

# **Planning Statement for change of use of 72 assisted living units (Class C2) to retirement apartments for over 55s (Class C3).**

**Land off Thompson Road and St Luke's Road, Former RAF Uxbridge, St Andrews Park, Hillingdon Road, Uxbridge.**

**On behalf of Anchor.**

Date: June 2024 | Pegasus Ref: P17-2203

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Document Management.

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# 1. Introduction

- 1.1. Pegasus Group is instructed by Anchor (the Applicant) to submit an application for planning permission for the change of use of a site containing 72 units of assisted living accommodation and ancillary communal facilities (Class C2) on land off Thompson Road & St Luke's Road, Former RAF Uxbridge. It is proposed to occupy the site as retirement apartments for over 55s within Use Class C3.
- 1.2. Construction of the building was recently completed under planning permission granted in 2020 (reference 585/APP/2019/829) for the following development:  
  
*"Erection of a building containing 72 assisted living apartments and communal facilities (Use Class C2) with associated parking and landscaping."*
- 1.3. Following the discharge of the relevant conditions, and several minor amendments to the scheme (see Section 3 of this statement for further details), the planning permission was implemented and the building is now complete, though unoccupied.
- 1.4. Discussions with Hillingdon's Housing Team have established that they are not supportive of the delivery of socially rented dwellings in a Class C2 use at this site; however, they are strongly supportive of socially rented Class C3 accommodation.
- 1.5. Therefore, in order to secure the future occupation of the development, which is complete but will lie empty until suitable occupation can be agreed with the Council's Housing Officers, the Applicant is seeking a change of use from Class C2 to Class C3 with 100% affordable housing provision.
- 1.6. This Statement will set out the planning justification for the proposed change of use when considered against current adopted local and national planning policy. Regard should be had to the original planning permission ref. 585/APP/2019/829 ('the 2020 permission') during the determination of this application and the following documents should be read in conjunction with this Statement:
  - The supporting plans
  - Design and Access Statement
  - Air Quality Assessment
  - Affordable Housing Statement
  - Transport Statement
  - Travel Plan
  - Fire Statement
  - Biodiversity Net Gain Statement

## 2. Site and Surrounding Area

- 2.1. The application site forms part of St Andrew's Park (the former RAF Uxbridge site), located to the east of the Uxbridge Town Centre extension.
- 2.2. The site is occupied by a single building which contains a mix of 1 and 2-bedroom apartments which are approved for occupation in a Class C2 use, where residents are required to be in need of a minimum amount of care as set out in the S106 Agreement which accompanies the 2020 permission.
- 2.3. Undercroft parking and a plant area are located at lower ground floor level together with space for refuse storage, and there are communal facilities such as a café, lounge and hair salon at ground floor level.
- 2.4. The existing building is arranged in an 'L' shape along the southern and eastern site boundaries with parking and landscaping to the north. The building ranges from 7-storeys in height at the south western corner, stepping down to 5-storeys to the north and east along the boundary with St Andrew's Road.
- 2.5. A total of 53 parking spaces are provided within the site including 29 at lower ground floor level and 2 motorcycle spaces. Of these, 10 are disabled bays and there are a total of 22 electric vehicle charging bays within the lower ground floor. Cycle parking is also provided at lower ground floor level and there is a buggy park inside the building at ground floor level for the storage of mobility scooters.
- 2.6. When the site is in use, the surface parking bays will be accessed via St Luke's Road and access to the undercroft parking will be via Thompson Road.
- 2.7. The site is bounded by St Andrew's Road to the south and west, by St Luke's Road to the north and by Thompson Road to the east. The area to the north of the site comprises unoccupied and semi-derelict former RAF accommodation which is likely to be redeveloped in the future. To the east and south of the site is the District Park and new Residential Triangle development.
- 2.8. The site is situated within a Developed Area as identified in the policies of the Hillingdon Local Plan Part 1: Strategic Policies (November 2012).
- 2.9. The site is not located within a Conservation Area and there are no Listed Buildings within or adjacent to the subject site. The application site lies within Flood Zone 1, the area with least probability of flooding.

### 3. Planning History

#### Pre-application discussion

- 3.1. Anchor met (online) with Planning Officer Ed Laughton and Daniel Kennedy, Corporate Director of Central Services in late March 2024, to discuss the proposals in general, following the initial concerns raised by Officers over the provision of care at this site.
- 3.2. At the meeting, it was agreed that, should both the Council and Anchor wish to proceed with social housing nominations that did not contain provision of care but instead target a mix of older persons contained on the Housing Waiting list throughout the Borough to maximise the accommodation offering, then the most logical way to move forward would be to apply for a change of Use Class.
- 3.3. Following this, Pegasus has been liaising with Ed Laughton over the suite of documents required to support this planning application prior to submission.

#### 585/APP/2019/829 – The 2020 Permission

- 3.4. Planning permission was granted on 18 February 2020 for the following development:  
*“Erection of a building containing 72 assisted living apartments and communal facilities (Use Class C2) with associated parking and landscaping.”*
- 3.5. This permission granted a Class C2 use subject to a S106 Agreement specifying a range of occupancy restrictions and requirements for the ongoing occupation of the development to ensure that the site is occupied in a Class C2 use. A copy of the decision notice and associated S106 is attached at **Appendix 1**.
- 3.6. Importantly, no affordable housing or CIL contributions were secured through this application due to the nature of the Class C2 accommodation.
- 3.7. Following the approval of this application, all details reserved by condition have been approved by the LPA. These include the landscaping, external materials and management of the site.
- 3.8. Minor amendments have been made to the scheme through non-material amendments. NMA ref. 585/APP/2022/131 was granted on 4 August 2022 for changes to the internal layout, minor changes to the external elevations and the introduction of roof terraces.
- 3.9. Following this, the specific requirements for parking at the site were amended through an NMA (ref. 585/APP/2023/1204) to alter the wording of condition 6 which specifies the number of parking spaces and provision for disabled bays and EV charging. This was approved on 24 April 2023.

#### 585/APP/2023/811 – Rooftop Plant

- 3.10. Planning permission for the installation of rooftop plant and acoustic enclosures on the approved building was granted on 22 May 2023. The permission was granted with stringent noise limits to protect the amenity of residents.



## **585/APP/2009/2752 – The Outline Permission**

- 3.11. Planning permission ref. 585/APP/2009/2752 was granted on 18<sup>th</sup> January 2012 for the redevelopment of the RAF Uxbridge site. The approved development included outline permission (with all matters resolved except for access) for demolition of existing buildings and the creation of up to 77 no. one-bedroom assisted living retirement accommodation of between 3 to 4 storeys at the subject site.
- 3.12. The permission also granted outline consent for the creation of up to 1,296 residential dwellings (Class C3) of between 2 to 6 residential storeys as well as a number of other proposals.



## 4. The Proposal

- 4.1. This application seeks planning permission solely for the change of use of the site from Class C2 care accommodation to age-restricted Class C3 residential accommodation for the over 55s.
- 4.2. The building is now an existing building, with construction complete, and there are no physical changes to the building or wider site proposed under this application. The approved and completed landscaping and parking provision on-site will be retained. The supporting plans confirm this.
- 4.3. The ancillary communal areas comprising the café, lobby, hairdressers etc. will be retained for use by the future residents.
- 4.4. As set out in the accompanying Affordable Housing Statement, the proposals are for 100% of the apartments to be affordable, socially rented apartments. This is as agreed with the Council's Housing Officers.



## 5. Planning Policy

- 5.1. Since the 2020 permission was granted, there have been changes to relevant national and local planning policy, guidance and case law. While we have not reproduced all relevant policy below, we have summarised the relevant changes since the original approval.

### National Planning Policy Framework

- 5.2. Updated versions of the National Planning Policy Framework (NPPF) were published in July 2021, September 2023 and December 2023. The December 2023 amendment made changes to assessment of housing land supply, however these are not relevant to the proposals for reasons discussed in the following section.

### The Development Plan

#### Hillingdon Local Plan Part 1: Strategic Policies (2012)

- 5.3. This document formed part of the development plan at the time the previous application was determined.

#### Hillingdon Local Plan Part 2: Development Management Policies (2020)

- 5.4. The Local Plan Part 2 became part of the development plan in January 2020, just prior to the approval of the 2020 permission, but long after the application was considered at planning committee.
- 5.5. **Policy DMH7** of the Local Plan Part 2 seeks to secure a minimum of 35% of all new homes on sites of 10 or more units to be delivered as affordable housing which should be built to the same standard and would share the same amenity as private housing.
- 5.6. **Policy DMH8** relates to sheltered housing and care homes. The policy seeks only to direct the provision of new sheltered housing/care development and does not seek to protect existing facilities from changes of use.

#### The London Plan March 2021

- 5.7. Since the 2020 permission was granted, the Greater London Authority adopted a new London Plan (March 2021), which supersedes the previous version against which the application was assessed.
- 5.8. It includes various additional or amended requirements for development including specifically seeking affordable housing contributions from most Class C2 developments.

### Mayoral Community Infrastructure Levy

- 5.9. The Mayor's current Community Infrastructure Levy (MCIL2) was introduced in 2019; and has not changed since the 2020 permission was granted. However, charges are index linked.



- 5.10. The Mayoral CIL charge for all development (with minor exceptions not relevant here) within the London Borough of Hillingdon is £60 per m2.

### **London Borough of Hillingdon CIL Charging Schedule**

- 5.11. LBH's CIL Charging Schedule came into force in August 2014, and charges are index linked.
- 5.12. Use Class C2 development falls within the "All other uses" category, to which a £0 rate applies. Therefore a nil charge was applicable to the 2020 permission.
- 5.13. The charge for Residential Dwelling Houses (C3) is £95 / sqm. The index linked rate for 2023 is £142.30. This will continue to increase in line with indexing.
- 5.14. However, it is expected that the proposed development will qualify for social housing relief from CIL,

## 6. Planning Assessment

- 6.1. This application seeks planning permission for the change of use of the approved assisted living accommodation (Class C2) at the completed development to retirement apartments for over 55s (Class C3).
- 6.2. Aside from the nature of the use of the apartments, all other details approved under the 2020 permission remain unchanged. As such, the following aspects of the development have been assessed and approved through the previous application and do not require further comment or consideration in the determination of this application:
- Quantum of Development and Scale
  - Character and Design
  - Flooding and Drainage
  - Ecology and the Environment
  - Trees and Landscaping and
  - Residential Amenity
- 6.3. The matters that do require assessment under this application are considered to be limited to:
- The Principle of Development
  - Highways and Parking Considerations
- 6.4. These matters are discussed in turn below.

### The Principle of Development

- 6.5. The proposal is for the change of use of the development to allow the existing 72 assisted living apartments to be occupied as 72 retirement apartments (Class C3), together with communal facilities. The building and development of the wider site have been completed and no physical works to the site are proposed site through this application.

