

DATED

2 JULY

2013

HPH A LTD

and

HSBC BANK PLC

and

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS
RELATING TO THE DEVELOPMENT OF LAND AT

BUILDING 5 HYDE PARK HAYES, MILLINGTON ROAD, HAYES, MIDDLESEX

45753/APP/2012/2029:

Planning & Environment Team

Attn: Anne Gerzon

London Borough of Hillingdon

Civic Centre

High Street

Uxbridge

Middlesex

Ref: 59501/328

Tel: 01895 556425

THIS PLANNING OBLIGATION BY DEED is dated 2 JULY 2013

And is made **BETWEEN**:

- (1) HPH A LTD a company incorporated in the Isle of Man care of Cains Fiduciaries, Fort Anne, Douglas, Isle of Man, IM1 5PD and care of Wedlake Bell, 52 Bedford Row, London, WC1R 4LR ("the Owner")
- (2) HSBC PLC a company incorporated in Jersey whose registered office is situated at PO Box 14, St Helier, Jersey, JE4 8NJ ("the Mortgagee")
- (3) 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 Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- B The Owner has the freehold interest in the Land registered under Title No. AGL55140 at Land Registry subject to a charge in favour of the Mortgagee.
- C The Owner intends to develop the Land pursuant to the Planning Permission.
- D The Mortgagee has an interest in the Land by way of a legal charge dated 21 July 2011 between the Mortgagee and the Owner and is willing to be a party to this Deed.
- E On 17 August 2012 the Owner submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- F The Council resolved at its Central & South Planning Committee meeting on 29 November 2012 to delegate authority to determine the Planning Application to the Director of Residents Services subject to the prior completion of this Deed

- G The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

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

“Act” means the Town and Country Planning Act 1990;

“Air Quality Contribution” means the air quality contribution referred to in Schedule 1 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to):

- Use of low emission fuel technology and other measures to reduce emissions;
- Tree and other planting;
- Restrictions on certain types of vehicles;
- Use of cleaner fuels on energy and heating;
- Use of combined heat and power and community heating systems;
- Environmental management systems and air quality strategy;

“Authority's Area” means the administrative area of the Council;

- “Carbon Off-Setting Contribution” means the carbon off-setting contribution referred to in Schedule 2 which shall be used by the Council to ensure the shortfall of carbon dioxide savings generated on-site is met by allowing energy efficiency measures to be put into existing developments within the authority’s area;
- “the Council” means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;
- “the Contributions” means the Air Quality Contribution, Crossrail Contribution and Carbon Off-Setting Contribution;
- “Commencement of Development” means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure or the temporary display of any site notices or advertisements and “Commence” and “Commencement” shall be construed accordingly;

“Construction Training Scheme”	means the construction training scheme referred to in Schedule 8 being a scheme designed to meet (in terms of waged construction training places) the objectives relating to construction training set out in the Council's Planning Obligations Supplementary Planning Document;
“Crossrail Contribution”	means the crossrail contribution referred to in, Schedule 9;
“the Development”	means the development authorised by the Planning Permission;
“the Director of Residents Services”	means the Council's Director of Residents Services or such person as the Council designates as undertaking this role;
“Employment Strategy”	means the employment strategy referred to in Schedule 5 to be adopted by the Owner and approved in writing by the Council demonstrating how the Development will continue to provide job opportunities during the lifetime of the development to people within the Authority's Area;
“Form PO1”	means the form in the substantial format set out in Appendix 3;
“Highways Works”	means the highway improvement works as required and approved by the Council

	referred to in Paragraphs 2 and 3 of Part 2 of Schedule 3;
"Hyde Park Hayes 4"	means the Development to be authorised by the Planning Permission 40652/APP/2012/2030;
"Index"	means the Index of Retail Prices (All Items) published by the Office for National Statistics
"the Land"	means all the land and buildings at 5 Hyde Park, Hayes which is in the freehold ownership of the Owner and is part of the land registered at the Land Registry under Title No AGL55140 and is shown for identification purposes edged in red on the Plan;
"Monitoring Sum"	means the sum equivalent to five percent of the aggregate of the Air Quality Contribution and the Carbon Off-Setting Contribution to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed;
"Occupation"	means occupation of the Land for the purposes permitted by the Planning Permission and "Occupy" and "Occupied" shall be construed accordingly;
"the Plan"	means the plan as annexed to this Deed at appendix 1;

“Pedestrian Environment Review”

means the Pedestrian Environment Review referred to in Schedule 7 which shall review the environment for pedestrians using the Development and using areas in the vicinity of it and which shall consider and make proposals for making improvements for pedestrian areas within the Development and in the vicinity of it;

“Public Realm Improvement Works”

means such public realm improvement works as are referred to in Schedule 6 and as are submitted to and approved by the Council including but not limited to landscape works to the North Hyde Road roundabout and the area of land immediately adjacent to the Land;

“Planning Application”

means the application for planning permission for the erection of a five storey building to provide 13,880 sq.m of Class B1(a) Office Floorspace, provision of 140 car parking spaces at surface and basement level, associated landscaping and ancillary works under the Council's reference number 45753/APP/2012/2029;

“Planning Permission”

means the planning permission reference 45753/APP/2012/2029 to be granted pursuant to the Planning Application in the substantial form set out in Appendix 2;

“Specified Date”

means the date upon which an obligation arising under this Deed is due to be performed;

"Section 106 Reference"	means the planning application reference number 59501/328;
"Travel Plan"	means the plan referred to in Schedule 4 to be prepared by the Owner in accordance Schedule 4 and to be approved in writing by the Council and thereafter adopted by the Owner to encourage means of travel to and from the Development by means other than private cars;
"Travel Plan Guidance"	means the guidance issued by Transport for London entitled "Travel Planning for New Development in London"
"VAT"	means Value Added Tax.

- 1.2 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.
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.

- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 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.
- 1.9 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 Surveyor's 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.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 to the intent that it will bind the Owner and the Mortgagee and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

3. CONDITIONALITY

- 3.1 The obligations in the Schedules to this Deed are subject to and conditional upon:
- (i) the grant of the Planning Permission; and
 - (ii) Commencement of the Development.

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 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 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 thereof by 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 Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or estate to the Land or any part or parts of the Land 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 any of 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 in the Land 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 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date 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.

5. THE OWNER'S PLANNING OBLIGATIONS

- 5.1 The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in this Deed.

