

**DATED**

29 November

**2024**

**ANCHOR HANOVER GROUP**

**and**

**THE LONDON BOROUGH OF HILLINGDON**

PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106  
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS  
RELATING TO THE DEVELOPMENT OF LAND AT  
**ATLAS LODGE /LAND OFF THOMPSON ROAD AND ST LUKE'S ROAD**  
**PLANNING APPLICATION NUMBER: 585/APP/2024/1558**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/024731/NF

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### **Schedule 1** Affordable Housing

**THIS PLANNING OBLIGATION BY DEED** is dated 29 November 2024

and is made **BETWEEN**:

1. **ANCHOR HANOVER GROUP** a registered community benefit society under the Co-operative and Community Benefit Societies Act 2014 (registration no. 7843) and whose registered office is situated at 2 Godwin Street, Bradford BD1 2ST
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council")

## **BACKGROUND**

- A. The Council is the local planning authority for the purposes of the Act in respect of the Site and by whom the obligations in this Agreement are enforceable.
- B. A transfer of the land registered under Title Nos. AGL509047 at the Land Registry to the Owner is currently pending registration with the Land Registry, once this application to register is successfully processed the Owner will become the registered proprietor of the land in Title Nos. AGL509047.
- C. On 12 June 2024, the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D. The Owner intends to develop the Site pursuant to the Planning Permission.
- E. The Council resolved at its Planning Committee meeting on 5 September 2024 to delegate authority to determine the Planning Application to the Head of Planning, Regeneration and Environment subject to the prior completion of this Agreement.
- F. The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.

**THIS DEED WITNESSES AS FOLLOWS:-**

## **OPERATIVE PROVISIONS**

### **1 INTERPRETATION**

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

<b>"1980 Act"</b>	means the Highways Act 1980 (as amended);
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"Authority's Area"</b>	means the administrative area of the Council;
<b>"Commencement of Development"</b>	<p>means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> <li>- site clearance;</li> <li>- demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>- archaeological investigations and works;</li> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations,</li> </ul> <p>and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;</p>
<b>"Development"</b>	means the development of the Site pursuant to the Planning Permission;
<b>"Director of Planning, Regeneration and Environment"</b>	means the Council's Director of Planning, Regeneration and Environment or such person as the Council designates as undertaking this role;

<b>“Dwelling”</b>	means a residential flat or dwelling forming part of the Development;
<b>“Form PO1”</b>	means the form in the substantial format attached at <b>Appendix 1</b> ;
<b>“GLA”</b>	means Greater London Authority;
<b>“Interest”</b>	means interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time;
<b>“Occupied”</b>	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and <b>Occupation</b> and <b>Occupy</b> shall be construed accordingly;
<b>“Plan”</b>	means the plan attached to this Agreement at <b>Appendix 2</b> ;
<b>“Planning Application”</b>	means the application for planning permission for change of use of site containing 72 assisted living units (Class C2) with ancillary communal under the Council's reference number 585/APP/2024/1558;
<b>“Planning Permission”</b>	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at <b>Appendix 3</b> ;
<b>“Planning Reference”</b>	means planning reference 585/APP/2024/1558;
<b>“Site”</b>	means the property known as Land off Thompson Road and St Luke's Road St Andrew's Road Uxbridge and shown for identification purposes only edged red on the <b>Plan</b> ;
<b>“Specified Date”</b>	means the date upon which an obligation arising under this Agreement is due to be performed;
<b>“VAT”</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and

<b>“Working Day”</b>	means any day except Saturday, Sunday and any bank or public holiday and <b>Working Days</b> shall be construed accordingly.
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1.2 In this Agreement:

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

1.2.12 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;

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

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

## **2 LEGAL BASIS**

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

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

## **3 CONDITIONALITY**

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

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

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

## **4 MISCELLANEOUS**

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

4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as

specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

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

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

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

## **6 COSTS**

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

## **7 REGISTRATION OF AGREEMENT**



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

## **8 RIGHT OF ACCESS**

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

## **9 ARBITRATION**

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

- 9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;
- 9.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors
- 9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 9.1.4 the seat of the arbitration shall be London.