#### Replacement of Class C2 Accommodation with Class C3 Accommodation

- 6.6. Policy DMH1 of Hillingdon Council's Local Plan safeguards the existing housing stock (within Class C3) and the Outline permission (ref. 585/APP/2009/2752) confirms that site is a suitable location for residential development.
- 6.7. Conversely, there is no policy protection against the loss of specialist housing or Class C2 uses. Further, the adopted London Plan and Hillingdon Local Plan, while recognising the need for specialist housing and care developments, place greater emphasis on the need for general needs housing, particularly affordable housing.

- 6.8. Hillingdon Council adopted a Supplementary Planning Document for the redevelopment of the former RAF Uxbridge site in 2009 which suggested that, as part of the affordable provision for the wider development, provision of older persons housing would be required. The SPD states at paragraph 5.25 that *"as part of the affordable housing requirements, provision will be required for specialist housing for extra care housing for older people... further liaison will be required with the Development Team in the Council's Social Services and Housing Department as **specialist housing priorities may change over time**"* [Pegasus' emphasis].
- 6.9. Following discussions with Council's Strategic Housing Officers, it has been established that they would not be able to support the care provision required to deliver Class C2 units, but would strongly support the delivery of Class C3 affordable housing specifically for older people. The adopted SPD for the redevelopment of the RAF Uxbridge site predicted the need for flexibility in the approach to specialist housing and Anchor has sought to coordinate with the relevant teams within the Council to ensure suitable accommodation is delivered. The proposal enables the Council to deliver a wider-range of specialist housing to a wider older client group, including targeting downsizers to free-up social family housing units.
- 6.10. It should be noted that, despite the loss of Class C2 units, the proposal will still constitute specialist housing for older people. The apartments will be age-restricted retirement apartments and residents will be provided with on-site communal facilities that will ensure that they can remain in their homes if their health deteriorates, and their mobility is reduced. Facilities such as the buggy store and lifts, and the accessible layout of the building and surrounding area will ensure that the apartments will provide adaptable accommodation for older people, even under the new Class C3 use.
- 6.11. The proposed provision of a different form of specialist accommodation for older people still has the potential to free up a proportionate amount of family housing for reoccupation in a more efficient manner.
- 6.12. As such, the loss of the Class C2 units and replacement with Class C3 dwellings is acceptable.

#### **Tenure**

- 6.13. As the proposals are for a Class C3 use, Policy DMH8 requires that a minimum of 35% of dwellings are delivered as affordable housing (delivered as a mix of socially rented (70%) and intermediate (30%)). This equates to 27 dwellings.
- 6.14. However, as set out in the accompanying Affordable Housing Statement, it is proposed that 100% of the apartments will be delivered as affordable housing. This equates to 185% of the policy-compliant provision and will be a significant public benefit to be weighed in favour of the proposed development.
- 6.15. As agreed with the Council's Housing Officers, all units will be provided as socially rented dwellings. Whilst this is acknowledged to be a departure from the preferred housing mix as set out in policy, it responds to the needs of the Council.

### **Quantum and Unit Mix**

- 6.16. The number of apartments provided at the application site remains the same as approved through the 2020 permission; and an age restriction of 55 years and over is proposed. As such, there will be no intensification of the use of the site.
- 6.17. Whereas policy generally seeks a proportion of residential development to represent 'family-sized' dwellings (containing 3 or more bedrooms), this is not required for the proposed tenure and intended occupier (older people). Taken together, the freeing up of family-sized accommodation and the provision of specialist affordable housing is in accordance with the aims of adopted policy for specialist housing as clarified at paragraph 5.25 of the SPD discussed above.

### **Principle of Development: Conclusion**

- 6.18. Overall, the proposed change of use of the site is required to ensure that the completed development can be occupied. Without a Class C3 Use, other departments within the Council cannot support the occupation of the units as affordable housing for older people, and they will remain vacant indefinitely.
- 6.19. The proposed change of use is policy-compliant, and significant benefits will arise as a result of it facilitating occupation of the site as 72 units of affordable housing for older people. Therefore, the principle of development has been demonstrated to be acceptable.

### **Highways and Parking Considerations**

- 6.20. The 2020 permission, and details submitted in support of the variation of condition 6, secure the provision of a total of 53 parking spaces on site. These include disabled spaces, spaces for visitors, 12 EV charging bays, and 2 motorcycle spaces. In addition, cycle parking is provided within the lower ground floor.
- 6.21. The number of units of accommodation is not affected by the proposal, and occupancy rates are unlikely to be significantly different as a result of the proposed change of use. The proposed Class C3 use is for older people (over 55s) only, where there is a reduced parking demand when compared with open Class C2 residential development, where staff attendance and visits from care providers are likely to frequently arise.
- 6.22. This is reflected in an update to the Transport Statement which has been commissioned to assess the potential effect on trip-generation and parking demand when compared to the Class C2 scheme. The Transport Statement confirms that the change of use will result in a slight reduction in the number of trips resulting from the Class C3 occupation of the site.
- 6.23. The Transport Statement also addresses parking requirements for the development. The proposal is for sheltered accommodation for older persons. The provision has been assessed against the parking provision for similar developments by Anchor elsewhere and has been found to be above the average parking provision this type of housing. As such, the parking provision is sufficient to support the use without resulting in increased pressure on parking beyond the site's boundaries.



- 6.24. Furthermore, the site's constraints are such that the maximum amount of car parking has been provided. If the Council were to require additional parking this could result in the development as a whole being left vacant.
- 6.25. The NPPF states that applications should only be refused on highways grounds where the impacts are severe. It has been demonstrated that the number of trips associated with the use is lower and that the parking provision is sufficient to support the Class C3 use. Therefore, there is no potential for severe impacts on the highway network as a result of the change of use. Any perceived potential for highways impacts needs to be weighed against the significant benefits of enabling the use of this new-build development, and the provision of 72 no. affordable homes.



## 7. Conclusions

- 7.1. This Statement supports an application for the change of use of the recently completed development on land off Thompson Road and St Lukes Road, Former RAF Uxbridge, from Class C2 assisted living units and ancillary communal spaces, to Class C3 retirement apartments for the over 55s. All dwellings will be delivered as affordable housing.
- 7.2. The Statement demonstrates that there is no adopted policy which protects against the loss of Class C2 specialist accommodation, and that the proposed Class C3 older persons' housing is appropriate in this location.
- 7.3. The provision of 100% affordable housing will be of substantial benefit to the affordable housing targets in Hillingdon and the provision of bespoke retirement accommodation will help to free up existing family housing elsewhere in the Borough.
- 7.4. The potential highways impacts have been assessed within the supporting Transport Statement which concludes that there will be no unacceptable impact on the local highway network.
- 7.5. All other considerations (such as design, ecology etc.) remain unchanged from the 2020 permission and do not require further consideration.
- 7.6. Therefore, the proposed change of use is in accordance with adopted local and national planning policy.



## **Appendix 1 – Decision notice and S106 Agreement ref. 585/APP/2019/829**





Miss Elizabeth Fowler  
Pegasus Planning Group Ltd.  
First Floor, South Wing  
Equinox North, Great Park Road  
Almondsbury, Bristol BS32 4QL

Application Ref: 585/APP/2019/829

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

### **GRANT OF PLANNING PERMISSION**

The Council of the London Borough of Hillingdon as the Local Planning Authority within the meaning of the above Act and associated Orders **GRANTS** permission for the following:-

**Description of development:**

Erection of a building containing 72 assisted living apartments and communal facilities (Use Class C2) with associated parking and landscaping.

**Location of development:** Land Off Thompson Rd & St Luke'S Rd, Former Raf Uxbridge Hillingdon Road Uxbridge

**Date of application:** 08 March 2019

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

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

**Head of Planning, Transportation and Regeneration**

**Date: 18 February 2020**

- 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: 585/APP/2019/829

### **SCHEDULE OF CONDITIONS**

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

#### **REASON**

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

- 2 · The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers:  
5125-TFP-ZZ-ZZ-DR-A-2047 Rev P01  
5125-TFP-ZZ-ZZ-DR-A-2041 Rev P02  
5125-TFP-ZZ-B1-DR-A-2042 Rev P04  
5125-TFP-ZZ-00-DR-A-2043 Rev P10  
5125-TFP-ZZ-ZZ-DR-A-2044 Rev P03  
5125-TFP-ZZ-ZZ-DR-A-2045 Rev P02  
5125-TFP-ZZ-ZZ-DR-A-2046 Rev P03  
5125-TFP-ZZ-ZZ-DR-A-2070 Rev P03  
5125-TFP-ZZ-ZZ-DR-A-2071 Rev P03  
5125-TFP-ZZ-ZZ-DR-A-2072 Rev P03  
5125-TFP-ZZ-ZZ-DR-A-2073 Rev P03  
1605-L-2 Rev E  
7100-D-AIA Rev B  
SKM \_2581908021370 Rev 01 (dated 2nd August)  
019.020.E.01 Rev P3; 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: Part Two Saved UDP Policies (November 2012), the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016).

- 3 · The development hereby permitted shall not be occupied until the following has been completed in accordance with the specified supporting plans and/or documents:  
Planning Statement P17-2203 Revision A  
Heritage Note HA/P17-2203  
Draft Heads of Terms February 2019  
Noise Impact Assessment Rev 01 14 March 2019  
Ground Investigation 18.11.002 February 2019  
Waste Management Plan P17-2203 Rev A 05/07/19  
Response to Access Officer KDE/RGR/5125 May 2019  
Transport Assessment ITR/MT/5222/TP.1 February 2019

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: Part Two Saved UDP Policies (November 2012), the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016).

## **SCHEDULE OF CONDITIONS**

- 4 · Prior to above ground works, details of all materials and external surfaces, including details of balconies, shall be submitted to and approved in writing by the Local Planning Authority. No cladding is to be used within the development. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

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

### **REASON**

To ensure that the development presents a satisfactory appearance in accordance with Policy BE13 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DMHB 11 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies.

- 5 · 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. An Arboricultural 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 BE38 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DMHB 14 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016).

## **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. 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 Car Parking Layouts for 54 car parking spaces, including 10 disabled parking bays and 3 motorcycle bays and demonstration that 11 parking spaces (20%) are served by active electrical charging points and 11 parking spaces (20%) are served by passive electrical charging points and 8 cycle spaces).
    - 2.e Hard Surfacing Materials
    - 2.f External Lighting
    - 2.g Other structures (such as furniture)
    - 2.h Electric override mechanism for gates
  3. Living Walls and Roofs
    - a Details of the inclusion of living walls and roofs or justification as to why no part of the development can include living walls and roofs
  4. Details of Landscape Maintenance
    - 4.a Landscape Maintenance Schedule for a minimum period of 5 years.
    - 4.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
  5. Schedule for Implementation
  6. Other
    - 6.a Existing and proposed functional services above and below ground
    - 6.b Proposed finishing levels or contours

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

### **REASON**

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with policies BE13, BE38 and AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policies DMHB 11, DMHB 14 and DMT 6 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and Policy 5.17 (refuse storage) of the London Plan (2016).

## **SCHEDULE OF CONDITIONS**

- 7 · Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs'.

Remedial work should be carried out to BS BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

### **REASON**

To ensure that the trees and other vegetation continue to make a valuable contribution to the amenity of the area in accordance with policy BE38 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policy DMHB 14 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016) and to comply with Section 197 of the Town and Country Planning Act 1990.

