

DATED

5th April

2024

WRENBRIDGE (FRELD HAYES) LLP

and

THE LONDON BOROUGH OF HILLINGDON

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

RELATING TO THE DEVELOPMENT OF LAND AT

**Land at Ainscough Cranes,
Unit 84,
Hayes Industrial Park
Swallowfield Way**

PLANNING APPLICATION NUMBER:

63099/APP/2023/1608

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/022497

THIS PLANNING OBLIGATION BY DEED is dated 5th April 2024
and is made BETWEEN:

1. **WRENBRIDGE (FRELD HAYES) LLP** (Co. Regn. No. OC444408) Third Floor, Queensbury House, 3 Old Burlington Street, London, W1S 3AE ("the Owner");
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Land registered under Title Number AGL54398 and AGL54981 at the Land Registry.
- C On 31 May 2023, the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Site pursuant to the Planning Permission.
- E The Council resolved at its Major Applications Planning Committee meeting on 6 December 2023 to delegate authority to determine the Planning Application to the Director of Planning, Regeneration & Environment subject to the prior completion of this Agreement.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1. INTERPRETATION

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

“1980 Act”	means the Highways Act 1980 (as amended);
“1990 Act”	means the Town and Country Planning Act 1990 (as amended);
“Active Travel Healthy Streets Contribution”	means a financial contribution in the sum of £70,800.00 towards Active Travel Healthy Streets in accordance with Schedule 1 of this Deed;
“Air Quality Contribution”	means the Indexed sum of £598,531.00 in Schedule 2 as a contribution or contributions towards the implementation of air quality improvement measures included in the LBH Air Quality Local Action Plan date 2019 – 2024
“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 the Monitoring;
“Authority's Area”	means the administrative area of the Council;
“Commencement of Development”	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: <ul style="list-style-type: none"> - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations, and Commence and Commenced shall be construed accordingly;
“Construction Training Contribution”	means the Index Linked sum calculated in accordance with the Planning Obligations Supplementary Planning Document (10 th July 2014) and to be provided in accordance with Schedule and equating to: <ol style="list-style-type: none"> (i) the Training Costs plus (ii) 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;
"Construction Training Scheme"	<p>means a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by the Owner to fund, arrange and/or provide construction training for workers and/or potential workers for the Development;</p> <p>This scheme referred to in Schedule 4 shall be delivered in accordance with the construction training formula as set out page 40 of the Council's Planning Obligations Supplementary Planning Document (10th July 2014) (in terms of waged construction training places); Details shall be in accordance with the Council Planning Obligations Supplementary Planning Document with the preference being for an in-kind scheme to be delivered, in accordance with Schedule 4 of this Deed;</p>
"Contributions"	means the Active Travel Healthy Streets Contribution, Air Quality Contribution, the Off-Site Carbon Offset Contribution, the Construction Training Contribution;
"Co-ordinator Costs"	<p>means: the amount to be calculated in accordance with the Council's Supplementary Planning Document July 2014 as follows</p> <p>a) a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or,</p> <p>b) in the event that the Construction Training Contribution is paid in lieu of implementing the Construction Training Scheme, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document (10th July 2014) "Co-ordinator Costs" to be agreed but is assumed as: <i>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. The length of the post would depend on the length of period of placements would be required to the development.</i></p>

“Director of Planning Regeneration and Environment”	means the Council’s Director of Planning Regeneration and Environment;
“Development”	means the development of the Site pursuant to the Planning Permission;
“Energy Strategy”	<p>means the updated Energy Strategy to be submitted to the Council in accordance with condition 24 of the Planning Permission to provide the following:</p> <p>The Energy Strategy shall meet the requirements of Policy SI2 of the London Plan (2021) and the GLA Energy Assessment Guidance (April 2020 or as amended) and demonstrate that the development will secure the 100% on-site saving in CO2 emissions from the regulated energy load in accordance with the Energy Strategy. The development must proceed in accordance with the approved reporting structure and the Off-Site Carbon Offset Contribution will be payable where the on-site carbon offset target has not been achieved;</p>
“Form PO1”	means the form in the substantial format attached at Appendix 1;
“Highway Agreement”	means the highway agreement to be entered into between the Owner and the Council under Section 38 and/or Section 278 of the Highways Act 1980 to secure the Highway Works in accordance with Schedule 5 of this Deed;
“Highway Works”	means the highway works to be carried out by the Owner to include (but not limited to) dropped kerb with tactile paving extending the footway around the eastern side of the bell mouth site entrance, signing and lining as set out in Schedule 5 of this Agreement and shown the attached plan at Appendix 4;
“Index Linked”	means the application of the formula provided at clause 15;
“Lease”	means a lease dated 4 May 2023 between Ainscough Crane Hire Limited and the Owner;
“Leaseholder”	means the leaseholder pursuant to the Lease being Ainscough Crane Hire Limited;
‘Monitoring’	means a survey of employees /users, being persons making the journey to/from the Development, using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by such persons (or any alternative method of achieving that object approved in writing by the Council from time to time);
“Monitoring Period”	means the period of up to a maximum of five (5) years beginning on Occupation of the Development;

“Occupied”	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;
“Off-Site Carbon Offset Contribution”	means the Index Linked contribution towards the Council's off-site carbon offset fund payable where there is a carbon shortfall in the on-site mitigation provided in the Energy Strategy ;
“Planning Application”	means the application for planning permission for the demolition of existing structures and redevelopment for Use Classes E(g)(iii), B2 and B8 (applied flexibly) including hard and soft landscaping, servicing and associated works under the Council's reference number 63099/APP/2023/1608;
“Planning Permission”	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3;
“Planning Reference”	means planning reference 63099/APP/2023/1608;
“Project Management and Monitoring Fee”	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement as required by the Council's Supplementary Planning Document July 2014;
“Significant Under-Performance”	means delivery of less than fifty percent (50%) of the total outputs specified in the Construction Training Scheme;
“Site”	means the property known as Land at Ainscough Cranes, Unit 84, Hayes Industrial Park, Swallowfield Way and shown for identification purposes only edged red on the plan at Appendix 2;
“Specified Date”	means the date upon which an obligation arising under this Agreement is due to be performed;
“Targets”	means for targets for achieving a decrease in the proportion of persons travelling to and from the Development by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Development;

“Training Costs”	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document adopted July 2014 “£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”	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Development other than by the driver only private car in accordance with Schedule 6 and the Council’s Supplementary Planning Document Planning Obligations July 2014
“Travel Plan Co-ordinator”	means the person or persons to be appointed by the Owner to act as co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
“Working Day”	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
 - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
 - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 references to any party in this Agreement include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the Highways Act 1980;
- 1.2.11 "including" means "including, without limitation";
- 1.2.12 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.13 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;
- 1.2.14 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.15 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

2 LEGAL BASIS

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990

Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

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

3 CONDITIONALITY

3.1 Unless otherwise stated, the obligations contained in the Schedules to this Agreement are subject to and conditional upon the grant of Planning Permission and Commencement of Development; and

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

4 MISCELLANEOUS

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

4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.