## **10 THIRD PARTIES**

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

## **11 NOTICES**

- 11.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;
- 11.2 Any notice to be served under or in connection with this Agreement shall be sent to the:
- 11.2.1 Director of Planning, Regeneration and Environment, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
- 11.2.2 The Owner at The Heals Building, 22-24 Torrington Place, London WC1E 7HJ.

## **12 FORM PO1**

- 12.1 Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

**13 CHANGE IN OWNERSHIP**

- 13.1 The Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Site occurring before all of the obligations under this Agreement have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Site or unit of occupation purchased by reference to a plan and the Section 106 Reference.

**14 INTEREST**

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

**15 VAT**

- 15.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.
- 15.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

**16 JURISDICTION**

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

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

## SCHEDULE 1

### AFFORDABLE HOUSING

In this Schedule 1 the following definitions shall apply:

<b>“Affordable Housing”</b>	means subsidised housing available through a Registered Provider (or other social landlord as the Council’s Deputy Chief Executive and Director of Resident Services shall have approved in writing beforehand) to persons who cannot afford to rent or buy houses generally available on the open market to be provided in accordance with Schedule 1 of this Agreement;
<b>“Affordable Housing Units”</b>	means seventy-two (72) Dwellings, which shall be Affordable Housing to be constructed within the Development layout, design, tenure and specification of such to be approved by the Council in accordance with this Schedule 1;
<b>“Habitable Room”</b>	means any room within a Dwelling the primary use of which is for living, sleeping or dining and which expressly includes kitchens of thirteen (13) square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than thirteen (13) square metres, bathrooms, toilets, corridors and halls;
<b>“Occupation”</b>	means occupation of the Site for the purposes permitted by the Planning Permission and “Occupy”, “Occupier” and “Occupied” shall be construed accordingly;
<b>“Protected Tenant”</b>	means a tenant (or a successor in title to such tenant) of any Affordable Housing Unit where that occupant has exercised a statutory right under the Housing and Regeneration Act 2008 to acquire the whole of the freehold or whole of the leasehold estate of an Affordable Housing Unit or a

	person who has been granted a shared ownership lease by the Registered Provider;
<b>“Registered Provider”</b>	means registered providers of social housing as defined in Section 80 of the Housing and Regeneration Act 2008 who is eligible for registration under Part II of that Act

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

1. Prior to Commencement of the Development, to submit to the Council a scheme detailing how the Affordable Housing will be delivered and secured in perpetuity (subject to clause 4.6 of this Agreement) and thereafter to ensure that the Development is only occupied in accordance with the approved scheme which shall include:
  - 1.1. the tenure of the Affordable Housing Units; and
  - 1.2. how the Affordable Housing Units will be managed to ensure that they are retained and used in perpetuity as Affordable Housing.
2. Not to Occupy or allow Occupation of the Development until such time as:
  - 2.1. the Affordable Housing Units have been made ready for Occupation; and
  - 2.2. the Affordable Housing Units have been transferred or demised to a Registered Provider either on a freehold basis or on a long lease of at least ninety-nine (99) years to a Registered Provider or other social landlord as the Council's Deputy Chief Executive and Director of Resident Services shall have approved in writing beforehand for this transaction and the disposition to be with the benefit of:
    - 2.2.1. full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units; and
    - 2.2.2. full and free rights of the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to

the Affordable Housing Units all such services to be connected to the mains.

3. The Owner shall not permit or cause to be permitted any Affordable Housing Unit to be Occupied unless the Occupation is:
  - 3.1. as Affordable Housing;
  - 3.2. as a single residential household in which the primary resident is aged 55 years or older; and
  - 3.3. in accordance with the tenure approved pursuant to paragraph 1 of this schedule (or any other tenure which shall be agreed between the parties and approved in writing by the Council).
4. The Development shall not be Occupied until such legal agreements have been entered into with the Council as the Council considers necessary relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units.
5. Disposal to a Registered Provider shall be subject to a condition that the Registered Provider enters into such legal agreements as are reasonably required by the Council relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units.
6. The provisions of Schedule 1 shall not be binding on:
  - 6.1. a Protected Tenant of an Affordable Housing Unit or anyone deriving title from such Protected Tenant including any mortgagee or chargee (or any receiver appointed by such mortgagee or chargee) of any Protected Tenant or any successors in title to any such mortgagee or chargee or receiver; and
  - 6.2. a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
    - 6.2.1. such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three

months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses

- 6.2.2. if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely.