## **SCHEDULE OF CONDITIONS**

- 8 · (i) A written method statement providing full details of the remediation scheme, including how the completion of the remedial works will be verified, shall be agreed in writing with the LPA prior to commencement, 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 policy OE11 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DMEI 12 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016).

- 9 · The buildings and all car park areas shall achieve 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). No building 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 reflect the guidance contained in the Council's SPG on Community Safety By Design and to ensure the development provides a safe and secure environment in accordance with London Plan (2016) Policies 7.1 and 7.3.

## SCHEDULE OF CONDITIONS

- 10 · Prior to commencement (excluding demolition and site clearance) 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 follow the strategy set out in SKM \_2581908021370 Rev 01 dated 2nd August.

The scheme shall clearly demonstrate how it, Manages Water and demonstrate ways of controlling the surface water on site by providing information on:

a) Suds features:

- i. incorporating sustainable urban drainage (SuDs) in accordance with the hierarchy set out in Policy 5.13 of the London Plan. Where the proposal does not utilise the most sustainable solution, justification must be provided,
- ii. calculations showing storm period and intensity and volume of storage required to control surface water and size of features to control that volume to Greenfield run off rates at a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus Climate change,
- iii. where identified in an area at risk of surface water flooding, include additional provision within calculations for surface water from off site
- iv. where it is intended to have above ground storage, overland flooding should be mapped, both designed and exceedance routes above the 100, plus climate change, including flow paths depths and velocities identified as well as any hazards, ( safe access and egress must be demonstrated).

b) Capacity of Receptors

- i. Demonstration that the proposals connect into a proper and functioning Thames Water network, ie that the point a proposal connects into is part of a wider network, and the applicant provides details of the approval and any appropriate upgrades will be undertaken from Thames Waters free pre planning service.
- ii. Where infiltration techniques (soakaway) or a basement are proposed a site investigation must be provided to establish the level of groundwater on the site, and to demonstrate the suitability of infiltration techniques proposed on the site. (This should be undertaken at the appropriate time of year as groundwater levels fluctuate).
- iii. Where groundwater is found within the site and a basement is proposed suitable mitigation methods must be provided to ensure the risk to others is not increased.
- iv. identify vulnerable receptors, ie WFD status and prevent pollution of the receiving groundwater and/or surface waters through appropriate methods;

c) Minimise water use.

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

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

### REASON

To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding contrary to:

Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012),

Policy DMEI 10 Water Management, Efficiency and Quality in emerging Hillingdon Local Plan Part 2 Development Management Policies (with modifications March 2019)

Policy 5.12 Flood Risk Management of the London Plan (March 2016) and

## **SCHEDULE OF CONDITIONS**

- 10 · London Plan Policy 5.13 Sustainable Drainage (March 2016), and London Plan Policy 5.15 Water use and supplies. (March 2016). National Planning Policy Framework (June 2019), and the Planning Practice Guidance (Flood Risk and Coastal Change March 2014).
- 11 · Before the development hereby approved commences, 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 demolition, 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 demolition, 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 OE5 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DMHB 11 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies.

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

### **REASON**

To ensure that the amenity of the occupiers of the proposed development is not adversely affected by road traffic and other noise in accordance with policies OE1 and OE5 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

- 13 · The approved development shall have an enhanced sound insulation value  $D_{nT,w}$  and  $L'_{nT,w}$  of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely living room and kitchen above bedroom of separate dwelling. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

### **REASON**

To safeguard the amenity of the occupants of surrounding properties in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).



## **SCHEDULE OF CONDITIONS**

- 14 · Prior to above ground works, an energy assessment shall be submitted to and approved in writing by the Local Planning Authority. The energy assessment shall provide full details and specifications of all the measures to be implemented onsite to demonstrate the development will achieve the energy reduction targets of the London Plan Policy 5.2. The assessment shall demonstrate at least a 35% saving onsite (or in combination with the St Andrews Park District Heating System) with any shortfall (from the zero carbon target) being made up through an offsite contribution. The details within the assessment must include:

1. A full and clear baseline of the energy (kwhr) and carbon (tCO<sub>2</sub>) associated with the development assessment against building regulations 2013.
2. Full details of the energy efficiency measures to be incorporated within the development and their impact on the baseline energy and carbon performance.
3. Full details (including plans, elevations and roof plans) and specifications of the low and zero carbon technology to be incorporated within the development and the impact on the baseline energy and carbon performance.

The development must proceed in accordance with the approved assessment, plans and specifications.

### **REASON**

To ensure the development contributes to the reduction of carbon emissions in accordance with Policy 5.2 of the London Plan (2016) and Policy DMEI 2 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies.

- 15 · Prior to above ground works, an ecological enhancement plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include full details of the measures to be incorporated within the site that show a positive contribution to flora and fauna including but not limited to, living walls and roofs, specific areas of landscaping for wildlife, water features and nectar rich planting (native species) throughout. The development must proceed in accordance with the approved plan.

### **REASON**

To ensure the development contributes to the protection and enhancement of the natural environment in accordance with policy EM7 of the Local Plan Part 1 and Policy DMEI 7 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies.

- 16 · The extra care units hereby approved shall not be occupied until a car parking allocation scheme and management plan has been submitted to and approved in writing by the Local Planning Authority. The car parking allocation scheme shall allocate car parking spaces to health visitors, doctors and visitors. The car parking spaces shall remain allocated and dedicated in such a manner for the life-time of the development unless otherwise agreed in writing by the Local Planning Authority.

### **REASON**

To ensure that an appropriate level of car parking provision is provided on site in accordance with Policy AM14 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policy DMT 1 of the emerging Local Plan: Part Two (2019) and Chapter 6 of the London Plan (2016).

## SCHEDULE OF CONDITIONS

- 17 · The development hereby approved, the development shall only be used as Extra Care units and shall not be converted to any other use within the C2 use class provisions of Schedule 2, Part 3, Class T to the Town and Country Planning General Permitted Development Order (England) 2015 (as amended) (or any order that may replace it).

### REASON:

To ensure that there is no detrimental impact on the local highway network in accordance with Policy AM14 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policy DMT 1 of the emerging Local Plan: Part Two (2019) and Chapter 6 of the London Plan (2016).

- 18 · Prior to occupation of the development, a Servicing and Refuse Collection Strategy shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, servicing and collection shall be carried out as agreed within this approved plan unless otherwise agreed in writing by the Local Planning Authority.

### REASON

To ensure appropriate servicing of the site, to safeguard highway safety, and to safeguard the free flow of traffic, in accordance with policies AM2, AM7 and AM14 of the Hillingdon Local Plan: Part 2 Saved UDP Policies (Nov 2012), Policies DMHB 11 and DMT 1 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and policy 6.3 of the London Plan (2016).

## 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 - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

### Part 1 Policies:

PT1.BE1	(2012) Built Environment
PT1.EM11	(2012) Sustainable Waste Management
PT1.EM6	(2012) Flood Risk Management

### Part 2 Policies:

AM14	New development and car parking standards.
AM15	Provision of reserved parking spaces for disabled persons
AM2	Development proposals - assessment of traffic generation, impact on congestion and public transport availability and capacity
AM7	Consideration of traffic generated by proposed developments.

## SCHEDULE OF CONDITIONS

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.
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.
BE39	Protection of trees and woodland - tree preservation orders
DMCI 4	Open Spaces in New Development
DMEI 10	Water Management, Efficiency and Quality
DMEI 11	Protection of Ground Water Resources
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 9	Management of Flood Risk
DMH 8	Sheltered Housing and Care Homes
DMHB 11	Design of New Development
DMHB 14	Trees and Landscaping
DMHB 18	Private Outdoor Amenity Space
DMHB 5	Areas of Special Local Character
DMHD 3	Basement Development
DMT 2	Highways Impacts
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
EM6	(2012) Flood Risk Management
LPP 3.1	(2016) Ensuring equal life chances for all
LPP 3.5	(2016) Quality and design of housing developments
LPP 5.1	(2016) Climate Change Mitigation
LPP 5.12	(2016) Flood risk management
LPP 5.13	(2016) Sustainable drainage
LPP 5.3	(2016) Sustainable design and construction
LPP 6.13	(2016) Parking
LPP 6.9	(2016) Cycling
LPP 7.2	(2016) An inclusive environment
NPPF- 12	NPPF-12 2018 - Achieving well-designed places
NPPF- 14	NPPF-14 2018 - Meeting the challenge of climate change, flooding and coastal change
NPPF- 2	NPPF-2 2018 - Achieving sustainable development

## SCHEDULE OF CONDITIONS

- OE1 Protection of the character and amenities of surrounding properties and the local area
- OE7 Development in areas likely to flooding - requirement for flood protection measures
- OE8 Development likely to result in increased flood risk due to additional surface water run-off - requirement for attenuation measures

- 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 the 'Saved' UDP 2007, Local Plan Part 1, 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@hillingsdon.gov.uk](mailto:planning@hillingsdon.gov.uk). The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

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.

## **SCHEDULE OF CONDITIONS**

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.

- 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 . Thames Water have advised 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.
- 8 . Heathrow Airport Limited have advised that wind turbines can impact on the safe operation of aircraft through interference with aviation radar and/or due to their height. Any proposal that incorporates wind turbines must be assessed in more detail to determine the potential impacts on aviation interests. This is explained further in Advice Note 7, 'Wind Turbines and Aviation' available at <http://www.aoa.org.uk/policy-campaigns/operations-safety>

### **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.: 585/APP/2019/829

### **SCHEDULE OF PLANS**

5125-TFP-ZZ-ZZ-DR-A-2045-P02 - received 29 Jul 2019  
5125-TFP-ZZ-B1-DR-A-2042-P4 - received 29 Jul 2019  
5125-TFP-ZZ-ZZ-DR-A-2046-P03 - received 29 Jul 2019  
Design and Access Statement - received 08 Mar 2019  
5125-TFP-ZZ-ZZ-DR-A-2073-P03 - received 08 Mar 2019  
5125-TFP-ZZ-ZZ-DR-A-2047-P1 - received 08 Mar 2019  
Covering Letter 01.03.19. - received 08 Mar 2019  
Response to Access Officer KDE/RGR/5125 May 2019 - received 30 Jul 2019  
5125-TFP-ZZ-ZZ-DR-A-2041-P02 - received 29 Jul 2019  
5125-TFP-ZZ-ZZ-DR-A-2070-P03 - received 29 Jul 2019  
Landscape Plan 1605-L-2-rev E - received 07 Aug 2019  
5125-TFP-ZZ-ZZ-DR-A-2071-P03 - received 29 Jul 2019  
5125-TFP-ZZ-00-DR-A-2043-P10 - received 29 Jul 2019  
5125-TFP-ZZ-ZZ-DR-A-2072-P03 - received 29 Jul 2019  
5125-TFP-ZZ-ZZ-DR-A-2044-P03 - received 29 Jul 2019

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

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from the Planning Inspectorate at Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel 0117 372 8424). Appeal forms can be downloaded from the Planning Inspectorate's website at [\*\*www.Planning-inspectorate.gov.uk\*\*](http://www.Planning-inspectorate.gov.uk)

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate ([inquiryappeals@planninginspectorate.gov.uk](mailto:inquiryappeals@planninginspectorate.gov.uk)) at least 10 days before submitting the appeal.

