

DATED

21<sup>st</sup> December

2023

**T. J. MORRIS LIMITED**

and

**THE LONDON BOROUGH OF HILLINGDON**

PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106  
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS  
RELATING TO THE DEVELOPMENT OF LAND AT

FORMER B&M UNIT,

217 HIGH STREET

YIEWSEY

**PLANNING APPLICATION NUMBER:**

68663/APP/2023/1933

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/022970

**THIS PLANNING OBLIGATION BY DEED** is dated 21<sup>st</sup> December 2023

and is made **BETWEEN**:

1. **T. J. Morris Limited** (company number: 01505036) a company incorporated in England and Wales whose registered office is situated at Portal Way, Axis Business Park, Gillmoss, Liverpool L11 0JA ("the Owner");
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

#### **BACKGROUND**

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Land pursuant to a transfer between the transferor and the Owner dated 10<sup>th</sup> March 2023 with full title guarantee subject to registration at the Land Registry "(the Land)"
- C On 19<sup>th</sup> July 2023 the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Site pursuant to the Planning Permission.
- E The Council has delegated authority to determine the Planning Application to the Head of Development Management and Building Control subject to the prior completion of this Agreement.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.

## **THIS DEED WITNESSES AS FOLLOWS:-**

### **OPERATIVE PROVISIONS**

#### **1 INTERPRETATION**

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

<b>"1980 Act"</b>	means the Highways Act 1980 (as amended);
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"Air Quality Contribution"</b>	means the Indexed Linked sum of £434,371.50 referred to in Schedule 1 as a contribution towards contribution towards the delivery of LBH air quality local action plan and or implement specific measures on/along the road network affected by the proposal that reduce vehicle emissions and or reduce human exposure to pollution levels
<b>"Auditor"</b>	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of the Monitoring;
<b>"Authority's Area"</b>	means the administrative area of the Council;
<b>"Commencement of Development"</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: <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> and Commence and Commenced shall be construed accordingly;
<b>"Contributions"</b>	means together the Air Quality Contribution and Highway Works Improvement Contribution

<b>"Development"</b>	means the development of the Site pursuant to the Planning Permission;
<b>"End User Opportunities"</b>	means end user opportunities available from the Development
<b>"Form PO1"</b>	means the form in the substantial format attached at Appendix 1;
<b>"Highway Works"</b>	means the local highway improvements to be funded by the Highway Works Contribution to include (but not limited to) dropped kerbs and tactile paving at the following locations on Route One, West Drayton Station: (i) Junction of High Street and St. Stephens (ii) Terminus of the northern footway along Station Approach (iii) Junction of Station Road and West Drayton Garden (iv) Junction of Station Road and Brandville Road (v) Junction of Bellclose Road and Kingstone Lane (vi) Junction of Kingstone Lane and Hawthorne Crescent provided in Schedule 4 of this Agreement and shown in red on the attached Highway Works Plan at Appendix 2
<b>"Highway Works Improvement Contribution"</b>	means the sum of £33,000.00 towards the Highway Works
<b>"Highway Works Plan"</b>	means the plan reference Highway works 68663/APP/2023/1933 attached to this legal agreement at Appendix 2
<b>"Index Linked"</b>	means the application of the formula provided at clause 15;
<b>"Index of Retail Prices"</b>	means the Index of Retail Prices published monthly by the Office for National Statistics or, if the Index of Retail Prices is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;
<b>"Location Plan "</b>	means the plan reference LC01 attached to this Agreement at Appendix 2;
<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);
<b>"Monitoring Period"</b>	means the period of up to a maximum of five (5) years beginning on Occupation of the Development;
<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>"Planning Application"</b>	means the application for planning permission for Refurbishment of existing retail unit for use within Class E(a) including the sale of non-food and food and drink products, installation of new shopfront, reconfiguration of car park, landscaping, external plant and associated works. under the Council's reference number 68663/APP/2023/1933
<b>"Planning Permission"</b>	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3;
<b>"Planning Reference"</b>	means planning reference 68663/APP/2023/1933
<b>"Project Management and Monitoring Fee"</b>	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
<b>"Site"</b>	means the property known as Former B&M Unit 217 High Street, Yiewsley and shown for identification purposes only edged red on the Location Plan;
<b>"Specified Date"</b>	means the date upon which an obligation arising under this Agreement is due to be performed;
<b>"Targets"</b>	means for targets for achieving a decrease in the proportion of persons travelling to and from the Development by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Development;
<b>"Travel Plan"</b>	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Development other than by the driver only private car in accordance with Schedule 3;
<b>"Travel Plan Co-ordinator"</b>	means the person or persons to be appointed by the Owner to act as co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan;
<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;

**"Working Day"**

means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
  - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
  - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 references to any party in this Agreement include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;
- 1.2.11 "including" means "including, without limitation";
- 1.2.12 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.13 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;
- 1.2.14 ~~where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and~~