4.4 Nothing in this Agreement shall be construed as a grant of planning permission.

4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other

obligations contained in this Agreement after it shall have parted with its entire interest in the Site (or in the event of a disposal of part against the part disposed of) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.7 The obligations in this Agreement shall not be binding or enforceable against:
 - 4.7.1 an individual owner or occupier of a individual unit forming part of the Development (or their mortgagee or chargee); or
 - 4.7.2 any statutory undertakers/utilities providers who acquire an interest in the Land for purposes solely related to their rights, powers, duties and functions as statutory undertakers/utilities providers.
- 4.8 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.9 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.10 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.11 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

5 THE OWNER'S PLANNING OBLIGATIONS

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

6 COSTS

- 6.1 The Owner hereby covenants with the Council that on completion of this Agreement it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Agreement.
- 6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

7 REGISTRATION OF AGREEMENT

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

8. RIGHT OF ACCESS

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

9. ARBITRATION

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

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

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

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

9.1.4 the seat of the arbitration shall be London

10. THIRD PARTIES

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

11. NOTICES

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

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

a) Director of Planning Regeneration and Environment, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and

b) The Freehold Owner at Third Floor, Queensbury House, 3 Old Burlington Street, London, W1S 3AE

12. FORM PO1

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

13. CHANGE IN OWNERSHIP

Otherwise than in relation to transfers to utility companies and the sale, lease, transfer, mortgage or other disposal of an individual unit forming part of the Development, the Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Land occurring before all of the obligations under this Agreement have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

14. CONTRIBUTIONS

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

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

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

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

15. INDEXATION

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

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

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

16. INTEREST

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

17. VAT

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

18. JURISDICTION

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

19. MORTGAGEE'S CONSENT

- 19.1 A mortgagee or chargee with a charge over the Land or part of the Land created after the date of this Agreement shall have no liability under this Agreement unless it takes possession of the Land or part thereof or it becomes a mortgagee or chargee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

20. THIRD PARTY IMPLEMENTATION

- 20.1 Prior to Commencement of Development the Owner shall ensure that the Lease has come to an end (howsoever terminated).
- 20.2 The Owner shall notify the Council within 10 working days of the Lease coming to an end pursuant to clause 20.1.
- 20.3 In the event that the Leaseholder carries out or procures Commencement of Development the Owner shall observe and perform the covenants restrictions and undertakings contained in this Agreement.

20.4 If any person other than the Owner Commences Development or carries out or procures Commencement of Development the Owner shall use all reasonable endeavours to prevent any further works pursuant to the Development being carried out by such other person.

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

SCHEDULE 1

ACTIVE TRAVEL HEALTHY STREETS CONTRIBUTION

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

- 1 Prior to Commencement of Development to pay to the Council the Active Travel Zone Contribution; and
- 2 There shall be no Commencement of Development until the Active Travel Zone Contribution has been paid to the Council.

SCHEDULE 2

AIR QUALITY CONTRIBUTION

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

- 1 Prior to Commencement of Development to pay to the Council 50% of the Air Quality Contribution (being £299,265.50) ;
- 2 There shall be no Commencement of Development until 50% of the Air Quality Contribution has been paid to the Council pursuant to paragraph 1 of this Schedule.
- 3 Prior to Occupation of the Development to pay to the Council 50% of the Air Quality Contribution (being £299,265.50); and
- 4 There shall be no Occupation of the Development until the Air Quality Contribution has been paid to the Council in full.

SCHEDULE 3

OFF-SITE CARBON OFFSET CONTRIBUTION

Owner's Covenants

1. In accordance with London Plan (Policy SI2) where the on-site 100% (Regulated zero carbon / EPC A+) target for the Development is not achieved in the Energy Strategy in condition 24 of the Planning Permission the Owner covenants to pay to the Council the Off-Site Carbon Offset Contribution towards the Council's carbon offset fund.
2. The Off-Site Carbon Offset Contribution shall be calculated at £95/tCO₂ annualised over 30 years (i.e. shortfall x 30 x 95 = £contribution).
3. The Off-Site Carbon Offset Contribution shall be paid by the Owner to the Council prior to the Commencement of Development.

Council Covenants

4. The Council covenants to confirm in writing to the Owner if the Off-Site Carbon Offset Contribution is required by paragraph 1 of this Schedule 3.

SCHEDULE 4
CONSTRUCTION TRAINING SCHEME

The Owner hereby covenants and agrees 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 the 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 this Schedule are met.
- 3 The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule 4 and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
- 4 Prior to Commencement of Development the Owner and the Council shall agree any Co-ordinator Costs.
- 5 Prior to Commencement of Development the Owner shall pay any agreed Co-ordinator Costs to the Council.
- 6 Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 - 5 of this Schedule have been complied with.
- 7 In the event of Significant Under-Performance, the Council reserves the right to request the Construction Training Contribution. The Owner will have a period of not less than twenty eight (28) days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) days delivery rises to fifty percent (50%) or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.
- 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 has been paid to the Council.

Construction Training Contribution in lieu

- 9 The Construction Training Scheme will not be required and the obligations within paragraphs 1 – 8 (inclusive) of this Schedule 4 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:

- 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 that approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
- 10.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
- 10.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

SCHEDULE 5
HIGHWAY WORKS

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

1. To enter into the Highway Agreement for the Highway Works prior to commencing the Highways Works.
2. Not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Works have been completed to the satisfaction of the Council.
3. To provide the scope and specification of any Highway Works to the Council prior to the commencement of the Highways Works for approval in writing, this shall include any associated works, studies, audits or modelling.
4. To be responsible for the full costs of the Highway Works including any traffic orders the Council seeks to make which are necessary to implement the Highway Works, whether or not such orders are successfully made.
5. Prior to the completion of the Highways Agreement the Owner shall pay the Council's reasonable and proper legal costs in entering into the Highway Agreement.
6. The Highway Works shall include (but not be limited to):
 - 6.1. Dropped Kerb with tactile paving extending the footway around the eastern side of the bell mouth entrance (if required during detailed design); and
 - 6.2. Signing and lining

as shown for illustrative purposes only on the Highways Works Plan attached to this Agreement at Appendix 4.

