

DATED

5 September

2017

TRADE SALE LIMITED

and

ACTAVO UK 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

48 WALLINGFORD ROAD, UXBRIDGE

71488/APP/2015/4721

Planning & Corporate Team
Attn: Roisin Hogan
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 10192/RH
Tel: 01895-556425

THIS PLANNING OBLIGATION BY DEED is dated

2017

And is made **BETWEEN**:

- (1) **TRADE SALE LIMITED** (03462824) a company incorporated in England and Wales whose registered office is situated at 166 College Road, Harrow, Middlesex, England, HA1 1RA ("the Owner ")
- (2) **ACTAVO UK LIMITED** (04013621) whose registered office is at Unit C Cedar Court Office Park, Denby Dale Road, Calder Road, Wakefield, West Yorkshire WF4 3QZ ("the Applicant")
- (3) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council")

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- B The Owner has the freehold interest in the Land registered under Title No. AGL164435 at the Land Registry.
- C The Applicant intends to develop the Land pursuant to the Planning Permission.
- D The Applicant intends to Occupy the Land pursuant to the Planning Permission and willingly enters into this Deed.
- E On 23 December 2015 the Applicant submitted the Planning Application 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 at its Central and South Planning Committee meeting on 21 March 2017 to delegate authority to determine the Planning Application to the Deputy Chief Executive and Corporate Director of Residents Services subject to the prior completion of this Deed
- G 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;
"Commencement of Development"	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) site clearance, demolition work, 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;
"the Contributions"	means the Highway Works Contribution;
"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;
"the Deputy Chief Executive and Corporate Director of Residents Services"	means the Council's Deputy Chief Executive and Corporate Director of Residents Services or such person as the Council designates as undertaking this role;

“Form PO1”	means the form in the substantial format set out in Appendix 1;
“Highway Works Contribution”	means the highway works contribution referred to in Schedule1 to be used towards highway improvements in the vicinity of the Development;
“Index”	means the Index of Retail Prices (All Items) published by the Office for National Statistics and “Indexation” shall be construed accordingly;
“Interest”	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;
"Land"	means all the land and buildings at 48 Wallingford Road, Uxbridge which is in the freehold ownership of the Owner and is registered at the Land Registry under Title No. AGL164435 and is shown for identification purposes edged in red on the Plan;
“Monitoring Sum”	means the sum equivalent to five 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;
“Occupation”	means occupation of the Land for the purposes permitted by the Planning Permission and “Occupy” and “Occupied”

	shall be construed accordingly;
"Plan"	means the Plan attached at Annex 2;
"Planning Application"	means the application for planning permission for erection of 1 x single storey detached building for use as a workshop and 1 x two storey detached building for use as offices involving change of use of land to the sales and hire of building equipment under the Council's reference number 71488/APP/2015/4721;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the draft form attached at Appendix 3;
"Section 106 Reference"	means the planning application reference number 71488/APP/2015/4721;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"VAT"	means Value Added Tax.

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 annex is a reference to a clause, paragraph, sub-clause, schedule or annex 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 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 Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 Without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Deed.

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 Owner and their successors in title to the Land.

- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and their successors in title without limit of time.

3. CONDITIONALITY

The obligations contained within Schedule 1 are subject to and conditional upon the later date of:

- (i) the grant of the Planning Permission; and
- (ii) the 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 Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.

4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner 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 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 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 Owner and the Council.

5. THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in Schedule 1.

6. COSTS

6.1 The Owner hereby covenants 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 to a maximum sum of £2,000.

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

7 REGISTRATION OF DEED

The Owner 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 Owner shall permit the Council and its authorised employees and agents upon reasonable written notice 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 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute of Chartered Surveyors 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) Deputy Chief Executive and Corporate 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; or
 - b) to the Owner at 166 College Road, Harrow, Middlesex, England, HA1 1RA
 - c) to the Applicant at Unit C Cedar Court Office Park, Denby Dale Road, Calder Road, Wakefield, West Yorkshire WF4 3QZ.

12. FORM PO1

Prior to Commencement of the Development the Owner 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 Planning, Environment and Community Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

13. CHANGE IN OWNERSHIP

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

14. CONTRIBUTIONS

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 11.2(a) 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 Owner agrees with the Council that any sums payable by the Owner 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 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 Deed is governed by and interpreted in accordance with the law of England and Wales.

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

SCHEDULE 1
HIGHWAY WORKS CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Highway Works Contribution of £20,000 (Twenty Thousand Pounds); and
2. Not to Commence or cause or allow or permit Commencement, any part of the Development before the Highway Works Contribution is paid.

