

**DATED**

*30<sup>th</sup> September*

**2019**

**THORNEY FARM PROPERTIES LIMITED**

**and**

**THORNEY FARM DEVELOPMENTS LIMITED**

**and**

**BARCLAYS BANK PLC**

**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**

**579 - 583 UXBRIDGE ROAD, HAYES**

**PLANNING APPLICATION NUMBER: 72470/APP/2016/4648**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge,  
Middlesex

Ref: 3E/04/NC/14308

**THIS PLANNING OBLIGATION BY DEED** is dated 30<sup>th</sup> September 2019

And is made **BETWEEN**:

1. **THORNEY FARM PROPERTIES LIMITED** (company number: 09047133) a company incorporated in England and Wales whose registered office is situated at Merrydown Winkfield Street, Maidens Green, Windsor, Berkshire SL4 4SW ("the First Owner");
2. **THORNEY FARM DEVELOPMENTS LIMITED** (company number: 02933052) a company incorporated in England and Wales whose registered office is situated at Merrydown Winkfield Street, Maidens Green, Windsor, Berkshire SL4 4SW ("the Second Owner");
3. **BARCLAYS BANK PLC** (company number: 1026167) a company incorporated in England and Wales whose registered office is situated at 1 Churchill Place, London, E14 5HP and whose address for service is at Lending Operations, P.O Box 299, Birmingham, B1 3PF ("the Mortgagee"); and
4. **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 Owners have the freehold interests in the Site, the First Owner's freehold interest is registered under Title Nos. MX335814, MX102115 and MX159238 at the Land Registry subject to a charge in favour of the Mortgagee; the Second Owner's freehold interest is registered under Title Number NGL443899 at the Land Registry subject to a charge in favour of the Mortgagee.
- C The Owners intend to develop the Site pursuant to the Planning Permission.
- D The Mortgagee has an interest in the Site by way of a legal charge dated 22 April 2016 made between the Mortgagee and the First Owner in relation to the First Parcel of Land and the Third Parcel of Land; and by way of a legal charge dated 4 April 2014 made between the Mortgagee and the Second Owner in relation to the Fourth Parcel and is willing to be a party to this Agreement.

- E On 23 December 2016 the First 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.
- F The Council resolved at its Major Planning Applications Committee meeting on 12 September 2018 to delegate authority to determine the Planning Application to the Head of Planning, Transportation & Regeneration subject to the prior completion of this Agreement.
- G 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:

<b>"1980 Act"</b>	means the Highways Act 1980;
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990;
<b>"Affordable Housing"</b>	means subsidised housing available through a Registered Provider (or other social landlord as the Council's Deputy Chief Executive and 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;
<b>"Affordable Housing Contribution"</b>	means the Indexed Linked sum of £151,600 (One Hundred and Fifty One Thousand and Six pounds) to be provided in accordance with Schedule 1 towards the off-site provision of Affordable Housing within the Authority's Area;
<b>"Affordable Housing Units"</b>	means the provision of Dwellings, which shall be Affordable Housing in accordance with the Revised Quantum;
<b>"Air Quality Contribution"</b>	means the Index Linked sum of twenty two thousand eight hundred and fifty nine pounds (£22,859) referred to in Schedule 7 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to): <ul style="list-style-type: none"><li>- Use of low emission fuel technology and other measures to reduce emissions;</li><li>- Tree and other planting;</li></ul>

	<ul style="list-style-type: none"> <li>- Restrictions on certain types of vehicles;</li> <li>- Use of cleaner fuels on energy and heating;</li> <li>- Use of combined heat and power and community heating systems;</li> <li>- Environmental management systems and air quality strategy;</li> </ul>
<b>"Authority's Area"</b>	means the administrative area of the Council;
<b>"Carbon Offset Contribution"</b>	means the Index Linked sum of £27,900 (twenty seven thousand and nine hundred pounds) referred to in Schedule 5 as a contribution to be used by the Council towards the provision of offsite carbon reduction measures to mitigate the Development;
<b>"Car Parking Allocation and Management Scheme"</b>	means the scheme to be proposed by the Owners as approved in writing by the Council and then imposed on the Development and used to control the car parking allocation and management of car parking on the Site for the lifetime of the Development;
<b>"Commencement of Development"</b>	<p>means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> <li>- site clearance;</li> <li>- demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>- archaeological investigations and</li> </ul>