6. COSTS

- 6.1 The Owner hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed in the sum of £2,600.
- 6.2 Prior to Commencement of the Development the Owner will pay to the Council the Monitoring Sum. For the avoidance of doubt the Monitoring Sum shall be in addition to the costs referred to in sub-clause 6.1 above.

7 REGISTRATION OF DEED

- 7.1 Immediately after the execution of this Deed the Owner will make an application to the Land Registry for entries relating to this Deed to be made in the charges register (s) of title number AGL55140 so as to bind the Land as provided for in the statutory provisions;
- 7.2 If the Owner fails to make the application referred to in clause 7.1 above the Council shall (without prejudice to any other right) be entitled to register the Deed and recover the expenses incurred in doing so from the Owner and the Owner hereby

covenants with the Council to do or concur in doing all things necessary or advantageous to enable such entries to be made;

- 7.3 The covenants on behalf of the parties in this Deed to be observed and performed under this Deed shall be treated as a Local Land Charge and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

8. RIGHT OF ACCESS

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

9. MORTGAGEE'S CONSENT

- 9.1 The Mortgagee consents to the Owner entering into this Deed and acknowledges that the Land shall be bound by the terms and obligations contained in this Deed and PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

10. ARBITRATION

- 10.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute of Chartered Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.
- 10.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

11. 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.

12. NOTICES

12.1 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;

12.2 Any notice to be served under or in connection with this Deed shall be sent to the:

a) Director of Residents Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed; or

b) to the Owner at Fort Anne, Douglas, Isle of Man IM1 5PD (Reference: Ryan Cregeen)

13. FORM PO1

13.1 Prior to Commencement of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Residents Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

14. CHANGE IN OWNERSHIP

14.1 The Owner agrees to provide the Council with immediate written notification of any change in ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferree's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

15. CONTRIBUTIONS

15.1 Payment of the Contributions required by this Deed shall be made on the following basis:

- (a) The Contributions due under this Deed shall be delivered to the person and address specified in clause 12 above;
- (b) the Council may retain any unexpended balance of the Contributions where this amounts to less than £10,000 for any other relevant purpose(s) related to the Development;
- (c) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other; and
- (d) in the event that any Contribution (or any part of any Contribution) has not been expended by the Council by the date that is 5 years after the relevant Contribution is paid to the Council the Council will repay to the Owner the relevant unspent Contribution or part of any Contribution.

16. INDEXATION

- 16.1 The Owner agrees with the Council that any sums payable by the Owner under this Deed shall be increased by the application of the formula $A=B \times C/D$ where:
- (a) A is the sum actually payable on the Specified Date;
 - (b) B is the original sum mentioned in this Deed;
 - (c) C is the Index for the month 2 months before the Specified Date;
 - (d) D is the Index for the month 2 months before the date of this Deed; and
 - (e) C/D is equal to or greater than 1.

17. INTEREST

- 17.1 All costs, payments and expenses payable to the Council under this Deed shall bear interest at the rate of 4% above the base rate of HSBC BANK PLC from time to time being charged from the date such payment is due until the payment is received by the Council.

18. VAT

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

18.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Contributions 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.

19. JURISDICTION

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

20. HYDE PARK HAYES 4

For the avoidance of doubt if the undertaking or obligation included in Schedule 3 Schedule 6 and Schedule 7 of the planning agreement for Hyde Park Hayes 4 and which is also included in Schedule 3 Schedule 6 and Schedule 7 of this Deed is observed or performed under the planning agreement for Hyde Park Hayes 4 before it is observed or performed under this Deed, then:

- (a) the Owner shall be automatically released from any liability to observe or perform the relevant undertaking or obligation included in Schedule 3 Schedule 6 or Schedule 7 of this deed; and
- (b) the relevant part of the undertaking or obligation included in Schedule 3 Schedule 6 or Schedule 7 of this deed shall be deemed to have been performed for the purposes of this Deed

But sub paragraphs (a) and (b) above shall only apply to the extent that the relevant obligation or undertaking has been observed and performed under the Hyde Park Hayes 4 planning agreement and provided further that until such obligations or undertakings are observed and performed in full, the Owner (as defined in this Deed) and the owner (within the meaning of the Hyde Park Hayes 4 planning agreement) shall be jointly and severally liable for observing and performing the undertakings and obligations referred to above.

IN WITNESS of which this Agreement has been duly executed as a Deed and has been delivered once dated.

PART 1
SCHEDULE 1
AIR QUALITY

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Air Quality Contribution of £12,500.00 (twelve thousand five hundred thousand pounds); and
2. Not to Commence or cause or allow or permit to be Commenced any part of the Development before the Air Quality Contribution is paid.

SCHEDULE 2
CARBON OFF-SETTING CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Carbon Off-Setting Contribution of £59,160.00 (fifty nine thousand one hundred and sixty pounds); and
2. Not to Commence or cause or allow or permit to be Commenced any part of the Development before the Carbon Off-Setting Contribution is paid.

SCHEDULE 3
HIGHWAYS WORKS

PART 1

The Owner hereby covenants with the Council as follows:

1. To carry out and complete the works in Paragraph 3 of Part 2 of this Schedule prior to Occupation of the Development and thereafter to maintain the same for the lifetime of the Development;
2. Not to Occupy or permit or cause to be Occupied any part of the Land until the works in Paragraph 3 of Part 2 of this Schedule have been completed;
3. (Subject to the provisos of paragraph 2 Part 2 of Schedule 3), to be responsible for the full costs of the Highways Works, including paying to the Council on demand the cost of introducing any traffic orders the Council seeks to make which are necessary to implement the Highways Works, whether or not such orders are successfully made.
4. The obligations relating to the Highway Works referred to in Part 2 of this Schedule shall be deemed to have been discharged in the event that they have been carried out and completed in accordance with the Hyde Park Hayes 4 Section 106 Agreement but for the avoidance of doubt the Owner and the owner of Hyde Park Hayes 4 (or their successors in title) shall be jointly and severally liable for the obligations to deliver or (as applicable) contribute towards the cost of the Highways Works and the Council may enforce the relevant obligations against the owners or occupiers of either or both of the two developments.

PART 2

The Owner hereby further covenants with the Council as follows:

1. In the event that the planning permission for The Old Vinyl Factory (reference 59872/APP/2012/1838) is implemented at any time the Owner shall make a payment to the Council within 28 days of demand (or at the Council's option payment shall be made direct to the developer of The Old Vinyl Factory) of 26% (twenty six percent) of the estimated cost of the following highways works (including 26% of any professional fees and administrative expenses incurred in connection therewith) as fairly and properly estimated by the developer of the Old Vinyl Factory (such estimate to be approved by the Council acting reasonably and diligently having regard to a robust cost analysis provided by the developer of the Old Vinyl Factory):
 - i. alterations to the existing layout a the North Hyde Road/Station Road signal Junction (alterations to existing layout as per drawing no. 1615/02/05 Rev C from Alan Baxter Associates and revised modelling, signal works).

