

DATED

16<sup>th</sup> May

2023

**SHURGARD UK LIMITED**

and

**THE LONDON BOROUGH OF HILLINGDON**

**PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106  
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED  
POWERS**

**RELATING TO THE DEVELOPMENT OF LAND AT**

**SHURGARD HOUSE WESTMOUNT CENTRE UXBRIDGE ROAD HAYES**

**PLANNING APPLICATION NUMBER:**

**49467/APP/2022/2801**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/021642



THIS PLANNING OBLIGATION BY DEED is dated

*16<sup>th</sup> May* 2023

and is made BETWEEN:

1. **SHURGARD UK LIMITED** (company number:4731234) a company incorporated in England and Wales whose registered office is situated at Ground floor, Egerton House, 68, Baker Street, Weybridge, Surrey KT13 8AL ("the Owner");
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

## BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Land registered under Title No. NGL299581 and leasehold interest in the Land registered under Title No NGL299592 at the Land Registry.
- C On 7 September 2022, 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.
- D The Owner intends to develop the Site pursuant to the Planning Permission.
- E The Council resolved at its Major Applications Planning Committee meeting on 22 February 2023 to delegate authority to determine the Planning Application to the Head of Planning, Transportation & Regeneration subject to the prior completion of this Agreement.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms

of this Agreement and for that purpose the parties are willing to enter into this Agreement.

**THIS AGREEMENT 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:

<b>“1980 Act”</b>	means the Highways Act 1980 (as amended);
<b>“1990 Act”</b>	means the Town and Country Planning Act 1990 (as amended);
<b>“Air Quality Contribution”</b>	means the Indexed Link sum of Fifty five thousand and thirty five pounds (£55,035) referred to in Schedule 2 as a contribution towards initiatives to improve air quality in the Authority's Area through the implementation of the LBH Air Quality Local Action Plan and or the deployment of specific measures that reduce pollutant emissions and or reduce human exposure to air pollution.
<b>“Auditor”</b>	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of the Monitoring;
<b>“Authority's Area”</b>	means the administrative area of the Council;
<b>“Carbon Offset Contribution”</b>	means the Index Linked sum of £95 per tonne over a period of 30 years, to be calculated through the submission of an Updated Energy Strategy which shall be paid to the Council's carbon offset fund, to make up for the shortfall for this

	development and in order to make the development policy compliant in accordance with Schedule 1
<b>“Commencement of Development”</b>	<p>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:</p> <ul style="list-style-type: none"> <li>- site clearance;</li> <li>- demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>- archaeological investigations and works;</li> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations,</li> </ul> <p>and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;</p>
<b>“Commercial Travel Plan”</b>	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Commercial Units other than by the driver only private car in accordance with <b>Schedule 3</b> ;
<b>“Commercial Travel Plan Bond”</b>	means the bond in the sum of twenty thousand pounds (£20,000) to secure compliance with <b>Schedule 3</b> or the

	Commercial Travel Plan in order to meet the objectives of the Commercial Travel Plan in a form first approved by the Council in writing;
<b>“Commercial Travel Plan Co-ordinator”</b>	means the person or persons to be appointed by the Owner to act as co-ordinator of the Commercial Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Commercial Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Commercial Travel Plan;
<b>“Commercial Units”</b>	means the units to be constructed for commercial purposes within the Development pursuant to the Planning Permission;
<b>“Construction Training Contribution”</b>	means the Index Linked sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Agreement and to be provided in accordance with <b>Schedule 4</b> and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority’s Area;
<b>“Construction Training Scheme”</b>	means a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by the Owner to fund, arrange and/or provide construction training for workers and/or potential workers for the Development;
<b>“Contributions”</b>	means together the Air Quality Contribution, the Carbon Offset Contribution, the Construction Training Contribution (if applicable);

<b>"Co-ordinator Costs"</b>	<p>means a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or, in the event that the Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development;</i></p>
<b>"Director of Planning and Regeneration"</b>	means the Council's Director of Planning and Regeneration or such person as the Council designates as undertaking this role;
<b>"Development"</b>	means the development of the Site pursuant to the Planning Permission;
<b>"Form PO1"</b>	means the form in the substantial format attached at <b>Appendix 1</b> ;
<b>"Index Linked"</b>	means the application of the formula provided at <b>clause 15</b> ;
<b>'Monitoring'</b>	means a survey of employees/residents/users, being persons making the journey to/from the Development, using a questionnaire in a form supplied or approved by the Council

	with the object of ascertaining the modes of transport used by such persons (or any alternative method of achieving that object approved in writing by the Council from time to time);
<b>“Monitoring Period”</b>	means the period of up to a maximum of five (5) years beginning on Occupation of the Commercial Units or the Dwellings (as the case may be);
<b>“Occupied”</b>	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and <b>Occupation</b> and <b>Occupy</b> shall be construed accordingly;
<b>“Plan ”</b>	means the plan attached to this Agreement at <b>Appendix 2</b> ;
<b>“Planning Application”</b>	means the application for planning permission for Partial demolition and extension to existing building to provide additional self-storage floorspace (Use Class B8) with associated new car and cycle parking, refuse storage, landscaping and other associated works ancillary to the development. under the Council's reference number 49467/APP/2022/2801;
<b>“Planning Obligations Officer”</b>	means the Council's Planning Obligations Officer or such person as the Council designates as undertaking this role;
<b>“Planning Permission”</b>	means the planning permission to be granted in pursuance of the Planning Application in the form of the draft permission at <b>Appendix 3</b> ;
<b>“Planning Reference”</b>	means planning reference 49467/APP/2022/2801;

