DATED 30th October **2020**

PURPLEXED LLP (1)

and

J H VENEER LIMITED (2)

and

LENDINVEST SECURITY TRUSTEES LIMITED (3)

and

BOND STREET INVESTMENTS LIMITED (4)

and

THE LONDON BOROUGH OF HILLINGDON (5)

DEED OF AGREEMENT

pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

relating to 1 Vinyl Square at The Old Vinyl Factory Blythe Road Hayes

Planning Application Number 59872/APP/2019/3852

(LBH Ref 17018)

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TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION 4
2. LEGAL BASIS 23
3. CONDITIONALITY 23
4. THE OWNER'S COVENANTS AND ENFORCEABILITY 23
5. THE COUNCIL'S COVENANTS 23
6. INDEXATION 24
7. NOTICES 24
8. CONSENTS IN RELATION TO THIS DEED 24
9. CHANGE IN OWNERSHIP 24
10. DISPUTE PROVISIONS 25
11. MORTGAGEES 25
12. MISCELLANEOUS 26
13. EXEMPTIONS FROM THIS DEED 27
14. COMMUNITY INFRASTRUCTURE LEVY 28
15. OUTLINE PLANNING PERMISSION AND THE OPP S106 AGREEMENT 28
16. FUTURE VARIATIONS 28
17. JURISDICTION 28
18. INTEREST 28
19. RIGHT OF ACCESS 28
20. VAT 29
21. FORM PO1 29

SCHEDULE 1 30

SCHEDULE 2 31

SCHEDULE 4 33

SCHEDULE 5 44

SCHEDULE 7 47

SCHEDULE 8 49

SCHEDULE 9 50

SCHEDULE 10 51
SCHEDULE 11 53
SCHEDULE 12 54
SCHEDULE 13 55
SCHEDULE 14 56
SCHEDULE 15 57
APPENDIX 1 58
APPENDIX 2 59

THIS DEED is made the 30th day of October 2020

BETWEEN:

(1) **PURPLEXED LLP** (LLP Registration Number OC362796) of 7a Howick Place London SW1P 1DZ ("***the Freehold Owner***"); and

(2) **J H VENEER LIMITED** (Company Registration Number 11864374) whose registered office is situated at 8 Waterloo Court 10 Theed Street London SE1 8ST ("***the Leasehold Owner***"); and

(3) **LENDINVEST SECURITY TRUSTEES LIMITED** (Company Registration Number 08743617) whose registered office is situated at 8 Mortimer Street London W1T 3JJ ("***the First Mortgagee***"); and

(4) **BOND STREET INVESTMENTS LIMITED** (Company Registration Number 04900421) whose registered office is situated at First Floor, Shropshire House, 179, Tottenham Court Road, London W1T 7NZ ("***the Second Mortgagee***"); and

(5) **THE LONDON BOROUGH OF HILLINGDON** of The Civic Centre High Street Uxbridge Middlesex UB8 1UW ("***the Council***")

WHEREAS:

(A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Property is situated and by whom the obligations contained in this Deed are enforceable

(B) The Freehold Owner is the registered freehold proprietor of the Freehold Property

(C) The Leasehold Owner is the registered leasehold proprietor of the Leasehold Property

(D) On 9 December 2019 the Leasehold Owner submitted the Application to the Council for permission to develop the Property and on 7 May 2020 the Council resolved to grant planning permission for the Development on the Property pursuant to the Application subject to the completion of this Deed

(E) The Leasehold Owner intends to develop the Property pursuant to the Planning Permission

(F) The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Property and considers that in the interests of the proper planning of its area the Development of the Property 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

NOW THIS DEED WITNESSES and it is hereby agreed as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed (including the Recitals and Schedules) the following words and expressions shall unless the context otherwise requires have the meanings ascribed to them below:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)

"Actual Carbon Dioxide Emission"	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 7 of the Planning Permission
"Additional Affordable Housing Scheme"	means the scheme to be prepared by the Owner (if applicable) and submitted to the Council (in accordance with paragraph 3 of Part 2 of Schedule 4 of this Deed) detailing the Additional Affordable Housing Units to be provided and which: (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and which tenures (b) contains 1:50 plans showing the location and size of each unit of Additional Affordable Housing (c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units (d) sets out the amount (if any) of any financial contribution also payable towards off-site Affordable Housing if paragraph 4.1(b) of Part 2 of Schedule 4 applies and (e) ensures that no block will comprise solely or substantially of Open Market Housing Units
"Additional Affordable Housing Units"	means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 3.5 of Part 2 of Schedule 4
"Affordable Housing"	means housing including Shared Ownership Housing London Affordable Rented Housing and Affordable Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market and which housing should: (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters of if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London

	Government Act 1963)
"Affordable Housing Cap"	means a policy compliant amount of Affordable Housing being 50% of the total number of Habitable Rooms within the Development of which 70% to be provided as Social Rented Housing and Affordable Rented Housing and 30% as Intermediate Housing
"Affordable Housing Location Plan"	means Plan 3 annexed at Appendix 1 to this Deed showing the location of the Affordable Housing Units unless otherwise agreed by the Council
"Affordable Housing Provider "	means a provider of Affordable Housing registered under Section 111 of the Housing and Regeneration Act 2008 with the Regulator of Social Housing or an approved development partner of Homes England and eligible to obtain Grant Funding or any other body specialising in the provision of Affordable Housing in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed) and for the avoidance of doubt the following affordable housing providers are approved by the Council:- • Guinness Trust • Peabody • Notting Hill Genesis • Catalyst • Home Group • L&Q • Network • A2 Dominion • Shepherds Bush Housing Group
"Affordable Housing Units" "Affordable Housing Unit"	means the 27 Intermediate Housing Units and 6 Affordable Rented Housing Units and 3 London Affordable Rented Housing Units to be provided as Affordable Housing as shown on the Affordable Housing Location Plan comprising 138 Habitable Rooms
"Affordable Rented Housing"	means rented housing let by a local authority or an Affordable Housing Provider at no more than 80% of the local market rents (inclusive of Service Charges) or Local Housing Allowance Rates (whichever is lower) to households who are eligible for Social

	Rented Housing as set out in the table at paragraph 2.1 of Part 1 of Schedule 4 unless otherwise agreed by the Council
"Affordable Rented Housing Units"	means the 6 Affordable Housing Units as shown on the Affordable Housing Location Plan comprising 30 Habitable Rooms to be made available for Affordable Rented Housing in accordance with Schedule 4 to this Deed together with any Additional Affordable Housing Units which are to be delivered as Affordable Rented Housing
"Air Quality Action Plan"	means the Council's Air Quality Action Plan proposing measures to reduce the pollution in the air quality management area
"Air Quality Contribution"	means the Index Linked sum of £104,565 (One Hundred and Four Thousand Five Hundred and Sixty Five Pounds) to be used by the Council towards initiatives to improve air quality in the Authority's Area including (but not limited to): • use of low emission fuel technology and other measures to minimise emissions • increase tree and natural vegetation planting in the area serving the Development where appropriate • to incentivise restrictions on certain types of vehicles • to incentivise the use of cleaner fuels for energy and heating • to encourage company use of environmental management systems and air quality strategy • to incentivise a modal shift from private vehicles • to promote and deliver car sharing clubs on the network for supporting the Development and • any other appropriate measures to meet the objective of the Air Quality Action Plan
"Application"	means the Planning Application given the Council's reference 59872/APP/2019/3852 and accepted by the Council on 9 December 2019 for the development of the Property
"Auditor"	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
"Authority's Area"	means the administrative area of the Council
"Average Intermediate Housing Value"	means the average value of the Shared Ownership Housing floorspace per square metre at the relevant Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner
"Average Low Cost Rent Housing Value"	means the average value of London Affordable Rented Housing and Affordable Rented Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner
"Average Open Market Housing Value"	means the average value of Open Market Housing Unit floorspace per square metre on the Property at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner
"Blue Badge Parking Review"	means a review of the requirement for blue badge parking on the Property in accordance with paragraph 2 of Part 2 of Schedule 10
"Build Costs"	means the build costs comprising construction of the Development attributable to the Open Market Housing Units supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: (a) details of payments made or agreed to be paid in the relevant building contract (b) receipted invoices (c) costs certified by the Owner's quantity surveyor, costs consultant or agent but for the avoidance of doubt build costs exclude: (i) professional, finance, legal and marketing costs and (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses
"Car"	means a four wheeled motor vehicle including one powered by electricity

"Car Club"	means a car club that makes Cars available for hire to members that is open to the Occupiers of the Residential Units
"Car Club Membership"	means free membership of a Car Club for a 3 year period as set out in Schedule 9 for one adult resident (aged 19 years or above) of each Residential Unit that is first Occupied that meets the Car Club Operator's membership criteria
"Car Club Operator"	means an operator of a Car Club
"Carbon Dioxide Emissions Target"	means the 100% co2 reduction as required by condition 7 of the Planning Permission
"Carbon Off-Set Contribution"	means a one off payment at £1,800 per tonne for each tonne where the Actual Carbon Dioxide Emission is below the Carbon Dioxide Emissions Target
"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee
"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
"Commencement of Development" "Commence Development" "Commence" "Commenced"	means the carrying out of a material operation on the Property or any part thereof as defined by Section 56(2) and 56(4)(a) – (d) of the 1990 Act SAVE THAT for the purposes of this Deed only operations or works consisting of all or any of the following shall not constitute Commencement of Development: (a) demolition works (b) excavation (c) below ground works (d) archaeological works

	(e) site surveys (f) site clearance including vegetation (g) environmental preparatory works (h) the erection of temporary fencing and/or hoardings to enclose the Development or any part of it (i) laying or provision of any services and/or services diversion works to on or under the Development or any part of it (j) the laying out of roads for construction purposes only (k) the erection of roads for site buildings for construction purposes (l) contamination tests (m) remediation or trial pits (n) works of decontamination and/or remediation (o) the construction installation and/or use of temporary works, plant and/or machinery (p) storage areas required temporarily in connection with and for the duration of operations in on over or under the Development and temporary access to the same and (q) temporary display of site advertisements and notices
"Construction Period"	means from the point at which contractors Commence work on the Property until Practical Completion of the works on the Property
"Construction Training Contribution"	means the sum to be agreed with the Council Index Linked calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Agreement and to be provided in accordance with Schedule 5 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 PROVIDED ALWAYS that there shall be no double counting of the Co-ordinator Costs in the event that Co-ordinator Costs are paid by the Owner to the Council pursuant

	to paragraph 5 of Schedule 5
"Construction Training Scheme"	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 Schedule 5 shall be delivered in accordance with the construction training formula as contained within the Council's Planning Obligations Supplementary Planning Document (in terms of waged construction training places)
"Contributions"	means the: (a) Air Quality Contribution (b) External Amenity Space Contribution (c) Santander Bike Scheme Contribution (d) The Grand Union Canal Quiet Way Contribution (e) The Public Realm Connectivity Contribution and (f) The Off-Site Open Space Contribution and where applicable as set out in the relevant schedules the: (g) Playspace Contribution (h) Construction Training Contribution (i) Carbon Off-Set Contribution
"Co-ordinator Costs"	means a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or in the event that the Construction Training Contribution is payable, and the sum shall be calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: "Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the

	development
"Date of Deemed Service"	means in each instance where a Chargee has served a Default Notice under paragraph 7.1(a) of Part 1 of Schedule 4: (a) in the case of service by delivery by hand of the Default Notice to the Council's offices at Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW between 8.45 am to 5.00 pm Monday to Friday, the date on which the Default Notice is so delivered or
	(b) in the case of service by using first class registered post to the Council's offices at Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW , the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise)
"Default Notice"	means a notice in writing served on the Council by the Chargee under paragraph 7.1(a) of Part 1 of Schedule 4 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units
"Deputy Chief Executive and Director of Resident Services"	means the Council's Deputy Chief Executive and Director of Resident Services or such person as the Council designates as undertaking this role
"Development"	means redevelopment of the Property to provide a mixed use development comprising 134 residential units (C3 Use Class) and ground floor commercial floorspace (flexible A1/A2/A3/A5/B1 Use Class), with associated car parking, cycle parking and landscaping pursuant to the Planning Permission
"Development Viability Information"	means the information required by Formula 1a and Formula 2 being: (a) Estimated GDV (b) Estimated Build Costs (c) Average Open Market Housing Value (d) Average Low Cost Rent Housing Value and (e) Average Intermediate Housing Value
	and including in each case supporting evidence to

	the Council's reasonable satisfaction
"Eligible Purchaser"	means a purchaser whose gross annual Household Income at the date of purchasing the relevant Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £90,000
"Eligible Renter"	means eligible households on the London Borough of Hillingdon's Housing Register who cannot afford to purchase a home in the local area
"Estimated Build Costs"	means the sum of: (a) the estimated Build Costs remaining to be incurred at the Review Date and (b) the actual Build Costs incurred at the Review Date
"Estimated GDV"	means the price at which a sale of the Open Market Housing Units and ancillary car parking spaces within the Development would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 2 of Part 2 of Schedule 4 based on detailed comparable market evidence to be assessed by the Council and assuming: (a) a willing seller and a willing buyer (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale (c) that no account is taken of any additional bid by a prospective purchaser with a special interest and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion
"Event of Force Majeure"	means any circumstance not within the Owner's reasonable control including: (a) acts of God, flood, drought, earthquake or other natural disaster