Annex 1

TO: HEAD OF DEVELOPMENT CONTROL
ENVIRONMENTAL SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE ROOM A357
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

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): _____

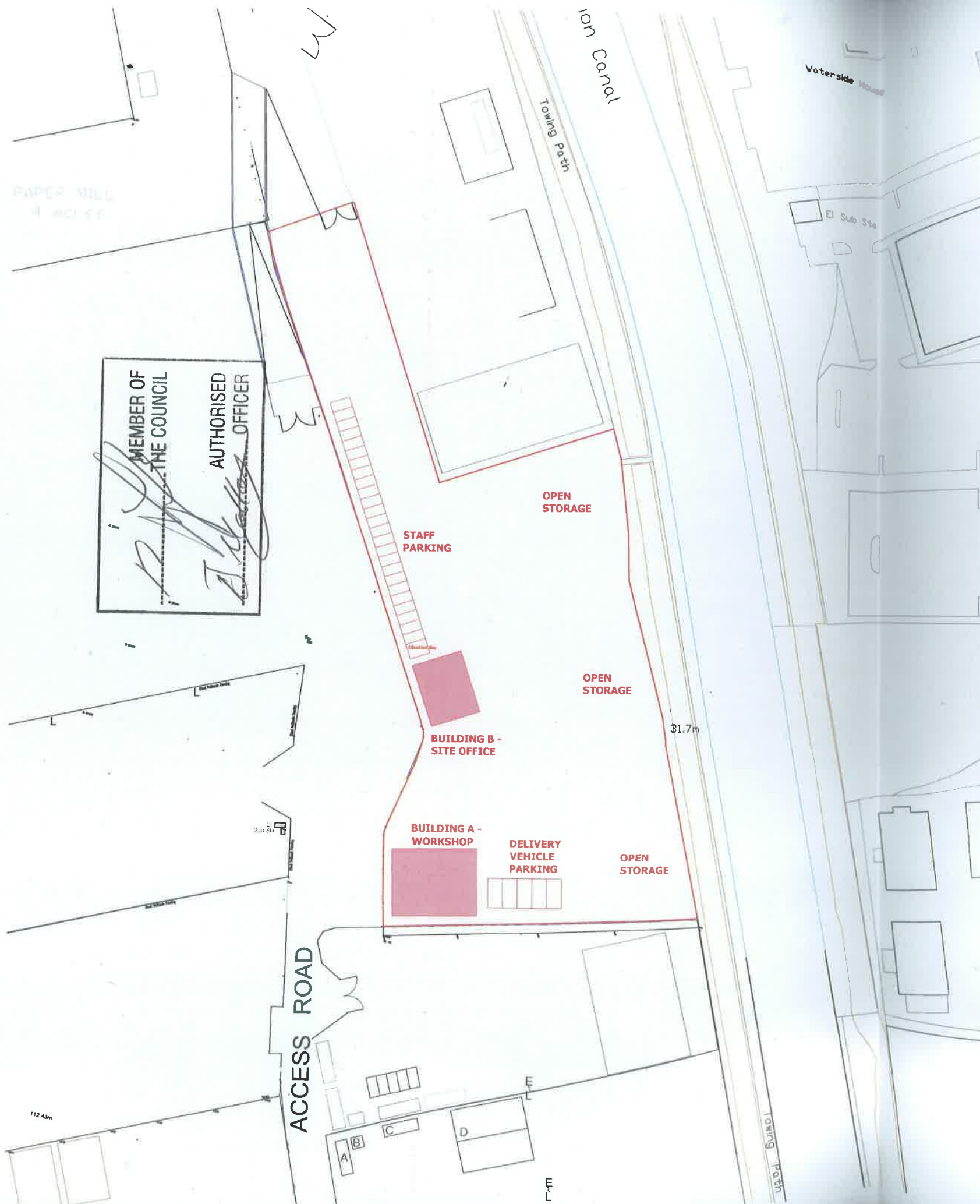
MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

Annex 2

Plan



LOCATION PLAN
1:1250

BLOCK PLAN 1:500

- NOTES**
1. ALL DIMENSIONS ARE GIVEN IN MILLIMETRES UNLESS OTHERWISE STATED.
 2. ALL DRAWINGS ARE TO BE READ IN CONJUNCTION WITH OTHER RELATED DRAWINGS.

