

DATED 01 SEPTEMBER

2017

COLIN CHARLES NAPPIN and KATHLEEN VERA NAPPIN

and

JONATHAN HOSIER CROUCH and HUTOKSHI KEKI CROUCH

and

HOWARTH HOMES PLC

and

BARCLAYS BANK PLC

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

36-40 RICKMANSWORTH ROAD NORTHWOOD
PLANNING APPLICATION NUMBER: 69978/APP/2016/2564

Attn: Jyoti Mehta

Planning & Corporate Team

Legal Services

London Borough of Hillingdon

Civic Centre

High Street

Uxbridge

Middlesex

Tel: 01895 277254

THIS PLANNING OBLIGATION BY DEED is dated *01 SEPTEMBER* 2017

And is made **BETWEEN:**

- (1) **COLIN CHARLES NAPPIN and KATHLEEN VERA NAPPIN** of 36 Rickmansworth Road, Northwood, HA6 2QG ("the First Owner")
- (2) **JONATHAN HOSIER CROUCH and HUTOKSHI KEKI CROUCH** of 11a Greenheys Close, Northwood, Middlesex HA6 2FR ("the Second Owner")
- (3) **HOWARTH HOMES PLC** (Company Registration number 02274807) whose registered office is at 54 Oxford Road, Denham, Uxbridge, Middlesex, UB9 4DN and of Elthorne Gate, 64 High Street, Pinner HA5 5QA ("the Third Owner")
- (4) **BARCLAYS BANK PLC** (Company Registration number 1026167) whose registered office is at 1 Churchill Place, London, E14 5HP and whose address for service is at P.O. Box 187, Leeds LS11 1AN ("the Chargee")

The First Owner, Second Owner and Third Owner shall collectively be known as the "Owners" for the purposes of this Deed.

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

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- B The First Owner has the freehold interest in the Land registered under Title No. MX380618 at the Land Registry.
- C The Second Owner has the freehold interest in the Land registered under Title No. MX358248 at the Land Registry subject to a legal charge dated 11 October 2011 in favour of the Chargee and an Option Agreement dated 25 September 2015 in favour of the Third Owner.

- D The Third Owner has the freehold interest in the Land registered under Title No. MX333835 at the Land Registry
- E On 06 July 2016 the Planning Application was submitted to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- F The Council resolved on 27 March 2017 at its Major Applications Planning Committee meeting on to delegate authority to grant Planning Permission to the Head of Planning and Enforcement subject to the prior completion of this Deed.
- G The Owners intend to develop and use the Land pursuant to the Planning Permission.
- H The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

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

"Act"	means the Town and Country Planning Act 1990 (as amended);
"Affordable Housing"	means subsidised housing available through a Registered Provider (or other social landlord as the Director of Resident Services shall have approved in writing beforehand) to persons who cannot afford to rent or buy houses generally available on the open market to be provided in accordance with Schedule 2 ;
"Affordable Housing Contribution"	means the formula basis to be capped at 35% equivalent provision in accordance with the Council's Local Plan once the Affordable Housing Units are taken into account;
"Affordable Housing Review Mechanism"	means the mechanism for the Council to review the Quantum of Affordable Housing to be provided at the Development as detailed in Schedule 1 ;
"Affordable Housing Units"	Means Dwellings which may be provided and which shall be Affordable Housing to be constructed within the Development the layout, design, tenure and specification of such to be approved by the Council in accordance with Schedule 2 ;

<p>“Authority’s Area”</p>	<p>means the administrative area of the Council;</p>
<p>“Commencement of Development”</p>	<p>means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination repair and “Commence” and “Commencement” shall be construed accordingly;</p>
<p>"Construction Training Contribution"</p>	<p>means the Index Linked sum calculated in accordance with the Council's Planning Obligations Supplementary Planning Document as at the date of this Deed and to be provided as accordance with Schedule 3 and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area;</p>
<p>“Construction Training Scheme”</p>	<p>means a construction training scheme to the value of the Training Costs referred to in Schedule 3 (to meet the requirements of the Council's Planning Obligations Supplementary Planning Document as at the date of this Deed) in respect of the Development to be implemented by The</p>

	Owners to fund, arrange and/or provide construction training for workers and /or potential workers for the Development;
"Contributions"	means the Construction Training Contribution;
"Co-ordinator Costs"	means the Index Linked sum of nine thousand six hundred pounds (£9,600);
"the Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;
"Development"	means the development authorised by the Planning Permission or any future planning permission subsequently issued for the Development under section 73 of the Act;
"Form PO1"	means the form in the substantial format set out in Annex 1;
"Greenheys Close Access Works"	means the works to the Greenheys Close Access referred to in Schedule 5 of this Agreement;
"Highway Agreements"	means one or more highway agreements to be entered into by The Owners and the Council under Section 38 and/or Section 278 of the Highways Act 1980 as are required for the completion of the Highways Works;
"Highways Drawings"	Means those drawings illustrating the Highway Works attached at Annex 3

<p>"Highway Works"</p>	<p>means the highway means the Highway Works and associated modifications to Richmansworth Road and Greenheys Close to be completed in accordance with Schedule 4 and the Highways Drawings attached as Annex 3</p>
<p>"Index Linked"</p>	<p>means the application of the formula at clause 15 of this Deed and "Indexation" and "Index Linking" and "Indexation" shall be construed accordingly;</p>
<p>"Interest"</p>	<p>means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;</p>
<p>"Land"</p>	<p>means all the land and buildings at 36,38 and 40 Rickmansworth Road Northwood Hillingdon HA6 2QG which is in the freehold ownership of The Owners and is registered at the Land Registry under title No. MX380618, MX358248 and MX333835 and is shown for identification purposes edged red on the Plan;</p>
<p>"Occupation"</p>	<p>means occupation of the Land for the purposes permitted by the Planning Permission and "Occupy" and "Occupied" shall be construed accordingly;</p>
<p>"Plan"</p>	<p>means the Plan attached to this Deed at Annex 2;</p>
<p>"Planning Application"</p>	<p>means the application for the demolition of 3 detached dwellings and redevelopment to</p>

	provide 24 residential flats (13 x 1 bedroom units; 8 x 2 bedroom units; and 3 x 3 bedroom units), amenity space and associated car parking under the Council's reference number 69978/APP/2016/2564;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Annex 3 ;
"Project Management and Monitoring Sum"	means the sum equivalent to five (5) percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed;
"Protected Tenant"	means any tenant of an Affordable Housing Unit who: <ul style="list-style-type: none"> i) 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; or ii) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Dwelling is owned by the tenant and a share owned by the Registered Provider) by the Registered Provider in respect of a particular Affordable Dwelling and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the

