

DATED

19 December

2019

MANOR CLOSE DEVELOPMENT LIMITED

and

FRASER JOHN BRADLEY

and

VINCENT JAMES O'SULLIVAN

and

SEAN GILL

and

THE LONDON BOROUGH OF HILLINGDON

**PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED
POWERS**

**RELATING TO THE DEVELOPMENT OF LAND AT
GARAGE BLOCK SOUTHBOURNE GARDENS RUISLIP
PLANNING APPLICATION NUMBER: 72211/APP/2019/664**

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/NF/015882

THIS PLANNING OBLIGATION BY DEED is dated 19 December 2019

And is made **BETWEEN**:

1. **MANOR CLOSE DEVELOPMENT LIMITED** (company number: 10330398) a company incorporated in England and Wales whose registered office is situated at 205 Percy Road, Twickenham, Middlesex TW2 6JL ("the Owner");
2. **VINCENT JAMES O'SULLIVAN** of 25 Victoria Road, Ruislip, HA4 9AB ("Chargee 1");
3. **FRASER BRADLEY** of 25 Victoria Road, Ruislip, HA4 9AB ("Chargee 2");
4. **SEAN GILL** of 20 Cheney Street, Pinner HA5 2TE ("Chargee 3"); and
5. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council").

Together known as the Parties.

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Site and by whom the obligations in this Deed are enforceable.
 - B The Owner has the freehold interest in the Site registered under Title Numbers: AGL429403 and NGL383804 at the Land Registry subject to a charge in favour of the Chargees. The Owner intends to develop the Site pursuant to the Planning Permission.
 - C On 13 March 2019 the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
-
- D The Council resolved at its Major Planning Applications Committee meeting on 17 July 2019 to delegate authority to determine the Planning Application to the Head of Planning, Transportation & Regeneration subject to the prior completion of this Agreement.
 - E The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1. INTERPRETATION

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

"1980 Act"	means the Highways Act 1980 (as amended)
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Authority's Area"	means the administrative area of the Council;
"Commencement of Development"	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations, and Commence and Commenced shall be construed accordingly;
"Deputy Chief Executive and Director of	means the Council's Deputy Chief Executive

Resident Services”	and Director of Resident Services or such person as the Council designates as undertaking this role;
“Development”	means the development of the Site pursuant to the Planning Permission as summarised in Schedule 1 ;
“Dwelling”	means any residential unit constructed on the Site pursuant to the Planning Permission;
“Form PO1”	means the form in the substantial format attached at Appendix 1 ;
“Occupied”	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;
“Parking Permit”	means a resident’s parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person’s badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended);
“Parties”	~~means the Owner, the Chargees and the Council;~~
“Plan”	means the plan attached to this Agreement at Appendix 2 and marked “Plan”;
“Planning Application”	means the application for the Development submitted to the Council by the Owner on 13 March 2019 and allocated the Council's Planning Reference;
“Planning Permission”	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the

	draft permission at Appendix 3 ;
“Planning Reference”	means planning reference 72211/APP/2019/664
“Site”	means the property known as land at garage block Southbourne Gardens Ruislip and shown for identification purposes only edged red on the Plan being the land comprised in Land Registry Titles AGL429403 and NGL383804;
“Specified Date”	means the date upon which an obligation arising under this Agreement is due to be performed;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;

1.2 In this Agreement:

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

- 1.2.13 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement until such time as the Owner has parted with their interest in the site but without prejudice to liability for any subsisting breach arising prior to parting with such interest;
- 1.2.14 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; until such time as the Owner and/ or the Chargee(s) have parted with their interest in the site but without prejudice to liability for any subsisting breach arising prior to parting with such interest; and
- 1.2.15 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

2. LEGAL BASIS

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and the Chargees and their successors in title to the Site.

3. CONDITIONALITY

- 3.1 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 Development.
- 3.2 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 Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.

