

DATED

29<sup>th</sup> April

2026

**QUBA MASJID AND EDUCATION CENTRE**

**And**

**THE LONDON BOROUGH OF HILLINGDON**

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING PURSUANT TO  
SECTION 106

OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT OF LAND AT  
UNIT B & C, GOLDEN CRESCENT, HAYES, UB3 1AQ  
PLANNING APPLICATION NUMBER: 44330/APP/2025/1493

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/SM/27417

THIS DEED is dated

29<sup>th</sup> April

2026

**FROM**

- (1) **QUBA MASJID AND EDUCATION CENTRE** (a Charitable incorporated Organisation registered under the Companies Act 2011 with registration no. 1189923) whose registered office is at Unit C, Golden Crescent, Hayes UB3 1AQ ("the **Owner**");

**TO**

- (2) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the **Council**").

**BACKGROUND**

- A The Council is the local planning authority for the purposes of the 1990 Act in respect of the Site and by whom the obligations in this Deed are enforceable.
- B The Owner has a freehold interest in the Land registered under Title Nos. AGL45035, NGL544935 and NGL561103 at the Land Registry.
- C On 29.05.2025 the Owner submitted the Planning Application to the Council for permission to develop the Site as referred to in the red line plan.
- D The Owner intends to develop the Site pursuant to the Planning Permission

**THIS DEED WITNESSES AS FOLLOWS:-**

**OPERATIVE PROVISIONS**

**1 INTERPRETATION**

1.1 For the purposes of the recitals and this Deed, the following words and expressions shall have the following meaning:

"1990 Act"	Town and Country Planning Act 1990 (as amended);
"Air Quality Contribution"	means the sum of Twenty-Four Thousand One Hundred and Fifty-Two Pounds (£24,152) referred to in Schedule 1, as a contribution towards initiatives to improve air quality in the Authority's Area, including (but not limited to) the implementation of the Council's Air Quality Action Plan measures with relevance either to the affected area or by offsetting the implementation of measures elsewhere in the Authority's Area.
"Commencement of Development"	carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Deed) excluding operations consisting of: <ul style="list-style-type: none"> <li>- site clearance;</li> <li>- demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>- archaeological investigations and works;</li> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations,</li> </ul> and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;
"Development"	development of the Site pursuant to the Planning Permission;
"Indexation"	application of the formula provided at Clause 15;
"Interest"	interest at the rate of 4% above the base lending rate of HSBC UK Bank Plc from time to time;

<b>“Plan”</b>	the plan attached to this Deed at <b>Appendix 2</b> ;
<b>“Planning Application”</b>	the application for planning permission for erection of a 4-storey side extension to an existing building. The extension involves the demolition of Unit B and change of use from Industrial (Class B8) to Local Community Use (Class F1) under the Council's reference number <b>44330/APP/2025/1493</b> ;
<b>“Planning Permission”</b>	the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at <b>Appendix 3</b> ;
<b>“Planning Reference”</b>	means planning reference: <b>44330/APP/2025/1493</b> ;
<b>“Project Management and Monitoring Fee”</b>	the sum equivalent to five percent (5%) of the total contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this deed in accordance with <b>Schedule 2</b>
<b>“Site”</b>	the property known as UNIT B & C, Golden Crescent, Hayes, UB3 1AQ which is registered under Title Nos: AGL45035, NGL544935 and NGL561103 at the Land Registry and shown for identification purposes only edged red on the Plan;
<b>“VAT”</b>	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax.
<b>“Working Day”</b>	any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Deed:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;

- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
  - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
  - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 "including" means "including, without limitation";
- 1.2.11 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.12 without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyors fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Deed;
- 1.2.13 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.14 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

## **2 LEGAL BASIS**

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and their successors in title to the Site

### **3** **CONDITIONALITY**

The obligations contained in the schedules to this Deed are subject to and conditional upon:

- (i) The issue of Planning Permission; and
- (ii) Commencement of Development

All other parts of this Deed shall be of immediate force and effect unless otherwise stated.

### **4** **MISCELLANEOUS**

- 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Deed, pursuant to an Appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest (save for interests in the nature of an easement or the benefit of a restriction or similar) in the Site or the part of the Site in respect of which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.9 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title in accordance with the requirements of Section 106 of the 1990 Act and any subordinate legislation
- 4.11 Should a Court or the Secretary of State or a Planning Inspector appointed during the course of any appeal or legal challenge of this Planning Permission hold that any of the obligations contained in this Deed do not meet the tests of the CIL regulations or the National Planning Policy Framework then that obligation shall no longer apply.