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

## **2 LEGAL BASIS**

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

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

## **3 CONDITIONALITY**

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

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

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

## **4 MISCELLANEOUS**

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

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

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

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

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

4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

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

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

## **6 COSTS**

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

- 6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

## **7 REGISTRATION OF AGREEMENT**

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

## **8 RIGHT OF ACCESS**

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

## **9. ARBITRATION**

- 9.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or legal relationship established by this Agreement shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:
- 9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;
- 9.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 9.1.4 the seat of the arbitration shall be London



**10. THIRD PARTIES**

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

**11. NOTICES**

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

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

- a) Director of Planning, Regeneration and Environment, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
- b) The Owner

**12. FORM PO1**

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to [CIL@hillingsdon.gov.uk](mailto:CIL@hillingsdon.gov.uk) 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 Agreement have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

**14. CONTRIBUTIONS**

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

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

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

14.3 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the

Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

**15. INDEXATION**

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

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

**16. INTEREST**

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

**17. VAT**

17.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

**18. JURISDICTION**

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

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

**SCHEDULE 1**  
**AIR QUALITY CONTRIBUTION**

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

- 1 Prior to Commencement of Development to pay to the Council the Air Quality Contribution; and
- 2 Not to Commence or cause or allow or permit Commencement of Development before the Air Quality Contribution has been paid to the Council.

**SCHEDULE 2**  
**END USER OPPORTUNITIES**

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

- 1 Prior to Commencement of Development to meet with the Council's Economic Development representative to discuss the End User Opportunities available within the Borough.
- 2 Within three months of the Commencement of Development the Owner shall submit to the Council for approval an end user opportunities strategy with a commitment to satisfy as reasonably possible the requirements of the Policy E7 of the Hillingdon Local Plan: Part 1 (2012) and Policy E11 of the London Plan (2021).

### **SCHEDULE 3** **TRAVEL PLAN**

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

- 1 Not to Occupy the Development until the Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
- 2 The Travel Plan shall include as a minimum:
  - 2.1 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
  - 2.2 The length of the monitoring period for the Travel Plan which shall not be less than the Monitoring Period;
  - 2.3 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Travel Plan;
  - 2.4 The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
  - 2.5 The Targets.
- 3 The Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Development.
- 4 To procure the funding and implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Travel Plan for the Monitoring Period.
- 5 The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Travel Plan Co-Ordinator have been supplied to the Council.
- 6 The Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Travel Plan Co-ordinator and the Auditor.
- 7 In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.
- 8 Following approval of the Travel Plan for the Development the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
  - 8.1 within twenty-eight (28) days of the Occupation of the Development to provide written details of the Travel Plan to all new occupiers of the Development;

- 8.2 to use reasonable endeavours to ensure that residents/users of the Development comply with the Travel Plan;
  - 8.3 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an annual review of the Travel Plan and provide a written report within twenty-eight (28) days of the review to the Council;
  - 8.4 to supply the Council with a statistical summary of the modes of transport used by Occupants disclosed by any Monitoring or copies of any questionnaires completed by Occupants; and
  - 8.5 to secure that the results of each Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.
- 9 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Travel Plan within twenty-eight (28) days of such recommendation being made by the Council.

**SCHEDULE 4**  
**HIGHWAY WORKS IMPROVEMENT CONTRIBUTION**

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

- 1 Prior to Commencement of Development to pay to the Council the Highway Works Improvement Contribution; and
- 2 Not to Commence or cause or allow or permit Commencement of Development until the Highway Works Improvement Contribution has been paid to the Council.

**APPENDIX 1**  
**FORM PO1**

TO: HEAD OF PLANNING AND ENFORCEMENT  
RESIDENTS SERVICES  
LONDON BOROUGH OF HILLINGDON  
3N CIVIC CENTRE  
HIGH STREET UXBRIDGE  
MIDDLESEX UB8 1UW

**SECTION 106/278 LEGAL AGREEMENT**  
**SITE ADDRESS:**

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

**SECTION 106 OBLIGATIONS**

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

NB: Please continue of separate sheet(s) if necessary.  
TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"  
UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE  
"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS  
SPECIFIED IN THE AGREEMENT

☐

**FOR COUNCIL USE**

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

PLANNING COSTS:

LEGAL COSTS:

OTHER COSTS (IDENTIFY):