Further details are available at [\*\*www.gov.uk/government/collections/casework-dealt-with-by-inquiries\*\*](http://www.gov.uk/government/collections/casework-dealt-with-by-inquiries)

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of an appeal.

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

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

**Purchase Notices.**

If either the local planning authority or the officer of the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use by carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

DATED

18<sup>th</sup> February

2020

**VSM ESTATES (UXBRIDGE) LIMITED**

and

**VSM (UXBRIDGE 2) LIMITED**

and

**THE LONDON BOROUGH OF HILLINGDON**

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PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106  
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS  
RELATING TO THE DEVELOPMENT OF LAND AT

**LAND OFF THOMPSON ROAD AND ST LUKE'S ROAD FORMER RAF UXBRIDGE  
HILLINGDON ROAD  
585/APP/2019/829**

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Attn: Vera Agbakoba  
Planning & Corporate Team  
Legal Services  
London Borough of Hillingdon  
Civic Centre  
High Street  
Uxbridge  
Middlesex

Ref: 3E/04/VA/15798



**THIS PLANNING OBLIGATION BY DEED** is dated *18<sup>th</sup> February* 2020  
and is made **BETWEEN:**

- (1) **VSM ESTATES (UXBRIDGE) LIMITED** (Company number 08000629) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**VSM ESTATES**"); and
- (2) **VSM (UXBRIDGE 2) LIMITED** (Company Number 5851814) whose registered address is Park Point 17 High Street, Longbridge, Birmingham, B31 2UQ (" **VSM 2**").
- (3) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council")

#### **BACKGROUND**

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- B VSM Estates has a freehold interest in that part of the Land registered under Title No. AGL256102 at the Land Registry.
- C VSM 2 has a leasehold interest in that part of the Land registered under Title No. AGL157875 at the Land Registry.
- D On 8 March 2019 the Planning Application was submitted to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- E The Owners intend to develop the Land pursuant to the Planning Permission.
- F The Council resolved at its Major Applications Planning Committee meeting on 21 August 2019 to delegate authority to determine the Planning Application to the Director of Residents Services subject to the prior completion of this Deed.
- G The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in

the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS: -

**1. DEFINITIONS AND INTERPRETATION**

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

<b>"Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"Actual Carbon Dioxide Emission"</b>	means the actual amount of co2 in tonnes/annum to be achieved within the Development as set out in the energy assessment required by condition 14 of the Planning Permission;
<b>"Air Quality Contribution"</b>	<p>means the Index Linked sum of seventy five thousand three hundred and sixty eight pounds (£75,368) to be paid in accordance with <b>Schedule 1</b> 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></ul> <p>Environmental management systems and air quality strategy;</p>

<b>"Assisted Living Unit Accommodation"</b>	means every individual unit of residential accommodation in the Development
<b>"Authority's Area"</b>	means the administrative area of the Council;
<b>"Carbon Dioxide Emissions Target"</b>	means the co2 reduction required by Condition 14 of the Planning Permission;
<b>"Carbon Off-set Contribution"</b>	means a one off payment at £1800 per tonne for each tonne where the Actual Carbon Dioxide Emission is below the Carbon Dioxide Emissions Target;
<b>"Care"</b>	means personal care for people in need of such care by reason of old age disablement, or dementia;
<b>"Care Criteria"</b>	means persons aged 60 years or more who have completed the Written Assessment undertaken by the Operator and have undergone the process set out in <b>Schedule 8</b> and are in current need of Care and who are likely to continue to need on-going Care for the foreseeable future;
<b>"Care Quality Commission Registered Provider"</b>	means a care provider registered with the Care Quality Commission or such other similar or replacement statutory body from time to time;
<b>"Cohabitee"</b>	means the spouse or partner, civil partner, common law partner or dependent who shares occupation of the unit with a Primary Occupier;
<b>"Commencement of Development"</b>	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to

	<p>be carried out other than (for the purposes of this Deed and for no other purpose) archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination adverse ground conditions repair construction of temporary fencing or hoardings, services diversions, site clearance and preparation and demolition and "Commence" and "Commencement" shall be construed accordingly;</p>
<b>"Construction Training Contribution"</b>	<p>means the Index Linked sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Deed and to be provided in accordance with <b>Schedule 5</b> and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area;</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 Hillingdon residents during the construction of the Development. This scheme referred to in <b>Schedule 5</b> shall be delivered in accordance with the construction training formula as contained within the Council's Planning Obligations Supplementary</p>

	Planning Document (in terms of waged construction training places);
<b>"Contributions"</b>	means the Air Quality Contribution, the Carbon Off-set Contribution and the Construction Training Contribution (or any part of the Construction Training Contribution payable in accordance with <b>Schedule 5</b> );
<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:  <i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development.</i>
<b>"the Council"</b>	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;

<b>"Development"</b>	means the development authorised by the Planning Permission;
<b>"the Director of Residents Services"</b>	means the Council's Director of Residents Services or such person as the Services Council designates as undertaking this role;
<b>"First Occupation"</b>	means the initial Occupation of the Development;
<b>"Form PO1"</b>	means the form in the substantial format set out in Annex 1;
<b>"Index Linked"</b>	means the application of the formula at clause 15 of this Deed and "Indexation" and "Index Linking" and "Indexation" shall be construed accordingly;
<b>"Interest"</b>	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;
<b>"Internal Communal Facilities"</b>	means the provision of internal facilities on the Land as set out in <b>Schedule 7</b>
<b>"Land"</b>	means all the land and buildings at Land off Thompson Road and St Luke's Road, Former RAF Uxbridge, Hillingdon Road which is registered under title nos. AGL256102 and AGL157875 at the Land Registry and is within the area edged red on Plan 1;
<b>"Minimum Personal Care Level"</b>	means the availability of personal care of not less than two hours each week in respect of the matters set out in <b>Schedule 9</b> which shall be managed by a Care Quality Commission Registered Provider;

<b>"Occupation"</b>	means occupation of the Land for the purposes permitted by the Planning Permission and "Occupy" and "Occupied" shall be construed accordingly and for the avoidance of doubt does not include occupation for the purposes of construction, fit out, marketing and security;
<b>"Operator"</b>	means the Owners or their appointed operator of the Development;
<b>"Owners"</b>	means VSM ESTATES (UXBRIDGE) LIMITED and VSM (UXBRIDGE 2) LIMITED;
<b>"Parking Permit"</b>	means any residential parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended);
<b>"Plan "</b>	means the Plan attached to this Deed at <b>Annex 2</b> ;
<b>"Planning Application"</b>	means the application for planning permission for the erection of a building containing 72 assisted living apartments and communal facilities (Use Class C2) with associated parking and landscaping under the Council's reference number 585/APP/2019/829;
<b>"Planning Permission"</b>	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Annex 3;
<b>"Primary Occupier"</b>	means a person who has been assessed to meet the Care Criteria;



<b>"Project Management and Monitoring Sum"</b>	means the sum equivalent to five (5) percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed;
<b>"Section 106 Reference"</b>	means the planning application reference number 585/APP/2019/829;
<b>"Service Charge Costs"</b>	means a service charge regime based on the matters set out in <b>Schedule 10</b> (or other such matters as the Operator shall determine from time to time) to cover the costs of running the completed Development and providing the Internal Communal Facilities ;
<b>" Significant Under-Performance"</b>	means compliance with less than fifty per cent (50%) of the total outputs specified in the agreed Construction Training Scheme during the construction of the Development;
<b>"Specified Date"</b>	means the date upon which an obligation arising under this Deed is due to be performed;
<b>"Training Costs"</b>	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college";</i>

<b>"Travel Plan"</b>	means a framework plan to be provided and adopted by the Owners as approved in writing by the Council to encourage means of travel to and from the Development other than by private cars in accordance with <b>Schedule 3</b> ;
<b>"VAT"</b>	means Value Added Tax.
<b>"Written Assessment"</b>	means a written assessment in a similar form to that annexed to this Agreement at <b>Annex 4</b>

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

1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed

1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Deed.

1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.

1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.

- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Owners under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 Without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably and properly incurred by the Council for the purpose of or incidental to the enforcement of any obligation of the Owner arising under this Deed.
- 1.10 The parties to this Deed covenant to act reasonably in discharging their respective obligations contained in this Deed.

## **2. STATUTORY PROVISIONS**

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 to the intent that it will bind the Owner and their successors in title to the Land
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

## **3. CONDITIONALITY**

The obligations contained in the Schedules to this Deed are subject to and conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) Commencement of the Development.

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

**4. MISCELLANEOUS**

- 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 4.2 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default ~~by the Owner in performing or observing any of the covenants undertakings~~ obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owners and any successors in title to the Land and assigns of the Owners or any person corporate or otherwise claiming title through or under the Owners interest or estate to the Land or any part or parts of the Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person SAVE THAT this Deed shall not be enforceable against:

4.5.1 A Primary Occupier; or

4.52 A statutory undertaker after the grant of an interest in and/or transfer by the Owner to the statutory undertaker for the purpose of its undertaking.

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

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

4.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

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

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

4.11 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act and unless otherwise agreed in writing between the parties:

4.11.1 The obligations in this Deed shall relate to and bind any subsequent planning permission(s) in respect of the Land granted pursuant to Section 73 of the Act and the Land itself; and

4.11.2 The definitions of 'Development', 'Planning Application' and 'Planning Permission' in this Deed shall be construed to include reference to any application under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s)

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or the appropriate nature and/quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or a supplemental deed pursuant to Section 106 of the Act.

## **5. THE OWNERS' PLANNING OBLIGATIONS**

The Owners covenant with the Council so as to bind the Land to observe and perform the obligations contained in clause 6 and the schedules of this Deed.

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## **6. COSTS**

6.1 The Owners hereby covenant with the Council that on execution of this Deed they will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed.

6.2 Prior to Commencement of Development the Owners will pay to the Council the Project Management and Monitoring Sum. For the avoidance of doubt the Project Management and Monitoring Sum shall be in addition to the costs referred to in sub-clause 6.1 above.

## **7. REGISTRATION OF DEED**

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

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## **8. RIGHT OF ACCESS**

Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable

written notice to enter the Land at all reasonable times for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed.

**9. EXPERT DETERMINATION**

9.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to determination by a single appointed expert to be agreed between the parties or, failing agreement, within twenty one (21) days by an expert to be appointed at the request of any party by the President of The Royal Institution of Chartered Surveyors (or by the President of the Institution of Civil Engineers if the dispute relates to the Highway Works) as the case may be having due regard to any representations made to him as to the appropriate qualifications of such expert.

9.2 The expert shall, on being first instructed, set out the timeframe for the determination of the dispute which shall endeavour to ensure the dispute is determined as soon as reasonably practicable and in any event within 3 months of the expert being so instructed.

