

DATED

25 January

2022

**9 NESTLES AVENUE LIMITED**

**and**

**THE LONDON BOROUGH OF HILLINGDON**

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

**RELATING TO THE DEVELOPMENT OF LAND AT  
STANFORD HOUSE, 9 NESTLES AVENUE, HAYES UB3 4SA  
PLANNING APPLICATION NUMBER: 51175/APP/2020/2543**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/NC/018372

**THIS PLANNING OBLIGATION BY AGREEMENT** is dated 25 January 2022

And is made **BETWEEN**:

- (1) **9 NESTLES AVENUE LIMITED** a company incorporated in Jersey whose registered office is situated at 44 Esplanade, Jersey JE4 9WG ("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 Site and by whom the obligations in this Agreement are enforceable.
- B The Owner has the freehold interest in the Site registered under Title No. MX128728 at Land Registry and intends to develop the Site pursuant to the Planning Permission.
- C On 13 August 2020 the Planning Application was submitted to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Council resolved at its Major Applications Planning Committee meeting on 24 February 2021 to delegate authority to determine the Planning Application to the Head of Planning Transportation and Regeneration subject to the prior completion of this Agreement.
- E 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 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:

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| <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>“A312 Healthy Streets Contribution”</b>    | means the contribution of seventy-four thousand and eight hundred pounds (£74,800) as referred to in <b>Schedule 4</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Above Ground Works”</b>                   | means any works within the Development above the ground floor slab;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Additional Affordable Housing”</b>        | means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme and subject to the Review Cap and “Additional Affordable Housing Units” shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Additional Affordable Housing” Scheme</b> | <p>means a scheme to be prepared by the Owner and submitted to the Council in accordance with Part 2 of Schedule 2 detailing the Additional Affordable Units to be provided and which:</p> <ul style="list-style-type: none"><li>(a) Confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s);</li><li>(b) Contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;</li><li>(c) Provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units;</li><li>(d) Sets out the amount (if any) of any financial contribution also payable</li></ul> |

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|                                              | <p>towards offsite Affordable Housing (if applicable); and</p> <p>(e) Describes how the Additional Affordable Housing Units will be managed;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>“Adjoining Land”</b>                      | means the property known as 7 Nestles Avenue, Hayes;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“Adjoining Land Development”</b>          | means any development which is authorised to be undertaken on the Adjoining Land following the grant of planning permission by the Council;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Affordable Housing”</b>                  | means housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of Eligible Purchasers or Eligible Renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future Eligible Purchasers or Eligible Renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963); |
| <b>“Affordable Housing Units”</b>            | means the provision of 7 x 1 bed, 4 x 2 bed and 6 x 3 bed London Affordable Rent Units and 9 x 1 bed and 1 x 2 bed Intermediate Housing Units provided to eligible households whose needs are not met by the market and which housing should meet the needs of Eligible Renters and/or Eligible Purchasers including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices;                                                                                                                                                                                                  |
| <b>“Affordable Housing Review Mechanism”</b> | means the mechanism for the Council to review the quantum of Affordable Housing to be provided at the Development as detailed in Schedule 2;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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| <b>"Air Quality Contribution"</b>            | <p>means the Indexed Link sum of one hundred and seven thousand eight hundred and twenty-nine pounds (£107,829) as referred to in Schedule 10 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to):</p> <ul style="list-style-type: none"> <li>- Use of low emission fuel technology and other measures to reduce emissions;</li> <li>- Tree and other planting;</li> <li>- Restrictions on certain types of vehicles;</li> <li>- Use of cleaner fuels on energy and heating;</li> <li>- Use of combined heat and power and community heating systems;</li> <li>- Environmental management systems and air quality strategy;</li> </ul> |
| <b>"Application Stage Build Costs"</b>       | <p>means £ £22,934,700 (twenty two million nine hundred and thirty four thousand and seven hundred pounds) being the estimated cost of demolition, construction, external works and assumed contingency allowance in respect of the Development;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Application Stage GDV"</b>               | <p>means £37,430,322 (thirty seven million four hundred and thirty thousand and three hundred and twenty two pounds) being the estimated gross development value of the Development and which takes into account any Public Subsidy;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>"Average Low Cost Rent Housing Value"</b> | <p>means the average value of London Affordable Rented Housing per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|                                    | Estimated GDV (as applicable) to be assessed by the Council and the Owner;                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Average Open Market Value"</b> | means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;                                                                                                                                                                                                   |
| <b>"Authority's Area"</b>          | means the administrative area of the Council;                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>"Boundary Treatment"</b>        | means boundary treatment following the removal of part of the 3 metre acoustic barrier shown edged in green on Plan 4 with reference A(03)201-00 at Appendix 2 or such other boundary treatment as agreed with the Council in accordance with Schedule 13;                                                                                                                                                                                                                                                       |
| <b>"Boundary Treatment Plan"</b>   | means a plan to be submitted by the Owner for the Council's written approval (acting reasonably) to carry out the Boundary Treatment which may be varied from time to time with the Council's approval but for the avoidance of doubt the Boundary Treatment and Boundary Treatment Plan shall not comprise any works falling outside of the Site;                                                                                                                                                               |
| <b>"Build Costs"</b>               | <p>means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) Details of payments made or agreed to be paid in the relevant building contract;</li> <li>(b) Receipted invoices;</li> <li>(c) Costs certified by the Owner's quantity surveyor, costs consultant or agent;</li> </ul> <p>But for the avoidance of doubt build costs exclude:</p> |

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|                                       | <p>(a) Professional, finance, legal and marketing costs;</p> <p>(b) All internal costs of the Owner including but not limited to project management costs, overheads and administrative expenses;</p> <p>(c) Any costs arising from Fraudulent Transactions;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“Carbon Offset Contribution”</b>   | <p>means the Index Linked sum of ninety thousand eight hundred and forty-nine pounds (£90,849) referred to in <b>Schedule 5</b> as a contribution to be used by the Council towards the provision of offsite carbon reduction measures within the Authority's Area;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <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;</li> <li>- environmental site investigations;</li> </ul> <p>and</p> |

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|                                             | <p>- any works carried out prior to Above Ground Works</p> <p>and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;</p>                                                                                                                                                                                                                                                                                                                                       |
| <b>“Component”</b>                          | <p>means a part of the Development including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) Open Market Housing Units;</li> <li>(b) Affordable Housing Units;</li> <li>(c) Additional Affordable Housing Units;</li> <li>(d) commercial units;</li> <li>(e) any other floorspace;</li> <li>(f) property; and</li> <li>(g) land;</li> </ul>                                                                                                                   |
| <b>“Construction Training Contribution”</b> | <p>means the Indexed 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 Schedule 3 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;</p> |
| <b>“Construction Training Scheme”</b>       | <p>means a construction training scheme to be implemented by the Owner to fund, arrange and/or provide construction training and employment for residents in the Authority's Area during the construction of the Development. This scheme referred to in <b>Schedule 3</b> shall be delivered in accordance with the construction training provisions as contained within the Council's Planning</p>                                                                             |

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|                                                                   | Obligations Supplementary Planning Document (in terms of waged construction training places);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>“Contributions”</b>                                            | means together the A312 Healthy Streets Contribution, Air Quality Contribution, Carbon Offset Contribution, the Construction Training Contribution (if applicable), the Proposed MMTS Contribution, the Open Space Contribution and the Healthcare Contribution;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>“Co-ordinator Costs”</b>                                       | 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 payable, and the sum shall be calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: “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; |
| <b>“the Planning Obligations Supplementary Planning Document”</b> | means the Council's planning obligations supplementary planning document adopted 10 July 2014;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“Defects Liability Period”</b>                                 | means such period of time following practical completion of the Development in which a contractor may remedy defects as may be included in the building contract for the Development;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“Planning Obligations Officer”</b>                             | means the Council's Planning Obligations Officer or such person as the Council designates as undertaking this role;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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| <b>"Development"</b>                       | means the development of the Site pursuant to the Planning Permission as summarised in <b>Schedule 1</b> ;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Development Viability Information"</b> | <p>means</p> <p>(a) in respect of Formula 1b:÷</p> <p>(i) Early Stage Review GDV;</p> <p>(ii) Early Stage Review Build Costs;</p> <p>(b) in respect of Formula 2:</p> <p>(i) Average Open Market Housing Value;</p> <p>(ii) Average Low Cost Rent Housing Value;</p> <p>and</p> <p>(c) in respect of Formula 3:</p> <p>(i) Late Stage Review Actual GDV;</p> <p>(ii) Late Stage Review Actual Build Costs;</p> <p>(iii) Late Stage Review Estimated GDV;</p> <p>(iv) Late Stage Review Estimated Build Costs;</p> <p>(d) in respect of Formula 4:</p> <p>(i) Average Open Market Housing Value;</p> <p>(ii) Average Low Cost Rent Housing Value;</p> <p>and including in each case supporting evidence to the Council's reasonable satisfaction;</p> |
| <b>"Disposal"</b>                          | <p>means:</p> <p>(a) the Sale of a Component(s) of the Development;</p> <p>(b) the grant of a lease of a term of less than one hundred and twenty five (125) years of a Component of the Development; or</p> <p>(c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development,</p>                                                                                                                                                                                                                                                                                                                                                                                                        |

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|                                         | ALWAYS excluding Fraudulent Transactions and 'Disposed' shall be construed accordingly ;                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Dwelling”</b>                       | means any residential unit constructed on the Site pursuant to the Planning Permission and for the avoidance of doubt shall include the Affordable Housing Units and Additional Affordable Housing Units (if applicable);                                                                                                                                                                                                                                               |
| <b>“Early Stage Review”</b>             | means the review carried out on the Early Stage Review Date if Substantial Implementation has not occurred before the Substantial Implementation Trigger Date, pursuant to Schedule 2 Part 2;                                                                                                                                                                                                                                                                           |
| <b>"Early Stage Review Build Costs"</b> | means the sum of:<br>(a) the estimated Build Costs remaining to be incurred; and<br>(b) the Build Costs actually incurred,<br><br>at the Early Stage Review Date;                                                                                                                                                                                                                                                                                                       |
| <b>“Early Stage Review GDV”</b>         | means the sum of<br>(a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and any known rental values secured at the time of the Early Stage Review Date; and<br><br>(b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable); |
| <b>“Early Stage Review Date”</b>        | means the date of the submission of the Development Viability Information pursuant to paragraph 2 of schedule 2 part 2;                                                                                                                                                                                                                                                                                                                                                 |

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| <b>“External Consultant”</b>      | means the external consultant(s) appointed by the Council to assess the Development Viability Information;                                                                                                                                                                                                                                                                                                                |
| <b>“Eligible Purchaser”</b>       | means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000;                                                                                                                         |
| <b>“Eligible Renter”</b>          | means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and in relation to London Living Rent Housing whose Household Income does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report; |
| <b>“Energy Monitoring Portal”</b> | means the ‘Be seen’ webpage of the GLA’s website and the email address ZeroCarbonPlanning@london.gov.uk, or any other such method of submission that may replace this;                                                                                                                                                                                                                                                    |
| <b>“Form PO1”</b>                 | means the form in the substantial format attached at <b>Appendix 1</b> ;                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Fraudulent Transaction”</b>   | means: <ul style="list-style-type: none"> <li>(a) a transaction the purpose or effect of which is to artificially reduce the estimated GDV of the Development and/or artificially increase the estimated Build Cost of the Development; or</li> <li>(b) a disposal that is not an arm’s length third party bona fide transaction;</li> </ul>                                                                              |
| <b>“GLA”</b>                      | means the Greater London Authority or any successor in statutory function;                                                                                                                                                                                                                                                                                                                                                |

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| <b>"Habitable Room"</b>                                   | means any room within a Dwelling the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;                                       |
| <b>"Head of Planning Transportation and Regeneration"</b> | means the Head of Planning Transportation and Regeneration or such person as the Council designates as undertaking this role;                                                                                                                                                                                                                                          |
| <b>"Healthcare Contribution"</b>                          | means the Index Linked sum of twenty six thousand and eight hundred and ninety one pounds (£26,891) referred to in this Schedule 15 as a contribution to be used towards health care provisions, infrastructure, facilities and/or schemes within the Authority's Area;                                                                                                |
| <b>"Highway Agreement"</b>                                | means one or more highway agreements to be entered into by the Owner and the Council under Section 38 and/or Section 278 of the 1980 Act if appropriate and necessary;                                                                                                                                                                                                 |
| <b>"Highway Works"</b>                                    | means the highway works to be carried out by the Council which include (but is not limited to): provide cycle way, footpath and landscaping as part of multi-modal transport spine road widening proposals on Nestles Avenue);as set out in <b>Schedule 11</b> of this agreement;                                                                                      |
| <b>"Household"</b>                                        | means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a London Living Rent Housing Unit (as appropriate) share that London Shared Ownership Housing Unit or London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons; |
| <b>"Household Income"</b>                                 | means: <ul style="list-style-type: none"> <li>(a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of</li> </ul>                                                                                                                                                                                                        |

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|                                               | <p>that Eligible Purchaser's or Eligible Renter's Household; and</p> <p>(b) in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households;</p>                               |
| <b>"Index Linked"</b>                         | means the application of the formula provided at clause 16 of this Agreement;                                                                                                                                                                                                      |
| <b>"Intermediate Housing"</b>                 | means London Living Rent Housing or London Shared Ownership Housing or all or any of them and can include other low cost or discounted homes for sale and intermediate rent (including for the avoidance of doubt the intermediate housing products supported by the London Plan); |
| <b>"Intermediate Housing Units"</b>           | means the Affordable Housing Units to be made available for Intermediate Housing in accordance with this Agreement;                                                                                                                                                                |
| <b>"Late Stage Review Actual Build Costs"</b> | means the Build Costs actually incurred at the Late State Review Date which for the avoidance of doubt shall exclude any contingency allowance;                                                                                                                                    |
| <b>"Late Stage Review Contribution"</b>       | means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Review Cap;                                     |
| <b>"Late Stage Review Date"</b>               | means the date on which seventy five per cent (75%) of the Open Market Housing Units have been Disposed;                                                                                                                                                                           |
| <b>"Late Stage Review Actual GDV"</b>         | <p>means the sum of:</p> <p>(a) the value of all gross receipts from any Sale of a Component of the Development prior to the Late Stage Review Date;</p>                                                                                                                           |