And the parties hereby acknowledge that such contribution shall upon receipt be applied to the developers of The Old Vinyl Factory to cover the partial cost of the works referred to (or the Council may retain such monies for itself if it is carrying out the works referred to in default of the developers of The Old Vinyl Factory).

PROVIDED THAT if following completion of the works referred to in this paragraph 1 the actual evidenced cost of the said works is more than the sums paid by the Owner in accordance with provisions above then the Owner shall pay to the Council (or at the Council's option payment shall be made direct to the developer of The Old Vinyl Factory) a sum equal to the amount by which the actual cost exceeds the sums previously paid within 28 days of demand (subject to such demand being made within 6 months of completion of the said works) provided further that if the actual evidenced cost of the works is less than the sums previously paid by the Owner then the excess shall be paid back to the Owner by the Council within 28 days of demand (subject to such demand being made within 6 months of completion of the said works) and the Council shall within 28 days of written request provide the Owner with such evidence as is available to it in respect of the actual cost of the works (subject to such request being made within 6 months of completion of the said works).

2. In the event the planning permission for The Old Vinyl Factory (reference 59872/APP/2012/1838) has not been implemented within fifteen months after the Commencement of the Development the Owner shall prior to Occupation of the Development carry out and complete or (as the case may be) commission with TfL, works to re-sequence the signals at the North Hyde Road/Station Road junction and the Owner shall on demand pay to the Council (or at the Council's direction, shall pay direct to TfL) in advance the full estimated cost of undertaking and commissioning such works.

Provided always that notwithstanding that the Owner undertakes its obligations under this paragraph 2, it shall continue to be liable under paragraph 1 above unless the Old Vinyl Factory planning permission is not implemented within 5 years of grant of the Old Vinyl Factory planning permission, or within 2 years following approval of all reserved matters for the Old Vinyl planning permission (whichever is the latest) in which case the obligations set out in paragraph 1 shall cease and have no further effect.

3. For the avoidance of doubt, regardless of whether The Old Vinyl Factory planning permission is implemented, the Owner shall carry out and complete the provision of all internal roads, parking, servicing/access arrangements, lighting and drainage serving the Development prior to Occupation of the Development and in accordance with details first approved by the Council.

SCHEDULE 4
TRAVEL PLAN
PART 1

The Owner hereby covenants with the Council as follows:

In this Schedule:

'Car' means a four wheeled motor vehicle other than one powered by electricity

'Monitoring Period' means the period of 10 years beginning on Occupation of the Development

'Modal Shift' means an increase in the proportion of persons travelling to and from the Site using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car)

'Travel Plan' means the plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel other than by car

'Travel Plan Bond' means the bond in the sum of £20,000 to secure the obligations in this schedule and in the Travel Plan in a form first approved by the Council in writing

'Travel Plan Co-ordinator'

means the person or persons to be appointed by the Owner to act as Co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than 10 years from the date of Occupation in order to achieve the objectives of the Travel Plan

1. Prior to Commencement of the Development to prepare and develop the Travel Plan in accordance with the Department of Transport's guidance document entitled "~~Making Travel Plans Work: Good Practice for New Development~~

"Delivering Travel Plans through the Planning Process (April 2009)"

~~(October 2005)~~" and the terms of the Travel Plan shall incorporate (where appropriate) the measures set out in Part 2 of this Schedule 4.

2. The Owner shall six months prior to Occupation of the Development appoint a Travel Plan Co-ordinator who shall be responsible for the implementing the measures within the Travel Plan and supply contact details of the Travel Plan Co-ordinator to the Council and Transport for London in the case of referred applications to the GLA.
3. Following first Occupation of the Development the Travel Plan Co-ordinator shall monitor, implement and review the Travel Plan for a period of not less than ten years following first Occupation of the Development (or if later, for a period commencing on the date of first Occupation and ending on the date being 10 years from the date that 50% of the Development is Occupied)
4. Prior to the first Occupation of any part of the Development to submit the Travel Plan to the Council for its approval (such approval not to be unreasonably withheld or delayed) and not to Occupy or cause or allow or permit Occupation of any part of the Development unless and until the Council has approved the Travel Plan.
5. The Owner shall implement the approved Travel Plan on the first Occupation of the Development and in accordance with the timetable contained in the Travel Plan.
6. The Owner shall continue to observe the requirements and obligations set out in the Travel Plan (or such amended plan as may be agreed by the Owner and Council from time to time) for a period of not less than ten years following first Occupation (or if later, for a period commencing on the date of first Occupation and ending on the date being 10 years from the date that 50% of the Development is Occupied).
7. The Owner shall on Occupation of the Development perform annual monitoring of the Travel Plan utilising the Standard Assessment Methodology designed and recommended by the TRICS consortium and shall provide the results of the monitoring survey to the Council in writing within 28 days of each monitoring survey.
8. The Owner shall undertake an annual review of the Travel Plan and shall provide a written report of this review to the Council for approval.

9. The Owner shall be responsible for the costs of Monitoring and auditing and any expenses payable to the Travel Co-ordinator.
10. The Owner shall deliver the Travel Plan Bond to the Council prior to Occupation of Development.
11. In the event the Owner either fails to comply with the requirements of the Travel Plan or achieves the targets for Modal Shift as set out in the Travel Plan the Council may (if it is reasonable to do so) enforce the provisions of the Travel Plan Bond in order to secure payment of sums to the Council in accordance with the principles contained in paragraph 7.29 of the Travel Plan Guidance
12. All obligations on the part of the Owner contained in this Schedule 4 shall cease to apply and shall be considered to be fully discharged in the event that the Council exercises its right to enforce the terms of the Travel Plan Bond.

