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DATED

15th May 2026
.....

PETS AT HOME LTD

TO

THE LONDON BOROUGH OF HILLINGDON

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING PURSUANT TO
SECTION 106**

OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT OF LAND

UNIT 1A, COWLEY RETAIL PARK, WEST DRAYTON

PLANNING APPLICATION NUMBER: 64733/APP/2025/2786

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: AHiggins/27616

THIS DEED is dated 15th May 2026

FROM

(1) **PETS AT HOME LTD** (company number: 01822577) whose registered office is situated at Epsom Avenue, Stanley Green Trading Estate, Handforth, Wilmslow SK9 3RN ("the **Owner**")

TO

(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 Deed are enforceable.
- B The Owner has a leasehold interest in the Land registered under Title No. AGL 386176 at the Land Registry.
- D On 3.11.2025 the Owner submitted the Planning Application to the Council for permission to develop the Land
- E The Owner intends to develop the Land pursuant to the Planning Permission
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the Owner is willing to give this Unilateral Undertaking.

THIS DEED WITNESSES AS FOLLOWS: -

OPERATIVE PROVISIONS

1 INTERPRETATION

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

| | |
|-------------------------------|---|
| "1980 Act" | the Highways Act 1980 (as amended) |
| "1990 Act" | the Town and Country Planning Act 1990 (as amended); |
| "Air Quality Contribution" | means the Index Linked sum of five thousand one hundred seventy pounds (£5,170.00) referred to in Schedule 1 payable to the Council to deliver its Air Quality Local Action Plan and/or implement specific measures at areas affected by the proposal that reduce emissions and/or reduce human exposure to pollution levels to offset air pollution emissions associated with the development |
| "Commencement of Development" | 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 Deed) 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; |

| | |
|--|---|
| “Director of Planning and Sustainable Growth” | the Council’s Director of Planning and Sustainable Growth or such person as the Council designates as undertaking this role |
| “Development” | the development of the Site pursuant to the Planning Permission; |
| “Index Linked” | the application of the formula provided at Clause 15; |
| “Interest” | Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time |
| “Land” | means the land comprising the Site upon which the Development is to be constructed in accordance with the Planning Permission and contained within title number AGL 386176 |
| “Plan ” | the plan attached to this Deed at Appendix 2 . |
| “Planning Application” | the application for planning permission for Installation of mezzanine floor for use as Use Class E (Commercial, Business and Service) under the Council's reference number 64733/APP/2025/2786 |
| “Planning Permission” | 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” | 64733/APP/2025/2786 |
| “Project Management and Monitoring Fee” | means the sum equivalent to five percent (5%) of the Air Quality Contribution to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement; |
| “Site” | the property known as Unit 1A, Cowley Retail Park, West Drayton UB8 2TE shown for identification purposes only edged red on Plan |
| “VAT” | value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax |

| | |
|----------------------|---|
| | |
| “Working Day” | any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly. |

1.2 In this Deed:

- 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 Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
 - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
 - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 "including" means "including, without limitation";
- 1.2.11 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.12 without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Deed;

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

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

2 **LEGAL BASIS**

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

2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 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 their successors in title to the Site.

3 **CONDITIONALITY**

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

- (i) The issue of Planning Permission; and
- (ii) Commencement of the Development

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

4 **MISCELLANEOUS**

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

4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted in accordance with and after the date of this Deed.

4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or

restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation or from acting upon any subsequent breach or default in respect of the Owner.

- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to its interest in the Site and assigns of the Owner of its interest or estate in the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title in accordance with the requirements of Section 106 of the Town and Country Planning Act 1990 and any subordinate legislation
- 4.11 Should a Court or the Secretary of State or a Planning Inspector appointed during the course of any Appeal or Legal Challenge of this Planning Permission hold that any of the obligations contained in this Deed do not meet the tests of the CIL regulations or the National Planning Policy Framework then that obligation shall no longer apply.

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 Deed and the Schedule hereto.

6 **COSTS**

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

7 **REGISTRATION OF AGREEMENT**

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

8 **RIGHT OF ACCESS**

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

9. **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 Deed 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' Deed 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 Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

11. **NOTICES**

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

- 11.2 Any notice to be served under or in connection with this Deed shall be sent to the:
- a) Director of Planning and Sustainable Growth, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
 - b) The Owner at Epsom Avenue, Handforth, Wilmslow SK9 3RN marked for the attention of its Property Director

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 (as at Appendix 1 of this Deed) to the Council addressed to the Deputy Chief Executive and Director of Planning and Sustainable Growth, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

13. CHANGE IN OWNERSHIP

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 Deed 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. INDEXATION

The Owner agrees with the Council that any sums payable by the Owner in this Agreement shall be increased by the formula

$$1 = 2 \times 3/4$$

- 1 Amount payable to the Council on the payment date
- 2 Contribution
- 3 Index of Retail Prices 2 months before the payment date
- 4 Index of Retail Prices 2 months before the date of this Deed

15. 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.

