

DATED

27<sup>th</sup> October

2022

**KEARNS (CHIPPENDALE WAY) LIMITED**

and

**THE LONDON BOROUGH OF HILLINGDON**

---

DEED OF VARIATION PURSUANT TO  
SECTION 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990  
RELATING TO THE DEVELOPMENT OF LAND AT

19-22 CHIPPENDALE WAYE, UXBRIDGE, MIDDLESEX

---

Planning and Corporate Team  
Legal Services  
London Borough of Hillingdon  
Civic Centre  
High Street  
Uxbridge  
Middlesex UB8 1UW  
Ref: JA/020813

THIS DEED IS MADE ON THE 27<sup>th</sup> DAY OF

*October*

2022

BETWEEN

1. **KEARNS (CHIPPENDALE WAY) LIMITED** (company number 11834463) a company incorporated in England and Wales whose registered office is situated at 41 Station Road, West Drayton, England, YB7 7LN ("Owner")
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council")

WHEREAS

- A. The Council is the local planning authority and freehold owner of the Land for the purposes of the Act in respect of the and by whom the obligations in this Deed are enforceable.
- B. The Owner has the leasehold interest in the Land registered under Title Number AGL472994 at the Land Registry.
- C. This Deed is supplemental to the Original Deed and is entered into pursuant to the Planning Permission.
- D. For the purpose of securing satisfactory arrangements for the development of the Site and without prejudice to the terms of the other covenants contained in the Original Deed the Parties hereto have agreed to vary the terms of the Original Deed as hereinafter provided.

**IT IS AGREED AS FOLLOWS:-**

**1. INTERPRETATION & DEFINITIONS**

In this Deed, unless the context otherwise requires:

<b>"the Act"</b>	means the Town and Country Planning Act 1990;
<b>"this Deed"</b>	means this Deed of Variation in respect of the Land
<b>"the Land"</b>	Means the land outlined in red on the attached plan at Appendix 4 to this Deed registered under title number AGL472994
<b>"Original Deed"</b>	means the legal agreement dated 4 <sup>th</sup> September 2020 under Section 106 of the Act 1990 between Kearns (Chippendale Way) Limited and the London Borough of Hillingdon;
<b>"the Planning Permission"</b>	means the planning permission granted on 14 <sup>th</sup> July 2021 by the Council under planning ref 67544/APP/2020/3709 and application 67544/APP/2019/1978 granted on 8 <sup>th</sup> September 2020 and 67544/APP/2022/2302
<b>"the Parties"</b>	means the Council and the Owner

**2. THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THIS DEED.**

1. Unless the same are given alternative definitions in this Deed all words and phrases defined in the Original Deed shall have the same meaning in this Deed and for the avoidance of doubt the Original Deed shall remain in full force and effect save as varied by this Deed.
2. All references in this Deed to clauses in the Original Deed are to clauses within the Original Deed.
3. Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.
4. Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not affect the construction of this Deed.
5. Unless the context otherwise requires references to the singular shall include the plural and vice versa.

6. 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.
7. A reference to any party shall include that party's personal representatives, successors in title or permitted assigns or any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
8. Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
9. The provisions of the Original Deed in relation to its interpretation and in relation to statutory provisions, interests bound, disputes, liability notices and jurisdiction apply to this Deed except to the extent that they are expressly varied by this Deed.

### **3. VARIATIONS TO THE ORIGINAL DEED**

- 3.1 The Parties covenant that, except as varied by this Deed, the Original Deed shall remain in full force and effect.
- 3.2 Nothing in this Deed affects the Council's powers in respect of any antecedent breach or omission in relation to the Original Deed.
- 3.3 The Parties agree that the following amendments shall be made to the Original Deed:
- 3.4 The following definition shall be deleted:

#### **"Affordable Housing Contribution**

*Means the sum of £150,000.00 (one hundred and fifty thousand pounds) to be provided in accordance with Schedule 1 in lieu of the Affordable Housing on site provision"*

- 3.5 The following Definitions shall be amended as follows:

The definition of "Planning Application" shall be amended to include the words as follows:

*After the words 67544/APP/2019/1978 include the words "and the application for planning permission reference 67544/APP/2022/2302 for a Deed of Variation to Section 106 Schedule 1 'Affordable Housing Contribution' associated with planning consent ref: 67544/APP/2020/3709, dated 14-07-21 (Variation of condition 2 (approved plans) for planning consent reference 67544/APP/2019/1978 dated 11-06-19 for the Erection of a block of 12 No. flats comprising of 7x1 bed, 4x2 bed and 1x3 bed apartments with associated parking, landscaping, access and amenity. The proposed changes are as follows:*