## 7. Monitoring

- 7.1. The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the Council shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.
- 7.2. The Parties acknowledge and agree that as soon as reasonably practicable the Council shall report to the GLA through the London Development Database the following information (to the extent applicable) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room.

FORM PO1

**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

**SECTION 106/278 LEGAL AGREEMENT**

**SITE ADDRESS:**

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**PLANNING REFERENCE:**

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**DESCRIPTION OF DEVELOPMENT:**

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**DATE OF COMMITTEE AUTHORISATION:**

---

**SECTION 106 OBLIGATIONS**

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**DATE OF IMPLEMENTATION OF DEVELOPMENT:**

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

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

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**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:** 

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**PLANNING COSTS:** 

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**LEGAL COSTS:** 

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**OTHER COSTS (IDENTIFY):**

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**MAINTENANCE COSTS (COMMUTED SUM)** 

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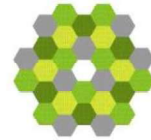
**INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS** **YES/NO**



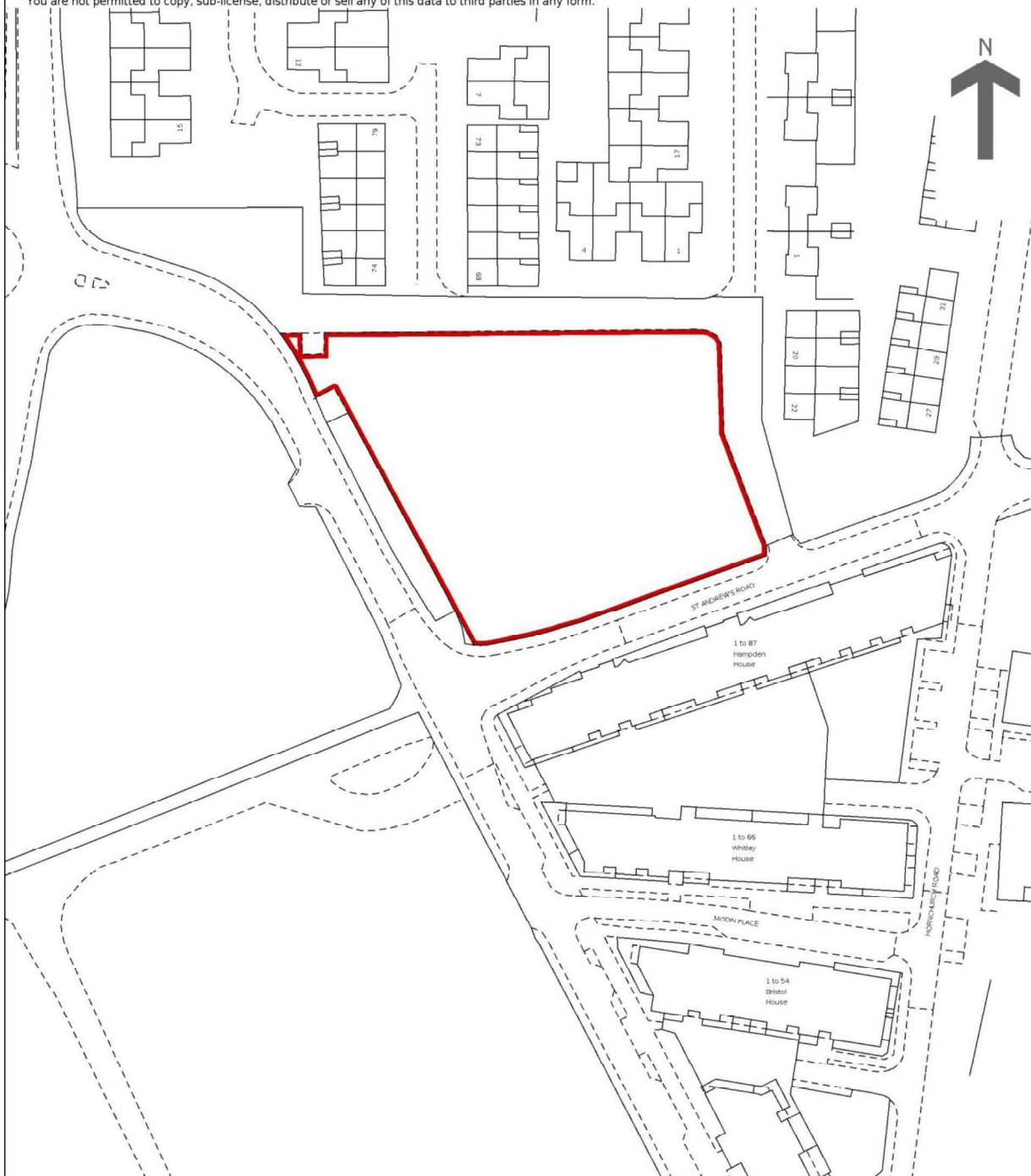
**APPENDIX 2**  
**PLAN**

HM Land Registry  
Official copy of  
title plan

Title number **AGL509047**  
Ordnance Survey map reference **TQ0683NW**  
Scale **1:1250**  
Administrative area **Hillingdon**



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**APPENDIX 3**  
**DRAFT PLANNING PERMISSION**

**D R A F T**

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

Application Ref:585/APP/2024/1558

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:**

Change of use of site containing 72 assisted living units (Use Class C2) with ancillary communal facilities, parking, and landscaped areas, to residential accommodation for primary occupiers aged over 55 (Use Class C3)