## **5 THE OWNER'S PLANNING OBLIGATIONS**

The Owner covenants with the Council so as to bind the Site to observe and perform the obligations contained in this Deed and the Schedules hereto.

## **6 COSTS**

- 6.1 The Owner hereby covenants with the Council that on completion of this Deed it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Deed.
- 6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

## **7 REGISTRATION OF DEED**

The Owner recognises and agrees that the covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

## **8. RIGHT OF ACCESS**

Without prejudice to the Council's statutory right of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under the Deed has been performed or observed.

**9. ARBITRATION**

9.1 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or legal relationship established by this Deed shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

9.1.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;

9.1.2 in default of the parties' agreement to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

9.1.4 the seat of the arbitration shall be London

**10. THIRD PARTIES**

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

**11. NOTICES**

11.1 All notices served under or in connection with this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;

11.2 Any notice to be served under or in connection with this Deed shall be sent to the relevant party as follows:

a) to the Council at:

Director of Planning, Regeneration and Public Realm, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Deed; and

b) to the Owner at:

Trustees for the Quba Masjid and Education Centre, Unit B & C Golden Crescent, Hayes, UB3 1AQ marked for the attention of Mataan Noh.

**12. FORM PO1**

Prior to Commencement of Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Director of Resident Services,

3 North, London Borough of Hillingdon, High Street, Uxbridge UB8 1UW and shall cite the Planning Reference.

**13. CHANGE IN OWNERSHIP**

The Owner agrees to provide the Council with prompt written notification of any change in ownership of any of its interest in the Site occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and principal address or registered office) together with the area of the Site or unit of occupation purchased by reference to a plan and the Planning Reference.

**14. INDEXATION**

The Owner agrees with the Council that any sums payable by the Owner in this Agreement shall be increased by the formula

$$1 = 2 \times 3/4$$

- 1 Amount payable to the Council on the payment date
- 2 Contribution
- 3 Index of Consumer Prices 2 months before the payment date
- 4 Index of Consumer Prices 2 months before the date of this Deed

**15. INTEREST**

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

**16. VAT**

16.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

16.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any financial payments due under this Deed then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

**17. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales.

This Unilateral Undertaking has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

**SCHEDULE 1**

**AIR QUALITY CONTRIBUTION**

The Owner hereby covenants and agrees with the Council as follows:

1. Prior to Commencement of Development to pay the Council the Air Quality Contribution; and
2. Not to Commence Development until the Air Quality Contribution has been paid.

**SCHEDULE 2**

**PROJECT MANAGEMENT AND MONITORING FEE**

The Owner hereby covenants and agrees with the Council as follows:

1. Prior to Commencement of Development to pay the Council the Project Management and Monitoring Fee; and
2. Not to Commence or cause or allow or permit Commencement of the Development before the Project Management and Monitoring Fee has been paid.

**APPENDIX 1**  
**FORM PO1**

TO: HEAD OF PLANNING AND ENFORCEMENT  
RESIDENTS SERVICES  
LONDON BOROUGH OF HILLINGDON  
3N CIVIC CENTRE  
HIGH STREET UXBRIDGE  
MIDDLESEX UB8 1UW

**SECTION 106/278 LEGAL AGREEMENT**  
**SITE ADDRESS:**

\_\_\_\_\_

**PLANNING REFERENCE:**

\_\_\_\_\_

**DESCRIPTION OF DEVELOPMENT:**

\_\_\_\_\_

**DATE OF COMMITTEE AUTHORISATION:**

\_\_\_\_\_

**SECTION 106 OBLIGATIONS**

\_\_\_\_\_

**DATE OF IMPLEMENTATION OF DEVELOPMENT:**

\_\_\_\_\_

**(i) NOTIFIED TO THE COUNCIL:**

\_\_\_\_\_

**(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:**

\_\_\_\_\_

**NB: Please continue of separate sheet(s) if necessary.**  
**TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"**  
**UNDER THE SECTION 278 HIGHWAY DEEDIF THIS IS THE**  
**"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS**  
**SPECIFIED IN THE AGREEMENT**