*1) Flat 1 extended to the rear to provide M4(3) requirement, 2) Flat 5 extended to the rear as per Flat 1 to simplify construction, 3) Lift/Stair core mirrored internally, 4) Rear elevation behind lift core goes up to main roof to simplify construction, 5) Balcony support posts added to simplify construction, and 6) Roof over Flat 12 balcony removed to simplify construction) to provide the affordable housing on site (4 x 1 bed units and 1 x 2 bed unit) in lieu of an affordable housing contribution".*

- 3.6 The definition of "S.106 Reference" shall be amended as follows:  
After the reference 67544/APP/2019/1978 include the words "and 67544/APP/2020/3709 and 67544/APP/2022/2302"
- 3.7 The definition of Planning Permission shall be amended to include the words "and Annex 5" after the words "Annex 3"
- 3.8 Schedule 1 of the Original Deed shall be deleted and replaced with the new Schedule 1 attached at Appendix 1 in this Deed.
- 3.9 There shall be a new Annex 4 inserted into to Original Agreement which is the document attached at Appendix 2 to this Deed.
- 3.10 There shall be a new Annex 5 inserted onto the Original Agreement which is the document attached at Appendix 3 to this Deed.

#### **4 STATUTORY PROVISION**

This Deed is made pursuant to Sections 106 and 106A of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and any other enabling powers, to the intent that it will bind the Owner and their successors in title to the Site

#### **5 COVENANTS TO THE COUNCIL**

The Owner covenant to observe and perform the covenants, restrictions and obligations contained in the Original Deed as varied by this Deed.

#### **6 REGISTRATION AS LOCAL LAND CHARGE**

The covenants in the Original Deed as modified by this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as provided in the Original Deed as modified by this Deed and the Council shall register this Deed in its register of Local Land Charges.

## **7 THIRD PARTIES**

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

## **8 INVALIDITY OF CERTAIN PROVISIONS**

If any of this Deed or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the same shall be severable and the remainder of this Deed as to the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

## **9 CONFIRMATION**

It is hereby declared by the Parties to this Deed saving and excepting for as is expressly provided for by the provisions of this Deed the covenants and provisions contained in the Original Deed continue to have full force and effect.

## **10 COSTS**

On or before the completion of this Deed the Owners shall pay to the Council the Council's reasonable legal costs in this matter.

## **11 VALUE ADDED TAX**

1. All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.
2. The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site and the 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 and the VAT shall be paid accordingly.

## **12 JURISDICTION**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**In witness whereof** this document has been executed and delivered as a deed on the date first stated above.

## APPENDIX 1

### **“SCHEDULE 1 DEFINITIONS**

<b>“Additional Affordable Housing Scheme”</b>	means a scheme to be prepared by the Owner and submitted to the Council in accordance with Part 2 of Schedule 1 detailing the Additional Affordable Housing Units to be provided and which:
	<ul style="list-style-type: none"><li>(a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s);</li><li>(b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;</li><li>(c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units;</li><li>(d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing (if applicable); and</li><li>(e) describes how the Additional Affordable Housing Units will be managed;</li></ul>
<b>“Additional Affordable Housing Units”</b>	means the Open Market Housing Units to be converted to Affordable Housing pursuant to an Additional Affordable Housing Scheme to be approved pursuant to Part 2 of Schedule 1;
<b>“Affordable Housing”</b>	means London Affordable Rented Housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these

	restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963);
<b>“Affordable Housing Units”</b>	means the five (5) Dwellings, which shall be London Affordable Rented Housing Units to be constructed within the Development pursuant to Schedule 1;
<b>“Authority’s Area”</b>	means the administrative area of the Council;
<b>“Average London Affordable Rented House Value”</b>	means the average value of London Affordable Rent Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early-Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;
<b>“Average Low-Cost Rent Housing Value”</b>	means the average value of London Affordable Rented Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early-Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;
<b>“Average Open Market Housing Value”</b>	means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Relevant Review Date based on the relevant information provided to establish the Early-Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;
<b>“Build Costs”</b>	means the build costs comprising construction of the Development supported by evidence of these costs to the Council’s reasonable satisfaction including but not limited to:

	<p>(a) details of payments made or agreed to be paid in the relevant building contract;</p> <p>(b) receipted invoices; costs certified by the Owner's quantity surveyor, costs consultant or agent,</p> <p>(c) but for the avoidance of doubt build costs exclude:</p> <p>(d) marketing costs;</p> <p>(e) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and</p>
<b>"Commencement Development"</b>	<p><b>of</b> means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> <li>- site clearance;</li> <li>- demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>- archaeological investigations and works;</li> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations,</li> </ul> <p>and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;</p>