	(b) epidemic or pandemic (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, or embargo (d) nuclear, chemical or biological contamination or sonic boom (e) collapse of buildings, fire, explosion or accident
	(f) any labour or trade dispute, strikes, industrial action or lockouts and (g) interruption or failure of utility service
"External Amenity Space Contribution"	means the sum of £40,000 (Forty Thousand Pounds) to be used by the Council towards works to improve Lake Farm Gardens
"External Consultant"	means the external consultant appointed by the Council with significant experience of viability appraisals
"Formula 1a"	means the formula identified as Formula 1a in the Annex to Schedule 4 to this Deed
"Formula 2"	means the formula identified as Formula 2 in the Annex to Schedule 4 to this Deed
"Form PO1"	means the form annexed at Appendix 2 to this Deed
"Freehold Property"	means all that freehold land and buildings known as the former Old Vinyl Factory, Hayes, Middlesex UB3 1HA registered at HM Land Registry under part of title number MX393231
"GLA"	means the Greater London Authority or any successor in statutory function
"Grand Union Canal Quiet Way Contribution"	means the Index Linked sum of £18,000 (Eighteen Thousand Pounds) to be used by the Council towards the construction of a new shared use pedestrian/cycle access from the eastern side of Dawley Road near the Woolpack public house to the Grand Union Canal Quiet Way
"Grant Funding"	means Public Subsidy payable by the GLA to the Affordable Housing Provider pursuant to the GLA funding programme

"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls
"Household"	means, in relation to a person "A", A and all other persons who would, after purchasing a Shared Ownership Housing Unit or renting a London Affordable Rented Housing Unit (as appropriate) share that Shared Ownership Housing Unit or London Affordable Rented Housing Unit with A and one another as the only or main residence of both A and such other persons;
"Household Income"	means: (a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household and (b) in relation to joint Eligible Purchasers or joint Eligible Renters' Households, the combined gross annual incomes of those Eligible Purchasers or Eligible Renters' Households
"Index Linked"	means the application of the formula provided at Clause 6 except for the purposes of calculating the amount of the Project Management and Monitoring Sum
"Intention Notice"	means a notice in writing served on the Chargee by the Council under paragraph 7.2 of Part 1 of Schedule 4 that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units
"Interest"	means interest at 4% above the base lending rate of Lloyds Bank plc from time to time
"Intermediate Housing"	means a unit of Affordable Housing which is provided at prices or rents above those of Social Rented Housing but below market prices or rents and will meet the criteria set and in paragraphs (c) and/or (d) in the definition of Affordable Housing contained in Annex 2 of the National Policy Framework (2019) or as updated and for the avoidance of doubt can include shared equity products, Shared Ownership Units and other low cost or discounted homes for sale and intermediate rent and including for the avoidance of doubt intermediate housing products

	supported by the London Plan subject to the precise type and nature of which first being agreed in writing by the Council (which does not include Affordable Rented Housing Units) but which for the purposes of this Deed shall be provided as Shared Ownership Housing Units unless otherwise agreed with the Council
"Leasehold Property"	means all that leasehold land and buildings known as The Veneer Building at the former Old Vinyl Factory, Hayes, Middlesex UB3 1HA as more particularly described in and demised by a lease dated 2 May 2019 made between (1) the Freehold Owner and (2) the Leasehold Owner and registered at HM Land Registry under title number AGL476393
"Local Housing Allowance Rates"	means rates as set by the rent officer on the 1st April each year and published on the London Borough of Hillingdon website
"London Affordable Rented Housing"	means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at target rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that: (a) includes Service Charges up to 80% of local market rents (b) excludes Service Charges no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance and set out in the table at paragraph 3.1 of Part 1 of Schedule 4 unless otherwise agreed by the Council
"London Affordable Rented Housing Units"	means the 3 London Affordable Rented Housing Units as shown on the Affordable Housing Location Plan comprising 15 Habitable Rooms to be made available for London Affordable Rented Housing in accordance with Schedule 4 of this Deed together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing
"London Plan"	means the London Plan published in March 2016 as revised from time to time
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement

	GLA guidance or policy
"Mayor's Funding Guidance"	means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance
"Monitoring"	means a travel survey of Residents/Users of the Residential Units using a questionnaire in a form supplied or approved by the Council primarily to determine the mode of transport used by Residents/Users when travelling to a range of destinations from the Residential Units (or any alternative method of achieving that object approved in writing by the Council from time to time)
"Moratorium Period"	means in each instance where a Chargee has served a Default Notice under paragraph 7.1(a) of Part 1 of Schedule 4, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council)
"Occupation" "Occupy"	means occupation for any purpose permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or sales purposes or security purposes
"Off-Site Open Space Contribution"	means the Index Linked sum of £47,408.26 (Forty Seven Thousand Four Hundred and Eight Pounds and Twenty Six Pence) to be used by the Council towards the provision of open space in the local area and/or enhancements to existing public open space
"Open Market Housing Units"	means all those Residential Units to be constructed as part of the Development other than the Affordable Housing Units
"Option"	means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 7.3 of Part 1 of Schedule 4 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
"Outline Planning Permission"	means planning permission granted by the Council on the Old Vinyl Factory Site dated 18 March 2014 under reference 59872/APP/2012/1839 (as amended on 31 July 2014 by planning permission reference

	59872/APP/2013/3775)
"OPP S106 Agreement"	means the S106 Agreement dated 31 July 2014 related to the Outline Planning Permission and the deed of variation thereto dated 9 October 2015
"Owner"	means the Freehold Owner and Leasehold Owner unless otherwise specified in this Deed
"Parking Permit"	means a residents parking permit issued by the Council (which for the avoidance of doubt does not include a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970)
"Planning Obligations"	means the obligations set out in Schedules 3 – 15 of this Deed
"Planning Permission"	means the planning permission to be granted for the Application in the form of the draft attached at Schedule 1 to this Deed
"Playspace Strategy Contribution"	means (if required) the sum to be calculated in accordance with the Council's 2014 Obligations Supplementary Planning Document payable in accordance with paragraph 4 of Part 3 of Schedule 10
"Playspace Strategy"	means a strategy and timetable for the provision of playspace within the Development including details of the playspace to be included on the roof garden
"Practical Completion" "Practically Complete" "Practically Completed"	means in relation to any works or unit or dwelling or part or whole of the Development substantial completion of the works or unit or dwelling or Development to a stage where it is fit for use or Occupation
"Project Management and Monitoring Sum"	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed
"Property"	means all that land and buildings the subject of the Application at Blythe Road Hayes comprising the Freehold Property and the Leasehold Property shown for identification purposes only edged red on Plan 2 annexed at Appendix 1 to this Deed
"Public Realm Connectivity	means the Index Linked sum of £129,000 (One Hundred and Twenty Nine Thousand Pounds) to be

Contribution"	used by the Council towards works that improve the safety and convenience of walking and cycling between One Vinyl Square and Hayes town centre and the implementation of Transport for London 'Healthy Streets' public realm enhancements
"Public Subsidy"	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development
"Rent Guidance"	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation
"Rent Standard"	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation
"Residential Travel Plan"	means a travel plan for the Residential Units based on the draft Residential Travel Plan prepared by Canaparo Associates and submitted with the Application to be adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Development other than by single occupancy private cars in accordance with Schedule 7
"Residential Travel Plan Bond"	means the bond in the sum of Twenty Thousand Pounds (£20,000) to secure compliance with Schedule 7 or the Residential Travel Plan in order to meet the objectives of the Residential Travel Plan in a form first approved by the Council in writing
"Residential Travel Plan Monitoring Period"	means the period from first Occupation of the Development until the date that is 5 years following first Occupation of the last Residential Unit
"Residential Unit"	means the residential units which are to be erected on the Development pursuant to the Planning Permission
"Residents/Users"	means a person making the journey to/from the

	Residential Units
"Review Date"	means the date of the submission of the Development Viability Information pursuant to paragraph 2 of Part 2 of Schedule 4
"Santander Bike Scheme Contribution"	means the Index Linked sum of Two Thousand Five Hundred Pounds (£2,500) to be used by the Council towards the expansion of the Santander Bike Hire Scheme into Hayes town centre
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Units and Affordable Rented Unit and Shared Ownership Units as part of or in addition to the rent and directly or indirectly for services repairs maintenance improvements insurance and/or landlord's costs of management in relation to that London Affordable Rented Housing Unit and Affordable Rented Housing Unit and Shared Ownership Unit
"Shared Ownership Housing" **"Shared Ownership Lease"** **"Shared Ownership Lessee"** **"Shared Ownership Terms"**	means housing offered to Eligible Purchasers to be Occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in Section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that average annual housing costs including Service Charges and mortgage payments (assuming reasonable internet rates and deposit requirements) must not exceed 28% of the relevant annual gross income upper limit (such 28% being equivalent to 40% of net income with net income being assumed to be 70% of gross income) specified in the London Plan Annual Monitoring Report
"Shared Ownership Housing Units"	means 27 Affordable Housing Units as shown on the Affordable Housing Location Plan comprising 93 Habitable Rooms to be made available for Shared Ownership Housing in accordance with Schedule 4 of this Deed together with any Additional Affordable Housing Units which are to be delivered as Shared Ownership Housing
"Significant Under-Performance"	means delivery of less than fifty percent (50%) of the total outputs specified in the Construction Training Scheme

"Social Rented Housing"	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed
"Staircasing" "Staircased"	means the acquisition by a purchaser of a Shared Ownership Unit of additional equity in a unit of Shared Ownership Housing up to a maximum of 100 per cent equity
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
"Substantial Implementation"	means the Development has been commenced by the Owner and the following works have occurred on the Property: (a) completion of ground preparation works (b) completion of the foundations for the core of the Development (c) letting of the main construction contract or letting of the frame contract for the Development (as applicable) and (d) completion of construction of the ground floor slab of the Development
"Substantial Implementation Target Date"	means the date twenty four (24) months from but excluding the date of grant of the Planning Permission
"Targets"	means targets for achieving a decrease in the proportion of Residents/Users travelling to and from the Residential Units by 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 Residential Travel Plan which shall be submitted to and approved by the Council for the Residential Units
"Target Rents"	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent

	Guidance from time to time
"The Old Vinyl Factory Site"	means the property known as the Old Vinyl Factory Hayes shown for indicative purposes only edged blue on Plan 1 annexed at Appendix 1 to this Deed
"Training Costs"	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: *"£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"*
"Travel Plan Co-ordinator"	means the person nominated to act as a co-ordinator of the Residential Travel Plan who shall be responsible for the implementation progress reporting and monitoring of such plan for a period of not less than the Residential Travel Plan Monitoring Period
"Updated Site Wide Car Parking Management Plan"	means a car parking management plan which updates the car parking management plan for The Old Vinyl Factory Site approved under reference 59872/APP/2013/3775
"VAT"	means Value Added Tax
"Viability Review"	means a review of the financial viability of the Development at the Review Date using Formula 1a and Formula 2 to determine whether any Additional Affordable Housing Units can be provided within the Development
"Working Day"	means any day apart from Saturday and Sunday Christmas Day Good Friday and any statutory bank holiday or public holiday

1.2 References to any party in this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successor to its statutory functions

1.3 Words importing the singular shall be construed as importing the plural and vice versa

1.4 Words importing one gender shall be construed as importing any other gender and words denoting natural persons shall include companies corporations and firms and all such words shall be construed interchangeably in that manner

1.5 References in this Deed to any statute includes any amendment modification extension consolidation or re-enactment of it for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that statute or deriving validity from it

1.6 Covenants made hereunder if made by more than one person are made jointly and severally unless otherwise provided in this Deed

1.7 Where in this Deed any obligation of a party is required to be performed within a specified time limit that obligation shall be deemed to continue after that time limit if the party fails to comply with the obligation within the time limit but without prejudice to any remedy of the enforcing party