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|                                                  | <p>(b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold;</p> <p>(c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable),</p> <p>in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b);</p> |
| <b>"Late Stage Review Estimated Build Costs"</b> | means the estimated Build Costs remaining to be incurred at the Late Stage Review Date;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Late Stage Review Estimated GDV"</b>         | means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable evidence and any known rental values secured at the time of the Late Stage Review Date;                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>"London Affordable Rented Housing"</b>        | <p>means rented housing provided by a Registered Provider that has the same characteristics as social rented housing except that it is not required to be let at target rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:</p> <p>(a) including Service Charges, up to eighty per cent (80%) of local market rents; and</p> <p>(b) excluding Service Charges, no higher than the benchmark rents published by the</p>                                                                                                                     |

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|                                                 | GLA annually in accordance with the Mayor's Funding Guidance;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>"London Affordable Rented Housing Units"</b> | means the Affordable Housing Units to be made available for London Affordable Rented Housing in accordance with this Agreement;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>"London Living Rent Housing"</b>             | <p>means rented housing provided by a Registered Provider that is required to be offered to Eligible Renters on a time-limited tenancy:</p> <ul style="list-style-type: none"> <li>(a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;</li> <li>(b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;</li> <li>(c) at rents not exceeding the relevant maximum rents published by the GLA annually; and</li> <li>(d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the RPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above;</li> </ul> |
| <b>"London Plan"</b>                            | means the London Plan published in March 2021 as revised from time to time;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"London Plan Annual Monitoring Report"</b>   | means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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| <p><b>“London Shared Ownership Housing”</b></p> | <p>means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):</p> <ul style="list-style-type: none"> <li>(a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and</li> <li>(b) in respect of the following sizes of units, must not exceed 28 per cent of the corresponding annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income): <ul style="list-style-type: none"> <li>(i) one-bedroom: £60,000;</li> <li>(ii) two-bedroom: £80,000;</li> <li>(iii) three-bedroom: £90,000; and</li> <li>(iv) four-bedroom: £90,000</li> </ul> </li> </ul> <p>and <b>“London Shared Ownership Lease”</b> and <b>“London Shared Ownership Lessee”</b> shall be construed accordingly;</p> |
| <p><b>“Market Value”</b></p>                    | <p>means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|                                                    | <p>based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:</p> <ul style="list-style-type: none"> <li>(a) a willing seller and a willing buyer;</li> <li>(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;</li> <li>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and</li> <li>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;</li> </ul> |
| <b>“Necessary Consents (Proposed MMTS Scheme)”</b> | means the necessary third party and statutory permissions consents approvals orders leases licences easements or any other agreements required to be obtained by the Council from relevant stakeholders for the purpose of delivering the Proposed MMTS Scheme;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“New Access Land”</b>                           | means the land which is edged blue on Plan 2 with reference A(03)203-01 at Appendix 2;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“New Access Works”</b>                          | <p>means works that shall include (but not be limited) to:</p> <ul style="list-style-type: none"> <li>(a) the works required to create an enlarged two-way traffic access on the New Access Land and so much to the Adjoining Land as may be required to provide an access that is capable of accommodating the</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|                                              | <p>increase in traffic generated by the Adjoining Land Development (from the time that the Adjoining Land is developed); and</p> <p>(b) any necessary remodelling of the New Access Land to allow for the implementation of the two-way traffic access for the Development and the Adjoining Land Development,</p> <p>and for the avoidance of doubt, the Owner's total financial liability towards the works to form the opening and access arrangements for the New Access Land shall under no circumstances exceed £16,000;</p>                                                                                                                                                                                                                                                                     |
| <b>"New Access Works Maintenance Scheme"</b> | <p>means a scheme to be proposed by the owners of the Adjoining Land in consultation with the Owner and to be approved in writing by the Council (acting reasonably) to include (but not limited to) the details of how the New Access Works will be maintained to a reasonable standard by the Owner and the owners of the Adjoining Land for the lifetime of the Development (and in particular, the arrangements to be put in place as between the Owner and the owners of the Adjoining Land to secure the carrying out of the maintenance works required (if any) and the funding and sharing of costs in respect of such works). For the avoidance of doubt the Owner shall only be required to implement the New Access Works Maintenance Scheme on the New Access Land in their ownership;</p> |
| <b>"New Access Works Scheme"</b>             | <p>means a scheme to be submitted by the owner of the Adjoining Land to the Council for approval (acting reasonably) for the carrying out of the New Access Works such scheme to include details of the agreed reputable contractor who shall complete the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|                                    | New Access Works on behalf of the Owner and the owner of the Adjoining Land, a timetable as to how the New Access Works will be implemented taking into account the stage that the Development has reached as well as provisions to ensure that the carrying out of the said works shall not prejudice and shall cause minimal disruption to the day to day construction and operation of the Development; |
| <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>"Open Market Housing Units"</b> | means the units which are not Affordable Housing Units but may be let or sold on the open market or as affordable housing;                                                                                                                                                                                                                                                                                 |
| <b>"Open Space Contribution"</b>   | means the sum of one hundred thirty-seven thousand and five hundred pounds (£137,500) calculated in accordance with the Planning Obligations Supplementary Planning Document which shall be used towards open spaces within the Authority's Area and shall be payable in accordance with <b>Schedule 7</b> ;                                                                                               |
| <b>"Parking Permit"</b>            | means a resident's parking permit issued by the Council issued in the Hayes HY2 Zone (which for the avoidance of doubt does not include a disabled person's badge, pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended);                                                                                                                                               |
| <b>"Parties"</b>                   | means the Owner and the Council;                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Plan 1"</b>                    | means the plan attached to this Agreement at <b>Appendix 2</b> and marked "Plan 1";                                                                                                                                                                                                                                                                                                                        |
| <b>"Plan 2"</b>                    | means the plan attached to this Agreement at <b>Appendix 2</b> and marked "Plan 2";                                                                                                                                                                                                                                                                                                                        |

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| <b>"Plan 3"</b>                                | means the plan attached to this Deed at <b>Appendix 2</b> hereto;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>"Plan 4"</b>                                | means the plan attached to this Deed at <b>Appendix 2</b> hereto;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>"Planning Application"</b>                  | means the application for the Development submitted to the Council by the Owner on 13 August 2020 and allocated the Planning Reference;                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>"Planning Permission"</b>                   | means the planning permission that may be granted by the Council in pursuance of the Planning Application in the draft form attached at Appendix 3;                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>"Planning Reference"</b>                    | means planning reference 51175/APP/2020/2543;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <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>"Proposed MMTS Scheme"</b>                  | means the proposed Multi-Modal Transport Spine scheme that shall include (but not limited to) making provision for the retention of on-street parking, passage of pedestrians, cyclists, motor vehicles and two way bus operations along Nestles Avenue and such other associated highways, junction and landscaping/boundary treatment works including a bus turning circle, bus infrastructure and such other associated highways, junction and landscaping/boundary treatment works which are to be funded, delivered and operated by the Council and its partners; |
| <b>"Proposed MMTS Scheme Contribution"</b>     | means the Index Linked sum of twelve thousand eight hundred and forty-six pounds and thirty-one pence (£12,846.31)                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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|                                             | referred to in this <b>Schedule 9</b> as a contribution to be used by the Council towards the implementation of the Proposed MMTS Scheme;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Proposed MMTS Scheme Rights Notice”</b> | <p>means written notice from the Council to the Owner confirming:</p> <ul style="list-style-type: none"> <li>(a) the Council has obtained all Necessary Consents (Proposed MMTS Scheme) and funding required to construct and deliver the Proposed MMTS Scheme together with evidence of such Necessary Consents;</li> <li>(b) the intended date of commencement of works to construct that part of the Proposed MMTS Scheme on the Safeguarded Land;</li> <li>(c) the identity of the organisation constructing the Proposed MMTS Scheme and its appointed contractor;</li> <li>(d) details and specification to construct the Proposed MMTS Scheme on the Safeguarded Land and the estimated programme and timetable of works;</li> <li>(e) the estimated date of completion of the works required to deliver the Proposed MMTS Scheme within the Safeguarded Land;</li> <li>(f) the estimated date of commencement of use and operation of the Proposed MMTS Scheme; and</li> <li>(g) details of the future maintenance and repair of the Proposed MMTS Scheme;</li> </ul> <p>and requesting the Owner (acting reasonably) to enter into such agreement licence or easement as appropriate required to secure the rights to construct and deliver the Proposed MMTS Scheme on the Safeguarded Land;</p> |

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| <b>“Protected Tenant”</b>    | <p>means a tenant (or successor in title to such a tenant) who;</p> <ul style="list-style-type: none"> <li>a) has exercised the right to acquire pursuant to the Housing Act 1996 (or any statutory provision for the time being in force) or any equivalent contractual right) in respect of a particular Affordable Housing Unit or Additional Affordable Housing Unit;</li> <li>b) has exercised any statutory right to buy, including the preserved right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit or Additional Affordable Housing Unit;</li> <li>c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit or Additional Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit or Additional Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit or Additional Affordable Housing Unit;</li> </ul> |
| <b>“Public Subsidy”</b>      | <p>means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>“Registered Provider”</b> | <p>means:</p> <ul style="list-style-type: none"> <li>(a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|                                            | <p>amended or replacement statutory provision);</p> <p>(b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or</p> <p>(c) any other body specialising in the provision of Affordable Housing</p> <p>in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed);</p> |
| <b>“Relevant Review Date”</b>              | means the Early Stage Review Date or the Late Stage Review Date (as the context requires);                                                                                                                                                                                                                                                                                                        |
| <b>“Reportable Unit”</b>                   | means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential);                                                                                                                                                                                                                                                                                      |
| <b>“Reportable Unit (Energy Centre)”</b>   | means either a connection to third party District Heating Network, a self-contained Energy Centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a block or building);                                                                                                               |
| <b>“Reportable Unit (Residential)”</b>     | means an individual block or building of five or more flats or a group of five or more houses;                                                                                                                                                                                                                                                                                                    |
| <b>“Reportable Unit (Non-Residential)”</b> | means a building with a single occupier/tenant (including block of flats' communal areas) or a building with multiple tenants;                                                                                                                                                                                                                                                                    |
| <b>“Review Cap”</b>                        | means the cap on the Late Stage Review Contribution as calculated in accordance with Formula 4 and for the avoidance of doubt the Late Stage Review Contribution is no more than the aggregate value of the equivalent (once added to the Affordable Housing Units and Additional Affordable Housing) of 50% of the total Dwellings                                                               |

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|                                                 | comprised in the Development being Affordable Housing;                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Royal Institute of Chartered Surveyors"</b> | means the Royal Institute of Chartered Surveyors or any successor in function;                                                                                                                                                                                                                                                                                                                           |
| <b>"RPI"</b>                                    | means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the Council may determine;                                                                                                                                                                                        |
| <b>"Safeguarded Land"</b>                       | means the maximum area of safeguarded land required for the Proposed MMTS Scheme identified in yellow on Plan 3 with reference A(03)202-00 at Appendix 2;                                                                                                                                                                                                                                                |
| <b>"Sale"</b>                                   | means:<br>(a) the sale of the freehold of a Component; or<br>(b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent<br><b>and "Sold" shall be construed accordingly</b>                                                                                                                                                                                    |
| <b>"Service Charges"</b>                        | means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Unit or Additional Affordable Housing Unit, as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit or Additional Affordable Housing Unit, |
| <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 Stanford House, 9 Nestles Avenue, Hayes and shown for identification purposes only edged red on Plan 1 at Appendix 2;                                                                                                                                                                                                                                                        |

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| <b>“Specified Date”</b>                           | means the date upon which an obligation arising under this Agreement is due to be performed;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Staircasing”</b>                              | means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and <b>“Staircased”</b> shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Stanford House Access Maintenance Scheme”</b> | means a scheme to be submitted to the Council for its written approval (acting reasonably) and then implemented for the maintenance of the part of the New Access Land that is in the Owner’s ownership such scheme to include (but not limited to) the details of how the part of the New Access Land that is in the Owner’s ownership will be maintained to a reasonable standard by the Owner for the lifetime of the Development or until the New Access Works have been carried out and completed to the Council’s reasonable satisfaction at which point the Stanford House Access Maintenance Scheme shall be replaced by the New Access Works Maintenance Scheme in accordance with the terms in <b>Schedule 12</b> ; |
| <b>“Substantial Implementation”</b>               | means the occurrence of the following in respect of the Development: <ul style="list-style-type: none"> <li>(a) completion of demolition works to the existing building;</li> <li>(b) completion of all ground preparation works for the Development and all site-wide enabling works;</li> <li>(c) completion of the foundations for the core of the Development;</li> <li>(d) construction of the basement works for the Development;</li> </ul>                                                                                                                                                                                                                                                                            |

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|                                                 | <p>(e) construction of the ground floor slab to first floor of the Development and</p> <p>(f) letting of a contract for the construction of Development;</p>                                                                                                                                                                                                                                  |
| <b>"Substantial Implementation Target Date"</b> | means the date 24 months from but excluding the date of grant of the Planning Permission PROVIDED THAT such period shall be extended by any unreasonable delay on the part of the Council in discharging pre-implementation planning conditions attached to the Planning Permission;                                                                                                          |
| <b>"Target Return"</b>                          | means profit on value of 15.87% being the blended profit of the Open Market Housing Units, the Affordable Housing Units and any other Component of the Development as a percentage of gross development value;                                                                                                                                                                                |
| <b>"TfL"</b>                                    | means Transport for London;                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Training Costs"</b>                         | <p>means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><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></p> |
| <b>"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 Dwellings other than by the driver only private car in accordance with <b>Schedule 8</b> ;                                                                                                                                                  |
| <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.                                                                                                                                                                                                                                                                                                                         |

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 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, 11, 12, 13, 14, 16, 17 and 19, which shall take effect immediately, this Agreement is conditional upon the grant and issue of the Planning Permission.