	<p>entire Affordable Dwelling; or</p> <p>iii) has acquired a 100% interest in an Affordable Housing Unit pursuant to a shared equity scheme</p>
“Registered Provider”	means an affordable housing provider as provided for in the Housing and Regeneration Act 2008 or such other provider of Affordable Housing approved by the Council
“Section 106 Reference”	means the planning application reference number 69978/APP/2016/2564;
“Significant Under-Performance”	means delivery of less than fifty (50) per cent of the total outputs specified in the agreed Construction Training Scheme;
“Specified Date”	means the date upon which an obligation arising under this Deed is due to be performed;
“Training Costs”	<p>means the sum calculated as at Commencement of Development using the following formula as prescribed within the Council's Planning Obligations Supplementary Planning Document (as in force at the date of this Deed (or any similar replacement of amendment documents)):</p> <p>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development";</p>
“VAT”	If and where applicable herein means Value

	Added Tax.
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- 1.2 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.
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Owners under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

1.9 Without prejudice to the terms of any other provision contained in this Deed the Owners shall pay all costs charges and expenses (including legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any obligation of the Owners arising under this Deed.

2. STATUTORY PROVISIONS

2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 to the intent that it will bind The Owners and his successors in title to the Land.

2.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority

3. CONDITIONALITY

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

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

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

4. MISCELLANEOUS

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

4.2 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owners in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owners.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable against the Owners and any successors in title to the Land and assigns of the Owners or any person corporate or otherwise claiming title through or under the Owners an interest or estate to the Land or any part or parts of the Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or (without the consent of the Owners or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.9 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.

- 4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Owners and the Council or their respective successors in title.

5. THE OWNERS'S PLANNING OBLIGATIONS

The Owners covenants with the Council to observe and perform the obligations contained in clause 6 and Schedules 1 to 4 of this Deed.

6. COSTS

- 6.1 The Owners hereby covenant with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed in the sum of £3,000.

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

7. REGISTRATION OF DEED

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

8. RIGHT OF ACCESS

Without prejudice to the Council's statutory rights of entry the Owners shall permit the Council and its authorised employees and agents upon reasonable written notice and by prior arrangement with the Owners to enter the Land at all reasonable times for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed.

9. ARBITRATION

- 9.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within twenty one (21) days by an

arbitrator to be appointed at the request of any party by the President of The Royal Institution of Chartered Surveyors (or by the President of the Institution of Civil Engineers if the dispute relates to the Highway Works) as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

9.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

10. THIRD PARTIES

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

11. NOTICES

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

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

- a) Director of Residents Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed;
- b) The First Owner at: 36 Rickmansworth Road, Northwood, HA6 2QG
- c) The Second Owner at: 11a Greenheys Close, Northwood, Middlesex HA6 2FR
- d) The Third Owner at: 54 Oxford Road, Denham, Uxbridge, Middlesex, UB9 4DN and of Elthorne Gate, 64 High Street, Pinner HA5 5QA
- e) The Chargee at: 1 Churchill Place, London, E14 5HP and whose address for service is at P.O. Box 187, Leeds LS11 1AN

12. **FORM PO1**

Prior to Commencement of the Development the Owners shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Residents Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

13. **CHANGE IN OWNERSHIP**

The Owners agree to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

14. **CONTRIBUTIONS**

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

- (a) The Contributions due under this Deed 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.

15. **INDEXATION**

The Owners agree with the Council that any sums payable by The Owners under this Deed 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 Deed;
- (c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date;
- (d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed; and
- (e) C/D is equal to or greater than 1.

16. INTEREST

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

17. VAT

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

17.2 The Owners hereby acknowledge and agree 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 Owners and the VAT shall be paid accordingly.

18. JURISDICTION

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

19. CHARGEES CONSENT

19.1 The Chargee acknowledges and declares that this Deed has been entered into by the Second Owner with their consent and that the parts of the Land over which the Chargee has a charge shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land over which the Chargee has a charge shall take effect subject to this Deed PROVIDED THAT the Chargee shall otherwise have

no liability under this Deed unless it takes possession of the parts of the Land over which the Chargee has a charge in which case it too will be bound by the obligations as if it were a person deriving title from the Second Owner. For avoidance of doubt the Chargee shall not be liable for any pre-existing breach and shall have no liability after it has discharged its respective security or have disposed of its respective part of the Land whether by sale or otherwise.

IN WITNESS of which this Agreement has been duly executed as a Deed and has been delivered once dated.

SCHEDULE 1
AFFORDABLE HOUSING REVIEW MECHANISM

In this Schedule:

"Financially Viable"	means that the Development has (or as at the Review Date is predicted to have) upon completion of the Development a gross development value that results in not less than twenty percent (20%) developer's profit on sales and "Financial Viability" shall be construed accordingly.
"Quantum of Affordable Housing"	means the provision of Affordable Housing for the Development;
"Review Date"	means the date being fifteen (15) months from the date of the grant of the Planning Permission.
"Viability Assessment Mechanism"	means a viability appraisal to be carried out for the whole Development in the same format as was submitted and relied upon in support of the Application (unless otherwise agreed by the Council).
"Viability Report"	means a report to be produced at the expense of The Owners setting out the results of the viability appraisal as at the Review Date.

The Owners covenant with the Council as follows:

1. Within twenty eight (28) days of the Review Date, on one occasion only and only if at the Review Date the Development has not been Commenced, the Council may serve written notice to the Owners requiring that they provide to the Council a Viability Report using the Viability Assessment Mechanism, at the Owners' own expense, in order to establish whether the Residential Development would be Financially Viable.

- a. the Quantum of Affordable Housing in the Development as a whole shall not under any circumstances exceed thirty (35%) per cent of the Dwellings within the Development.