1.8 The headings in this Deed are for reference only and shall not affect construction

2. LEGAL BASIS

2.1 This Deed is made pursuant to Section 106 of the 1990 Act Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers and enactments which may be relevant to the purpose of giving validity to this Deed or for facilitating the enforcement of the obligations contained in it with intent to bind the Owner provided for by this Deed

2.2 Any covenants restrictions or requirements in this Deed falling within the provisions of Section 106 of the 1990 Act shall be deemed to be expressed to be planning obligations to which that said Section shall apply

3. CONDITIONALITY

3.1 Save for the provisions of Clauses 2, 3 and 6 to 20 of this Deed which shall take effect immediately:

3.1.1 the Planning Obligations in this Deed are (unless otherwise specified) conditional upon:-

3.1.1.1 the grant of Planning Permission; and

3.1.1.2 Commencement of Development

3.2 This Deed shall cease to have any effect (insofar only as it has not already been complied with) if prior to Commencement of the Development the Planning Permission shall expire or be quashed or revoked

3.3 The enforceability of this Deed shall not be affected by any passage of time or any delay by or neglect or forbearance of the Council in enforcing the provisions of this Deed or any extension of time or other indulgence shown by the Council

3.4 This Deed shall not prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

4. THE OWNER'S COVENANTS AND ENFORCEABILITY

The Owner covenants and agrees with the Council to observe and perform the Planning Obligations

5. THE COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in the Second Schedule to this Deed

6. INDEXATION

6.1 The Owner agrees with the Council that the Contributions payable by the Owner under this Deed shall be increased by the application of the formula A = B x C/D where:

(a) A is the sum actually payable on the Specified Date

(b) B is the original sum mentioned in this Deed

(c) C is the Index of Retail Prices (all items) for the month 2 months before the Specified Date

(d) D is the Index of Retail Prices (all items) for the month 2 months before the date of this Deed and

(e) C/D is equal to or greater than 1

and references in this Deed to any sum that is to be "***Indexed***" shall be construed in accordance with this Clause 6

6.2 The Owner agrees with the Council that the Index of Retail Prices (all items) produced by the Office for National Statistics shall be the index or such replacement index as that body introduces from time to time

7. NOTICES

7.1 Any notices consents agreements approvals expressions of satisfaction or certificates required herein shall:

7.1.1 be given in writing

7.1.2 if given on behalf of the Council shall be under the hand of the Chief Executive of the Council or other authorised officer of the Council and shall be properly served if sent in the case of the Council by first class recorded delivery post addressed to the Deputy Chief Executive and Director of Resident Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW quoting reference 59872/APP/2019/3852 or such other officer as may be notified in writing from time to time by the Council to the other parties to this Deed

7.1.3 in the case of the Owner and/or the First Mortgagee and/or the Second Mortgagee shall be properly served if sent to their respective registered offices addresses

8. CONSENTS IN RELATION TO THIS DEED

It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the parties under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing

9. CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Property (save for any change in ownership of an individual Residential Unit) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name

and registered office (if applicable) together with details of the area of the Property or unit of Occupation transferred and with reference to a plan and Land Registry title number

10. DISPUTE PROVISIONS

10.1 In the event that there shall be any dispute between the parties to this Deed in respect of any matter arising under the terms of this Deed and which dispute the parties are unable to resolve any of the parties may refer the matter to an Expert (being a person as described below) for determination SAVE THAT in no case shall any point be referred to the Expert which is a point that is in or relates to any matter in the Planning Permission itself (where the Council's determination shall be final)

10.2 The Expert shall be a person with knowledge and expertise in the subject matter of the dispute and in the event that the parties cannot agree the identity of the person to be appointed as Expert pursuant to this Clause 10 within fifteen (15) working days of one party's notification to the other party of that party's decision to refer the matter to an Expert either party may seek nomination of an Expert by the President for the time being of the appropriate professional body (whose nomination shall be binding on the parties)

10.3 The costs of the Expert shall be in the award of the Expert

10.4 The Expert shall (save with the agreement of both parties) be restricted to settling disputes

10.5 The decision of the Expert (other than in the case of manifest error) shall be binding on the parties

10.6 The provisions of this Clause 10 do not apply in the case of any dispute or difference arising in connection with any matter covered by this Deed to the extent that the same is a dispute or difference as to a matter of law or concerning the interpretation of this Deed

11. LEASEHOLD MORTGAGEES

11.1 The First Mortgagee and the Second Mortgagee each acknowledge and declare that:

11.1.1 this Deed has been entered into by the Leasehold Owner with its consent

11.1.2 the Leasehold Property shall be bound by the obligations contained in this Deed and

11.1.3 the security of the First Mortgagee and the Second Mortgagee over the Leasehold Property shall take effect subject to this Deed

11.2 The parties agree that the First Mortgagee and the Second Mortgagee and any future mortgagee or Chargee of the Leasehold Property or any part of it will only be liable for a breach of the provisions of this Deed during the period as it is a mortgagee in possession of the whole or any part of the Leasehold Property when it becomes bound by the obligations as if it were a person deriving title from the Leasehold Owner. The First Mortgagee or the Second Mortgagee (as applicable) will not be liable for any pre-existing breaches or liabilities or any breach of the provisions of this Deed after it has parted with or released its interest in the Leasehold Property save in respect of any antecedent breaches which have occurred whilst the First Mortgagee or the Second Mortgagee (as applicable) was in possession of the whole or any part of the Leasehold Property

12. MISCELLANEOUS

12.1 Words in this Deed denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction

12.2 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

12.3 Nothing in this Deed shall be construed so as to fetter any of the Council's powers duties and obligations in its capacity as highway authority and/or local planning authority and the Council's rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed

12.4 If there is any conflict between the terms of this Deed and any condition on the Planning Permission the latter shall take precedence

12.5 The Leasehold Owner shall pay to the Council on execution of this Deed the reasonable and proper legal costs of the Council incurred in the negotiation preparation and execution of this Deed

12.6 No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 (the "1999 Act") and all third party rights as may be implied by law or deemed to be enforceable by the 1999 Act are hereby excluded to the fullest extent permitted by law

12.7 Save where otherwise expressly stated all covenants given under this Deed shall be complied with entirely at the expense of the party giving the covenant

12.8 No parties to this Deed (save for the Council) shall be deemed to be or act as agent or contractor for the Council in the carrying out of any of the works required by this Deed and no responsibility liability claim demand cost or expense whatsoever claimed in respect of anything done or not done by any of the parties to this Deed (save for any failure of the Council to observe and perform its covenants under this Deed) shall lie against the Council in respect thereof

12.9 No waiver (whether express or implied) by the Council of any breach or default by the Owner as appropriate 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 undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner

12.10 The Owner shall not be in breach of this Deed nor liable for delay in performing, or failure to perform, any of its obligations under this Deed if such delay or failure results from an Event of Force Majeure. In such circumstances the Owner shall notify the Council of and demonstrate with supporting evidence to the reasonable satisfaction of the Council the impacts that such event has had on any of the terms or obligations in this Deed and shall be entitled to an extension of the time for performing such obligations commensurate with the period of time of such delay

13. EXEMPTIONS FROM THIS DEED

13.1 Save as expressly stated otherwise in the Schedules to this Deed, the obligations contained in this Deed shall not be binding upon nor enforceable against:

13.1.1 an Affordable Housing Provider save in relation to the Affordable Housing obligations in Schedule 4 of this Deed

13.1.2 any mortgagee or Chargee of an Affordable Housing Provider

13.1.3 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 subject to the detailed terms of Schedule 4

13.1.4 occupiers or tenants or lessees or purchasers Occupying or entitled to Occupy any Open Market Housing Unit and those deriving from the same (including any sub-tenant lender Chargee or mortgagee) save for the obligations set out in paragraph 1 of Schedule 3

13.1.5 any residential tenant or person to whom an Affordable Housing Provider grants a lease on Shared Ownership Terms including their mortgagees or Chargees save for the obligations set out in paragraph 1 of Schedule 3

13.1.6 any receiver appointed by such mortgagees or Chargees

13.1.7 a person who is a successor in title to a person to whom a lease on Shared Ownership Terms has been granted or derives title through or under or at the direction or requirement of any such mortgagees or Chargees or receiver appointed by such mortgagees save for the obligations set out in paragraph 1 of Schedule 3

13.1.8 any tenant Staircasing to 100% pursuant to a Shared Ownership Lease or any person deriving title through or under such tenant or any successor in title thereto and their respective mortgagees save for the obligations set out in paragraph 1 of Schedule 3

13.1.9 any tenant and successor who has exercised the right to acquire pursuant to the Housing Act 1996 or any similar statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit save for the obligations set out in paragraph 1 of Schedule 3

13.1.10 any tenant and successor who has exercised any statutory right to buy (or any equivalent contractual or statutory right) in respect of a particular Affordable Housing Unit save for the obligations set out in paragraph 1 of Schedule 3

13.1.11 any individual occupier of a commercial unit on the Property

13.1.12 any statutory undertaker or other person who acquires any part of the Property or interest therein for the purposes of their undertaking

13.2 No person shall be liable for any breach of the covenants or obligations contained in this Deed occurring after it has parted with its interest in the part of the Property in

respect of which the breach occurred (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest)

14. COMMUNITY INFRASTRUCTURE LEVY

14.1 The Council and the Owner agree that the obligations set out in this Deed are for the purposes of Regulation 122 of the Community Infrastructure Levy Regulations 2010:-

14.1.1 necessary

14.1.2 directly related to the Development and

14.1.3 fairly and reasonably related in scale and kind to the Development

15. OUTLINE PLANNING PERMISSION AND THE OPP S106 AGREEMENT

15.1 The parties hereby agree that neither the Outline Planning Permission nor the OPP S106 Agreement apply to the Development and the Owner shall have no liability to comply in any respect with the Outline Planning Permission or the OPP S106 Agreement

16. FUTURE VARIATIONS

16.1 Where in this Deed an obligation is required to be performed in relation to a block, building or buildings such obligation may be varied by supplemental deed entered into by the Council and the Leasehold Owner from time to time of the relevant phase, block, building or buildings only and the parties agree that it will not be necessary for other owners from time to time of the other parts of the Property to enter into such supplemental deed Provided Always that the remainder of the Property will continue to be bound by this Deed notwithstanding such supplemental deed

16.2 Similarly where in this Deed obligations are required to be performed in respect of discrete parts of the Property or a plan or scheme in relation thereto and which do not affect other parts of the Property in any material way such obligations may be varied by supplemental deed entered into by the Council and the Leasehold Owner from time to time of the discrete parts of the Property or a plan or scheme in relation thereto and the parties agree that it will not be necessary for other owners from time to time of other parts of the Property to enter into such supplemental deed Provided Always that the remainder of the Property will continue to be bound by the Deed notwithstanding such supplemental deed

17. JURISDICTION

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

18. 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

19. 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 entry to the Property at all reasonable times for the purpose of verifying whether or not any

obligations arising under the Deed have been performed or observed provided that the Council and its authorised employees and agents agrees to observe the Owner's health and safety rules and requirements in operation at the Property

20. VAT

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

20.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid on any Contribution payable in respect of the Property then to the extent that VAT had not been previously charged in respect of that Contribution the Council shall have the right to issue a VAT invoice to the Owner as applicable and the VAT shall be paid accordingly

21. FORM PO1

Prior to Commencement of Development on the Property 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 Head of Planning and Enforcement, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the reference 59872/APP/2019/3852

SCHEDULE 1

Draft Planning Permission

D R A F T

Ms Hannah Whitney
14 Regents Wharf
All Saints Street
London
N1 9RL

Application Ref: 59872/APP/2019/3852

TOWN AND COUNTRY PLANNINGACT 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:

Redevelopment of the site to provide a mixed-use development comprising 134 residential units (C3 Use Class) and ground floor commercial floorspace (flexible A1/A2/A3/A5/B1 Use Class), with associated car parking, cycle parking and landscaping.