## **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 statutory undertaking, other than the Council, which acquires any part of the Development for the sole purpose of its statutory undertaking or functions or any Owner of a lease in the Site or any part thereof will be liable to the Council under the provisions of this Agreement.
- 4.7 The obligations contained in this Agreement shall not be binding upon nor enforceable against individual owners, occupiers or tenants (and their mortgagees and their successors in title) of any Dwelling(s).
- 4.8 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.
- 4.9 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.
- 4.10 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.

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

4.12 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**

5.1 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 This Agreement 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 the Agreement has been performed or observed.

## **9. OWNERSHIP**

9.1 The Owner warrants that no person other than the Owner 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 written notice of any change in ownership in the Site (save for where such interest relates to the disposal of a Dwelling) within ten (10) Working Days of such a change in ownership in the Site occurring before all the obligations under this Agreement 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. MORTGAGEES CONSENT**

- 11.1 Any future mortgagee, chargee or receiver of the Site or any part of the Site acknowledges and declares that the Site shall be bound by the obligations and agreements contained in this Agreement and that the security of the charge over the Site shall take effect subject to this Agreement PROVIDED THAT the mortgagee, chargee or receiver shall otherwise have no liability under this Agreement until or unless it enters into possession of the Site as a mortgagee in possession in which case it too will be bound by the obligations and agreements in relation to the Site as if it were the person deriving title from the Owner.

## **12. DISPUTE RESOLUTION**

- 12.1 Subject to clause 12.2 below in the event of any dispute or difference arising between the Parties to this Agreement touching or concerning any matter or thing arising out of this Agreement (other than a dispute or difference touching or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and shall receive representations from the Parties in dispute and his decision shall be final and binding on the Parties to the dispute or difference (except in the case of manifest error or fraud) and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares (and if one party shall bear more than their due proportion they may recover the excess from the other as a debt).
- 12.2 In the absence of agreement between the Parties or difference as to the professional qualifications of the person to be appointed pursuant to clause 12.1 above or as to the appropriate professional body within 10 Working Days after any party has given to the other Parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to clause 12.1 above then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares (and if one party shall bear more than their due proportion they may recover the excess from the other as a debt).

## **13. THIRD PARTIES**

- 13.1 No provision in this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

#### **14. NOTICES**

- 14.1 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.
- 14.2 Any notice to be served under or in connection with this Agreement shall be sent to the:
- 14.3 the Planning Obligations Officer at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW and shall cite the Planning Reference;
- 14.4 the Owner care of Meadow Partners, First Floor, 50 Great Marlborough Street, London, W1F 7JS

#### **15. FORM PO1**

- 15.1 Prior to Commencement of Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council in accordance with clause 14 above.

#### **16. INDEXATION**

- 16.1 The Owner agrees with the Council that any sums payable by the Owner under this Agreement that are Index-Linked 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 (All Items) for the month two (2) months before the Specified Date;
  - (d) D is the Index of Retail Prices (All Items) for the month two (2) months before the date of this Agreement; and
  - (e) C/D is equal to or greater than 1.
- 16.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

#### **17. INTEREST**

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

**18. VAT**

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

18.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

**19. JURISDICTION**

19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed 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.

## **SCHEDULE 1**

### **THE DEVELOPMENT**

Demolition of existing buildings and redevelopment to provide a building up to 11 storeys comprising residential accommodation, associated landscaping, access, car parking and cycle parking. Detailed description: To provide 103 residential units (2 x studio, 57 x 1-bed, 31 x 2-bed and 13 x 3-bed).

## **SCHEDULE 2**

### **AFFORDABLE HOUSING**

#### **PART 1 – AFFORDABLE HOUSING**

In this Schedule 2 the following definitions shall apply:

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Charge                 | means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Chargee                | means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;                                                                                                                                                                                                                                |
| Date of Deemed Service | means in each instance where a Chargee has served a Default Notice:<br>(a) in the case of service by delivery by hand of the Default Notice to the Council's offices at Civic Centre, High Street, Uxbridge, UB8 1UW during 09:00 and 17:00, the date on which the Default Notice is so delivered; or<br>(b) in the case of service by using first class registered post to the Council's offices at Civic Centre, High Street, Uxbridge, UB8 1UW, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to |

|                   |                                                                                                                                                                                                                                                                                                                                   |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   | the Council (by Royal Mail proof of delivery or otherwise);                                                                                                                                                                                                                                                                       |
| Default Notice    | means a notice in writing served on the Council by the Chargee of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units;                                                                                                                          |
| Intention Notice  | means a notice in writing served on the Chargee by the Council that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units;                                                                                                                                           |
| Moratorium Period | means, in each instance where a Chargee has served a Default Notice, the period from (and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council); |
| Option            | means the option to be granted to the Council (and/or its nominated substitute Registered Provider) for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units;                                                                                                                              |
| Sums Due          | means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;                                                                   |

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

1. Prior to Commencement of the Development to submit to the Council a scheme detailing how the Affordable Housing Units shall be delivered and secured in perpetuity and thereafter to ensure that the Development is only occupied in accordance with the approved scheme which shall include (but not limited to):
  - 1.1 The layout, design and specification of the Affordable Housing Units; and
  - 1.2 To submit a plan to the Council detailing the location and tenure of the Affordable Housing Units to be agreed in writing by the Council and the

said units shall thereafter be provided by the Owner in accordance with the approved plan;

- 1.3 How the Affordable Housing Units will be managed to ensure that they are retained and used in perpetuity as Affordable Housing.
2. Not to Occupy or allow Occupation of more than 50% of the Open Market Housing Units in the Development until such time as:
  - 2.1 The Affordable Housing Units have been completed in accordance with the Planning Permission and unless the Council agrees otherwise to the Housing Corporation Scheme Development Standards (April 2007 edition or any updated or amended edition from time to time); and
  - 2.2 The Affordable Housing Units have been made ready for Occupation;
  - 2.3 The Affordable Housing Units have been transferred or demised to a Registered Provider either on a freehold basis or on a long lease of at least ninety nine (99) years to a Registered Provider or other social landlord as the Planning Obligations Officer shall have approved in writing beforehand for this transaction and the disposition to be with the benefit of:
    - (a) full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units;
    - (b) full and free rights of the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains;
3. To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing save that this obligation shall not be binding on:
  - 3.1 A Protected Tenant of an Affordable Housing Unit or anyone deriving title from such Protected Tenant;
  - 3.2 Any mortgagee or chargee (or any receiver appointed by such mortgagee or chargee) of any Protected Tenant or any successors in title to any such mortgagee or chargee or receiver.
4. In order to benefit from the protection granted by paragraph 4.8, a Chargee must:

- 4.1 serve a Default Notice on the Council by delivery by hand to the Council's offices at Civic Centre, High Street, Uxbridge, UB8 1UW during 09:00 and 17:00 or using first class registered post to the Council's offices at Civic Centre, High Street, Uxbridge, UB8 1UW in either case addressed to the Director of Housing Services of the Council prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
- 4.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and
- 4.3 subject to paragraph 4.8 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 4.5 below.
- 4.4 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.
- 4.5 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council(and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:
- 4.5.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- 4.5.2 the price for the sale and purchase will be agreed in accordance with paragraph 4.6.2 below or determined in accordance with paragraph 4.7 below;
- 4.5.3 provided that the purchase price has been agreed in accordance with paragraph 4.6.2 below or determined in accordance with paragraph 4.7 below, but subject to paragraph 4.5.4 below, the LPA (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- 4.5.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and

4.5.5 any other terms agreed between the parties to the Option (acting reasonably).

4.6 Following the service of the Intention Notice:

4.6.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

4.6.2 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:

(a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule 2; and

(b) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

4.7 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 4.6.2(a) above:

4.7.1 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

4.7.2 if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

- 4.7.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 4.6.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement;
  - 4.7.4 the independent surveyor shall act as an expert and not as an arbitrator;
  - 4.7.5 the fees and expenses of the independent surveyor are to be borne equally by the Parties;
  - 4.7.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
  - 4.7.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 4.8 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in paragraphs 4.1 to 4.7 of this Schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:
- 4.8.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
  - 4.8.2 the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
  - 4.8.3 the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 4.9 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 4.1-4.8 above (inclusive).
5. The Development shall not be Occupied until such legal agreements have been entered into with the Council as the Council considers necessary relating to the nomination of tenants/owner/occupiers for the Affordable Housing Units and to

securing that the Affordable Housing Units are retained as Affordable Housing in perpetuity which shall mean a nominations agreement between the Council and the Registered Provider of that unit or other such legal agreements as are reasonably required by the Council.

6. Disposal to a Registered Provider shall be subject to a condition that the Registered Provider enters into such legal agreements as are reasonably required by the Council relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units.
7. The Owner shall pay the Council's reasonable and proper costs in dealing with any notices, enquiries or further agreements relating to this Schedule.

## **PART 2**

### **AFFORDABLE HOUSING REVIEW MECHANISM**

#### **Early Stage Review**

##### **1 EARLY VIABILITY REVIEW TRIGGER**

- 1.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Part 2 of Schedule 2, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
  - (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
  - (b) comply with relevant health and safety legislation; and
  - (c) at all times be accompanied by the Owner or its agent.
- 1.4 No later than 20 Working Days after the Council receives
  - (a) notice pursuant to paragraph 1.1 of this schedule 2 part 2; or
  - (b) if the Council makes a request under paragraph 1.2 of this schedule 2 part 2, the additional documentary evidence,

the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers, acting reasonably, that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5 If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply

mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 of this schedule 2 part 2 that Substantial Implementation has been achieved.

- 1.6 The Owner shall not Occupy the Development or any part thereof until:
- (a) the Council has notified the Owner pursuant to paragraph 1.4 of this schedule 2 part 2 that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
  - (b) the Council has notified the Owner pursuant to paragraph 3.4 of this schedule 2 part 2 that no Additional Affordable Housing Units are required; or
  - (c) If the Council notifies the Owner pursuant to paragraph 3.4 of this schedule 2 part 2 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 3.4 or 3.5 of this schedule 2 part 2.

## 2 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 of this schedule 2 part 2 or pursuant to dispute resolution in accordance with this Agreement:

- (a) the Owner shall submit the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 or 1.6 of this schedule 2 part 2 that Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:
  - (i) the Development Viability Information for Formulas 1b and 2;
  - (ii) a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
  - (iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and
- (b) paragraphs 3 and 4 of this schedule 2 part 2 shall apply.

- 3 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION
- 3.1 The Council shall assess the information submitted pursuant to paragraph 2 of this schedule 2 part 2 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Owner.
- 3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this schedule 2 part 2.
- 3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2.
- 3.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of this schedule 2 part 2, the Council shall notify the Owner in writing of the Council's decision, acting reasonably, as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.
- 3.5 Where the Council concludes (acting reasonably) that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council for written approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 of this schedule 2 part 2.
- 3.6 The Council shall not unreasonably delay its assessment of the information submitted pursuant to paragraph 2 of this schedule 2 part 2 and it shall not unreasonably withhold or delay its approval of the Additional Affordable Housing Scheme submitted pursuant to paragraph 2 of this schedule 2 part 2 and if the Council fails to provide any substantive response in this respect within 10 Working Days of receipt then the matters shall be referred to the appropriate person pursuant to Clause 12 of this Agreement.
- 3.7 If the Council's assessment pursuant to paragraph 3.4 of this schedule 2 part 2 concludes that

- (a) a surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or
- (b) a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.

- 3.8 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this schedule 2 part 2 including those of the External Consultant within 20 Working Days of receipt of a written request for payment (provided that such request shall be accompanied by a breakdown of the costs incurred).

#### 4 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

- 4.1 Where it is determined pursuant to paragraph 3.4 of this schedule 2 part 2 that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than fifty per cent (50%) of the Dwellings unless and until it has:
- (a) practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and
  - (b) paid any remaining surplus profit pursuant to paragraph 3.6 of this schedule 2 part 2 to the Council towards the delivery of offsite Affordable Housing within the Council's Authority's Area.

### **PART 3**

#### **AFFORDABLE HOUSING REVIEW MECHANISM**

##### **Late Stage Review**

#### 5 LATE STAGE VIABILITY REVIEW TRIGGER

The Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.

#### 6 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- (a) No later than 20 Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 5 of this schedule 2 part 3, the Owner shall submit

the following information on the basis that the Council may make such information publicly available:

- (i) the Development Viability Information for Formula 3 and Formula 4; and
- (ii) a written statement that applies the applicable Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) and Formula 4 thereby confirming whether in the Owner's view any Late Stage Review Contribution is payable and, if so, how much.

## 7 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 7.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 6 of this schedule 2 part 3 and assess whether in its a Late Stage Review Contribution is payable in accordance with Formula 3 subject to the Review Cap as calculated in accordance with Formula 4 and, if so, how much and the Council will be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner and the Owner's reasonable representations in respect of such evidence being taken into account.
- 7.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 6 of this schedule 2 part 3.
- 7.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view a Late Stage Review Contribution is required in accordance with Formula 3 and Formula 4 subject to the Review Cap.
- 7.4 If the Council and/or External Consultant determines following receipt of the information submitted pursuant to paragraph 6 of this schedule 2 that the Late Stage Review Date has not occurred, the Council may require the Owner to promptly submit additional information pursuant to paragraph 6 of this schedule 2 or to re-submit the information required under paragraph 6 of this schedule 2 upon the occurrence of the Late Stage Review Date (as determined by the Council acting reasonably).
- 7.5 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 7 of this schedule 2, the Council shall notify the Owner in writing of its decision as to whether any Late Stage Review Contribution is required and, if so, how much.

- 7.6 If the Council notifies the Owner that a Late Stage Review Contribution is required:
- (a) the Owner shall pay the Late Stage Review Contribution to the Council within 10 Working Days of the date on which such notice is received; and
  - (b) the Owner shall not Occupy more than 85 per cent of the Residential Units until the Late Stage Review Contribution has been paid in full to the Council.
- 7.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 6 of this schedule 2 part 3 including those of the External Consultant within 20 Working Days of receipt of a written request for payment (provided that such request shall be accompanied by a breakdown of the costs incurred).

## 8 PUBLIC SUBSIDY

Nothing in this Agreement shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 2 and Formula 3.

## 9 MONITORING

- 9.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the Council shall report to the GLA through the London Development Database the number of Affordable Housing Units by units and Habitable Room.