REVISIONS			
HAWKINS EADES ASSOCIATES ARCHITECTURAL PLANNING & DESIGN CONSULTANTS			
100 High Street Great Missenden Bucks HP16 0BE			
Tel: (01494) 891655/891666 Fax: (01494) 891222 e-mail: mail@hawkesades.co.uk			
CLIENT	Deborah Services Ltd		
PROJECT	Proposed Warehouse and Offices Wallingford Road, Uxbridge		
TITLE	Planning Block and Location Plans		
DRWG No.	A1	3046	PLA 1:00 B
DATE	Nov 15	SCALE	1:500 & 1:1250
DRAWN BY	DK	CHECKED	GSE
Do not scale from this drawing, use dimensions only. All discrepancies must be reported to the Architect.			
© HAWKINS EADES ASSOCIATES			

Annex 3
Draft Planning Permission

DRAFT

Graham Eades
100 High Street
Great Missenden
Buckinghamshire
HP16 0BE

Application Ref: 71488/APP/2015/4721

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:

Erection of 2 detached buildings to accommodate a storage depot and ancillary office (Use class B8)

Location of development: 48 Wallingford Road Uxbridge

Date of application: 15 January 2016

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 12 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: 71488/APP/2015/4721

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 A1/3946/PLA/1.00/B, A1/3946/PLA/1.01/A and A1/3946/PLA/1.02.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and the London Plan (2016).

- 3 Notwithstanding the provisions of Part 7, Schedule 2 of the Town and Country (General Permitted Development) Order 2015, the building(s) shall not be extended or have mezzanine floor/s installed without the prior written consent of the Local Planning Authority.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and the London Plan (2016).

- 4 Before any part of this development is commenced, a site investigation to assess contamination levels shall be carried out and a scheme for removing or rendering innocuous all contaminants from the site shall be submitted to and approved by the Local Planning Authority. All works which form part of this scheme shall be completed before any part of the development is occupied (unless otherwise agreed in writing by the Local Planning Authority).

Any imported material shall be tested to the satisfaction of the Council.

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 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

- 5 Prior to commencement, 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 clearly demonstrate how it:

a) Manages Water The scheme shall demonstrate ways of controlling the surface water on site by providing information on:

a) Suds features:

- i. incorporating sustainable urban drainage in accordance with the hierarchy set out in Policy 5.15 of the London Plan. Where the proposal does not utilise the most sustainable solution, justification must be provided,
- ii. calculations showing storm period and intensity and volume of storage required to control surface water and size of features to control that volume to Greenfield run off rates at a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus Climate change,
- iii. overland flooding should be mapped, both designed and exceedance routes above the 100, plus climate change, including flow paths depths and velocities identified as well as any hazards, (safe access and egress must be demonstrated).

b) Receptors

- i. Capacity demonstrated for Thames Water foul and surface water network, and provide confirmation of any upgrade work required having been implemented and receiving watercourse as appropriate.
- ii. Where infiltration techniques (soakway) or a basement are 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).
- iii. 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.
- iv. identify vulnerable receptors, ie WFD status and prevent pollution of the receiving groundwater and/or surface waters through appropriate methods;

d) Minimise water use. The scheme shall also demonstrate the use of methods to minimise the use of potable water through water collection, reuse and recycling and will:

- i. incorporate water saving measures and equipment.
- ii. provide details of water collection facilities to capture excess rainwater;
- iii. provide details of how rain and grey water will be recycled and reused in the development.

e) Long Term Management and Maintenance of the drainage system.

- i. Provide a management and maintenance plan for the lifetime of the development of arrangements to secure the operation of the scheme throughout its lifetime. Including appropriate details of Inspection regimes, appropriate performance specification, remediation and timescales for the resolving of issues. Where there is overland flooding proposed, the plan should include the appropriate actions to ensure the safety of the users of the site should that be required.
- ii. Where the maintenance will not be the responsibility of an individual householder, the details of the body legally responsible for the implementation of the management and maintenance plan must 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.

SCHEDULE OF CONDITIONS

5 REASON

To ensure the development does not increase the risk of flooding contrary to Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012) Policy 5.12 Flood Risk Management of the London Plan (2016).

6 No development shall take place until a scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include the following details:

1. Details of Soft Landscaping

1.a Planting plans (at not less than a scale of 1:100),

1.b Written specification of planting and cultivation works to be undertaken,

1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate

2. Details of Hard Landscaping

2.a Hard Surfacing Materials

2.b Cycle Storage

2.c External Lighting and CCTV

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 surfacing/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, provides adequate facilities and to ensure the development provides a safe and secure environment in compliance with policies BE13, BE38 and AM14 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policies 7.1 and 7.3 of the London Plan (2016).

