

**DATED**

26<sup>th</sup> October

**2022**

**OSCARS LONDON HOMES 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**

**376 BALMORAL DRIVE HAYES**

**PLANNING APPLICATION NUMBER: 550/APP/2018/2262**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/HS/014723



**THIS PLANNING OBLIGATION BY DEED** is dated 26<sup>th</sup> October 2022  
And is made **BETWEEN**:

1. **OSCARS LONDON HOMES LIMITED** (Company Registration Number 11607313) of 29 Dell Road West Drayton Middlesex UB7 9HN ("the Owner");
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council").

Together known as the Parties.

### **BACKGROUND**

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- B The Owner is interested as freehold owner in the Land which is registered at the Land Registry with title absolute under title number AGL538714
- C. The Site falls within two registered titles at the Land Registry MX63647 and AGL538714 and it is the Land within the Site that is bound by the terms of this agreement.
- E The Owner intends to develop the Land pursuant to the Planning Permission.
- F On 2 July 2018 the Original Owners submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- G The Council resolved at its Major Planning Applications Committee meeting on 11 December 2018 to delegate authority to determine the Planning Application to the Deputy Director of Planning, & Regeneration subject to the prior completion of this Agreement.
- H The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

**THIS DEED WITNESSES AS FOLLOWS:-**

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

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

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"1990 Act"</b>                    | means the Town and Country Planning Act 1990;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Authority's Area"</b>            | means the administrative area of the Council;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Commencement of Development"</b> | <p>means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"><li>- site clearance;</li><li>- demolition (provided always that such works do not relate to any listed building within the Site);</li><li>- archaeological investigations and works;</li><li>- ground investigations;</li><li>- site survey works;</li><li>- temporary access construction works;</li><li>- preparatory or remediation works;</li><li>- works for the laying termination or diversion of services;</li><li>- the erection of any temporary means of enclosure or site notices;</li><li>- decontamination works;</li><li>- erection of any fences and hoardings around the Site; and</li><li>- environmental site investigations</li></ul> <p>and Commence and Commencement shall be construed accordingly;</p> |

|                                                           |                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Contribution"</b>                                     | means the Ecological Mitigation and Enhancement Contribution set out in the schedule to this Deed;                                                                                                                                                              |
| <b>"Interim Director of Planning and Regeneration"</b>    | means the Council's Interim Director of Planning and Regeneration or such person as the Council designates as undertaking this role;                                                                                                                            |
| <b>"Development"</b>                                      | means the development which will take place on the Land and which is authorised by the Planning Permission or any future planning permission subsequently issued for the Development under section 73 of the Act;                                               |
| <b>"Land Plan"</b>                                        | means the Block Plan 17019-PL2 Sep 2022 attached to this Deed at Appendix 3 hereto;                                                                                                                                                                             |
| <b>Ecological Mitigation and Enhancement Contribution</b> | Means Index Linked sum of £15,000 (Fifteen Thousand Pounds) towards off site ecological enhancement to be used locally to enhance Yeading Brook Fields located within Charville Ward.                                                                           |
| <b>"Form PO1"</b>                                         | means the form in the substantial format attached at Appendix 1;                                                                                                                                                                                                |
| <b>"Index Linked"</b>                                     | means the application of the formula provided at Clause 16 of this Agreement;                                                                                                                                                                                   |
| <b>"Land"</b>                                             | means all that land that falls within title number AGL538714 and which forms part of the Site and for the purposes of this Deed is the land upon which the planning obligations will be binding and is shown on the attached plan at Appendix 3 outlined in red |

|                               |                                                                                                                                                                                                                                                                                                        |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Leasehold Interest"</b>   | means all such leasehold or tenant interests in the Land as are at the date of this Deed owned by the Owner;                                                                                                                                                                                           |
| <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 Occupation and Occupy shall be construed accordingly; |
| <b>"Planning Application"</b> | means the application for planning permission for the development Two storey, 3-bed attached dwelling with associated parking and amenity space, single storey rear extension 2 front rooflights and installation of vehicular crossover to front under the Council's Planning Reference;              |
| <b>"Planning Permission"</b>  | means the planning permission that may be granted for the Development in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 4 hereto;                                                                                                                 |
| <b>"Planning Reference"</b>   | means planning reference 550/APP/2018/2262;                                                                                                                                                                                                                                                            |
| <b>" Site"</b>                | means the property known as land adjoining 376 Balmoral Drive Hayes UB4 8DL and 376 Balmoral Drive Hayes UB4 8DL within the area edged red on the Site Plan as submitted with the planning application and which falls within title numbers AGL538714 and MX63647                                      |
| <b>"Site Plan"</b>            | means the Site Location Plan 17019-D100 attached to this Deed at Appendix 2 hereto;                                                                                                                                                                                                                    |

|                         |                                                                                                                                     |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Specified Date"</b> | means the date upon which an obligation arising under this Deed is due to be performed;                                             |
| <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; |