- 9.2 The Parties acknowledge and agree that as soon as reasonably practicable after each of:

- (a) the approval of the Additional Affordable Housing Scheme pursuant to paragraph 3.4 or 3.5 or 7.5 of this schedule 2 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 3.4 or 7.5 of this schedule 2; and
- (b) the Council's notification pursuant to paragraph 7.5 of this schedule 2 Part 2 that a Late Stage Review Contribution is required

the Council shall report to the GLA through the London Development Database the following information (to the extent applicable):

- (a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
- (b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;

- (c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.7 and 7.6 of this schedule 2; and
- (d) the amount of the Late Stage Review Contribution.

## ANNEX TO SCHEDULE 2

### **FORMULA 1b (Surplus for Viability Tested schemes – Early Stage Review)**

**X = Surplus profit available for additional on-site affordable housing**

$$X = (A - B) - (C - D) - P$$

A = Early Stage Review GDV (£)

B = Application Stage GDV (£)

C = Early Stage Review Build Costs (£)

D = Application Stage Build Costs (£)

$$P = (A - B) * Y; (£)$$

Y = Target Return (%)

#### **Notes:**

**(A - B) = Change in GDV from the date of planning permission to the date of review (£)**

**(C - D) = Change in build costs from the date of planning permission to the date of review (£)**

**P represents developer profit on change in GDV**

## **FORMULA 2 (additional affordable housing – Early Stage Review)**

X = Additional London Affordable Rented Housing (habitable rooms)

$$X = ((E * F) \div (A - B)) \div D$$

Y = Additional Intermediate Housing requirement (habitable rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

A = Average Open Market Housing Value per m<sup>2</sup> (£)

B = Average Low Cost Rent Housing Value per m<sup>2</sup> (£)

C = Average value of Intermediate Housing per m<sup>2</sup> (£)

D = Average habitable room size for the Development being 17.8 sqm (m<sup>2</sup>)

E = Surplus profit available for Additional Affordable Housing Units (as determined in Stage 1b early review) (£)

F = Percentage of surplus profit available for Additional Affordable Housing Units to be used for London Affordable Rented Housing (70%)

G = Percentage of surplus profit available for Additional Affordable Housing to be used for Intermediate Housing (30%)

### **Notes:**

**(A – B) = Difference in average value of market housing per m<sup>2</sup> and average value of London Affordable Rented Housing per m<sup>2</sup> (£)**

**(A – C) = Difference in average value of market housing and average value of Intermediate Housing per m<sup>2</sup> (£)**

**(E \* F) = Policy surplus to be used for London Affordable Rented Housing (£)**

**(E \* G) = Policy surplus to be used for Intermediate Housing (£)**

**(E \* F) ÷ (A – B) = The additional London Affordable Rented Housing requirement (m<sup>2</sup>) (£)**

**(E \* G) ÷ (A – C) = The additional Intermediate Housing requirement (m<sup>2</sup>) (£)**

### **FORMULA 3 (Late Stage Review contribution)**

X = Late Stage Review Contribution

$$X = (((A + B) - (C) - ((D + E) - F) - P) \times 0.6$$

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C =

Application Stage GDV (£) where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to 1.4; or

Early Stage Review GDV (£) as determined by the Council pursuant to paragraph 1.4 of part 2 of Schedule 2 where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 2 of part 2 of Schedule 2.

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F =

Application Stage Build Costs (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph 1.4 of part 2 of Schedule 2; or

Early Stage Review Build Costs (£) as determined by the Council pursuant to paragraph 1.4 of part 2 of Schedule 2 where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 2 of part 2 of Schedule 2

$$P = (A - B - C) \times Y; (£)$$

Y = Target Return (%)

#### **Notes:**

**(A + B) - C = The change in GDV from the grant of planning permission (or previous review) to the Late Stage Review Date (£)**

**(D + E) - F = The change in build costs from the grant of planning permission (or previous review) to the Late Stage Review Date (£)**

**P = Developer profit on change in GDV (£)**

**0.6 = Any surplus profit, after deducting the developer profit (P), will be shared between the LPA and the developer with 60 per cent used for additional affordable housing.**

#### **FORMULA 4 (Late Stage Review Cap)**

X = Late Stage Review Cap

$$X = (((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

A = Average Open Market Housing Value (£)

B = Average Low Cost Rent Housing Value (£)

C = Average value of Intermediate Housing per m<sup>2</sup> (£)

D = Average habitable room size for scheme being 17.8 sqm (m<sup>2</sup>)

E = London Affordable Rented Housing shortfall on-site (habitable rooms) (Determined at the time planning permission was granted or as updated following previous review)

F = Intermediate Housing shortfall on-site (habitable rooms) (Determined at the time planning permission was granted or as updated following previous review)

**SCHEDULE 3**  
**CONSTRUCTION TRAINING SCHEDULE**

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

**Construction Training Scheme: In-kind Provision**

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 the Development PROVIDED THAT Commencement of Development shall not be restricted where the Council's partnership team do not respond to a written request by the Owner to meet within fifteen (15) Working Days of such a written request.
3. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that the obligations in this Schedule 3 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 Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
6. Prior to Commencement of 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 3 have been complied with.
8. In the event of Significant Under-Performance, the Council reserves the right, acting reasonably, 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 percent (50%) 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 has been 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) of this Schedule 3 shall not apply where the Owner and the Council agree in writing (acting reasonably) 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 Development.
11. Not to Occupy or cause to be Occupied any part of the Development before:
  - 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 that 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.



#### **SCHEDULE 4**

##### **A312 HEALTHY STREETS CONTRIBUTION**

The Owner hereby covenants with the Council as follows:

1. Prior to Occupation of Development to pay to the Council the A312 Healthy Streets Contribution; and
2. Not to Occupy or cause or allow or permit Occupation of Development before the A312 Healthy Streets Contribution has been paid to the Council.

The Council hereby covenants with the Owner as follows:

3. Upon receipt of the A312 Healthy Streets Contribution to transfer the sum to TfL as soon as reasonably practicable.

**SCHEDULE 5**  
**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.

## **SCHEDULE 6**

### **PARKING MANAGEMENT**

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

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

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

**SCHEDULE 7**  
**OPEN SPACE CONTRIBUTION**

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

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

**SCHEDULE 8**  
**TRAVEL PLAN**

In this Schedule 8 the following definitions shall apply:

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>‘Auditor’</b>           | means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council (acting reasonably) for the purpose of verifying the results of the Monitoring;                                                                                                                                                                                                               |
| <b>‘Monitoring’</b>        | means a survey of Residents/Users of the Dwellings using a questionnaire in a form supplied or approved by the Council (acting reasonably) with the object of ascertaining the modes of transport used by Residents/Users when travelling between home and the Dwellings on a particular day (or any alternative method of achieving that object approved in writing by the Council (acting reasonably) 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 Dwellings;                                                                                                                                                                                                                                                                                                                            |
| <b>"Residents/Users"</b>   | means a person making the journey to/from the Dwellings;                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Targets"</b>           | means for targets for achieving an increase in the proportion of persons travelling to and from the Dwellings by walking and cycling over using public transport where possible, as set out in the Travel Plan which shall be submitted to and approved by the Council (acting reasonably) for the Dwellings;                                                                                                              |
| <b>"Travel Plan Bond"</b>  | means the deposit in the sum of twenty thousand pounds (£20,000) to secure compliance with this Schedule 10 or the Travel Plan in order to meet the objectives of the Travel Plan in a form first approved by the Council in writing (acting reasonably); and                                                                                                                                                              |

|                                   |                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Travel Plan Co-ordinator"</b> | means the person or persons to be appointed by the Owner to act as co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan. |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

1. Not to Occupy the Dwellings until the Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
2. The Travel Plan shall include as a minimum:
  - 2.1. Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
  - 2.2. The length of the monitoring period for the Travel Plan which shall not be less than the Monitoring Period;
  - 2.3. A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Travel Plan;
  - 2.4. The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets;
  - 2.5. The Targets.
3. The 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 Dwellings.
4. To procure the funding and implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Travel Plan for the Monitoring Period.
5. The Owner shall not Occupy any part of the Dwellings until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said 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 Travel Plan Co-ordinator and the Auditor.
7. In the event that the 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 Travel Plan Co-ordinator as soon as reasonably practicable.
8. Following approval of the Travel Plan of the Development the Travel Plan Co-ordinator shall monitor and review the 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 Dwellings to provide written details of the Travel Plan to all new occupiers of the Dwellings;
  - 8.2. to use reasonable endeavours to ensure that Residents/Users of the Dwellings comply with the Travel Plan;
  - 8.3. to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Dwellings and to undertake an annual review of the 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 Residents/Users disclosed by any Monitoring or copies of any questionnaires completed by Residents/Users;
  - 8.5. to secure that the results of each 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 Travel Plan within twenty eight (28) days of such recommendation being made by the Council.
10. Prior to Occupation of the Dwellings the Owner shall enter into a 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 Travel Plan.
11. The Council shall not be entitled to drawdown any of the 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 Travel Plan, within the timetable specified in the Travel Plan or failure to achieve Targets and the Council shall only be entitled to drawdown any of the Travel Plan Bond as is necessary in order to cover the reasonable and proper cost the Council incurs in carrying out the said Travel Plan Monitoring or implementing

measures to achieve compliance with the aims of the Travel Plan, to include implementing measures to achieve Targets.

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

## **SCHEDULE 9**

### **MULTI MODAL TRANSPORT SPINE SCHEME**

#### **PART 1**

#### **SAFEGUARDED LAND**

The Owner hereby covenants with the Council as follows:

1. Save as set out in paragraph 4 below, not to construct or permit construction of any buildings of a permanent nature on the Safeguarded Land for a period of 15 (fifteen) years from the Commencement of the Development on the Site save that such covenant shall not apply to the following works:-
  - 1.1 all works forming part of the Development as authorised by the Planning Permission;
  - 1.2 any landscaping works;
  - 1.3 all works of repair maintenance or other works (temporary or otherwise) required from time to time to the Development
2. In the event the Council decides to bring forward the Proposed MMTS Scheme within the 15 year period as set out in paragraph 1 of this Schedule, the Council shall consult with the Owner on the outline design for the Proposed MMTS Scheme to minimise its impact on the Development (including as to the location of bus stops and other highway infrastructure and the proposed boundary treatment between the Proposed MMTS Scheme and the Development) and shall take the Owner's reasonable comments into account in finalising its detailed design for the Proposed MMTS Scheme
3. In the event the Council serves the Proposed MMTS Scheme Rights Notice within the 15 year period as set out in paragraph 1 of this Schedule, on the Owner the Owner shall:-
  - 3.1 within a reasonable period agreed in writing with the Council, transfer or grant such rights of access or interests in the Proposed MMTS Scheme Safeguarded Land to the Council as are reasonably necessary to facilitate the construction and delivery of the Proposed MMTS Scheme on reasonable terms at no cost to the Council BUT FOR THE AVOIDANCE OF DOUBT:-
    - 3.1.1 the Owner shall not be responsible for any costs claims or losses or damage whatsoever associated with or arising from (without limitation) the construction, use, repair or maintenance of the Proposed MMTS Scheme or any third party claim made in relation thereto and the Council shall indemnify the Owner against all such costs claims or losses or damage in this paragraph 3.1.1 including any costs claims or losses

or damage to the Site associated with or arising from the construction, use, repair or maintenance of the Proposed MMTS Scheme.

3.1.2 the transfer or grant of such rights of access or interests shall not prejudice the access, use and operation of the Development or the supply of existing or new service media between Nestles Avenue and the Development across the Safeguarded Land

3.1.3 the Council shall observe the Owner's reasonable estate covenants in respect of the Development and for health and safety purposes.

3.1.4 the Council shall commence construction of the Proposed MMTS Scheme on the Safeguarded Land in accordance with the Necessary Consents (Proposed MMTS Scheme) as soon as reasonably practicable following the grant or transfer of such rights or interests and in any event shall complete the Proposed MMTS Scheme on the Safeguarded Land no later than five years from practical completion of the Development.

3.1.5 within a reasonable period agreed with the Council in writing, dedicate such part of the Safeguarded Land required for the Proposed MMTS Scheme as highway maintainable at the public expense.

4. In the event that the Owner is notified in writing that the Proposed MMTS Scheme will not be implemented or the Owner does not receive the Proposed MMTS Scheme Rights Notice within the 15 year period as set out in paragraph 1 of this Schedule, the covenants in Part 1 of this Schedule shall immediately cease to have effect.

## **PART 2**

### **PROPOSED MMTS SCHEME CONTRIBUTION**

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

1. Prior to Commencement of the Development to pay to the Council the Proposed MMTS Scheme Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development before the Proposed MMTS Scheme Contribution is paid.

## **SCHEDULE 10**

### **AIR QUALITY CONTRIBUTION**

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

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

## **SCHEDULE 11**

### **HIGHWAY WORKS**

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

1. Not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Agreements have been agreed in writing by the Council.
2. To enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced or to procure that the Owners' successor in title to the Land shall enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced.
3. Without prejudice to the requirements of paragraph 2 of this Schedule the scope and specification of any Highway Works (including the scope and specification of any associated works, studies audits or modelling of the Highway Works) shall first be agreed in writing with the Council.
4. To be responsible for the full costs of the Highway Works including any traffic orders or highway consents the Council seeks to make which are necessary to implement the Highway Works, whether or not such orders or consents are successfully made.
5. The Owner shall pay the Council's reasonable and properly incurred legal costs in entering into any Highways Agreements.