<b>“Deputy Chief Executive and Director of Resident Services”</b>	means the Council’s Deputy Chief Executive and Director of Resident Services or such person as the Council designates as undertaking this role;
<b>“Development”</b>	means the development of the Site pursuant to the Planning Permission;
<b>“Development Viability Information”</b>	<p>means the information required by Formula 1a and Formula 2 being:</p> <ul style="list-style-type: none"> <li>(a) Estimated GDV;</li> <li>(b) Estimated Build Costs;</li> <li>(c) Average Open Market Housing Value;</li> <li>(d) Average London Affordable Rented Housing Value; and</li> <li>(e) Average Intermediate Housing Value;</li> </ul> <p>and including in each case supporting evidence to the Council’s reasonable satisfaction;</p>
<b>“Dwelling”</b>	means the 12 units of residential accommodation comprising 33 Habitable Rooms to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units;
<b>“Eligible Purchaser”</b>	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this

	Agreement being ninety thousand pounds (£90,000);
<b>“Eligible Renter”</b>	means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being sixty thousand pounds (£60,000) and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;
<b>“Estimated Build Costs”</b>	means the sum of: <ul style="list-style-type: none"> <li>(a) the estimated Build Costs remaining to be incurred at the Review Date; and</li> <li>(b) the actual Build Costs incurred at the Review Date</li> </ul>
<b>“Estimated GDV”</b>	means the price at which a sale of the Open Market Housing Units would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 2 of schedule 2 based on detailed comparable market evidence to be assessed by the Council and assuming: <ul style="list-style-type: none"> <li>(a) a willing seller and a willing buyer;</li> <li>(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;</li> <li>(c) that no account is taken of any additional bid by a prospective</li> </ul>

	<p>purchaser with a special interest; and</p> <p>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion</p>
<b>“External Consultant”</b>	means the external consultant(s) appointed by the Council to assess the Development Viability Information;
<b>“Formula 1a”</b>	means the formula identified as “Formula 1a” within Appendix 1;
<b>“Formula 2”</b>	means the formula identified as “Formula 2” within Appendix 1;
<b>“GLA”</b>	means Greater London Authority;
<b>“Habitable Room”</b>	means any room within a Dwelling the primary use of which is for living, sleeping or dining and which expressly includes kitchens of thirteen (13) square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than thirteen (13) square metres, bathrooms, toilets, corridors and halls;
<b>“Household”</b>	means, in relation to a person “A”, A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a London Living Rent Housing Unit (as appropriate) share that London Shared Ownership Housing Unit or London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons;
<b>“Household Income”</b>	<p>means:</p> <p>(a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser’s or Eligible Renter’s Household; and</p> <p>(b) in relation to joint Eligible Purchasers or joint Eligible Renters, the</p>

	combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households;
<b>"Intermediate Housing"</b>	means London Living Rent Housing, London Shared Ownership Housing or all or any of them (as the context requires);
<b>"London Affordable Rented Housing"</b>	means rented housing provided by a Registered Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is: <ul style="list-style-type: none"> <li>(a) including Service Charges, up to eighty per cent (80%) of local market rents; and</li> <li>(b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance;</li> </ul>
<b>"London Affordable Rented Housing Units"</b>	means the provision of 4 x 1 bed units and 1 x 2 bed unit which shall be London Affordable Rented Housing to be constructed within the Development as shown on the attached plan reference AAL-20-133-AFF Rev B at Annex 4 of this Deed
<b>"London Living Rent Housing"</b>	means rented housing provided by a Registered Provider that is required to be offered to Eligible Renters on a time-limited tenancy: <ul style="list-style-type: none"> <li>(a) with a minimum term of three (3) years unless a shorter term is requested by the prospective tenant;</li> <li>(b) with a break clause allowing the tenant to end the tenancy any time after the first six (6) months of the tenancy with one month's notice;</li> </ul>

	<p>(c) at rents not exceeding the relevant maximum rents published by the GLA annually; and</p> <p>(d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph 1 above;</p>
<p><b>“London Plan”</b></p>	<p>means the London Plan published in March 2021 as revised from time to time;</p>
<p><b>“London Plan Annual Monitoring Report”</b></p>	<p>means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;</p>
<p><b>“London Shared Ownership Housing”</b></p>	<p>means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):</p> <p>(a) must not exceed twenty eight per cent (28%) of the relevant annual gross income upper limit (such twenty eight per cent (28%) being equivalent to forty per cent (40%) of net income, with net income being assumed to be seventy per cent (70%) of gross income) specified in the London Plan Annual Monitoring Report; and</p>