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

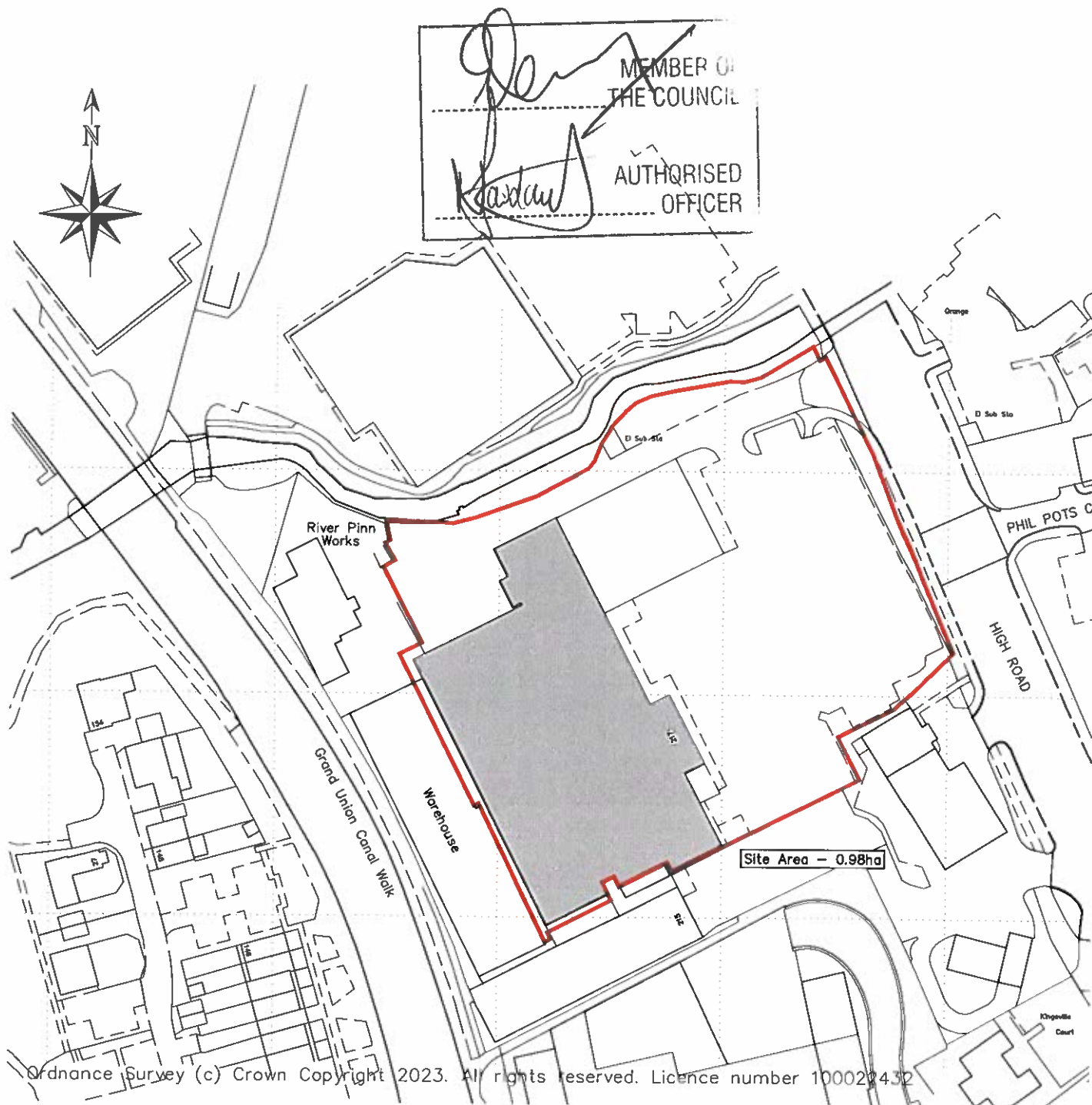
YES/NO



**APPENDIX 2**  
**PLANS**

HIGHWAY WORKS PLAN	Ref: Highway works 68663/APP/2023/1933
LOCATION PLAN	LC01





0m 10m 50m 125m

1:1250



**WPL Consulting LLP**

1 Airport West Lancaster Way Leeds LS19 7ZA  
Tel: 0113 202 9444 Fax: 0113 202 9333  
E-mail: mail@wplconsulting.co.uk

PROJECT TITLE  
217 High Street  
West Drayton  
UB7 7GN

DRAWING TITLE  
Site Location Plan

PROJECT No:  
9864  
SCALE:  
1:1250@A4

DRAWING No:  
LC01  
DATE:  
March 23

REVISION:  
  
DRAWN BY:

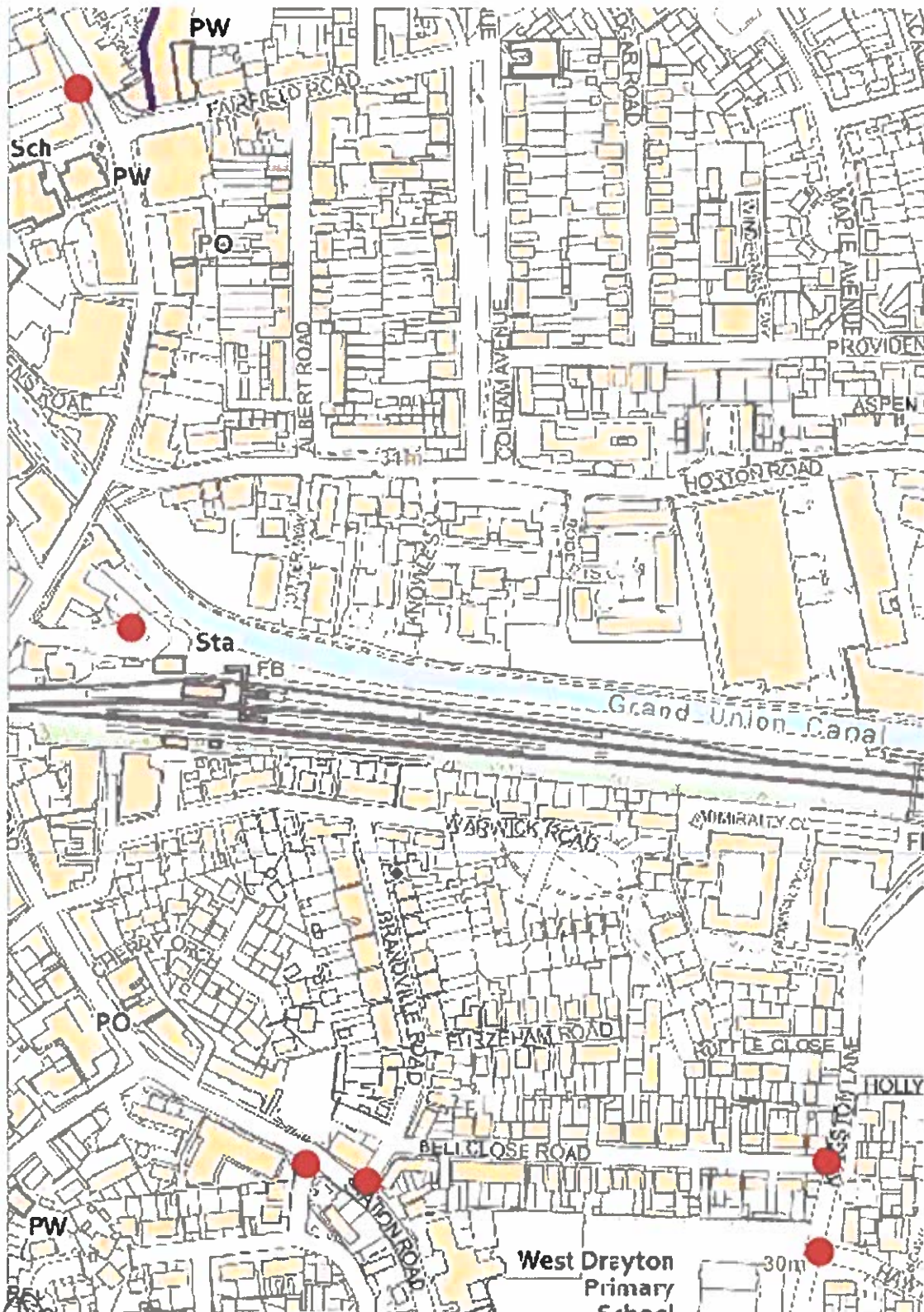
REV.	DATE	AMENDMENT

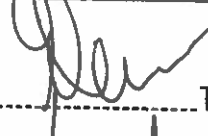
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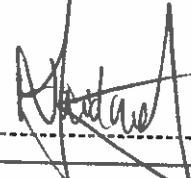
DATE:



## Location of Proposed Dropped Kerbs and Tactile Paving Works



  
MEMBER OF  
THE COUNCIL

  
AUTHORISED  
OFFICER

Ref: Highway works 68663/APP/2023/1933



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





# DRAFT

Mr Tim Rainbird  
Quod  
Quod  
21 Soho Square  
London  
W1D 3QP

Application Ref: 68663/APP/2023/1933

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

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

### Description of development:

Refurbishment of existing retail unit for use within Class E(a) including the sale of non-food and food and drink products, installation of new shopfront, reconfiguration of car park, landscaping, external plant and associated works.

**Location of development:** Former B&M Unit 217 High Street Yiewsley

**Date of application:** 19th July 2023

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

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

**Draft Decision Notice produced:**

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

**Amendments required:** YES / NO

# DRAFT

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

Application Ref: 68663/APP/2023/1933

### SCHEDULE OF CONDITIONS

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

#### REASON

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

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

Location Plan:  
LC01;

Site Plans:  
102 Rev. H;  
01 Rev. A;

Floor Plans:  
106 Rev. B;

Elevations:  
107 Rev. A;

Roof Plan:  
108;

Section Plans:  
111;

Other:  
110;

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

#### REASON

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

- 3 The development hereby permitted shall be carried out and operated in general accordance with the specified supporting plans and/or documents:

Planning & Retail Assessment (Dated June 2023);

AF/TR/Q230135 Response to Retail Policy Comments (Dated 3rd October 2023);

AF/TR/Q230135 Additional Response to Retail Policy Comments (Dated 31st October 2023);

Energy Statement Rev. B (Dated June 2023);

Flood Risk Assessment Rev. 01 (Dated 14th June 2023);  
Travel Plan Issue 02 (Dated July 2023);  
Updated Transport Assessment Issue 04 Rev. 03 (Dated 23rd October 2023); and  
784-B042436 Issue 4 Air Quality Assessment (Dated 3rd November 2023).