## **SCHEDULE 12**

### **MEWS TO THE WEST**

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

1. Not to construct or permit construction of any buildings of a permanent nature on the New Access Land for a period of 15 (fifteen) years from the Commencement of the Development on the Site save that such covenant shall not apply to the following works:-
  - 1.1 all works forming part of the Development as authorised by the Planning Permission;
  - 1.2 any landscaping works;
  - 1.3 all works of repair maintenance or other works (temporary or otherwise) required from time to time to the Development.
- 2 Within 3 (three) months of Commencement of Development to submit the Stanford House Access Maintenance Scheme to the Council for written approval (such approval not to be unreasonably withheld or delayed).
- 3 Not to Occupy or cause or allow or permit any part of the Development to be Occupied until the Stanford House Access Maintenance Scheme is approved in writing by the Council.
- 4 The Owner shall have regard to any reasonable recommendations made by the Council as to any further requirements that should be included in the Stanford House Access Maintenance Scheme.
- 5 Following the Council's written approval of the Stanford House Access Maintenance Scheme, to use reasonable endeavours to observe and perform or procure the observance and performance of the requirements, objectives, recommendations and principles of the approved Stanford House Access Maintenance Scheme for the lifetime of the Development or, where paragraph 6 applies, until the New Access Works have been carried out and completed to the Council's reasonable satisfaction (in which case paragraph 10 shall apply).
- 6 In the event that a planning application is submitted for the residential development of the Adjoining Land within 15 (fifteen) years from the Commencement of the Development on the Site, the Council shall have 6 (six) months from the date of validation of such application to provide written notification to the Owner that the New Access Works will be required and from the date of such notification the following paragraphs shall apply.
- 7 The Owner shall provide assistance to the owners of the Adjoining Land in submitting the New Access Works Scheme to the Council for written approval.

- 8      Provided that arrangements are in place for the owners of the Adjoining Land to carry out the New Access Works, to provide the necessary licences and rights to the owner of the Adjoining Land to carry out the approved New Access Works Scheme insofar as the New Access Works are on the New Access Land in accordance with the approved timetable and plan for the carrying out of those works.
- 9      Within 6 (six) months of the implementation of the New Access Works Scheme, to consult with the owners of the Adjoining Land and in conjunction with such owners to submit the New Access Works Maintenance Scheme to the Council for written approval (such approval not to be unreasonably withheld or delayed).
- 10     In the event that the owner of the Adjoining Land does not proactively engage with submitting a New Access Works Maintenance Scheme, the Owner can submit a New Access Works Maintenance Scheme for that part of the New Access Works that are on the New Access Land in their ownership.
- 11     Following the carrying out and completion of the New Access Works by the owner of the Adjoining Land, to use reasonable endeavours to observe and perform or procure the observance and performance of the requirements, objectives, recommendations and principles of the approved New Access Works Maintenance Scheme for the lifetime of the Development.

### **SCHEDULE 13**

#### **BOUNDARY TREATMENT**

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

- 1 Prior to Commencement of Development to submit the Boundary Treatment Plan to the Council for written approval provided that if the Boundary Treatment Plan is not approved by the Council within 28 Working Days of receipt, the Owner can Commence Development without prejudice to the Owner's ongoing obligations to agree a Boundary Treatment Plan with the Council until such plan is agreed.
- 2 Not to Occupy or cause or allow or permit to be Occupied, any part of the Development until the Boundary Treatment Plan is implemented in accordance with Schedule 13 and agreed by the Council.
- 3 The Owner shall have regard to any reasonable recommendations made by the Council as to any further requirements that should be included in the Boundary Treatment Plan.

**SCHEDULE 14**  
**GLA "BE SEEN" ENERGY MEASURES**

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

1. Within 8 weeks of Commencement of Development, the Owner shall submit to the GLA accurate and verified estimates of the 'Be seen' energy performance indicators, as outlined in the 'Planning stage' section / chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it), for the Development. This should be submitted to the GLA's Energy Monitoring Portal in accordance with the 'Be seen' energy monitoring guidance.
2. Prior to Occupation of the Development, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each Reportable Unit of the development, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA's Energy Monitoring Portal. The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it).
3. Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA's Energy Monitoring Portal. This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it) for at least five years.
4. In the event that the 'In-use stage' evidence submitted under paragraph 3 shows that the 'As-built stage' performance estimates derived from paragraph 2 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the GLA's Energy Monitoring Portal.

5. An action plan comprising measures identified in paragraph 4 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

**SCHEDULE 15**  
**HEALTHCARE CONTRIBUTION**

The Owner hereby covenants with the Council as follows:

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

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

TO: Planning Obligations Officer

FORM PO1

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**

### **PLANS**

Contractors are to check all dimensions prior to commencement on site and notify the architect of any errors, omissions, or discrepancies.

 Site Boundary

Note emerging / in-construction schemes not all shown here

Palmer

MEMBER OF  
THE COUNCIL

2.6

AUTHORISED  
OFFICER

\_\_\_\_\_ OFFICER

*[Handwritten signature]*

| 03 | Site boundary adjusted | 13-05-21 | HO    | DJ      |
|----|------------------------|----------|-------|---------|
| 02 | Issued for planning    | 03-08-20 | JS    | DJ      |
| 01 | Issued for planning    | 31-07-20 | JS    | DJ      |
| 00 | Issued for planning    | 27-07-20 | JS    | DJ      |
|    | Description            | Date     | Drawn | Checked |

**Status**  
**FOR PLANNING**

---

---

Project

9 Nestles Avenue

Drawing

EXISTING  
LOCATION

|             |           |          |         |
|-------------|-----------|----------|---------|
| Scale       | Drawn     | Date     | Checked |
| 1:1250 @ A1 | JS        | 08-07-20 | SB      |
| Project no. | Dwg       | Revision |         |
| 15406       | EX(02)100 | 03       |         |

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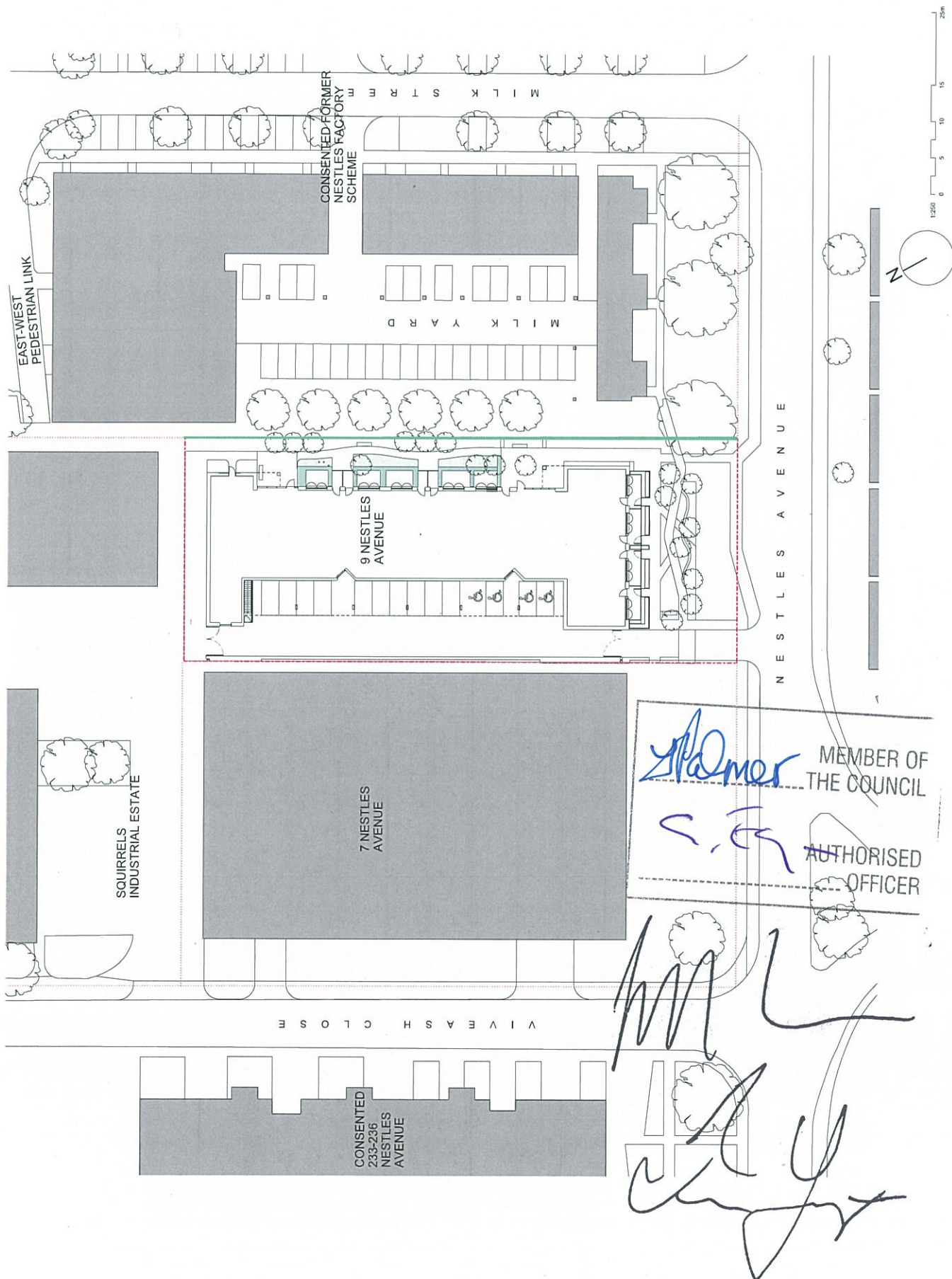
**TateHindie Limited**  
11 Lindsey Street  
Smkivfield  
London EC1A 9HP  
T 020 7332 4850  
mail@tatehindie.co.uk  
www.tatehindie.co.uk



**DO NOT SCALE THIS DRAWING**  
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KEY

Acoustic Fence



NO First Name Rev Date  
 15406-21 JJK 03/06/20

FOR INFORMATION

Client Healey Development Solutions (Hayes) Limited

Project 9 Nestles Avenue

Drawing  
 NESTLES AVENUE  
 ACOUSTIC FENCE

| Scale       | Drawn    | Date     | Checked |
|-------------|----------|----------|---------|
| 1:250 @ A1  | JS       | 03-06-20 | SB      |
| Project No. | Rev      | Issue    | Rev     |
| 15406       | A(03)201 |          | 00      |

tatehindle

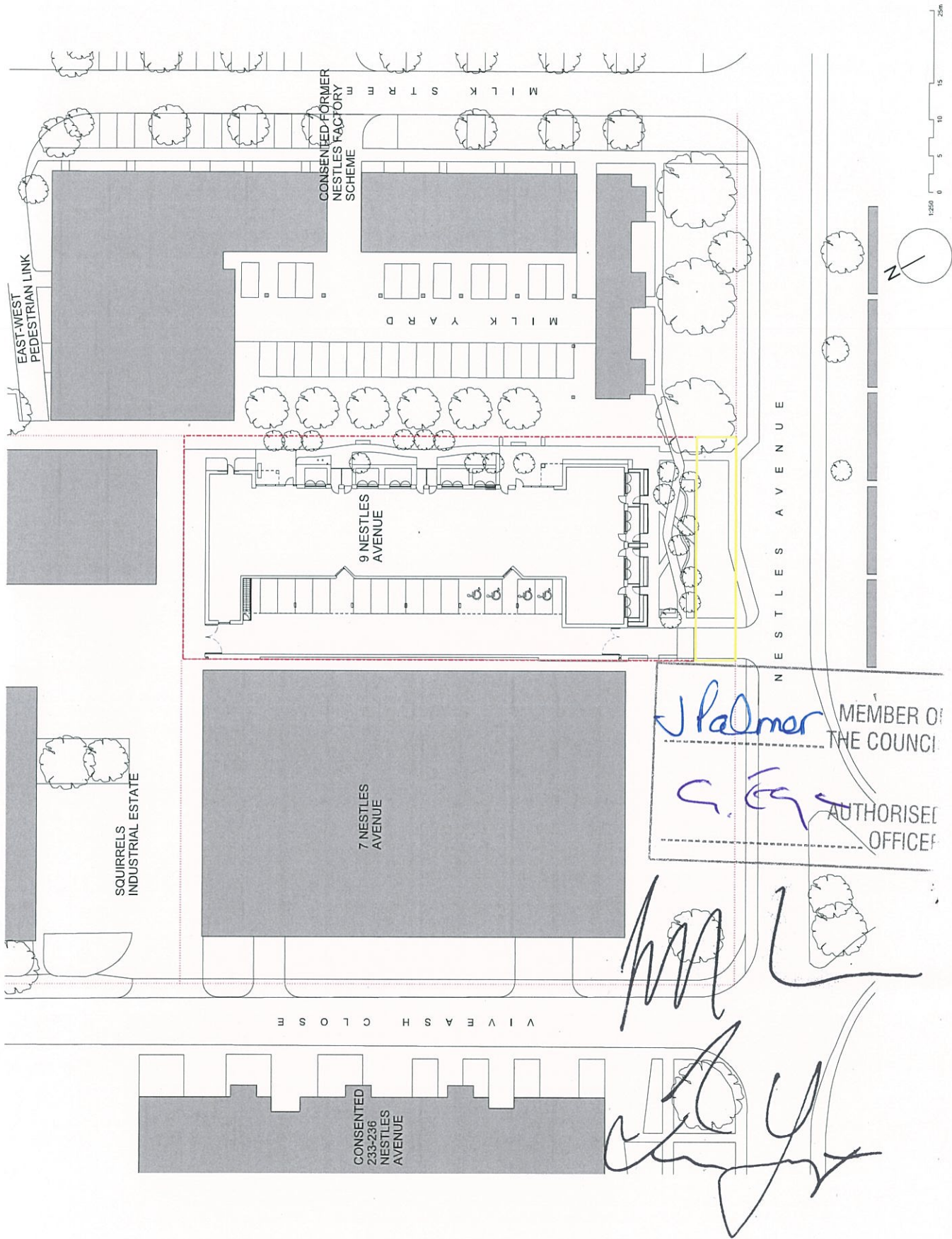
Tatehindle Limited  
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*Palmer* MEMBER OF THE COUNCIL  
*S.F.* AUTHORISED OFFICER

*[Handwritten signature]*

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**KEY**  
 MMTS Safeguarding area



00 First Issue JK DJ  
 19-05-21 Date  
 19-05-21 Date  
**FOR INFORMATION**  
 Client  
 Healey Development Solutions (Hayes) Limited  
 Project  
 9 Nestles Avenue

Drawn  
 Nestles Avenue  
 MMTS SAFEGUARDING  
 Scale  
 1:250 @ A1 JK SB  
 Date  
 19-05-21  
 Project No.  
 15406  
 Revision  
 A(03)202  
 00

