

DATED

4 JANUARY

2020-1

KINGS OAK BRUNEL LLP

and

THE LONDON BOROUGH OF HILLINGDON

and

BRIDGECO LIMITED

and

IRONBRIDGE FINANCE¹LLP

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

**ALLPORT HOUSE, 1 COWLEY BUSINESS PARK, HIGH STREET, COWLEY,
UXBRIDGE UB8 2AD**

46104/APP/2020/789

Attn: Natalie Fairclough
Planning & Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 3E/04/NF/017452

THIS PLANNING OBLIGATION BY DEED is dated **4 JANUARY**

2020-1

and is made **BETWEEN**:

- (1) **KINGS OAK BRUNEL LLP** (Co. Regn. No. OC428321) a company registered in England whose registered office is situated at 52 High Street, Harrow, HA1 3LL ("the Owner");
- (2) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council");
- (3) **BRIDGECO LIMITED** (Co. Regn. No. 6629989) of 6th Floor 33 Holborn London EC1N 2HT ("First Mortgagee");
- (4) **IRONBRIDGE FINANCE¹ LLP** (LLP Regn. No. OC404681) of 2nd Floor Gadd House Arcadia Avenue London N3 2JU ("Second Mortgagee")

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 a Freehold interest in that part of the Land registered under Title Numbers AGL36115 and AGL158482 at the Land Registry subject to a charge in favour of the First Mortgagee and the Second Mortgagee.
- C The First Mortgagee has an interest in the Land by way of a first legal charge dated 18 October 2019 between the Owner and the First Mortgagee and is willing to be a party to this Deed.
- D The Second Mortgagee has an interest in the Land by way of a second legal charge dated 18 October 2019 between the Owner and the Second Mortgagee and is willing to be a party to this Deed.
- E On 5 March 2020 the applicant 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 Owner intends to develop the Land pursuant to the Planning Permission.
- G The Council resolved at its Major Applications Planning Committee meeting on 13 October 2020 to delegate authority to determine the Planning Application to the Head of Planning Transportation and Regeneration subject to the prior completion of this Deed.
- H 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 (as amended);
“Affordable Housing”	means subsidised housing available through a Registered Provider (or other social landlord as the Director of Residents Services shall have approved in writing beforehand) to persons who cannot afford to rent or buy houses generally available on the open market;
“Affordable Housing Contribution”	means the sum of £116,451 (One Hundred and Sixteen Thousand Four Hundred and Fifty One Pounds) to be provided in accordance with Schedule 1 in lieu of Affordable Housing on-site provision;

“Affordable Housing Review Mechanism”	means the mechanism for the Council to review the Quantum of Affordable Housing to be provided at the Development as detailed in Schedule 2;
“Authority’s Area”	means the administrative area of the Council;
“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) archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination adverse ground conditions repair construction of temporary fencing or hoardings, services diversions, site clearance and preparation and demolition and “Commence” and “Commencement” shall be construed accordingly;
“Contributions”	Means the Affordable Housing Contribution payable in accordance with Schedule 1;
“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;
“Deputy Chief Executive and Director of Resident Services”	means the Council’s Deputy Chief Executive and Director of Resident Services or such person as the Council designates as undertaking this role
"Development"	means the development authorised by the Planning Permission or any future planning permission subsequently issued for the Development under section 73 of the Act;
“Form PO1”	means the form in the substantial format set

	out in Annex 1;
"Index Linked"	means the application of the formula at clause 15 of this Deed and "Indexation" and "Index Linking" and "Indexation" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;
"Land"	means the land and buildings at Allport House, 1 Cowley Business Park, High Street, Cowley, Uxbridge UB8 2AD registered under title numbers AGL36115 and AGL158482 at the Land Registry and is within the area edged red on the Plan;
"Occupation"	means occupation of the Land for the purposes permitted by the Planning Permission and "Occupy" "Occupier" and "Occupied" shall be construed accordingly;
"Parking Permit"	means a resident's parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended);
"Plan"	means the Plan attached to this Deed at Annex 2 ;
"Planning Application"	means the application for planning permission for the erection of a roof extension to provide 9 (5 x 3-bed, 3 x 2-bed and 1 x 4-bed) self-contained residential units with car parking, refuse store, amenity space and associated works under the Council's reference number 46104/APP/2020/789;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the