SCHEDULE 6
TRAVEL PLAN

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

- 1 Not to Occupy the Development until the Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
- 2 The Travel Plan shall include as a minimum:
 - 2.1 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
 - 2.2 The length of the monitoring period for the Travel Plan which shall not be less than the Monitoring Period;
 - 2.3 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Travel Plan;
 - 2.4 The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
 - 2.5 The Targets.
- 3 The Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Development.
- 4 To procure the funding and implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Travel Plan for the Monitoring Period.
- 5 The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Travel Plan Co-ordinator have been supplied to the Council and TfL.
- 6 The Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Travel Plan Co-ordinator and the Auditor.
- 7 In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.
- 8 Following approval of the Travel Plan for the Development the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period including undertaking the following:

- 8.1 within twenty-eight (28) days of the Occupation of the Development to provide written details of the Travel Plan to all new occupiers of the Development;
- 8.2 to use reasonable endeavours to ensure that Occupiers of the Development comply with the Travel Plan;
- 8.3 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an annual review of the Travel Plan throughout the Monitoring Period 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 those travelling to and from the Development disclosed by any Monitoring or copies of any questionnaires completed by Occupiers of the Development; and
- 8.5 to secure that the results of each Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.

- 9 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Travel Plan within twenty-eight (28) days of such recommendation being made by the Council.

APPENDIX 1
FORM PO1

TO: HEAD OF PLANNING AND ENFORCEMENT
RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW
SECTION 106/278 LEGAL AGREEMENT
SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

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

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

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

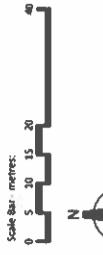
OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM) _____

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS _____

YES/NO

APPENDIX 2
PLAN



Based on ordnance and topographical measured survey
Ordnance Survey Licence Number: 100022432
Topographical & measured building survey
prepared by TerraSurveys:
Drawing Number TS23-044-1

Planning Boundary



MEMBER OF
THE COUNCIL

**AUTHORISED
OFFICER**

Sect 8.1: Planning | Exam MC-1005 2022

Drawing Status:
PLANNING ISSUE

Client Wrenbridge (FRELD Hayes) LLP
 Project Winscough Crane Hire Site, 94a Swallowfield Way, Hayes, London, UB3 1DQ
 Architect Cottrell Architects
 Structural Engineers WRENBRIDGE

APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Mr Edward Jones
Stantec UK Limited
Stantec
3rd Floor
50/60 Station Road
Cambridge
CB1 2JH

Application Ref: 63099/APP/2023/1608

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

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

Description of development:

The demolition of existing structures and redevelopment for Use Classes E(g)(iii), B2 and B8 (applied flexibly) including hard and soft landscaping, servicing and associated works.

Location of development: Land At Ainscough Cranes, Unit 84, Hayes Industrial Park Swallowfield Way Hayes

Date of application: 5th June 2023

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

NOTES:

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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 63099/APP/2023/1608

SCHEDULE OF CONDITIONS

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

REASON

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

- 2 The development hereby approved shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers:

H067-CMP-SI-ZZ-DR-A-00001 Rev PL1
H067-CMP-SI-ZZ-DR-A-00030 Rev PL1
H067-CMP-SI-ZZ-DR-A-00100 Rev PL15
H067-CMP-SI-ZZ-DR-A-00200 Rev PL1
H067-CMP-SI-ZZ-DR-A-00250 Rev PL1
H067-CMP-U1-00-DR-A-00100 Rev PL1
H067-CMP-U1-00-DR-A-00120 Rev PL1
H067-CMP-U1-01-DR-A-00101 Rev PL1
H067-CMP-U1-01-DR-A-00121 Rev PL1
H067-CMP-U1-02-DR-A-00102 Rev PL1
H067-CMP-U1-02-DR-A-00122 Rev PL1
H067-CMP-U1-RF-DR-A-00103 Rev PL1
H067-CMP-U1-ZZ-DR-A-00250 Rev PL1
H067-CMP-U2-00-DR-A-00100 Rev PL1
H067-CMP-U2-00-DR-A-00120 Rev PL1
H067-CMP-U2-01-DR-A-00101 Rev PL1
H067-CMP-U2-01-DR-A-00121 Rev PL1
H067-CMP-U2-02-DR-A-00103 Rev PL1
H067-CMP-U2-02-DR-A-00122 Rev PL1
H067-CMP-U2-RF-DR-A-00102 Rev PL1
H067-CMP-U2-ZZ-DR-A-00250 Rev PL1
H067-CMP-U3-00-DR-A-00120 Rev PL1
H067-CMP-U3-01-DR-A-00121 Rev PL1
H067-CMP-U3-02-DR-A-00122 Rev PL1
H067-CMP-U3-ZZ-DR-A-00250 Rev PL1
H067-CMP-U4-00-DR-A-00100 Rev PL1
H067-CMP-U4-00-DR-A-00120 Rev PL1
H067-CMP-U4-01-DR-A-00101 Rev PL1
H067-CMP-U4-01-DR-A-00121 Rev PL1
H067-CMP-U4-02-DR-A-00102 Rev PL1
H067-CMP-U4-02-DR-A-00122 Rev PL1
H067-CMP-U4-RF-DR-A-00103 Rev PL1
H067-CMP-U4-ZZ-DR-A-00250 Rev PL1
H067-CMP-U1-ZZ-DR-A-00250 Rev PL1

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 of Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

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:

H067_HAYES_DAS_MAY 2023- parts 1 and 2
.22-280 84 Swallowfield Way Hayes External Lighting
22-280 Swallowfield Way Hayes - Energy Strategy
22-280 Swallowfield Way Hayes - Utilities Strategy
22280-MBA-EX-SP-DR-E-0001. Lighting Assessment
R01-DC-Transport Assessment-230523
R1 Issue 3 Planning Fire Statement
TRC_Swallowfield Way Hayes_Tier II Report_v2
Planning Statement
Methodology Document - Aug 2023
507947 TRC Remediation Strategy
Designers response to LLFA objections
Highways Response 230815
Planning Addendum
10111-AIA - 84 tree report
34460 E1 EH 230505 Hayes HS F2
65208809-SWE-ZZ-XX-T-C-0002-P02-FRA
Noise impact assessment report 23.5.23
10225-Hayes Swallowfield-BREEAM V6 NC Prelim report
10225-Swallowfield Way Hayes-GLA_CES_Report-2205-2
10225-Swallowfield Way Hayes-PDA-2304-25
10225-Swallowfield Way Hayes-PRDA-2305-25
10225-Swallowfield Way Hayes-PRDA-2305-25