	<p>works;</p> <ul style="list-style-type: none"> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations</li> </ul> <p>and Commence and Commencement shall be construed accordingly;</p>
<b>"Construction Training Contribution"</b>	<p>means the sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Deed and to be provided in accordance with Schedule 4 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>
<b>"Construction Training Scheme"</b>	<p>means a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by the Owners to fund, arrange and/or provide construction training for workers and/or potential workers for the Development;</p>
<b>"Contributions"</b>	<p>means the Affordable Housing Contribution, Air Quality Contribution, the Carbon Off-set Contribution, the Construction Training Contribution (if</p>



	applicable) and the Local Park Improvements Contribution;
<b>"Co-ordinator Costs"</b>	<p>means a sum to be agreed with the Council in the event the Owners implements the Construction Training Scheme or in the event that the Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development.</i></p>
<b>"Deputy Chief Executive and Director of Resident Services"</b>	means the Council's Deputy Chief Executive and Director of Resident Services or such person as the Council designates as undertaking this role;
<b>"Development"</b>	means the development of the Site pursuant to the Planning Permission as summarised in Schedule 1 hereto;
<b>"Dwelling"</b>	means any residential unit constructed on the Site pursuant to the Planning Permission which for the avoidance of doubt shall include Affordable Housing Units;

<b>"Financially Viable"</b>	means that the Residential 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 20% developer's profit on sales and "Financial Viability" shall be construed accordingly;
<b>"First Parcel of Land"</b>	means 583 Uxbridge Road, Hayes UB4 8HP registered under Land Registry title number MX335814 which forms part of the Site
<b>"Form PO1"</b>	means the form in the substantial format attached at Appendix 1;
<b>"Fourth Parcel of Land"</b>	means the part of Kingswood Place, Hayes UB4 8JA registered under Land Registry title number NGL443899 which forms part of the Site
<b>"Highways Agreement"</b>	means one or more highways agreements to be entered into by the Owner and the Council under section 38 and/or section 278 of the 1980 Act in relation to the Highways Works;
<b>"Highway Works"</b>	means the highway works outlined in paragraph 6 of Schedule 3 hereto;
<b>"Index Linked"</b>	means the application of the formula provided at Clause 16 of this Agreement;
<b>"Initial Quantum"</b>	means the provision of Affordable Housing Units in the Development delivered as Affordable Housing or as an Affordable Housing Contribution pursuant to this Deed;
<b>"Local Park Improvement Contribution"</b>	means the Index Linked sum of five thousand pounds (£5,000) referred to in Schedule 8 as a contribution towards



	initiatives to improve the local parks within the Authority's Area;
<b>"Occupied"</b>	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;
<b>"Owners"</b>	means together the First Owner and the Second Owner;
<b>"Parking Permit"</b>	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);
<b>"Parties"</b>	means the Owners and the Council;
<b>"Pedestrian Access Scheme"</b>	means the scheme to be proposed by the Owners as approved in writing by the Council and then imposed on the Development and used to enable pedestrian access from the Development into Rosedale Park;
<b>"Plan"</b>	means the plan attached to this Deed at Appendix 2 hereto;
<b>"Planning Application"</b>	means the application for planning permission for the demolition of 3 dwellinghouses and redevelopment of site to provide 21 (3 x studio, 4 x 1 bed, 10 x 2 bed and 4 x 3 bed) units within 2 new buildings with associated access, parking, landscaping and amenity space under the Council's Planning Reference;