9.3 Such expert to make a finding as an expert which finding shall (except in the case of manifest error) be binding on both parties including a finding as to the apportionment of costs of the determination process.

**10. THIRD PARTIES**

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

**11. NOTICES**

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

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

- a) Director of Residents Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed; and
- b) Owners at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ (ref: Colin Darby).

**12. FORM PO1**

Prior to Commencement of the Development the Owners shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Residents Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

**13. CHANGE IN OWNERSHIP**

The Owners agree to provide the Council with prompt written notification of any ~~change in the freehold ownership of any of its interest in the Land~~ occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with a plan showing the area of the Land purchased and the Section 106 Reference SAVE THAT this clause shall not apply to the transfer of any part of the Land to a statutory undertaker.

**14. CONTRIBUTIONS**

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

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



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

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

**15. INDEXATION**

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

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Deed;
- (c) C is the Index of Consumer Prices for the month 2 months before the Specified Date;
- (d) D is the Index of Consumer Prices for the month 2 months before the date of this Deed; and
- (e) C/D is equal to or greater than 1.

**16. INTEREST**

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

**17. VAT**

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

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

18. **JURISDICTION**

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

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

**SCHEDULE 1**  
**AIR QUALITY CONTRIBUTION**

The Owners hereby covenant 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 the Development before the Air Quality Contribution is paid.

## **SCHEDULE 2**

### **CARBON OFF-SET CONTRIBUTION**

The Owners hereby covenant with the Council as follows:

1. Where the report submitted pursuant to condition 14 of the Planning Permission does not show that the Owner has met the Carbon Dioxide Emissions Target the Developer and the Council shall agree the amount of the Carbon Off-Set Contribution before the discharge by the Council of condition 14 of the Planning Permission.
  2. Prior to Occupation of the Development to pay to the Council the Carbon Off-Set Contribution agreed pursuant to paragraph 1 above.
  3. Not to Occupy or cause or allow or permit Occupation of the Development or any part of the Development before the Carbon Off-Set Contribution agreed pursuant to paragraph 1 above is paid.
-

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

In this Schedule 3 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 for the purpose of verifying the results of Monitoring
<b>'Car'</b>	means a four wheeled motor vehicle other than one powered by electricity
<b>'Monitoring'</b>	means a survey of Residents/Employees/Users of the Development using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by Residents/Employees/Users when travelling between home and the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time)
<b>'Monitoring Period'</b>	means the period of ten (10) years beginning on Occupation of the Development
<b>'Residents/Employees/Users'</b>	means a person making the journey to/from the Development
<b>'Targets'</b>	means targets for achieving a decrease in the proportion of persons travelling to and from the Development by single occupancy private Car to using more sustainable modes of transport (where walking, cycling

	or the use of public transport are more sustainable than using a Car) as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Development
<b>'Travel Plan Bond'</b>	means the bond in the sum of Twenty Thousand pounds (£20,000) to secure compliance with this Schedule or the Travel Plan in order to meet the objectives of the Travel Plan in a form first approved by the Council in writing
<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 Development 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 of all stages of the Travel Plan;

- 2.4. The period post Occupation when the initial Monitoring survey will be undertaken and details of subsequent Monitoring surveys 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 Development.
4. To fund and procure the implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter shall comply with the Travel Plan for the Monitoring Period.
5. The Owner shall not Occupy any part of the Development 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 costs of Monitoring and auditing and any remuneration and 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 for 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 Development to provide written details of the Travel Plan to all new occupiers of the Development;
- 8.2. to use all reasonable endeavours to ensure that occupiers of the Development comply with the Travel Plan;
- 8.3. to undertake the initial Monitoring survey which shall not be carried out later than one (1) year after Occupation of the Development 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/Employees/Users disclosed by any monitoring surveys or copies of any questionnaires completed by Residents/Employees/Users;
- 8.5. to secure that the results of each Monitoring are verified by an Auditor within two (2) calendar months of the monitoring surveys 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 Development 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 cost the Council incurs in carrying out the said Travel Plan Monitoring surveys 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 4**  
**PARKING PERMIT RESTRICTIONS**

The Owners hereby covenant and agree with the Council as follows:-

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

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

**SCHEDULE 5**  
**CONSTRUCTION TRAINING**

The Owners hereby covenant with the Council as follows:

Construction Training Scheme: In-kind Provision

1. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.
2. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
3. 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 Owners' commitment to ensuring that the obligations contained in this Schedule are complied with.
4. Prior to Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
5. Prior to Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
6. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 - 5 of this Schedule have been complied with.
7. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. The Owner will have a period of not less than twenty eight (28) days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) days delivery rises to fifty (50) per cent or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.

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

Construction Training Contribution in lieu

9. The Construction Training Scheme will not be required and the obligations within **paragraphs 1 – 8** (inclusive) above shall not apply where the Owner and the Council agree and the Council confirms in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due pursuant to this paragraph it shall be paid to the Council prior to Commencement of the Development
10. Not to Occupy or cause to be Occupied any part of the Development before either:
  - 10.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with the approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
  - 10.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
  - 10.3 The Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

**SCHEDULE 6**  
**OCCUPATION OF THE ASSISTED LIVING UNIT ACCOMMODATION**

The Owners covenant with the Council as follows:

1. No person other than a Primary Occupier shall Occupy any unit of Assisted Living Unit Accommodation except for his or her Cohabitee who for the avoidance of doubt may remain in Occupation for the duration of that Cohabitee's life.
2. Before any person Occupies any unit of Assisted Living Unit Accommodation the person who intends to be the Primary Occupier of the said unit must receive a Written Assessment from the Operator demonstrating that they meet the Care Criteria and before any person Occupies any unit of Assisted Living Unit Accommodation the person who intends to be the Primary Occupier of the said unit shall subscribe to the Service Charge Costs.
3. Each unit of the Assisted Living Unit Accommodation must be Occupied as a main residence by the Primary Occupier and his/her Cohabitees (if any).
4. The Operator shall make available the Minimum Personal Care Level and the necessary level of Care as required over and above the Minimum Personal Care Level to every Primary Occupier of a unit of Assisted Living Unit Accommodation.
5. No disposal or lease of any unit of Assisted Living Unit Accommodation shall take place unless the disposal or lease contains the restrictions set out in this schedule including this restriction.
6. No unit of Assisted Living Unit Accommodation shall be Occupied until the Internal Communal Facilities have been made available for use.

**SCHEDULE 7**  
**INTERNAL COMMUNAL FACILITIES**

In addition to care on-site, the Development will provide communal facilities.

There will always be staff on site or on call 24 hours every day of the week.

The communal facilities will include the following:

- Staffed reception
- Foyer
- Restaurant/café
- Lounge
- Consulting/treatment rooms
- Hair salon
- Disabled and ambulant wcs
- Management/admin/care office
- Laundry

or other such enhanced or reduced internal facilities as the Operator may provide from time to time.

**SCHEDULE 8**  
**THE CARE CRITERIA**

1. The Owners hereby covenant with the Council that no person shall Occupy any unit of Assisted Living Unit Accommodation unless the Written Assessment in respect of such person has been completed.
2. All persons proposed to be Primary Occupiers shall complete the Written Assessment process prior to exchange of contracts to purchase accommodation within the Development or signing of tenancy agreements, as applicable, to ensure that the Operator understands and can plan for their specific care needs including well-being plans and pre-empt avoidable conditions.
3. The Owners hereby covenant that the Operator shall keep and maintain a written record of the Written Assessments undertaken by the Operator and the Operator shall comply with any reasonable request from the Council to inspect or be provided with copies of the same having first redacted any personal data which could identify the individual subject of the Written Assessment and having entered a mutually acceptable information sharing agreement and for the avoidance of doubt nothing in this paragraph shall require the Operator to breach its obligations under the Data Protection Act 2018 (as amended) and any replacement or successor legislation. .

**SCHEDULE 9**  
**MINIMUM PERSONAL CARE LEVEL**

1. Not less than 2 hours personal care per week.
2. 24/7 emergency call from on site or on call staff, who will all be equipped with DECT phones to ensure the nearest member of staff can respond.
3. Non-intrusive monitoring of residents (up to 3 times a day.)
4. Access to the on-site domiciliary care company for continued help and advice.
5. Ongoing medical assessments to ensure the residents needs are being met.
6. Availability of up to 3 meals a day taken in the dining room or in their accommodation.
7. Access to the full range of activities in the communal areas.
8. Full range of support personnel covering such activities as housekeeping, property maintenance, personal affairs and arranging trips and activities.

Or such reduced or enhanced services as the Operator may provide from time to time.

**SCHEDULE 10**  
**SERVICE CHARGE COSTS**

On entry all residents will sign up to a comprehensive service charge regime which will cover the costs of running the Development and facilities.

A summary of the service charge regime and initial services contracted to each type of accommodation as may be reduced or enhanced by the Operator from time to time is outlined below:

- Community management and operations staff
  - Weekly social activities
  - Running costs, cleaning and maintenance of the communal facilities and grounds
  - Buildings insurance
  - External window cleaning of common areas
  - Water charges
- 
- Laundry facilities on site
  - Heating charges for communal areas
  - Light and power for communal areas
  - Council Tax (other than occupiers individual liabilities)
  - TV licence





**APPENDIX 1**

**FORM PO1**

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

FORM  
PO1

**SECTION 106/278 LEGAL AGREEMENT**

SITE ADDRESS: \_\_\_\_\_

PLANNING REFERENCE: \_\_\_\_\_

DESCRIPTION OF DEVELOPMENT: \_\_\_\_\_

DATE OF COMMITTEE AUTHORISATION: \_\_\_\_\_

**SECTION 106 OBLIGATIONS:** \_\_\_\_\_

\_\_\_\_\_

**DATE OF IMPLEMENTATION OF DEVELOPMENT:** \_\_\_\_\_

**SECTION 106/278 OBLIGATION:**

(i) NOTIFIED TO THE COUNCIL: \_\_\_\_\_

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM: \_\_\_\_\_

**NB:** Please continue of separate sheet(s) if necessary.

TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"  
UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE  
"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS  
SPECIFIED IN THE AGREEMENT

☐

**FOR COUNCIL USE**

**NB:** IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS ENGINEERS

**COST CODE:** \_\_\_\_\_

**PLANNING COSTS:** \_\_\_\_\_

LEGAL COSTS: \_\_\_\_\_

OTHER COSTS (IDENTIFY): \_\_\_\_\_

MAINTENANCE COSTS (COMMUTED SUM)