<b>“Project Management and Monitoring Fee”</b>	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
<b>“Significant Under-Performance”</b>	means delivery of less than fifty percent (50%) of the total outputs specified in the Construction Training Scheme;
<b>“Site”</b>	means the property known as Shurgard House Westmount Centre Uxbridge Road Hayes and registered at the land registry under Title Numbers NGL299581 and NGL299592 shown for identification purposes only edged red on Plan 1;
<b>“Specified Date”</b>	means the date upon which an obligation arising under this Agreement is due to be performed;
<b>“Substantial Implementation”</b>	<p>means the occurrence of the following in respect of the Development:</p> <ul style="list-style-type: none"> <li>(a) completion of all ground preparation works for the Development and all site-wide enabling works;</li> <li>(b) completion of the foundations for the core of the Development;</li> <li>(c) construction of the ground floor slab to the first floor of the Development;</li> <li>(d) letting of a contract for the construction of the Development; and</li> <li>(e) practical completion of the first floor of Development;</li> </ul>

<b>“Targets”</b>	means for targets for achieving a decrease in the proportion of persons travelling to and from the Commercial Units or the Dwellings (as the case may be) by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Commercial Travel Plan or the Residential Travel Plan (as the case may be) which shall be submitted to and approved by the Council for the Commercial Units of the Dwellings (as the case may be);
<b>“Training Costs”</b>	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:  <i>“£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college”;</i>
<b>“VAT”</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
<b>“Working Day”</b>	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

## 1.2 In this Agreement:

### 1.2.1 the clause headings do not affect its interpretation;

- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
  - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
  - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 references to any party in this Agreement 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;
- 1.2.11 "including" means "including, without limitation";
- 1.2.12 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;

1.2.13 without prejudice to the terms of any other provision contained in this Agreement 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;

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

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

## **2 LEGAL BASIS**

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

## **3 CONDITIONALITY**

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

3.1.1 the grant of the Planning Permission; and

3.1.2 Commencement of the Development.

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

## **4 MISCELLANEOUS**

4.1 Nothing contained or implied in this Agreement 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 Agreement.

- 4.2 Nothing in this Agreement 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 Agreement, 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 Agreement 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 Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.

4.10 The Agreement 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 Site to observe and perform the obligations contained in this Agreement and the Schedules hereto.

## **6 COSTS**

6.1 The Owner hereby covenants with the Council that on completion of this Agreement 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 Agreement.

6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

## **7 REGISTRATION OF AGREEMENT**

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

## **8 RIGHT OF ACCESS**

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

## **9. ARBITRATION**

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

(a) the tribunal shall consist of one other arbitrator appointed jointly by the parties;

(b) 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;

(c) 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

(d) the seat of the arbitration shall be London

**10. THIRD PARTIES**

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

**11. NOTICES**

11.1 All notices served under or in connection with this Agreement 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 Agreement shall be sent to the:

- a) To the Council at: Director of Planning and Regeneration, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
- b) To the Owner at: Shurgard European Support Center, Breedveld 29, 1702 Groor-Bijgaarden marked for the attention of Albert Denecker

**12. FORM PO1**

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Planning Obligations Officer, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW or by email to [cil@hillingdon.gov.uk](mailto:cil@hillingdon.gov.uk) and shall cite the Planning 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 Agreement 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 Agreement shall be made on the following basis:

- (a) The Contributions due under this Agreement 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 Agreement 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 Agreement 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 Agreement;
- (c) C is the Index of Retail Prices for the month 2 months before the Specified Date;
- (d) D is the Index of Retail Prices for the month 2 months before the date of this Agreement; and
- (e) C/D is equal to or greater than 1.

**16. INTEREST**

All costs, payments and expenses payable to the Council under this Agreement 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 Agreement 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. INDEMNITY**

- 18.1 The Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:
  - a) Compensation (including any claim arising under the Land Compensation Acts)
  - b) Damages
  - c) Costs
  - d) Charges
  - e) any other paymentsuch claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Agreement the Owner will hold the Council fully indemnified from and against each and every said claim

- 18.2 The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

**19. JURISDICTION**

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

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

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**SCHEDULE 1**

**CARBON OFFSET CONTRIBUTION**

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

- 1 Prior to Commencement of Development to pay to the Council the Carbon Offset Contribution; and
- 2 Not to Commence or cause or allow or permit Commencement of Development before the Carbon Offset Contribution has been paid.
- 3 In relation to paragraphs 1 and 2 above, to comply fully with the requirements of Condition 5 (Updated Energy Strategy).



**SCHEDULE 2**  
**AIR QUALITY CONTRIBUTION**

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

- 1 Prior to Commencement of Development to pay to the Council the Air Quality Contribution; and
- 2 Not to Commence or cause or allow or permit Commencement of Development before the Air Quality Contribution has been paid.