8. The parties hereby agree that the following assumptions shall apply in any application of the Viability Assessment Mechanism:

a. Land costs

This is the value of the Land at the time it was invested in the project by The Owners.

b. Planning Costs

These are the costs reasonably incurred by the Owners in obtaining the Planning Permission and all reserved and conditional matters thereunder and all requisite consents required for infrastructure works. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure. For the avoidance of doubt these include all planning costs of complying with the planning obligations relating to the development.

c. Enabling Works

These are the costs reasonably incurred by the Owners for all proposed infrastructure works necessarily required for the carrying out of the Development. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure.

d. Sales Costs

These are the costs reasonably incurred by the Owners in selling land to developers of the site, e.g. legal fees, sales agent fees etc. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure.

e. Sales Income

This is all of the income received in respect of the development of the site including land sales (including additional overage sums), rents, advertisement and all other income. This income will represent actual income received at the date of the Viability Report. It will be evidenced by a statement by the Owners' solicitors:

1. verifying the historic income from the development of the site such as receipts from land sales;
2. certifying that all of the sale receipts represent arms length disposals and at open market value;
3. in the case of a disposal not for money providing information about the arrangements to enable the value of the transaction to be assessed.

f. Historic Costs

The costs referred to in paragraphs above will be verified by a statement by the Owners' auditors verifying the historic costs concerned.

g. Forecast Costs

Full details of the forecast costs referred to in paragraphs above will be verified by an independent and appropriately qualified quantity surveyor.

h. Other Costs

Any other costs directly and properly incurred in connection with the carrying out of the Development

9. Within two (2) months of the Viability Report being agreed or determined, the Council shall notify the Owners of the Quantum for Affordable to be provided within the Development.

10. Within two (2) months of the Council notifying the Owners of the Quantum of Affordable Housing, the Owners shall provide to the Council a scheme for approval by the Council demonstrating how the Affordable Housing will be delivered and secured and the Owners shall make such amendments to the proposed scheme as are reasonably required by the Council and thereafter to ensure that the Development is only occupied in accordance with the approved scheme which shall include:

12.1 The layout, design and specification of the Affordable Housing Units;

12.2 The tenure of the Affordable Housing Units; and

12.3 How the Affordable Housing Units will be managed to ensure that they are retained and used in perpetuity as Affordable Housing.

- 13 Following approval by the Council of the scheme referred to in paragraph 12 above, the Owners shall enter into such legal agreements with the Council as the Council reasonably require to ensure that the Quantum of Affordable Housing is delivered in accordance with the approved scheme.

- 14 The Council may require the Owners to pay the Affordable Housing Contribution towards Affordable Housing within the Authority's Area in lieu of providing the Quantum of Affordable Housing within the Development, such contribution to be determined by the Council acting reasonably in accordance with its Supplementary Planning Document on Planning Obligations (from time to time in force).

SCHEDULE 2
AFFORDABLE HOUSING

The Owners hereby covenants with the Council as follows:

1. In the event that the Owners is to provide a Quantum of Affordable Housing the provisions of this Schedule 2 will take effect.
2. Not to Occupy or allow Occupation of the Development until such time as:
 - 2.1 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);
 - 2.2 The Affordable Housing Units have been made ready for Occupation;
and
 - 2.3 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;
3. 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: includes any receiver or manager or administrator (including any receiver appointed pursuant to the Law of Property Act 1925) or any person appointed under any security documentation to enable such mortgagee or chargee to realise its security

3.1 A Protected Tenant of an Affordable Housing Unit or anyone deriving title from such Protected Tenant;

3.2 A mortgagee or chargee (or any receiver or administrative receiver appointed by such mortgagee or chargee) of the whole or any part of the Affordable Housing Units or any successors in title to such mortgagee or chargee or receiver or manager or administrator or administrative receiver (including any receiver appointed pursuant to the Law of Property Act 1925) or any person appoint under any security documentation to enable such mortgagee or chargee to realise its security ("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 3.2, 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

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

4. 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 Director of Residents Services.
5. 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/owners/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.
6. 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/owners/occupiers for the Affordable Housing Units.
7. The Owners shall pay the Council's reasonable and proper costs in dealing with any notices, enquiries or further agreements relating to this Schedule.

SCHEDULE 3
CONSTRUCTION TRAINING

The Owners hereby covenant with the Council as follows:

Construction Training Scheme: In-kind Provision.

1. Prior to Commencement of the Development to meet (along with The Owners' main contractor) with representatives from the Council's performance team and agree the basis and methodology of the Construction Training Scheme for the Development.
2. The Owners shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage which sets out the obligations in this Schedule and The Owners' commitment to ensuring that the obligations contained in this Schedule are complied with.
3. Prior to Commencement of the Development to pay to the Council the Co-ordinator Costs.
4. Not to Commence or cause or permit to be Commenced the Development until the obligations in paragraphs 1- 3 of this Schedule have been complied with.
5. The Owners shall thereafter use reasonable endeavours to procure that its contractors and their sub contractors implement and adhere to the agreed Construction Training Scheme throughout the construction phase of the Development in order that obligations in this Schedule are met.
6. In the event of Significant Under-Performance the Council reserves the right to request the Training Costs. The Owners will have a period of not less than twenty eight (28) days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) days delivery rises to fifty (50) per cent or more of the total outputs specified in the agreed Construction Training Scheme then the Training Costs will not be payable by The Owners and the

request for payment will be withdrawn by the Council. For the avoidance of doubt in the event of Significant Under-Performance the Training Costs are payable to the Council in addition to the Co-ordinator Costs to be paid in accordance with paragraph 4 of this Schedule.

7. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Training Costs are paid to the Council.

Construction Training Contribution In Lieu

8. The Construction Training Scheme will not be required where The Owners and the Council agree in writing prior to Commencement of the Development that The Owners shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development.
9. Not to Occupy or cause to be Occupied any part of the Development before either:
 - 9.1. the approved Construction Training Scheme has been implemented and delivered by The Owners throughout the construction period of the Development in accordance with that approved scheme and the Co-ordinator Costs (and the Training Costs in the event of Significant Under-Performance) have been paid to the Council; or
 - 9.2. the Construction Training Contribution has been paid to the Council.

SCHEDULE 4
HIGHWAY WORKS

The Owners hereby covenant and agrees with the Council as follows:

1. Not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Works have been completed to the satisfaction of the Council.
2. To enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced or to procure that The Owners' successor in title to the Land shall enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced.
3. Without prejudice to the requirements of paragraph 2 of this Schedule, the scope and specification of any Highways Works (including the scope and specification of any associated works, studies, audits or modelling referred to in paragraph 6 below) shall be first agreed in writing by the Council's Highways Engineer.
4. To be responsible for the full costs of the Highways Works including any traffic orders the Council seeks to make which are necessary to implement the Highways Works, whether or not such orders are successfully made.
5. The Owners shall pay the Councils reasonable and proper legal costs in entering into any Highways Agreements.