Location of development: 1 Vinyl Square, The Old Vinyl Factory Blyth Road Hayes

Date of application: 09 December 2019

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 7 May 2020

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 PLANNINGACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 59872/APP/2019/3852

SCHEDULE OF CONDITIONS

DRAFT

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:
01659-JTP-SL_001 P1 Site Location Plan
01659-JTP-SL-002 P4 Proposed Site Plan
01659-JTP-SL-002 P1 Existing Site Plan
01659-JTP-PL-000 P1 Ground Floor Plan
01659-JTP-PL-001 P2 Level 01 Plan
01659-JTP-PL-002 P1 Level 02 Plan
01659-JTP-PL-003 P1 Level 03 Plan
01659-JTP-PL-004 P1 Level 04 Plan
01659-JTP-PL-005 P1 Level 05 Plan
01659-JTP-PL-006 P1 Level 06 Plan
01659-JTP-PL-007 P1 Level 07 Plan
01659-JTP-PL-008 P2 Level 08 Plan
01659-JTP-PL-009 P1 Level 09 Plan
01659-JTP-PL-010 P1 Level 10 Plan
01659-JTP-PL-012 P3 Roof Plan
01659-JTP-EL-001 P2 North Elevation
01659-JTP-EL-002 P1 East Elevation
01659-JTP-EL-003 P1 South Elevation
01659-JTP-EL-004 P2 West Elevation
01659-JTP-EL-005 P1 East Courtyard Elevation
01659-JTP-EL-006 P1 South Courtyard Elevation
01659-JTP-EL-007 P1 West Courtyard Elevation
01659_SK_042 E Amenity Strategy Provision
01659_SK_066 Level 01 Maisonette Access
0348-SEW-ZZ-00-DR-L-501101 01 Ground Floor General Arrangement Plan
0348-SEW-ZZ-00-DR-L-501102 Ground Floor External Levels Plan
0348-SEW-ZZ-00-DR-L-501103 02 First Floor General Arrangement Plan
0348-SEW-ZZ-00-DR-L-501104 01 Ninth Floor General Arrangement Plan
0348-SEW-ZZ-00-DR-L-501105 01 Roof General Arrangement Plan; and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON
To ensure the development complies with the provisions Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (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:
Design and Access Statement dated Nov 19 (updated February 2020)
Wind Microclimate Desk-based Assessment November 25th 2019 RWDI #1904779 - Rev D
Planning Statement 26 November 2019
Desk Based Ecology Report ECO00926-R-01b November 2019
Geotechnical & Environmental Investigation RG/HLEI15948 - 8 March 2011
Land Contamination Report Phase 1 Environmental Review November 2019
Phase 2 - Environmental Site Investigation HLEL13784/001R September 2010
Transport Assessment November 2019
Air Quality Assessment November 2019 WIE16463-100-R-1-3-1
Daylight and Sunlight Report 14770-19-1125 25th November 2019
Internal Daylight and Sunlight Assessment 25 November 2019
Fire Strategy HHF_UK02710_IAR_001-01 Rev 01
Heritage & Townscape Views Assessment November 2019
Verification Report VR-18606-15-14 Feb 2015

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

REASON
To ensure the development complies with the provisions Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2016).

DRAFT

SCHEDULE OF CONDITIONS

4 · Detailed drawings or samples of materials as appropriate, in respect of the following shall be submitted to and approved in writing by the local planning authority before the relevant part of the works is begun, and the works shall not be carried out other than in accordance with the details so approved and shall thereafter be so maintained:
(a) Samples of materials
(b) Details of roof parapets, window and door reveals, spandrel panels
(c) Details of balconies, railings, metal cladding, metal mesh rainwater pipes
(d) Details of signage and external lighting

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

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

REASON
To ensure that the development presents a satisfactory appearance in accordance with Policy HE1 of the Hillingdon Local Plan: Part One - Strategic Policies (November 2012), Policies DMHB 1,DMHB 4 and DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

DRAFT

SCHEDULE OF CONDITIONS

5 · 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 including pollution absorbing plants.

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 (including 2 commercial parking spaces and 66 residential parking spaces, plus demonstration that 14 car parking spaces (20%) are served by active electrical charging points, 54 car parking spaces (80%) are served by passive electrical charging points, a minimum of 8 accessible car parking spaces, 2 motorcycle spaces and 238 cycle spaces).
2.e Hard Surfacing Materials
2.f External Lighting
2.g Other structures (such as play equipment and furniture)

3. Living Walls and Roofs
3.a Details of the inclusion of living walls and roofs
3.b 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 DMHB 11, DMHB 14, DMEI 1 and DMT 6 of the Hillingdon Local Plan Part 2 (2020) and Policies 5.11 (living walls and roofs) and 5.17 (refuse storage) of the London Plan (2016).

DRAFT

SCHEDULE OF CONDITIONS

6 · 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 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, 1in 30, 1 in 100, and 1 in 100 plus Climate change. This rate should be presented per hectare as well as the total for the whole site.
iii. 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).
iv. Where infiltration techniques (soakaway) 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).
b) 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.
c) Long Term Management and Maintenance of the drainage system.
i. Provide a management and maintenance plan
ii Include details of Inspection regimes, performance specification, (remediation and timescales for the resolving of issues where a PMC).
iii Where overland flooding is proposed, the plan should include the appropriate actions to define those areas and actions required to ensure the safety of the users of the site should that be required.
iv. Clear plans showing all of the drainage network above and below ground. The responsibility of different parties such as the landowner.

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 5.12 Flood Risk Management of the London Plan (March 2016) and
To be handled as close to its source as possible in compliance with Policy 5.13 Sustainable Drainage of the London Plan (March 2016), and
Conserve water supplies in accordance with Policy 5.15 Water use and supplies of the London Plan (March 2016).
National Planning Policy Framework (June 2019), and the Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

DRAFT

SCHEDULE OF CONDITIONS

7 · 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 on site 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 with any shortfall 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 Hillingdon Local Plan: Part 2 Development Management Policies (January 2020).

8 · Prior to above ground works, an Amenity/Play Space Strategy shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, external amenity and play space shall be set out and maintained as set out within the approved strategy unless otherwise agreed in writing by the Local Planning Authority.

REASON
To ensure appropriate external amenity and child play space is provided for the development, in accordance with Policies DMHB 18, DMHB 19 and Policy DMCI 5 of the Hillingdon Local Plan: Part 2 Development Management Policies (January 2020).

9 · If, during development, contamination not previously identified is discovered at the site then no further construction of the development (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unanticipated contamination is to be dealt with, and until written approval from the local planning authority is obtained. The remediation strategy shall be implemented as approved.

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 policies DMEI 11 and DMEI 12 Hillingdon Local Plan Part 2 (2020).

DRAFT

SCHEDULE OF CONDITIONS

10 · 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 policies DMEI 11 and DMEI 12 Hillingdon Local Plan Part 2 (2020).

11 · The building and 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 excising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000 to ensure the development provides a safe and secure environment in accordance with Hillingdon Local Plan Part 2 policy DMHB 15 and London Plan (2016) Policies 7.1 and 7.3.

12 · No building or structure of the development hereby permitted shall exceed 67.95m AOD.

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

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

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

The Bird Hazard Management Plan shall be implemented as approved and shall remain in force for the life of the building.

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

DRAFT

SCHEDULE OF CONDITIONS

14 · Prior to the commencement of development a Crane Operation Plan shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Ministry of Defence (RAF Northolt) and Heathrow Airport Limited. The submitted plan shall include details of:

- cranes and other tall construction equipment (including the details of obstacle lighting) - Such schemes shall comply with Advice Note 4 'Cranes and Other Construction Issues'(available at www.aoa.org.uk/policy-campaigns/operations-safety).

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

REASON

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

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

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

16 · Prior to development commencing, the applicant shall submit a Construction Logistics Plan to the Local Planning Authority for its approval. The plan shall detail:
(i) The phasing of development works
(ii) The hours during which development works will occur.
(iii) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
(iv) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours).
(v) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the construction process.
(vi) The storage of construction materials on site.

The approved details shall be implemented and maintained throughout the duration of the demolition and construction process.

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

DRAFT

SCHEDULE OF CONDITIONS

17 · The commercial premises shall not be open for customers outside the following hours: -
0800 and 2300 Mondays - Fridays
0800 to 2300 Saturdays
1000 to 1800 Sundays, Public or Bank Holidays.

Servicing and Deliveries to the commercial premises shall not take place outside the following hours: -
0900 and 1700 on any day.

REASON
To safeguard the residential amenity of the occupiers of adjoining and nearby properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 Development Management Policies (January 2020) and to ensure appropriate servicing of the site, to safeguard highway safety, and to safeguard the free flow of traffic, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 Development Management Policies (January 2020).

18 · Prior to above ground works a Low Emission Strategy (LES) shall be submitted to and approved in writing by the Local Planning Authority. The LES shall be linked to and consistent with the Travel Plan and address
1) the fleet composition associated with the A1/A2/A3/A5/B1 Use Classes of the proposed development to be Euro 6/VI or cleaner (e.g. electric) or have implemented retrofitting devices that will enable compliance with such Euro standards.
2) the supply of energy to the proposed development. Any CHP or gas boiler will have to conform with the London Ultra Low NOx requirements;
The strategy shall detail the steps that will be followed in addressing the lower emissions requirements stated above and what measures will be taken to take into account future changing standards and available technologies and be updated accordingly in agreement with the local planning authority.
3) an electric vehicle fast charging bay. This is to be implemented as part of the proposal with a minimum of the number of charging points required in the London Plan.
4) a clear and effective strategy to encourage residents/ staff / users to
a) use public transport;
b) cycle / walk to work where practicable;
c) enter car share schemes;
d) purchase and drive to work zero emission vehicles.

The measures in the agreed scheme shall be maintained throughout the life of the development.

REASON
As the application site is within an Air Quality Management Area and Focus Area and to reduce the impact on air quality in accordance with policy EM8 of the Local Plan: Part 1 (November 2012), Policy DMEI 14 of the London Borough of Hillingdon Local Plan Part 2 - Development Management Policies (January 2020), the London Borough of Hillingdon Air Quality Local Action Plan 2019-2024, London Plan (2016) Policy 7.14, and paragraph 170 of the National Planning Policy Framework (2019).

DRAFT

SCHEDULE OF CONDITIONS

19 · 1. No development shall commence until proof of the registration in GLA's database (nrmm.london/nrmm/about/what-nrmm-register) and compliance with the London's Low Emission Zone for non-road mobile machinery requirements is submitted to and approved in writing by the Local Planning Authority.
2. The London's Low Emission Zone for non-road mobile machinery to comply with the standards set out at Supplementary Planning Guidance 'The Control of Dust and Emissions from Construction and Demolition'.
3. This will apply to both variable and constant speed engines for both NOx and PM. These standards will be based upon engine emissions standards set in EU Directive 97/68/EC and its subsequent amendments.

REASON
Compliance with the London's Low Emission Zone for non-road mobile machinery as per requirements as of 1st September 2015, and London Plan Supplementary Planning Guidance 'The Control of Dust and Emissions from Construction and Demolition' (2014).

DRAFT

20 · Prior to commencement of any works above first floor slab level a scheme of mitigation shall be submitted to and approved by the Local Planning Authority which would allow the following noise criteria to be achieved with windows closed and adequate ventilation provided.
- Daytime (living rooms) 35dB LAeq,T
- Night-time (Bedrooms) 30dB LAeq,T
45dB LAmax

The details shall be implemented as approved and shall remain in force for the life of the building.

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

21 · Prior to commencement of any works above first floor slab level an assessment of Acoustics Ventilation and Overheating should be submitted to and approved by the Local Planning Authority to demonstrate suitable amenity for future residents can be achieved with proposed ventilation and overheating control measures in place. The details shall be implemented as approved and shall remain in force for the life of the building.

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

SCHEDULE OF CONDITIONS

22 · Any noise associated with fixed mechanical plant on/in the building shall fall at least 10dB below the monitored representative background noise level in terms of LA90 when measured at a location 1m from the facade the of nearest identified noise sensitive receptors.

REASON
To safeguard the amenity of surrounding areas in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 Development Management Policies (January 2020) and Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012).

23 · The principles of the submitted Fire Strategy Report shall be implemented on site in conjunction with a suitably qualified consultant. Thereafter the development shall not be carried out other than in accordance with the approved details.

REASON
To ensure that the development meets Fire Safety Standards in accordance with policy D12 of the draft London Plan (Intend to Publish version 2019).

24 · Prior to occupation of the development, *a* Parking Allocation Plan shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the parking shall be for residential use of the flats and ancillary commercial use hereby approved and as agreed within the Parking Allocation Plan.

REASON
To ensure availability and management of parking, in accordance with Policy DMT 6 of the Hillingdon Local Plan: Part 2 Development Management Policies (January 2020) and policies 6.3 and 6.13 of the London Plan (2016).

