DATED 23 September **2021**

KENT KRAFT ESTATES LIMITED

and

NATIONAL WESTMINSTER BANK PLC

and

JAMOUK LIMITED

and

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 AS AMENDED, SECTION 16 OF THE GREATER LONDON COUNCIL (GENERAL POWERS) ACT 1974 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT OF LAND AT

42a WINDSOR STREET UXBRIDGE MIDDLESEX UB8 1AB

COUNCIL'S PLANNING APPLICATION NUMBER: 48534/APP/2020/1400

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: 3E/04/KM/ 017748

THIS PLANNING OBLIGATION BY DEED is dated 23 September 2021

And is made **BETWEEN**:

1. **KENT KRAFT ESTATES LIMITED** (Co. Regn. No.606707) of Crowe Clarke Whitehill, Riverside House, 41-43 High Street, Maidstone ME14 1JH and of 27 Banckside, Hartley, Longfield DA3 7RD and care of 16 South Park, Sevenoaks TN131AN ("**Owner**");

2. **NATIONAL WESTMINSTER BANK PLC** (Co. Reg. No. 0929027) of 250 Bishopsgate, London EC2M 4AA ("**Mortgagee**"); and whose address for service is Credit Documentation, PO Box 339, Manchester M60 2AH.

3. **JAMOUK LIMITED** (Co Regn. No 08654988) of Ashfields Suite, International House, Cray Avenue, Orpington, Kent BR5 3RS ("**Tenant**")

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

BACKGROUND

The Council is the Local Planning Authority for the purposes of the Act in respect of the Site and by whom the obligations in this Deed are enforceable.

The Owner is the freehold owner of part of the Land, which is registered at HM Land Registry under title number NGL234412.

The Mortgagee has a charge dated 19th July 2005, registered against title number NGL234412, and is willing to enter into this Deed to give its consent to and bind its interest in the Land.

On 28th April 2020 the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application, which was verified on 28th April 2020

The Council resolved at its Central & South Planning Applications Committee meeting on 5th October 2020 to delegate authority to determine the Planning Application to the Head of Planning subject to the prior completion of this Agreement.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1. INTERPRETATION

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

"1990 Act"	means the Town and Country Planning Act 1990;
"Authority's Area"	means the administrative area of the Council;
"Commencement of Development"	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations

	and Commence and Commencement shall be construed accordingly;
"Development"	means the development of the Site pursuant to the Planning Permission as summarised in **Schedule 1** hereto;
"Dwelling"	means all occupants/owners of the residential Units (Use Class C3) relating to Council's Planning Application Reference **48534/APP/2020/1400** are restricted from obtaining any parking permits;
"Form PO1"	means the form in the substantial format attached at Appendix 1;
"Index Linked"	means the application of the formula provided at Clause 15 of this Agreement;
"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);
"Parties"	means the Owners, Mortgage Lender, and the Council;
"Plan"	means the plan attached to this Deed at **Appendix 2** hereto;
"Planning Application"	means the application for planning permission for the change of use of the Conversion of upper floors from offices (Use Class B1) to provide 2 x 1-bed and 1 x 2-bed maisonettes (Use Class C3) which has been given the Council's Planning Application Reference **48534/APP/2020/1400**;
"Planning Permission"	means the planning permission that will be granted for the Development in pursuance of the Planning Application substantially in the

	form of the draft permission at **Appendix 3** hereto;
"Planning Reference"	means planning reference **48534/APP/2020/1400**;
"Principal Planning Obligations Officer"	means the Council's Principal Planning Obligation Officer or such person as the Council designates as undertaking this role;
"Site"	means the property known as 42a Windsor Street Uxbridge Middlesex UB8 1AB and shown for identification purposes only edged red on the Plan;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Substantial Completion"	means completed to practical completion and also so as to be ready for occupation and substantially shall be construed accordingly;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 In this Deed

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;

1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.

1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.2.3 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;

1.2.4 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;

1.2.54 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;

1.2.3 references to any statute or statutory provision include references to:

1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and

1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision

1.2.4 references to the Site include any part of it;

1.2.5 references to any party in this Deed include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;

1.2.6 "including" means "including, without limitation";

1.2.7 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.8 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 Agreement;

1.2.8 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and

1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

2. LEGAL BASIS

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

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

3. CONDITIONALITY

3.1 With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 12, 13 and, 14 which shall take effect immediately this Deed is conditional on the grant and issue of the Planning Permission.

4. MISCELLANEOUS

4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.

4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Deed, whether or not pursuant to an appeal.

4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or

restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.

4.4 Nothing in this Deed shall be construed as a grant of planning permission.

4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

4.6 No party to this Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.

4.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.