**FOR COUNCIL USE**

**NB: IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS ENGINEERS**

**COST CODE:** \_\_\_\_\_

**PLANNING COSTS:** \_\_\_\_\_

**LEGAL COSTS:** \_\_\_\_\_

**OTHER COSTS (IDENTIFY):** \_\_\_\_\_

\_\_\_\_\_

**MAINTENANCE COSTS (COMMUTED SUM)** \_\_\_\_\_

**INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS**

**YES/NO**

**APPENDIX 2**

**PLAN**

*Handwritten signature: J. Masjed*



- Site boundary
- Land under ownership of applicant



BRL DESIGN GROUP LTD		Office 17, Creykes Court, The Millfields, Plymouth, PL1 3JB		info@brldesign.co.uk		www.brldesign.co.uk		01752 963147	
Project number:	9015	Project name:	Quba Masjid & Education Centre Extension	Client:	Quba Masjid & Education Centre	Drawn by:	TY	Dwg No:	9015/1000
Date:	May 25	Detail:	Site Location Plan	Status:	PLANNING	Checked by:	PM	Scale:	1:1250
								A3	

**APPENDIX 3**  
**PLANNING PERMISSION**

# DRAFT

Mr Paul Mapstone  
Brl Design Group Ltd  
Office 17  
Creykes Court  
The Millfield  
Plymouth  
PL1 3JB

Application Ref: 44330/APP/2025/1493

## TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

### GRANT OF PLANNING PERMISSION

The Council of the London Borough of Hillingdon as the Local Planning Authority within the meaning of the above Act and associated Orders **GRANTS** permission for the following:

**Description of development:**

Erection of a 4 storey side extension to an existing building. The extension involves the demolition of Unit B and change of use from Industrial (Class B8) to Local Community Use (Class F1).

**Location of development:** Unit B & C Golden Crescent Hayes Middlesex

**Date of application:** 29th May 2025

**Plan Numbers:** See attached Schedule of plans

**Permission is subject to the condition(s) listed on the attached schedule:-**

**Draft Decision Notice produced:**

**Checked by:**..... **Date:**.....

**Amendments required: YES / NO**

- NOTES:
- (i) Please also see the informatives included in the Schedule of Conditions.
  - (ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.
  - (iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

# DRAFT

## TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

### GRANT OF PLANNING PERMISSION

Application Ref: 44330/APP/2025/1493

### SCHEDULE OF CONDITIONS

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

#### REASON

To comply with Section 91 of the Town and Country Planning Act 1990.

- 2 The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers

- 9015/1000
- 9015/1001
- 9015/1003
- 9015-1100 A
- 9015-1101
- 9015-1102
- 9015-1103
- 9015-1104
- 9015/1311 A
- 9015/1312 A
- 9015/1313 A
- 9015/1314 A

and shall thereafter be retained/maintained for as long as the development remains in existence.

#### REASON

To ensure the development complies with the provisions Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

- 3 The development hereby permitted shall not be occupied until the following has been completed in accordance with the specified supporting plans and/or documents:

- Accessibility Statement, May 25, BRL Design
- Noise impact assessment, May 25, BRL Design
- Site Supervision Management Plan, Rev. D, 17/02/26, BRL Design
- Transport Assessment, Rev. C, 29th October 2025, Aval Consulting
- Travel plan, 4th April 2025, AVAL Consulting Group

Thereafter the development shall be retained/maintained in accordance with these details for as long as the development remains in existence

#### REASON

To ensure the development complies with the provisions Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

- 4 The use hereby permitted shall be limited to a cultural and educational community centre and for no

other purpose, including any other purpose within Class F1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification), without the prior approval in writing of the local planning authority.

**REASON**

In order to control the use of the premises.

- 5 Notwithstanding the approved plans, no development above slab level (except for demolition) shall commence until a scheme of secure and accessible parking spaces for 10no. cycles has been submitted to and approved in writing by the Local Planning Authority. The facility shall be installed in accordance with the approved details prior to first occupation of the development and thereafter retained in accordance with the approved details at all times.

**REASON**

To ensure that the proposed development provides secure cycle facilities in accordance with Policy T5 of the London Plan (2021).

- 6 The external roof terrace shall only be used between the hours of 08.30 -11.30 and 12:30 - 15.30 Monday to Thursday in connection with the approved community and nursery use within the building.

**REASON**

To protect the amenity of surrounding residential occupiers in accordance with Policy EM8 of the Local Plan Part 1 (2012), Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020) and Policy D14 of the London Plan (2021).

- 7 The use of the second and third floors of the premises shall be limited to between the hours of 08.00 and 20.00 hours local time on any day of the week. There shall be no use of the second and third floors for overnight accommodation. For the purposes of this condition the second and third floors are defined as those areas shown on approved plans numbers 9015-1102 and 9015-1103.