**SCHEDULE 3**  
**COMMERCIAL TRAVEL PLAN**

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

- 1 Not to Occupy the Commercial Units until the Commercial Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
- 2 The Commercial Travel Plan shall include as a minimum:
  - 2.1 Company name, hours of operation and proposed number of staff;
  - 2.2 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Commercial Travel Plan;
  - 2.3 The length of the monitoring period for the Commercial Travel Plan which shall not be less than the Monitoring Period;
  - 2.4 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Commercial Travel Plan;
  - 2.5 The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
  - 2.6 The Targets.
- 3 The Commercial Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Commercial Units.
- 4 To procure the funding and implementation of the Commercial Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Commercial Travel Plan for the Monitoring Period.
- 5 The Owner shall not Occupy any part of the Commercial Units until a Commercial Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Commercial Travel Plan Co-ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
- 6 The Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Commercial Travel Plan Co-ordinator and the Auditor.
- 7 In the event that the Commercial Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ

(or will procure the employment of) a replacement Commercial Travel Plan Co-ordinator as soon as reasonably practicable.

- 8 Following approval of the Commercial Travel Plan for the Commercial Units the Commercial Travel Plan Co-ordinator shall monitor and review the Commercial Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
  - 8.1 within twenty eight (28) days of the Occupation of the Commercial Units to provide written details of the Commercial Travel Plan to all new occupiers of the Commercial Units;
  - 8.2 to use reasonable endeavours to ensure that employees/users of the Commercial Units comply with the Commercial Travel Plan;
  - 8.3 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Commercial Units and to undertake an annual review of the Commercial Travel Plan and provide a written report within twenty eight (28) days of the review to the Council;
  - 8.4 to supply the Council with a statistical summary of the modes of transport used by employees/users disclosed by any Monitoring or copies of any questionnaires completed by employees/users; and
  - 8.5 to secure that the results of the Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.
- 9 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Commercial Travel Plan within twenty eight (28) days of such recommendation being made by the Council.
- 10 Prior to Occupation of the Commercial Units the Owner shall enter into a Commercial Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Commercial Travel Plan.
- 11 The Council shall not be entitled to drawdown any of the Commercial Travel Plan Bond except in the event of a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Commercial Travel Plan, within the timetable specified in the Commercial Travel Plan or failure to achieve Targets and the Council shall only be entitled to drawdown any of the Commercial Travel Plan Bond as is necessary in order to cover the proper and reasonable cost the Council incurs in carrying out the said Commercial Travel Plan Monitoring or implementing measures to achieve compliance with the aims of the Commercial Travel Plan, to include implementing measures to achieve Targets.

- 12 The Commercial Travel Plan Bond shall be released following the expiration of the Monitoring Period.

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**SCHEDULE 4**  
**CONSTRUCTION TRAINING SCHEME**

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

1. Securing an employment or training agreement is the Council's priority. The Construction Training Contribution will only be acceptable in exceptional circumstances as set out in the Council's Planning Obligations Supplementary Planning Document.
2. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.
3. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
4. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
5. Prior to Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
6. Prior to Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
7. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 2 - 6 of this Schedule have been complied with.
8. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. The Owner will have a period of not less than twenty eight (28) days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) days delivery rises to fifty (50) per cent or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.

9. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Construction Training Contribution is paid to the Council.

#### **Construction Training Contribution in lieu**

10. The Construction Training Scheme will not be required and the obligations within paragraphs 2 – 9 (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development
11. Not to Occupy or cause to be Occupied any part of the Development before either:
  - 11.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with the approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
  - 11.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
  - 11.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 10 above.

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

TO: PLANNING OBLIGATIONS OFFICER  
PLANNING AND REGENERATION  
LONDON BOROUGH OF HILLINGDON  
3N CIVIC CENTRE  
HIGH STREET UXBRIDGE  
MIDDLESEX UB8 1UW  
EMAIL: [cil@hillingdon.gov.uk](mailto:cil@hillingdon.gov.uk)

FORM PO1

**SECTION 106/278 LEGAL AGREEMENT**

**SITE ADDRESS:**

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**PLANNING REFERENCE:**

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**DESCRIPTION OF DEVELOPMENT:**

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**DATE OF COMMITTEE AUTHORISATION:**

---

**SECTION 106 OBLIGATIONS**

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**DATE OF IMPLEMENTATION OF DEVELOPMENT:**

---

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

---

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

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**NB: Please continue on 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**

# DRAFT

Miss Daniella Marrocco  
Rok Planning  
Rok Planning  
16 Upper Woburn Place  
London  
WC1H 0AF

Application Ref: 49467/APP/2022/2801

## 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:

Partial demolition and extension to existing building to provide additional self-storage floorspace (Use Class B8) with associated new car and cycle parking, refuse storage, landscaping and other associated works ancillary to the development.

**Location of development:** Shurgard House, Westmount Centre Uxbridge Road Hayes

**Date of application:** 7th October 2022

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

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

#### Draft Decision Notice produced:

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

**Amendments required:** YES / NO

**NOTES:**

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

# DRAFT

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

### GRANT OF PLANNING PERMISSION

Application Ref: 49467/APP/2022/2801

### SCHEDULE OF CONDITIONS

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

21065GA-10-001A,  
21065GA-10-002A,  
20165GA-10-003C,  
21065GA-10-006,  
21065GA-10-009A,  
21065GA-10-010B,  
21065GA-D-001E,  
21065GA-D-003A,  
21065GA-D-004B,  
21065GA-D-005B,  
21065GA-D-006C,  
21065GA-D-007B,  
21065GA-D-010B,  
21065GA-D-011B,  
21065GA-D-012B,  
21065GA-D-013B,  
21065GA-D-014B,  
21065GA-D-015B,  
SH 103.21 SL-01 (Rev. B),  
WLA/2107/03/TSP (Rev. A), and  
WLA/2107/03/TCP (Rev. B).