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 of Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

4 Prior to the commencement of the development hereby approved (including demolition), a Demolition and Construction Logistics Plan (DLP/CLP) and a Demolition and Construction Management Plan (DMP/CMP) shall be submitted to, and approved in writing by, the Local Planning Authority, to minimise impacts to the local highway network, and to control noise, vibration and air pollutants generated as a result of the construction process. These documents shall be prepared in accordance with the London Freight Plan, 'The control of dust and emissions from construction and demolition' Supplementary Planning Guidance, BRE Pollution Control Guides 'Controlling particles and noise pollution from construction sites' and 'Controlling particles, vapour and noise pollution from construction sites'.

The DLP/CLP and DMP/CMP shall include details of (but shall not necessarily be limited to):

(i) a programme of works, including hours of construction;

- (ii) the measures for traffic management and encouragement of sustainable modes of transport for workers, including prohibition of construction vehicles parking on the local highway network within the vicinity of the application site;
- (iii) the haulage routes and details of a vehicle booking system including use of a banksman (if applicable), ensuring construction deliveries are received outside peak hours;
- (iv) any closures of public routes and diversions, demonstrating how time spent closed to the public has been minimised;
- (v) the provision of secured restricted access as the sole means of entry to site for cyclists along with a secured turnstile entrance for pedestrians;
- (vi) a site plan identifying the location of the site entrance, exit, visibility zones, wheel washing, hard standing, hoarding (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting), stock piles, dust suppression, location of water supplies and location of nearest neighbouring receptors;
- (vii) the loading, unloading and storage of equipment, plant, fuel, oil, materials and chemicals;
- (viii) details of cranes and other tall construction equipment (including the details of obstacle lighting);
- (ix) the means to prevent deposition of mud on the highway and chemical and/or fuel run-off from into nearby watercourse(s);
- (x) details on reducing emissions from demolition and construction , including means to monitor and control dust, noise and vibrations, following the published guidance by The Institute of Air Quality Management (IAQM) on how to assess impacts of emissions of dust from demolition and construction sites. This must demonstrate compliance (drawn up accordance with) the GLA Control of Dust and Emissions from Construction and Demolition SPG (or any successor document).
- (xi) the likely noise levels to be generated from plant and construction works and the precautions set out to eliminate or reduce noise levels where the operational risk levels illustrated within The Control of Noise at Work Regulations 2005 could be exceeded;
- (xii) confirmation that a mobile crusher will/won't be used on site and if so, a copy of the permit and intended dates of operation;
- (xiii) confirmation of all Non-Road Mobile Machinery (NRMM) to be used, or a statement confirming that NRMM will not be used. All Non-Road Mobile Machinery (NRMM) and plant to be used on site of net power between 37kW and 560 kW shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" and must be registered at <http://nrmm.london/>;
- (xiv) an asbestos survey and management plan; and
- (xv) the arrangement for monitoring and responding to complaints relating to demolition and construction.

and, for the avoidance of doubt:

- (i) all Heavy Goods Vehicles associated with the development shall comply with the Direct Vision Standard, with a rating of 3 stars (or more).
- (ii) all deliveries to the site, particularly Heavy Goods Vehicles, shall be made using vehicles which have a Class VI mirror fitted in accordance with EU directive 2007/38/EC;

The development hereby approved shall be implemented in accordance with the approved DLP/CLP and DMP/CMP.

REASON

To ensure that the proposed development does not interfere with the free flow of traffic and conditions of safety on the public highway, to ensure the development process does not have a significant adverse impact on the amenities of nearby residential properties, in accordance with Policies DMT 1, DMT 2, DMHB 11 and DMEI 14 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies D14, SI 1, T4, and T7 of the London Plan (2021). Also, to ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements or

otherwise impede the effective operation of air traffic navigation transmitter/receiver systems, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Development Management Policies (2020).

- 5 Prior to commencement of groundworks (excluding site investigations and demolition), the applicant must submit a final detailed drainage design including drawings and supporting calculations to the Lead Local Flood Authority for review and approval, aligned with the Site Specific Flood Risk Assessment (26/05/2023), Designers' response to LLFA objections (17/08/2023), and associated drawings. The applicant should provide the results of infiltration testing in accordance with BRE365 to determine whether shallow soakaways would be suitable at the site. A detailed management plan confirming routine maintenance tasks for all drainage components must also be submitted to demonstrate how the drainage system is to be maintained for the lifetime of the development. This should include the name of the maintenance owner (operator/management) for the proposed SuDS features per individual warehouse units.

REASON

To prevent the risk of flooding to and from the site in accordance with policies SI 12 and SI 13 of the London Plan (2021), its associated Sustainable Design and Construction SPG, the Non-Statutory Technical Standards for Sustainable Drainage Systems and Policy EM6 of the Hillingdon Local Plan Part 1: Strategic Policies.

- 6 No building hereby permitted shall be occupied until evidence (photographs and installation contracts) is submitted to demonstrate that the sustainable drainage scheme for the site has been completed in accordance with the submitted details. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan for all of the proposed drainage components.

REASON

To prevent the risk of flooding to and from the site in accordance with policies SI 12 and SI 13 of the London Plan (2021), its associated Sustainable Design and Construction SPG, the Non-Statutory Technical Standards for Sustainable Drainage Systems and Policy EM6 of the Hillingdon Local Plan Part 1: Strategic Policies.

- 7
 - (i) All works which form part of the approved remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:
 - (ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and
 - (iii) Upon completion of the approved remedial works, this condition will not be discharged until a comprehensive verification report has been submitted to and approved by the LPA. The report shall include the details of the final remediation works and their verification to show that the works have been carried out in full and in accordance with the approved methodology.
 - (iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping and/or engineering 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 factual results and interpretive reports of this testing shall be submitted to and approved in writing by the Local Planning Authority.