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

#### REASON

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

- 4 Notwithstanding the Town and Country Planning (Use Classes) Order (as amended), or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification, the building hereby approved shall not be used for any purpose other than as:
- Use Class E(a): 2,980m<sup>2</sup> floorspace for display or retail sale of goods, other than hot food, principally to visiting members of the public.

The premises shall only be used for:

- sale of bulky and non-bulky comparison goods; and
- sale of food and drink from an area not exceeding 894m<sup>2</sup>, of which no more than 200m<sup>2</sup> can be dedicated to frozen products and no more than 90m<sup>2</sup> can be dedicated to perishable food and drink products.

#### REASON

To ensure that the provisions of the development are secured to the retail use proposed to prevent detrimental impacts arising from an alternative use which is not permitted, including impacts on the vitality and viability of town centres, the local highway network and air quality, in accordance with Policies DMTC 1, DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies SD7, T4 and SI 1 of the London Plan (2021) and paragraphs 87, 111 and 174 of the National Planning Policy Framework (2023).

- 5 The development hereby approved shall not be sublet and/or subdivided and shall not allow for operation by more than one operator at any one time.

#### REASON

To ensure that the provisions of the development are secured to the retail use proposed to prevent detrimental impacts arising from an alternative use which is not permitted, including impacts on the vitality and viability of town centres, the local highway network and air quality, in accordance with Policies DMTC 1, DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies SD7, T4 and SI 1 of the London Plan (2021) and paragraphs 87, 111 and 174 of the National Planning Policy Framework (2023).

- 6 Notwithstanding the provisions of Part 7, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification), the buildings shall not be extended.

#### REASON

To ensure that the Local Planning Authority have assessed all the implications of the development, including impacts on design, the local highway network and air quality, in accordance with Policies DMHB 11, DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies D4, T4 and SI 1 of the London Plan (2021) and paragraphs 111, 130 and 174 of the National Planning Policy Framework (2023).

- 7 Notwithstanding the provisions of Part 7, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification), no additional structural internal mezzanine floorspace that can be used for storage shall

be created in excess of that area expressly authorised by this permission.

#### REASON

To ensure that the Local Planning Authority have assessed all the implications of the development, including impacts on design, the local highway network and air quality, in accordance with Policies DMHB 11, DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies D4, T4 and SI 1 of the London Plan (2021) and paragraphs 111, 130 and 174 of the National Planning Policy Framework (2023).

- 8 The development hereby approved shall not operate (including deliveries) outside of the following hours:
- 08:00 to 20:00 Monday to Saturday; and
  - 10:00 to 17:00 on Sundays and Public Bank Holidays

#### REASON

To safeguard the amenity of the occupants of the surrounding properties in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

- 9 The building(s) shall achieve 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). No building shall be occupied until accreditation has been achieved.

#### REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000 to ensure the development provides a safe and secure environment in accordance with Policy DMHB 15 of the Hillingdon Local Plan: Part 2 (2020) and Policy D11 of the London Plan (2021).

- 10 The development hereby approved shall achieve the highest standards of fire safety and ensure that they:
- 1) identify suitably positioned unobstructed outside space:
    - a) for fire appliances to be positioned on
    - b) appropriate for use as an evacuation assembly point
  - 2) are designed to incorporate appropriate features which reduce the risk to life and the risk of serious injury in the event of a fire; including appropriate fire alarm systems and passive and active fire safety measures
  - 3) are constructed in an appropriate way to minimise the risk of fire spread
  - 4) provide suitable and convenient means of escape, and associated evacuation strategy for all building users
  - 5) develop a robust strategy for evacuation which can be periodically updated and published, and which all building users can have confidence in
  - 6) provide suitable access and equipment for firefighting which is appropriate for the size and use of the development.

#### REASON

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

- 11 The shopfront hereby approved shall ensure that step-free access for wheelchair users is achieved from the public footway, via a profiled threshold or water bar not exceeding 15 mm in height, and a

double door set providing an effective, clear width of no less than 1800 mm. All such features shall remain in place for the life of the building.

#### REASON

To ensure an accessible and inclusive development is delivered in accordance with Policy D5 of the London Plan (2021).