	substantial form set out in Annex 3;
“Project Management and Monitoring Sum”	means the sum equivalent to five (5) percent of the total cash Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed;
“Section 106 Reference”	means the planning application reference number 46104/APP/2020/789 ;
“Specified Date”	means the date upon which an obligation arising under this Deed is due to be performed;
“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 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 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 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

The obligations contained 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.

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 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.
- 4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

5. THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in clause 6 and the schedules of 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.
- 6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Sum. For the avoidance of doubt the Project Management and Monitoring Sum shall be in addition to the costs referred to in sub-clause 6.1 above.

7. REGISTRATION OF DEED

The Owner recognises and agrees that 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 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. EXPERT DETERMINATION

- 9.1 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 determination by a single appointed expert to be agreed between the parties or, failing agreement, within twenty one (21) days by an expert to be appointed at the request of any party by the President of The Royal Institution of Chartered Surveyors (or by the President of the Institution of Civil Engineers if the dispute relates to the Highway Works) as the case may be having due regard to any representations made to him as to the appropriate qualifications of such expert. Such expert to make a finding as an expert which finding shall (except in the case of manifest error) be binding on both parties including a finding as to the apportionment of costs of the determination process.

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:

a) Council: Deputy Chief Executive and Director of Resident Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed; and

b) Owner at 52 High Street, Harrow, HA1 3LL or such other address as either may notify to the other from time to time.

12. FORM PO1

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 in accordance with clause 11 above and shall cite the Section 106 Reference.

13. CHANGE IN OWNERSHIP

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 transferee'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.

14. CONTRIBUTIONS

14.1 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 11 above;

(b) 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.

14.2 Where any sum is paid for a particular purpose in accordance with this Deed the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.

14.3 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

15. INDEXATION

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 of Consumer Prices for the month 2 months before the Specified Date;
- (d) D is the Index of Consumer Prices for the month 2 months before the date of this Deed; and
- (e) C/D is equal to or greater than 1.

16. 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.

17. VAT

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

17.2 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.

18. JURISDICTION

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

19. FIRST MORTGAGEE'S CONSENT

The First Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of its charge over the Land shall take effect subject to this Deed PROVIDED THAT the First 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.

20. SECOND MORTGAGEE'S CONSENT

The Second Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of its charge over the Land shall take effect subject to this Deed PROVIDED THAT the Second 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.

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

SCHEDULE 1
AFFORDABLE HOUSING CONTRIBUTION

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

1. Prior to Commencement of the Development to pay to the Council the Affordable Housing Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development of any part of the Development before the Affordable Housing Contribution is paid.

SCHEDULE 2
AFFORDABLE HOUSING REVIEW MECHANISM

In this Schedule:

"Additional Affordable Housing"	means any Affordable Housing in addition to the Affordable Housing Units or the Affordable Housing Contribution to be provided as part of the Development pursuant to the Viability Assessment Mechanism referred to in this Schedule and "Additional Affordable Housing Units" shall be construed accordingly
"Financially Viable"	means that the Development has (or as at the Review Date is predicted to have) upon completion of the Development a gross development value that results in not less than twenty percent (20%) developer's profit on sales and "Financial Viability" shall be construed accordingly.
"Initial Quantum"	means the provision the Affordable Housing units in the Development delivered as Affordable Housing or of Affordable Housing Contribution pursuant to this Agreement.
"Quantum of Affordable Housing"	means the provision of Affordable Housing for the Development (inclusive of the Affordable Housing Units and Affordable Housing Contribution);
" Review Date"	means the date being eighteen (18) months from the date of the grant of the Planning Permission.
"Revised Quantum"	means the revised provision of Affordable Housing (inclusive of the Affordable

	Housing Contribution) for the Development.
"Substantially Complete"	means completed to practical completion and also so as to be ready for Occupation.
"Viability Assessment Mechanism"	means a viability appraisal to be carried out for the whole Development in the same format as was submitted and relied upon in support of the Application (unless otherwise agreed by the Council).
"Viability Report"	means a report to be produced at the expense of the Owner setting out the results of the viability appraisal as at the Review Date.