REASON

To ensure that risks from land contamination to the future users of the land and neighbouring land are

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

8 Not notwithstanding the submitted plans, 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 commencement of above ground work. Thereafter the development shall be constructed in accordance with the approved details and be retained as such. Details should include information relating to:

- (i) Details and samples of all new external materials
- (iii) Detailed drawings of the elevational fenestration including reveal depths and junctions between the materials.

REASON

To ensure that the development presents a satisfactory appearance in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (January 2020).

9 A landscape scheme shall be submitted to and approved in writing by the Local Planning Authority before the relevant part of the work is begun. The scheme shall include: -

- 1. Details of Soft Landscaping
 - 1.a Planting plans (at not less than a scale of 1:100),
 - 1.b Written specification of planting and cultivation works to be undertaken,
 - 1.c Schedule of plants giving species (including pollution absorbing species), plant sizes, and proposed numbers/densities where appropriate.
 - 1.d Tree pit detail at a scale of 1:20 to ensure the optimal soil volume will be provided.
- 2. Details of Hard Landscaping
 - 2.a Cycle Storage
 - 2.b Boundary treatments
 - 2.c Hard Surfacing Materials, including of the means of surfacing and marking out the car parking spaces
 - 3. Details of Landscape Maintenance
 - 3.a Landscape Maintenance Schedule for a minimum period of 5 years.
 - 3.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.

REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the area in accordance with Policies DMHB 11 and DMHB 14 of the Hillingdon Local Plan: Development Management Policies (2020).

10 Prior to any above ground works for the development hereby approved (excluding demolition), a Biodiversity Enhancement and Management Plan (BEMP) shall be submitted to, and approved in writing by, the local planning authority. The BEMP shall demonstrate how the development hereby approved shall seek to maximise the delivery of on-site biodiversity improvements, including through the delivery of new trees, flower-rich perennial planting, mature shrubs, green roofs and walls, and bird or bat boxes.

The development shall thereafter be implemented in accordance with the approved BEMP.

REASON

In order to encourage a wide diversity of wildlife on site in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies G5 and G6 of the

London Plan (2021).

11 A) Prior to any above ground works for the development hereby approved (excluding demolition), a Fire Statement shall be submitted to, and approved in writing by, the Local Planning Authority. The statement shall detail how the development will function in terms of:

- (i) the building's construction: methods, products and materials used, including manufacturers' details
- (ii) the means of escape for all building users: suitably designed stair cores, escape for building users who are disabled or require level access, and associated evacuation strategy approach
- (iii) features which reduce the risk to life: fire alarm systems, passive and active fire safety measures and associated management and maintenance plans
- (iv) access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these
- (v) how provision will be made within the curtilage of the site to enable fire appliances to gain access to the building
- (vi) ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures.

B) Prior to occupation of the development hereby approved, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building Control Decision Notice or equivalent. Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

To ensure the safety of all building users in accordance with Policy D12 of the London Plan (2021).

12 Prior to any above ground works for the development hereby approved (excluding demolition), further details of the internal footway and kerb design shall be submitted to, and approved in writing by, the local planning authority.

Thereafter, the development shall not be occupied or brought into use until the approved internal footway has been implemented in accordance with the approved plan, with the facilities being permanently retained for use by pedestrians.

REASON

To ensure pedestrian safety, in accordance with Policy T4 of the London Plan (2021).

13 Prior to any above ground works for the development hereby approved (excluding demolition), a Waste Management Strategy shall be submitted to, and approved in writing by, the local planning authority. The Waste Management Strategy shall include relevant details setting out how non-residential on-site waste storage and collection will be managed, demonstrating that there is sufficient space for the separate collection of general waste, recycling, and food waste.

REASON

To ensure compliance with Policies SI7 and D6 of the London Plan (2021) and Policy EM11 of the Hillingdon Local Plan: Strategic Policies (2012).

14 Prior to any above ground works for the development hereby approved (excluding demolition), a Parking Design and Management Plan shall be submitted to, and approved in writing by, the Local Planning Authority. It shall include the following:

(i) The arrangements for all on-site parking, including a booking system, and to include provisions for managing, monitoring, enforcement and review. All 61 on-site parking spaces shall be solely for use by the development hereby approved (e.g. staff, visitors) and shall not be used for any other purpose or

leased/sub-let.

- (ii) Details of 5 wheelchair accessible spaces; to be permanently retained within the car parking area.
- (iii) Details of electric vehicle charging points (20% active and 80% passive)
- (iv) Details of passive electric charging points for HGV vehicles.

The vehicle parking provision and its management, as outlined in the approved Parking Design and Management Plan, shall be fully implemented as approved prior to the first occupation of the development, and so maintained in good working order, and the parking spaces shall not be used for any other purpose for the lifetime of the development.

REASON

To ensure the appropriate operation of the car parking spaces in accordance with Policies DMT 1, DMT 2 and DMT 6 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies T6 and T6.1 of the London Plan (2021).

15 Prior to the first use of the industrial floorspace hereby approved, a Delivery and Servicing Plan, in line with TfL's Freight and Servicing Action Plan, including tracked vehicle movements where necessary, shall be submitted to, and approved in writing by, the Local Planning Authority.

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

REASON

To encourage out of hours/off peak servicing to help mitigate the site's contribution to local congestion levels in compliance with Policy T7 of the London Plan (2021) and Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020).

16 The floorspace hereby approved shall be used as industrial floorspace only, falling within the B2, B8 (excluding use as a data centre), E(g)(ii) or E(g)(iii) use classes, as set out in the Town and Country Planning (Use Classes) Order (1987) (as amended).

REASON

To ensure the development does not lead to a loss of industrial capacity within a SIL in accordance with Policies E4, E5 and E7 of the London Plan (2021).

17 Prior to any above ground works for the development hereby approved (excluding demolition), details of access to building entrances (to include ramped/level approaches, signposting, types and dimensions of door width and lobby openings) to meet the needs of people with disabilities have been submitted to and approved in writing by the Local Planning Authority. The approved facilities should be provided prior to the occupation of the development and shall be permanently retained thereafter.

REASON

To ensure an Accessible and Inclusive development for everyone in accordance with London Plan (2021) Policy D5.

18 The development hereby approved shall accord with London Plan policy D5(B5) and D12(A) to include a minimum of one fire evacuation lift per block designed to meet the technical standards set out in BS EN 81-76, BS 9991 and/or BS 9999, as shown on the approved plans. The required evacuation lifts shall serve all floors and remain in place for the life of the development.

REASON: To ensure the development provides reliable, convenient and dignified means of escape for all building uses in accordance with London Plan Policies D5 and D12.