	<p>(b) in respect of the following sizes of units, must not exceed twenty eight per cent (28%) of the corresponding annual gross income upper limit below (such twenty eight per cent (28%) being equivalent to forty per cent (40%) of net income, with net income being assumed to be seventy (70%) per cent of gross income):</p> <ul style="list-style-type: none"> <li>(i) one-bedroom: thirty thousand pounds (£30,000);</li> <li>(ii) two-bedroom: forty thousand pounds (£40,000);</li> <li>(iii) three-bedroom: fifty thousand pounds (£50,000); and</li> <li>(iv) four-bedroom: sixty-five thousand pounds (£65,000);</li> </ul>
<b>“Low-Cost Rent Housing”</b>	means Social Rented Housing, London Affordable Rented Housing or both (as the context requires);
<b>“Mayor’s Funding Guidance”</b>	means “Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance” published by the Mayor of London in November 2016 or any update or replacement guidance;
<b>‘Monitoring’</b>	means a survey of employees/residents/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);
<b>“Monitoring Period”</b>	means the period of up to a maximum of five (5) years beginning on Occupation of the Commercial Units or the Dwellings (as the case may be);
<b>“Occupied”</b>	means occupation for any purpose for which Planning Permission has been

	granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and <b>Occupation</b> and <b>Occupy</b> shall be construed accordingly;
<b>“Open Market Housing Units”</b>	Means 7 (Seven) Dwellings comprising Habitable Rooms which are to be sold or let on the open market and which are not Affordable Housing Units;
<b>“Plan”</b>	means the plan attached to this Agreement at Annex 2;
<b>“Protected Tenant”</b>	<p>means a tenant (or a successor in title to such tenant) who:</p> <ul style="list-style-type: none"> <li>b) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;</li> <li>c) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; and</li> <li>d) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so</li> </ul>

	that the tenant owns the entire Affordable Housing Unit;
<b>“Public Subsidy”</b>	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development;
<b>“Registered Provider”</b>	<p>means:</p> <p class="list-item-l1">(a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);</p> <p class="list-item-l1">(b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or</p> <p class="list-item-l1">(c) any other body specialising in the provision of Affordable Housing, in each case either nominated or approved by the Deputy Chief Executive and Director of Resident Services (such approval not to be unreasonably withheld or delayed);</p>
<b>“Review Date”</b>	means the date of the submission of the Development Viability Information pursuant to paragraph 2 of Part 2 of Schedule 1;
<b>“Rent Guidance”</b>	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation;

<b>“Rent Standard”</b>	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation;
<b>“Service Charges”</b>	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit, London Living Rent Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit, London Living Rent Housing Unit or London Shared Ownership Housing Unit;
<b>“Social Rented Housing”</b>	means rented housing owned and managed by local authorities or Registered Providers and let at Target Rents;
<b>“Staircasing”</b>	means the acquisition by a lessee of a London Shared Ownership Unit of additional equity in a London Shared Ownership Housing Unit up to a maximum of one hundred per cent (100%) equity and Staircased shall be construed accordingly;
<b>“Substantial Implementation”</b>	means the occurrence of the following in respect of the Development: <ul style="list-style-type: none"> <li>(a) completion of all ground preparation works for the Development and all site-wide enabling works;</li> </ul>

	<ul style="list-style-type: none"> <li>(b) completion of the foundations for the core of the Development;</li> <li>(c) construction of the ground floor slab to the first floor of the Development;</li> <li>(d) letting of a contract for the construction of the Development; and</li> <li>(e) practical completion of the first floor of the Development;</li> </ul>
<b>“Substantial Implementation Target Date”</b>	means the date twenty-four (24) months from but excluding the date of grant of the Planning Permission;
<b>“Targets”</b>	means for targets for achieving a decrease in the proportion of persons travelling to and from the Commercial Units or the Dwellings (as the case may be) 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 Commercial Travel Plan or the Residential Travel Plan (as the case may be) which shall be submitted to and approved by the Council for the Commercial Units of the Dwellings (as the case may be);
<b>“Target Rents”</b>	means rents for Social Rented Housing and London Affordable Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time;
<b>“VAT”</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
<b>“Working Day”</b>	means any day except Saturday, Sunday and any bank or public holiday and

	Working Days shall be construed accordingly.
--	--

## SCHEDULE 2

### PART 1 – AFFORDABLE HOUSING

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

1. Prior to Commencement of the Development, to submit to the Council a scheme detailing how the Affordable Housing will be delivered and secured in perpetuity and thereafter
2. To ensure that the Development is only occupied in accordance with the approved scheme which shall include:
  - 1.1 The layout, design and specification of the Affordable Housing Units;
  - 1.2 The tenure of the Affordable Housing Units; and
  - 1.3 How the Affordable Housing Units will be managed to ensure that they are retained and used in perpetuity as Affordable Housing.
3. Not to Occupy or allow Occupation of the Development until such time as:
  - 3.1 The Affordable Housing Units have been completed in accordance with the Planning Permission and unless the Council agrees otherwise to the Housing Corporation Scheme Development Standards (April 2007 edition or any updated or amended edition from time to time);
  - 3.2 The Affordable Housing Units have been made ready for Occupation; and
  - 3.3 The Affordable Housing Units have been transferred or demised to a Registered Provider either on a freehold basis or on a long lease of at least ninety-nine (99) years to a Registered Provider or other social landlord as the Director of Residents Services shall have approved in writing beforehand for this transaction and the disposition to be with the benefit of:

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

4. To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing save that this obligation shall not be binding on:

- 4.1 A Protected Tenant of an Affordable Housing Unit or anyone deriving title from such Protected Tenant;
- 4.2 A mortgagee or charge (or any receiver or administrative receiver appointed by such mortgagee or charge) of the whole or any part of the Affordable Housing Units or any successors in title to such mortgagee or charge or receiver or administrative receiver ("the Mortgagee") PROVIDED THAT the Mortgagee acting pursuant to any event of default shall first give written notice to the Council of its intention to dispose and shall have used reasonable endeavours to the satisfaction of the Director of Residents Services over a period of twelve (12) weeks from the date of the written notice to dispose of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding to the Mortgagee under the terms of the mortgage or charge including all accrued principal monies, interest and costs and expenses incurred by the Mortgagee in respect of the mortgage or charge. If such disposal has not taken place within the twelve (12) week period and the Council have certified in writing that it is satisfied that the Mortgagee has complied with the obligation in this paragraph 4.2, the Mortgagee shall be entitled to dispose of the Affordable Housing Units free

from the affordable housing provisions in this Schedule 1 which shall determine absolutely; and

4.3 Any mortgagee or charge (or any receiver appointed by such mortgagee or charge) of any Protected Tenant or any successors in title to any such mortgagee or charge or receiver.

5. The Affordable Housing Units shall not be Occupied other than on a tenure and with the categories of occupants to be in accordance with categories as determined (from time to time) by the Deputy Chief Executive and Director of Residents Services.

6. The Development shall not be Occupied until such legal agreements have been entered into with the Council as the Council considers necessary relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units and to securing that the Affordable Housing Units are retained as Affordable Housing in perpetuity which shall mean a nominations agreement between the Council and the Registered Provider of that unit or other such legal agreements as are reasonably required by the Council.

7. Disposal to a Registered Provider shall be subject to a condition that the Registered Provider enters into such legal agreements as are reasonably required by the Council relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units.

8. The Owner or the Registered Provider where relevant shall pay the Council's reasonable and proper costs in dealing with any notices, enquiries or further agreements relating to this Part 1 of this Schedule 1.

9. The affordable housing provisions in Schedule 1 of this Agreement shall not be binding on a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee provided that:

9.1 such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of 3 months from the date of the written notice,

to complete a disposal of the Affordable Housing Units to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

- 9.2 if such disposal has not completed within the 3-month period, the Chargee, shall be entitled to dispose of the Affordable Housing Units free from the affordable housing restrictions in Schedule 1 of this Agreement which provisions shall determine absolutely.

10. For the purpose of this schedule the following definitions will apply:

**“Charge”** means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee

**“Date of Deemed Service”** means, in each instance where a Chargee has served a Default Notice under this paragraph 10 of Schedule 1:

- (a) in the case of service by delivery by hand of the Default Notice to the Council’s offices addressed to the Director of Residents Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW the date on which the Default Notice is so delivered; or
- (b) in the case of service by using first class registered post to the Council’s offices at the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) provided that the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise).

**“Default Notice”** means a notice in writing served on the Council by the Chargee under paragraph 11 of Schedule 1 of the Chargee’s intention to enforce its security over the relevant Affordable Housing Units.

**“Intention Notice”** means a notice in writing served on the Chargee by the Council under paragraph 11.3 of Schedule 1 that the Council is minded to purchase the relevant Affordable Housing Units.

**“Moratorium Period”** means, in each instance where a Chargee has served a Default Notice under paragraph 11 of Schedule 1, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling 3 months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA).

**“Option”** means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 11.3 for the purchase of the Affordable Housing Units.

**“Sums Due”** means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses.

11. In order to benefit from the protection in paragraph 11.6 (an absolute release of the restriction on the Affordable Housing Units if a sale to the Council or a Registered Provider has not been completed with the 3-month Moratorium Period detailed below) a Chargee must:
  - (a) serve a Default Notice on the Council by delivery by hand to the Council’s offices during office hours or using first class registered post to the Council’s offices in either case addressed to the Director prior to seeking to dispose of the relevant Affordable Housing Units;
  - (b) when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and
  - (c) subject to paragraph 11.6, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 11.3
- 11.2 From the first day of the Moratorium Period to (but excluding) the date falling 1 calendar month later, the Council may serve an Intention Notice on the Chargee.