PART 2

Measures to be incorporated in Travel Plan

1. The methods of monitoring the modal shift targets and a timetable for achieving the targets within five years of first Occupation of the Development
2. A TRICS Survey shall be conducted annually for a period of ten years following first Occupation of the whole of the Development and should be compatible with the UK Standard for Measuring the Travel Plan Impact
3. The survey results shall be presented to the Council in the form of an Annual Travel Plan Review which should highlight progress towards targets and identified remedial measures where necessary
4. The reasonable measures to promote and facilitate the use of public transport to and from the Development which are feasible proportionate and practical
5. The measures to promote walking and cycling and car parking controls and management at the Development
6. Schemes to promote car sharing by employees of Occupiers of the Development
7. The scheme to promote practices and on-site facilities that reduce the need for travel

8. The methods of carrying out Monitoring to include the details of equipment to be used methods of collecting the data the methods for calculating the modal shift and review mechanisms
9. Details of the travel plan co-ordination between Occupiers of the Development
10. Details of travel information and marketing which shall be provided by the Occupiers of the Development to employees.

SCHEDULE 5
EMPLOYMENT STRATEGY

- 1 The Development shall not be Occupied until the Employment Strategy has been submitted to and approved in writing by the Council (acting promptly and reasonably); and
- 2 Not to Occupy or cause or allow or permit to be occupied any part of the Development before the Employment Strategy has been submitted to and approved in writing by the Council.
- 3 To make amendments to the approved Employment Strategy from time to time as reasonably required by the Council.
- 4 To observe and perform the requirements, recommendations and principles of the approved Employment Strategy for the lifetime of the Development.

SCHEDULE 6
PUBLIC REALM IMPROVEMENT WORKS

- 1 Prior to the Commencement of Development a scheme for Public Realm Works shall be submitted to and approved in writing by the Council; and
- 2 Not to Commence or cause or allow or permit to be Commenced any part of the Development before the Public Realm Works are approved in writing by the Council.
- 3 To carry out and complete the Public Realm Works prior to Occupation of the Development.
- 4 The obligations in this Schedule 6 shall be deemed to be satisfied in the event that the Public Realm Works are carried out and completed in connection with the Hyde Park Hayes 4 development but for the avoidance of doubt the Council may enforce the provisions of this Schedule 6 until such time as the Public Realm Works relating to the Hyde Park Hayes 4 Development have been carried out and completed.

SCHEDULE 7
PEDESTRIAN ENVIRONMENT REVIEW

- 1 The Development shall not be Occupied until the Pedestrian Environment Review has been submitted to and approved by the Council; and
- 2 The Owner shall carry out any works identified under the Pedestrian Environment Review prior to Occupation of the Development; and
- 3 Not to Occupy or cause or allow or permit to be Occupied any part of the Development before any works identified under the Pedestrian Environment Review have been carried out and completed.

SCHEDULE 8
CONSTRUCTION TRAINING

The Owner covenants with the Council as follows:

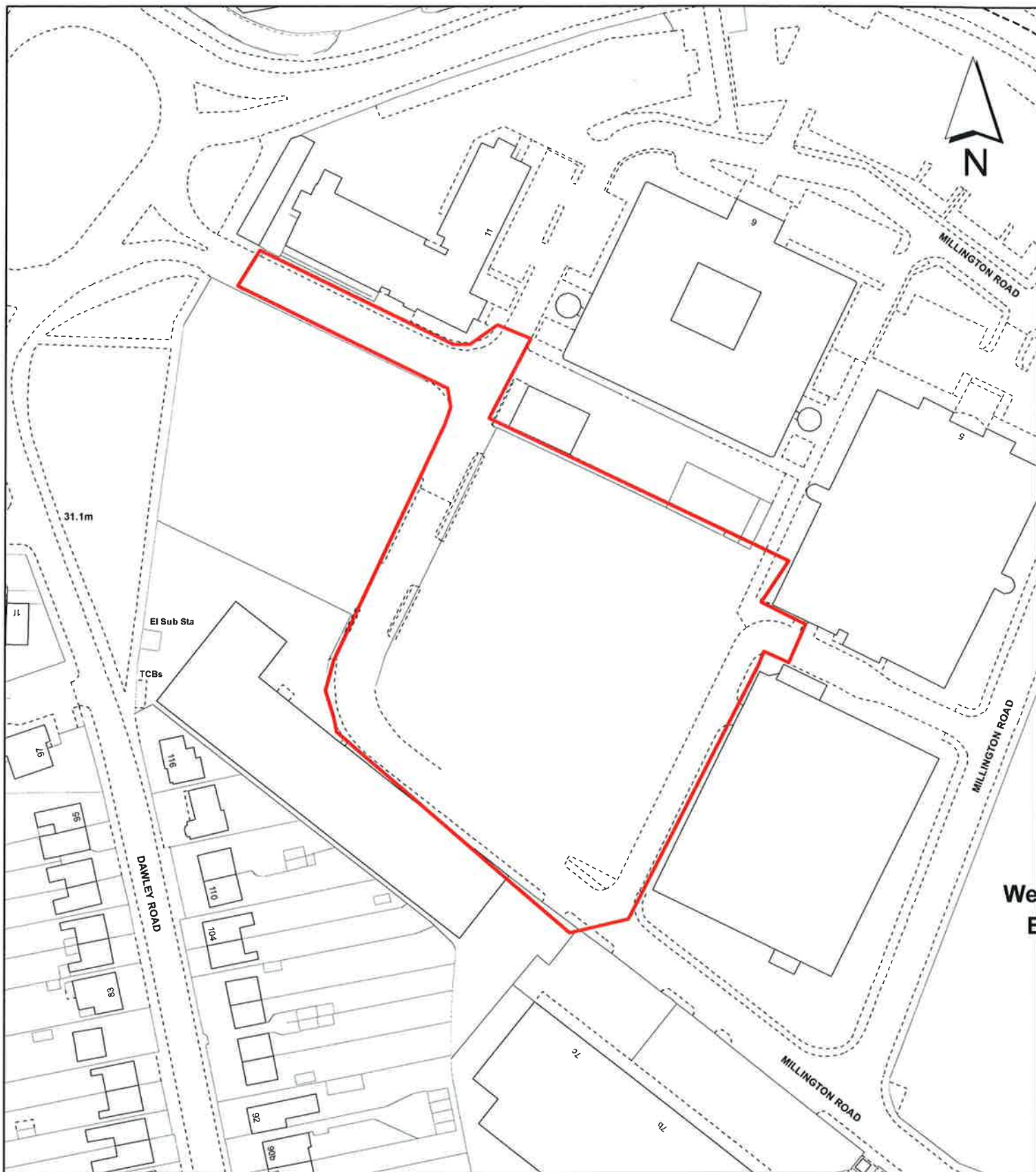
1. (a) Prior to Commencement of the Development to submit to the Council for approval in writing a Construction Training Scheme demonstrating how the construction training (in terms of waged construction training places); will be delivered in accordance with the objectives contained in of the Council's Planning obligations Supplementary Planning Document or
- (b) In lieu of undertaking a Construction Training Scheme to make payment to the Council of a Construction Training Contribution to be calculated in accordance with the construction training formula as contained in the Council's Planning Obligations Supplementary Planning Document
- 2 Not to commence or cause or allow or permit to be commenced any part of the Development before the Construction Training Scheme has been submitted to and approved in writing by the Council or the Construction Training Contribution has been paid.