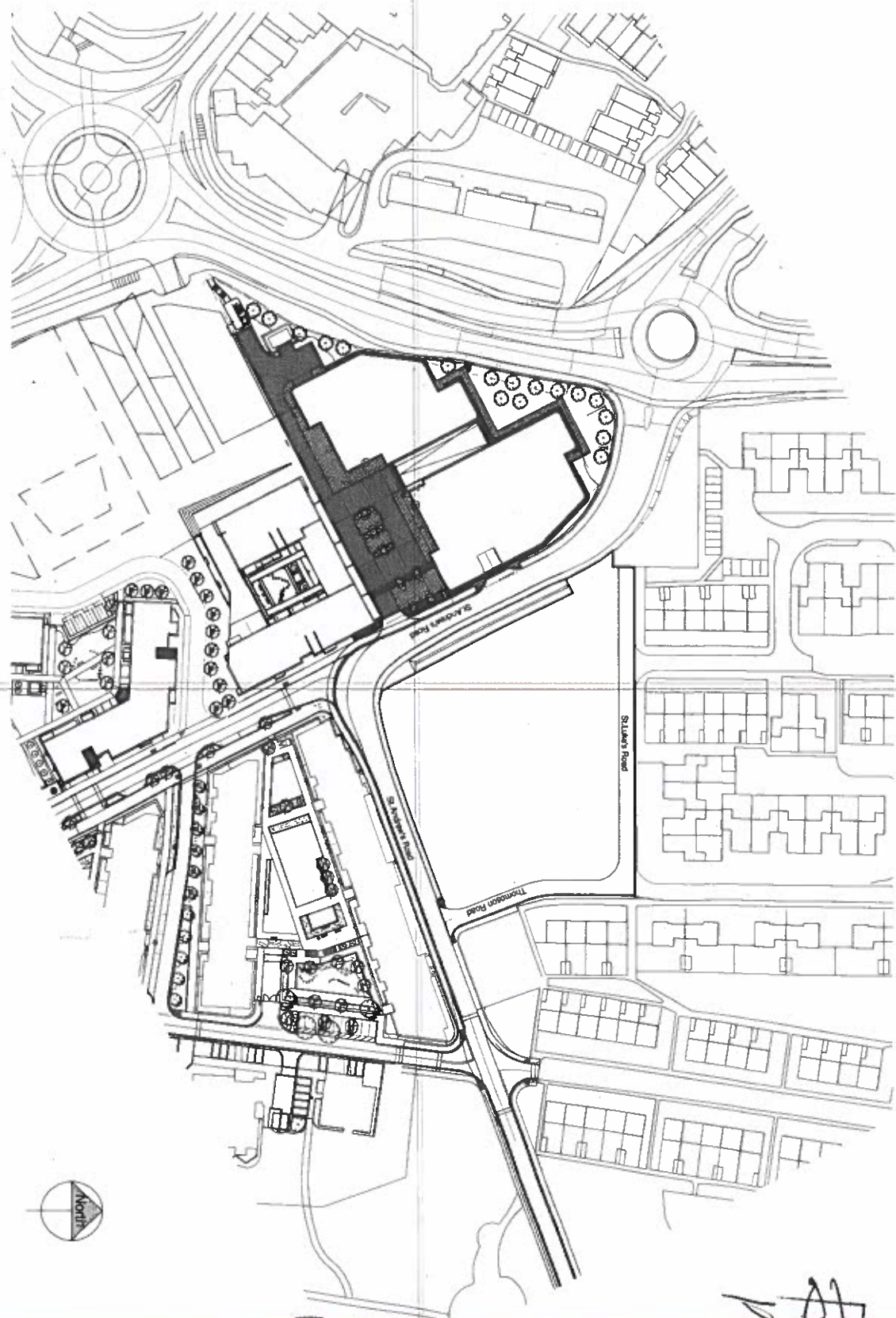
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS \_\_\_\_\_ YES/NO

**ANNEX 2**  
**PLAN**

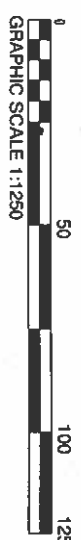


**Authorised Officer**  
 [Signature]  
 AUTHORIZED OFFICER

MEMO



**1** LOCATION PLAN  
 1:1250



**AUTHORISED OFFICER**

MEMO

PLANNING 5125

ANCHOR ST. ANDREW'S PARK

Location Plan



**ANNEX 3**  
**DRAFT PLANNING PERMISSION**



# DRAFT

Miss Elizabeth Fowler  
Pegasus Planning Group Ltd.  
First Floor, South Wing  
Equinox North, Great Park Road  
Almondsbury, Bristol BS32 4QL

Application Ref: 585/APP/2019/829

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

### GRANT OF PLANNING PERMISSION

The Council of the London Borough of Hillingdon as the Local Planning Authority within the meaning of the above Act and associated Orders **GRANTS** permission for the following:-

**Description of development:**

Erection of a building containing 72 assisted living apartments and communal facilities (Use Class C2) with associated parking and landscaping.

**Location of development:** Land Off Thompson Rd & St Luke'S Rd, Former Raf Uxbridge Hillingdon Road Uxbridge

**Date of application:** 08 March 2019

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

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

**Draft Decision Notice produced: 27 August 2019**

**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: 585/APP/2019/829

### **SCHEDULE OF CONDITIONS**

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

#### **REASON**

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

- 2 . The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers:  
5125-TFP-ZZ-ZZ-DR-A-2047 Rev P01  
5125-TFP-ZZ-ZZ-DR-A-2041 Rev P02  
5125-TFP-ZZ-B1-DR-A-2042 Rev P04  
5125-TFP-ZZ-00-DR-A-2043 Rev P10  
5125-TFP-ZZ-ZZ-DR-A-2044 Rev P03  
5125-TFP-ZZ-ZZ-DR-A-2045 Rev P02  
5125-TFP-ZZ-ZZ-DR-A-2046 Rev P03  
5125-TFP-ZZ-ZZ-DR-A-2070 Rev P03  
5125-TFP-ZZ-ZZ-DR-A-2071 Rev P03  
5125-TFP-ZZ-ZZ-DR-A-2072 Rev P03  
~~5125-TFP-ZZ-ZZ-DR-A-2073 Rev P03~~  
1605-L-2 Rev E  
7100-D-AIA Rev B  
SKM \_2581908021370 Rev 01 (dated 2nd August)  
019.020.E.01 Rev P3; 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: Part Two Saved UDP Policies (November 2012), the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016).

### SCHEDULE OF CONDITIONS

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

Planning Statement P17-2203 Revision A

Heritage Note HA/P17-2203

Draft Heads of Terms February 2019

Noise Impact Assessment Rev 01 14 March 2019

Ground Investigation 18.11.002 February 2019

Waste Management Plan P17-2203 Rev A 05/07/19

Response to Access Officer KDE/RGR/5125 May 2019

Transport Assessment ITR/MT/5222/TP.1 February 2019

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: Part Two Saved UDP Policies (November 2012), the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016).

- 4 Prior to above ground works, details of all materials and external surfaces, including details of balconies, shall be submitted to and approved in writing by the Local Planning Authority. No cladding is to be used within the development. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

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

#### REASON

To ensure that the development presents a satisfactory appearance in accordance with Policy BE13 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DMHB 11 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies.

## SCHEDULE OF CONDITIONS

5. 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. An Arboricultural 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 BE38 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DMHB 14 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016).

## **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. 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 Car Parking Layouts for 54 car parking spaces, including 10 disabled parking bays and 3 motorcycle bays and demonstration that 11 parking spaces (20%) are served by active electrical charging points and 11 parking spaces (20%) are served by passive electrical charging points and 8 cycle spaces).
    - 2.e Hard Surfacing Materials
    - 2.f External Lighting
    - 2.g Other structures (such as furniture)
    - 2.h Electric override mechanism for gates
  3. Living Walls and Roofs
    - a Details of the inclusion of living walls and roofs or justification as to why no part of the development can include living walls and roofs
  4. Details of Landscape Maintenance
    - 4.a Landscape Maintenance Schedule for a minimum period of 5 years.
    - 4.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
  5. Schedule for Implementation
  6. Other
    - 6.a Existing and proposed functional services above and below ground
    - 6.b Proposed finishing levels or contours

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

### **REASON**

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with policies BE13, BE38 and AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policies DMHB 11, DMHB 14 and DMT 6 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and Policy 5.17 (refuse storage) of the London Plan (2016).

## SCHEDULE OF CONDITIONS

- 7 Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs'.

Remedial work should be carried out to BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

### REASON

To ensure that the trees and other vegetation continue to make a valuable contribution to the amenity of the area in accordance with policy BE38 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policy DMHB 14 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016) and to comply with Section 197 of the Town and Country Planning Act 1990.

## **SCHEDULE OF CONDITIONS**

- 8 (i) A written method statement providing full details of the remediation scheme, including how the completion of the remedial works will be verified, shall be agreed in writing with the LPA prior to commencement, 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 policy OE11 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DME1 12 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016).

- 9 The buildings and all car park areas shall achieve 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). No building 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 reflect the guidance contained in the Council's SPG on Community Safety By Design and to ensure the development provides a safe and secure environment in accordance with London Plan (2016) Policies 7.1 and 7.3.

## SCHEDULE OF CONDITIONS

- 10 . Prior to commencement (excluding demolition and site clearance) 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 follow the strategy set out in SKM \_2581908021370 Rev 01 dated 2nd August.

The scheme shall clearly demonstrate how it, Manages Water and demonstrate ways of controlling the surface water on site by providing information on:

a) Suds features:

- i. incorporating sustainable urban drainage (SuDs) in accordance with the hierarchy set out in Policy 5.13 of the London Plan. Where the proposal does not utilise the most sustainable solution, justification must be provided,
- ii. calculations showing storm period and intensity and volume of storage required to control surface water and size of features to control that volume to Greenfield run off rates at a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus Climate change,
- iii. where identified in an area at risk of surface water flooding, include additional provision within calculations for surface water from off site
- iv. where it is intended to have above ground storage, overland flooding should be mapped, both designed and exceedance routes above the 100, plus climate change, including flow paths depths and velocities identified as well as any hazards, ( safe access and egress must be demonstrated).

b) Capacity of Receptors

- i. Demonstration that the proposals connect into a proper and functioning Thames Water network, ie that the point a proposal connects into is part of a wider network, and the applicant provides details of the approval and any appropriate upgrades will be undertaken from Thames Waters free pre planning service.
- ii. Where infiltration techniques (soakaway) or a basement are proposed a site investigation must be provided to establish the level of groundwater on the site, and to demonstrate the suitability of infiltration techniques proposed on the site. (This should be undertaken at the appropriate time of year as groundwater levels fluctuate).
- iii. Where groundwater is found within the site and a basement is proposed suitable mitigation methods must be provided to ensure the risk to others is not increased.
- iv. identify vulnerable receptors, ie WFD status and prevent pollution of the receiving groundwater and/or surface waters through appropriate methods;

c) Minimise water use.

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

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

### REASON

To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding contrary to:

Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012),

Policy DMEI 10 Water Management, Efficiency and Quality in emerging Hillingdon Local Plan Part 2 Development Management Policies (with modifications March 2019)



## **SCHEDULE OF CONDITIONS**

- 10 · Policy 5.12 Flood Risk Management of the London Plan (March 2016) and London Plan Policy 5.13 Sustainable Drainage (March 2016), and London Plan Policy 5.15 Water use and supplies. (March 2016). National Planning Policy Framework (June 2019), and the Planning Practice Guidance (Flood Risk and Coastal Change March 2014).
- 11 · Before the development hereby approved commences, 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 demolition, 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 demolition, 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 OE5 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DMHB 11 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies.