SCHEDULE 5
GREENHEYS CLOSE ACCESS WORKS

The Owners covenant and agree with the Council as follows:-

1. Prior to Occupation of the Development the Owner shall submit to the Council for its written approval details of the Greenheys Close Access Works
2. Once approved by the Council, the Owner will ensure that the Greenheys Close Access Works are implemented at the full cost of the Owner and thereafter maintained for the lifetime of the Development, unless otherwise agreed in writing by the Council.
3. Not to Occupy or permit or cause to be Occupied any part of the Development until the works to the Greenheys Close Access Works have been completed to the satisfaction of the Council.
3. Prior to Occupation of the Development not to permit any pedestrian or vehicular access from Greenheys Close

APPENDIX 1

FORM PO1

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

FORM
PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____
PLANNING REFERENCE: _____
DESCRIPTION OF DEVELOPMENT: _____
DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS:

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM: _____

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

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

FOR COUNCIL USE

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

COST CODE: _____
PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS _____ YES/NO

APPENDIX 2

PLAN

igned for and on behalf of BARCLAYS BANK PLC by
 Name mailwex
 ed SLSI) in the presence of
 ness SPMOZUE HOPE



[Signature]
 MEMBER OF THE COUNCIL

[Signature]
 AUTHORIZED OFFICER

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

willcox and mailwex

REV	DATE	DESCRIPTION	DRAWN
01	11/01/2016	For Approval	

CLIENT	PROJECT
Howarth Homes	Rickmansworth Road Northwood

DRAWING TITLE	PROJECT No	DATE	DWG No	REV	SCALE
Location Plan	170	11/01/2016	010	00	1:1250 @ A3

PL	PL	PL	PL
PL	PL	PL	PL

For Approval

ANNEX 3
DRAFT PLANNING PERMISSION

DRAFT

Richard Henley
Hepher Grincell
45 Welbeck Street, London
W1G 8DZ

Application Ref: 69978/APP/2016/2564

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:

Demolition of 3 detached dwellings and redevelopment to provide 24 residential flats (13 x 1 bedroom units; 9 x 2 bedroom units; and 2 x 3 bedroom units), amenity space and associated car parking (Re-consultation following receipt of revised plans including highway works)

Location of development: 36-40 Rickmansworth Road Northwood

Date of application: 06 July 2016

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 4 July 2017

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

Amendments required: YES / NO

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

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 69978/APP/2016/2564

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

170-PL-010-00: Site Location Plan (1:1250)
170-PL-011-00: Existing Site Plan (1:200)
170-PL-040-01: Existing Site Sections (1:200)
170-PL-050-00: Demolition Plan (1:200)
170-PL-100-03: Proposed Site Plan (1:200)
170-PL-200-03: Proposed Ground Floor Plan (1:200)
170-PL-201-02: Proposed First Floor Plan (1:200)
170-PL-202-03: Proposed Second Floor Plan (1:200)
170-PL-203-03: Proposed Third Floor Plan (1:200)
170-PL-204-03: Proposed Roof Plan (1:200)
170-PL-300-03: Proposed South West Elevation (1:200)
170-PL-301-03: Proposed North West Elevation (1:200)
170-PL-302-03: Proposed North East Elevation (1:200)
170-PL-303-03: Proposed South East Elevation (1:200)
170-PL-304-03: Proposed Street Scene (1:200)
170-PL-400-03: Proposed Site Section (1:200)
160824/SK/04 Rev F: Vehicle Tracking
160824/800/01 Rev E: Road Markings

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan (2012) and the London Plan (2016).

SCHEDULE OF CONDITIONS

- 3 The development hereby permitted shall not be occupied until it has been completed in accordance with the specified supporting plans and/or documents:
- Arboricultural & Planning Integration Report (GHA Trees)
 - Tree Protection Plan (GHA Trees)
 - Noise Impact Assessment (NSL)
 - Transport Statement & Appendices (Dermot McCaffery)
 - Supplemental Letter to Transport Statement [06.06.16] (Dermot McCaffery)
 - Surface Water & SuDs Drainage Statement (EAS)
 - Energy Statement (Bluesky Unlimited)
 - Viability Report & Toolkit (Turner Morum LLP)
 - Stage 1 Road Safety Audit, February 2017 (Gateway TSP)

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

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan (2012) and the London Plan (2016).

- 4 Prior to commencement of development, the applicant shall submit a demolition and construction management plan to the Local Planning Authority for its approval. The plan shall detail:
- (i) The phasing of development works
 - (ii) The hours during which development works will occur (please refer to informative I15).
 - (iii) A programme to demonstrate that the most valuable or potentially contaminating materials and fittings can be removed safely and intact for later re-use or processing.
 - (iv) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
 - (v) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours).
 - (vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
 - (vii) The storage of demolition/construction materials on site.

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

REASON

To safeguard the amenity of surrounding areas in accordance with policy OE1 of the Hillingdon Local Plan: Part 2 - Saved UDP Policies (2012).

SCHEDULE OF CONDITIONS

- 5 No development shall take place until plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings have been submitted to and approved in writing by the Local Planning Authority. Such levels shall be shown in relation to a fixed and known datum point. Thereafter the development shall not be carried out other than in accordance with the approved details.

REASON

To ensure that the development relates satisfactorily to adjoining properties in accordance with policy BE13 of the Hillingdon Local Plan: Part 2 - Saved UDP Policies (2012).

- 6 No site clearance or construction work shall take place until the details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:

1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures, particularly in reference to the protected pine (T9 (T1, TPO No. 648).

2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority such fencing should be a minimum height of 1.5 metres.

Thereafter, the development shall be implemented in accordance with the approved details. The fencing shall be retained in position until development is completed. The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:

2.a There shall be no changes in ground levels;

2.b No materials or plant shall be stored;

2.c No buildings or temporary buildings shall be erected or stationed.

2.d No materials or waste shall be burnt; and

2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.

3. Details of continued on site monitoring and supervision of tree protection measures by an arboricultural consultant.

REASON

To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with policy BE38 of the Hillingdon Local Plan: Part 2 - Saved UDP Policies (2012).