SCHEDULE 9
CROSSRAILCONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. In the event that the Mayoral Community Infrastructure Levy payable in respect of the Development equals or exceeds £416,500, then this Schedule shall not apply;
2. In the event that the Mayoral Community Infrastructure Levy payable in respect of the Development is an amount less than the sum of £416,500 the following sub clauses and clauses shall apply:
 - a. The Owner will prior to Commencement of the Development pay to the Council the Crossrail Contribution of £416,500 less any sums due under the Mayoral Community Infrastructure Levy; and
 - b. Not to commence or cause or allow or permit to be commenced any part of the Development before the Crossrail Contribution is paid;
3. For the avoidance of doubt the Owner shall be liable for any sums due under the Mayoral Community Infrastructure Levy that exceeds the monies paid to the Council by way of the Crossrail Contribution.

Appendix 1
The Plan



Notes © Crown copyright and database rights 2013 Ordnance Survey 100019283	Site Address Hyde Park Hayes 5 Millington Road Hayes		LONDON BOROUGH OF HILLINGDON Residents Services Civic Centre, Uxbridge, Middx. UB8 1UW Telephone No.: Uxbridge 250111
	Description Section 106 Plan	scale 1:1,250 date May 2013	



HILLINGDON
LONDON

Appendix 2
Draft Planning Permission

DRAFT

Jason Lowes
51 Great Marlborough Street
London
London
W1F 7JT

Application Ref: 45753/APP/2012/2029

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 five storey building to provide 13,880sq.m of Class B1(a) Office floorspace, provision of car parking spaces at surface and basement level, associated landscaping and ancillary works.

Location of development: Hph 5 Millington Road Hayes

Date of application: 31 August 2012

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 10 December 2012

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).

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 45753/APP/2012/2029

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 SK1020/61/1/1_SLP05, 110475-D-006 Rev. B, 110475-D-005 Rev. B, 110475-D210 Rev. A, 110475-D211, 110475-D212, 110475-D209 Rev. B, 110475-D200 Rev. F, 110475-D201 Rev. F, 110475-D202 Rev. E, 110475-D203 Rev. E, 110475-D204 Rev. E, 110475-D205 Rev. E, 110475-D206 Rev. B, HED.983.107 Rev. D, HED.983.108 Rev. D, HED.983.103 Rev. D, HED.983.104 Rev E, HED.983.105 Rev. E, HED.983.106 Rev. E and shall thereafter be retained/maintained for as long as the development remains in existence. ☐

☐

REASON ☐

To ensure the development complies with the provisions of the Hillingdon Unitary Development Plan Saved Policies (September 2007) and the London Plan (July 2011).

SCHEDULE OF CONDITIONS

- 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: ☐
- SKM Air Quality Assessment dated 16 August 2012 ☐
 - Design & Access Statement dated June 2012 ☐
 - SKM Transport Assessment HPH5 including appendices (Volumes I, II, III) dated August 2012 ☐
 - SKM Framework Travel Plan HPH5, dated August 2012 ☐
 - Reduction in energy use: BREEM Ecology Report HPH4 and HPH5 (final version dated August 2012) ☐
 - Water Management: Flood Foul Water Strategy Rev. A received 13 November 2012 ☐
 - Delta Simmons Environmental Assessment Phase 1 dated March 2012 ☐
 - Delta Simmons Environmental Assessment Phase 2 dated October 2012 ☐
 - 3D Reid Design Bird Hazard Management Plan dated July 2012 ☐
 - 3D Reid Safety and Crime Prevention Note, dated November 2012 ☐
 - SKM Energy Statement HPH5 dated 2 July 2012 ☐
 - Foul Water Strategy Rev. A received 13 November 2012 ☐
 - Report of Flood Risk Assessment & Surface Water Drainage Strategy Rev. 1 received 13 November 2012 ☐
 - Drainage Plans Figure 1 (existing) Rev. P01 ☐
 - Drainage Plans Figure 2 (foul water strategy) Rev. P00 ☐
 - Drainage Plans Figure 3 (proposed storm water strategy) Rev. P01 ☐
 - Rapleys Planning Statement dated 18 Augusts 2012 ☐
 - Fire Evacuation Procedure note, dated November 2012 ☐
 - Fire Strategy - additional statement received 20 November 2012 ☐
- ☐ Thereafter the development shall be retained/maintained in accordance with these details for as long as the development remains in existence. ☐
- ☐ REASON ☐
- To ensure that the development complies with the objectives of Policies BE13, BE38 and OE1 of the Hillingdon Unitary Development Plan Saved Policies (September 2007) and London Plan (July 2011).
- 4 No development shall take place until plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings have been submitted to and approved in writing by the Local Planning Authority. Such levels shall be shown in relation to a fixed and known datum point. Thereafter the development shall not be carried out other than in accordance with the approved details. ☐
- ☐ REASON ☐
- To ensure that the development relates satisfactorily to adjoining properties in accordance with policy BE13 of the Hillingdon Unitary Development Plan Saved Policies (September 2007).

SCHEDULE OF CONDITIONS

5. No development shall take place until details of all materials and external surfaces have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such. ☐
- ☐ Details should include information relating to make, product/type, colour and photographs/images. ☐
- ☐ REASON ☐
- To ensure that the development presents a satisfactory appearance in accordance with Policy BE13 of the Hillingdon Unitary Development Plan Saved Policies (September 2007).
6. No development shall take place until a landscape scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include: - ☐
1. Full details of Soft Landscaping ☐
 - 1.a Planting plans (at not less than a scale of 1:100), ☐
 - 1.b Full written specification of planting and cultivation works to be undertaken, ☐
 - 1.c Full schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate ☐
 - ☐ 2. Details of Hard Landscaping ☐
 - 2.a Covered and secure refuse storage ☐
 - 2.b Covered and secure cycle storage ☐
 - 2.c Means of enclosure/boundary treatments ☐
 - 2.d Car Parking Layouts (including demonstration that 20% of all parking spaces are served by electrical charging points) ☐
 - 2.e Hard Surfacing Materials ☐
 - 2.f External Lighting ☐
 - 2.g Other structures ☐
 - ☐ 3. Details of Landscape Maintenance ☐
 - 3.a Landscape Maintenance Schedule for a minimum period of 5 years. ☐
 - 3.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased. ☐
 - ☐ 4. Schedule for Implementation ☐
 - ☐ 5. Other ☐
 - 5.a Existing and proposed functional services above and below ground ☐
 - 5.b Proposed finishing levels or contours ☐
- ☐ Thereafter the development shall be carried out 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 locality and provide adequate facilities in compliance with policies BE13, BE38 and AM14 of the Hillingdon Unitary Development Plan Saved Policies (September 2007) and Policies 5.11 (living walls and roofs) and 5.17 (refuse storage) of the London Plan.