The Owner covenants with the Council as follows:

1. Within twenty eight (28) days of the Review Date (but on one occasion only and only if at the Review Date the Development has not been Commenced) the Council may serve written notice to the Owner requiring that it provides to the Council a Viability Report using the Viability Assessment Mechanism, at the Owner's own expense, in order to establish whether the residential Development would be Financially Viable.
2. In the event that the Council give the notice referred to in paragraph 1 of this Schedule the Owner will at its own expense use the Viability Assessment Mechanism to prepare a Viability Report for the purpose of reassessing the Development and which shall be delivered to the Council within two (2) months of the notice referred to in paragraph 1 of this Schedule 2.

3. If following receipt of the Viability Report the Council shall at any time request additional information and evidence in respect of matters contained in (or omitted from) the Viability Report the Owner shall reasonably and promptly after any such request provide to the Council such information and evidence.
4. Where the Council has responded with details of the elements of the Viability Report that are not agreed together with reasons for disagreement and alternative figures assumptions or bases of calculations then the Owner shall within twenty eight (28) working days following the receipt of the Council's response provide a reply in writing either:
 - a. confirming the Owner's acceptance of the Council's alternative figures assumptions or bases of calculation; or
 - b. specifying those matters contained within the Council's response that are not agreed together with full reasons for the same ("Disputed Matters").
5. Any Disputed Matters shall be determined as provided for in clause 9 of this Deed.
6. If the Council confirms in writing that it agrees with the Viability Report then that report shall become an agreed Viability Report for the purposes of this Schedule.
7. Unless otherwise agreed between the parties in writing the following process and assumptions shall be relied upon and followed in applying the Viability Assessment Mechanism pursuant to this Agreement:
 - a. the Quantum of Affordable Housing in the Development as a whole shall not under any circumstances exceed thirty (35%) per cent of the Dwellings within the Development.
8. The parties hereby agree that the following assumptions shall apply in any application of the Viability Assessment Mechanism:
 - a. Land costs

This is the value of the Land at the time it was invested in the project by the Owner.

b. Planning Costs

These are the costs reasonably incurred by the Owner in obtaining the Planning Permission and all reserved and conditional matters thereunder and all requisite consents required for infrastructure works. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure. For the avoidance of doubt these include all planning costs of complying with the planning obligations relating to the development.

c. Enabling Works

These are the costs reasonably incurred by the Owner for all proposed infrastructure works necessarily required for the carrying out of the Development. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure.

d. Sales Costs

These are the costs reasonably incurred by the Owner in selling land to developers of the site, e.g. legal fees, sales agent fees etc. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure.

e. Sales Income

This is all of the income received in respect of the development of the site including land sales (including additional overage sums), rents, advertisement and all other income. This income will represent actual income received at the date of the Viability Report. It will be evidenced by a statement by the Owner's solicitors:

1. verifying the historic income from the development of the site such as receipts from land sales;
2. certifying that all of the sale receipts represent arms length disposals and at open market value;
3. in the case of a disposal not for money providing information about the arrangements to enable the value of the transaction to be assessed.

f. Historic Costs

The costs referred to in paragraphs above will be verified by a statement by The Owner's auditors verifying the historic costs concerned.

g. Forecast Costs

Full details of the forecast costs referred to in paragraphs above will be verified by an independent and appropriately qualified quantity surveyor.

h. Other Costs

Any other costs directly and properly incurred in connection with the carrying out of the Development