SCHEDULE OF CONDITIONS

- 7 - 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 All ornamental and ecological planting (at not less than a scale of 1:100),
 - 1.b Replacement tree planting to compensate for the loss of existing trees,
 - 1.c Written specification of planting and cultivation works to be undertaken,
 - 1.d Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate
 2. Details of Hard Landscaping
 - 2.a Means of enclosure/boundary treatments, including details of the screening required for the defensive space at the front, side and rear of flats to ensure the privacy of these residents.
 - 2.b Hard Surfacing Materials
 - 2.c Other structures (such as gates, steps, ramps, retaining walls and chains/treatment to provide defensible space to ground floor units)
 3. Details of Landscape Maintenance
 - 3.a Landscape Maintenance Schedule for a minimum period of 5 years.
 - 3.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
 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 approved details shall be implemented prior to first occupation of the flats in full accordance with the approved details and shall be retained thereafter.

REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and contributes to a number of objectives in compliance with policies BE13 and BE38 of the Hillingdon Local Plan: Part 2 - Saved UDP Policies (2012), and policy 5.17 (refuse storage) of the London Plan (2016).

SCHEDULE OF CONDITIONS

- 8 Trees, hedges and shrubs shown to be retained on the approved plan(s) 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 (or after) 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 BE38 of the Hillingdon Local Plan: Part 2 - Saved UDP Policies (2012) and to comply with Section 197 of the Town and Country Planning Act 1990.

SCHEDULE OF CONDITIONS

- 9 Prior to commencement of development, a scheme for the provision of sustainable water management shall be submitted to, and approved in writing by the Local Planning Authority. The scheme shall follow the strategy set out in 'Surface Water Drainage Strategy', produced by EAS dated June 2016 Revision Final 2.
- a) by maintaining existing ground levels through the undercroft entrance to parking, so that the overland flow route is maintained in perpetuity.
 - b) reduce run off from the site to the greenfield run off rates specified.
 - c) provide storage through permeable paving.

In addition the scheme shall provide details on the following how it, Manages Water and demonstrate ways of controlling the water on site by providing information on:

- i. Where a basement is proposed a site investigation must be provided to establish the level of groundwater on the site, and to demonstrate the suitability of infiltration techniques proposed on the site. (This should be undertaken at the appropriate time of year as groundwater levels fluctuate).
- ii. Where groundwater is found within the site and a basement is proposed suitable mitigation methods must be provided to ensure the risk to others is not increased.
- iii incorporate water saving measures and equipment.
- iv provide details of how rain and grey water will be recycled and reused in the development.
- v Where overland flooding is proposed, the plan should include the appropriate actions to define those areas and actions required to ensure the safety of the users of the site should that be required.
- vi From commencement on site how temporary measures will be implemented to ensure no increase in flood risk from commencement on site including any clearance or demolition works.
- vii The Management and maintenance plan should be updated to incorporate any ground water mitigation that may need to be provided.

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

REASON

To ensure that surface water run off is controlled, to ensure there is no increase in the risk of flooding, and to ensure water is handled as close to its source as possible in accordance with policy EM6 Flood Risk Management of the Hillingdon Local Plan: Part 1- Strategic Policies (2012), policies 5.12 'Flood Risk Management', 5.13 'Sustainable Drainage', and 5.15 'Water use and supplies' of the London Plan (2016) and to the National Planning Policy Framework.

SCHEDULE OF CONDITIONS

- 10 (i) The development hereby permitted shall not commence until a scheme to deal with contamination has been submitted in accordance with the Supplementary Planning Guidance on Land Contamination and approved by the Local Planning Authority (LPA). The scheme shall include all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:
- (a) A desk-top study carried out by a competent person to characterise the site and provide information on the history of the site/surrounding area and to identify and evaluate all potential sources of contamination and impacts on land and water and all other identified receptors relevant to the site;
 - (b) A site investigation, including where relevant soil, soil gas, surface and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use.
 - (c) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified shall be agreed in writing with the LPA prior to commencement.
- (ii) If during development or works contamination not addressed in the submitted remediation scheme is identified, an addendum to the remediation scheme must be agreed with the LPA prior to implementation; and
- (iii) All works which form part of the remediation scheme shall be completed and a verification report submitted to the Council's Environmental Protection Unit before any part of the development is occupied or brought into use unless the LPA dispenses with any such requirement specifically and in writing.

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 policy OE11 Hillingdon Local Plan: Part 2 Saved UDP Policies (November 2012); policy 7.21 of the London Plan (2016); and National Planning Policy Framework (2012).

- 11 The development shall not be occupied until 39 cycle parking spaces are provided in accordance with the approved plans for use by future occupiers. Thereafter, these cycle parking spaces shall be permanently retained, unless otherwise agreed in writing by the Local Planning Authority.

REASON

To ensure that the development provides a quantum of cycle parking in accordance with policy 6.9 of the London Plan (2016).

SCHEDULE OF CONDITIONS

- 12 · The development shall not be occupied until 29 car parking spaces, including 4 disabled bays, 2 motorcycle bay, 6 electric charging bays with a further 6 bays with passive provision have been provided. Thereafter the parking bays/areas shall be permanently retained and used for no other purpose than the parking of motor vehicles associated with the consented residential units at the site.

REASON

To ensure that the vehicular access, servicing and parking areas are satisfactorily laid out on site and meet the objectives of policy AM14 of the Hillingdon Local Plan: Part 2 - Saved UDP Policies (2012) and Chapter 6 of the London Plan (2016).

- 13 · 10% of the units shall meet the standards for M4(3) 'wheelchair user dwellings' and the remainder shall meet the standards for M4(2) 'Accessible and adaptable dwellings' as set out in Approved Document M to the Building Regulations (2015). All such provisions shall remain in place in perpetuity.

REASON

To ensure an appropriate standard of housing stock is achieved and maintained which meet the needs of disabled and elderly people in accordance with policies 3.1, 3.8, and 7.2 of the London Plan (2016) and the National Planning Policy Framework (2012).

- 14 · Prior to occupation of the development, the outdoor amenity areas as hereby approved shall be provided for future use by residents. Thereafter, the amenity areas shall be retained in perpetuity for their use.

REASON

To ensure the continued availability of external amenity space for residents of the development, in the interests of their amenity and the character of the area in accordance with policy BE23 of the Hillingdon Local Plan: Part 2 - Saved UDP Policies (2012) and policy 7.1 of the London Plan (2016).