19 The development hereby approved 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 part of the development hereby approved shall be occupied until accreditation has been achieved.

REASON

To ensure the development provides a safe and secure environment in accordance with Policy DMHB 15 of the Hillingdon Local Plan: Development Management Policies (2020) and Policy D11 of the London Plan (2021).

20 For the lifetime of the development hereby permitted the rating level (LAr) of noise caused by its operation shall not exceed: 40 dB LAr 15 min for any fifteen-minute period between 2300 and 0700, and 50 dB LAr 1 hour for any one-hour period between 0700 and 2300, determined one metre free field external to any window or door of any permanent residential, or equivalently noise sensitive premises, in accordance with 'Methods for rating and assessing industrial and commercial sound' British Standards Institution BS4142 2014.

REASON

To ensure that occupants of existing dwellings would not be exposed to noise caused by the permitted development that would be likely to cause a significant adverse effect on their health and quality of life. This has regard to the guidance set out in 'Guidance on Sound Insulation and Noise Reduction for Buildings' BS8233:2014, with windows open for the purposes of ventilation and cooling, in accordance with Policies D13 and D14 of the London Plan (2021).

21 Prior to any above ground works for the development hereby approved (excluding demolition), a Bird Hazard Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The submitted plan shall include details of:

management of any flat/shallow pitched/green roofs on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note 3 'Wildlife Hazards' (available at <http://www.aoa.org.uk/wp-content/uploads/2016/09/Advice-Note-3-Wildlife-Hazards-2016.pdf>).

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

REASON

It is necessary to manage the development in order to minimise its attractiveness to birds which could endanger the safe movement of aircraft and the operation of Heathrow Airport, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Development Management Policies (Safe Operation of Airports).

22 Prior to commencement of superstructure works, an Overheating Strategy shall be submitted to and approved in writing by the Local Planning Authority. The submission shall demonstrate how the development will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the following cooling hierarchy:

- 1) reduce the amount of heat entering a building through orientation, shading, high albedo materials, fenestration, insulation and the provision of green infrastructure;
- 2) minimise internal heat generation through energy efficient design;
- 3) manage the heat within the building including where possible through exposed internal thermal mass and high ceilings;
- 4) provide passive ventilation;
- 5) provide mechanical ventilation; and

6) provide active cooling systems.

The approved details shall thereafter be implemented and retained for the lifetime of the development.

REASON

To demonstrate that the final strategy will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the cooling hierarchy and Policy SI 4 of the London Plan (2021).

23 Prior to commencement of development (post demolition) a scheme for the use of photovoltaic panels shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall set out (a) the specification, quantity and location of PVs on the roofs. The scheme shall also be accompanied by an updated energy assessment (b) that reflects the details set out in (a); this assessment shall show the baseline emissions of the development to Part L building regulations 2021, details relating to the energy efficiency (London Plan 'be lean') and the subsequent impacts of the PVs on the baseline. The scheme shall be accompanied by full roof plan details showing how the quantum of PVs set out in (a) will be secured in the development. The Updated Energy Strategy shall also provide details of the 'be seen' recording and reporting measures and demonstrate that the 'onsite saving' is being achieved in perpetuity.

If the updated energy assessment reveals that the development cannot achieve the 100% (zero carbon) target (Policy SI2), then this will be described as the 'shortfall' and subject to offsite contributions. The development must proceed in accordance with the approved details.

REASON

In order to minimise greenhouse gas emissions and deliver the maximum on-site carbon savings in accordance with Policies SI 2 and SI 3 of the London Plan (2021).

INFORMATIVES

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 As part of the decision making process the Local Planning Authority have taken due regard to the public sector equality duty of the Equality Act 2010.
- 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 You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
- 5 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2019. 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.

6 Cranes

Given the nature of the proposed development it is possible that a crane may be required during its construction. We would, therefore, draw the applicant's attention to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at <http://www.aoa.org.uk/policy-safeguarding.htm>).

7 Network Rail Informatve:

Network Rail has no objection in principle to the above proposal but due to the proposal being next to Network Rail land and our infrastructure and to ensure that no part of the development adversely impacts the safety, operation and integrity of the operational railway we have included asset protection comments which the applicant is strongly recommended to action should the proposal be granted planning permission.

Safety

Any works on this land will need to be undertaken following engagement with Asset Protection to determine the interface with Network Rail assets, buried or otherwise and by entering into a Basic Asset Protection Agreement, if required, with a minimum of 3months notice before works start. Initially the outside party should contact assetprotectionwestern@networkrail.co.uk

Fencing

If not already in place, the Developer/applicant must provide at their expense a suitable trespass proof fence (of at least 1.8m in height) adjacent to Network Rail's boundary and make provision for its future maintenance and renewal without encroachment upon Network Rail land. Network Rail's existing fencing / wall must not be removed or damaged and at no point either during construction or after works are completed on site should the foundations of the fencing or wall or any embankment therein be damaged, undermined or compromised in any way. Any vegetation on Network Rail land and within Network Rail's boundary must also not be disturbed.

Drainage

Soakaways / attenuation ponds / septic tanks etc, as a means of storm/surface water disposal must not be constructed near/within 5 metres of Network Rail's boundary or at any point which could adversely affect the stability of Network Rail's property/infrastructure. Storm/surface water must not be discharged onto Network Rail's property or into Network Rail's culverts or drains. Network Rail's drainage system(s) are not to be compromised by any work(s). Suitable drainage or other works must be provided and maintained by the Developer to prevent surface water flows or run-off onto Network Rail's property / infrastructure. Ground levels - if altered, to be such that water flows away from the railway. Drainage does not show up on Buried service checks.

Demolition

The demolition works on site must be carried out so that they do not endanger the safe operation of the railway, or the stability of the adjoining Network Rail structures and land. The demolition of the existing

building, due to its close proximity to the Network Rail boundary, must be carried out in accordance with an agreed method statement. Approval of the method statement must be obtained from the Network Rail Asset Protection Engineer before the development and any demolition works on site can commence.

Plant, Scaffolding and Cranes

Any scaffold which is to be constructed adjacent to the railway must be erected in such a manner that, at no time will any poles or cranes over-sail or fall onto the railway. All plant and scaffolding must be positioned, that in the event of failure, it will not fall on to Network Rail land.