<b>"Planning Permission"</b>	means the planning permission that may be granted for the Development in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 hereto;
<b>"Planning Reference"</b>	means planning reference 72470/APP/2016/4648;
<b>"Project Management and Monitoring Fee"</b>	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;
<b>"Registered Provider"</b>	a registered provider of social housing as defined in the Housing and Regeneration Act 2008 and who is approved as a registered provider of social housing by the Greater London Authority (or any successors in functions);
<b>"Review Date"</b>	means the date being twenty four months from the date of the grant of the Planning Permission;
<b>"Revised Quantum"</b>	means the level of Affordable Housing that is calculated to be provided in accordance with this schedule;
<b>"Rosedale Park"</b>	means Rosedale Park located 65 Albion Rd, Hayes UB3 2ST;
<b>"Second Parcel of Land"</b>	means 581 Uxbridge Road, Hayes UB4 8HP registered under Land Registry title number MX102115 which forms part of the Site
<b>"Significant Under-Performance"</b>	means delivery of less than 50 per cent of the total outputs specified in the Construction Training Scheme;
<b>"Site"</b>	means the property known as 579 - 583

	Uxbridge Road, Hayes and shown for identification purposes only edged red on the Plan;
<b>"Specified Date"</b>	means the date upon which an obligation arising under this Deed is due to be performed;
<b>"Substantial Completion"</b>	means completed to practical completion and also so as to be ready for Occupation and Substantially shall be construed accordingly;
<b>"Third Parcel of Land"</b>	means 579 Uxbridge Road, Hayes UB4 8HP registered under Land Registry title number MX159238 which forms part of the Site
<b>"Training Costs"</b>	<p>means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college";</i></p>
<b>"VAT"</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
<b>"Viability Assessment Mechanism"</b>	means a viability appraisal to be carried out for the Development in the same format as was submitted and relied upon in support of the Application (unless otherwise directed by the Council in writing) to establish the Initial Quantum; and



<b>“Viability Report”</b>	means a report to be produced at the expense of the Owner setting out the results of the application of the Viability Assessment Mechanism as at the Review Date; and
<b>“Working Day”</b>	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

- 1.2. In this Deed
  - 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. 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.
  - 1.2.4. the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
  - 1.2.5. unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
  - 1.2.6. 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;
  - 1.2.7. references to any statute or statutory provision include references to:
    - 1.2.7.1.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
    - 1.2.7.2.any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision
  - 1.2.8. references to the Site include any part of it;
  - 1.2.9. references to any party in this Deed include the personal representatives, successors in title and permitted assigns 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;

1.2.10. "including" means "including, without limitation";

1.2.11. any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.12. without prejudice to the terms of any other provision contained in this Deed the Owners 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 Owners arising under this Agreement;

1.2.13. where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and

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

## **2. LEGAL BASIS**

2.1. This Deed 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 Deed 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 Owners without limit of time.

2.2. To the extent that any of the obligations contained in this Deed 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 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owners and the Mortgagee and their successors in title to the Site.

## **3. CONDITIONALITY**

With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 11, 12, 13, 14 and 19, which shall take effect immediately this Deed is conditional on the grant and issue of the Planning Permission.

## **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. Nothing in this Deed 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 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 of 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 without any limit of time against the Owners and any successors in title to the Site and assigns of the Owners 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 Deed 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 Deed 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 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 Owners 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 Deed 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 Deed.
- 4.9. In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10. The 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' PLANNING OBLIGATIONS**



The Owners covenant with the Council so as to bind the Site to observe and perform the obligations contained in this Deed and the schedules hereto.

## **6. COSTS**

- 6.1. The Owners hereby covenants with the Council that on completion of this Deed 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 Deed.
- 6.2. Prior to Commencement of Development the Owners will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

## **7. REGISTRATION OF AGREEMENT**

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

## **8. RIGHT OF ACCESS**

Without prejudice to the Council's statutory right of entry the Owners 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 Deed has been performed or observed.

## **9. OWNERSHIP**

The Owners warrant that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Site.