9. If the Viability Report produced and agreed in accordance with this Schedule 2 indicates that the Development would not be Financially Viable if the Initial Quantum were to be increased, then the Affordable Housing shall be delivered in accordance with this agreement in line with the Initial Quantum.
10. If the Viability Report produced and agreed or determined in accordance with this Schedule indicates that the residential Development would be Financially Viable with a Quantum of Affordable Housing that is greater than the Initial Quantum then the quantum of Affordable Housing within the Development shall be increased to a new Quantum of Affordable Housing which represents the maximum quantum that could be sustained by the Development whilst remaining Financially Viable as evidenced by the agreed or determined Viability Report ("the Revised Quantum").
11. Within two (2) months of the Viability Report being agreed or determined, the Council shall notify the Owners of the Revised Quantum for Affordable Housing to be provided within the residential Development.
12. Within two (2) months of the Council notifying the Owners of the Revised Quantum, the Owners shall provide to the Council a scheme for approval by the Council demonstrating how the Affordable Housing will be delivered and secured and the Owners shall make such amendments to the proposed scheme as are reasonably required by the Council or the revised Affordable Housing Contribution shall be paid accordingly.

13. Following approval by the Council of the scheme referred to in paragraph 12 above, the Owners shall enter into such legal agreements with the Council as the Council reasonably require to ensure that the Revised Quantum of Affordable Housing is delivered in accordance with the approved scheme or to ensure that the revised Affordable Housing Contribution is paid accordingly.
14. The Council may require the Owners to pay an additional financial contribution towards Affordable Housing within the Authority's Area in lieu of providing the Revised Quantum within the residential Development, such contribution to be determined by the Council acting reasonably in accordance with its Supplementary Planning Document on Planning Obligations (from time to time in force).

SCHEDULE 3
PARKING PERMIT RESTRICTIONS

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

1. Upon completion of this Deed not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.
2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
3. That in respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

“the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. []]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon (“the Council”) not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1”

ANNEX 1
FORM PO 1

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

FORM
PO1

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): _____

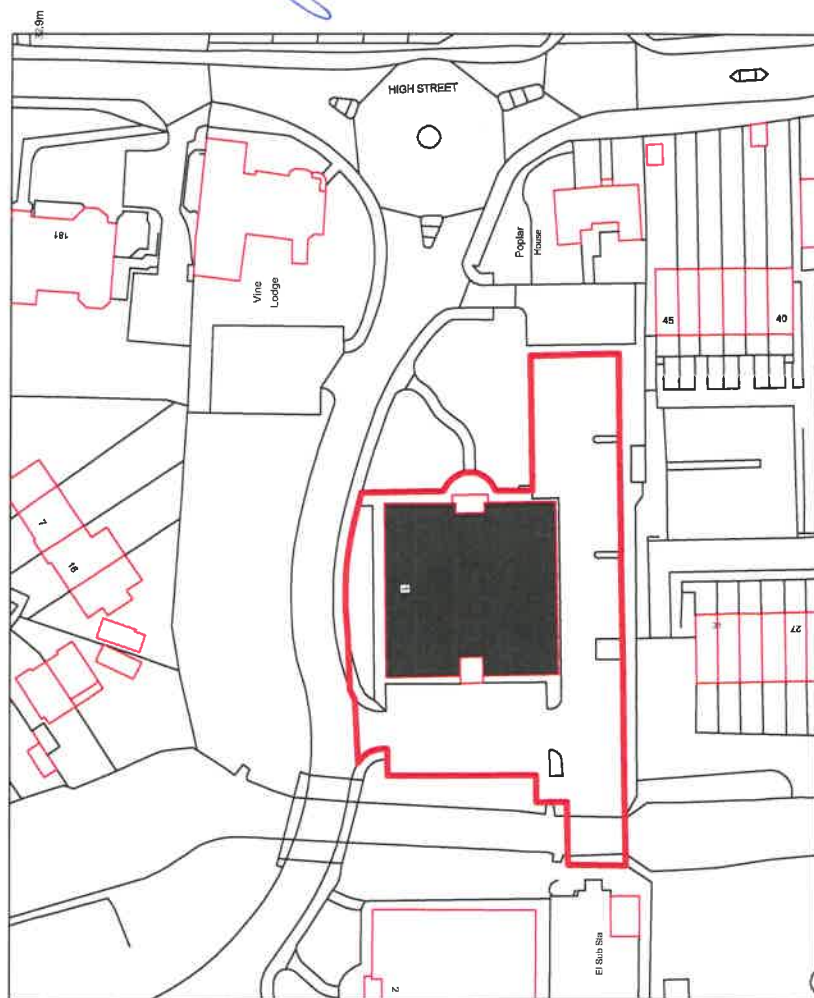
MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