And the submitted documents, titled:

Transport Statement (February 2023), Travel Plan (February 2023), Drainage Strategy (20-01-23), Technical Design Note (26 January 2023), Daylight and Sunlight Report (04-07-22), Phase I Geo-Environmental Assessment Report (August 2022), Design and Access Statement (Rev. B), Air Quality Assessment (Ref: 2203260-03), Noise Impact Assessment (Ref: 2203260-04), Planning Statement (23-08-22), Water Cycle Strategy (22-06-22), Preliminary Ecological Appraisal (July 2022), Biodiversity Impact Assessment (July 2022), Tree Report (03-08-22), and Heritage Impact Assessment (July 2022).

#### REASON

In the interests of proper planning, and to ensure the approved development complies with the

provisions of the London Plan (2021), the Hillingdon Local Plan: Strategic Policies (2012), and the Hillingdon Local Plan: Development Management Policies (2020).

3 Prior to the commencement of the development hereby approved (including demolition), a Demolition and Construction Logistics Plan (DLP/CLP) and a Demolition and Construction Management Plan (DMP/CMP) shall be submitted to, and approved in writing by, the Local Planning Authority, in consultation with the Canal and River Trust, to minimise impacts to the local highway network, to control noise, vibration and air pollutants generated as a result of the construction process, and to avoid or mitigate construction impacts on species and habitats, particularly to the adjacent Grand Union Canal Site of Importance for Nature Conservation (SINC). These documents shall be prepared in accordance with the London Freight Plan, 'The control of dust and emissions from construction and demolition' Supplementary Planning Guidance, BRE Pollution Control Guides 'Controlling particles and noise pollution from construction sites' and 'Controlling particles, vapour and noise pollution from construction sites'.

The DLP/CLP and DMP/CMP shall include details of (but shall not necessarily be limited to):

- (i) a programme of works, including hours of construction;
- (ii) the measures for traffic management and encouragement of sustainable modes of transport for workers, including prohibition of construction vehicles parking on the local highway network within the vicinity of the application site;
- (iii) the haulage routes and details of a vehicle booking system including use of a banksman (if applicable), ensuring construction deliveries are received outside peak hours;
- (iv) any closures of public routes and diversions, demonstrating how time spent closed to the public has been minimised;
- (v) the provision of secured restricted access as the sole means of entry to site for cyclists along with a secured turnstile entrance for pedestrians;
- (vi) a site plan identifying the location of the site entrance, exit, visibility zones, wheel washing, hard standing, hoarding (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting), stock piles, dust suppression, location of water supplies and location of nearest neighbouring receptors;
- (vii) the loading, unloading and storage of equipment, plant, fuel, oil, materials and chemicals;
- (viii) measures to ensure no materials, machinery, vehicles or works will encroach on the adjacent Grand Union Canal Site of Importance for Nature Conservation (SINC).
- (ix) the means to prevent deposition of mud on the highway and chemical and/or fuel run-off from into nearby watercourse(s);
- (x) a dust risk assessment, including means to monitor and control dust, noise and vibrations, following the published guidance by The Institute of Air Quality Management (IAQM) on how to assess impacts of emissions of dust from demolition and construction sites;
- (xi) the likely noise levels to be generated from plant and construction works and the precautions set out to eliminate or reduce noise levels where the operational risk levels illustrated within The Control of Noise at Work Regulations 2005 could be exceeded;
- (xii) confirmation that a mobile crusher will/won't be used on site and if so, a copy of the permit and intended dates of operation;
- (xiii) confirmation of all Non-Road Mobile Machinery (NRMM) to be used, or a statement confirming that NRMM will not be used. All Non-Road Mobile Machinery (NRMM) and plant to be used on site of net power between 37kW and 560 kW shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" and must be registered at <http://nrmm.london/>;
- (xiv) details of cranes and other tall construction equipment (including the details of obstacle lighting);
- (xv) an asbestos survey and management plan; and
- (xvi) the arrangement for monitoring and responding to complaints relating to demolition and construction.

and, for the avoidance of doubt:

- (i) all Heavy Goods Vehicles associated with the development shall comply with the Direct Vision Standard, with a rating of 3 stars (or more).
- (ii) all deliveries to the site, particularly Heavy Goods Vehicles, shall be made using vehicles which have a Class VI mirror fitted in accordance with EU directive 2007/38/EC;

The development hereby approved shall be implemented in accordance with the approved DLP/CLP and DMP/CMP.

#### REASON

To ensure that the proposed development does not interfere with the free flow of traffic and conditions of safety on the public highway, to ensure the development process does not have a significant adverse impact on the amenities of nearby residential properties and to protect features of biodiversity value, in accordance with Policies DMT 1, DMT 2, DMEI 7 and DMEI 14 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies D14, SI 1, T4, T7, G5 and G7 of the London Plan (2021). Also, to ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter/receiver systems, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Development Management Policies (2020).

- 4 (A) Prior to the commencement of the development hereby approved (including demolition), the applicant shall submit details of an intrusive ground investigation including a soil gas survey in areas of the proposed development, to be approved in writing by the local planning authority. Some of the soil gas tests within the survey shall be conducted below the proposed footprint of any new building.  
  
(B) If unacceptable concentrations hazardous soil gas are detected, the applicant shall submit details of gas protection measures to the local planning authority for approval in writing, and install said measures in accordance with the approved details to prevent gas ingress to any buildings on the development site.  
  