16. VAT

- 16.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.
- 16.2 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.

17. INDEMNITY

17.1 The Owner hereby undertakes with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

- a) Compensation (including any claim arising under the Land Compensation Acts)
- b) Damages
- c) Costs
- d) Charges
- e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

17.2 The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

18. JURISDICTION

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

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

SCHEDULE 1

**AIR QUALITY CONTRIBUTION and PROJECT MANAGEMENT AND
MONITORING FEE**

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Air Quality Contribution.
2. Not to Commence or cause or allow or permit Commencement of the Development before the Air Quality Contribution has been paid.
3. Prior to Commencement of Development to pay to the Council the Project Management and Monitoring Fee.
4. Not to Commence or cause or allow or permit Commencement of the Development before the Project Management and Monitoring Fee has been paid.

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 of separate sheet(s) if necessary.
TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"
UNDER THE SECTION 278 HIGHWAY DEEDIF 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

Signed by: *Sarah Pollardesley Layenby*
8B629CC97E4743F...

Signed by:
0C50F7CFAA50435...

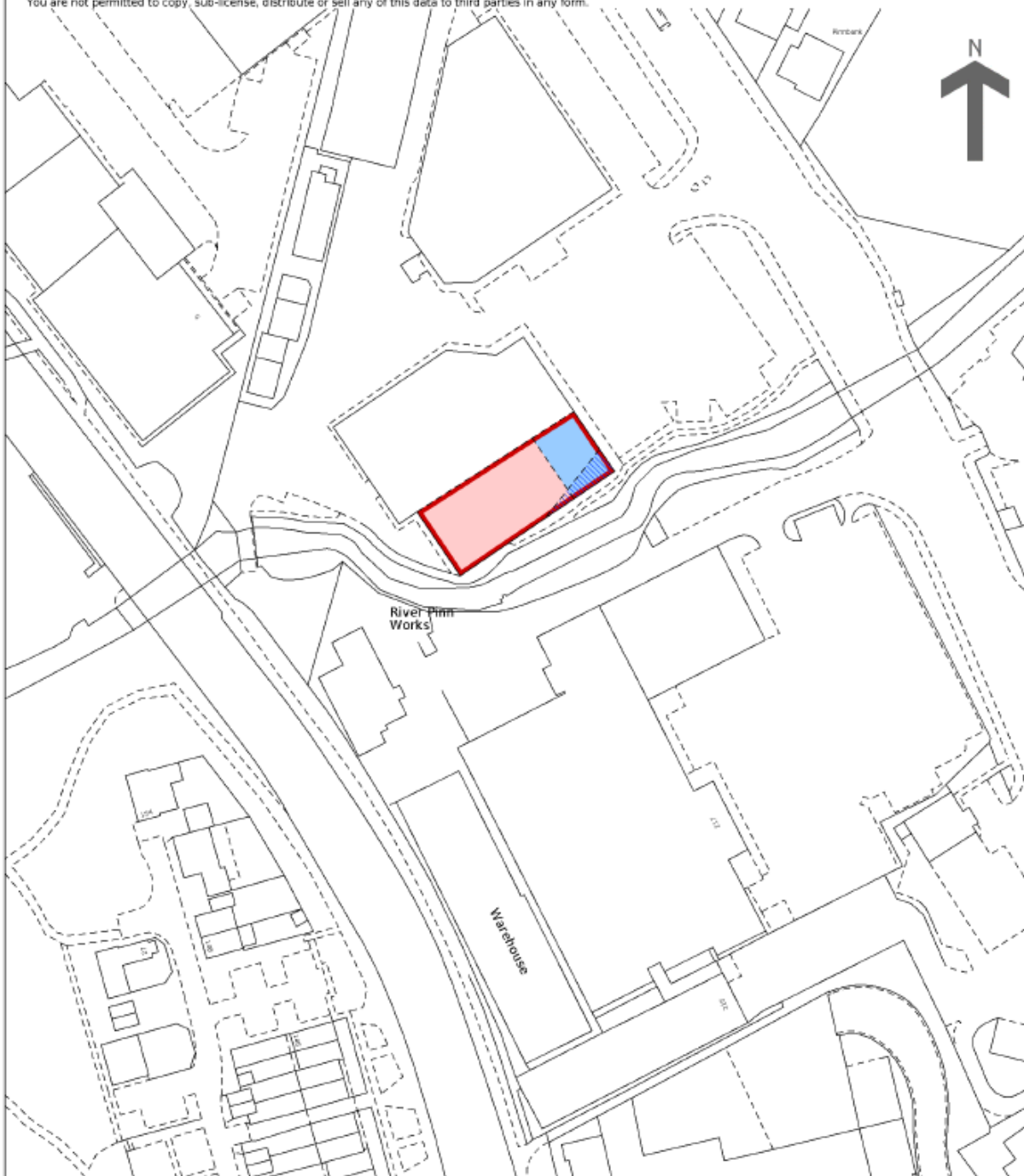
PLAN

HM Land Registry
Official copy of
title plan

Title number **AGL386176**
Ordnance Survey map reference **TQ0580NE**
Scale **1:1250**
Administrative area **Hillingdon**