25 · Prior to the above ground works commencing, the development hereby approved shall ensure that 10% (14) of the residential units are constructed to meet the standards for Category 3 M4(3) dwelling (including 9 of the affordable housing units) with a floor plan at no less than 1:100 submitted for each of the different M4(3) units and agreed in writing by the Local Planning Authority. All details, to include transfer zones, wheelchair storage area, and other spatial requirements within bedrooms, bathrooms, living and dining areas, should be shown on a separate plan for every different unit type. All remaining units designed to the standards for Category 2 M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, and all such provisions shall remain in place for the life of the building.

REASON
To ensure an appropriate standard of housing stock in accordance with London Plan (2016) Policy 3.8 d, is achieved and maintained.

26 · Notwithstanding the plans hereby approved, the signage shown on the plans is not approved and requires separate advertisement consent.

REASON
To comply with the Town and Country Planning Act 1990.

DRAFT

SCHEDULE OF CONDITIONS

INFORMATIVES:

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

2 . The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

DMCI 3	Public Open Space Provision
DMCI 4	Open Spaces in New Development
DMCI 5	Childrens Play Area
DMCI 7	Planning Obligations and Community Infrastructure Levy
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 10	Water Management, Efficiency and Quality
DMEI 11	Protection of Ground Water Resources
DMEI 12	Development of Land Affected by Contamination
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 3	Decentralised Energy
DMEI 9	Management of Flood Risk
DMH 1	Safeguarding Existing Housing
DMH 2	Housing Mix
DMH 7	
DMHB 1	Heritage Assets
DMHB 10	High Buildings and Structures
DMHB 11	Design of New Development
DMHB 12	Streets and Public Realm
DMHB 14	Trees and Landscaping
DMHB 15	Planning for Safer Places
DMHB 16	Housing Standards
DMHB 17	Residential Density
DMHB 18	Private Outdoor Amenity Space
DMHB 19	Play Space
DMHB 3	Locally Listed Buildings
DMHB 4	Conservation Areas
DMT 5	Pedestrians and Cyclists

DRAFT

SCHEDULE OF CONDITIONS

DRAFT

DMT 6	Vehicle Parking
DMAV 1	Safe Operation of Airports
LPP 2.13	(2016) Opportunity Areas and Intensification Areas
LPP 2.17	(2016) Strategic Industrial Locations
LPP 2.6	(2016) Outer London: vision and strategy
LPP 2.8	(2016) Outer London: Transport
LPP 3.1	(2016) Ensuring equal life chances for all
LPP 3.9	(2016) Mixed and Balanced Communities
LPP 4.4	(2016) Managing Industrial Land and Premises
LPP 5.1	(2016) Climate Change Mitigation
LPP 5.10	(2016) Urban Greening
LPP 5.11	(2016) Green roofs and development site environs
LPP 5.12	(2016) Flood risk management
LPP 5.13	(2016) Sustainable drainage
LPP 5.14	(2016) Water quality and wastewater infrastructure
LPP 5.15	(2016) Water use and supplies
LPP 5.2	(2016) Minimising Carbon Dioxide Emissions
LPP 5.21	(2016) Contaminated land
LPP 5.3	(2016) Sustainable design and construction
LPP 5.6	(2016) Decentralised Energy in Development Proposals
LPP 5.7	(2016) Renewable energy
LPP 5.8	(2016) Innovative energy technologies
LPP 6.1	(2016) Strategic Approach
LPP 6.10	(2016) Walking
LPP 6.13	(2016) Parking
LPP 6.3	(2016) Assessing effects of development on transport capacity
LPP 6.5	(2016) Funding Crossrail and other strategically important transport infrastructure
LPP 6.7	(2016) Better Streets and Surface Transport
LPP 6.9	(2016) Cycling
LPP 7.1	(2016) Lifetime Neighbourhoods
LPP 7.15	(2016) Reducing and managing noise, improving and enhancing the acoustic environment and promoting appropriate soundscapes.
LPP 7.2	(2016) An inclusive environment
LPP 7.3	(2016) Designing out crime
LPP 7.4	(2016) Local character
LPP 7.5	(2016) Public realm
LPP 7.6	(2016) Architecture

SCHEDULE OF CONDITIONS

DRAFT

LPP 7.7	(2016) Location and design of tall and large buildings
LPP 7.8	(2016) Heritage assets and archaeology
LPP 7.9	(2016) Heritage-led regeneration
LPP 8.1	(2016) Implementation
LPP 8.2	(2016) Planning obligations
LPP 8.3	(2016) Community infrastructure levy

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

4 . Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at planning@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

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 . The Bird Hazard Management Plan must ensure that flat/shallow pitched roofs be constructed to allow access to all areas by foot using permanent fixed access stairs ladders or similar. The owner/occupier must not allow gulls, to nest, roost or loaf on the building. Checks must be made weekly or sooner if bird activity dictates, during the breeding season. Outside of the breeding season gull activity must be monitored and the roof checked regularly to ensure that gulls do not utilise the roof. Any gulls found nesting, roosting or loafing must be dispersed by the owner/occupier when detected or when requested by Heathrow Airside Operations staff. In some instances, it may be necessary to contact Heathrow Airside Operations staff before bird dispersal takes place. The owner/occupier must remove any nests or eggs found on the roof.

SCHEDULE OF CONDITIONS

DRAFT

The breeding season for gulls typically runs from March to June. The owner/occupier must obtain the appropriate licences where applicable from Natural England before the removal of nests and eggs.

6 . 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/

7 . The development is close to the airport and the landscaping which it includes may attract birds which in turn may create an unacceptable increase in birdstrike hazard. Any such landscaping should, therefore, be carefully designed to minimise its attractiveness to hazardous species of birds.

Your attention is drawn to Advice Note 3, 'Potential Bird Hazards: Amenity Landscaping and Building Design' (available at http://www.aoa.org.uk/policy-campaigns/operations-safety/

8 . For additional guidance please use the following links:

Construction Logistic Plans:-
http://content.tfl.gov.uk/construction-logistics-plan-guidance.pdf

Service and Delivery Plans:-
http://content.tfl.gov.uk/delivery-and-servicing-plans.pdf

9 . Informative provided by Thames Water:

There are public sewers crossing or close to your development. If you're planning significant work near our sewers, it's important that you minimise the risk of damage. We'll need to check that your development doesn't limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes.
https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes.

10 . Please note that separate Advertisement consent is required for any advert or signage proposed as part of the development, including the 'One Vinyl Square' sign shown on the Proposed Easter Elevation as per drawing number 01659-JTP-EL-002 Rev P1.

END OF SCHEDULE

SCHEDULE OF CONDITIONS

Address:
Residents Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

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GRANT OF PLANNING PERMISSION

Application Ref.No.: 59872/APP/2019/3852

SCHEDULE OF PLANS

0348-SEW-ZZ-RF-DR-L-501105 Rev 01 - received 07 Feb 2020

WIE16463-102-R-1.3.2 Issue 01 Nov 2019 Noise Impact Ass. - received 28 Nov 2019

L19091_C_Flood Risk and Drainage Statement_R04 - received 28 Nov 2019

01659-JTP-EL-005-P1 - East Courtyard Elevation - received 28 Nov 2019

01659-JTP-EL-003-P1 - South Elevation - received 28 Nov 2019

01659-JTP-EL-002-P1 - East Elevation - received 28 Nov 2019

0348-SEW-ZZ-00-DR-L-501102 Rev 00 - received 28 Nov 2019

01659-JTP-SL-003 Rev P1 - received 28 Nov 2019

01659-JTP-PL-010-P1 - Level 10 Plan - received 28 Nov 2019

01659-JTP-PL-009-P1 - Level 09 Plan - received 28 Nov 2019

01659-JTP-PL-007-P1 - Level 07 Plan - received 28 Nov 2019

01659-JTP-PL-006-P1 - Level 06 Plan - received 28 Nov 2019

01659-JTP-PL-005-P1 - Level 05 Plan - received 28 Nov 2019

01659-JTP-PL-004-P1 - Level 04 Plan - received 28 Nov 2019

01659-JTP-PL-003-P1 - Level 03 Plan - received 28 Nov 2019

01659-JTP-PL-002-P1 - Level 02 Plan - received 28 Nov 2019

01659-JTP-PL-000-P1 - Ground Floor Plan - received 28 Nov 2019

01659-JTP-EL-007-P1 - West Courtyard Elevation - received 28 Nov 2019

01659-JTP-SL-001 Rev P1 - received 28 Nov 2019

R04-AS-DB-Outline Construction Logistics Plan (19 - received 28 Nov 2019

Covering Letter dated 26th November 2019 - received 28 Nov 2019

01659-JTP-PL-001 Rev P2 - received 07 Feb 2020

01659-JTP-EL-001 Rev P2 - received 07 Feb 2020

01659-JTP-PL-012 Rev P3 - received 25 Feb 2020

01659-JTP-SL-002 Rev P3 - received 24 Feb 2020

01659-JTP-EL-006-P1 - South Courtyard Elevation - received 28 Nov 2019

Design and Access Statement February 2020 - received 25 Feb 2020

01659-SK_066 - received 14 Feb 2020

01659-JTP-EL-004 Rev P2 - received 07 Feb 2020

01659-JTP-PL-008 Rev P2 - received 17 Feb 2020

01659-JTP-PL-001 Rev P2 - received 07 Feb 2020

0348-SEW-ZZ-00-DR-L-501101 Rev 01 - received 07 Feb 2020

0348-SEW-ZZ-09-DR-L-501104 Rev 01 - received 07 Feb 2020

01659-SK_042 Rev E - received 14 Feb 2020

0348-SEW-ZZ-01-DR-L-501103 Rev 02 - received 07 Feb 2020

4120_003 Rev C - received 07 Feb 2020

SCHEDULE 2

Covenants by the Council

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

1. To issue the Planning Permission within ten (10) Working Days of completion of this Deed

2. To register this Deed in the Register of Local Land Charges

3. To apply each of the Contributions solely towards the purpose for which it has been paid to the Council or as may otherwise be agreed pursuant to the provisions of this Deed or otherwise

4. In the event that all or any part of any of the Contributions remains unspent ten (10) years after the date of receipt of such Contribution by the Council then the Council shall within one (1) month of any written request for repayment repay the relevant unspent sum to the person who paid the Contribution together with interest thereon (at the rate received by the Council for that sum for the whole of the period since the relevant Contribution was paid to the Council)

5. To confirm in writing that any relevant covenants, obligations and undertakings have been satisfied upon any of the Owner's covenants and undertakings herein being satisfied and upon receipt of a written request from the Owner

6. To observe and perform the obligations on the part of the Council set out in this Deed

SCHEDULE 3

Parking Permit Restrictions

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

1. Not to apply to the Council for a Parking Permit in respect of any Residential Unit nor to knowingly permit any owner or occupier of the Residential Unit to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Residential Unit it shall be surrendered to the Council within seven (7) days of written demand

2. That all sales and marketing literature for letting or sale of the Residential Units 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 Residential Units 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 Residential Unit):

   "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 4

Affordable Housing

Part 1 - Affordable Housing Delivery

1. The Owner covenants that:

1.1 Unless otherwise agreed by the Council in writing prior to Occupation of not more than 50% of the Open Market Housing Units the Owner shall construct and Practically Complete 100% of the Affordable Housing Units and shall grant a freehold interest or leasehold interest in each of the 36 Affordable Housing Units to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Property at the date of this Deed)

1.2 Unless otherwise agreed by the Council in writing not to Occupy more than 50% of the Open Market Housing Units unless and until:

1.2.1 100% of Affordable Housing Units have been constructed and Practically Completed and

1.2.2 a freehold interest or a long leasehold interest of at least 99 years in each of the 36 Affordable Housing Units has been granted to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Property at the date of this Deed) and the disposition to be with the benefit of:

(a) full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units

(b) full and free rights of the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains

1.3 The Owner shall procure that the Affordable Housing Units shall be built in accordance with the standards in the London Housing Design Guide

1.4 The Affordable Rented Housing Units and the London Affordable Rented Housing Units shall not be Occupied until such legal agreements have been entered into with the Council as the Council considers reasonably necessary relating to the nomination of tenants/owner/occupiers for those units and to secure that the Affordable Rented Housing Units and the London Affordable Rented Housing Units are retained as Affordable Housing in perpetuity which shall mean a nominations agreement between the Council and the Affordable Housing Provider of that unit or other such legal agreements as are reasonably required by the Council and agreed by the Affordable Housing Provider

1.5 Disposal to an Affordable Housing Provider shall be subject to a condition that the Affordable Housing Provider enters into such legal agreements as are reasonably required by the Council and agreed by the Affordable Housing Provider relating to the nomination of tenants/owner/occupiers for the Affordable Rented Housing Units and the London Affordable Rented Housing Units