SCHEDULE OF CONDITIONS

- 7 · Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs'. ☐

☐ Remedial work should be carried out to BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. ☐

☐ REASON ☐

To ensure that the trees and other vegetation continue to make a valuable contribution to the amenity of the area in accordance with policy BE38 of the Hillingdon Unitary Development Plan Saved Policies (September 2007) and to comply with Section 197 of the Town and Country Planning Act 1990.

- 8 · Prior to the commencement of development a scheme for the reduction in potable water use including the harvesting and reuse of rainwater as well as the recycling and reuse of grey shall be submitted to and approved in writing by Local Planning Authority. The scheme shall clearly set out how collected water will be reused in areas where potable water is not required, i.e. toilet flushing and irrigation of landscaped areas. The development must proceed in accordance with the approved scheme. ☐

☐ Reason ☐

To ensure the development reduces the pressure on potable water in accordance with Policy 5.15 of the London Plan (July 2011).

SCHEDULE OF CONDITIONS

- 9 No development approved by this permission shall be commenced until a scheme for the provision of sustainable water management has been submitted to, and approved in writing by the Local Planning Authority. The scheme shall clearly demonstrate how it follows the strategy set out in Hyde Park Hayes, Report on Flood Risk Assessment and Surface Water Drainage Strategy, produced by Halcrow, dated July 2012 Issue 2 Revision 1, and incorporates sustainable urban drainage in accordance with the hierarchy set out in Policy 5.15 of the London Plan.

REASON

To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding contrary to Policy OE8 of the Hillingdon Unitary Development Plan Saved Policies (September 2007), Policy 5.12 Flood Risk Management of the London Plan (July 2011) and Planning Policy Statement 25. To be handled as close to its source as possible in compliance with Policy 5.13 Sustainable Drainage of the London Plan (July 2011), and conserve water supplies in accordance with Policy 5.15 Water use and supplies of the London Plan (July 2011).

- 10 Prior to development commencing, the applicant shall submit a construction logistic plan to the Local Planning Authority for its approval. The plan shall detail:
- (i) The phasing of development works.
 - (ii) The hours during which development works will occur.
 - (iii) Measures to prevent mud and dirt tracking onto adjoining roads (including wheel washing facilities).
 - (iv) 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).
 - (v) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
 - (vi) The storage of demolition/construction materials on site (including height of stored materials).
 - (vii) height of storage areas for materials or equipment.
 - (viii) details of cranes and other tall construction equipment (including the details of obstacle lighting) - such schemes shall comply with Advice Note 4 'Cranes and Other Construction Issues' (available at www.aoa.org.uk/publications/safeguarding.asp).
 - (xx) control of activities likely to produce smoke and dust, etc.
 - details of temporary lighting - such details shall comply with Advice Note 2 'Lighting Near Aerodromes' (available at www.aoa.org.uk/publications/safeguarding.asp).
 - (x) control and disposal of putrescible waste to prevent attraction of birds.

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

REASON

To safeguard the amenity of surrounding areas in accordance with Policy OE1 of the Hillingdon Unitary Development Plan (Saved Policies 2007).

SCHEDULE OF CONDITIONS

- 11 · Prior to commencement of development, details of a Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority. This shall incorporate measures to minimise vehicle deliveries during am and pm peak hours. The approved strategy shall be implemented as soon as the development is brought into use and the strategy shall remain in place thereafter. Any changes to the strategy shall be agreed in writing by the Local Planning Authority. ☐

☐ REASON: ☐

To encourage out of hours/off peak servicing to help mitigate the site's contribution to local congestion levels in compliance with Policy AM2 of the Hillingdon Unitary Development Plan Saved Policies September 2007

- 12 · No development approved by this planning permission except that necessary to fulfil this condition (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), shall take place until a scheme that includes the following components to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority: ☐

1) A preliminary risk assessment which has identified: ☐

- all previous uses ☐

- potential contaminants associated with those uses ☐

- a conceptual model of the site indicating sources, pathways and receptors ☐

- potentially unacceptable risks arising from contamination at the site. ☐

2) A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

3) The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken. ☐

4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. ☐

Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented as approved. ☐

☐ REASON: ☐

The Phase 1 report submitted with the planning application for confirms there is some land and groundwater contamination. The gravels beneath the site are designated a Principal Aquifer and this important resource needs to be protected. National Planning Policy Framework (NPPF) paragraph 109 states that the planning system should contribute to and enhance the natural and local environment by preventing both new and existing development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels of water pollution. Government policy also states that planning policies and decisions should also ensure that adequate site investigation information, prepared by a competent person, is presented (NPPF, paragraph 121). ☐

We would ask the applicant to wait for our comments on the Phase 2 report prior to undertaking any further work based on the site investigation.

SCHEDULE OF CONDITIONS

- 13 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved. ☐

REASON ☐

To protect the quality of the water environment by ensuring any contamination identified during construction (e.g. for the substantial basement) is addressed following EA guidance. National Planning Policy Framework (NPPF) paragraph 109 states that the planning system should contribute to and enhance the natural and local environment by preventing both new and existing development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels of water pollution. Government policy also states that planning policies and decisions should ensure that adequate site investigation information, prepared by a competent person, is presented (NPPF, paragraph 121).

- 14 No occupation of any part of the permitted development shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. ☐

REASON ☐

To ensure remedial work required by conditions 12 and 13 have been undertaken and demonstrated successfully. National Planning Policy Framework (NPPF) paragraph 109 states that the planning system should contribute to and enhance the natural and local environment by preventing both new and existing development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels of water pollution. Government policy also states that planning policies and decisions should ensure that adequate site investigation information, prepared by a competent person, is presented (NPPF, paragraph 121).