- 12 Prior to the commencement of works on site, a Construction Management and Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority (in consultation with relevant stakeholders). This plan shall detail:

- (i) The phasing of the works;
- (ii) The hours of work;
- (iii) On-site plant and equipment;
- (iv) Measures to mitigate noise and vibration;
- (v) Measures to mitigate impact on air quality;
- (vi) Waste management;
- (vii) Site transportation and traffic management, including:
  - (a) Routing;
  - (b) Signage;
  - (c) Vehicle types and sizes;
  - (d) Hours of arrivals and departures of staff and deliveries (avoiding peaks times of day);
  - (e) Frequency of visits;
  - (f) Parking of site operative vehicles;
  - (g) On-site loading/unloading arrangements;
  - (h) wheel washing; and
  - (i) Use of an onsite banksman (if applicable).
- (viii) The arrangement for monitoring and responding to complaints relating to demolition and construction;
- (ix) Details of cranes and other tall construction equipment (including the details of obstacle lighting);

This plan should accord with Transport for London's Construction Logistic Planning Guidance and the GLA's 'The Control of Dust and Emissions during Construction and Demolition' Supplementary Planning Guidance (July 2014) (or any successor document). It shall cover the entirety of the application site and any adjoining land which will be used during the construction period. It shall include the details of cranes and any other tall construction equipment (including the details of obstacle lighting).

The construction works shall be carried out in strict accordance with the approved plan.

#### REASON

To safeguard the amenity of surrounding areas and to ensure that the construction works include appropriate efficiency and sustainability measures so as not to compromise the safe and efficient operation of the local highway network and local air quality, in accordance with Policies DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020) and Policies D14, SI 1, T4 and T7 of the London Plan (2021). Also, to ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter/receiver systems, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Part 2 (2020).

- 13 Prior to the commencement of development above ground level, details of all materials and external surfaces shall be submitted to and approved in writing by the Local Planning Authority. Details should include information relating to make, product/type, colour and photographs/images.

Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

## REASON

To ensure that the development presents a satisfactory appearance in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 14 Prior to commencement of development above ground level, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include: -
1. Details of Soft Landscaping
    - 1.a Planting plans (at not less than a scale of 1:100) to demonstrate no net loss of trees
    - 1.b Written specification of planting and cultivation works to be undertaken
    - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate
  2. Details of Hard Landscaping
    - 2.a Refuse Storage
    - 2.b Means of enclosure/boundary treatments
    - 2.c Car Parking Layouts, including:
      - 100 no. standard car parking spaces;
      - 20 no. disabled persons parking; and
      - 6 no. rapid active charging spaces and 6 no. spaces with passive provision for electric cars.
    - 2.d Cycle Parking Layouts, including:
      - 11 long stay; and
      - 28 short stay cycle parking spaces.
    - 2.e Hard Surfacing Materials
    - 2.f External Lighting
    - 2.g Other structures
  3. Details of Landscape Maintenance
    - 3.a Landscape Maintenance Schedule for a minimum period of 5 years.
    - 3.b Proposals for the replacement of any tree, shrub, or area of turfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
  4. Schedule for Implementation
  5. Other
    - 5.a Existing and proposed functional services above and below ground
    - 5.b Proposed finishing levels or contours

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

## REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with Policies DMHB 11, DMHB 12, DMHB 14, DMT 2, DMT 6 and DME1 1 of the Hillingdon Local Plan: Part 2 (2020) and Policies G1, G5, T6, T6.2 and T7 of the London Plan (2021).

- 15 Prior to commencement of development above ground level, a scheme for the enhancement of ecology shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall set out how the development will contribute positively to ecological value through the use of features and measures within the landscaping (i.e. nectar rich and diverse planting) and the fabric of the new built form (i.e. bat and bird boxes). The scheme shall include a plan with the features annotated and the development must be built and operated in accordance with the approved scheme.

## REASON

To ensure the development contributes positively to the ecological value of the area in accordance with Policy EM7 of the Hillingdon Local Plan: Part 1 (2012), Policy DME1 7 of the Hillingdon Local Plan: Parts 2 (2020) and Policies G6 and G7 of the London Plan (2021).

- 16 Prior to the first operation of the development, a Parking Design and Management Plan shall be submitted to and approved in writing by the Local Planning Authority. This shall detail car parking provision, indicating how the car parking will be designed and managed, with reference to Transport for London guidance on parking management and parking design.

The Parking Management Plan shall be implemented as approved and shall remain in force for the life of the development.

#### REASON

To allow sufficient space for all vehicles to access the application site and neighbouring sites, and to safeguard the safety of highway users, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policies T4 and T6 of the London Plan (2021).

- 17 Prior to the first operation of the development, a Delivery, Servicing and Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. This should demonstrate that arrival and departure of HGVs shall not take place at the same time to avoid conflict and highway safety issues. This should accord with Transport for London's Delivery and Servicing Plan Guidance.

Thereafter the development shall be operated in full accordance with the approved details.

#### REASON

To ensure appropriate servicing of the site, to safeguard highway safety and to safeguard the free flow of traffic, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policy T7 of the London Plan (2021).

- 18 Prior to the first operation of the development, a Low Emission Strategy (LES) shall be submitted to and approved in writing by the Local Planning Authority. The LES shall address but be not restricted to:

1) Compliance with the current London Plan (March 2021) and associated Planning Guidance requirements.