1.6 The Owner or the Affordable Housing Provider where relevant shall pay the Council's reasonable and proper costs in dealing with any notices, enquiries or further agreements relating to paragraphs 1.4 to 1.6 of this Part 1 of Schedule 4

1.7 The total sum of the Affordable Housing Units to be constructed pursuant to this Part 1 of Schedule 4 and any Additional Affordable Housing Units required pursuant to Part 2 of Schedule 4 of this Deed shall not exceed the Affordable Housing Cap

2. **The Affordable Rented Housing Units**

2.1 The Affordable Rented Housing Units shall be provided by the Owner in accordance with the following unit size and mix:

Unit Size	Number of Units
3 bed	6

3. **The London Affordable Rented Housing Units**

3.1 The London Affordable Rented Housing Units shall be provided by the Owner in accordance with the following unit size mix and rent:

Unit Size	Number of Units	Weekly Rent on First Letting (exclusive of Service Charge)
3 bed	3	£178.05

3.2 The rents for the first and subsequent lettings of the London Affordable Rented Housing Units shall not exceed the relevant amounts set out in the table at paragraph 3.1 of this Part 1 of Schedule 4 subject to an annual increase or decrease of 1% (or such other rate of annual increase or decrease as may be required or permitted by statute from time to time) calculated from the date of first Occupation

4. Subject to Clause 13 of this Deed and paragraph 7 of this Part 1 of Schedule 4 the Owner shall not Occupy the Affordable Rented Housing Units or the London Affordable Rented Housing Units for any purpose other than for Affordable Rented Housing or London Affordable Rented Housing Units (as the case may be) for the lifetime of the Development

5. **Intermediate Housing units**

5.1 The Intermediate Housing units shall be provided by the Owner in accordance with the following unit size mix:

Unit Size	Number of Units
1 bed	10
2 bed	6
3 bed	11

5.2 Any Intermediate Housing units shall not be sold to any purchaser other than an Eligible Purchaser except where Staircasing applies and where a Shared Ownership Lessee has Staircased to 100 per cent equity

5.3 Subject to Clause 13 of this Deed and paragraph 7 of this Part 1 of Schedule 4 the Owner shall not Occupy the Shared Ownership Housing Units for any purpose other than for Shared Ownership Housing for the lifetime of the Development, save where a Shared Ownership Lessee has Staircased to 100 per cent equity in respect of any particular Shared Ownership Unit

6. **Service Charges**

6.1 The Owner covenants to procure that Service Charges applied in respect of the Affordable Housing Units shall:

6.1.1 be a fair and reasonable proportion of total housing costs payable by the Occupant of each Affordable Housing Unit

6.1.2 shall be minimised as far as reasonably practicable and

6.1.3 shall be limited to the costs of services provided (or to be provided) to the Affordable Housing Units

7. **Chargee in Possession**

7.1 In order to benefit from the protection granted by Clause 13 of this Deed a Chargee must:

(a) serve a Default Notice on the Council by delivery by hand to the Council's offices addressed to the Deputy Chief Executive and Director of Resident Services London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW between 8.45 am to 5.00 pm Monday to Friday or using first class registered post to the Council's offices at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW in either case addressed to Deputy Chief Executive and Director of Resident Services of the Council prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units

(b) when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units and

(c) subject to paragraph 7.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 7.3 below

7.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee

7.3 Not later than fifteen (15) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

(a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably))

(b) the price for the sale and purchase will be agreed in accordance with paragraph 7.4(b) below or determined in accordance with paragraph 7.5 below

(c) provided that the purchase price has been agreed in accordance with paragraph 7.4(b) below or determined in accordance with paragraph 7.5 below, but subject to paragraph 7.3(d) below, the Council (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period

(d) the Option will expire upon the earlier of:

(i) notification in writing by the Council (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and

(ii) the expiry of the Moratorium Period and

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

7.4 Following the service of the Intention Notice:

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

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

(i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in Schedule 4 and

(ii) (unless otherwise agreed in writing between the Council (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due

7.5 On the date falling ten (10) Working Days after service of the Intention Notice, if the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 7.4(b)(i) above:

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

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

(c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 7.4(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement

(d) the independent surveyor shall act as an expert and not as an arbitrator

(e) the fees and expenses of the independent surveyor are to be borne equally by the parties

(f) the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than fourteen (14) days after his/her appointment and in any event within the Moratorium Period and

(g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud)

7.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in paragraphs 1 to 6 of this Part 1 of Schedule 4 which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

(a) the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period

(b) the Council (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires or

(c) the Council (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option

7.7 The Council (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 7.1 to 7.6 above (inclusive)

Part 2 - Viability Reassessment

1 **Viability Review Trigger**

1.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess (acting reasonably)

whether Substantial Implementation has been achieved and whether it was achieved on or before Substantial Implementation Target Date

1.2 No later than ten (10) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before Substantial Implementation Target Date

1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Part 2 of Schedule 4, the Owner shall afford the Council access to the Property to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:

a) provide the Owner with reasonable written notice of its intention to carry out such an inspection

b) comply with relevant health and safety legislation and

c) at all times be accompanied by the Owner or its agent

1.4 No later than twenty (20) Working Days after the Council receives

a) notice pursuant to paragraph 1.1 of this Part 2 of Schedule 4 or

b) if the Council makes a request under paragraph 1.2 of this Part 2 of Schedule 4, the additional documentary evidence

the Council shall inspect the Property and thereafter provide written confirmation to the Owner within ten (10) Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date

1.5 In the event of a dispute between the Council and the Owner in respect of whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date Clause 10 shall apply

1.6 The Owner shall not Occupy the Development or any part thereof until:

a) it has been determined pursuant to paragraph 1 of this Part 2 of Schedule 4 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date

b) it has been determined pursuant to paragraph 3 of this Part 2 of Schedule 4 that no Additional Affordable Housing Units are required or

c) if it is determined pursuant to paragraph 3 of this Part 2 of Schedule 4 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved in respect of those Additional Affordable Housing Units

2 **Submission of Development Viability Information and Other Information**

Where Substantial Implementation has not occurred before the Substantial Implementation Target Date, as determined by the Council under paragraph 1.4 of this Part 2 of Schedule 4 or pursuant to Clause 10:

a) the Owner shall submit the following information no later than twenty (20) Working Days after the date of such determination, on the basis that the Council may make such information publicly available:

(i) the Development Viability Information for Formula 1a and Formula 2

(ii) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided and

(iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme and

b) paragraphs 3 and 4 of this Part 2 of Schedule 4 shall apply.

3 Assessment of Development Viability Information and Other Information

3.1 The Council shall assess the information submitted pursuant to paragraph 2 of this Part 2 of Schedule 4 and shall assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner and the Owner's reasonable representations in respect of such evidence being taken into account

3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part 2 of Schedule 4

3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within ten (10) Working Days of receiving the relevant request

3.4 Within twenty (20) Working Days of receipt by the Council of either the information referred to in paragraph 2(a) of this Part 2 of this Schedule 4 or (where required) the further Development Viability Information or supporting evidence provided by the Owner in accordance with paragraph 3.3 above, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved

3.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall, subject to paragraph 3.6 of this Part 2 of Schedule 4, provide an Additional Affordable Housing Scheme to the Council for written approval (such approval not to be unreasonably withheld or delayed) within twenty (20) Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 of this Part 2 of Schedule 4

3.6 In the event of a dispute between the Council and the Owner in respect of the Council's assessment pursuant to paragraph 3.4 or paragraph 3.5 of this Part 2 of Schedule 4 Clause 10 shall apply

3.7 Where it is determined that:

a) a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2 or

b) a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2

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

3.8 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 and (if applicable) paragraph 3.3 of this Part 2 of Schedule 4, including those of the External Consultant, within twenty (20) Working Days of receipt of a written request for payment (provided that such request shall be accompanied by a breakdown of the costs incurred, together with a supporting narrative)

4 Delivery of Additional Affordable Housing

4.1 Where it is determined that one or more Additional Affordable Housing Units are required, the Owner shall not Occupy more than sixty five per cent (65%) of the Open Market Housing Units unless and until it has:

a) Practically Completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation and

b) paid any remaining surplus profit pursuant to paragraph 3.7 of this Part 2 of Schedule 4 to the Council towards the delivery of offsite Affordable Housing within the Authority's Area

5 Public Subsidy

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

6 Monitoring

6.1 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

6.2 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):

a) the approval of an Additional Affordable Housing Scheme pursuant to paragraph 3 of this Part 2 of Schedule 4 or, if it is determined that an Additional Affordable Housing Scheme is not required, the date of such determination

b) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any)

c) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room

d) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.7 of this Part 2 of Schedule 4

ANNEX TO SCHEDULE 4

Formula 1a

Surplus profit available for additional on-site Affordable Housing:

"Surplus profit" = ((A – B) – (D – E)) - P

Where:

A = Estimated GDV for private residential component of the residential development as determined at the time of review (£)

B = A ÷ (C + 1) Assumed application stage GDV for private residential component at the date of planning permission (£)

C = Percentage change in value for the private residential component of the development from grant of planning permission to review date (Land Registry House Price Index ("***HPI***") for Hillingdon) (%)

Calculated by (HPI at review – HPI at grant of planning permission) divided by HPI at grant of permission as a percentage.

Example – If HPI is 345 at date of review and HPI was 275 at date of planning permission, C = 345 – 275 = 70; 70 / 275 = 25.45%

D = Estimated Build Costs as determined at the time of review (£)

E = D ÷ (F + 1) Assumed application stage build costs at the date of planning permission (£)

F = Percentage change in build costs from grant of planning permission to review (by reference to BCIS All-in Tender Index ("***BCIS TPI***") (%))

Calculated by (BCIS TPI at review – BCIS TPI at grant of planning permission) divided by BCIS TPI at grant of planning permission as a percentage

Example – If BCIS TPI is 345 at date of review and TPI was 275 at date of permission, F = 345 – 275 = 70; 70 / 275 = 25.45%

P = (A – B) x Y Owner profit on change in GDV of private residential component (£)

Y = 17.5% Owner profit as a percentage of GDV for the private residential component as determined as part of the review (%)

Notes:

(A – B) = Change in GDV of the private residential component of development from the date of planning permission to the date of review (£)

(D – E) = Change in build costs from the date of planning permission to the date of review (£)

Formula 2

To determine the amount of floorspace which can be converted into Additional Affordable Housing of which:

X = Additional London Affordable Rented Housing requirement (Habitable Rooms)

X = ((E x F) ÷ (A – B)) ÷ D

Y = Additional Intermediate Housing requirement (Habitable Rooms)

Y = ((E x G) ÷ (A – C)) ÷ D

Where:

A = Average Open Market Housing Value (£ per m^2)

B = Average Low Cost Rent Housing Value (£ per m^2)

C = Average Intermediate Housing Value (£ per m^2)

and in the case of B and C the average values are to be based on the gross receipts due to the Leasehold Owner on the disposal of the Affordable Housing Units adopting the contracted purchase prices of the Intermediate Housing and the London Affordable Rented Housing and the Affordable Rented Housing and in respect of any Affordable Housing Units that have not been disposed of and are not subject to a contract for sale, adopting the market value for the units at the date of the Review which shall include the sums payable under any building contract for the Affordable Housing Units between the Leasehold Owner and the purchaser of such units

D = Average Habitable Room size for the scheme (m^2) which is 22.9 m^2

E = Surplus profit available for Additional Affordable Housing (as determined in Formula 1a (£))

F = 70%

G = 30%

SCHEDULE 5

CONSTRUCTION TRAINING SCHEME

The Owner hereby covenants 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 the obligations in Schedule 5 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 Schedule 5 and the Owner's commitment to ensuring that the obligations contained in Schedule 5 are complied with

4. Prior to Commencement of Development the Owner and the Council shall agree the Co-ordinator Costs (if any)

5. Prior to Commencement of 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 Schedule 5 have been complied with

7. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution in writing. 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 in writing

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 of Schedule 5 shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training

Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of 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)

10.2 in the event of Significant Under-Performance which has not been remedied under paragraph 7 of Schedule 5 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 of Schedule 5

SCHEDULE 6

Part 1 – Air Quality Mitigation

1. The Owner shall pay to the Council the Air Quality Contribution prior to Commencement of Development

2. The Owner shall not Commence or cause or allow or permit Commencement of Development until the Air Quality Contribution is paid in full to the Council

Part 2 – Carbon Off-Set Contribution

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

1. Where the report submitted pursuant to condition 7 of the Planning Permission does not show compliance with the Carbon Dioxide Emissions Target the Owner and the Council shall agree the amount of the Carbon Off-Set Contribution before the discharge by the Council of condition 7 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 of this Part 2 of Schedule 6