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

- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- (b) the price for the sale and purchase will be agreed in accordance with paragraph 11.4(b) or determined in accordance with paragraph 11.5;
- (c) provided that the purchase price has been agreed in accordance with paragraph 11.4(b) or determined in accordance with paragraph 11.5, but subject to paragraph 11.3(d), the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of (A) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (B) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

11.4 Following the service of the Intention Notice:

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

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

- (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule; and
- (ii) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

For the avoidance of doubt at no point shall the Chargee be required to dispose of the relevant Affordable Housing Unit(s) for a consideration less than the amount due and outstanding under the terms of the relevant security documentation

11.5 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 11.4(b):

- (a) the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider); and
- (c) the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or their deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

- (d) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 11.4(b)(i), due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
- (e) the independent surveyor shall act as an expert and not as an arbitrator;
- (f) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (g) the independent surveyor shall make their decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after their appointment and in any event within the Moratorium Period; and
- (h) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

11.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in Schedule 1 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

- (a) the Council has not served an Intention Notice before the date falling 1 calendar month after the first day of the Moratorium Period;
- (b) the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units Housing Units on or before the date on which the Moratorium Period expires; or
- (c) the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

11.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 11.1 to 11.6 (inclusive).

## **PART 2 – AFFORDABLE HOUSING REVIEW MECHANISM**

### **1      EARLY VIABILITY REVIEW TRIGGER**

- 1.1      The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before Substantial Implementation Target Date.
- 1.2      No later than ten (10) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before Substantial Implementation Target Date.
- 1.3      Following the Owner's notification pursuant to paragraph 1.1 of this Part 2 of this Schedule 2, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
  - a)      provide the Owner with reasonable written notice of its intention to carry out such an inspection;
  - b)      comply with relevant health and safety legislation; and
  - c)      at all times be accompanied by the Owner or its agent.
- 1.4      No later than twenty (20) Working Days after the Council receives
  - a)      notice pursuant to paragraph 1.1 of this Part 2 of this Schedule 1; or
  - b)      if the Council makes a request under paragraph 1.2 of this Part 2 of this Schedule 1, the additional documentary evidence,the Council shall inspect the Site and thereafter provide written confirmation to the Owner within ten (10) Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved

and whether it was achieved on or before the Substantial Implementation Target Date.

- 1.5 In the event of a dispute between the Council and the Owner in respect of whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date, clause 9 shall apply.
- 1.6 The Owner shall not Occupy the Development or any part thereof until:
  - a) it has been determined pursuant to paragraph 1 of this Part 2 of this Schedule 1 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
  - b) it has been determined pursuant to paragraph 3 of this Part 2 of this Schedule 1 that no Additional Affordable Housing Units are required; or
  - c) if it is determined pursuant to paragraph 3 of this Part 2 of this Schedule 1 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved in respect of those Additional Affordable Housing Units.

## 2 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

Where Substantial Implementation has not occurred before the Substantial Implementation Target Date, as determined by the Council under paragraph 1.4 of this Part 2 of this Schedule 1 or pursuant to clause 9:

- a) the Owner shall submit the following information no later than twenty (20) Working Days after the date of such determination, on the basis that the Council may make such information publicly available:
  - i the Development Viability Information for Formula 1a and Formula 2;
  - ii a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
  - iii where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and
- b) paragraphs 3 and 4 of this Part 2 of this Schedule 1 shall apply.

### 3 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1 The Council shall assess the information submitted pursuant to paragraph 2 of this Part 2 of this Schedule 1 and shall assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner and the Owner's reasonable representations in respect of such evidence being taken into account.
- 3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part 2 of this Schedule 1.
- 3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within ten (10) Working Days of receiving the relevant request.
- 3.4 Within twenty (20) Working Days of receipt by the Council of either the information referred to in paragraph 2(a) of this Part 2 of this Schedule 1 or (where required) the further Development Viability Information or supporting evidence provided by the Owner in accordance with paragraph 3.3 above, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.
- 3.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall, subject to paragraph 3.6, provide an Additional Affordable Housing Scheme to the Council for written approval (such approval not to be unreasonably withheld or delayed) within twenty (20) Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 of this Part 2 of this Schedule 1.

3.6 In the event of a dispute between the Council and the Owner in respect of the Council's assessment pursuant to paragraph 3.4 or paragraph 3.5 of this Part 2 of this Schedule 1, clause 9 shall apply.

3.7 Where it is determined that:

- a) a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or
- b) a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

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

3.8 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 and (if applicable) paragraph 3.3 of this Part 2 of this Schedule 1, including those of the External Consultant, within twenty (20) Working Days of receipt of a written request for payment (provided that such request shall be accompanied by a breakdown of the costs incurred, together with a supporting narrative).

#### 4 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

4.1 Where it is determined that one or more Additional Affordable Housing Units are required, the Owner shall not Occupy more than fifty per cent (50%) of the Open Market Housing Units unless and until it has:

- a) practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and
- b) paid any remaining surplus profit pursuant to paragraph 3.7 of this Part 2 of this Schedule 1 to the Council towards the delivery of offsite Affordable Housing within the Authority's Area.

## 5 PUBLIC SUBSIDY

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

## 6 MONITORING

- 6.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the Council shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.
- 6.2 The Parties acknowledge and agree that as soon as reasonably practicable the Council shall report to the GLA through the London Development Database the following information (to the extent applicable):
  - a) the approval of an Additional Affordable Housing Scheme pursuant to paragraph 3 of this Part 2 of this Schedule 1 or, if it is determined that an Additional Affordable Housing Scheme is not required, the date of such determination; and
  - b) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
  - c) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;
  - d) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.7 of this Part 2 of this Schedule 1.