ANNEX 2
PLAN

	20 metres	40 metres	60 metres	80 metres	100 metres
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ALLPORT HOUSE
COWLEY, UXBRIDGE, UB8 2AD

Drawing Title: EXISTING LOCATION PLAN

Scale: 1:1250 @ A4
Date: FEBRUARY 2020
Drawing Number: 4D_1920_PL_601

010715

ANNEX 3

DRAFT PLANNING PERMISSION

DRAFT

Mr Phillip Taylor
Thorncroft Manor
Thorncroft Drive
Leatherhead
KT22 8JB

Application Ref: 46104/APP/2020/789

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 roof extension to provide 9 (5 x 3-bed, 3 x 2-bed and 1 x 4-bed) self-contained residential units with car parking, refuse store, amenity space and associated works

Location of development: Allport House, Cowley Business Park High Street
Cowley

Date of application: 16 March 2020

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 14 October 2020

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: 46104/APP/2020/789

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:
4D_1920_PL_634_C, 4D_1920_PL_610.3D, 4D_1920_PL_611.3 D,
4D_1920_PL_612.3 B, 4D_1920_PL_620 E, 4D_1920_PL_621 E,
4D_1920_PL_622 E, 4D_1920_PL_623 E, 4D_1920_PL_624_D,
4D_1920_PL_625_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 Local Plan Part 1 (2012), Part 2 (2020) and the London Plan (March 2016).

- 3 . Development shall not commence on the hereby approved rooftop extension unless it is carried out in parallel with, or post completion of, the conversion of the existing office building to residential use as consented by prior approval Ref: 46104/APP/2019/2606 dated 27-09-19 or 46104/APP/2018/1215 dated 01-06-18 .

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan Part 1 (2012), Part 2 (2020) and the London Plan (2016).

- 4 . Prior to relevant works, details of all materials and external surfaces, including details of balconies/terraces, shall be 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 DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Plan (January 2020).

SCHEDULE OF CONDITIONS

- 5 - Prior to commencement, details shall be submitted to, and approved in writing by, the Local Planning Authority with respect to:

1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.

2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority. Such fencing should be a minimum height of 1.5 metres.

Thereafter, the development shall be implemented in accordance with the approved details.

The fencing shall be retained in position until development is completed.

The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:

2.a There shall be no changes in ground levels;

2.b No materials or plant shall be stored;

2.c No buildings or temporary buildings shall be erected or stationed.

2.d No materials or waste shall be burnt; and.

2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.

3. Where the arboricultural method statement recommends that the tree protection measures for a site will be monitored and supervised by an arboricultural consultant at key stages of the development, records of the site inspections / meetings shall be submitted to the Local Planning Authority.