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

5. THE OWNER'S PLANNING OBLIGATIONS

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

6. COSTS

6.1 The Owner hereby covenants with the Council that on completion of this Deed it will pay the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, preparation, completion and registration of this Deed.

7. **REGISTRATION OF AGREEMENT**

7.1 This Deed shall be registered as a Local Land Charge by the Council.

8. **RIGHT OF ACCESS**

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

9. **OWNERSHIP**

9.1 The Owner warrants that no person other than the Owner the Tenant and the Mortgagee has any legal or equitable interest in the Site.

10. **CHANGE IN OWNERSHIP**

10.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11. **ARBITRATION**

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

11.2.1 the tribunal shall consist of [one] arbitrator appointed jointly by the parties;

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

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

11.2.4 the seat of the arbitration shall be London.

12. **THIRD PARTIES**

12.1 No provision in this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

13. **NOTICES**

APPENDIX 1

FORM PO1

FORM PO1

TO: PRINCIPAL PLANNING OBLIGATIONS OFFICER

RESIDENTS SERVICES

LONDON BOROUGH OF HILLINGDON

3N CIVIC CENTRE

HIGH STREET UXBRIDGE

MIDDLESEX UB8 1UW

cil@hillingdon.gov.uk

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

APPENDIX 2

PLAN

APPENDIX 3

DRAFT PLANNING PERMISSION

THE COMMON SEAL of the

MAYOR AND BURGESSES OF THE

LONDON BOROUGH OF HILLINGDON

was duly affixed to this Deed

in the presence of:-

426850

MEMBER OF

THE COUNCIL.....

Executed as a DEED by

Acting by Owner

In the presence of:-

Witness Name: M. A. Hull

Witness Signature:

Witness Address: 21 CHARLES DICKENS AVE, HIGHAM ME3 7NL

Executed and Delivered as a deed)
for and on behalf of)
THE NATIONAL WESTMINSTER BANK PLC)
by a duly authorised Attorney)

In the presence of:- Richard Simpson

Witness' Signature – Bank employee

Tina Bardsley
DOCUMENTOR
CREDIT DOCUMENTATION

REF 6409696/M06

Signed and **Delivered** as a deed)

for and on behalf of National Westminster)

Bank Plc by a duly authorised Attorney)

in the presence of:-

Witness' Signature - Bank Employee

Executed as a DEED by

as Tenant

Director:

In the presence of:-

Witness Name: Ian Baxley

Witness Signature:

Witness Address: 14 Newton Road
Faversham
Kent ME13 8JY

D R A F T

Mr Daniel Mc Carthy
Invent Architecture Ltd.
24 Oxford Street
Whitstable
CT5 1DD

Application Ref: 48534/APP/2020/1400

TOWN AND COUNTRY PLANNINGACT 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:

Conversion of upper floors from offices (Use Class B1) to provide 2 x 1-bed and 1 x 2-bed maisonettes (Use Class C3)

Location of development: 42a Windsor Street Uxbridge

Date of application: 01 May 2020

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 11 February 2021

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 PLANNINGACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 48534/APP/2020/1400

SCHEDULE OF CONDITIONS

DRAFT

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 05 Rev. C, 06 Rev. D, 07 Rev. D, 08 Rev. A and 09 Rev. A and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON
To ensure the development complies with the provisions Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2016).

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:

Design, Heritage and Access Statement (received 25.8.20).

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 the Hillingdon Local Plan Part 1 (2012) and Local Plan Part 2 (2020).

SCHEDULE OF CONDITIONS

4 · 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. 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 Storage
2.b Cycle Storage

3. Schedule for Implementation

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 Policy 5.17 (refuse storage) of the London Plan (2016).

5 · Prior to commencement of the development a noise assessment shall be submitted to the Council for approval of external noise levels incl. reflected and re-radiated noise and details of the sound insulation of the building envelope, orientation of habitable rooms away from major noise sources and of acoustically attenuated mechanical ventilation as necessary to achieve 'internal noise criteria cited in accordance with B8233: 2014. The approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

REASON
To ensure that the amenity of occupiers of the development site is not adversely affected by industrial/ commercial noise sources in accordance with Policy EM8 Part 1 Local Policy

6 · Prior to installation, details and samples of new roof tiles shall be submitted to and approved in writing by the Local Planning Authority. Samples shall be made available on site for inspection and details shall include manufacturer information, the product type and code. Works shall be carried out in accordance to the approved details.

REASON
To safeguard the special architectural and/or historic interest of the listed building, in accordance to policy HE1 of the Hillingdon Local Plan: Part 1, policies DMHB 1 and 2 of the Hillingdon Local Plan: Part 2 and the Planning (Listed Buildings and Conservation Areas) Act 1990.