**tatehindle**

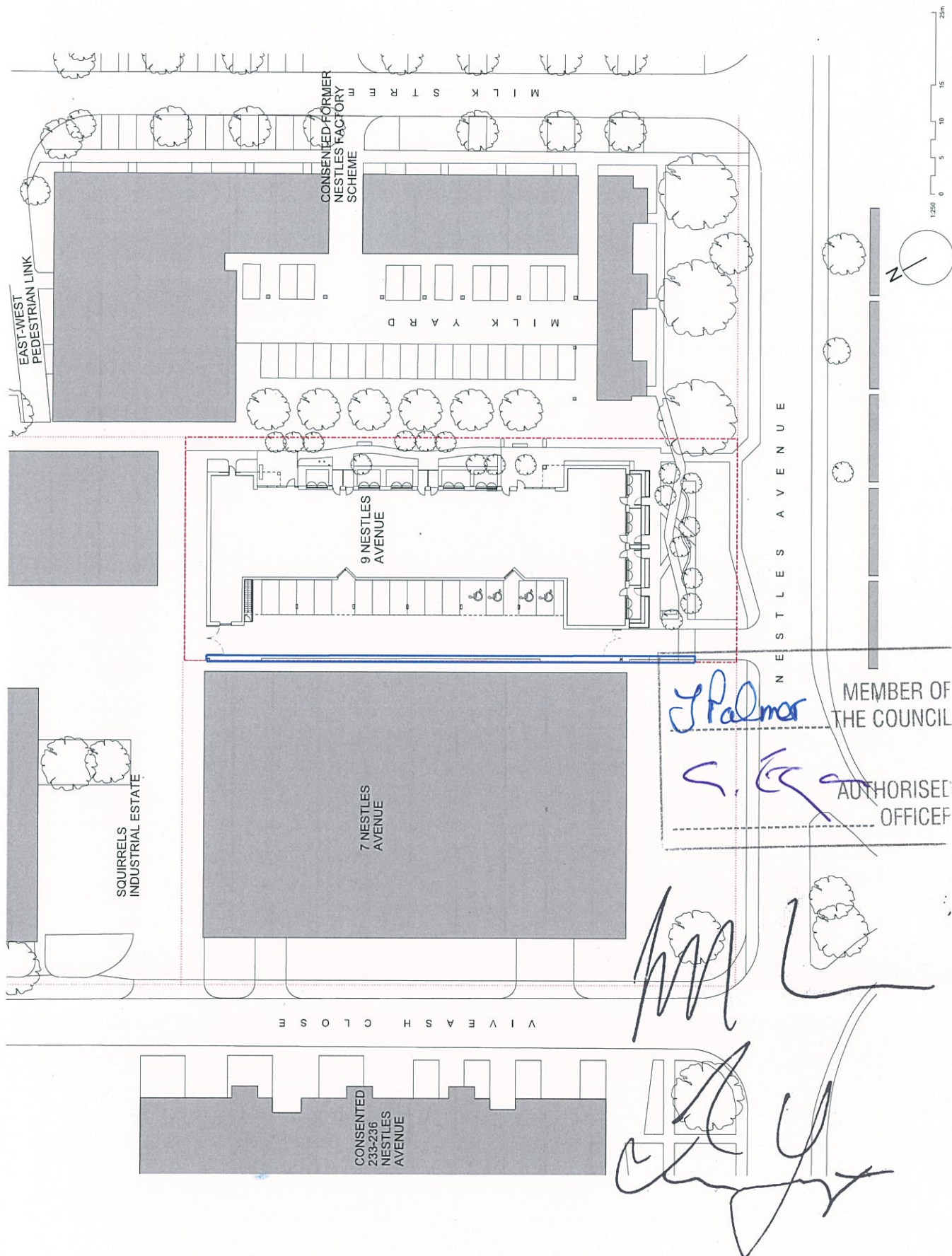
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*J Palmer* MEMBER OF THE COUNCIL  
*G. Egan* AUTHORISED OFFICER

*[Handwritten signatures]*

Access safeguarding area for the snows to the west

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**APPENDIX 3**

**DRAFT PLANNING PEERMISSION**

# DRAFT

Michael Holloway  
Daniel Watney L L P  
165 Fleet Street  
London  
EC4A 2DW

Application Ref: 51175/APP/2020/2543

## 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:**

Demolition of existing buildings and redevelopment to provide a building up to 11 storeys comprising residential accommodation, associated landscaping, access, car parking and cycle parking.

Detailed description: To provide 103 residential units (2 x studio, 57 x 1-bed, 31 x 2-bed and 13 x 3-bed).

**Location of development:** Stanford House, 9 Nestles Avenue Hayes

**Date of application:** 13 August 2020

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

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

**Draft Decision Notice produced: 17 January 2022**

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

**Amendments required: YES / NO**

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

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

## **GRANT OF PLANNING PERMISSION**

Application Ref: 51175/APP/2020/2543

### **SCHEDULE OF CONDITIONS**

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

#### **REASON**

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

- 2 . The development hereby approved, shall provide 103 residential units (2 x studio, 57 x 1-bed, 31 x 2-bed and 13 x 3-bed) unless otherwise agreed in writing by the Local Planning Authority.

#### **REASON**

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

### SCHEDULE OF CONDITIONS

- 3 · The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans:

DEM(03) -100 Rev. 02

A(03) - 001 Rev. 03

A(03) - 002 Rev. 03

A(03) - 100 Rev. 010

A(03) - 101 Rev. 014

A(03) - 102 Rev. 012

A(03) - 104 Rev. 010

A(03) - 105 Rev. 010

A(03) - 106 Rev. 012

A(03) - 107 Rev. 012

A(03) - 108 Rev. 04

A(03) - 109 Rev. 013

A(03) - 110 Rev. 010

A(03) - 111 Rev. 011

A(04) - 100 Rev. 010

A(04) - 200 Rev. 05

A(05) - 100 Rev. 014

A(05) - 101 Rev. 014

A(05) - 102 Rev. 012

A(05) - 103 Rev. 06

A(05) - 104 Rev. 03

A(72) - 100A Rev. 06

A(72) - 100B Rev. 06

A(72) - 101A Rev. 010

A(72) - 101B Rev. 05

A(72) - 102A Rev. 06

A(72) - 102B Rev. 04

A(72) - 104A Rev. 02

A(72) - 104B Rev. 02

A(72) - 105A Rev. 03

A(72) - 105B Rev. 02

A(72) - 106 Rev. 02

A(72) - 107 Rev. 05

A(72) - 108 Rev. 00

A(72) - 109 Rev. 03

A(72) - 110 Rev. 03

A (21)001 Rev. 00

A (21)002 Rev. 01

A (21)003 Rev. 01

A (21)004 Rev. 00

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

#### REASON

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

## **SCHEDULE OF CONDITIONS**

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

Fire Strategy Statement  
Initial Fire Engineering Review July 2020  
Design and Access Statement dated August 2020  
Design and Access Statement Addendum dated December 2020  
Archaeological Desk Based Assessment dated November 2018  
Daylight and Sunlight Assessment dated July 2020  
Delivery and Servicing Plan dated July 2020  
Draft Construction Management Plan dated 07 August 2020  
Energy and Sustainability Statement dated July 2020  
Framework Travel Plan  
Noise and Vibration Assessment dated August 2020  
Planning Statement dated August 2020  
Preliminary Ecological Appraisal dated August 2020  
Property Management Plan  
Statement of Community Involvement dated July 2020  
Transport Assessment dated July 2020  
Arboricultural Impact Assessment dated July 2020  
Utilities Report  
Flood Risk Assessment and Drainage Strategy dated July 2020  
Landscape and Access Statement dated July 2020  
Ground Investigation Report dated August 2020  
Revised accommodation schedule  
Revised appraisal for affordable housing

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

### **REASON**

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

## **SCHEDULE OF CONDITIONS**

- 5 . Detailed drawings or samples of materials as appropriate, in respect of the following shall be submitted to and approved in writing by the local planning authority before the relevant part of the works is begun, and the works shall not be carried out other than in accordance with the details so approved and shall thereafter be so maintained:
- (a) Samples of materials including all facing brickwork;
  - (b) Details of roof parapets, window and door reveals, spandrel panels
  - (c) Details of balconies, railings, metal cladding, rainwater pipes
  - (d) Details of privacy screening between balconies where appropriate

### **Sample panels required**

Sample panels of facing brickwork showing the proposed colour, texture, facebond and pointing shall be provided on site, and approved in writing by the local planning authority before the relevant parts of the approved works are commenced, and the sample panels shall be retained on site until the work is completed in accordance with the panel (s) so approved.

### **Windows and doors**

Elevational drawings at a scale of 1:20 and plan and vertical sectional drawings at a scale of 1:2 of the proposed windows and doors shall be submitted to and approved in writing by the local planning authority. The works shall be undertaken in accordance with the approved details.

### **REASON**

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

## **SCHEDULE OF CONDITIONS**

6. Prior to above ground works, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Access Officer. 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 (including pollution reducing trees), plant sizes, and proposed numbers/densities where appropriate
  2. Details of Hard Landscaping
    - 2.a Refuse Storage
    - 2.b Cycle Storage (178 cycle parking spaces and 4 short stay cycle parking spaces)
    - 2.c Means of enclosure/boundary treatments
    - 2.d Car Parking Layouts (including 14 car parking spaces, demonstration that 3 parking spaces (20%) are served by active electrical charging points and 11 (80%) are served by passive electrical charging points, 4 accessible spaces)
    - 2.e Hard Surfacing Materials
    - 2.f Other structures (such as play equipment and furniture)
  3. Details of Landscape Maintenance
    - 3.a Landscape Maintenance Schedule for a minimum period of 5 years.
    - 3.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
  4. Schedule for Implementation
  5. Other
    - 5.a Existing and proposed functional services above and below ground
    - 5.b Proposed finishing levels or contours

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

### **REASON**

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities whilst protecting the interests of aircraft safety in compliance with policies DMHB 11, DMHB 14, DMEI 1 and DMT 6 of the Hillingdon Local Plan Part 2 (2020) and Policies G1 and G5 of the London Plan 2021.

## SCHEDULE OF CONDITIONS

7. No site clearance or construction work shall take place until the details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:
1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.
  2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority. Such fencing should be a minimum height of 1.5 metres.
- Thereafter, the development shall be implemented in accordance with the approved details.
- The fencing shall be retained in position until development is completed.
- The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:
- 2.a There shall be no changes in ground levels;
  - 2.b No materials or plant shall be stored;
  - 2.c No buildings or temporary buildings shall be erected or stationed.
  - 2.d No materials or waste shall be burnt; and.
  - 2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.
3. Where the arboricultural method statement recommends that the tree protection measures for a site will be monitored and supervised by an arboricultural consultant at key stages of the development, records of the site inspections / meetings shall be submitted to the Local Planning Authority.

### REASON

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

8. Prior to above ground works, an ecological enhancement plan shall be submitted to and approved in writing by the Local Planning Authority in consultation with HAL. The plan shall show dedicated areas for the management of wildlife. The plan shall also include a diverse range of planting through an updated landscaping plan that has been developed to improve biodiversity. Finally, the plan shall also show the inclusion of wildlife enhancement features (i.e. bat and bird boxes as well log piles) throughout the landscaped areas and within the fabric of the buildings. The development must proceed in accordance with the approved plan.

### REASON

To ensure the development incorporates measures to improve biodiversity whilst protecting the interests of aircraft safety in compliance with policies DMAV 1, EM7 of the Local Plan Part 1, Policy DMEI 7 of the Hillingdon Local Plan Part 2 (2020) and London Plan (2021) Policy G6.

### **SCHEDULE OF CONDITIONS**

- 9 . Prior to works above ground level, details of external lighting related to the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority for agreement by the Access and Landscaping Officers. Such details shall include location, height, type and direction of light sources and intensity of illumination. The approved scheme shall be implemented prior to occupation and retained for the life of the development.

#### **REASON**

In the interests of the protection of the biodiversity in accordance with Policy EM7 of the Local Plan Part 1, Policy DMEI 7 and DMEI 8 of the Hillingdon Local Plan Part 2 (2020) and London Plan (2021) Policy G6.

## SCHEDULE OF CONDITIONS

- 10 . (a) Prior to commencement, (excluding demolition and site clearance) the details of 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 it, manages water in the most sustainable ways and its compliance with the strategy set out in the Flood Risk Assessment produced by Heyne Steel dated 31st July 2020 which sets out the site will: Achieve a run off rate from the site of 1.5l/ha/s Provided through the following SuDs elements: Blue Roof, Permeable Paving and Rain Garden. Any changes to the strategy should be justified and evaluated and the final proposals must be integrated with provision of green infrastructure, air quality and urban greening requirements to justify the most sustainable final solution is provided. Further details should be provided on: Any proposal should use of methods to minimise the use of potable water through

- i. incorporating water saving measures and equipment.
- ii. Collecting water for use and recycling
- iii Blue roof detail and overflow.
- iv. Levels of the site and Safe access and egress must be demonstrated - any above ground storage and or overland flooding or flows paths should be mapped, ( please include depths and velocities and hazards ) above the 100, plus climate change.
- v Rain Garden design

(b) Prior to occupation of the development, a Verification Report demonstrating that the approved drainage/SuDS measures have been fully implemented shall be submitted to the Local Planning Authority for approval in writing. This report must include: As built drawings of the sustainable drainage systems including level information (if appropriate) Photographs of the completed sustainable drainage systems throughout the construction process Any relevant certificates from manufacturers/suppliers of any drainage features A confirmation statement of the above signed by a chartered engineer Management and Maintenance Prior to occupation a management and maintenance plan should be submitted to the Local Authority for approval in writing. This should cover the lifetime of the development of arrangements (through temporary works) to secure the operation of the scheme throughout its lifetime. Including appropriate details of Inspection regimes, Appropriate performance specification, Remediation and timescales for the resolving of issues. Where there is overland flooding proposed, the plan should include the appropriate actions to ensure the safety of the users of the site should that be required.

### REASON

To ensure that surface water run off is controlled and to ensure the development does not increase in accordance with Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012), Policy DME1 10 of Local Plan Part 2 Development Management Policies (January 2020), National Planning Policy Framework (2021) and Policies SI 12 & SI 13 of the London Plan (2021).