REASON

To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with policy DMHB 14 of the Hillingdon Local Plan Part 2 (2020)

SCHEDULE OF CONDITIONS

6. Prior to occupation, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include:
 1. Details of Soft Landscaping
 - 1.a Planting plans (at not less than a scale of 1:100)
 - 1.b Written specification of planting and cultivation works to be undertaken
 - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate
 2. Details of Hard Landscaping
 - 2.a Refuse/recycling Storage
 - 2.b Cycle Storage for 14 spaces and 3 motorcycle spaces
 - 2.c Means of enclosure/boundary treatments
 - 2.d Car Parking Layouts for 14 cars (including demonstration that 3 parking spaces are served by active electrical charging points and 11 parking spaces are served by passive provision and 1 disabled parking bay)
 - 2.e External lighting
 3. Living Walls and Roofs
 - 3.a Details of the inclusion of living walls and roofs
 - 3.b Justification as to why no part of the development can include living walls and roofs
 4. Details of Landscape Maintenance
 - 4.a Landscape Maintenance Schedule for a minimum period of 5 years.
 - 4.b Proposals for the replacement of any tree, shrub, or area of surf/seeded within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
 5. Schedule for Implementation
 6. Other
 - 6.a Existing and proposed functional services above and below ground
 - 6.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 DMHB 11, DMHB 12, DMHB 14, DMEI 1 and DMT 2 of the Hillingdon Local Plan Part 2 (2020) and 5.17 (refuse storage) of the London Plan (2015).

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 (or after) 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'.g Remedial work should be carried out to BS 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 DMHB 14 of the Hillingdon Local Plan Part 2 (2020) and to comply with Section 197 of the Town and Country Planning Act 1990.

- 8 . Prior to the units being brought into use, details of the siting, design and materials of side privacy screens to balconies shall be submitted to and approved in writing by the Local Planning Authority.

The screens shall be installed as per the consented details prior to the first occupation of the development here by approved, the privacy screens shall be retained on site for so long as the development remains in existence.

REASON

To prevent overlooking to adjoining properties and to protect the privacy of occupiers of the flats in accordance with policies DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 9 . The residential units hereby approved shall not be occupied until a parking allocation scheme has been submitted to, and approved in writing by, the Local Planning Authority. The parking allocation scheme shall, as a minimum, include a requirement that all on-site car parking shall be allocated and dedicated for the use of each of the residential units hereby approved and shall remain allocated and dedicated in such a manner for the life-time of the development.

REASON

To ensure that an appropriate level of car parking provision is provided on site in accordance with Policy DMT 6 of the Hillingdon Local Plan Part Two 2 (2020) and Chapter 6 of the London Plan (July 2011).

SCHEDULE OF CONDITIONS

- 10 - The dwellings and car parking areas shall achieve 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). No dwelling shall be occupied until accreditation has been achieved.

REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000, to ensure the development provides a safe and secure environment in accordance with policy DMHB 15 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and Policies 7.1 and 7.3 of the London Plan (March 2016).

- 11 - The dwellings hereby approved shall be constructed to meet the standards for a Category 2 M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, and all such provisions shall remain in place for the life of the building.

REASON

To ensure that an appropriate standard of housing stock, in accordance with London Plan policy 3.8 c, is achieved and maintained.

SCHEDULE OF CONDITIONS

- 12 · No development shall commence until a 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.

This must demonstrate compliance with the Mayor of London's 'The Control of Dust and Emissions from Construction and Demolition' Supplementary Planning Guidance (or any successor document).

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

REASON

To protect the amenities of local residents, in compliance with Policies DMHB 11, DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012), Policies 7.14 and 7.15 of the London Plan (March 2016) and the National Planning Policy Framework (February 2019).

- 13 · The noise level in rooms at the development hereby approved shall meet the internal noise levels specified in BS8233:2014 for internal rooms and external amenity areas.

REASON

To safeguard the amenity of the occupants of surrounding properties in accordance with DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and Policy 7.15 of the London Plan (March 2016).

SCHEDULE OF CONDITIONS

- 14 . No development shall commence until a scheme for protecting the proposed development from noise generation at nearby commercial uses has been submitted to and approved in writing by the Local Planning Authority. All works which form part of the scheme shall be fully implemented before the development is occupied and thereafter shall be retained and maintained in good working order for so long as the building remains in use.