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 of this Part 2 of Schedule 6 is paid

SCHEDULE 7

Residential Travel Plan

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

1. Not to Occupy the Residential Units until the Residential Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

2. The Residential 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 Residential Travel Plan

   2.2. the length of the monitoring period for the Residential Travel Plan which shall not be less than the Residential Travel Plan Monitoring Period

   2.3. a timetable for the preparation, implementation, monitoring and review (within the Residential Travel Plan Monitoring Period) of all stages of the Residential 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 assessing achievement of Targets

3. The Residential 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 Residential Units

4. To procure the funding and implementation of the Residential Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Residential Travel Plan for the Residential Travel Plan Monitoring Period

5. The Owner shall not Occupy any part of the Residential Units until a Residential Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Residential 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 any Monitoring survey and auditing and any remuneration and expenses payable to the Residential Travel Plan Co-ordinator and the Auditor

7. In the event that the Residential 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 Residential Travel Plan Co-ordinator as soon as reasonably practicable

8. Following approval of the Residential Travel Plan of the Development the Residential Travel Plan Co-ordinator shall monitor and review the Residential Travel Plan for a period of not less than the Residential Travel Plan Monitoring Period including undertaking the following:

   8.1. within twenty eight (28) days of the first Occupation of the Residential Units to provide written details of the Residential Travel Plan to all new Occupiers of the Residential Units

8.2. to use reasonable endeavours to ensure that Residents/Users of the Residential Units comply with the Residential 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 Residential Units and thereafter to undertake an annual review of the Residential Travel Plan and provide a written report within twenty eight (28) days of the review to the Council

8.4. to supply the Council with a statistical summary of the modes of transport used by Residents/Users disclosed by any Monitoring surveys or copies of any questionnaires completed by Residents/Users

8.5. to secure that the results of each Monitoring survey 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 Residential Travel Plan within twenty eight (28) days of such recommendation being made by the Council

10. Prior to Occupation of the Residential Units the Owner shall provide a Residential Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring survey and reporting obligations, or the achievement of Targets as contained in the Residential Travel Plan

11. The Council shall not be entitled to drawdown (or access, as applicable) any of the Residential 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 Residential Travel Plan, within the timetable specified in the Residential Travel Plan or failure to achieve Targets and the Council shall only be entitled to drawdown (or access, as applicable) any of the Residential Travel Plan Bond as is necessary in order to cover the reasonable cost the Council incurs in carrying out the said Residential Travel Plan Monitoring surveys or implementing measures to achieve compliance with the aims of the Residential Travel Plan, to include implementing measures to achieve Targets

12. The Residential Travel Plan Bond shall be released in full (or returned in full to the Owner, as applicable) following the expiration of the Residential Travel Plan Monitoring Period

SCHEDULE 8

Project Management and Monitoring Sum

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development to pay to the Council the Project Management and Monitoring Sum and

2. Not to Commence or cause or allow or permit to be Commenced, any part of the Development before the Project Management and Monitoring Sum is paid to the Council

SCHEDULE 9

Car Club Membership

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

1 Prior to first Occupation of the Residential Units the Owner shall use reasonable endeavours to reach agreement with a Car Club Operator providing for Car Club Membership ("the Car Club Scheme") and submit the Car Club Scheme to the Council for written approval.

2 The Residential Units shall not be Occupied unless and until the Car Club Scheme has been approved in writing by the Council (such written approval not to be unreasonably withheld or delayed) and implemented by the Owner.

3 The Owner shall procure the establishment and promotion of a Car Club on the Site in accordance with the Car Club Scheme and the Residential Units shall not be Occupied unless and until a Car Club Scheme has been established with at least two (2) car parking spaces reserved for use in connection with the Car Club Scheme for the lifetime of the Development. The Owner shall obtain written approval from the Council (such written approval not to be unreasonably withheld or delayed) as to the location of those two (2) car parking spaces on the Property.

4 To provide one Occupant only of each Residential Unit to be first Occupied three years free membership of a Car Club commencing from the date of their Occupation.

5 To offer one Occupant only of each Residential Unit to be first Occupied £50 towards their Car Club account.

6 If prior to first Occupation of the Residential Units the Owner provides satisfactory written evidence to the Council that despite using reasonable endeavours there is no demand from a Car Club Operator for a Car Club Scheme, then the preceding provisions shall no longer apply and:-

a. the Owner shall contact a Car Club Operator in writing once every 6 months for a period of 2 years from the date of provision of written evidence to the Council pursuant to this paragraph 6 to determine whether there is demand for a Car Club Scheme;

b. if there is demand for a Car Club Scheme the Owner shall use reasonable endeavours to procure the establishment of the Car Club Scheme agreed with the Council within 3 months from the date that the Car Club Operator informs the Owner that there is demand for a Car Club Scheme (or within such longer period of time as may be agreed between the Owner and the Council);

c. if the Owner provides satisfactory written evidence to the Council that despite using its reasonable endeavours to reach agreement with a Car Club operator for a Car Club Scheme there is no demand from a Car Club Operator for a Car Club Scheme at the end of the 2 year period referred to in paragraph 6a above, the Owner shall be under no further obligations under this Schedule 9 and the two car parking spaces can be used for commercial or residential parking use.

SCHEDULE 10

Part One

Updated Site Wide Car Parking Management Plan

1. Subject to paragraph 2 of this Part 1 of Schedule 10 the Leasehold Owner shall use reasonable endeavours (evidenced in writing) to provide to the Council prior to first Occupation of the Development the Updated Site Wide Car Parking Management Plan which includes:

   1.1 the position, at the time the plan is submitted, of the parking allocation on The Old Vinyl Factory Site based on an up to date occupancy survey and

   1.2 a justification as to why the Development will be in accordance with The Old Vinyl Factory Site car parking management plan approved under reference 59872/APP/2013/3775

   In the event that the Leasehold Owner can provide satisfactory evidence to the Council in writing that despite using its reasonable endeavours it is unable to provide the information at paragraphs 1.1 and 1.2 above then the obligation in this paragraph 1 on the Leasehold Owner of this Part 1 of Schedule 10 shall no longer apply.

2. The Freehold Owner shall co-operate and assist the Leasehold Owner to provide the information required pursuant to paragraph 1.1 and 1.2 of this Part 1 of Schedule 10

Part Two

Blue Badge Parking Review

1. One (1) year after the final Occupation of the Development the Owner shall carry out an initial survey of the requirement for blue badge parking spaces on the Property and provide the results in writing within twenty eight (28) days of that survey to the Council

2. Each year for five (5) years the Owner shall thereafter undertake an annual Blue Badge Parking Review of the requirement for the blue badge parking spaces on the Property and provide a written report within twenty eight (28) days of this survey to the Council

Part Three

Playspace Strategy

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development the Playspace Strategy shall be submitted to and approved in writing by the Council (such written approval not to be unreasonably withheld or delayed)

2. The Owner shall have regard to any reasonable recommendations made by the Council as to further requirements that should be included in the Playspace Strategy

3. To implement the approved Playspace Strategy and to observe and perform or procure the observance and performance of the requirements, objectives, recommendations and principles of the Playspace Strategy for the lifetime of the Development

4. To provide the playspace at roof level in accordance with the approved Playspace Strategy prior to Practical Completion of 100 Residential Units and not to Practically

Complete more than 100 Residential Units until the playspace at roof level has been provided in accordance with the Playspace Strategy or the Owner has paid to the Council the Playspace Strategy Contribution

SCHEDULE 11

SANTANDER BIKE SCHEME CONTRIBUTION

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

1 Prior to Commencement of Development to pay to the Council the Santander Bike Scheme Contribution and

2 Not to Commence or cause or allow or permit Commencement of Development before the Santander Bike Scheme Contribution has been paid

SCHEDULE 12

EXTERNAL AMENITY SPACE CONTRIBUTION

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

1 Prior to Commencement of Development to pay to the Council the External Amenity Space Contribution and

2 Not to Commence or cause or allow or permit Commencement of Development before the External Amenity Space Contribution has been paid

SCHEDULE 13

THE GRAND UNION CANAL QUIETWAY CONTRIBUTION

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

1 Prior to Commencement of Development to pay to the Council the Grand Union Canal Quiet Way Contribution and

2 Not to Commence or cause or allow or permit Commencement of Development before the Grand Union Canal Quiet Way Contribution has been paid

SCHEDULE 14

THE PUBLIC REALM CONNECTIVITY CONTRIBUTION

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

1 Prior to Commencement of Development to pay to the Council the Public Realm Connectivity Contribution and

2 Not to Commence or cause or allow or permit Commencement of Development before the Public Realm Connectivity Contribution has been paid

SCHEDULE 15

OFF-SITE OPEN SPACE CONTRIBUTION

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

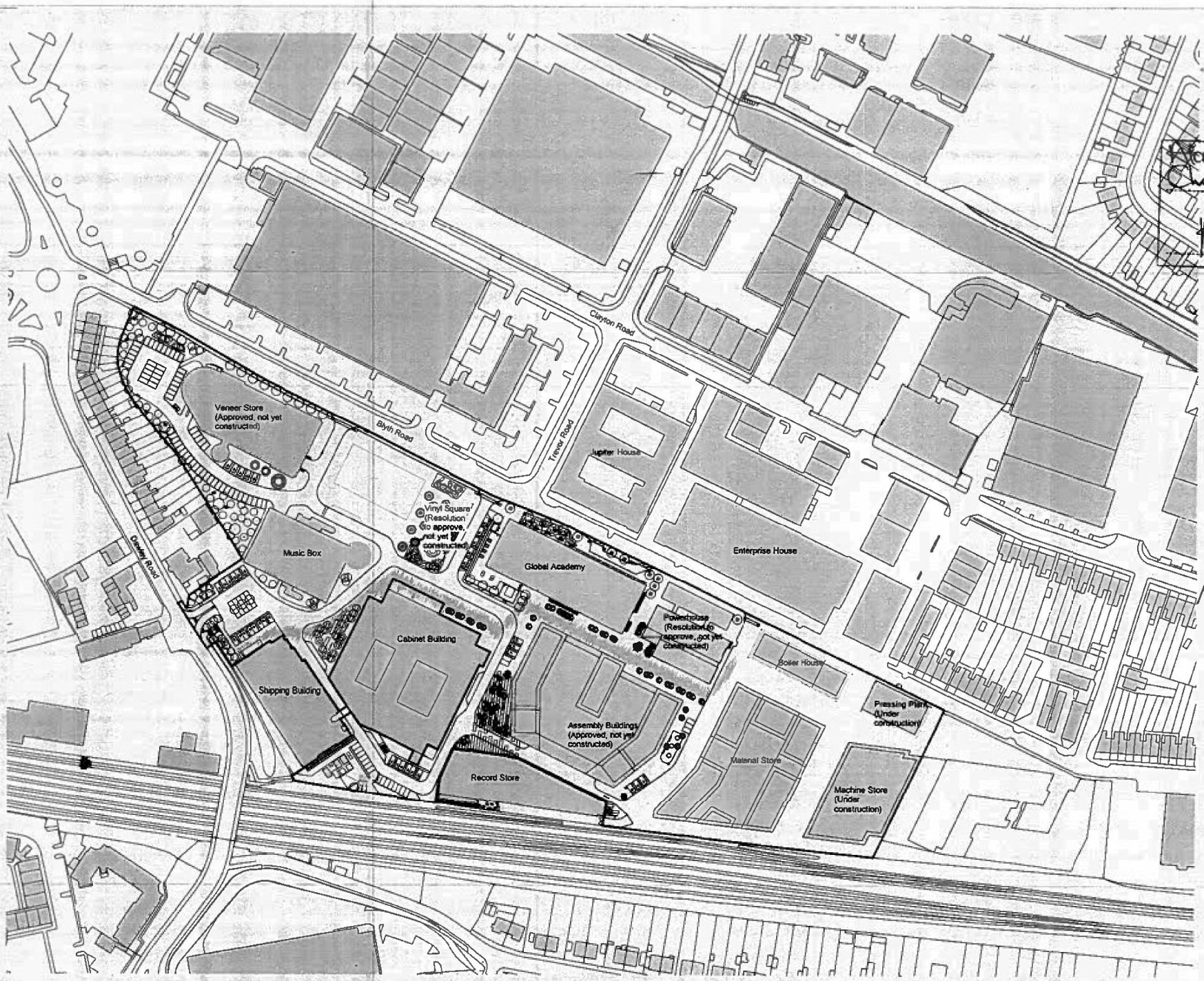
1 Prior to Commencement of Development to pay to the Council the Off-Site Open Space Contribution and