(C) The installed gas protection system shall be validated and verified by suitably qualified person/s, and a Verification Report shall be submitted to, and approved in writing by the Local Planning Authority to confirm the works have been implemented prior to first use of the development hereby approved.

#### REASON

The LPA has received details of a phase 1 study which suggest the development site may have Made Ground present. Made Ground could introduce risks associated with possible production and migration of hazardous ground gases into confined spaces within the proposed new structures. An intrusive investigation and soil gas survey is therefore required to clarify that there are no significant soil contamination and/or gas issues which may impact the new development site, in accordance with Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Part 2 (2020).

- 5 Prior to commencement of the development hereby approved (excluding demolition), an Updated Energy Strategy shall be submitted to, and approved in writing by, the local planning authority. The Updated Energy Strategy shall include an assessment of the annual baseline regulated energy demand (kwhr) as per 2021 Building Regulations (or subsequent amendments) and associated carbon emissions (kgCO2 and tCO2), and shall then set out the measures and technology required to achieve, as far as practicable, the zero carbon and energy efficiency standards of the London Plan and an on-site reduction equal to or greater than 35% in the CO2 associated with the baseline regulated energy demand.

The Updated Energy Strategy shall clearly define the 'be lean', 'be clean' and 'be green' measures to demonstrate that the development will meet as far as practicable the zero carbon standards of the London Plan and the minimum standards for onsite energy efficiency. Carbon-saving measures must

be sufficiently evidenced with corresponding details and specifications including the location of low and zero carbon technology (i.e. roof plans showing the inclusion of PV panels), and the Updated Energy Strategy must clearly set out any annual shortfall (tCO<sub>2</sub>) of the zero-carbon requirement.

The Updated Energy Strategy shall also provide details of the 'be seen' recording and reporting measures and demonstrate that the 'onsite saving' is being achieved in perpetuity.

The development must proceed in accordance with the approved Updated Energy Strategy.

#### REASON

In order to deliver the maximum on-site carbon savings in accordance with Policies SI 2 and SI 3 of the London Plan and the GLA's Energy Assessment Guidance (2020).

6 Prior to commencement of the development hereby approved (excluding demolition), a scheme for the provision of sustainable water management shall be submitted to, and approved in writing by the Local Planning Authority. The scheme shall clearly demonstrate how water is managed and demonstrate ways of controlling the surface water on site by providing information on:

a) Sustainable Drainage:

i. Surface water discharge - the submitted drainage strategy must confirm the proposed method and location of discharging collected surface water from the site in accordance with the hierarchy set out in the London Plan. Where the proposal does not utilise the most sustainable solution, justification must be provided. Any proposal that includes an off-site connection through a private sewer network should provide details of the condition and ownership of the entire drainage route to a public sewer or ordinary watercourse.

ii. SuDS - the submitted drainage strategy should incorporate Sustainable Drainage System (SuDS) elements that are embedded, where practicable, within the landscaping plan for the development. Preference should be given to above-ground SuDS elements that provide wider biodiversity, water quality and amenity benefits.

iii. Infiltration drainage - where infiltration drainage is proposed, a ground investigation must be provided to establish the level of groundwater on the site; to demonstrate the suitability of infiltration techniques proposed on the site by providing the results of infiltration testing in line with BRE Digest 365; and to confirm the suitability of infiltration drainage based on any encountered ground contamination.

iv. Runoff rates - surface water discharge from the site must be no greater than greenfield runoff rates at a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus 40% climate change. Any increases above greenfield rates must be adequately justified and may be subject to developer contributions.

v. Drainage calculations - include calculations to demonstrate the volume of storage and size of drainage features provided is adequate to control surface water for a range of storm duration and rainfall intensities for events up to and including the critical 1 in 100 plus 40% climate change rainfall event. The proposed attenuation volume of each feature should be clarified, and these should be incorporated into the MicroDrainage calculations and there should be no flooding in the 1 in 30-year event.

vi. Exceedance routes - provide a plan showing the route surface water will take through the development for rainfall events exceeding the 1 in 100 year event. Where it is intended to store water on the ground surface, the maximum extent of overland flooding should be mapped and include details on flow paths, depths and velocities. The location and extent of the flooding for the 1 in 100-year event should be marked on a drawing. Safe access and egress for the site must be demonstrated.

b) Long-term management and maintenance of the drainage system.

- i. Provide a Management and Maintenance Plan for the drainage system that includes clear plans showing all of the drainage network above and below ground, and identifies the responsibility of different parties for each component of the drainage network.
- ii. Include details of the necessary inspection regimes, maintenance frequencies and responsible authority (Private Management Company, homeowner, etc.).
- iii. Where managed flooding of the ground surface is proposed, the plan should include the appropriate actions for those areas and document the actions required to ensure the safety of the users of the site during a rainfall event.

c) Minimise water use.

- i. incorporate water saving measures and equipment.
- ii. provide details of how rain and/or grey water will be recycled and reused in the development.

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

**REASON**

To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding in accordance with Policy EM6 of the Hillingdon Local Plan Part (2012), Policy DME1 10 of the Local Plan Part 2 (2020) and Policy SI 12 of the London Plan (2021).