## **10. CHANGE IN OWNERSHIP**

The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed 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. MORTGAGEES CONSENT**

The Mortgagee consents to the Owners entering into this Deed and declares that its interests in the Site shall be bound by the terms and obligations contained in this Deed and PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed 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 Owners.

## **12. ARBITRATION**

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

- 12.1.1. the tribunal shall consist of one arbitrator appointed jointly by the parties;
- 12.1.2. in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 12.1.3. the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 12.1.4. the seat of the arbitration shall be London.

## **13. THIRD PARTIES**

No provision in this Deed 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 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.
- 14.2. Any notice to be served under or in connection with this Deed 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 Owners at Merrydown Winkfield Street, Maidens Green, Windsor, Berkshire SL4 4SW.

## **15. FORM PO1**

Prior to Commencement of Development the Owners 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.

## **16. INDEXATION**

- 16.1. 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.

16.2. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owners in writing.

#### **17. INTEREST**

All costs, payments and expenses payable to the Council under this Deed shall bear interest at the rate of 4% (four percent) 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 Deed shall be exclusive of any VAT properly payable.
- 18.2. The Owners hereby acknowledge and agree that if at any time VAT is required to be paid in respect of the Site 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.

#### **19. JURISDICTION**

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

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**  
**AFFORDABLE HOUSING**

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

1. Prior to first Occupation of the Development to pay to the Council the Affordable Housing Contribution; and
2. Not to Occupy or cause or allow or permit any part of the Development to be Occupied until the Affordable Housing Contribution is paid.

**SCHEDULE 2**  
**AFFORDABLE HOUSING REVIEW MECHANISM**

The Owners hereby covenant with the Council as follows:

1. Should the Development not be Substantially Complete at the Review Date the Council may serve written notice upon the Owners requiring that they provide to the Council a Viability Report using the Viability Assessment Mechanism, at the Owner's own expense, in order to establish whether the Development would be Financially Viable if the Initial Quantum of Affordable Housing is increased.
2. In the event that the Council serves on the Owners the notice referred to in paragraph 1 of this Schedule the Owners will at the Owner's own expense use the Viability Assessment Mechanism to prepare a Viability Report for the purpose of reassessing the Initial Quantum of Affordable Housing for the Development and shall deliver the Viability Report to the Council within four (4) months of service of the notice referred to in paragraph 1 of this Schedule.
3. If following receipt of the Viability Report the Council shall at any time request additional information and evidence in respect of matters contained in (or omitted from) the Viability Report, the Owners shall use reasonable endeavours to promptly after any such request provide to the Council such information and evidence in a format approved by the Council acting reasonably.
4. Where the Council has responded with details of the elements of the Viability Report that are not agreed together with reasons for disagreement and alternative figures assumptions or bases of calculations then the Owners shall within twenty eight (28) Working Days following the receipt of the Council's response provide a reply in writing either:
  - 4.1 confirming the Owners' acceptance of the Council's alternative figures assumptions or bases of calculation; or
  - 4.2 specifying those matters contained within the Council's response that are not agreed together with full reasons for the same ("Disputed Matters").
5. Any Disputed Matters shall be determined as provided for in clause 12 of this Deed at the election of either party.
6. If the Council confirms in writing that it agrees with the Viability Report then

that report shall become an agreed Viability Report for the purposes of this Deed.

7. The following process and assumptions shall be relied upon and followed in applying the Viability Assessment Mechanism pursuant to this Deed:

- 7.1 the Revised Quantum of Affordable Housing for the Development will not be less than the Initial Quantum;

- 7.2 the Revised Quantum of Affordable Housing in the Development as a whole shall not under any circumstances exceed 35% (thirty five percent) 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:

- 8.1 **Land costs**

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

- 8.2 **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.

- 8.3 **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.

- 8.4 **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.