REASON

To ensure that the amenity of the occupiers of the proposed development is not adversely affected by noise in accordance with DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and Policy 7.15 of the London Plan (March 2016).

- 15 . Prior to the occupation, an ecological protection and enhancement strategy shall be agreed in writing with the Local Planning Authority. The strategy shall identify the measures necessary to protect the current wildlife on site, through trapping and translocation, and/or through the use of artificial refugia to move wildlife away from the construction areas. The strategy shall also include full details of the enhancement measures that will be incorporated into the development to provide features of wildlife value; these measures shall include a new water feature (i.e. pond), bat and bird boxes and areas within the landscape dedicated to protecting and enhancing opportunities for wildlife (this area should be of a sufficient size commensurate with areas lost to the development). The development must proceed in accordance with the approved strategy and thereafter retained as such.

REASON

In order to encourage a wide diversity of wildlife on the existing semi-natural habitat of the site in accordance with policy DMEI 7 of the Hillingdon Local Plan Part 2 (2020). and London Plan (2016) Policy 7.19.

- 16 . Prior to above ground works, further detailed design of the development shall be submitted and approved by the Local Planning Authority to identify the design features incorporated to prevent overheating of the units, this shall include the overnight temperature. The details approved shall be implemented in full and retained for the lifetime of the development.

REASON

To ensure adequate living accommodation is provided for all future residents in accordance with policies SI3 and SI 4 of the Intend to Publish London Plan (2019).

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 Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material

SCHEDULE OF CONDITIONS

considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

DMCI 7	Planning Obligations and Community Infrastructure Levy
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 10	Water Management, Efficiency and Quality
DMEI 11	Protection of Ground Water Resources
DMEI 12	Development of Land Affected by Contamination
DMH 2	Housing Mix
DMH 4	Residential Conversions and Redevelopment
DMH 7	Provision of Affordable Housing
DMHB 11	Design of New Development
DMHB 12	Streets and Public Realm
DMHB 14	Trees and Landscaping
DMHB 15	Planning for Safer Places
DMHB 16	Housing Standards
DMHB 17	Residential Density
DMHB 18	Private Outdoor Amenity Space
DMHB 19	Play Space
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 4	Public Transport
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
LPP 2.16	(2016) Strategic Outer London Development Centres
LPP 3.3	(2016) Increasing housing supply
LPP 3.4	(2015) Optimising housing potential
LPP 3.5	(2016) Quality and design of housing developments
LPP 3.8	(2016) Housing Choice
LPP 3.9	(2016) Mixed and Balanced Communities
LPP 3.12	(2016) Negotiating affordable housing on individual private residential and mixed-use schemes
LPP 5.2	(2016) Minimising Carbon Dioxide Emissions
LPP 5.3	(2016) Sustainable design and construction
LPP 5.11	(2016) Green roofs and development site environs
LPP 5.12	(2016) Flood risk management
LPP 5.17	(2016) Waste capacity
LPP 5.21	(2016) Contaminated land
LPP 6.10	(2016) Walking

SCHEDULE OF CONDITIONS

LPP 6.13	(2016) Parking
LPP 6.5	(2016) Funding Crossrail and other strategically important transport infrastructure
LPP 6.9	(2016) Cycling
LPP 7.1	(2016) Lifetime Neighbourhoods
LPP 7.2	(2016) An inclusive environment
LPP 7.4	(2016) Local character
LPP 7.14	(2016) Improving air quality
LPP 7.15	(2016) Reducing and managing noise, improving and enhancing the acoustic environment and promoting appropriate soundscapes.
LPP 8.2	(2016) Planning obligations
LPP 8.3	(2016) Community infrastructure levy
LPP 8.4	(2016) Monitoring and review
NPPF- 2	NPPF-2 2018 - Achieving sustainable development
NPPF- 5	NPPF-5 2018 - Delivering a sufficient supply of homes
NPPF- 11	NPPF-11 2018 - Making effective use of land
NPPF- 12	NPPF-12 2018 - Achieving well-designed places

- 3 . You are advised that if any part of the development hereby permitted encroaches by either its roof, walls, eaves, gutters, or foundations, then the validity of this planning permission may be challengeable by third parties.
- 4 . Your attention is drawn to the fact that the planning permission does not override property rights and any ancient rights of light that may exist. This permission does not empower you to enter onto land not in your ownership without the specific consent of the owner. If you require further information or advice, you should consult a solicitor.
- 5 . 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.