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

### **REASON**

To ensure that the amenity of the occupiers of the proposed development is not adversely affected by road traffic and other noise in accordance with policies OE1 and OE5 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

- 13 · The approved development shall have an enhanced sound insulation value  $D_{nT,w}$  and  $L'_{nT,w}$  of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely living room and kitchen above bedroom of separate dwelling. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

### **REASON**

To safeguard the amenity of the occupants of surrounding properties in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

## SCHEDULE OF CONDITIONS

- 14 Prior to above ground works, an energy assessment shall be submitted to and approved in writing by the Local Planning Authority. The energy assessment shall provide full details and specifications of all the measures to be implemented onsite to demonstrate the development will achieve the energy reduction targets of the London Plan Policy 5.2. The assessment shall demonstrate at least a 35% saving onsite (or in combination with the St Andrews Park District Heating System) with any shortfall (from the zero carbon target) being made up through an offsite contribution. The details within the assessment must include:

1. A full and clear baseline of the energy (kwhr) and carbon (tCO2) associated with the development assessment against building regulations 2013.
2. Full details of the energy efficiency measures to be incorporated within the development and their impact on the baseline energy and carbon performance.
3. Full details (including plans, elevations and roof plans) and specifications of the low and zero carbon technology to be incorporated within the development and the impact on the baseline energy and carbon performance.

The development must proceed in accordance with the approved assessment, plans and specifications.

### REASON

To ensure the development contributes to the reduction of carbon emissions in accordance with Policy 5.2 of the London Plan (2016) and Policy DMEI 2 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies.

- 15 Prior to above ground works, an ecological enhancement plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include full details of the measures to be incorporated within the site that show a positive contribution to flora and fauna including but not limited to, living walls and roofs, specific areas of landscaping for wildlife, water features and nectar rich planting (native species) throughout. The development must proceed in accordance with the approved plan.

### REASON

To ensure the development contributes to the protection and enhancement of the natural environment in accordance with policy EM7 of the Local Plan Part 1 and Policy DMEI 7 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies.

- 16 The extra care units hereby approved shall not be occupied until a car parking allocation scheme and management plan has been submitted to and approved in writing by the Local Planning Authority. The car parking allocation scheme shall allocate car parking spaces to health visitors, doctors and visitors. The car parking spaces shall remain allocated and dedicated in such a manner for the life-time of the development unless otherwise agreed in writing by the Local Planning Authority.

### REASON

To ensure that an appropriate level of car parking provision is provided on site in accordance with Policy AM14 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policy DMT 1 of the emerging Local Plan: Part Two (2019) and Chapter 6 of the London Plan (2016).

## SCHEDULE OF CONDITIONS

- 17 . The development hereby approved, the development shall only be used as Extra Care units and shall not be converted to any other use within the C2 use class provisions of Schedule 2, Part 3, Class T to the Town and Country Planning General Permitted Development Order (England) 2015 (as amended) (or any order that may replace it).

**REASON:**

To ensure that there is no detrimental impact on the local highway network in accordance with Policy AM14 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policy DMT 1 of the emerging Local Plan: Part Two (2019) and Chapter 6 of the London Plan (2016).

- 18 . Prior to occupation of the development, a Servicing and Refuse Collection Strategy shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, servicing and collection shall be carried out as agreed within this approved plan unless otherwise agreed in writing by the Local Planning Authority.

**REASON**

To ensure appropriate servicing of the site, to safeguard highway safety, and to safeguard the free flow of traffic, in accordance with policies AM2, AM7 and AM14 of the Hillingdon Local Plan: Part 2 Saved UDP Policies (Nov 2012), Policies DMHB 11 and DMT 1 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and policy 6.3 of the London Plan (2016).

### 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 - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

AM14	New development and car parking standards.
AM15	Provision of reserved parking spaces for disabled persons
AM2	Development proposals - assessment of traffic generation, impact on congestion and public transport availability and capacity
AM7	Consideration of traffic generated by proposed developments.
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.
BE23	Requires the provision of adequate amenity space.

## SCHEDULE OF CONDITIONS

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.
BE39	Protection of trees and woodland - tree preservation orders
DMCI 4	Open Spaces in New Development
DMEI 10	Water Management, Efficiency and Quality
DMEI 11	Protection of Ground Water Resources
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 9	Management of Flood Risk
DMH 8	Sheltered Housing and Care Homes
DMHB 11	Design of New Development
DMHB 14	Trees and Landscaping
DMHB 18	Private Outdoor Amenity Space
DMHB 5	Areas of Special Local Character
DMHD 3	Basement Development
DMT 2	Highways Impacts
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
EM6	(2012) Flood Risk Management
LPP 3.1	(2016) Ensuring equal life chances for all
LPP 3.5	(2016) Quality and design of housing developments
LPP 5.1	(2016) Climate Change Mitigation
LPP 5.12	(2016) Flood risk management
LPP 5.13	(2016) Sustainable drainage
LPP 5.3	(2016) Sustainable design and construction
LPP 6.13	(2016) Parking
LPP 6.9	(2016) Cycling
LPP 7.2	(2016) An inclusive environment
NPPF- 12	NPPF-12 2018 - Achieving well-designed places
NPPF- 14	NPPF-14 2018 - Meeting the challenge of climate change, flooding and coastal change
NPPF- 2	NPPF-2 2018 - Achieving sustainable development
OE1	Protection of the character and amenities of surrounding properties and the local area
OE7	Development in areas likely to flooding - requirement for flood protection measures

## SCHEDULE OF CONDITIONS

OE8            Development likely to result in increased flood risk due to additional surface water run-off - requirement for attenuation measures

- 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 the 'Saved' UDP 2007, Local Plan Part 1, 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@hillingdon.gov.uk](mailto:planning@hillingdon.gov.uk). The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to 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.

## SCHEDULE OF CONDITIONS

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.

- 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 . Thames Water have advised 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.
- 8 . Heathrow Airport Limited have advised that wind turbines can impact on the safe operation of aircraft through interference with aviation radar and/or due to their height. ~~Any proposal that incorporates wind turbines must be assessed in more detail to~~ determine the potential impacts on aviation interests. This is explained further in Advice Note 7, 'Wind Turbines and Aviation' available at <http://www.aoa.org.uk/policy-campaigns/operations-safety>

## 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.: 585/APP/2019/829

### **SCHEDULE OF PLANS**


5125-TFP-ZZ-ZZ-DR-A-2045-P02 - received 29 Jul 2019  
5125-TFP-ZZ-B1-DR-A-2042-P4 - received 29 Jul 2019  
5125-TFP-ZZ-ZZ-DR-A-2046-P03 - received 29 Jul 2019  
Design and Access Statement - received 08 Mar 2019  
5125-TFP-ZZ-ZZ-DR-A-2073-P03 - received 08 Mar 2019  
5125-TFP-ZZ-ZZ-DR-A-2047-P1 - received 08 Mar 2019  
Covering Letter 01.03.19. - received 08 Mar 2019  
5125-TFP-ZZ-ZZ-DR-A-2072-P03 - received 29 Jul 2019  
Response to Access Officer KDE/RGR/5125 May 2019 - received 30 Jul 2019  
5125-TFP-ZZ-ZZ-DR-A-2041-P02 - received 29 Jul 2019  
5125-TFP-ZZ-ZZ-DR-A-2070-P03 - received 29 Jul 2019  
Landscape Plan 1605-L-2-rev E - received 07 Aug 2019  
5125-TFP-ZZ-ZZ-DR-A-2044-P03 - received 29 Jul 2019  
5125-TFP-ZZ-00-DR-A-2043-P10 - received 29 Jul 2019  
5125-TFP-ZZ-ZZ-DR-A-2071-P03 - received 29 Jul 2019





**ANNEX 4**  
**DRAFT WRITTEN ASSESSMENT**

## EC CT Baseline Assessment

		 <b>EC CT</b> 1 Jan 1950 (Age 68)		Date Complete: 04.05.2018	
 <b>NB. PLEASE UPDATE PHOTO AT EVERY ASSESSMENT</b> This allows Wellbeing advisors to have a visual reference from the last assessment.					
<b>Blood Pressure</b> Last Measured 4 May 2018 <b>0/0</b>	<b>Pulse</b> Last Measured 4 May 2018 <b>0 bpm</b>	<b>Temperature</b> Last Measured 4 May 2018 <b>0 °C</b>	<b>Cholesterol</b> Last Measured 4 May 2018 <b>0 hdl</b>	<b>Weight</b> Last Measured 4 May 2018 <b>0.00 lbs</b>	<b>BMI</b> Last Measured 4 May 2018 <b>0.00 bmi</b>
<b>Hip Risk (FRAX)</b> Last Measured 4 May 2018 <b>0%</b>	<b>Osteo Risk (FRAX)</b> Last Measured 4 May 2018 <b>0%</b>	<b>Anxiety (HADS)</b> Last Measured 4 May 2018 <b>Normal</b>	<b>Depression</b> Last Measured 4 May 2018 <b>Normal</b>	<b>Social Score</b> Last Measured 4 May 2018 <b>LOW</b>	<b>Loneliness Score</b> Last Measured 4 May 2018 <b>LOW</b>
<b>Diabetes Risk</b> Last Measured 4 May 2018 <b>INCREASED</b>	<b>Overall Resilience Score</b> Last Measured 4 May 2018 <b>RESILIENT (0)</b>		<b>Physical Resilience Score</b> Last Measured 4 May 2018 <b>RESILIENT (0)</b>		<b>Cognitive Resilience Score</b> Last Measured 4 May 2018 <b>RESILIENT (0)</b>

### Profile

Title

No Answer

Forename

EC

Surname

CT

National Insurance Number

ECCT00000

Date of Birth

01/01/1950

Gender

Female

Ethnicity

Don't know

Marital Status

Prefer not to say

## Current or Previous Employment

Former Occupation

☐ Member of Armed Forces

## Residency

Customer Type

Year Moved In

☒ Not moved in yet

Address Line

Apartment Number

## Care Profile

Current Care Level

Care Hours Per Week

Care Provider

Provides Personal Care to Another Resident?

## Lifestyle & Wellbeing

How is your General Health?

## Smoking

Do you smoke?

How many a day?

If stopped - date stopped

## Flu

Flu Vaccination in the last 12 months

No

Date (if known)

## Diet

Do you feel you have a Healthy Diet?

No

Do you consider you have a good appetite?

No

Daily Fluid Intake (Litres)

0.00

Alcohol (Units per Day)

0

Fruit / Veg (Portions per Day)

0

Any problems with your mouth/dentures/teeth?

No

Do you have any problems chewing or any sore areas in your mouth?

No

Any problems swallowing?

No

Comments

## Sleep

Do you have any problems Sleeping?

No

Do you require medication to fall asleep?

No

Comments

## Skin

Do you have any skin conditions diagnosed?

No

Do you have any issues with your skin/hair/scalp currently?

## Eyes

Do you have difficulty seeing, even when wearing glasses?