**Location of development:** Land Off Thompson Road And St Luke's Road St Andrew's Road Uxbridge

**Date of application:** 12th June 2024

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

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

Draft Decision Notice produced:

Checked by:.....

Date:.....

Amendments required: YES / NO

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

# DRAFT

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

### GRANT OF PLANNING PERMISSION

Application Ref: 585/APP/2024/1558

### 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-B1-DR-A-2042-SO-Rev-P7; SAP-TFPZZ-00-DR-A-3009-Rev-C4-D3; 2-Rev-P; 5125-TFP-ZZ-ZZ-DR-A-2044-Rev-P03; 5125-TFP-ZZ-ZZ-DRA-2045-Rev-P02; 5125-TFP-ZZ-ZZ-DR-A-2046-Rev-P03 and shall thereafter be retained/maintained for as long as the development remains in existence.

#### REASON

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

- 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-V1, Ref: P172203, prepared by Pegasus Group, dated June 2024; Travel Plan, ref: MT/6104/TP.2, prepared by Bellamy Roberts, dated 10.05.2024; Transport Statement, ref: MT/6104/TS.2, prepared by Bellamy

Roberts, dated 10.05.2024; Design and Access Statement, ref: 5125-TF-ZZ-XX-RP-A-1101-

DesignAndAccessStatement-P02, prepared by Tooley Foster, dated June 2024; Air Quality

Assessment Update, ref: J10/15582A/10, prepared by Air Quality Consultants, dated June 2024; Fire Statement Form, ref: AFF\_01\_0123456789012345\_FSR\_01, prepared by J Ockenden, dated 17.07.24.

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

#### REASON

To ensure that the development complies with the objectives of The London Plan (2021) and the Hillingdon Local Plan Parts 1 (2012) and 2 (2020).

- 4 Prior to the first occupation of the development hereby approved, at least 34 cycle parking spaces shall be installed in accordance with the approved plans and available for use. The 34 cycle parking spaces shall thereafter be permanently retained on site, maintained, and be kept available for use.

#### REASON

To ensure appropriate cycle parking provision in accordance with Policy T5 of The London Plan (2021) and Policies DMT 2 and DMT 5 of Hillingdon Council's Local Plan Part 2 Development Management Policies (2020).

- 5 All car parking spaces within communal car parking facilities (including basements) shall be leased and not sold.