**REASON**

To protect the amenity of surrounding residential occupiers in accordance with Policy EM8 of the Local Plan Part 1 (2012), Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020) and Policy D14 of the London Plan (2021).

- 8 No loud music or noise, whether amplified or otherwise, shall be played in the second and third floors of the premises between 20.00 hours and 08.00 hours on any day of the week.

**REASON:**

To protect the amenity of surrounding residential occupiers in accordance with Policy EM8 of the Local Plan Part 1 (2012), Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020) and Policy D14 of the London Plan (2021).

- 9 Notwithstanding the approved plans, no development above slab level (except for demolition) shall commence until a scheme of hard and soft landscaping for the roof terrace shall be submitted to, and approved in writing by the Local Planning Authority. The scheme shall include:

**A. Details of Soft Landscaping**

A.a Planting plans (at not less than a scale of 1:100),

A.b Written specification of planting and cultivation works to be undertaken,

A.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate

**B. Details of Landscape Maintenance**

B.a Landscape Maintenance Schedule for a minimum period of 5 years.

B.b Proposals for the replacement of any tree, shrub, or area of surfacing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.

C. Schedule for Implementation

D. Details of surfacing for the external terrace.

E. Details of balustrades, planting or other relevant safety measures adjacent to the terrace edge.

Thereafter the development shall be carried out prior to occupation and maintained in full accordance with the approved details.

**REASON**

To ensure that the proposed development will preserve and enhance the visual amenities of the area in accordance with Policies DMHB 11 and DMHB 14 of the Hillingdon Local Plan Part 2 (2020).

- 10 Notwithstanding the approved plans, the materials to be used in the construction of the external surfaces of the development hereby permitted shall match those used in the existing building and shall thereafter be retained as such.

**REASON**

To ensure that the development presents a satisfactory appearance in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 11 (i) No development above slab level (except for demolition) shall commence until a scheme to deal with unacceptable contamination, (including asbestos materials detected within the soil), has been submitted to and approved by the Local Planning Authority (LPA). All works which form part of any required remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:
- (a) A site investigation, including where relevant soil, soil gas, surface water and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and
  - (b) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified shall be agreed in writing with the LPA prior to commencement, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.
- (ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and
- (iii) Upon completion of the approved remedial works, this condition will not be discharged until a comprehensive verification report has been submitted to and approved by the LPA. The report shall include the details of the final remediation works and their verification to show that the works have been carried out in full and in accordance with the approved methodology.
- (iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping and/or engineering purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the factual results and interpretive reports of this testing shall be

submitted to and approved in writing by the Local Planning Authority..

**REASON**

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan Part 2 (2020).

- 12 The development hereby approved shall accord with London Plan policy D5(B5) and D12(A) to include a minimum of one fire evacuation lift designed to meet the technical standards set out in BS EN 81-76, BS 9991 and/or BS 9999, with all such provisions remaining in place for the life of the development.

**REASON**

To ensure the development can accommodate robust emergency evacuation procedures, including measure for those who require step-free egress, in accordance with Policies D5 and D12 of the London Plan (2021).

- 13 The maximum total number of visitors to the site including any part of the building at Units B & C, in any one day shall not exceed 400 and there shall not be more than 280 visitors on the site at any one time.

**REASON**

To safeguard the amenity of surrounding areas properties and to ensure the intensity of the development is sustainable in transport terms and posing no significant adverse impact upon the surrounding road network in accordance with Policies DMHB 11, DMT 1, DMT 2, DMT 4 and DMT 6 of the Hillingdon Local Plan Part 2 (2020) and Policies D3, D13, T4 and T6 of the London Plan (2021).

- 14 No development above slab level (except for demolition) shall commence until a demolition and construction management plan has been submitted to and approved in writing by the Local Planning Authority. The plan shall detail:
- (i) The phasing of development works
  - (ii) The hours during which development works will occur (please refer to informative I15 for maximum permitted working hours).
  - (iii) A programme to demonstrate that the most valuable or potentially contaminating materials and fittings can be removed safely and intact for later re-use or processing.
  - (iv) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
  - (v) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours).
  - (vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
  - (vii) The storage of demolition/construction materials on site.

The approved details shall be implemented and maintained throughout the duration of the demolition and construction process.

**REASON**

To safeguard the amenity of surrounding areas in accordance with Policies DMT 2 and DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

## **INFORMATIVES**

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning

legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).