SCHEDULE OF CONDITIONS

- 15 Prior to damp proof course (DPC) level of the development being reached, details shall be submitted to and approved in writing by the Local Planning Authority for the following:
- 1) Samples and where appropriate, manufacturer's details, of all external materials, including roofing and tinted glazing.
 - 2) Detailed drawings at an appropriate scale of the elevational treatment of the building to illustrate the finish of porches, doorways, openings, coping/parapets, brickwork and cladding detailing
 - 3) Details of the materials, construction, colour and design of all new external windows and doors.
 - 4) Details of the design of the balconies, balustrades and handrails
 - 5) The location, type, size and finish of plant, vents, flues, grills and downpipes/hoppers
 - 6) Details of the external appearance and colour of the lift overrun and housing

The approved details shall be implemented and maintained in perpetuity, unless otherwise agreed in writing by the Local Planning Authority.

REASON

To safeguard the visual amenity of the area in accordance with policies BE13 and BE19 of the Hillingdon Local Plan: Part 2 - Saved UDP Policies (2012), policy BE1 of the Local Plan: Part 1 Strategic Policies (2012), and policies 7.4 and 7.6 of the London Plan (2016).

- 16 Prior to commencement of development, a scheme for protecting the proposed development from road and air traffic noise has been submitted to and approved in writing by the Local Planning Authority. The scheme shall meet acceptable noise design criteria both indoors and outdoors. The scheme shall include such combination of sound insulation, ventilation and other measures to the satisfaction of the Local Planning Authority. Thereafter, the scheme shall be implemented and maintained in full compliance with the approved measures.

REASON

To ensure that the amenity of the occupiers of the proposed development is not adversely affected by road and air traffic noise in accordance with policy OE5 of the Hillingdon Local Plan: Part 2 - Saved UDP Policies (2012), and policy 7.15 of the London Plan (2016)

- 17 No unit hereby approved shall be occupied until a parking allocation scheme has been submitted to, and approved in writing by, the Local Planning Authority. Thereafter the parking shall remain allocated for the use of the units in accordance with the approved scheme and remain under this allocation for the life of the development.

REASON

To ensure that an appropriate level of car parking provision is provided on site in accordance with policy AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Chapter 6 of the London Plan (2016).

SCHEDULE OF CONDITIONS

- 18 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 excising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000, to reflect the guidance contained in the Council's SPG on Community Safety By Design and to ensure the development provides a safe and secure environment in accordance with London Plan (2016) Policies 7.1 and 7.3.

- 19 Prior to damp proof course (DPC) level of the development being reached, details of the PV panels shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented and maintained in perpetuity, unless otherwise agreed in writing by the Local Planning Authority.

REASON

To secure carbon reduction and to safeguard the visual amenity of the area in accordance with policies BE13 and BE19 of the Hillingdon Local Plan: Part 2 Saved UDP Policies (2012), policy BE1 of the Local Plan: Part 1 Strategic Policies (2012), and policies 5.2, 7.4, and 7.6 of the London Plan (2016).

INFORMATIVES:

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
 - 2 The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Unitary Development Plan Saved Policies (2012) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including the London Plan (2016) and national guidance.
- OE7 Development in areas likely to flooding - requirement for flood protection measures
- OE8 Development likely to result in increased flood risk due to additional surface water run-off - requirement for attenuation measures
- OE9 Limitation of development in areas with a potential for sewerage flooding
- R1 Development proposals in or near areas deficient in recreational open space
- AM2 Development proposals - assessment of traffic generation, impact on congestion and public transport availability and capacity
- AM7 Consideration of traffic generated by proposed developments.

SCHEDULE OF CONDITIONS

- AM8 Priority consideration to pedestrians in the design and implementation of road construction and traffic management schemes
- AM9 Provision of cycle routes, consideration of cyclists' needs in design of highway improvement schemes, provision of cycle parking facilities
- AM13 AM13 Increasing the ease of movement for frail and elderly people and people with disabilities in development schemes through (where appropriate): -
(i) Dial-a-ride and mobility bus services
(ii) Shopmobility schemes
(iii) Convenient parking spaces
(iv) Design of road, footway, parking and pedestrian and street furniture schemes
- AM14 New development and car parking standards.
- AM15 Provision of reserved parking spaces for disabled persons
- BE5 New development within areas of special local character
- BE10 Proposals detrimental to the setting of a listed building
- BE13 New development must harmonise with the existing street scene.
- BE14 Development of sites in isolation
- BE16 New development on the northern frontage of the A4 (Bath Road)
- BE17 Design and layout of new development at Heathrow Airport
- BE18 Design considerations - pedestrian security and safety
- BE19 New development must improve or complement the character of the area.
- BE20 Daylight and sunlight considerations.
- BE21 Siting, bulk and proximity of new buildings/extensions.
- BE22 Residential extensions/buildings of two or more storeys.
- BE23 Requires the provision of adequate amenity space.
- BE24 Requires new development to ensure adequate levels of privacy to neighbours.
- BE38 Retention of topographical and landscape features and provision of new planting and landscaping in development proposals.
- BE39 Protection of trees and woodland - tree preservation orders
- EC2 Nature conservation considerations and ecological assessments
- EC3 Potential effects of development on sites of nature conservation importance
- EC4 Monitoring of existing sites of nature conservation importance and identification of new sites
- EC5 Retention of ecological features and creation of new habitats
- EC6 Retention of wildlife habitats on derelict or vacant land
- EM6 (2012) Flood Risk Management

SCHEDULE OF CONDITIONS

H11	Provision of affordable housing
H3	Loss and replacement of residential accommodation
H4	Mix of housing units
H5	Dwellings suitable for large families
H6	Considerations influencing appropriate density in residential development.
H8	Change of use from non-residential to residential
H9	Provision for people with disabilities in new residential developments
HDAS-LAY	Residential Layouts, Hillingdon Design & Access Statement, Supplementary Planning Document, adopted July 2006
LDF-AH	Accessible Hillingdon , Local Development Framework, Supplementary Planning Document, adopted January 2010
LPP 2.5	(2015) London's Sub-Regions
LPP 2.6	(2015) Outer London: vision and strategy
LPP 2.7	(2015) Outer London: economy
LPP 2.8	(2015) Outer London: Transport
LPP 3.1	(2015) Ensuring equal life chances for all
LPP 3.10	(2015) Definition of affordable housing
LPP 3.11	(2015) Affordable housing targets
LPP 3.12	(2015) Negotiating affordable housing (in) on individual private residential and mixed-use schemes
LPP 3.13	(2015) Affordable housing thresholds
LPP 3.14	(2015) Existing Housing - Efficient use of stock
LPP 3.15	(2015) Co-Ordination of Housing Development and Investment
LPP 3.3	(2015) Increasing housing supply
LPP 3.4	(2015) Optimising housing potential
LPP 3.5	(2015) Quality and design of housing developments
LPP 3.6	(2015) Children and young people's play and informal recreation (strategies) facilities
LPP 3.7	(2015) Large residential developments
LPP 3.8	(2015) Housing Choice
LPP 3.9	(2015) Mixed and Balanced Communities
LPP 5.1	(2015) Climate Change Mitigation
LPP 5.2	(2015) Minimising Carbon Dioxide Emissions
LPP 5.7	(2015) Renewable energy
LPP 5.8	(2015) Innovative energy technologies
LPP 5.9	(2015) Overheating and cooling
LPP 5.10	(2015) Urban Greening