#### REASON

To ensure residential car parking spaces shall be lease and not sold in accordance with Policy T6.1 of The London Plan (2021).

- 6 (i) Prior to the first occupation of the development hereby approved, active electric vehicle charging facilities shall be installed and available for use at ten car parking spaces. The active electric vehicle charging infrastructure shall thereafter be permanently retained on site, maintained, and be kept available for use.

(ii) Prior to the first occupation of the development hereby approved, passive electric vehicle charging facilities shall be installed at 43 car parking spaces. The passive electric vehicle charging infrastructure shall thereafter be permanently retained on site and be available for upgrading to active electric vehicle charging.

#### REASON

To ensure an appropriate level of onsite electric vehicle charging facilities are provided in accordance with Policy T6.1 of The London Plan (2021).

- 7 Prior to the first occupation of the development hereby approved, ten disabled person parking spaces shall be provided in accordance with approved plans and available for use. The ten disabled person parking spaces shall thereafter be permanently retained on site and be kept available for their use.

#### REASON

To ensure an appropriate level of onsite disabled person parking is provided in accordance with Policy T6.1 of The London Plan (2021).

- 8 Prior to the first occupation of the development hereby approved, Delivery and Servicing Plan and Car Parking Design and Management Plan measures shall be implemented in accordance with the details approved under application reference 585/APP/2022/3311, dated 24.03.23. The approved Delivery and Servicing Plan and Car Parking Design and Management Plan measures shall be adhered to for as long as the development remains in existence.

REASON

To ensure the site is appropriately designed and managed in accordance with Policies T6 and T7 of The London Plan (2021).

- 9 Prior to the first occupation of the development hereby approved, storage and charging facilities for seven residents' mobility scooters shall be provided in accordance with approved plans and available for use. The storage and charging facilities for seven residents' mobility scooters shall thereafter be permanently retained on site, maintained, and be kept available for use.

REASON

To ensure appropriately mobility scooter storage and charging facilities are provided on site in accordance with Policy H13 of The London Plan (2021).

- 10 Prior to the first occupation of the development hereby approved, all residential units shall comply with Building Regulation requirement M4(2) 'accessible and adaptable dwellings' and be retained in perpetuity.

REASON

To ensure appropriate levels of accessible and adaptable dwellings are provided in accordance with Policy D7 of The London Plan (2021).

- 11 Prior to the first occupation of the development hereby approved, it shall be implemented and retained/maintained in accordance with the Sustainable Water Management approved under application reference 585/APP/2020/1229, dated 10.09.20, 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 SI 13 of The London Plan (2021), Policy EM6 of the Hillingdon Local Plan Part 1 Strategic Policies (2012) and Policy DME1 10 of the Hillingdon Local Plan Part 2 Development Management Policies (2020).

- 12 The ancillary commercial premises shall not be open for customers outside of the following hours:

0800 and 2300 Mondays-Fridays

0800 to 2300 Saturdays

1000 to 1800 Sundays and Public or Bank Holidays.

#### REASON

To safeguard the residential amenity of the occupiers of adjoining and nearby properties in accordance with Policy D3 of The London Plan (2021) and Policy DMHB 11 of the Hillingdon Local Plan Part 2

(2020).

- 13 Within the first planting season (1 October to 28 February inclusive) following the first occupation of the development hereby approved, the Ecological Enhancement Measures approved under application reference 585/APP/2020/1229, dated 10.09.20, shall be implemented and thereafter maintained for as long as the development remains in existence.

#### 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 (2012) and Policy DMEI 7 of the Hillingdon Local Plan Part 2 Development Management Policies (2020).

- 14 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 Policy D3 of The London Plan (2021) and Policy DMHB 11 of the Hillingdon Local Plan Part 2 Development Management Policies (2020).

- 15 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. This standard shall be implemented prior to first occupation of the development and thereafter be permanently retained.

#### REASON

To safeguard the amenity of the occupants of surrounding properties in accordance with Policy D3 of The London Plan (2021) and Policy DMHB 11 of the Hillingdon Local Plan Part 2 Development Management Policies (2020).