- 2 On this decision notice policies from the Councils Local Plan: Part 1 - Strategic Policies appear first, then relevant Local Plan Part 2 (2020), then London Plan Policies (2021). Hillingdon's Full Council adopted the Hillingdon Local Plan: Part 1 - Strategic Policies on 8 November 2012 and the Hillingdon Local Plan Part 2 on 16 January 2020.
- 3 Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.

B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.

C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance 'The Control of dust and emissions from construction and demolition.'

D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit ([www.hillingdon.gov.uk/noise](http://www.hillingdon.gov.uk/noise) Tel. 01895 250155) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

- 4 You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
- 5 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at [planning@hillingdon.gov.uk](mailto:planning@hillingdon.gov.uk). The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

The above forms can be found on the planning portal at:  
[www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil](http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil)

Pre-Commencement Conditions: These conditions are important from a CIL liability perspective as a scheme will not become CIL liable until all of the pre-commencement conditions have been discharged/complied with.

- 6 In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every

opportunity to submit an application which is likely to be considered favourably.

## **END OF SCHEDULE**

**Address:**

Development Management  
Directorate of Place  
Hillingdon Council  
3 North, Civic Centre, High Street, Uxbridge UB8 1UW  
[www.hillingdon.gov.uk](http://www.hillingdon.gov.uk)

# DRAFT

## GRANT OF PLANNING PERMISSION

Application Ref: 44330/APP/2025/1493

### SCHEDULE OF PLANS

Transport Assessment, Rev. C, 29th October 2025, Aval Consulting - received 30 Oct 2025

9015/1000 - received 29 May 2025

9015/1001 - received 29 May 2025

9015/1002 - received 29 May 2025

9015/1003 - received 29 May 2025

9015-1100 A - received 29 May 2025

9015-1101 - received 29 May 2025

9015-1102 - received 29 May 2025

9015-1103 - received 29 May 2025

9015-1104 - received 29 May 2025

9015/1311 A - received 29 May 2025

9015/1312 A - received 29 May 2025

9015/1313 A - received 29 May 2025

9015/1314 A - received 29 May 2025

Design and access statement, May 25, BRL Design - received 29 May 2025

9015-1010 - received 04 Jul 2025

Noise impact assessment, May 25, BRL Design - received 29 May 2025

Accessibility Statement, May 25, BRL Design - received 29 May 2025

Contaminated Land Phase 1 Assessment, 4th April 2025, AVAL Consulting Group - received 29 May 2025

Travel plan, 4th April 2025, AVAL Consulting Group - received 29 May 2025

Marketing Report, May 25, BRL Design - received 29 May 2025

Site Supervision Management Plan, Rev. D, 17/02/26, BRL Design - received 27 Feb 2026

Justification of Development, 19/01/26, BRL Design - received 27 Jan 2026

9015-1011 - received 04 Jul 2025

9015-1012 - received 04 Jul 2025

9015-1013 - received 04 Jul 2025

9015/1301 - received 04 Jul 2025

9015/1303 - received 04 Jul 2025

9015/1304 - received 04 Jul 2025

9015/1302 - received 04 Jul 2025

9015-1014 - received 04 Jul 2025

## **RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY**

### **TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)**

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from the Planning Inspectorate at Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel 0117 372 8424) Appeal forms can be downloaded from the Planning Inspectorate website at [www.Planning-inspectorate.gov.uk](http://www.Planning-inspectorate.gov.uk)

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate ([inquiryappeals@planninginspectorate.gov.uk](mailto:inquiryappeals@planninginspectorate.gov.uk)) at least 10 days before submitting the appeal.

Further details are available at [www.gov.uk/government/collections/casework-dealt-with-by-inquiries](http://www.gov.uk/government/collections/casework-dealt-with-by-inquiries)

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of an appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

#### **Purchase Notices.**

If either the local planning authority or the officer of the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use by carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

SIGNED as a Deed on behalf of the Quba Masjid and Education Centre by Mataan Noh and Abdirahman Yusuf, two of their number, under an authority conferred pursuant to section 333 of the Charities Act 2011 in the presence of:

Signature of witness: M.H.

Name (in BLOCK CAPITALS): ARTE OSMAN

Address: 41 WENTWORTH CRESCENT, HAYES UB3 1NN

Trustee: 

Name: MATAAN NOH

Trustee: AMLO

Name: ABDIRAHMAN YUSUF