- 15 No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details. ☐

REASON ☐

To protect the quality of the water environment by ensuring any infiltration drainage is appropriate to the physical and chemical conditions of the site. Please see advice at the bottom for more detail. ☐

National Planning Policy Framework (NPPF) paragraph 109 states that the planning system should contribute to and enhance the natural and local environment by preventing both new and existing development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels of water pollution.

SCHEDULE OF CONDITIONS

- 16 Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details. □

REASON□

To protect the water environment. The basement structures have the potential to disturb contamination through their construction and their lifetime - they may cause contaminant migration if the structures cause the groundwater flow regime to change.

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 The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Unitary Development Plan Saved Policies (September 2007) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including the London Plan (July 2011) and national guidance.
- | | |
|------|--|
| LE1 | Proposals for industry, warehousing and business development |
| BE13 | New development must harmonise with the existing street scene. |
| BE19 | New development must improve or complement the character of the area. |
| BE25 | Modernisation and improvement of industrial and business areas |
| BE38 | Retention of topographical and landscape features and provision of new planting and landscaping in development proposals. |
| OE1 | Protection of the character and amenities of surrounding properties and the local area |
| OE11 | Development involving hazardous substances and contaminated land - requirement for ameliorative measures |
| OE13 | Recycling facilities in major developments and other appropriate sites |
| AM2 | Development proposals - assessment of traffic generation, impact on congestion and public transport availability and capacity |
| AM7 | Consideration of traffic generated by proposed developments. |
| AM13 | AM13 Increasing the ease of movement for frail and elderly people and people with disabilities in development schemes through (where appropriate): -
(i) Dial-a-ride and mobility bus services
(ii) Shopmobility schemes
(iii) Convenient parking spaces
(iv) Design of road, footway, parking and pedestrian and street |

SCHEDULE OF CONDITIONS

	furniture schemes
AM14	New development and car parking standards.
AM15	Provision of reserved parking spaces for disabled persons
LPP 2.6	(2011) Outer London: vision and strategy
LPP 2.7	(2011) Outer London: economy
LPP 2.8	(2011) Outer London: Transport
LPP 2.13	(2011) Opportunity Areas and intensification areas
LPP 2.14	(2011) Areas for regeneration
LPP 4.10	(2011) New and Emerging Economic Sectors
LPP 4.2	(2011) Offices
LPP 4.4	(2011) Managing Industrial Land & Premises
LPP 5.12	(2011) Flood risk management
LPP 5.2	(2011) Minimising Carbon Dioxide Emissions
LPP 5.3	(2011) Sustainable design and construction
LPP 5.5	(2011) Decentralised energy networks
LPP 5.7	(2011) Renewable energy
LPP 5.13	(2011) Sustainable drainage
LPP 5.14	(2011) Water quality and wastewater infrastructure
LPP 5.21	(2011) Contaminated land
LPP 6.9	(2011) Cycling
LPP 6.13	(2011) Parking
LPP 6.14	(2011) Freight strategy
LPP 7.14	(2011) Improving air quality
LPP 7.5	(2011) Public realm
LPP 8.2	(2011) Planning obligations
LPP 8.3	(2011) Community infrastructure levy

- 3 . The development hereby approved may be subject to the Construction (Design and Management) Regulations 1994, which govern health and safety through all stages of a construction project. The regulations require clients (ie. those, including developers, who commission construction projects) to appoint a planning supervisor and principal contractor who are competent and adequately resourced to carry out their health and safety responsibilities. Further information is available from the Health and Safety Executive, Rose Court, 2 Southwark Bridge Road, London, SE1 9HS (telephone 020 7556 2100).
- 4 . 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:-☐

SCHEDULE OF CONDITIONS

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 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.

- 5 . You should contact Thames Water Utilities and the Council's Building Control Service regarding any proposed connection to a public sewer or any other possible impact that the development could have on local foul or surface water sewers, including building over a public sewer. Contact: - The Waste Water Business Manager, Thames Water Utilities plc, Kew Business Centre, Kew Bridge Road, Brentford, Middlesex, TW8 0EE. Building Control Service - 3N/01, Civic Centre, High Street, Uxbridge, UB8 1UW (tel. 01895 250804 / 805 / 808).
- 6 . The development requires the formation of a vehicular crossover, which will be constructed by the Council. This work is also subject to the issuing of a separate licence to obstruct or open up the public highway. For further information and advice contact: - Highways Maintenance Operations, 4W/07, Civic Centre, Uxbridge, UB8 1UW.
- 7 . A licence must be obtained from the Highway Authority before any works are carried out on any footway, carriageway, verge or other land forming part of the public highway. This includes the erection of temporary scaffolding, hoarding or other apparatus in connection with the development for which planning permission is hereby granted. For further information and advice contact: - Highways Maintenance Operations, 4W/07, Civic Centre, Uxbridge, UB8 1UW
- 8 . Compliance with Building Regulations 'Access to and use of buildings' and Disability Discrimination Act 1995 for commercial and residential development. ☐
- ☐ You are advised that the scheme is required to comply with either:- ☐
- ☐ The Building Regulations 2000 Approved Document Part M 'Access to and use of buildings', or with ☐
 - ☐ BS 8300:2001 Design of buildings and their approaches to meet the needs of

SCHEDULE OF CONDITIONS

disabled people - Code of practice. AMD 15617 2005, AMD 15982 2005. ☐

☐ These documents (which are for guidance) set minimum standards to allow residents, workers and visitors, regardless of disability, age or gender, to gain access to and within buildings, and to use their facilities and sanitary conveniences. ☐

☐ You may also be required make provisions to comply with the Disability Discrimination Act 1995. The Act gives disabled people various rights. Under the Act it is unlawful for employers and persons who provide services to members of the public to discriminate against disabled people by treating them less favourably for any reason related to their disability, or by failing to comply with a duty to provide reasonable adjustments. This duty can require the removal or modification of physical features of buildings provided it is reasonable. ☐

☐ The duty to make reasonable adjustments can be effected by the Building Regulation compliance. For compliance with the DDA please refer to the following guidance: - ☐

☐ · The Disability Discrimination Act 1995. Available to download from www.opsi.gov.uk ☐

☐ · Disability Rights Commission (DRC) Access statements. Achieving an inclusive environment by ensuring continuity throughout the planning, design and management of building and spaces, 2004. Available to download from www.drc-gb.org. ☐

☐ · Code of practice. Rights of access. Goods, facilities, services and premises. Disability discrimination act 1995, 2002. ISBN 0 11702 860 6. Available to download from www.drc-gb.org. ☐

☐ · Creating an inclusive environment, 2003 & 2004 - What it means to you. A guide for service providers, 2003. Available to download from www.drc-gb.org. ☐

☐ This is not a comprehensive list of Building Regulations legislation. For further information you should contact Building Control on 01895 250804/5/6.