- 16 Prior to the first occupation, the development must be implemented and proceed in accordance with the Energy Assessment, plans, and specifications approved under application reference 585/APP/2023/886, dated 19.05.23.

#### REASON

To ensure the development contributes to the reduction of carbon emissions in accordance with Policy SI 2 of the London Plan (2021) and Policy DMEI 2 of the Hillingdon Local Plan Part 2 Development Management Policies (2020).

- 17 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 Policy D11 of The London Plan (2021).

#### INFORMATIVES

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-
  - A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.
  - B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.
  - C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance' The Control of dust and emissions from construction and demolition. D. No bonfires that create dark smoke or nuisance to local residents.

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

- 3 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.

- 4 In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.

- 5 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.

The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020), including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan (2021) and national guidance. Part 1 Policies

#### Part 2 Policies

DMCI 5	Childrens Play Area
DMCI 7	Planning Obligations and Community Infrastructure Levy
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 10	Water Management, Efficiency and Quality

DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 7	Biodiversity Protection and Enhancement
DMH 1	Safeguarding Existing Housing
DMH 2	Housing Mix
DMH 7	Provision of Affordable Housing
DMH 8	Sheltered Housing and Care Homes
DMHB 11	Design of New Development
DMHB 15	Planning for Safer Places
DMHB 16	Housing Standards
DMHB 18	Private Outdoor Amenity Space
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
DMTC 1	Town Centre Development
LPP D12	(2021) Fire safety
LPP D14	(2021) Noise
LPP D3	(2021) Optimising site capacity through the design-led approach
LPP D6	(2021) Housing quality and standards
LPP D7	(2021) Accessible housing
LPP G5	(2021) Urban greening
LPP G6	(2021) Biodiversity and access to nature
LPP H13	(2021) Specialist older persons housing
LPP H4	(2021) Delivering affordable housing
LPP H5	(2021) Threshold approach to applications
LPP H6	(2021) Affordable housing tenure

LPP S4	(2021) Play and informal recreation
LPP SI1	(2021) Improving air quality
LPP SI13	(2021) Sustainable drainage
LPP SI2	(2021) Minimising greenhouse gas emissions
LPP T2	(2021) Healthy Streets
LPP T4	(2021) Assessing and mitigating transport impacts
LPP T5	(2021) Cycling
LPP T6	(2021) Car parking
LPP T6.1	(2021) Residential parking
LPP T7	(2021) Deliveries, servicing and construction
NPPF12 - 23	NPPF12 23 - Achieving well-designed and beautiful places
NPPF15 23	NPPF15 23 - Conserving and enhancing the natural environment
NPPF2 -23	NPPF2 2023 - Achieving sustainable development
NPPF4 -23	NPPF4 23 - Decision making
NPPF5 -23	NPPF5 23 - Delivering a sufficient supply of homes
NPPF7 -23	NPPF7 23 - Ensuring the vitality of town centres
NPPF8 -23	NPPF8 23 - Promoting healthy and safe communities
NPPF9 -23	NPPF9 23 - Promoting sustainable transport
SA 28	St Andrews Park, Uxbridge

#### END OF SCHEDULE

Address:

Development Management

Directorate of Place

Hillingdon Council

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

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

GRANT OF PLANNING PERMISSION

Application Ref: 585/APP/2024/1558

### SCHEDULE OF PLANS

Transport Statement, reference number: MT/6104/TS.2, prepared by Bellamy Roberts, dated 10.05.2024 - received 12 Jun 2024

Affordable Housing Statement-V1, reference number: P17-2203, prepared by Pegasus Group, dated June 2024 - received 12 Jun 2024

Air Quality Assessment Update, report number J10/15582A/10/1/F2, prepared by Air Quality Consultants, dated 04.06.2024 - received 12 Jun 2024

Planning Statement, reference number: P17-2203, prepared by Pegasus Group, dated June 2024 received 12 Jun 2024

Transport Statement, reference number: MT/6104/TS.2, prepared by Bellamy Roberts, dated 10.05.2024 - received 12 Jun 2024

Travel Plan, reference number: MT/6104/TP.2, prepared by Bellamy Roberts, dated 10.05.2024 - received 12 Jun 2024