4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

5. THE OWNER'S PLANNING OBLIGATIONS

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

6. COSTS

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

7. REGISTRATION OF AGREEMENT

7.1 This Agreement shall be registered as a Local Land Charge by the Council.

8. RIGHT OF ACCESS

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

9. OWNERSHIP

9.1 The Owner warrants that no person other than the Owner and the Chargees has any legal or equitable interest in the Site.

10. CHANGE IN OWNERSHIP

10.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site (save for where such interest relates to the disposal of a Dwelling) occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11. CHARGEES CONSENT

- 11.1 The Chargees consents to the Owner entering into this Agreement and declares that its interest in the Site shall be bound by the terms and obligations contained in this Agreement and PROVIDED THAT the Chargees shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

12. ARBITRATION

- 12.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

12.2.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;

12.2.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

12.2.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

12.2.4 the seat of the arbitration shall be London.

13. THIRD PARTIES

- 13.1 No provision in this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

14. NOTICES

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

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

- 14.3 the Deputy Chief Executive and Director of Resident Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW and shall cite the Planning Reference;

- 14.4 the Owner at 205 Percy Road, Twickenham, Middlesex TW2 6JL

- 14.5 Chargee 1 at 25 Victoria Road, Ruislip, HA4 9AB

14.6 Chargee 2 at 25 Victoria Road, Ruislip, HA4 9AB

14.7 Chargee 3 at 20 Cheney Street, Pinner HA5 2TE

15. FORM PO1

15.1 Prior to Commencement of Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council in accordance with clause 14 above.

17. INTEREST

17.1 All costs, payments and expenses payable to the Council under this Agreement shall bear interest at the rate of four percent (4%) above the base rate of HSBC Bank PLC from time to time being charged from the date such payment is due until the payment is received by the Council.

18. VAT

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

19. JURISDICTION

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

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

SCHEDULE 1

THE DEVELOPMENT

The demolition of two garage blocks of eighteen (18) garages and erection of a three (3) storey building providing 6x2 bedroom flats with associated landscaping and amenity space.

SCHEDULE 2

RESIDENTIAL PARKING PERMITS

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

1. Upon completion of this Agreement not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.
2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
3. That in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

“the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. []]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon (“the Council”) not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1”

APPENDIX 1

FORM PO1

TO: HEAD OF PLANNING AND ENFORCEMENT

FORM PO1

**RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON**

3N CIVIC CENTRE

HIGH STREET UXBRIDGE

MIDDLESEX UB8 1UW

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS:

DATE OF IMPLEMENTATION OF DEVELOPMENT:

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: _____

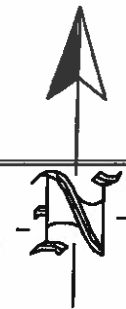
OTHER COSTS (IDENTIFY):

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS
YES/NO

APPENDIX 2

PLAN



FB
VGS

SG

Location Plan

Southbourne Gardens, Ruislip, HA4 9SW



THE GILLETT MACLEOD PARTNERSHIP
Chartered Architects & Town Planning Consultants

1 High Road Old Eastcote Pinner Middlesex HA5 2EW tel. 0208 866 1333

Org. No. 18/3217/1
Scale 1250@A4
Date 25/10/18
Drawn by SB

APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Mr Jeff Gillett
1 High Road
Old Eastcote
Old Eastcote
Pinner HA5 2EW

Application Ref: 72211/APP/2019/664

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:

Three storey building comprising of 6 x 2-bed flats with associated parking and amenity space, involving demolition of existing garages.

Location of development: Land At Garage Block Southbourne Gardens Ruislip

Date of application: 13 March 2019

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

Checked by:.....

Date:.....

Amendments required: YES / NO

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

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 72211/APP/2019/664

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 18/3217/104 A and 18/3217/105, and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

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

- 3 . Prior to the commencement of the superstructure works details of all materials and external surfaces shall have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

Details should include information relating to make, product/type, colour and photographs/images.