## SCHEDULE OF CONDITIONS

- 11 · Prior to above ground works, a Bird Hazard Management Plan shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Heathrow Airport Limited and the MoD. The submitted plan shall include details of:

- management of any flat/shallow pitched on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note 8 'Potential Bird Hazards from Building Design'.

The Bird Hazard Management Plan shall be implemented as approved on completion of the development and shall remain in force for the life of the building. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.

### REASON

In the interests of aircraft safety in compliance with Policy DMAV 1 of the London Borough of Hillingdon Local Plan Part 2 - Development Management Policies (January 2020).

- 12 · No building or structure hereby approved shall exceed 67.930m AOD.

### REASON

In the interests of aircraft safety in compliance with Policy DMAV 1 of the London Borough of Hillingdon Local Plan Part 2 - Development Management Policies (January 2020).

- 13 · Prior to commencement of development a Crane Operation Plan shall be submitted to and approved in writing by the Local Planning Authority, in consultation with Heathrow Airport Limited and NATS. The submitted plan shall include details of:

- cranes and other tall construction equipment (including the details of obstacle lighting)

Such schemes shall comply with Advice Note 4 'Cranes and Other Construction Issues'(available at [www.aoa.org.uk/policy-campaigns/operations-safety](http://www.aoa.org.uk/policy-campaigns/operations-safety)).

The approved Crane Operation Plan (or any variation approved in writing by the Local Planning Authority) shall be implemented for the duration of the construction period.

### REASON

In the interests of aircraft safety in compliance with Policy DMAV 1 of the London Borough of Hillingdon Local Plan Part 2 - Development Management Policies (January 2020).

## SCHEDULE OF CONDITIONS

- 14 · The development hereby approved shall ensure that 10% (11 units) of the residential units are constructed to meet the standards for M4(3)(2)(a) Wheelchair Adaptable Standard dwelling with a floor plan at no less than 1:100 submitted for each of the different M4(3) units and agreed in writing by the Local Planning Authority. All details, to include transfer zones, wheelchair storage area, and other spatial requirements within bedrooms, bathrooms, living and dining areas, should be shown on a separate plan for every different unit type. All remaining units designed to the standards for Category 2 M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, and all such provisions shall remain in place for the life of the building.

### REASON

To ensure that an appropriate standard of housing stock, in accordance with Policy D7 of the London Plan (2021) is achieved and maintained.

- 15 · Prior to above ground works, the applicant shall submit a Construction Environmental Management Plan (CEMP) shall be submitted to, and approved in writing by, the Local Planning Authority. The CEMP shall comprise such combination of measures for controlling the effects of construction and enabling works associated with the development as may be approved by the Local Planning Authority. The CEMP shall address issues including the phasing of the works, hours of work, noise and vibration, air quality, waste management, site remediation, plant and equipment, site transportation and traffic management including routing, signage, permitted hours for construction traffic and construction materials deliveries. It will ensure appropriate communication with, the distribution of information to, the local community and the Local Planning Authority relating to relevant aspects of construction. Appropriate arrangement should be made for monitoring and responding to complaints relating to demolition and construction. All construction and enabling work at the development shall be carried out in accordance with the approved CEMP unless otherwise agreed in writing by the LPA.

### REASON

To safeguard the amenity of surrounding areas in accordance with Policy DMHB 11 and DMT 7 of the Hillingdon Local Plan: Part 2 Development Management Policies (January 2020).

- 16 · No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

### REASON

The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure.

## SCHEDULE OF CONDITIONS

- 17 · Prior to occupation of the development, a Service and Delivery Plan and a Site Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, servicing, delivery and collection or refuse shall be carried out as agreed within this approved plan.

### REASON

To ensure appropriate servicing of the site, to safeguard highway safety, and to safeguard the free flow of traffic, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 Development Management Policies (January 2020).

- 18 · Prior to above ground works, details of all traffic arrangements (including where appropriate carriageways, footways, turning space, safety strips, sight lines at road junctions, kerb radii, car parking areas and marking out of spaces, loading facilities, closure of existing access and means of surfacing) shall be submitted to and approved in writing by the Local Planning Authority. The approved development shall not be occupied until all such works have been constructed in accordance with the approved details. Thereafter, the parking areas, sight lines and loading areas must be permanently retained and used for no other purpose at any time. Disabled parking bays shall be a minimum of 4.8m long by 3.6m wide, or at least 3.0m wide where two adjacent bays may share an unloading area.

### REASON

To ensure pedestrian and vehicular safety and convenience and to ensure adequate off-street parking, and loading facilities in compliance with Policy DMT 6 of the Hillingdon Local Plan Part 2 (2020). and Chapter 10 of the London Plan (2021).

- 19 · No residential unit hereby approved shall be occupied until a parking allocation scheme has been submitted to, and approved in writing by, the Local Authority Planning Authority. Allocation of the units shall be provided for the family sized units and accessible units within the development. Thereafter the parking shall remain allocated for the use of the units in accordance with the approved scheme and remain under this allocation for the life of the development.

### REASON

To ensure that an appropriate level of car parking provision is provided on site in accordance with Policy DMT 6 of the Hillingdon Local Plan: Part Two Development Management Policies (January 2020) and Chapter 10 of the London Plan (2021).

- 20 · The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the lowest existing background noise level by at least 5dBA as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

### REASON

To safeguard the residential amenity of the occupiers of adjoining and nearby properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 Development Management Policies (2020).

## SCHEDULE OF CONDITIONS

- 21 · The noise level in habitable residential rooms at the development hereby approved shall meet the internal noise standard specified in BS8233:2014.

### REASON

To safeguard the amenity of the occupants of the proposed development in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 22 · Prior to occupation, measurement and assessment of any noticeable commercial/industrial noise from existing sources must be undertaken based on the guidance in the current versions of BS 4142 and BS 8233, and submitted to, and approved in writing by, the LPA.  
The submission must comply with the reporting guidelines within BS 4142 and include details of the sound levels outside and inside the nearest scheme habitable rooms during normal and overheating ventilation conditions, and within external amenity areas where present.

### REASON

To safeguard the amenity of the occupants of the proposed development in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 23 · Prior to above ground works, full details and specifications of the low and zero carbon technology to be used in the development shall be submitted to and approved in writing by the Local Planning Authority. These shall include the type, size and proposed location within the site of the low and zero carbon technology required to meet the CO2 savings set out in the outline energy statement (Mecserve, July 2020). In addition, full details of the noise emissions associated with the Air Source Heat Pumps shall be provided along with any noise abatement technology to ensure noise pollution is avoided. Finally, full plans and specifications of the roof mounted PVs shall be provided including details of their pitch and orientation and consequential output. The development must proceed in accordance with the approved plans, details and specifications. The development must proceed in accordance with the approved details.

### REASON

To ensure the development contributes to a reduction in CO2 emissions in accordance with Policy SI 2 of the London Plan (2021) and Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020) to ensure the design integrity of the development and wider environs.

## SCHEDULE OF CONDITIONS

- 24 . The development hereby approved shall be carried out in accordance with the details of the overheating and cooling strategy provided in the Energy and Sustainability Statement dated July 2020. The scheme shall development hereby approved shall deliver:
- a) air intake locations which are not expected to exceed UK air quality objective limits for levels of NO<sub>2</sub> concentration (40 A<sub>1</sub>g/m<sup>3</sup>) and are not proposed close to any chimney/boiler flues and ventilation extracts.
  - b) mechanisms for filtering pollutants (NO<sub>2</sub> or PM<sub>10</sub>) at the proposed air intake locations to ensure that air intake shall not exceed UK air quality objective limits (40 A<sub>1</sub>g/m<sup>3</sup>).
  - c) measures to prevent summer overheating and minimise energy usage, including details of thermal control (cooling) within individual residential units as detailed in the report.
  - d) the overall efficiency of the system which shall meet the details set out in the energy strategy.

Prior to occupation, the Applicant will ensure a detailed management plan for the Mechanical Ventilation Heat Recovery system (MVHR) covering maintenance and cleaning, management responsibilities and a response plan in the event of system failures or complaints in place. The measures shall thereafter be fully implemented prior to the occupation or use of the development and retained permanently thereafter in working order for the duration of the use and occupation of the development.

### REASON

To ensure an acceptable standard of residential amenity is provided in terms of air quality and overheating in accordance with Policy SI4 of the London Plan (2021).

- 25 . Prior to occupation, a detailed monitoring and reporting plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall provide full details of how the carbon savings set out in the energy strategy shall be monitored with details of how and when these will be reported to Local Authority. The submitted report shall demonstrate the carbon reduction proposals have been implemented and that the development is compliant with the savings set out in the energy strategy. Measures to remedy any shortfall in carbon savings will be required. The development must be operated in accordance with the approved plan.

### REASON

To ensure the development contributes to a reduction in CO<sub>2</sub> emissions in accordance with Policy SI 2 of the London Plan (2021).

## SCHEDULE OF CONDITIONS

- 26 · No above ground works shall be undertaken until a clear and effective low emission strategy (LES) have been submitted to and approved in writing by the Local Planning Authority. The strategy shall include, but not be restricted to:

a) effective ways to encourage residents so that the fleet composition visiting/using the site will be Euro 6/VI or cleaner (e.g. electric) or have implemented retrofitting devices that will enable compliance with such Euro standards;

b) provision of a clean supply of energy to the site. Any CHP or gas boiler will have to conform with the London Ultra Low NOx requirements. The boilers to be specified to meet ultra-low NOx emissions standards of < 40mg/kWh.

The strategy shall detail the steps that will be followed in addressing the lower emissions requirements stated above and what measures will be taken to take into account future changing standards and available technologies and be updated accordingly in agreement with the local planning authority.

The measures in the agreed scheme shall be maintained for the lifetime of the development.

### REASON

As the application site is within an Air Quality Focus Area and to reduce the impact on air quality in accordance with policy EM8 of the Local Plan: Part 1 (November 2012), policy DMEI 14 of the London Borough of Hillingdon Local Plan (part 2), London Plan Policy SI1, and paragraph 186 of the National Planning Policy Framework (2021).

- 27 · All Non-Road Mobile machinery (NRMM) of net power of 37kW and up to and including 560kW used during the demolition, site preparation and construction phases shall comply with the emissions standards set out in chapter 4, proposal 4.2.3.a of the London Environment Strategy. Unless it complies with the standard set out in the London Environment Strategy, no NRMM shall be onsite, at any time, whether in use or not, without the prior written consent of the LPA. The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register <https://nrmm.london/>

### REASON

As the application site is within an Air Quality Focus Area and to reduce the impact on air quality in accordance with policy EM8 of the Local Plan: Part 1 (November 2012), policy DMEI 14 of the London Borough of Hillingdon Local Plan (part 2), London Plan Policy SI1, and paragraph 186 of the National Planning Policy Framework (2021).

## SCHEDULE OF CONDITIONS

- 28 (i) The development shall not commence until a scheme to deal with contamination has been submitted to the Local Planning Authority (LPA) in accordance with the Supplementary Planning Guidance Document on Land Contamination, and approved by the LPA. All works which form part of the remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:

(a) A site investigation, including where relevant soil, soil gas, surface and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and

(b) A written method statement providing details of the remediation scheme and how the completion of the remedial works for each phase will be verified shall be agreed in writing with the LPA prior to commencement of each phase, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.

(ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and

(iii) Upon completion of the approved remedial works, this condition will not be discharged until a comprehensive verification report has been submitted to and approved by the LPA. The report shall include the details of the final remediation works and their verification to show that the works for each phase have been carried out in full and in accordance with the approved methodology.

(iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the results of this testing shall be submitted and approved in writing by the Local Planning Authority. All soils used for gardens and/or landscaping purposes shall be clean and free of contamination.

### REASON

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

## SCHEDULE OF CONDITIONS

- 29 · Prior to any above ground works, an updated Fire Strategy Report shall be submitted to, and approved in writing by, the Local Authority Planning Authority. Thereafter the development shall not be carried out other than in accordance with the approved details.

### REASON

To ensure that the development meets Fire Safety Standards in accordance with policy D12 London Plan (2021).

- 30 · The development hereby approved shall ensure that 1 x 2 bedroom and 4 x 3-bedroom, London Affordable Rent units are constructed to accord with the technical specifications of M4(3)(2)(b) Wheelchair Accessible Standard dwellings as set out in Approved Document M to the Building Regulations 2010 (2015 edition).

### REASON

To ensure that an appropriate standard of housing stock, in accordance with Policy D7 London Plan (2021).

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

### REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000, to ensure the development provides a safe and secure environment in accordance with policy DMHB 15 of the Local Plan Part 2 (2020) and London Plan (2021) D12 .

## SCHEDULE OF CONDITIONS

- 32 (i) Prior to above ground works, a circular economy statement shall be submitted to and approved in writing by the local planning authority in consultation with the GLA. This shall include the provision of:
- a Bill of Materials for the main elements of the building that sets out the weight of each element (façade, sub-structure, structure, floors, roof, internal partitions), its weight divided by the GIA floor area of the building and a commitment to achieving a minimum 20% recycled content by value;
  - a Recycled and Waste Reporting Table that details the weight of the waste arising from demolition, excavation and construction, the percentage of waste reused/recycled on site, offsite, the percentage to landfill, and the percentage to other management (e.g. incineration), with the commitment to a 95% diversion from landfill for all three waste streams;
  - specific measures to meet the Mayor's 65% target for Municipal waste recycling;
  - for any residual waste that is destined for landfill, written evidence that the destination landfill(s) have the capacity to receive waste, along with a notification of the likely destination of all waste streams (beyond the Materials Recycling Facility) where known;
  - a commitment to producing a Post Completion Report setting out the predicted and actual performance against all numerical targets, and provide updated versions of the Recycling and Waste Reporting form and the Bill of Materials.
- The development shall not be carried out otherwise than in accordance with the details so approved.

(ii) Prior to the occupation [of any phase / building/ development], a Post Completion Report setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: CircularEconomyLPG@london.gov.uk, along with any supporting evidence as per the GLA's Circular Economy Statement Guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation.

**Reason:**

In the interests of sustainable waste management and in order to maximise the re-use of materials and to ensure the proposed development complies with Policy SI 17 of the London Plan 2021.