2-P (Landscape Masterplan) - received 12 Jun 2024

5125-TFP-ZZ-ZZ-DR-A-2044-Rev-P03 - received 12 Jun 2024

5125-TFP-ZZ-ZZ-DR-A-2047-Rev-P1 - received 12 Jun 2024

Cover Letter, ref EM/EB/P17-2203, prepared by Pegasus Group, dated 07.06.2024 - received 12 Jun 2024

Design and Access Statement, reference number: 5125-TF-ZZ-XX-RP-A-1101-DesignAndAccessStatementP02, prepared by Tooley Foster, dated June 2024 - received 12 Jun 2024

5125-TFP-ZZ-ZZ-DR-A-2045-Rev-P02 - received 12 Jun 2024

5125-TFP-ZZ-ZZ-DR-A-2046-Rev-P03 - received 12 Jun 2024

Biodiversity Net Gain Statement, reference number: P17-2203, prepared by Pegasus Group, dated June 2024 - received 12 Jun 2024

5125-TFP-ZZ-B1-DR-A-2042-S0-Rev-P7 - received 01 Aug 2024

SAP-TFP-ZZ-00-DR-A-3009-Rev-C4-D3 - received 01 Aug 2024

### RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

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

#### Appeals to the Secretary of State

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

- If you want to appeal, then you must do so within six months of the date of this notice using a form which you can get from the Planning Inspectorate at Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 8428). Appeal forms can be downloaded from the Planning Inspectorate's website at [www.planningportal.gov.uk](http://www.planningportal.gov.uk).
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In Practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

#### Purchase Notices.

- If either the local planning authority or the office of the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by carrying out of any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

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

426616

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



29/11/2024  
14:37 PM

MEMBER OF R Mills  
29/Nov/2024 14:17:23  
THE COUNCIL.....*Richard Mills*.....

N Sharma  
29/Nov/2024 11:41:27  
AUTHORISED OFFICER.....*Neena Sharma*.....

SIGNED as a DEED by

**ANCHOR HANOVER GROUP**

acting by its authorised signatories:

V Parr  
28/Nov/2024 15:56:02

*Victoria Parr* .....

Signature

Name: Victoria Parr

O Boundy  
28/Nov/2024 16:03:33

*[Signature]* .....

Signature

Name: Oliver Boundy



This Document has been Signed with a **secure electronic signature** via E-Sign.

## Envelope Details

Title	S106 Agreement - Atlas Lodge
Author	Smaa Haider (shaider@hillington.gov.uk)
Envelope Created on	Fri, 29 Nov 2024 11:38:09
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## Document Details

Title	S106_-_Atlas_Lodge.pdf.pdf
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## Document Signers

Scan/Click the QR Code to view signature information

Name	<u><a href="#">Cllr Richard Mills</a></u>
Email	rmills2@hillington.gov.uk
Status	<b>SIGNED</b> at Fri, 29 Nov 2024 14:17:23 GMT(+0000)
Signature Fingerprint	e776b55c-4bc2-4888-bfbc-c9045594bbc9



Name	<u><a href="#">Neena Sharma</a></u>
Email	nsharma@hillington.gov.uk
Status	<b>SIGNED</b> at Fri, 29 Nov 2024 11:41:27 GMT(+0000)
Signature Fingerprint	f5c18d55-0e69-4168-81d8-02e5114dae16



Name	<u><a href="#">Smaa Haider</a></u>
Email	shaider@hillington.gov.uk
Status	<b>SIGNED</b> at Fri, 29 Nov 2024 14:37:18 GMT(+0000)
Signature Fingerprint	248c9794-6f68-454e-b8a6-f70117f6cfda



## Document History

Fri, 29 Nov 2024 14:37:19	<b>Smaa Haider</b> Signed the Document (IP: 155.190.13.64)
Fri, 29 Nov 2024 14:17:23	<b>Cllr Richard Mills</b> Signed the Document (IP: 80.195.151.245)
Fri, 29 Nov 2024 11:41:27	<b>Neena Sharma</b> Signed the Document (IP: 155.190.60.56)



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