REASON

To ensure that the development presents a satisfactory appearance in accordance with Policy BE13 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012)

SCHEDULE OF CONDITIONS

- 4 . Prior to the commencement of the superstructure works details of a landscape scheme shall have been submitted to and approved in writing by the Local Planning Authority. The scheme shall include: -
 1. Details of Soft Landscaping, including a minimum of 4 replacement trees,
 - 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 Refuse Storage
 - 2.b Cycle Storage provision for 6 secure and covered cycle spaces,
 - 2.c Means of enclosure/boundary treatments
 - 2.d Car Parking Layouts for 6 vehicle spaces (including demonstration that 1 parking space is served by an electrical charging point (active provision) and 1 space is capable of being easily converted in the future (passive provision))
 - 2.e Hard Surfacing Materials
 - 2.f External Lighting
 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

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

REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with policies BE13, BE38 and AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policies 5.11 (living walls and roofs) and 5.17 (refuse storage) of the London Plan (2015).

SCHEDULE OF CONDITIONS

- 5 . 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 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 Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012) and to comply with Section 197 of the Town and Country Planning Act 1990.

- 6 . Prior to the commencement of the superstructure works details of a scheme for the provision of sustainable water management shall have been submitted to and approved in writing by the Local Planning Authority. The scheme shall clearly demonstrate that sustainable drainage systems (SUDS) have been incorporated into the designs of the development in accordance with the hierarchy set out in accordance with Policy 5.15 of the London Plan and will:
- i. provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of the receiving groundwater and/or surface waters;
 - ii. include a timetable for its implementation; and
 - iii. provide a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

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

- iv. provide details of water collection facilities to capture excess rainwater;
- v. provide details of how rain and grey water will be recycled and reused in the development.

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 the development does not increase the risk of flooding in accordance with Policy OE8 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and London Plan (2016) Policy 5.12.

SCHEDULE OF CONDITIONS

- 7 . No development shall take place until a full and detailed Construction Logistics Plan (CLP) has been submitted to and approved in writing by the Local Planning Authority. The CLP will be a requirement given the constraints and sensitivities of the local residential road network in order to minimise/avoid potential detriment to the public realm.

REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with policies BE13, BE38 and AM14 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and the London Plan (2016).

- 8 . The dwelling(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 dwelling shall be occupied until accreditation has been achieved.

REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000, to 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 (2015) Policies 7.1 and 7.3.

- 9 . The development hereby approved shall ensure that the residential units are constructed to meet the standards for Category 2 M4(2) dwellings, as set out in Approved Document M to the Building Regulations (2010) 2015, and all such provisions shall remain in place for the life of the building.

REASON

To ensure that an appropriate standard of housing stock, in accordance with London Plan Policy 3.8 (c), is achieved and maintained.

- 10 . The residential units hereby approved shall not be occupied until a parking allocation scheme has been submitted to, and approved in writing by, the Local Planning Authority. The parking allocation scheme shall, as a minimum, include a requirement that all on-site car parking shall be allocated and dedicated for the use of each of the residential units hereby approved and shall remain allocated and dedicated in such a manner for the life-time of the development.

REASON

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

SCHEDULE OF CONDITIONS

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 - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

AM14	New development and car parking standards.
AM7	Consideration of traffic generated by proposed developments.
BE13	New development must harmonise with the existing street scene.
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.
H4	Mix of housing units
OE1	Protection of the character and amenities of surrounding properties and the local area
LPP 3.3	(2016) Increasing housing supply
LPP 3.4	(2015) Optimising housing potential
LPP 3.5	(2016) Quality and design of housing developments
LPP 3.8	(2016) Housing Choice
NPPF- 11	NPPF-11 2018 - Making effective use of land
NPPF- 12	NPPF-12 2018 - Achieving well-designed places
HDAS-LAY	Residential Layouts, Hillingdon Design & Access Statement, Supplementary Planning Document, adopted July 2006

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

SCHEDULE OF CONDITIONS

a direction from Secretary of State in September 2007 agreeing that the policies were '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).