2) Implementation of a fast electric vehicle charging bay for cars, and rapid charging provisions for freight vehicles.

3) Update the proposed Travel Plan to make it more ambitious with a clear and effective strategy to encourage staff / users of the site to

- a) use public transport;
- b) cycle / walk to work where practicable;
- c) enter car share schemes;
- d) purchase and drive to work zero emission vehicles.

4) Avoid, whenever possible, urban areas including Air Quality Focus Areas.

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

#### REASON

As the application site is within an Air Quality Management Area, and to reduce the impact on air quality in accordance with Policy EM8 of the Local Plan: Part 1 (2012), Policy DME1 14 of the Hillingdon Local Plan: Part 2 (2020), Policies SI 1 and T4 of the London Plan (2021) and Paragraphs 174(e), 186 and 188 of the National Planning Policy Framework (2023).

- 19 Trees, hedges and shrubs shown to be retained on the approved plans shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If

any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs' Remedial work should be carried out to BS BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

#### REASON

To ensure that the trees and other vegetation continue to make a valuable contribution to the amenity of the area in accordance with Policy DMHB 14 of the Hillingdon Local Plan Part 2 (2020) and to comply with Section 197 of the Town and Country Planning Act 1990.

- 20 No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping purposes shall be clean and free of contamination. All imported soils shall be tested for chemical contamination, and the results of this testing shall be interpreted and submitted, in report form, for written approval by the Local Planning Authority.

#### REASON

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Part 2 (2020).

### 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 You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
- 3 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at [planning@hillington.gov.uk](mailto:planning@hillington.gov.uk). The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

The above forms can be found on the planning portal at:

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



Pre-Commencement Conditions: These conditions are important from a CIL liability perspective as a scheme will not become CIL liable until all of the pre-commencement conditions have been discharged/complied with.

- 4 The applicant/developer is advised to review the Canal & River Trust's "Code of Practice for Works affecting the Canal & River Trust" in order to ensure that the works comply with the Code and necessary consents are obtained.
- 5 Flood Risk Activity Permit Informative

The Environmental Permitting (England and Wales) Regulations 2016 require a permit to be obtained for any activities which will take place:

- on or within 8 metres of a main river
- on or within 8 metres of a flood defence structure or culvert including any buried elements
- involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert
- in a floodplain more than 8 metres from the riverbank, culvert or flood defence structure and you don't already have planning permission.

For further guidance please visit <https://www.gov.uk/guidance/flood-risk-activities-environmental-permits> or contact our National Customer Contact Centre on 03708 506 506 (Monday to Friday, 8am to 6pm GMT) or by emailing [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk). The applicant should not assume that a permit will automatically be forthcoming once planning permission has been granted, and we advise them to consult with us at the earliest opportunity.

## **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)

# DRAFT

Application Ref: 68663/APP/2023/1933

## SCHEDULE OF PLANS

108 - received 03 Jul 2023  
110 - received 03 Jul 2023  
111 - received 03 Jul 2023  
01 Rev. A Landscaping & Ecological Enhancement Scheme - received 26 Jul 2023  
107 Rev. A - received 17 Oct 2023  
Planning & Retail Assessment (Dated June 2023) - received 03 Jul 2023  
AF/TR/Q230135 Response to Retail Policy Comments (Dated 3rd October 2023) - received 03 Oct 2023  
AF/TR/Q230135 Response to Urban Design Comments (Dated 17th October 2023) - received 17 Oct 2023  
Updated Transport Assessment Issue 03 Rev. 02 (Dated 16th October 2023) - received 18 Oct 2023  
102 Rev. H Proposed Site Plan - received 05 Dec 2023  
Flood Risk Assessment Rev. 01 (Dated 14th June 2023) - received 03 Jul 2023  
Energy Statement Rev. B (Dated June 2023) - received 03 Jul 2023  
Travel Plan Issue 02 (Dated July 2023) - received 26 Jul 2023  
WT/AFx/TR/Q230135 Cover Letter (Dated 29th June 2023) - received 03 Jul 2023  
784-B042436 Issue 4 Air Quality Assessment (Dated 3rd November 2023) - received 07 Nov 2023  
AF/TR/Q230135 Additional Response to Retail Policy Comments (Dated 31st October 2023) - received 31 Oct 2023  
101 - received 03 Jul 2023  
103 Rev. A - received 03 Jul 2023  
104 - received 03 Jul 2023  
105 - received 03 Jul 2023  
106 Rev. B - received 03 Jul 2023  
LC01 - received 03 Jul 2023  
WT/AFx/TR/Q230135 Cover Letter (Dated 29th June 2023) - received 03 Jul 2023

## 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](http://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](mailto: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](http://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.