DRAFT

SCHEDULE OF CONDITIONS

7 · No development shall take place until details of materials and external surfaces, specifically to the rear elevation 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 DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

8 · Prior to installation, details of the conservation roof lights shall be submitted to and approved in writing by the by the Local Planning Authority. Details shall include manufacturer information, the product type and code. Works shall be carried out in accordance to the approved details.

REASON
To safeguard the special architectural and/or historic interest of the listed building, in accordance to policy HE1 of the Hillingdon Local Plan: Part 1, policies DMHB 1 and 2 of the Hillingdon Local Plan: Part 2 and the Planning (Listed Buildings and Conservation Areas) Act 1990.

9 · The residential units hereby approved shall not be occupied until a scheme for the management and maintenance of the refuse facility 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 operated in accordance with the approved scheme.

REASON
To ensure that refuse facilities are provided and maintained on site in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part Two 2 (2020) and Chapter 5 of the London Plan.

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

DMHB 1	Heritage Assets
DMHB 2	Listed Buildings
DMHB 4	Conservation Areas

SCHEDULE OF CONDITIONS

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DMHB 11	Design of New Development
DMHB 16	Housing Standards
DMHB 14	Trees and Landscaping
DMHB 18	Private Outdoor Amenity Space
DMCI 7	Planning Obligations and Community Infrastructure Levy
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
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 5.3	(2016) Sustainable design and construction
LPP 7.8	(2016) Heritage assets and archaeology
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
NPPF- 16	NPPF-16 2018 - Conserving & enhancing the historic environment

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 . The Party Wall Act 1996 requires a building owner to notify, and obtain formal agreement from, any adjoining owner, where the building owner proposes to:
carry out work to an existing party wall;
build on the boundary with a neighbouring property;
in some circumstances, carry out groundworks within 6 metres of an adjoining building.
Notification and agreements under this Act are the responsibility of the building owner and are quite separate from Building Regulations, or Planning Controls. The Building Control Service will assume that an applicant has obtained any necessary agreements with the adjoining owner, and nothing said or implied by the Council should be taken as removing the necessity for the building owner to comply fully with the Party Wall Act. Further information and advice is to be found in "the Party Walls etc. Act 1996 - explanatory booklet" published by the ODPM, available free of charge from the Residents Services Reception Desk, Level 3, Civic Centre, Uxbridge, UB8 1UW.

5 . 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

SCHEDULE OF CONDITIONS

the owner. If you require further information or advice, you should consult a solicitor.

6 . Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

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

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

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

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

You are advised to consult the Council's Environmental Protection Unit (www.hillingdon.gov.uk/noise 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.

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 . You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.

9 . Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at planning@hillingdon.gov.uk. 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

SCHEDULE OF CONDITIONS

commencement of the development may result in surcharges being imposed.

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

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

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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.: 48534/APP/2020/1400

SCHEDULE OF PLANS

01 - received 04 May 2020

03 - received 04 May 2020

02 - received 04 May 2020

04 - received 04 May 2020

09 Rev. A - received 04 May 2020

08 Rev. A - received 04 May 2020

06 Rev. D - received 24 Aug 2020

07 Rev. D - received 25 Aug 2020

Design, Heritage and Access Statement Received 25.08.2020 - received 25 Aug 2020

05 Rev. C - received 09 Sep 2020

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.

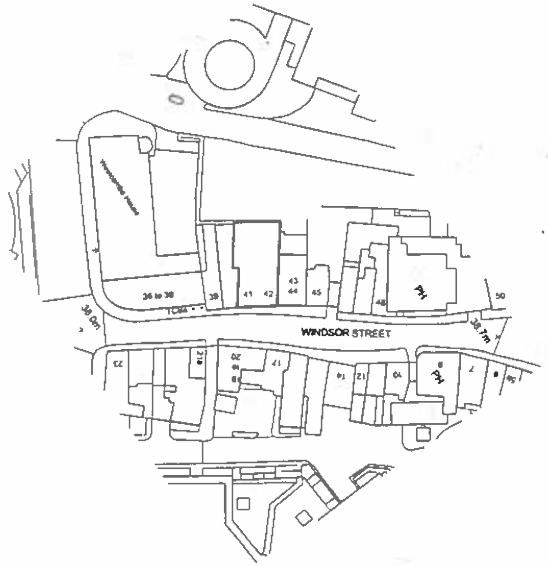
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions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



Site Location Plan
1:1250

0 10m 20m 30m 40m 50m



Aerial Plan
1:1250

0 10m 20m 30m 40m 50m

MEMBER OF THE COUNCIL

AUTHORISED OFFICER

41-44 Windsor Street, Uxbridge

Conversion to Residential

Site Plans

1:1250 @ A3 01 /

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