1. In this Deed
  - 1.1 the clause headings do not affect its interpretation;
  - 1.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
  - 1.3 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.
  - 1.4 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.
  - 1.5 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
  - 1.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
  - 1.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
  - 1.8 references to any statute or statutory provision include references to:
    - 1.8.1 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
    - 1.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision
  - 1.9 references to the Site include any part of it;
  - 1.10 references to any party in this Deed include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;
  - 1.11 "including" means "including, without limitation";
  - 1.12 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;

- 1.13 without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;
- 1.14 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.15 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

## **2. LEGAL BASIS**

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and the Mortgagee and their successors in title to the Land.

## **3. CONDITIONALITY**

- 3.1 With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 11, 12, 13, and 18, which shall take effect immediately this Deed is conditional on the grant and issue of the Planning Permission.

## **4. MISCELLANEOUS**

- 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this 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 Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.

- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

## **5. THE OWNER'S PLANNING OBLIGATIONS**

- 5.1 The Owner covenants with the Council so as to bind the Site to observe and perform the obligations contained in this Deed and the schedules hereto.
- 5.2 The Owner covenants not to cause or permit the Commencement of Development until either:

5.2.1 all the Leasehold Interests have either been terminated or surrendered or have expired due to effluxion of time and written evidence to this effect has been produced to the Council; or

5.2.2 the Owner has procured that the owners of any extant Leasehold Interests give to the Council covenants similar to those contained in the Schedule to this Deed (by way of supplemental agreement to vary the parties to this Deed or other such mechanism as may be agreed by the Council in writing).

## **6. COSTS**

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

## **7. REGISTRATION OF AGREEMENT**

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

## **8. RIGHT OF ACCESS**

8.1 Without prejudice to the Council's statutory right of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under the Deed 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 immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

## **11. ARBITRATION**

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

11.1.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;

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

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

11.1.4 the seat of the arbitration shall be London.

## 12. **THIRD PARTIES**

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

## 13. **NOTICES**

13.1 All notices served under or in connection with this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

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

13.3 the Deputy Chief Executive and Director of Resident Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference;

13.4 the Owner at 29 Dell Road, West Drayton, Middlesex UB7 9HN

## 14. **FORM PO1**

14.1 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.

## 15. **CONTRIBUTIONS**

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

- (a) The Contributions due under this Deed shall be delivered to the person and address specified in clause 11 above;
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

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

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

## 16. INDEXATION

16.1 The Owner agrees with the Council that any sums payable by the Owner under this Deed shall be increased by the application of the formula  $A = B \times C/D$  where:

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Deed;
- (c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date
- (d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed 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 deed) 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 Deed shall bear interest at the rate of 4% above the base rate of HSBC UK Bank PLC from time to time being charged from the date such payment is due until the payment is received by the Council.

**18. VAT**

- 18.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.
- 18.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the 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 Deed 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.

**20. MORTGAGEE'S CONSENT**

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of its charge over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless they take possession of the Land in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

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**

### **ECOLOGICAL MITIGATION AND ENHANCEMENT CONTRIBUTION**

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

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



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

**TO: HEAD OF PLANNING AND ENFORCEMENT**

FORM PO1

RESIDENTS SERVICES  
LONDON BOROUGH OF HILLINGDON

3N CIVIC CENTRE

HIGH STREET UXBRIDGE

MIDDLESEX UB8 1UW

**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**

**SITE PLAN**

# NOTE

DO NOT SCALE DIMENSIONS  
FROM THIS DRAWING  
ALL DIMENSIONS TO BE CONFIRMED ON SITE  
DISCREPANCIES TO BE VERIFIED PRIOR TO  
COMMENCEMENT OF WORKS