7 (A) Prior to above ground works (excluding demolition), the principles of a Fire Statement shall be submitted to, and approved in writing by, the Local Planning Authority. The statement shall detail how the development will function in terms of:

- (i) the building's construction: methods, products and materials used, including manufacturers' details.
- (ii) the means of escape for all building users: suitably designed stair cores, escape for building users who are disabled or require level access, and associated evacuation strategy approach.
- (iii) features which reduce the risk to life: fire alarm systems, passive and active fire safety measures and associated management and maintenance plans.
- (iv) access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these.
- (v) how provision will be made within the curtilage of the site to enable fire appliances to gain access to the building.
- (vi) ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures.

B) Prior to first use of the development hereby approved, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building Control Decision Notice or equivalent. Thereafter the development shall be carried out and maintained in full accordance with the approved details.

**REASON**

To ensure the safety of all building users in accordance with Policy D12 of the London Plan (2021).

8 Prior to above ground works (excluding demolition), an external lighting scheme shall be submitted and

approved in writing by the Local Planning Authority in consultation with the Canal and River Trust, which shall include measures to ensure that external lights are automatically turned off when the buildings are not in use.

The lighting scheme shall be designed to protect the biodiversity along the Grand Union Canal, and the lighting should use deflectors, be angled downwards, and use a warm white spectrum for all the proposed lights bordering the canal, with light spillage of less than 5 lux into the canal corridor.

The lighting scheme shall be implemented in accordance with the approved details and remain as such for the lifetime of the development.

#### REASON

To reduce the impact of artificial lighting on the surrounding area, specifically the adjacent Grand Union Canal, in relation to foraging species and light spillage, in accordance with Policy EM7 of the Hillingdon Local Plan: Part 1 (2012).

9 Prior to above ground works (excluding demolition), a site wide plan clearly showing the delineated spaces for pedestrians, vehicles and cyclists within the site, including any measures to ensure the site is safe, convenient and easy to use by all, shall be submitted to and approved in writing by, the Local Planning Authority. This plan should identify the key movement routes within the site and demonstrate how pedestrians and vehicles can safely interact, including near the sole access point from Uxbridge Road.

#### REASON

To ensure the site is safe and convenient for all users in accordance with Policies T2 and D5 of the London Plan (2021).

10 Prior to above ground works for the development hereby approved (excluding demolition), details of all materials and external surfaces, including fenestration, boundary treatments and balustrades, shall be submitted to, and approved in writing by, the Local Planning Authority.

Details should include information relating to make, product, type, colour and can include photographs and images.

Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

#### REASON

To ensure that the development presents a satisfactory appearance in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Development Management Policies (2020).

11 Prior to above ground works for the development hereby approved (excluding demolition), a scheme of landscaping shall be submitted to, and approved in writing by, the Local Planning Authority, in consultation with the Canal and River Trust. The scheme shall include:

A. Details of Soft Landscaping

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

A.b Written specification of planting and cultivation works to be undertaken (with Japanese Rose removed, as this is an invasive species).

A.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate, to include pollution absorbing trees.

A.d Root barriers to protect the structural integrity of the Canal.

A.e Boundary treatments, including litter shields.

A.f Biodiverse Roofs and other features of ecological value.

**B. Details of Landscape Maintenance**

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

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

**C. Schedule for Implementation.**

**REASON**

To ensure that the proposed development will preserve and enhance the visual amenities of the area and provide appropriate cycling provision in accordance with Policies G5, G6 and G7 of the London Plan (2021) Policies DMHB 11 and DMHB 14 of the Hillingdon Local Plan: Development Management Policies (2020).

12 Prior to above ground works for the development hereby approved (excluding demolition), details of 24 long-stay and 12 short-stay covered and secure cycle storage spaces designed in accordance with London Cycling Design Standards, alongside changing facilities, lockers and showers for users of and visitors to the development, shall be submitted to and approved in writing by the Local Planning Authority. The short-stay provision shall include at least 2 cargo-bike spaces. Thereafter, the development shall not be occupied or brought into use until the approved cycling facilities have been implemented in accordance with the approved plan, with the facilities being permanently retained for use by cyclists.

**REASON**

To encourage an uptake in cycling in accordance with Policy T5 of the London Plan (2021).

13 Prior to the first use of the development hereby approved, a Delivery and Servicing Plan, including tracked vehicle movements where necessary, shall be submitted to, and approved in writing by, the Local Planning Authority.

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

**REASON**

To encourage out of hours/off peak servicing to help mitigate the site's contribution to local congestion levels in compliance with Policy T7 of the London Plan (2021) and Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020).

14 Prior to any above ground works for the development hereby approved (excluding demolition), a Parking Design and Management Plan shall be submitted to, and approved in writing by, the Local Planning Authority. It shall include the following:

- (i) The arrangements for all on-site parking, and to include provisions for managing, monitoring, enforcement and review. All on-site parking spaces shall be solely for use by the development hereby approved (e.g. staff, visitors) and shall not be used for any other purpose or leased/sub-let.
- (ii) Details of 1 wheelchair accessible space, to be permanently retained within the car parking area.
- (iii) Details of 6 active electric vehicle charging points.
- (iv) Confirmation that no more than 20 spaces are to be provided on site.
- (v) Details to prevent the regular use of the Tolgate Drive access point which shall be for emergency use only.

The vehicle parking provision and its management, as outlined in the approved Parking Design and Management Plan, shall be fully implemented as approved prior to the first occupation of the development, and the parking area shall not be used for any other purpose for the lifetime of the development.

**REASON**

To ensure the appropriate operation of the car park in accordance with Policies DMT 1, DMT 2 and DMT 6 of the Hillingdon Local Plan: Development Management Policies (2020) and Policy T6 of the London Plan (2021).