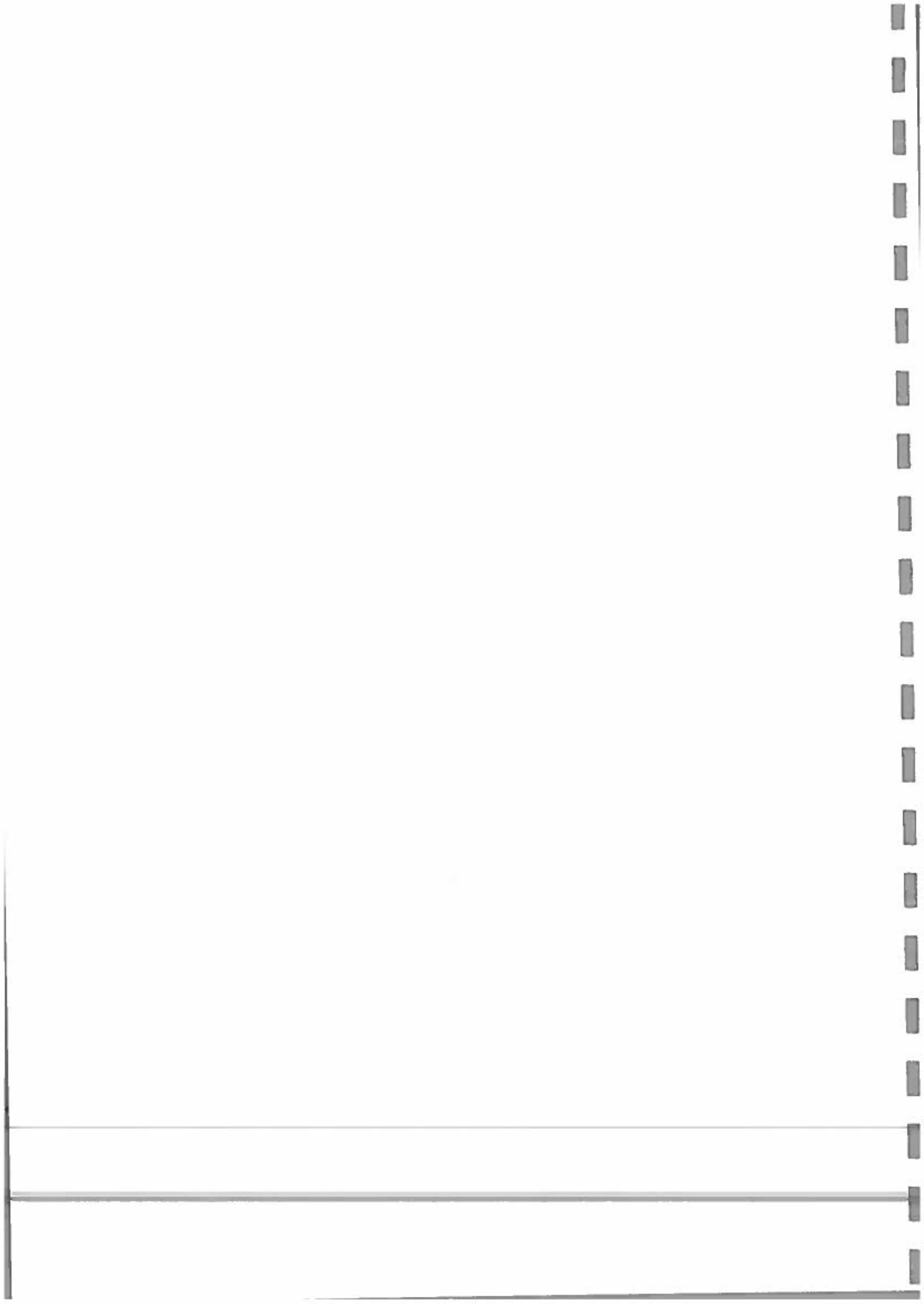
The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of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

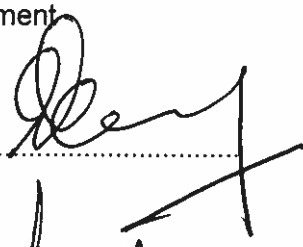


THE COMMON SEAL of the  
**MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HILLINGDON**

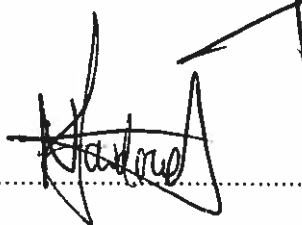
was duly affixed to this Agreement

in the presence of:-

MEMBER OF THE COUNCIL.....



AUTHORISED OFFICER.....



EXECUTED AS A DEED by:

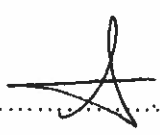
James Clarke

As Attorney for and on behalf of



**T. J. MORRIS LIMITED** in the presence of

Signature of Witness:.....



Name (in BLOCK CAPITALS):.....

**GARY EGBERTON**

Address:.....  
**T.J.Morris Limited  
Axis Business Park  
Portal Way  
Liverpool L11 0JA**