Lighting

Any lighting associated with the development (including vehicle lights) must not interfere with the sighting of signalling apparatus and/or train drivers vision on approaching trains. The location and colour of lights must not give rise to the potential for confusion with the signalling arrangements on the railway.

8 Thames Water Informative:

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed on line via <https://gbr01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.thameswater.co.uk%2F&data=0%7C01%7CPlanningEConsult%40Hillingdon.Gov.UK%7C54f0b759a3794db39bfd08db6b2b7866%7Caaacb679c38148fbb320f9d581ee948f%7C0%7C0%7C638221606664855857%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBiTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=SEBzbBlaho6u4LnRm%2FSsnc1vLACEq7UZaLnqO8tWtTY%3D&reserved=0>. Please refer to the Whole sale; Business customers; Groundwater discharges section.

9 Heathrow Informative:

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 Airport Ltd Airside Operations staff. In some instances, it may be necessary to contact Heathrow Airport Ltd Airside Operations staff before bird dispersal takes place. The owner/occupier must remove any nests or eggs found on the roof.

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

We will need to object to these proposals unless the above-mentioned condition is applied to any planning permission.

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 (2021) and national guidance.

Part 1 Policies

- PT1.E1 (2012) Managing the Supply of Employment Land
- PT1.HE1 (2012) Heritage
- PT1.BE1 (2012) Built Environment
- PT1.EM1 (2012) Climate Change Adaptation and Mitigation
- PT1.EM6 (2012) Flood Risk Management
- PT1.EM7 (2012) Biodiversity and Geological Conservation
- PT1.EM8 (2012) Land, Water, Air and Noise
- PT1.T1 (2012) Accessible Local Destinations

Part 2 Policies

- NPPF2 NPPF 2021 - Achieving sustainable development
- NPPF6 NPPF 2021 - Building a strong, competitive economy
- NPPF9 NPPF 2021 - Promoting sustainable transport
- NPPF11 NPPF 2021 - Making effective use of land
- NPPF12 NPPF 2021 - Achieving well-designed places
- NPPF14 NPPF 2021 - Meeting the challenge of climate change flooding
- NPPF15 NPPF 2021 - Conserving and enhancing the natural environment
- NPPF16 NPPF 2021 - Conserving & enhancing the historic environment
- LPP D3 (2021) Optimising site capacity through the design-led approach
- LPP D4 (2021) Delivering good design
- LPP D5 (2021) Inclusive design
- LPP D8 (2021) Public realm
- LPP D11 (2021) Safety, security and resilience to emergency
- LPP D12 (2021) Fire safety
- LPP D13 (2021) Agent of change
- LPP D14 (2021) Noise
- LPP E1 (2021) Offices

LPP E2 (2021) Providing suitable business space

LPP E4 (2021) Land for industry, logistics and services to support London's economic function

LPP HC1 (2021) Heritage conservation and growth

LPP G1 (2021) Green infrastructure

LPP G5 (2021) Urban greening

LPP G6 (2021) Biodiversity and access to nature

LPP G7 (2021) Trees and woodlands

LPP SI1 (2021) Improving air quality

LPP SI2 (2021) Minimising greenhouse gas emissions

LPP SI4 (2021) Managing heat risk

LPP SI5 (2021) Water infrastructure

LPP SI7 (2021) Reducing waste and supporting the circular economy

LPP SI13 (2021) Sustainable drainage

LPP SI17 (2021) Protecting and enhancing London's waterways

LPP T1 (2021) Strategic approach to transport

LPP T2 (2021) Healthy Streets

LPP T4 (2021) Assessing and mitigating transport impacts

LPP T5 (2021) Cycling

LPP T6 (2021) Car parking

LPP T6.5 (2021) Non-residential disabled persons parking

LPP T7 (2021) Deliveries, servicing and construction

LPP T9 (2021) Funding transport infrastructure through planning

DME 1 Employment Uses in Designated Sites

DME 3 Office Development

DMHB 1 Heritage Assets

DMHB 8 Registered Historic Parks, Gardens and Landscapes

DMHB 11 Design of New Development

- DMHB 12 Streets and Public Realm
- DMHB 14 Trees and Landscaping
- DMHB 15 Planning for Safer Places
- DMEI 1 Living Walls and Roofs and Onsite Vegetation
- DMEI 2 Reducing Carbon Emissions
- DMEI 3 Decentralised Energy
- DMEI 6 Development in Green Edge Locations
- DMEI 7 Biodiversity Protection and Enhancement
- DMEI 8 Waterside Development
- DMEI 10 Water Management, Efficiency and Quality
- DMEI 12 Development of Land Affected by Contamination
- DMEI 14 Air Quality
- DMCI 7 Planning Obligations and Community Infrastructure Levy
- DMT 1 Managing Transport Impacts
- DMT 2 Highways Impacts
- DMT 5 Pedestrians and Cyclists
- DMT 6 Vehicle Parking
- DMAV 1 Safe Operation of Airports

END OF SCHEDULE

Address:

Development Management

Directorate of Place

Hillingdon Council

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

www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref: 63099/APP/2023/1608

SCHEDULE OF PLANS

34460 RG-LD-02 RevC Hard and Soft GA-A0 - received 02 Jun 2023
TRC_507947_Swallowfield Way Hayes_Phase I Report_v - received 02 Jun 2023
528457.0002.0001 issue 1.pdf Air quality assessment - received 02 Jun 2023
H067-CMP-SI-ZZ-DR-A-00801_PL1_Typ Fence Boundary - received 02 Jun 2023
H067-CMP-SI-ZZ-DR-A-00802_PL1_Typ Acoustic Fence - received 02 Jun 2023
Hayes Industrial Market Overview - May 2023 - received 02 Jun 2023
R01-DC-Transport Assessment-230523 - received 02 Jun 2023
R02-AD-Travel Plan-230523 - received 02 Jun 2023
R03-DC-Delivery and Servicing Plan-230523. - received 02 Jun 2023
R05-DC-Car Parking Management Plan-23052 - received 02 Jun 2023
R1 Issue 3 Planning Fire Statement - received 02 Jun 2023
TRC_Swallowfield Way Hayes_Tier II Report_v2 - received 02 Jun 2023
Planning Statement - received 02 Jun 2023
Methodology Document - Aug 2023 - received 30 Aug 2023
507947 TRC Remediation Strategy - received 30 Aug 2023
Designers response to LLFA objections - received 30 Aug 2023
Highways Response 230815 - received 30 Aug 2023
Planning Addendum - received 30 Aug 2023
R02-AD-Travel Plan-230731 - received 30 Aug 2023
R04-DC-Construction Logistics Plan-230525 - received 30 Aug 2023
10111-AIA - 84 tree report - received 02 Jun 2023
34460 E1 EH 230505 Hayes HS F2 - received 02 Jun 2023
65208809-SWE-ZZ-XX-T-C-0002-P02-FRA - received 02 Jun 2023
H067-CMP-SI-ZZ-DR-A-00001_PL1_Location Plan.pdf - received 31 May 2023
H067-CMP-SI-ZZ-DR-A-00002_PL1_ Existing Site Plan. - received 31 May 2023
H067-CMP-SI-ZZ-DR-A-00030_PL1_Proposed Demolition - received 31 May 2023
H067-CMP-SI-ZZ-DR-A-00200_PL1_Proposed Elevations. - received 31 May 2023
H067-CMP-SI-ZZ-DR-A-00250_PL1_Proposed Site Sectio - received 31 May 2023
H067-CMP-U1-00-DR-A-00100_PL1_Unit 1 GFL GA Plan. - received 31 May 2023
H067-CMP-U1-00-DR-A-00120_PL1_Unit 1 GFL Core Pla - received 31 May 2023
H067-CMP-U1-01-DR-A-00101_PL1_Unit 1 FFL GA Plan. - received 31 May 2023