No

History of Glaucoma

No

Any eye surgery

No

Do you use eye drops?

No

Any headaches, migraine/blurred vision

No

Comments

## Ears & Hearing

Do you have difficulty hearing, even when a hearing aid if you have one?

No

Do you wear your hearing aid?

No

Do you hear noises (tinnitus)?

NoAnswer

Do you have any discomfort or discharge from your ears?

No

Do you have ears syringed?

No

Do you have a known condition that causes this?

## Mobility & Disability

Do you consider yourself to have a disability?

No

Do you have a difficulty with speech and language?

No

Do you have difficulty understanding written information?

No

Do you use a wheelchair?

No

Do you need to use a walking aid, such as a walking frame or stick?

No

Do you have other difficulties, which restrict your activity or lifestyle within your apartment?

No

Do you have other difficulties, which restrict your activity or lifestyle outside of your apartment?

No

## Exercise

Exercise Frequency

Exercise Type

## Social Interaction

How often do you leave your apartment?

Give the number of adults and children who visit you at the scheme or village?

Give the number of children below 10 that visit you at the scheme or village?

Give the number of children above 10 that visit you at the scheme or village?

How often do you have a conversation with other residents?

## Loneliness

How often do you feel you lack companionship?

How often do you feel left out?

How often do you feel isolated from others?

How often do you feel in tune with the people around you?

## Social Network

Meet up (including both arranged and chance meetings)

Speak on the phone

Write or email

## Medical Observations

Please enter values for the following Statistics. These will update the Residents record when pushed back to the Portal.

Blood Pressure (Systolic Value)

0

Blood Pressure (Diastolic Value)

0

Pulse

0

Pulse Type

No Answer

Respirations (Percentage %)

0

Oxygen Saturations

0

Temperature Taken?

☐ Yes ☒ No

Taking Statins?

☒ Not Taken ☐ On a Statin ☐ Not Taken (Other Reason)

Cholesterol (random finger prick)

0

Cholesterol Type

Low

Time Of Day Last Ate

0

:

0

None

Height

0

Weight

0

Measure the persons waist circumference and choose the range

No Answer

Random Blood Sugar

0

Time

0

:

0

None

## Urinalysis

Please test the Resident's urine sample using 'Multistix' test straps, enter the results values below:

Have you taken Urinalysis?

No Necessary

Refer to GP?

Yes

## Medical Conditions

Current Conditions

High Blood Pressure

No



**CHD**

No

**Diabetes**

No

**Stroke**

No

**Lung Disease**

No

**Asthma**

No

**Arthritis**

No

**Osteoporosis**

No

**Cancer**

No

**Parkinsons**

No

**Dementia**

No

**Organic Brain Syndrome**

No

**"Senility"**

No

**Serious Memory Impairment**

No

**Glucocortoids**

No

**Rheumatoid Arthritis**

No

**Secondary Osteoporosis**

No

**Any Previous Fractures**

No

**Bi-Polar Disorder**

No

**Schizophrenia**

No

**PTSD**

No

**OCD**

No

**Personality Disorder**

No

**Substance Addiction**

No

**Comments**

## Family History

Any immediate members of your family have/had any of the following

**High Blood Pressure**

No

**Alcoholism**

No

**Heart Attack**

No

**Diabetes**

No

**Stroke**

No

**Glaucoma**

No

**Cancer**

No

**Epilepsy**

No

**Asthma**

No

**Osteoporosis**

No

**Parent Fractured Hip**

No

## Operations

Please detail any past operations

## Past Conditions

Please detail any past conditions

## Continence

Do you have a diagnosed bladder or bowel problem

No

Do you have a diagnosed bladder or bowel problem

## Diabetes Risk Score

Diabetes Risk Analysis

9

## GP Details

Title

Name

Address

City

Postcode

Telephone

## Medication

List Medications

N/A

List any over the counter/complementary medications below

N/A

Have you had a medication review in the last year?

No

Advice Given

Self Medicating

No

Medication Allergies

N/A

How often have you attended your GP/Practise nurse in the last 12 months?

Planned

0

Unplanned

0

For What Reasons

## Hospital Appointments & Admissions in the Last 12 Months

Outpatient

N/A

Admission

N/A

Readmission

N/A

## Walking Speed

Details on how the Residents walking is measured / determined

Category the Residents walking speed falls into (per second)

No Answer

## Grip Strength

Using a grip strength monitor, measure the person's grip strength with their preferred hand. Do this twice and take an average.

Category the Residents Grip Strength falls into

Above 18.1

## Chair Get Up

Ask person "Because of health problems do you have any trouble getting up from a chair after sitting for long periods?"

No

## Sit-to-Stand

Time taken to stand from a sitting position

No Answer

## Falls in the past year

Ask whether the person has fallen down in the last year

No

If Yes How Many?

0

## Bone Health / FRAX Score

Does the Resident have a BMD score (this is usually assessed with clinical equipment)

No

Femoral Neck BMD (g/cm<sup>2</sup>) ENUM

No Answer

Add Value

-1000

Probable risk of Major Osteoporotic incident with the next 10 years (%)

0

Probable risk of Hip Fracture with the next 10 years (%)

0

## Exhaustion

Assess how often the resident experiences Exhaustion by asking the following question and selecting the corresponding response

"In the past week, has everything you did felt like an effort?"

No Answer

## Basic Independence

These may be available from an assessment of activities of daily living, for example the Katz scale.

Do you require help Bathing? (Note: receives assistance with bathing only one part of the body = No Assistance)

No Answer

Do you require help Feeding yourself? (Note: receives assistance with cutting meat or buttering bread = No Assistance)

No Answer

Do you still prepare hot meals? (Plans, prepares and serves adequate meals independently = No Assistance)

No Answer

Can you manage stairs? ("I do not use stairs at all")

No Answer

Managing housework? (Note: Performs light tasks but can't maintain cleanliness/needs help/ does not participate = No Assistance)

No Answer

Managing shopping? (Note: Shops Independently for Small Purchases = No Assistance)

No Answer

## Mental Wellbeing

Self Report on Enjoyment of Life NB this is asked in the following HADS question Set. We could also isolate this question and score?

I still enjoy the things I used to enjoy

No Answer

## HADS Score

Answer the following 14 questions to generate scores for Depression and Anxiety on HADS (Hospital Anxiety and Depression Scale)  
Select the Answer that is closest to how the Resident has been feeling in the past week.

Don't take too long over you replies: the immediate reaction is best.

**I feel tense or 'wound up'**

No Answer

**I still enjoy the things I used to enjoy**

No Answer

**I get a sort of frightened feeling as if something awful is about to happen**

No Answer

**I can laugh and see the funny side of things**

No Answer

**Worrying thoughts go through my mind**

No Answer

**I feel cheerful**

No Answer

**I can sit at ease and feel relaxed:**

No Answer

**I feel as if I am slowed down**

No Answer

**I get a sort of frightened feeling like 'butterflies' in the stomach**

No Answer

**I have lost interest in my appearance**

No Answer

**I feel restless as I have to be on the move**

No Answer

**I look forward with enjoyment to things**

No Answer

**I get sudden feelings of panic**

None

**I can enjoy a good book or radio or TV program**

No Answer

**HADS Anxiety Scale**

0

**HADS Depression Scale**

0

In addition to the above answers which Generate the HADS anxiety and Depression Score, Question 2 also Scores an independent value for Frailty and the

Depression scale category (Normal / Borderline / Case) adds a value to the Frailty Score.

## Recall Three Items

This is taken from the ACE-R or MMSE: "I'm going to give you three words and I'd like you to repeat after me: lemon, key, ball". Repeat up to 3 times until the person can remember them.

**Immediate Recall (if they need you to repeat 3 times and/or they can't recall all three even after 3 attempts mark as No.)**

Yes

## Ability to give the date correctly

Day and Date awareness

**Does the Resident know what Day it is?**

No Answer

**Does the Resident know what Month it is?**

No Answer

**Does the Resident Know What Year it is?**

No Answer

## Ability to handle their own finances

**If the person manages financial matters independently, for example budgets, writes cheques, pays bills, and manages banking etc.,**

Yes

## Recall Three Items (delayed)

Can the Resident recall the three words from the Recall Question?

**Pick the amount of words the Resident remembered**

No Answer

## Fluency: One Minute Tasks

Time the person for 1 minute for each category. Enter the actual number of words of Resident says.

### Verbal Fluency - Letter 'P'

Say "I'm going to give you a letter of the alphabet and I'd like you to generate as many words as you can beginning with that letter, but not names of people or places. Are you ready? You've got a minute and the letter is P"

**Pick the amount of words the Resident remembered**

No Answer

**Residents Answers**



## Verbal Fluency - Animals

Say: I'm going to give you a letter of the alphabet and I'd like you to generate as many words as you can beginning with that letter, but not names of people or places. Are you ready? You've got a minute and the letter is P"

Say: 'Now can you name as many animals as possible, beginning with any letter?'

No Answer

Residents Answers

## Resilience

Cognitive Resilience Score

0

Physical Resilience Score

0

Total Resilience Score

0

The Resilience score adds Residents to 1 of 3 categories (Resilient / Pre Frail / Frail) these categories are used as predictors for GP visits, Hospital Admissions and Falls over the next 12 months. These statistic aid ExtraCare in planning health, care and services.

## Completion

Once the form is complete discuss your recommendations with the Resident.  
If there are any referrals required please request and enter any additional detail below.

Please do not hesitate to contact the Well-being Advisor if you have any concerns or queries.

### Summary

#### Well Being Actions and Advice to Resident

Has an Advanced Care Plan been discussed with the resident?

Not relevant at this time

Comments

Required follow-up / Referrals

Refer to GP

No

Refer to Locksmith

No

As a guide Refer Customers with high or unusual values in tests or as a second opinion. It is recommended to always refer the Customer to self monitor.

Referral Notes

Follow Up Date

## Signatures

Resident Signature

.

Advisor Signature

.

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.....

*[Handwritten signature in blue ink]*

AUTHORISED OFFICER.....

*[Handwritten signature in black ink]*

EXECUTED AS A DEED by

**VSM ESTATES (UXBRIDGE) LIMITED** acting by:-

DIRECTOR.....

*[Handwritten signature in blue ink]*

GUY GUSTERSON

DIRECTOR/SECRETARY.....

*[Handwritten signature in blue ink]*

ROB HUDSON

EXECUTED AS A DEED by

**VSM (UXBRIDGE 2) LIMITED** acting by:-

DIRECTOR.....

*[Handwritten signature in blue ink]*

GUY GUSTERSON

DIRECTOR/SECRETARY.....

*[Handwritten signature in blue ink]*

ROB HUDSON



Town & Country Planning Act 1990 (as amended)  
Planning and Compulsory Purchase Act 2004

**Bristol**

First Floor, South Wing, Equinox North,  
Great Park Road, Almondsbury, Bristol, BS32 4QL  
T 01454 625945  
E [Bristol@pegasusgroup.co.uk](mailto:Bristol@pegasusgroup.co.uk)  
Offices throughout the UK.

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