## Appendix 1

### **FORMULA 1a (Surplus profit available for additional on-site affordable housing)**

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

**Where:**

**A** = Estimated GDV (£)

**B** =  $A + (C + 1)$

**C** = Percentage change in the Land Registry House Price Index for new build properties for the Council's administrative area from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

**D** = Estimated Build Costs (£)

**E** =  $D + (F + 1)$

**F** = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

**P** =  $(A - B) * Y$

**Y** = **20%**, being developer profit as a percentage of GDV for the private residential component as determined as part of the review (%)

**Notes:**

(A – B) represents the change in GDV of the private residential component of the development from the date of planning permission to the date of review.

(D – E) represents the change in build costs of the Development from the date of the planning permission to the date of the review.

## **FORMULA 2 (Additional affordable housing)**

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

X =  $((E * F) \div (A - B)) \div D$

Y = Additional London Living Rent Housing / London Shared Ownership requirement (Habitable Rooms)

Y =  $((E * G) \div (A - C)) \div D$

### **Where:**

**A** = Average Open Market Housing Value (£ per m<sup>2</sup>)

**B** = Average Low Cost Rent Housing Value (£ per m<sup>2</sup>)

**C** = Average Intermediate Housing Value (£ per m<sup>2</sup>)

**D** = Average Habitable Room size for the Development being 12.5m<sup>2</sup>

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

**F** = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Low Cost Rent Housing 70%

**G** = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Intermediate Housing 30%

### **Notes:**

(A – B) represents the difference in average value of market housing per m<sup>2</sup> and average value of Social Rented Housing and London Affordable Rented Housing per m<sup>2</sup> (£).

(A – C) represents the difference in average value of market housing and average value of London Living Rent Housing and London Shared Ownership Housing per m<sup>2</sup> (£).

(E \* F) represents the surplus profit to be used for Low Cost Rent Housing (£).

(E \* G) represents the surplus profit to be used for Intermediate Housing (£).

(E \* F)  $\div$  (A – B) represents the additional Low Cost Rent Housing requirement (m<sup>2</sup>).

(E \* G)  $\div$  (A – C) represents the additional Intermediate Housing requirement (m<sup>2</sup>).

**END OF SCHEDULE 1"**

**APPENDIX 2**

**“Annex 4**  
**Affordable Housing Land Plan”**



**APPENDIX 3**  
**“ANNEX 5**  
**DRAFT DECISIONNOTICE”**

## **APPENDIX 4**

### **THE LAND**

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  
**KEARNS (CHIPPENDALE WAY) LIMITED**  
acting by:

DIRECTOR..... 

DIRECTOR/SECRETARY.....

IN THE PRESENCE OF:

Signed: 

Name: Jason McKenzie

Job Title: Project Manager

Address: Flat 12 Hurricane House  
Kenley Place  
Uxbridge  
UB10 0GR



Peter Kearns  
Kearns Property Management &  
Development Ltd  
33 Highfield Drive  
Ickenham  
UB10 8AW

Date: 8th September 2020

**Community Infrastructure Levy (CIL)  
Liability Notice**  
**Regulation 65, Community Infrastructure Levy Regulations (2010) (As Amended)**

**Liability Notice Reference:** CIL / 2965  
**Associated Planning Reference Reference:** 67544/APP/2019/1978  
**Site location:** 19-22, Chippendale Way, Uxbridge

For other recipients, see end of notice

**- CIL Liability**

This notifies you that you will be liable to pay **£ 142,753.03** of Community Infrastructure Levy to **London Borough of Hillingdon** as CIL collecting authority on commencement of development on planning permission **67544/APP/2019/1978**. This charge has been levied under The Community Infrastructure Levy Regulations(2010)(As Amended) and s211 of the Planning Act 2008. Further details on payment procedure can be found overleaf.

**- How we calculated this figure**

We calculated this figure from the following information:

Element	Floor m <sup>2</sup>	TPI Used	Calculated Date	CIL Amount	MCIL Amount
<b>Res Houses (C3)</b>	Current: 0	334	08-09-2020	£ 97,064.35	£ 45,688.68
CIL Rate = £ 95.00	Demolished: 0				
MCIL Rate = £ 60.00	Proposed: 725				
	Increase: 725				

*Pete J. Kearns .*



## **Are you eligible for relief from CIL?**

If you are a charity or intend to use the development for social housing you may be eligible for a reduction (partial or entire) in this CIL liability. Please see the document published by the Department for Communities and Local Government, "Information to assist collecting authorities in making arrangements for the collection and enforcement of the Community Infrastructure Levy" for more information.