2 Not to Commence or cause or allow or permit Commencement of Development before the Off-Site Open Space Contribution has been paid

APPENDIX 1

S106 PLANS

Plan 1	The Old Vinyl Factory
Plan 2	The Property
Plan 3	Affordable Housing Location Plan



MEMBER OF THE COUNCIL

AUTHORISED OFFICER

For Information

Joseph Homes.

jtp

1 Vinyl Square, Old Vinyl Factory

The Old Vinyl Factory Masterplan Site

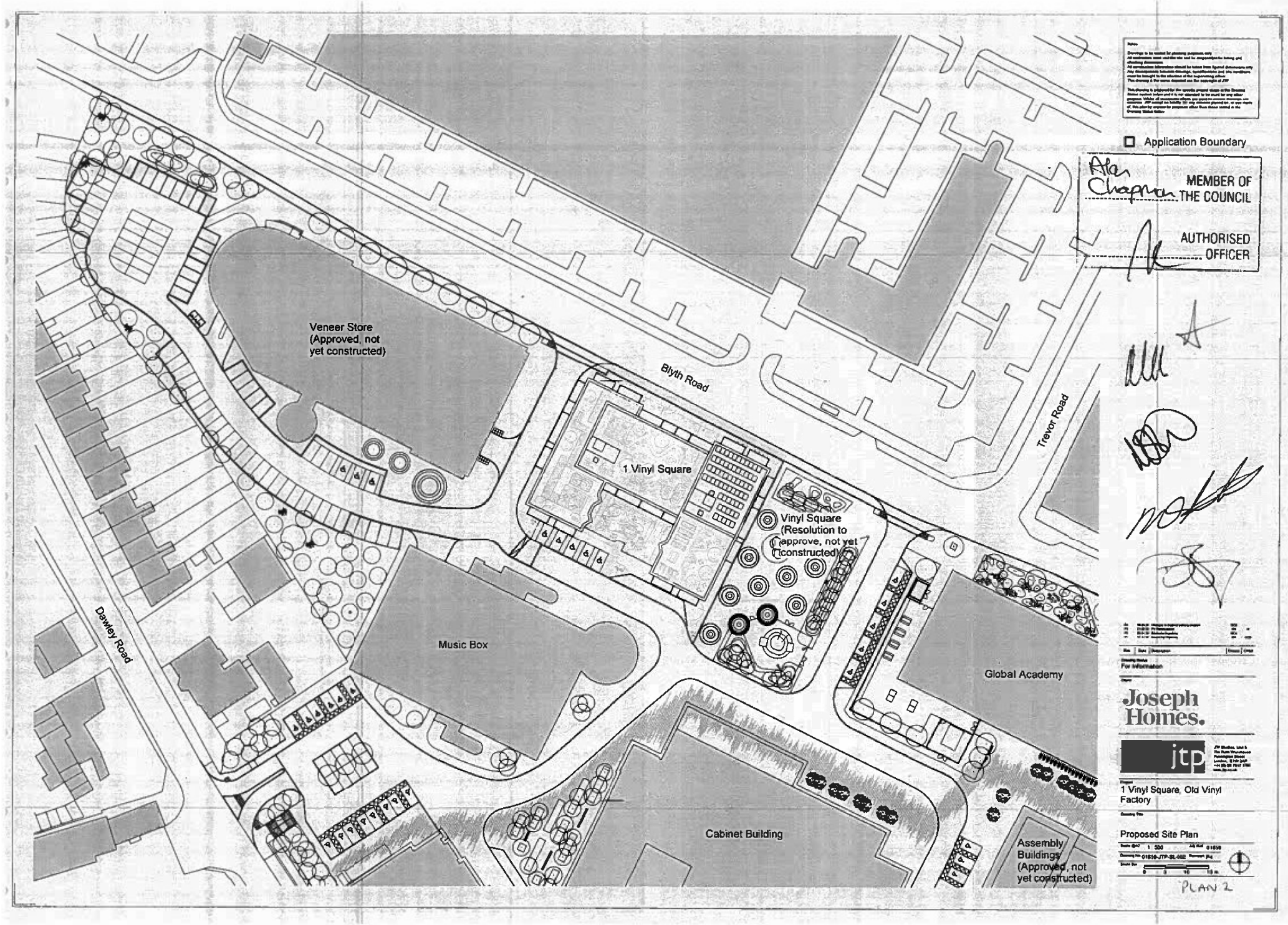
1 : 250

01859

01859-JTP-SK-071

0 10 20 30 m

PLAN 1



Application Boundary

Alan Chapman MEMBER OF THE COUNCIL

AUTHORISED OFFICER

For Information

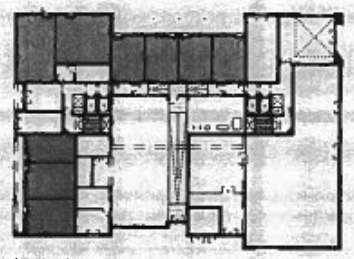
Joseph Homes.

jtp

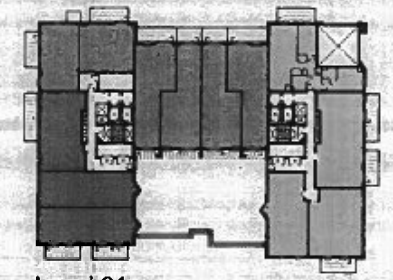
1 Vinyl Square, Old Vinyl Factory

Proposed Site Plan

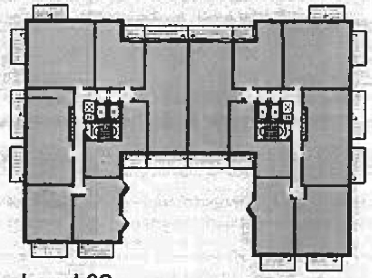
PLAN 2



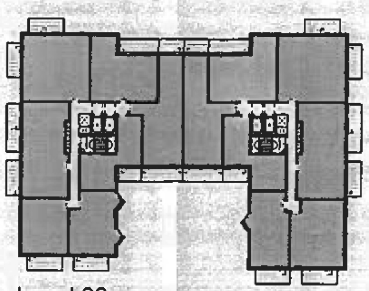
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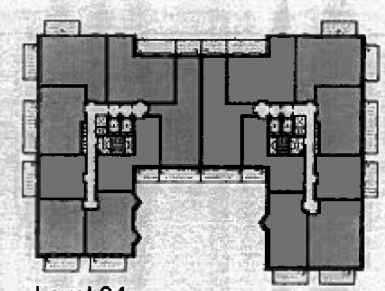
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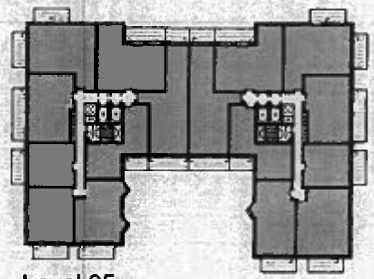
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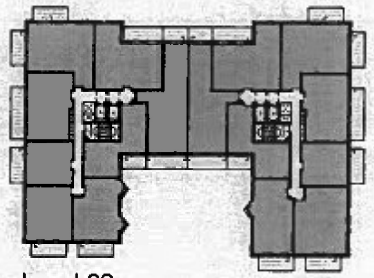
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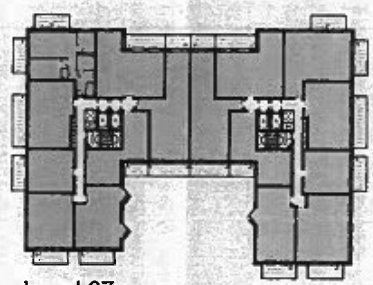
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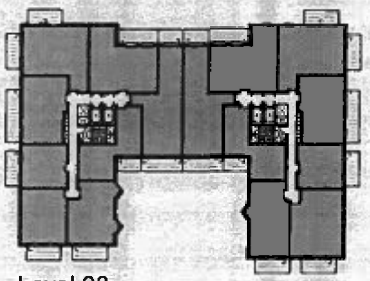
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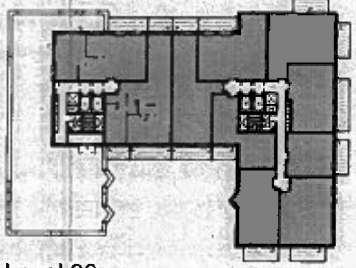
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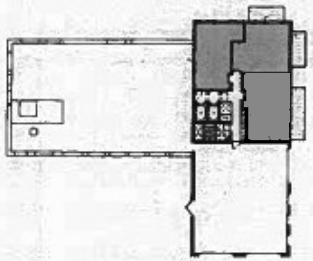
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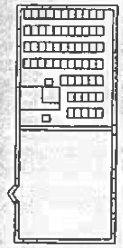
Level 08



Level 09



Level 10



Level 11

Notes

Drawings to be marked for planning purposes only
All measurements must be checked on site and are responsible for taking and checking dimensions.
All measurements should be taken from figured dimensions only
Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the supervising officer.
This drawing & the works depicted are the copyright of JTP.

This drawing is prepared for the specific purpose stage in the Planning Status noted below and may not be used for any other purpose. Whilst all reasonable efforts are used to ensure drawings are accurate, JTP accept no liability for any reliance placed on, or decisions made on, this plan for purposes other than those stated in the Drawing Status below.

All Plan
Low
Boundaries
Places

MEMBER OF THE COUNCIL

AUTHORISED OFFICER

Rev	Date	Description	Check	Chkd

Drawing Status
For Information

Client
Joseph Homes.

jtp

JTP Studios, Unit 6 The Rum Warehouse Pennington Street London, E1W 2AP +44 (0) 20 7017 1780 www.jtp.net.uk

Project
1 Vinyl Square, Old Vinyl Factory

Drawing Title
Strategy Plans
Affordable Housing Location Plan

Scale @A3 1 : 500 A0 Ref. 01658
Drawing No. SK_070 Revision -

North Bar
0 5 10 15 m

PLAN 3

APPENDIX 2

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

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)

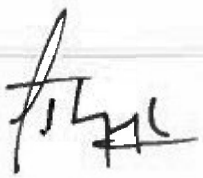
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

_____ YES/NO

EXECUTED AS A DEED by the parties hereto but not delivered until the day and year first above written

Executed as a **Deed** by)

JH Veneer Limited acting by a director)
in the presence of:)

sign here: 

Director

print name: JOSEPH RAJAH

In the presence of:

Witness signature:

Witness sign here: 

Witness name:

print name: CRAIG CARSON

Witness address:

6 TALEWORTH PARK

ASHTEAD

KT21 2NH

Witness occupation:

DEVELOPMENT DIRECTOR

EXECUTED as a **Deed** by

PURPLEXED LLP acting by

Two members

Signature.....

Member... For and on behalf of Deedhaven Ltd

Print Name (in BLOCK CAPITALS) ... MARCUS SHEPHERD

Signature.....

Member... FOR AND ON BEHALF OF UCI (PROJECTS) LTD

Print Name (in BLOCK CAPITALS) .....

425637

THE COMMON SEAL of the

MAYOR AND BURGESSES OF THE

LONDON BOROUGH OF HILLINGDON

was duly affixed to this Deed

in the presence of:-

MEMBER OF THE COUNCIL... Alan Chapman

AUTHORISED OFFICER.....

EXECUTED as a **Deed** by

BOND STREET INVESTMENTS LIMITED acting by

sign here: _____

Director

print name: MARK N L MORGAN

In the presence of:

Witness signature:

Witness sign here: C. Kelly

Witness name:

print name: CAROLINE EVANS

Witness address:

204 BUNYAN COURT
BARBICAN C
LONDON
EC2Y 8DH

Witness occupation:

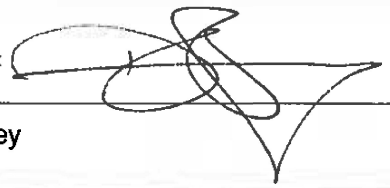
PA

EXECUTED as a **Deed** by

LENDINVEST SECURITY TRUSTEES LIMITED acting by

an Attorney pursuant to a Power of Attorney dated

19 December 2019

sign here: 

Attorney

print name: DANIEL UNDERWOOD

In the presence of:

Witness signature:

Witness sign here: 

Witness name:

print name: SARAH WHITTINGTON-UNDERWOOD

Witness address:

C/O LENDINVEST
8 MORTIMER ST
LONDON
W1T 3JJ

Witness occupation:

SENIOR CREDIT OFFICER