#### **8.5 Sales Income**

This is all of the income received in respect of the development of the Site received by the Owners, 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:

- 8.5.1 verifying the historic income received by the Owners from the development of the Site such as receipts from land sales;
- 8.5.2 certifying that all of the sale receipts represent arms length disposals and at open market value or, in the event any transaction on Site is not an arms-length transaction at open market, enclosing a certificate provided by a RICS qualified valuer (who shall be appointed by the Owners at the Owners' sole cost) certifying the open market value of all such disposals to represent a nominal figure for actual income to be used in the Viability Report;
- 8.5.3 in the case of a disposal not for money providing information about the arrangements to enable the value of the transaction to be assessed.

#### **8.6 Historic Costs**

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

#### **8.7 Forecast Costs**

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

#### **8.8 Other Costs**

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

- 9. If the Viability Report produced and agreed in accordance with this Schedule

indicates that the Development would not be Financially Viable if the Initial Quantum were to be increased, then the Affordable Housing (if any) shall be delivered in accordance with this agreement and in line with the Initial Quantum.

10. If the Viability Report produced and agreed or determined in accordance with this Schedule indicates that the Development would be financially viable with a quantum of Affordable Housing that is greater than the Initial Quantum then the quantum of Affordable Housing within the Development shall be increased to a new quantum of Affordable Housing which represents the maximum quantum of Affordable Housing that could be sustained by the Development whilst remaining financially viable as evidenced by the agreed or determined Viability Report (subject to a maximum quantum of 35% (thirty five per cent) Affordable Housing within the Development).
11. Following the Viability Report being agreed or determined, the Council shall notify the Owners of the Revised Quantum for Affordable Housing to be provided within the Development.
12. Subject to paragraph 13 of this Schedule, the Owners shall:
  - 12.1 Within two (2) months of the Council notifying the Owner of the Revised Quantum, the Owners shall provide to the Council a scheme for written approval by the Council, which shall include (but not limited to):
    - 12.1.1 The layout, design and specification of the Affordable Housing Units;
    - 12.1.2 The tenure of the Affordable Housing Units;
    - 12.1.3 How the Affordable Housing will be delivered and secured in perpetuity and only occupied in accordance with the approved scheme; and
    - 12.1.4 How the Affordable Housing Units will be managed to ensure they are retained and used in perpetuity as Affordable Housing.

and the Owners shall make such amendments to the proposed scheme as are reasonably required by the Council.



- 12.2 Following approval by the Council of the scheme referred to in paragraph 12.1 above, the Owners shall enter into such legal agreements with the Council as the Council reasonably require ensuring that the Revised Quantum of Affordable Housing is delivered in accordance with the Approved Scheme.
13. The Owners may pay a financial contribution towards the provision by the Council of Affordable Housing within the Council's Area in lieu of providing the Revised Quantum in the event that it would be impracticable or unreasonable to provide the Revised Quantum or if any Dwellings shall have already been sold 'off-plan' or if it would materially affect the ability of the Owners or their successors in title from disposing of any Dwelling or if the Council shall otherwise agree and provided always that the amount of such financial contribution shall be equal to the cost to the Owners of providing the Revised Quantum and shall be determined in accordance with Clause 12 of this Deed if not agreed between the Owners and the Council acting reasonably.
14. The Owners shall pay within 10 Working Days of receipt of written demand the Council's reasonable and proper costs, expenses and fees of:
- 14.1 Reviewing the Viability Report and agreeing or determining the Revised Quantum.
- 14.2 Negotiating, agreeing and determining matters arising under paragraphs 12 and 13 of this Schedule.

**SCHEDULE 3**  
**HIGHWAY WORKS**

The Owners hereby covenant and agree 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 Site 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 of this Schedule 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 Council's reasonable and proper legal costs in entering into any Highways Agreements.
6. The Highway Works shall include (but may not be limited to):
  - 6.1. Re-instatement of the footway, cycle lane, vehicle crossover, grass verge and road signage to tie in with the existing, only in the parts of the highway immediately abutting the frontage to the Site;  
and



- 6.2. Works relating to the street furniture and street lighting, which shall include the implementation of new street lighting and street furniture only in the parts of the highway immediately abutting the frontage to the Site.