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APPENDIX 3

DRAFT PLANNING PERMISSION

DRAFT

Mrs Katie Parfett-Bass
Savills
Savills (Uk) Limited
Belvedere
12 Booth Street
Manchester
M2 4AW

Application Ref: 64733/APP/2025/2786

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:

Installation of mezzanine floor for use as Use Class E (Commercial, Business and Service)

Location of development: Unit 1a Cowley Retail Park High Road Cowley

Date of application: 3rd November 2025

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 64733/APP/2025/2786

SCHEDULE OF CONDITIONS

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

REASON

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

- 2 The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plan number

7089/18

AEG9170_UB8_WestDrayton_01

AEG9170_UB8_WestDrayton_01_FEP

TRIP GENERATION TECHNICAL NOTE TN01

and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan: Part Two Development Management Policies (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:

Flood Risk Assessment dated 15.10.2025 (ref: AEG9170_UB8_WestDrayton_01)

Flood Evacuation Plan dated 15.10.2025 (ref: AEG9170_UB8_WestDrayton_01_FEP)

TRIP GENERATION TECHNICAL NOTE TN01

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

REASON

To ensure that the development complies with the objectives of Policy DME1 9 Hillingdon Local Plan Part 2 (2020)

- 4 Prior to first use of the mezzanine, details demonstrating provision of additional cycle parking to meet the London Plan (Table 10.2) standards for the uplifted floorspace shall be submitted to and approved in writing by the Local Planning Authority (LPA). The approved details shall be implemented prior to first use of the mezzanine and retained thereafter.

Reason: To promote sustainable travel in accordance with London Plan Policy T5 and relevant local plan policies.

- 5 Prior to the first occupation of the development hereby permitted a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The Travel Plan, as submitted shall follow the current Travel Plan Development Control Guidance issued by Transport for London and will include:

- (1) targets for sustainable travel arrangements;
- (2) effective measures for the ongoing monitoring of the Travel Plan;
- (3) a commitment to delivering the Travel Plan objectives; and
- (4) effective mechanisms to achieve the objectives of the Travel Plan by both present and future occupiers of the development.

The development shall be implemented only in accordance with the approved Travel Plan.

REASON

To promote sustainable transport and reduce the impact of the development on the surrounding road network in accordance with Policies DMT 1 and DMT 6 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and Policy T4 of the London Plan (2021).

- 6 The development shall be carried out in accordance with the GLA Control of Dust and Emissions from Construction and Demolition SPG (or any successor document). During construction, best practicable means shall be employed to minimise dust and emissions. Any Non-Road Mobile Machinery (NRMM) used on site shall meet the relevant emission standards set out in the SPG and current Mayor of London guidance.

Reason: To minimise construction-related dust and emissions and to ensure compliance with London Plan Policy SI1, the Mayor of London's air quality guidance, and Local Plan Part 2 Policy DMEI 14.

- 7 All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases 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" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up-to-date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>."

Reason: Compliance with the London's Low Emission Zone for non-road mobile machinery as per requirements of the London Environment Strategy

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 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.
- 3 Appropriate measures should be taken to ensure that adequate means of escape is provided for customers and staff who are unable to evacuate using a staircase. Reference to BS 8300 and BS 9999 is strongly recommended.
- 4 The Equality Act 2010 aims to safeguard individuals accessing goods, facilities, and services from discrimination based on a 'protected characteristic', including disability. In accordance with the Act, service providers must enhance access to and within their premises, especially when reasonable

adjustments are feasible and straightforward to implement. The Act mandates that service providers proactively identify and eliminate barriers hindering disabled people.

END OF SCHEDULE

Address:

Development Management
Directorate of Place
Hillingdon Council
3 North, Civic Centre, High Street, Uxbridge UB8 1UW
www.hillingdon.gov.uk

DRAFT

GRANT OF PLANNING PERMISSION

Application Ref: 64733/APP/2025/2786

SCHEDULE OF PLANS

AEG9170_UB8_WestDrayton_01_FEP - received 15 Oct 2025

AEG9170_UB8_WestDrayton_01 - received 15 Oct 2025

7089/16 - received 09 Dec 2025

TRIP GENERATION TECHNICAL NOTE TN01 - received 03 Feb 2026

7089/12 - received 03 Nov 2025

7089/13 - received 03 Nov 2025

7089/18 - received 03 Nov 2025

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

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

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

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

Further details are available at www.gov.uk/government/collections/casework-dealt-with-by-inquiries

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

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

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

Purchase Notices.

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

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

EXECUTED AS A DEED by

Pets at Home Ltd acting by

Two directors or a director and its company
secretary

DIRECTOR...
Signed by: *Sarah Pollard* Sarah Pollard
8B629CC97E4743F...

DIRECTOR / COMPANY SECRETARY
Signed by: *Lesley Lazenby* Lesley Lazenby
0C50F7CFAA50435...