For Private Roads: Care should be taken during the building works hereby approved to ensure no damage occurs to the verge of footpaths on private roads during construction. Vehicles delivering materials to this development shall not override or cause damage to a private road and where possible alternative routes should be taken to avoid private roads. The applicant may be required to make good any damage caused.

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

- 6 . On 1 July 1997, a new act, The Party Wall etc. Act 1996, came into force.

This Act requires a building owner to notify, and obtain formal agreement from, any

SCHEDULE OF CONDITIONS

adjoining owner, where the building owner proposes to:-

- 1) carry out work to an existing party wall;
- 2) build on the boundary with a neighbouring property;
- 3) in some circumstances, carry out groundworks within 6 metres of an adjoining building.

Notification and agreements under this Act are the responsibility of the building owner and are quite separate from Building Regulations or planning controls. Building Control will assume that an applicant has obtained any necessary agreements with the adjoining owner, and nothing said or implied by Building Control should be taken as removing the necessity for the building owner to comply fully with the Act.

7. In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from the 'Saved' UDP 2007, Local Plan Part 1, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.

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.: 72211/APP/2019/664

SCHEDULE OF PLANS

18/3217/104 A - received 31 May 2019

18/3217/2 - received 25 Feb 2019

18/3217/103A - received 25 Feb 2019

18/3217/105 - received 25 Feb 2019

Design and Access Statement - received 25 Feb 2019

18/3217/1 - received 25 Feb 2019

Daylight and Sunlight Assessment - received 25 Feb 2019

Arboricultural Report - received 25 Feb 2019

Ecology report - received 25 Feb 2019

Transport Assessment - received 25 Feb 2019

Surface Water Drainage Strategy - received 25 Feb 2019

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

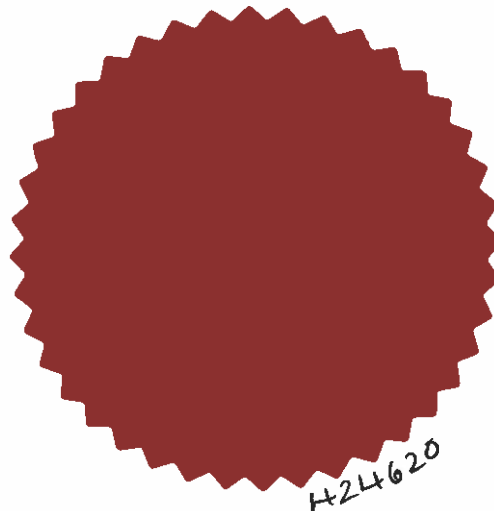
was duly affixed to this Deed

in the presence of:-

MEMBER OF

THE COUNCIL


Steve Tuckwell



AUTHORISED OFFICER.....



Executed as a DEED by:

MANOR CLOSE DEVELOPMENT LIMITED

Acting by:

~~FRASER BRADLEY (Director)~~



VINCENT JAMES O'SULLIVAN *(Director/Secretary)

*(delete as appropriate)



APPENDIX 3
DRAFT PLANNING PERMISSION

Executed as a DEED by the Chargees:

VINCENT O'SULLIVAN



In the presence of:

Witness signature: J. B. Dawson

Print witness name: JACQUELINE BEATRICE DAVISON

Print witness address: 25 CRANLEY DRIVE, RUSHUP, MIDDLESEX

..... HA4 6BZ

And FRASER BRADLEY



In the presence of:

Witness signature: J. B. Dawson

Print witness name: JACQUELINE BEATRICE DAVISON

Print witness address: 25 CRANLEY DRIVE, RUSHUP, MIDDLESEX

..... HA4 6BZ

And SEAN GILL



In the presence of:

Witness signature: J. B. Dawson

Print witness name: JACQUELINE BEATRICE DAVISON

Print witness address: 25 CRANLEY DRIVE, RUSHUP, MIDDLESEX

..... HA4 6BZ