15 For the lifetime of the development hereby approved, the rating level of noise caused by the operation of development shall be at least 5 dB below the minimum background noise level, or 35 dB(A), whichever is higher, measured 1 metre outside of any window of any existing dwelling, or similarly noise sensitive premises, determined in accordance with the procedures set out in BS4142:2014 Methods for Rating and Assessing Industrial and Commercial Sound.

**REASON**

To ensure the operational development does not have an adverse impact on nearby residential properties in accordance with Policy D14 of the London Plan (2021).

16 No contaminated soils or other materials shall be imported to the site. All imported soils for ground engineering and/or landscaping purposes shall be clean and free of contamination. All imported soils shall be tested for chemical contamination, and a factual and interpretive report of the results of the testing shall be submitted to the Local Planning Authority for its written approval prior to their use on site.

**REASON**

To ensure that users of the development are not subject to any risks from soil contamination, in accordance with Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Part 2 (2020).

17 The development hereby approved 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 part of the development hereby approved shall be occupied until accreditation has been achieved.

**REASON**

To ensure the development provides a safe and secure environment in accordance with Policy DMHB 15 of the Hillingdon Local Plan: Development Management Policies (2020) and Policy D11 of the London Plan (2021).

18 The uses hereby approved under the B8 use class shall not include operation as a Data Centre.

**REASON**

To ensure that any use as a Data Centre is assessed against development plan policies in place at the time, as they tend to have very high energy demands and much worse impacts on air quality than other B8 uses, and these impacts would likely require assessment against Policies SI1, SI2 and SI3 of the London Plan (2021) and require subsequent mitigation.

19 The development hereby approved shall include at least one suitably sized fire evacuation lift, suitable to be used to evacuate people who require level access from the building.

**REASON**

In accordance with Policy D5 and D12 of the London Plan.

20 All trees shown to be retained shall be protected from the impacts of construction through implementation of the tree protection measures outlined in the Tree Report (03-08-22) and on Drawing Nos. WLA/2107/03/TSP (Rev. A) and WLA/2107/03/TCP (Rev. A), including, where appropriate,

establishing and protecting the relevant Root Protection Areas (RPAs) and Crown Protection Zones (CPZs) of retained trees.

**REASON**

To protect the verdant character of the area in accordance with Policy DMHB 14 of the Hillingdon Local Plan: Development Management Policies (2020).

21 The development hereby approved shall only operate between the hours of 06:00 and 23:00, Monday to Sunday.

**REASON**

To protect the amenity of nearby residential properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

22 The development hereby approved shall provide a maximum of 5130 sqm of additional floorspace within the extension, based on 1026 sqm per floor, and a maximum provision of 5 internal floors.

**REASON**

To ensure the maximum extent of the development has been assessed under the current development plan policies of the London Plan (2021) and the Hillingdon Local Plan Parts 1 and 2 (2012 and 2020).

## **INFORMATIVES**

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 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.
- 3 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.

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 2021 and national guidance.

**Part 1 Policies**

PT1.BE1 (2012) Built Environment

PT1.E1 (2012) Managing the Supply of Employment Land

PT1.EM1 (2012) Climate Change Adaptation and Mitigation

PT1.EM11 (2012) Sustainable Waste Management

- PT1.EM6 (2012) Flood Risk Management
- PT1.EM7 (2012) Biodiversity and Geological Conservation
- PT1.EM8 (2012) Land, Water, Air and Noise

## Part 2 Policies

- DMAV 1 Safe Operation of Airports
- DMCI 7 Planning Obligations and Community Infrastructure Levy
- DME 2 Employment Uses Outside of Designated Sites
- 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
- DMEI 14 Air Quality
- DMEI 2 Reducing Carbon Emissions
- DMEI 3 Decentralised Energy
- DMEI 7 Biodiversity Protection and Enhancement
- DMEI 9 Management of Flood Risk
- DMHB 1 Heritage Assets
- DMHB 11 Design of New Development
- DMHB 14 Trees and Landscaping
- DMHB 4 Conservation Areas
- DMT 1 Managing Transport Impacts
- DMT 2 Highways Impacts
- DMT 5 Pedestrians and Cyclists
- DMT 6 Vehicle Parking
- LPP D11 (2021) Safety, security and resilience to emergency
- LPP D12 (2021) Fire safety
- LPP D13 (2021) Agent of change
- LPP D14 (2021) Noise

LPP D3 (2021) Optimising site capacity through the design-led approach

LPP D5 (2021) Inclusive design

LPP DF1 (2021) Delivery of the Plan and Planning Obligations

LPP E4 (2021) Land for industry, logistics and services to support London's economic function