SCHEDULE OF CONDITIONS

LPP 5.11	(2015) Green roofs and development site environs
LPP 5.12	(2015) Flood risk management
LPP 5.13	(2015) Sustainable drainage
LPP 5.15	(2015) Water use and supplies
LPP 5.17	(2015) Waste capacity
LPP 5.18	(2015) Construction, excavation and demolition waste
LPP 5.21	(2015) Contaminated land
LPP 5.3	(2015) Sustainable design and construction
LPP 6.1	(2015) Strategic Approach
LPP 6.11	(2015) Smoothing Traffic Flow and Tackling Congestion and reducing traffic
LPP 6.12	(2015) Road Network Capacity
LPP 6.13	(2015) Parking
LPP 6.3	(2015) Assessing effects of development on transport capacity
LPP 6.9	(2015) Cycling
LPP 7.1	(2015) Lifetime Neighbourhoods
LPP 7.13	(2015) Safety, security and resilience to emergency
LPP 7.14	(2015) Improving air quality
LPP 7.15	(2015) Reducing noise and and managing noise, improving and enhancing the acoustic environment and promoting appropriate soundscapes.
LPP 7.19	(2015) Biodiversity and access to nature
LPP 7.2	(2015) An inclusive environment
LPP 7.21	(2015) Trees and woodland
LPP 7.3	(2015) Designing out crime
LPP 7.4	(2015) Local character
LPP 7.6	(2015) Architecture
LPP 7.8	(2015) Heritage assets and archaeology
LPP 7.9	(2015) Heritage-led regeneration
LPP 8.1	(2015) Implementation
LPP 8.2	(2015) Planning obligations
LPP 8.3	(2015) Community infrastructure levy
LPP 8.4	(2015) Monitoring and review for London
NPPF	National Planning Policy Framework
NPPF1	NPPF - Delivering sustainable development
NPPF10	NPPF - Meeting challenge of climate change flooding coastal
NPPF12	NPPF - Conserving & enhancing the historic environment
NPPF4	NPPF - Promoting sustainable transport

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NPPF6	NPPF - Delivering a wide choice of high quality homes
NPPF7	NPPF - Requiring good design
OE1	Protection of the character and amenities of surrounding properties and the local area
OE4	New or improved roads or railways - mitigation measures
OE5	Siting of noise-sensitive developments
OE6	Proposals likely to result in pollution
SPD-NO	Noise Supplementary Planning Document, adopted April 2006
SPD-PO	Planning Obligations Supplementary Planning Document, adopted July 2008
SPG-AQ	Air Quality Supplementary Planning Guidance, adopted May 2002

3. On this decision notice policies from the Councils Local Plan: Part 1 - Strategic Policies appear first, then relevant saved policies, then London Plan Policies. On the 8th November 2012 Hillingdon's Full Council agreed the adoption of the Councils Local Plan: Part 1 - Strategic Policies. Appendix 5 of this explains which saved policies from the old Unitary Development (which was subject to a direction from Secretary of State in September 2007 agreeing that the policies were 'saved') still apply for development control decisions.
4. You are advised this permission is based on the dimensions provided on the approved drawings as numbered above. The development hereby approved must be constructed precisely in accordance with the approved drawings. Any deviation from these drawings requires the written consent of the Local Planning Authority.
5. Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-
 - A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.
 - B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.
 - C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance' The Control of dust and emissions from construction and demolition.
 - D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit (www.hillingdon.gov.uk/noise Tel. 01895 250155) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out

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construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

- 6 . You are advised that if any part of the development hereby permitted encroaches by either its roof, walls, eaves, gutters, or foundations, then a new planning application will have to be submitted. This planning permission is not valid for a development that results in any form of encroachment.
- 7 . All proposed new street names must be notified to and approved by the Council. Building names and numbers, and proposed changes of street names must also be notified to the Council. For further information and advice, contact - The Street Naming and Numbering Officer, Planning & Community Services, 3 North Civic Centre, High Street, Uxbridge, UB8 1UW (Tel. 01895 250557).
- 8 . Your attention is drawn to the need to comply with the relevant provisions of the Building Regulations, the Building Acts and other related legislation. These cover such works as - the demolition of existing buildings, the erection of a new building or structure, the extension or alteration to a building, change of use of buildings, installation of services, underpinning works, and fire safety/means of escape works. Notice of intention to demolish existing buildings must be given to the Council's Building Control Service at least 6 weeks before work starts. A completed application form together with detailed plans must be submitted for approval before any building work is commenced. For further information and advice, contact - Planning & Community Services, Building Control, 3N/01 Civic Centre, Uxbridge (Telephone 01895 250804 / 805 / 808).
- 9 . Your attention is drawn to the pre-commencement conditions which must be discharged prior to the commencement of works. You will be in breach of planning control should you commence these works prior to the discharge of this/these condition(s). The Council may consider taking enforcement action to rectify the breach of this condition(s). For further information and advice contact - Planning & Community Services, Civic Centre, Uxbridge, UB8 1UW (Tel: 01895 250230).
- 10 . The proposed refuse and recycling storage areas meet the requirements of the Council's amenity and accessibility standards only. The proposed storage area must also comply with Part H of the Building Regulations. Should design amendments be required to comply with Building Regulations, these should be submitted to the Local Planning Authority for approval. For further information and advice contact - Planning & Community Services, Civic Centre, Uxbridge, UB8 1UW (Tel: 01895 250400).
- 11 . The Council's Waste Service should be consulted about refuse storage and collection arrangements. For further information and advice, contact - the Waste Service Manager, Central Depot - Block A, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB8 3EU (Tel. 01895 277505 / 506).
- 12 . The applicant is advised that the detailed design of the underground car park must be

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undertaken with the input of fully qualified Structural and Highways Engineers.