Site area:  
404m<sup>2</sup>  
0.0404 hectare  
0.0998 acres

*Ala Chapman*  
MEMBER OF  
THE COUNCIL

*[Signature]*  
AUTHORISED  
OFFICER

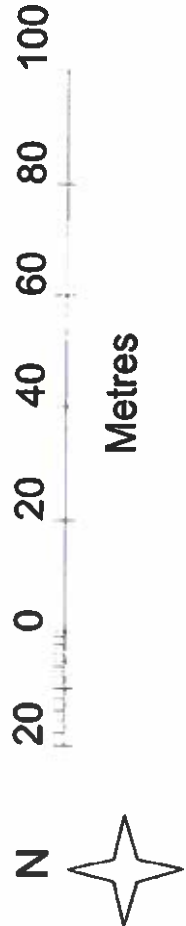
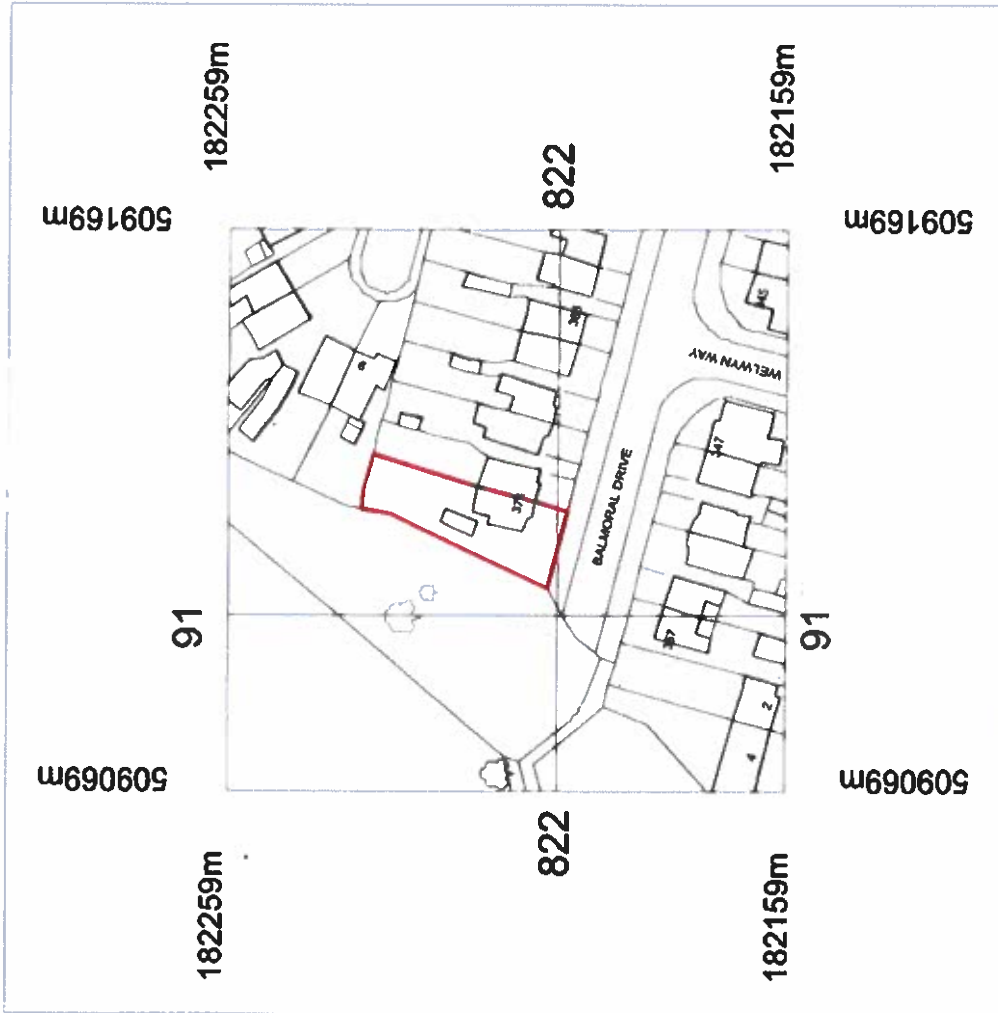
|                                        |          |                   |               |
|----------------------------------------|----------|-------------------|---------------|
| Rev                                    | Date     | Comments          | DWG ON        |
| 1                                      | 12/01/14 | Scale: 1:250 @ A4 |               |
|                                        |          | Checked: _____    | Date: _____   |
|                                        |          | Drawn: _____      | Client: _____ |
| 376 BALMORAL DRIVE<br>HAYES<br>UB4 8DL |          |                   |               |

SITE LOCATION PLAN

17019-0100

DAXAB LTD

44 Kemp Court, Watlington, London, SW18 2LJ  
info@daxab.co.uk 07764 883 993



*[Handwritten signature]*

**APPENDIX 3**

**LAND PLAN**

THIS DRAWING IS PREPARED SOLELY FOR DESIGN AND PLANNING SUBMISSION PURPOSES. IT IS NOT INTENDED OR SUITABLE FOR EITHER BUILDING REGULATIONS OR CONSTRUCTION PURPOSES AND SHOULD NOT BE USED FOR SUCH. COPYRIGHT RESERVED.