- 9 . You are advised that care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths during construction. Vehicles delivering materials to this development shall not override or cause damage to the public footway. Any damage will require to be made good to the satisfaction of the Council and at the applicant's expense. For further information and advice contact - Highways Maintenance Operations, Central Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB3 3EU (Tel: 01895 277524).
- 10 . Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at www.aoa.org.uk/publications/safeguarding.asp)
- 11 . Induction loops should be specified to comply with BS 7594 and BS EN 60118-4, and a term contract planned for their maintenance. ☐

SCHEDULE OF CONDITIONS

☐ Care must be taken to ensure that overspill and/or other interference from induction loops in different/adjacent areas does not occur.☐

☐ Flashing beacons/stroboscopic lights linked to the fire alarm should be carefully selected to ensure they remain within the technical thresholds not to adversely affect people with epilepsy.

- 12 . You will be expected to utilise light sensors within the building to ensure that lights are turned off when facilities and rooms are not in use.
- 13 . You are advised that the development hereby approved represents chargeable development under the Community Infrastructure Levy. The applicant will be liable to pay the Community Infrastructure Levy on commencement of this development. A separate liability notice will be issued by the Local Planning Authority, however you are advised that it is your responsibility to notify the Local Planning Authority of the anticipated commencement date and any changes in liability through submission of the appropriate forms.☐
- ☐ Should you require further information please refer to the Council's Website (<http://www.hillingdon.gov.uk/index.jsp?articleid=24738>).
- 14 . The applicant is encouraged if the building uses mechanical ventilation to draw air from as high as possible to ensure the air is as clean as possible.

END OF SCHEDULE

Address:

Planning, Environment, Education & Community
Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230

GRANT OF PLANNING PERMISSION

Application Ref.No.: 45753/APP/2012/2029

SCHEDULE OF PLANS

110475-D205 Rev. E - received 20 Aug 2012

SKM Air Quality Assessment dated 16 August 2012 - received 20 Aug 2012

3D Reid Design and Access Statement, dated June 2012 - received 20 Aug 2012

SKM Transport Assessment HPH5 including appendices (Volumes I, II, III) dated August 2012 - received 20 Aug 2012

HED.983.107 Rev. E - received 19 Nov 2012

HED.983.103 Rev .D - received 19 Nov 2012

HED.983.104 Rev. E - received 19 Nov 2012

110475-D206 Rev. B - received 20 Aug 2012

Foul Water Strategy Rev. A received 13 November 2012 - received 13 Nov 2012

Report of Flood Risk Assessment & Surface Water Drainage Strategy Rev. 1 received 13 November 2012 - received 13 Nov 2012

Drainage Plans Figure 3 (proposed storm water strategy) Rev. PO1 - received 20 Aug 2012

SKM Energy Statement HPH5 dated 2 July 2012 - received 20 Aug 2012

Delta Simons Environmental Assessment Phase 1 dated March 2012 - received 15 Nov 2012

Water Management: Flood Foul Water Strategy Rev A - received 13 Nov 2012

3D Reid Safety and Crime Prevention Note, dated November 2012 - received 19 Nov 2012

null - received

110475-D-005 Rev. B - received 20 Aug 2012

Delta Simons Environmental Assessment Phase 2 dated October 2012 - received 15 Nov 2012

Rapleys Planning Statement dated 18 August 2012 - received 20 Aug 2012

Dainage Plans Figure 1 (existing) Rev. PO1 - received 20 Aug 2012

110475-D211 - received 19 Nov 2012

110475-D212 - received 19 Nov 2012

Drainage Plans Figure 2 (foul water strategy) Rev. PO0 - received 20 Aug 2012

BREEM Ecology Report HPH4 and HPH5 (final version dated August 2012) - received 20 Aug 2012

110475-D210 Rev. A - received 20 Aug 2012

HED.983.105 Rev. E - received 19 Nov 2012

HED.983.106 Rev. E - received 19 Nov 2012

SKM Framework Travel Plan HPH5, dated August 2012 - received 19 Nov 2012

Fire Strategy - additional statement received 20 November 2012 - received 20 Nov 2012

SK1020/61/1-SLP05 (location plan) - received 19 Nov 2012

110475-D200 Rev. F - received 20 Aug 2012

110475-D201 Rev. F - received 19 Nov 2012

110475-D202 Rev. E - received 20 Aug 2012

3D Reid Design Bird Hazard Management Plan dated July 2012 - received 19 Nov 2012

110475-D209 Rev. B - received 19 Nov 2012

110475-D203 Rev. E - received 20 Aug 2012

110475-D204 Rev. E - received 20 Aug 2012

110475-D-006 Rev. B Site Layout Plan - received 19 Nov 2012

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

- 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 8428). Appeal forms can be downloaded from the Planning Inspectorate's website at <http://www.planning-inspectorate.gov.uk>.
- 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 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 they 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 office 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 in its existing state nor render the land capable of 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.

Appendix 3

Form PO1

TO: HEAD OF DEVELOPMENT CONTROL
ENVIRONMENTAL SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE ROOM A357
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(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 AGREEMENT IF 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

THE COMMON SEAL of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON
was duly affixed to this Deed
in the presence of:-

Sobuein

MEMBER OF
THE COUNCIL

AUTHORISED OFFICER

[Signature]



Signed as a Deed on behalf of HPH A)
Ltd a company incorporated in the Isle)
of Man acting by *MARTIN HAN CREGG* - DIRECTOR)
an authorised signatory)
being a person who in accordance with)
the laws of that territory is acting under)
the authority of the company)

Authorised Signatory *[Signature]*

IN WITNESS WHEREOF this document which is intended to take effect as a deed has
been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day
and year first above written.

SIGNED AND DELIVERED

by

[Signature]

[Signature]

Attorney of
HSBC Bank plc

[Signature]

in the presence of:

E. Grundy

Witness:

Cathryn Elizabeth Grundy

Address:

HSBC Bank plc

PO Box 421

Dorchester

Isle of Man

IM99 3AE

Occupation:

BANK OFFICIAL