SCHEDULE OF CONDITIONS

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.

- 6 . The Council will recover from the applicant the cost of highway and footway repairs, including damage to grass verges.

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).

For Private Roads: Care should be taken during the building works hereby approved to ensure no damage occurs to the verge of footpaths on private roads during construction. Vehicles delivering materials to this development shall not override or cause damage to a private road and where possible alternative routes should be taken to avoid private roads. The applicant may be required to make good any damage caused.

- 7 . 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.
- 8 . 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@hillingsdon.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.

SCHEDULE OF CONDITIONS

The above forms can be found on the planning portal at:
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.

END OF SCHEDULE

Address:

Residents Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref.No.: 46104/APP/2020/789

SCHEDULE OF PLANS

4D_1920_PL_600 - received 04 Mar 2020
4D_1920_PL_100 - received 04 Mar 2020
4D_1920_PL_103 - received 04 Mar 2020
4D_1920_PL_101 - received 04 Mar 2020
4D_1920_PL_500 - received 04 Mar 2020
4D_1920_PL_502 - received 04 Mar 2020
4D_1920_PL_503 - received 04 Mar 2020
4D_1920_PL_501 - received 04 Mar 2020
4D_1920_PL_200 - received 04 Mar 2020
4D_1920_PL_201 - received 04 Mar 2020
4D_1920_PL_601 - received 17 Mar 2020
4D_1920_PL_624 D - received 01 Oct 2020
4D_1920_PL_623 E - received 01 Oct 2020
4D_1920_PL_622 E - received 01 Oct 2020
4D_1920_PL_621 E - received 01 Oct 2020
4D_1920_PL_620 E - received 01 Oct 2020
4D_1920_PL_625_E - received 01 Oct 2020
Financial Viability Assessment - received 19 Aug 2020
Sustainability and Energy Statement - received 05 Mar 2020
Transport Statement - received 05 Mar 2020
Flood Risk Assessment - received 05 Mar 2020
Foul Water Capacity Letter dated December 2020 - received 05 Mar 2020
4D_1920_PL_637 A - received 25 Sep 2020
4D_1920_PL_636 A - received 25 Sep 2020
4D_1920_PL_634_C - received 25 Sep 2020
4D_1920_PL_612.3 B - received 24 Sep 2020
4D_1920_PL_610.3D - received 24 Sep 2020
4D_1920_PL_611.3 D - received 25 Sep 2020

THE COMMON SEAL of the
**MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON**

was duly affixed to this Deed
in the presence of:-

MEMBER OF
THE COUNCIL.....

AUTHORISED OFFICER.....

EXECUTED AS A DEED by

KINGS OAK BRUNEL LLP acting by:-

MEMBER.....

MEMBER.....

SIGNED by BRIDGECO LIMITED)
acting by its attorney in the presence of:)

.....
Attorney

Witness signature
Name of witness
Address of witness
.....
Occupation

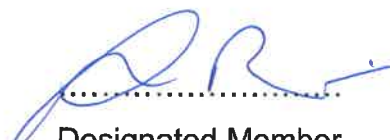
Executed as a deed by

IRON BRIDGE FINANCE 1 LLP)

acting by a member)

in the presence of:)

)
)
)
)


.....
Designated Member

Witness
signature..... 

Name of
Witness..... EDWARD ALEXSON

Address of
Witness..... 3 LITTLE POTTERS, BUSHEY, HERTS, WD23 4PT

Occupation..... ACCOUNTANT