|                                                                                                                                                              |      |          |     |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|-----|-----|
| Rev                                                                                                                                                          | Date | Comments | D/B | Chk |
| <p>Scale: 1:500 @ A4</p> <p>Drawn: JC      Checked: JC      Date: SEP 2022</p> <p>Client: Gill</p> <p><b>Land Adjoining 376 Balmoral Drive<br/>Haver</b></p> |      |          |     |     |

### BLOCK PLAN

17019-PL2

**DAXAB LTD**

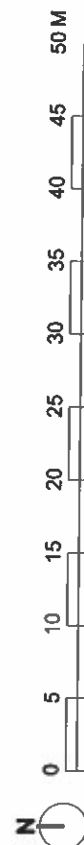
44 Kemp Court, Harlington Road, London SW3 2BJ  
info@daxab.co.uk 07766 883 993

Ala  
Chapra

MEMBER OF  
THE COUNCIL

Bridge

AUTHORISED  
..... OFFICER



# Sales



**APPENDIX 4**  
**DRAFT PLANNING PERMISSION**

# DRAFT

Mrs Emma Mcburney  
93 Hampton Road  
Hampton Hill  
TW12 1JQ

Application Ref: 550/APP/2018/2262

## **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:**

Two storey, 3-bed attached dwelling with associated parking and amenity space, single storey rear extension 2 front rooflights and installation of vehicular crossover to front

**Location of development:** 376 Balmoral Drive Hayes

**Date of application:** 02 July 2018

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

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

**Draft Decision Notice produced: 24 February 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: 550/APP/2018/2262

**SCHEDULE OF CONDITIONS**

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

**REASON**

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

- 2 · The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plan numbers D17019-D105E, D17019-D106E, D17019-D107F, D17019-D108F, D17019-D110D and D17019-D112C 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).

- 3 · The materials to be used in the construction of the external surfaces of the development hereby permitted shall match those used in the existing building and shall thereafter be retained as such.

**REASON**

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

### **SCHEDULE OF CONDITIONS**

- 4 · No development above superstructure level shall take place until a landscape scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include:
1. Details of Soft Landscaping
    - 1.a Planting plans (at not less than a scale of 1:100),
    - 1.b Written specification of planting and cultivation works to be undertaken,
    - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate
  2. Details of Hard Landscaping
    - 2.a Refuse Storage
    - 2.b Cycle Storage
    - 2.c Means of enclosure/boundary treatments
    - 2.d Hard Surfacing Materials
    - 2.e External Lighting
  3. Schedule for Implementation

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

#### **REASON**

To ensure that the proposed development will preserve and enhance the visual amenities of the locality in compliance with Policies DMHB 11 and DMHB 14 of the Hillingdon Local Plan: Part 2 (2020).

- 5 · Notwithstanding the provisions of the Town and Country Planning (General Permitted Development)(England)Order 2015 (or any order revoking and re-enacting that Order with or without modification), no additional windows, doors or other openings shall be constructed in the walls or roof slopes of the development hereby approved facing 376 Balmoral Drive.

#### **REASON**

To prevent overlooking to adjoining properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

- 6 · Notwithstanding the provisions of the Town and Country Planning (General Permitted Development)(England) Order 2015 (or any order revoking and re-enacting that Order with or without modification); no garage(s), shed(s) or other outbuilding(s), nor extension or roof alteration to any dwellinghouse(s) shall be erected without the grant of further specific permission from the Local Planning Authority.

#### **REASON**

To protect the character and appearance of the area and amenity of residential occupiers in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

## SCHEDULE OF CONDITIONS

- 7 . The dwelling hereby approved shall be constructed to comply with the technical standards for a Category 2 M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015.

### REASON

To ensure that an appropriate standard of housing stock is achieved and maintained, in accordance with Policy D5 and D7 of the London Plan (2021).