LPP E7 (2021) Industrial intensification, co-location and substitution

LPP G5 (2021) Urban greening

LPP G6 (2021) Biodiversity and access to nature

LPP G7 (2021) Trees and woodlands

LPP GG2 (2021) Making the best use of land

LPP GG5 (2021) Growing a good economy

LPP HC1 (2021) Heritage conservation and growth

LPP SD1 (2021) Opportunity Areas

LPP SI1 (2021) Improving air quality

LPP SI12 (2021) Flood risk management

LPP SI13 (2021) Sustainable drainage

LPP SI16 (2021) Waterways - use and enjoyment

LPP SI2 (2021) Minimising greenhouse gas emissions

LPP SI3 (2021) Energy infrastructure

LPP SI4 (2021) Managing heat risk

LPP SI7 (2021) Reducing waste and supporting the circular economy

LPP SI8 (2021) Waste capacity and net waste self-sufficiency

LPP T1 (2021) Strategic approach to transport

LPP T2 (2021) Healthy Streets

LPP T4 (2021) Assessing and mitigating transport impacts

LPP T5 (2021) Cycling

LPP T6 (2021) Car parking

LPP T6.2 (2021) Office parking

LPP T6.5 (2021) Non-residential disabled persons parking

LPP T7 (2021) Deliveries, servicing and construction

## **END OF SCHEDULE**

**Address:**

Development Management

Directorate of Place

Hillingdon Council

3 North, Civic Centre, High Street, Uxbridge UB8 1UW

[www.hillingdon.gov.uk](http://www.hillingdon.gov.uk)

## GRANT OF PLANNING PERMISSION

Application Ref: 49467/APP/2022/2801

### SCHEDULE OF PLANS

21065GA-D-010B - received 07 Oct 2022  
21065GA-D-011B - received 07 Feb 2023  
21065GA-D-012B - received 07 Oct 2022  
21065GA-D-013B - received 07 Oct 2022  
21065GA-D-014B - received 07 Oct 2022  
21065GA-D-015A - received 07 Oct 2022  
SH 103.21 SL-01 - received 09 Sep 2022  
21065GA-10-001A - received 07 Oct 2022  
21065GA-10-002A - received 07 Oct 2022  
20165GA-10-003C - received 07 Oct 2022  
21065GA-10-006 - received 07 Oct 2022  
21065GA-10-009A - received 07 Oct 2022  
21065GA-10-010B - received 07 Oct 2022  
21065GA-D-001E - received 07 Feb 2023  
21065GA-D-003A - received 01 Feb 2023  
21065GA-D-004B - received 01 Feb 2023  
21065GA-D-005A - received 07 Oct 2022  
21065GA-D-007A - received 07 Oct 2022  
WLA/2107/03/TSP (Rev. A) - received 09 Sep 2022  
WLA/2107/03/TCP (Rev. A) - received 09 Sep 2022  
Transport Statement (February 2023) - received 07 Feb 2023  
Travel Plan (February 2023) - received 07 Feb 2023  
Drainage Strategy (20-01-23) - received 01 Feb 2023  
Technical Design Note (26 January 2023) - received 01 Feb 2023  
Daylight and Sunlight Report (04-07-22) - received 30 Sep 2022  
Phase I Geo-Environmental Assessment Report (August 2022) - received 09 Sep 2022  
Design and Access Statement (Rev. B) - received 09 Sep 2022  
Air Quality Assessment (Ref: 2203260-03) - received 09 Sep 2022  
Noise Impact Assessment (Ref: 2203260-04) - received 09 Sep 2022  
Planning Statement (23-08-22) - received 09 Sep 2022  
Water Cycle Strategy (22-06-22) - received 09 Sep 2022

Preliminary Ecological Appraisal (July 2022) - received 09 Sep 2022

Biodiversity Impact Assessment (July 2022) - received 09 Sep 2022

Tree Report (03-08-22) - received 09 Sep 2022

Heritage Impact Assessment (July 2022) - received 09 Sep 2022

## 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 [www.planningportal.gov.uk](http://www.planningportal.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.

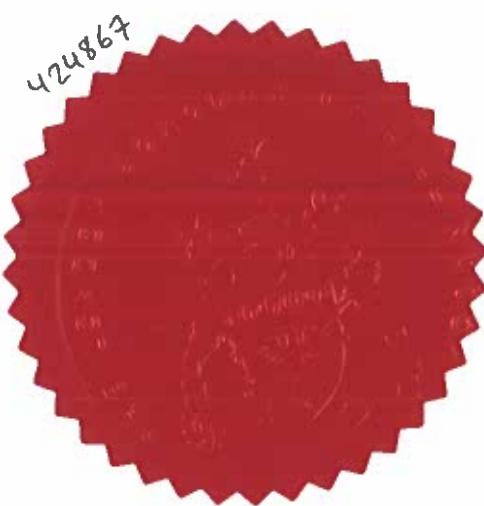
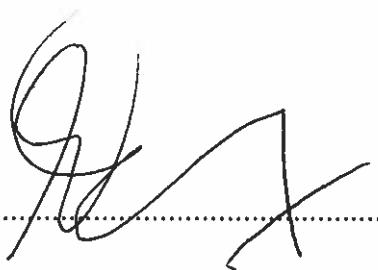
- If either the local planning authority or the office of the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably 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.



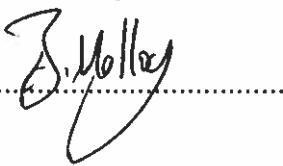
THE COMMON SEAL of the  
**MAYOR AND BURGESSES OF THE**  
**LONDON BOROUGH OF HILLINGDON**

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

MEMBER OF  
THE COUNCIL.....



AUTHORISED OFFICER.....



EXECUTED AS A DEED by **SHURGARD**  
**UK LIMITED** acting by a director in the  
presence of:



.....  
Director  
Name..... MARC DURSIN

Witness  
Signature .....



Witness Name  
(BLOCK CAPS).....

ALBERT DENECKER

Address .....

Galerie de Waterloo 2  
1050 Brussels (Belgium)

Occupation .....

Senior Corporate Lawyer