- 33 Prior to the occupation of each building the post-construction tab of the GLA's whole life carbon assessment template should be completed accurately and in its entirety in line with the GLA's Whole Life Carbon Assessment Guidance. The post-construction assessment should provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the relevant building.

**Reason:**

In the interests of sustainable development and to maximise on-site carbon dioxide savings and to ensure the proposed development complies with Policy SI 2 of the London Plan 2021.

## SCHEDULE OF CONDITIONS

### 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.

|         |                                                        |
|---------|--------------------------------------------------------|
| DMAV 1  | Safe Operation of Airports                             |
| DMCI 2  | New Community Infrastructure                           |
| DMCI 4  | Open Spaces in New Development                         |
| DMCI 5  | Childrens Play Area                                    |
| DMCI 7  | Planning Obligations and Community Infrastructure Levy |
| DMEI 1  | Living Walls and Roofs and Onsite Vegetation           |
| DMEI 10 | Water Management, Efficiency and Quality               |
| DMEI 11 | Protection of Ground Water Resources                   |
| DMEI 12 | Development of Land Affected by Contamination          |
| DMEI 13 | Importation of Material                                |
| DMEI 14 | Air Quality                                            |
| DMEI 2  | Reducing Carbon Emissions                              |
| DMEI 5  | Development in Green Chains                            |
| DMEI 7  | Biodiversity Protection and Enhancement                |
| DMEI 8  | Waterside Development                                  |
| DMEI 9  | Management of Flood Risk                               |
| DMH 2   | Housing Mix                                            |
| DMH 4   | Residential Conversions and Redevelopment              |
| DMH 7   | Provision of Affordable Housing                        |
| DME 1   | Employment Uses in Designated Sites                    |
| DMHB 1  | Heritage Assets                                        |
| DMHB 11 | Design of New Development                              |
| DMHB 12 | Streets and Public Realm                               |
| DMHB 14 | Trees and Landscaping                                  |
| DMHB 15 | Planning for Safer Places                              |
| DMHB 16 | Housing Standards                                      |
| DMHB 17 | Residential Density                                    |
| DMHB 18 | Private Outdoor Amenity Space                          |

## SCHEDULE OF CONDITIONS

|          |                                                                                               |
|----------|-----------------------------------------------------------------------------------------------|
| DMHB 19  | Play Space                                                                                    |
| DMT 1    | Managing Transport Impacts                                                                    |
| DMT 2    | Highways Impacts                                                                              |
| DMT 4    | Public Transport                                                                              |
| DMT 5    | Pedestrians and Cyclists                                                                      |
| DMT 6    | Vehicle Parking                                                                               |
| LPP 1.1  | (2016) Delivering the strategic vision and objectives for London                              |
| LPP 2.6  | (2016) Outer London: vision and strategy                                                      |
| LPP 2.17 | (2016) Strategic Industrial Locations                                                         |
| LPP 3.10 | (2016) Definition of affordable housing                                                       |
| LPP 3.11 | (2016) Affordable housing targets                                                             |
| LPP 3.12 | (2016) Negotiating affordable housing on individual private residential and mixed-use schemes |
| LPP 3.13 | (2016) Affordable housing thresholds                                                          |
| LPP 3.14 | (2016) Existing Housing                                                                       |
| LPP 3.15 | (2016) Co-Ordination of Housing Development and Investment                                    |
| LPP 3.3  | (2016) Increasing housing supply                                                              |
| LPP 3.4  | (2015) Optimising housing potential                                                           |
| LPP 3.5  | (2016) Quality and design of housing developments                                             |
| LPP 3.6  | (2016) Children and young people's play and informal recreation facilities                    |
| LPP 3.7  | (2016) Large residential developments                                                         |
| LPP 3.8  | (2016) Housing Choice                                                                         |
| LPP 3.9  | (2016) Mixed and Balanced Communities                                                         |
| LPP 5.12 | (2016) Flood risk management                                                                  |
| LPP 5.13 | (2016) Sustainable drainage                                                                   |
| LPP 5.17 | (2016) Waste capacity                                                                         |
| LPP 5.21 | (2016) Contaminated land                                                                      |
| LPP 5.3  | (2016) Sustainable design and construction                                                    |
| LPP 6.13 | (2016) Parking                                                                                |
| LPP 6.9  | (2016) Cycling                                                                                |
| LPP 7.30 | (2016) London's canals and other rivers and waterspaces                                       |
| LPP 7.4  | (2016) Local character                                                                        |
| LPP 7.5  | (2016) Public realm                                                                           |
| LPP 7.6  | (2016) Architecture                                                                           |
| LPP 8.2  | (2016) Planning obligations                                                                   |
| LPP 8.3  | (2016) Community infrastructure levy                                                          |
| LPP 8.4  | (2016) Monitoring and review                                                                  |

## SCHEDULE OF CONDITIONS

- 3 . 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.
- 4 . 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@hillington.gov.uk](mailto:planning@hillington.gov.uk). The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

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

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

- 5 . Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-
  - A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.
  - B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.
  - C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance 'The Control of dust and emissions from construction and demolition.
  - D. No bonfires that create dark smoke or nuisance to local residents.

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

## SCHEDULE OF CONDITIONS

means that would minimise disturbance to adjoining premises.

- 6 . You are advised that care should be taken during the building works hereby approved to avoid spillage of mud, soil or related building materials onto the pavement or public highway. You are further advised that failure to take appropriate steps to avoid spillage or adequately clear it away could result in action being taken under the Highways Act 1980.

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

Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths during construction. Vehicles delivering materials to this development shall not override or cause damage to the public footway. Any damage will require to be made good to the satisfaction of the Council and at the applicant's expense.

For further information and advice contact - Highways Maintenance Operations, Central Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB3 3EU (Tel: 01895 277524).

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

- 8 . The proposed refuse and recycling storage areas meet the requirements of the Council's amenity and accessibility standards only. The proposed storage area must also comply with Part H of the Building Regulations. Should design amendments be required to comply with Building Regulations, these should be submitted to the Local Planning Authority for approval. For further information and advice contact - Residents Services, Civic Centre, Uxbridge, UB8 1UW (Tel: 01895 250400).

- 9 . The applicant is advised that any flat/shallow pitched or green roof on buildings have the potential to attract gulls for nesting, roosting and loafing and loafing purposes. The owners/occupiers of the building must ensure that all flat/shallow pitched roofs be constructed to allow access to all areas by foot using permanent fixed access stairs ladders or similar.

The owner/occupier must not allow gulls, to nest, roost or loaf on the building. Checks must be made weekly or sooner if bird activity dictates, during the breeding season. Outside of the breeding season gull activity must be monitored and the roof checked regularly to ensure that gulls do not utilise the roof. Any gulls found nesting, roosting or loafing must be dispersed by the owner/occupier when detected or when requested by BAA Airside Operations staff. In some instances it may be necessary to contact BAA Airside Operations staff before bird dispersal takes place. The contact would be Gary Hudson, The Development Assurance Deliverer for Heathrow Airport on 020

## SCHEDULE OF CONDITIONS

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The owner/occupier must remove any nests or eggs found on the roof. The breeding season for gulls typically runs from March to June. The owner/occupier must obtain the appropriate licences where applicable from Natural England before the removal of nests and eggs. For further information please see the attached Advice Note 8 - 'Potential Bird Hazards From Building Design'

- 10 . Thames Water would recommend that petrol / oil interceptors be fitted in all car parking/washing/repair facilities. Failure to enforce the effective use of petrol / oil interceptors could result in oil-polluted discharges entering local watercourses.

As per Building regulations part H paragraph 2.21, Drainage serving kitchens in commercial hot food premises should be fitted with a grease separator complying with BS EN 1825-2:2004 and designed in accordance with BS EN 1825-2:2002 or other effective means of grease removal. Thames Water further recommend, in line with best practice for the disposal of Fats, Oils and Grease, the collection of waste oil by a contractor, particularly to recycle for the production of bio diesel. Failure to implement these recommendations may result in this and other properties suffering blocked drains, sewage flooding and pollution to local watercourses. Please refer to our website for further information : [www.thameswater.co.uk/advice](http://www.thameswater.co.uk/advice)

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Thames Water would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing [wwriskmanagement@thameswater.co.uk](mailto:wwriskmanagement@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk](http://www.thameswater.co.uk). Please refer to the Wholesale; Business customers; Groundwater discharges section.

With regard to water supply, this comes within the area covered by the Affinity Water Company. For your information the address to write to is - Affinity Water Company The Hub, Tamblin Way, Hatfield, Herts, AL10 9EZ - Tel - 0845 782 3333.

### END OF SCHEDULE

#### Address:

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

## **GRANT OF PLANNING PERMISSION**

Application Ref.No.: 51175/APP/2020/2543

### **SCHEDULE OF PLANS**

A - (05) - 103 Rev. 06 - received 14 Dec 2020  
A - (05) - 104 Rev. 03 - received 14 Dec 2020  
A- (72) - 100A Rev. 06 - received 14 Dec 2020  
A- (72) - 100B Rev. 06 - received 14 Dec 2020  
A - (72) - 102A Rev. 06 - received 14 Dec 2020  
A (21)001 Rev. 00 - received 14 Dec 2020  
A (21)002 Rev. 01 - received 14 Dec 2020  
A (21)003 Rev. 01 - received 14 Dec 2020  
A (21)004 Rev. 00 - received 14 Dec 2020  
A-(03)-101-Rev 014 - received 31 Dec 2020  
A(03) - 105 Rev. 010 - received 13 Aug 2020  
A(03) - 104 Rev. 010 - received 13 Aug 2020  
A(03) - 002 Rev. 03 - received 13 Aug 2020  
A(03) - 001 Rev. 03 - received 13 Aug 2020  
Fire Strategy Statement - received 27 Aug 2020  
Initial Fire Engineering Review July 2020 - received 27 Aug 2020  
Design and Access Statement dated August 2020 - received 13 Aug 2020  
Archaeological Desk Based Assessment dated November 2018 - received 13 Aug 2020  
Daylight and Sunlight Assessment dated July 2020 - received 13 Aug 2020  
Delivery and Servicing Plan dated July 2020 - received 13 Aug 2020  
Draft Construction Management Plan dated 07 August 2020 - received 13 Aug 2020  
Energy and Sustainability Statement dated July 2020 - received 13 Aug 2020  
Framework Travel Plan - received 13 Aug 2020  
Noise and Vibration Assessment dated August 2020 - received 13 Aug 2020  
Planning Statement dated August 2020 - received 13 Aug 2020  
Preliminary Ecological Appraisal dated August 2020 - received 13 Aug 2020  
Property Management Plan - received 13 Aug 2020  
Statement of Community Involvement dated July 2020 - received 13 Aug 2020  
Transport Assessment dated July 2020 - received 13 Aug 2020

Arboricultural Impact Assessment dated July 2020 - received 13 Aug 2020  
 Utilities Report - received 13 Aug 2020  
 Flood Risk Assessment and Drainage Strategy dated July 2020 - received 13 Aug 2020  
 Landscape and Access Statement dated July 2020 - received 13 Aug 2020  
 Ground Investigation Report dated August 2020 - received 13 Aug 2020  
 EX-03-01 Rev. 03 - received 13 Aug 2020  
 EX-03-010 Rev. 00 - received 13 Aug 2020  
 EX(05)-001 Rev. 00 - received 13 Aug 2020  
 DEM(03) -100 Rev. 02 - received 13 Aug 2020  
 A(72) - 110 Rev. 03 - received 13 Aug 2020  
 A(72) - 109 Rev. 03 - received 13 Aug 2020  
 A(72) - 108 Rev. 00 - received 13 Aug 2020  
 A(72) - 106 Rev. 02 - received 13 Aug 2020  
 A(72) - 105B Rev. 02 - received 13 Aug 2020  
 A(72) - 105A Rev. 03 - received 13 Aug 2020  
 A(72) - 104B Rev. 02 - received 13 Aug 2020  
 A(72) - 104A Rev. 02 - received 13 Aug 2020  
 A(72) - 102B Rev. 04 - received 13 Aug 2020  
 Air Quality Assessment dated July 2020 - received 13 Aug 2020  
 EX(02)100 Rev. 03 - received 25 Nov 2021  
 A(03)201 Rev 00 - received 25 Nov 2021  
 Clarification on Daylight and Sunlight dated November 2020 - received 10 Dec 2020  
 Covering Letter dated December 2020 - received 14 Dec 2020  
 A- (03) - 102 Rev. 012 - received 14 Dec 2020  
 A- (03) - 111 Rev. 011 - received 14 Dec 2020  
 A - (04) - 100 Rev. 010 - received 14 Dec 2020  
 Design & Access Statement Addendum - received 14 Dec 2020  
 Daylight and Sunlight Response November 2020 - received 14 Dec 2020  
 A-(03)-100 Rev. 010 - received 29 Dec 2020  
 A-(03)-107 Rev. 012 - received 29 Dec 2020  
 A-(03) - 108 Rev. 04 - received 29 Dec 2020  
 A-(72) - 101A Rev. 010 - received 29 Dec 2020  
 A-(72)-101B Rev. 05 - received 29 Dec 2020

A-(72)-107 Rev. 05 - received 29 Dec 2020  
A-(05)-102 Rev. 012 - received 29 Dec 2020  
A-(05) - 100 Rev. 014 - received 29 Dec 2020  
A(03)203 rev 01 - received 25 Nov 2021  
A(03)202 Rev 00 - received 25 Nov 2021  
Revised appraisal for affordable housing - received 12 Jan 2022  
Revised accommodation schedule - received 12 Jan 2022  
A(03) - 110 Rev. 010 - received 13 Aug 2020  
A(03) - 109 Rev. 013 - received 13 Aug 2020  
A(03) - 106 Rev. 012 - received 13 Aug 2020



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

was duly affixed to this Deed

in the presence of:-

MEMBER OF

THE COUNCIL.....*J Palmer*.....

AUTHORISED OFFICER.....*S. G.*.....

Executed as a deed by **9 NESTLES AVENUE** )

**LIMITED** acting by a director and

a director OR its secretary

Director **OR** Secretary



*[Signature]*  
.....  
) Director

*[Signature]*  
.....  
)