13. This permission is liable for a contribution under the Community Infrastructure Levy (CIL) and a separate CIL liability notice will be provided for your consideration.
14. You should contact Thames Water Utilities and the Council's Building Control Service regarding any proposed connection to a public sewer or any other possible impact that the development could have on local foul or surface water sewers, including building over a public sewer. Contact: - The Waste Water Business Manager, Thames Water Utilities plc, Kew Business Centre, Kew Bridge Road, Brentford, Middlesex, TW8 0EE. Building Control Service - 3N/01, Civic Centre, High Street, Uxbridge, UB8 1UW (tel. 01895 250804).
15. The Council's Environmental Protection Unit (EPU) must be consulted for their advice when importing soil to the site. (Condition No. 10)
16. You are advised to consult the Council's Environmental Protection Unit to seek prior approval under Section 61 of the Control of Pollution Act 1974 if you anticipate any difficulty in carrying out the works other than within the normal working hours set out in the conditions, and by means that would minimise disturbance to adjoining premises. For further information and advice, contact the Environmental Protection Unit, 3S/02 Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW (tel. 01895 250155).
17. The applicant is advised that any flat/shallow pitched or green roof on buildings have the potential to attract gulls for nesting, roosting and loafing and loafing purposes. The owners/occupiers of the building must ensure that all flat/shallow pitched roofs be constructed to allow access to all areas by foot using permanent fixed access stairs ladders or similar.

The owner/occupier must not allow gulls, to nest, roost or loaf on the building. Checks must be made weekly or sooner if bird activity dictates, during the breeding season. Outside of the breeding season gull activity must be monitored and the roof checked regularly to ensure that gulls do not utilise the roof. Any gulls found nesting, roosting or loafing must be dispersed by the owner/occupier when detected or when requested by BAA Airside Operations staff. In some instances it may be necessary to contact BAA Airside Operations staff before bird dispersal takes place. The contact would be Gary Hudson, The Development Assurance Deliverer for Heathrow Airport on 020 8745 6459.

The owner/occupier must remove any nests or eggs found on the roof. The breeding season for gulls typically runs from March to June. The owner/occupier must obtain the appropriate licences where applicable from Natural England before the removal of nests and eggs. For further information please see the attached Advice Note 8 - 'Potential Bird Hazards From Building Design'.

18. Wildlife and Countryside Act 1981: Note that it is an offence under this act to disturb roosting bats, nesting birds or any other protected species. Therefore, it is advisable

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to consult your tree surgeon / consultant to agree an acceptable time for carrying out the approved works.

END OF SCHEDULE

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

GRANT OF PLANNING PERMISSION

Application Ref.No.: 69978/APP/2016/2564

SCHEDULE OF PLANS

- 170-PL-304-03: Proposed Street Scene (1:200) - received 20 Sep 2016
- 170-PL-010-00: Site Location Plan (1:1250) - received 01 Jul 2016
- 170-PL-011-00: Existing Site Plan (1:200) - received 01 Jul 2016
- 170-PL-040-01: Existing Site Sections (1:200) - received 01 Jul 2016
- 170-PL-050-00: Demolition Plan (1:200) - received 01 Jul 2016
- 170-PL-302-03: Proposed North East Elevation (1:200) - received 20 Sep 2016
- 170-PL-301-03: Proposed North West Elevation (1:200) - received 20 Sep 2016
- 170-PL-303-03: Proposed South East Elevation (1:200) - received 20 Sep 2016
- 170-PL-300-03: Proposed South West Elevation (1:200) - received 20 Sep 2016
- 170-PL-100-03: Proposed Site Plan (1:200) - received 21 Feb 2017
- 170-PL-200-03: Proposed Ground Floor Plan (1:200) - received 21 Feb 2017
- 170-PL-201-02: Proposed First Floor Plan (1:200) - received 21 Feb 2017
- 170-PL-202-03: Proposed Second Floor Plan (1:200) - received 21 Feb 2017
- 170-PL-203-03: Proposed Third Floor Plan (1:200) - received 21 Feb 2017
- 170-PL-204-03: Proposed Roof Plan (1:200) - received 21 Feb 2017
- 170-PL-400-03: Proposed Site Sections (1:200) - received 21 Feb 2017
- 160824/SK/04 Rev F: Vehicle Tracking - received 03 Mar 2017
- 160824/800/01 Rev E: Road Markings - received 03 Mar 2017
- 160824/800/01 Rev E (Road Markings) - received 03 Mar 2017
- 160824/SK/04 Rev F (Vehicle Tracking) - received 03 Mar 2017

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



MEMBER OF
THE COUNCIL DACANOW

AUTHORISED OFFICER [Signature]

SIGNED AS A DEED by **COLIN CHARLES NAPPIN**
in the presence of:

Witness signature: U. G.

Witness name: KRISHAN KHAMNA

Witness address: 45 CLARSON ROAD
WATFORD
WD17 1SZ

SIGNED AS A DEED by **KATHLEEN VERA NAPPIN**

in the presence of:



Witness signature: 

Witness name: **KESHAN KHANNA**

Witness address: **45 CLARENDON ROAD**
WATFORD
WD17 1SZ
.....
.....

SIGNED AS A DEED by **JONATHAN HOSIER CROUCH**

in the presence of:



Witness signature: 

Witness name: **CAROLINE SMITH**

Witness address: **77 SOUTH PARK AVENUE**
NORWICH, NR4 7AZ
.....
.....

SIGNED AS A DEED by **HUTOKSHI KEKI CROUCH**

in the presence of:

H. K. Crouch

Witness signature: *Caroline Smith*

Witness name: *CAROLINE SMITH*

Witness address: *77 SOUTH PARK AVENUE*
NORWICH, NR4 7AZ

SIGNED AS A DEED by **HOWARTH HOMES PLC**

acting by:

Director: *[Signature]*

Director/Company Secretary: *[Signature]*

Witness: *[Signature]*

KATIE FEWINGS
YORK LODGE, THE AVENUE, BUSHEY
LAND ASSISTANT

SIGNED for an on behalf of **BARCLAYS BANK PLC**

by a duly appoint Attorney under a Power of Attorney

dated *8/5/17* in the presence of:

Witness: *Samantha Hope* *[Signature]*