## **When will this CIL amount be due for payment?**

The payment procedure is to notify the CIL collecting authority before development commences of:

- a. Who will pay the amount, by assuming liability using CIL Form 1 "Assumption of Liability";
- b. The date on which you intend to commence development, by submitting a valid commencement notice.

Copies of these notices are available from:

[www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil](http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil)

Precise details of your payment arrangements and options will be contained in the demand notice that will be sent following submission of a valid commencement notice.

Your Chargeable amount is payable in full at the end of the period of 60 days beginning with the intended commencement date.

If this procedure is not followed, payment of the CIL amount will be due in full on the day that development commences. If a valid commencement notice has not been submitted before development commences, payment of the CIL amount will be due in full on the day that the collecting authority believes the development to have commenced.

## **Consequences of non payment**

If you fail to follow the payment procedure described above, the collecting authority may impose surcharges on this liability. Persistent failure to pay CIL liabilities due may result in the collecting authority imposing surcharges, serving a CIL stop notice prohibiting further development on the site and/or taking action to recover the debt due. Please see the document published by the Department for Communities and Local Government, "Consequences of failing to follow the CIL Payment procedure" for more information.

## **The amount of CIL liability in this notice is a local land charge**

This CIL liability has been registered as a local land charge against the land affected by the planning permission in this notice. This charge will be cancelled on full payment of this liability.

## **New liability notices may be issued**

Any change in the details contained in this notice (including calculation of the chargeable amount or amount of relief granted) will lead to the collecting authority issuing a new liability notice.

## **Do you think we have made a mistake in our calculations?**

You can ask us to review them. If you are unhappy with the calculation following this review, you can appeal to the Valuation Office Agency. Please see the Planning Portal website

[www.planningportal.gov.uk/planning/appeals](http://www.planningportal.gov.uk/planning/appeals)



**Other recipients of this notice who are jointly liable to pay CIL or have jointly assumed liability to pay CIL**

Name and address of other recipient(s) of this notice	Category of recipient
---	-----------------------

**None**

**This notice has also been copied to the following recipients:**

Name and address of other recipient(s) of this notice	Category of recipient
---	-----------------------

**Residents Services  
London Borough of Hillingdon  
3 North Civic Centre  
High Street Uxbridge  
Middlesex UB8 1UW  
[www.hillingdon.gov.uk](http://www.hillingdon.gov.uk)**



# DRAFT

Mr Seb Gale  
Amasia Architects Ltd.  
Lower Barn  
Weston Farm  
Albury  
GU5 9BZ

Application Ref: 67544/APP/2022/2302

## 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:

Deed of Variation to Section 106 Schedule 1 'Affordable Housing Contribution' associated with planning consent ref: 67544/APP/2020/3709, dated 14-07-2021 (Variation of condition 2 (approved plans) for planning consent reference 67544/APP/2019/1978 dated 11-06-19 for the Erection of a block of 12 No. flats comprising of 7x1 bed, 4x2 bed and 1x3 bed apartments with associated parking, landscaping, access and amenity. The proposed changes are as follows: 1) Flat 1 extended to the rear to provide M4(3) requirement, 2) Flat 5 extended to the rear as per Flat 1 to simplify construction, 3) Lift/Stair core mirrored internally, 4) Rear elevation behind lift core goes up to main roof to simplify construction, 5) Balcony support posts added to simplify construction, and 6) Roof over Flat 12 balcony removed to simplify construction) to provide the affordable housing on site (4 x 1 bed units and 1 x 2 bed unit) in lieu of an affordable housing contribution.

**Location of development:** 19-22 Chippendale Waye Uxbridge

**Date of application:** 8th August 2022

**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:.....*Pete F. Kelsay*..... Date:.....*21/10/22*.....

**Amendments required:** *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: 67544/APP/2022/2302

### SCHEDULE OF CONDITIONS

#### 1 APPROVAL for:

The Deed of Variation to Section 106 Schedule 1 'Affordable Housing Contribution' associated with planning consent ref: 67544/APP/2020/3709 to provide the affordable housing on site (4 x 1 bed units and 1 x 2 bed unit) in lieu of an affordable housing contribution.

### END OF SCHEDULE

**Address:**

Development Management

Directorate of Place

Hillingdon Council

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

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



## **GRANT OF PLANNING PERMISSION**

Application Ref: 67544/APP/2022/2302

### **SCHEDULE OF PLANS**

AAL-22-187-P01 - received 22 Jul 2022

AAL-20-133-AFF Rev. B - received 19 Aug 2022



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

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

#### **Appeals to the Secretary of State**

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

#### **Purchase Notices.**

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



**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 26 August 2022 shows the state of this title plan on 26 August 2022 at 14:48:36. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Wales Office .



# HM Land Registry

## Official copy of title plan

Title number **AGL472994**  
Ordnance Survey map reference **TQ0584SE**  
Scale **1:1250**  
Administrative area **Hillingdon**