H067-CMP-U1-01-DR-A-00121_PL1_Unit 1 FFL Core Pla - received 31 May 2023
H067-CMP-U1-02-DR-A-00102_PL1_Unit 1 Plant Level - received 31 May 2023
H067-CMP-U1-02-DR-A-00122_PL1_Unit 1 Plant Level - received 31 May 2023
H067-CMP-U1-RF-DR-A-00103_PL1_Unit 1 Roof Level G - received 31 May 2023
H067-CMP-U2-00-DR-A-00100_PL1_Units 2 and 3 GFL G - received 31 May 2023
H067-CMP-U2-00-DR-A-00120_PL1_Unit 2 GFL Core Pla - received 31 May 2023
H067-CMP-U2-01-DR-A-00101_PL1_Units 2 and 3 FFL G - received 31 May 2023
H067-CMP-U2-01-DR-A-00121_PL1_Unit 2 FFL Core Pla - received 31 May 2023
H067-CMP-U2-02-DR-A-00103_PL1_Units 2 and 3 Plant - received 31 May 2023
H067-CMP-U2-02-DR-A-00122_PL1_Unit 2 Plant Level - received 31 May 2023
H067-CMP-U2-RF-DR-A-00102_PL1_Units 2 and 3 Roof - received 31 May 2023
H067-CMP-U2-ZZ-DR-A-00250_PL1_Unit 2 Typ Cross Se - received 31 May 2023
H067-CMP-U3-00-DR-A-00120_PL1_Unit 3 GFL Core Pla - received 31 May 2023
H067-CMP-U3-01-DR-A-00121_PL1_Unit 3 FFL Core Pla - received 31 May 2023
H067-CMP-U3-02-DR-A-00122_PL1_Unit 3 Plant Level - received 31 May 2023
H067-CMP-U3-ZZ-DR-A-00250_PL1_Unit 3 Typ Cross Se - received 31 May 2023
H067-CMP-U4-00-DR-A-00100_PL1_Unit 4 GFL GA Plan. - received 31 May 2023
H067-CMP-U4-00-DR-A-00120_PL1_Unit 4 GFL Core Pla - received 31 May 2023
H067-CMP-U4-01-DR-A-00101_PL1_Unit 4 FFL GA Plan. - received 31 May 2023
H067-CMP-U4-01-DR-A-00121_PL1_Unit 4 FFL Core Pla - received 31 May 2023
H067-CMP-U4-02-DR-A-00102_PL1_Unit 4 Plant Level - received 31 May 2023
H067-CMP-U4-02-DR-A-00122_PL1_Unit 4 Plant Core P - received 31 May 2023
H067-CMP-U4-RF-DR-A-00103_PL1_Unit 4 Roof Level G - received 31 May 2023
H067-CMP-U4-ZZ-DR-A-00250_PL1_Unit 4 Typ Cross Se - received 31 May 2023
10111-D-AIA - 84 Swallowfield Way Hayes.pdf - received 31 May 2023
H067_HAYES_DAS_MAY 2023-compressed-part 1.pdf - received 31 May 2023
H067_HAYES_DAS_MAY 2023-compressed-part 2.pdf - received 31 May 2023
H067-CMP-SI-ZZ-DR-A-00100 REV PL15 Site plan - received 30 Aug 2023
Noise impact assessment report 23.5.23 - received 02 Jun 2023
10225-Hayes Swallowfield-BREEAM V6 NC Prelim report - received 02 Jun 2023
10225-Swallowfield Way Hayes-GLA_CES_Report-2205-2 - received 02 Jun 2023
10225-Swallowfield Way Hayes-PDA-2304-25. - received 02 Jun 2023
10225-Swallowfield Way Hayes-PRDA-2305-25. - received 02 Jun 2023
10225-Swallowfield Way Hayes-PRDA-2305-25. - received 02 Jun 2023
22-280 84 Swallowfield Way Hayes External Lighting - received 02 Jun 2023

22-280 Swallowfield Way Hayes - Energy Strategy - received 02 Jun 2023

22-280 Swallowfield Way Hayes - Utilities Strategy - received 02 Jun 2023

22280-MBA-EX-SP-DR-E-0001. Lighting Assessment - received 02 Jun 2023

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY
TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within six months of the date of this notice using a form which you can get from the Planning Inspectorate at Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 8428). Appeal forms can be downloaded from the Planning Inspectorate's website at www.planningportal.gov.uk.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In Practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices.

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

APPENDIX 4
HIGHWAY WORKS PLAN

THE COMMON SEAL of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON
was duly affixed to this Agreement
in the presence of:-



MEMBER OF
THE COUNCIL 

AUTHORISED OFFICER 

Executed as a **DEED** by **WRENBRIDGE**)
(FRELD HAYES) LLP)
acting by CMO Button _____
duly authorised by
FRELD (GENERAL PARTNER) LLP
to sign on its behalf as a member of
WRENBRIDGE (FRELD HAYES) LLP



In the presence of a witness

Witness Signature: 

Witness Name: Alice Bingham

Witness Address: 3 OLD BURLINGTON ST
LONDON
W1S 3AE

Witness Occupation: ASSOCIATE