### INFORMATIVES:

- 1 . The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 . The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Unitary Development Plan Saved Policies (September 2007) as incorporated into the Hillingdon Local Plan (2012) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan (2021) and national guidance.

|          |                                                                                                                           |
|----------|---------------------------------------------------------------------------------------------------------------------------|
| BE13     | New development must harmonise with the existing street scene.                                                            |
| BE15     | Alterations and extensions to existing buildings                                                                          |
| BE19     | New development must improve or complement the character of the area.                                                     |
| BE20     | Daylight and sunlight considerations.                                                                                     |
| BE21     | Siting, bulk and proximity of new buildings/extensions.                                                                   |
| BE22     | Residential extensions/buildings of two or more storeys.                                                                  |
| BE23     | Requires the provision of adequate amenity space.                                                                         |
| BE24     | Requires new development to ensure adequate levels of privacy to neighbours.                                              |
| BE38     | Retention of topographical and landscape features and provision of new planting and landscaping in development proposals. |
| AM14     | New development and car parking standards.                                                                                |
| HDAS-EXT | Residential Extensions, Hillingdon Design & Access Statement, Supplementary Planning Document, adopted December 2008      |
| HDAS-LAY | Residential Layouts, Hillingdon Design & Access Statement, Supplementary Planning Document, adopted July 2006             |
| LPP 3.3  | (2016) Increasing housing supply                                                                                          |
| LPP 3.4  | (2015) Optimising housing potential                                                                                       |
| LPP 3.5  | (2016) Quality and design of housing developments                                                                         |
| LPP 5.3  | (2016) Sustainable design and construction                                                                                |
| LPP 7.4  | (2016) Local character                                                                                                    |
| NPPF- 2  | NPPF-2 2018 - Achieving sustainable development                                                                           |

### SCHEDULE OF CONDITIONS

- NPPF- 5      NPPF-5 2018 - Delivering a sufficient supply of homes  
NPPF- 11     NPPF-11 2018 - Making effective use of land  
NPPF- 12     NPPF-12 2018 - Achieving well-designed places

- 3 . On this decision notice policies from the Councils Local Plan: Part 1 - Strategic Policies appear first, then relevant Local Plan Part 2 (2020), then London Plan Policies (2021). Hillingdon's Full Council adopted the Hillingdon Local Plan: Part 1 - Strategic Policies on 8 November 2012 and the Hillingdon Local Plan Part 2 on 16 January 2020.

- 4 . 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).

- 5 . You are advised that if any part of the development hereby permitted encroaches by either its roof, walls, eaves, gutters, or foundations, then a new planning application may have to be submitted. The validity of this planning permission may be challengeable by third parties if the development results in any form of encroachment onto land outside the applicant's control for which the appropriate Notice under Article 13 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 has not been served.

- 6 . The Party Wall Act 1996 requires a building owner to notify, and obtain formal agreement from, any adjoining owner, where the building owner proposes to:  
carry out work to an existing party wall;  
build on the boundary with a neighbouring property;  
in some circumstances, carry out groundworks within 6 metres of an adjoining building.

Notification and agreements under this Act are the responsibility of the building owner and are quite separate from Building Regulations, or Planning Controls. The Building Control Service will assume that an applicant has obtained any necessary agreements with the adjoining owner, and nothing said or implied by the Council should be taken as removing the necessity for the building owner to comply fully with the Party Wall Act. Further information and advice is to be found in "the Party Walls etc. Act 1996 - explanatory booklet" published by the ODPM, available free of charge from the Residents Services Reception Desk, Level 3, Civic Centre, Uxbridge, UB8 1UW.

- 7 . Your attention is drawn to the fact that the planning permission does not override

## **SCHEDULE OF CONDITIONS**

property rights and any ancient rights of light that may exist. This permission does not empower you to enter onto land not in your ownership without the specific consent of the owner. If you require further information or advice, you should consult a solicitor.

- 8 . 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 means that would minimise disturbance to adjoining premises.

- 9 . 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.

## **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.: 550/APP/2018/2262

### **SCHEDULE OF PLANS**

D17019-D108F - received 30 Oct 2018

Arboricultural Report - received 18 Jun 2018

17019-D103A - received 18 Jun 2018

17019-D102 - received 18 Jun 2018

17019-D101A - received 18 Jun 2018

17019-D100 - received 18 Jun 2018

17019-D111 - received 02 Jul 2018

D17019-D107F - received 30 Oct 2018

D17019-D106E - received 30 Oct 2018

D17019-D105E - received 23 Oct 2018

D17019-D110D - received 23 Oct 2018



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.....

*Alan Chapman*

AUTHORISED OFFICER.....

*J. J. J.*



Executed as a Deed by

**OSCARS HOMES LONDON LIMITED**

Acting by a Director

*S. Gill*  
JAGJGST GILL

~~DIRECTOR/SECRETARY~~.....

Signature

in the presence of:-

Witness

Name

Address

Occupation

*ance*  
**Stephen H. Phillips**  
Solicitor  
63a Station Road, West Drayton  
Middlesex, UB7 7LR