7 Prior to the commencement of the development hereby permitted, an ecological survey of the site, and proposals for mitigation of any impact on local ecology, shall be submitted to and approved in writing by the Local Planning Authority. The approved mitigation measures should be implemented prior to first occupation of the development.

REASON

In order to encourage a wide diversity of wildlife on the existing semi-natural habitat of the site in accordance with policy EC5 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and London Plan (2016) Policy 7.19.

SCHEDULE OF CONDITIONS

- 8 A Travel Plan and Delivery and Servicing Plan shall be provided and the details approved by the Local Planning Authority prior to the commencement of development.

REASON

To promote sustainable transport and reduce the impact of the development on the surrounding road network in accordance with London Plan (2016) Policies 6.1 and 6.3.

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 (September 2007) as incorporated into the Hillingdon Local Plan (2012) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including the London Plan (2016) and national guidance.

BE25	Modernisation and improvement of industrial and business areas
LE1	Proposals for industry, warehousing and business development
LE2	Development in designated Industrial and Business Areas
OE1	Protection of the character and amenities of surrounding properties and the local area
OE11	Development involving hazardous substances and contaminated land - requirement for ameliorative measures
LPP 4.1	(2016) Developing London's economy
LPP 4.4	(2016) Managing Industrial Land and Premises
LPP 5.12	(2016) Flood risk management
LPP 5.13	(2016) Sustainable drainage
LPP 5.3	(2016) Sustainable design and construction
LPP 7.19	(2016) Biodiversity and access to nature
LPP 7.30	(2016) London's canals and other rivers and waterspaces
LPP 8.2	(2016) Planning obligations
NPPF1	NPPF - Delivering sustainable development

- 3 On this decision notice policies from the Councils Local Plan: Part 1 - Strategic Policies appear first, then relevant saved policies (referred to as policies from the Hillingdon Unitary Development Plan - Saved Policies September 2007), then London Plan Policies (2016). 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

SCHEDULE OF CONDITIONS

'saved') still apply for development control decisions.

- 4 . The Council will recover from the applicant the cost of highway and footway repairs, including damage to grass verges.

Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths during construction. Vehicles delivering materials to this development shall not override or cause damage to the public footway. Any damage will require to be made good to the satisfaction of the Council and at the applicant's expense.

For further information and advice contact - Highways Maintenance Operations, Central Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB3 3EU (Tel: 01895 277524).

- 5 . 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 may have to be submitted. The validity of this planning permission may be challengeable by third parties if the development results in any form of encroachment onto land outside the applicant's control for which the appropriate Notice under Article 13 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 has not been served.

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

- 7 . The applicant should refer to the current "Code of Practice for Works affecting the Canal & River Trust" to ensure that any necessary consents are obtained

SCHEDULE OF CONDITIONS

(<https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-code-of-practice>).

The applicant is advised that surface water discharge to the Navigation will require prior consent from the Canal & River Trust. Please contact Nick Pogson from the Canal & River Trust Utilities team (nick.pogson@canalrivertrust.org.uk).

The applicant/developer is advised that any encroachment or access onto the canal towpath requires written consent from the Canal & River Trust, and they should contact the Canal & River Trust's Estates Surveyor, Jonathan Young (jonathan.young@canalrivertrust.org.uk) regarding the required access agreement.

- 8 In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. The Council's supports pre-application discussions in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.

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.: 71488/APP/2015/4721

SCHEDULE OF PLANS

A1/3946/PLA/1.00/B - received 15 Jan 2016

A1/3946/PLA/1.01/A - received 23 Dec 2015

A1/3946/PLA/1.02 - received 23 Dec 2015

Environmental Site Assessment - received 23 Dec 2015

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



DAClawson
MEMBER OF
THE COUNCIL

AUTHORISED OFFICER

Executed as a Deed by
TRADE SALE LIMITED
in the presence of:-

DIRECTOR

DIRECTOR/SECRETARY

Executed as a Deed by
ACTAVO UK LIMITED
in the presence of:-

DIRECTOR

DIRECTOR/SECRETARY

EXECUTED as a Deed by

ACTAVO UK LIMITED

acting by Liam Spring

in the presence of:-


Liam Spring/Director

Witness signature... L Rainbow

Witness name... Luxie Rainbow

Witness address... 104 Durkar Lane

Craggstone, Wakefield, WF4 3HY.

Witness occupation... P.A to CEO.