**SCHEDULE 4**  
**CONSTRUCTION TRAINING SCHEDULE**

The Owners hereby covenant with the Council as follows:

Construction Training Scheme: In-kind Provision

1. Prior to Commencement of Development to meet (along with the Owners' main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development, all parties acting reasonably.
2. The Owners shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
3. The Owners shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owners' commitment to ensuring that the obligations contained in this Schedule are complied with.
4. Prior to Commencement of the Development the Owners and the Council shall agree the Co-ordinator Costs (if any).
5. Prior to Commencement of the Development the Owners shall pay the agreed Co-ordinator Costs to the Council (if any).
6. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 - 5 of this Schedule have been complied with.
7. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. 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 Construction Training Scheme then the Construction Training Contribution will not be payable by the Owners and the request for payment will be withdrawn by the Council.



8. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Construction Training Contribution is paid to the Council.

Construction Training Contribution in lieu

9. The Construction Training Scheme will not be required and the obligations within paragraphs 1 – 8 (inclusive) above shall not apply where the Owners and the Council agree in writing prior to Commencement of 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
10. Not to Occupy or cause to be Occupied any part of the Development before either:
  - 10.1 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 have been paid to the Council (if any); or
  - 10.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
  - 10.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

**SCHEDULE 5**  
**CARBON OFFSET CONTRIBUTION**

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

1. Prior first occupation of the Development to pay to the Council the Carbon Offset Contribution; and
2. Not to Occupy or cause or allow or permit any part of the Development to be Occupied until the Carbon Offset Contribution is paid.

## **SCHEDULE 6**

### **RESIDENTIAL PARKING PERMITS**

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

1. Upon completion of this Deed 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 resident’s 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”



**SCHEDULE 7**  
**AIR QUALITY CONTRIBUTION**

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

1. Prior to first Occupation of the Development to pay to the Council the Air Quality Contribution; and
2. Not to Occupy or cause or allow or permit any part of the Development to be Occupied until the Air Quality Contribution is paid.

**SCHEDULE 8**  
**LOCAL PARK IMPROVEMENTS**

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

1. Prior to first Occupation of the Development to pay to the Council the Local Park Improvements Contribution; and
2. Not to Occupy or cause or allow or permit any part of the Development to be Occupied until the Local Park Improvements is paid.

**SCHEDULE 9**  
**CAR PARKING ALLOCATION AND MANAGEMENT SCHEME**

The Owners hereby covenant with the Council as follows:

1. Prior to Commencement of the Development the Car Parking Allocation and Management Scheme shall be submitted to and approved in writing by the Council.
2. Not to Occupy or cause or allow or permit any part of the Development to be Occupied until the Car Parking Allocation and Management Scheme is approved by the Council in writing and is implemented by the Owners.
3. The Owners shall have regard to any reasonable recommendations made by the Council as to further requirements that should be included in the Car Parking Allocation and Management Scheme.
4. To use reasonable endeavours to observe and perform or procure the observance and performance of the requirements, objectives, recommendations and principles of the Car Parking Allocation and Management Scheme for the lifetime of the Development.



**SCHEDULE 10**  
**PEDESTRIAN ACCESS SCHEME**

The Owners hereby covenant with the Council as follows:

1. Prior to Commencement of the Development the Pedestrian Access Scheme shall be submitted to and approved in writing by the Council.
2. Not to Occupy or cause or allow or permit any part of the Development to be Occupied until the Pedestrian Access Scheme is approved by the Council in writing and is implemented by the Owners.
3. The Owners shall have regard to any reasonable recommendations made by the Council as to further requirements that should be included in the Pedestrian Access Scheme.
4. To use reasonable endeavours to observe and perform or procure the observance and performance of the requirements, objectives, recommendations and principles of the Pedestrian Access Scheme for the lifetime of the Development.

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

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

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**

MEMBER OF  
THE COUNCIL

AUTHORISED  
OFFICER



MEMBER OF  
THE COUNCIL

AUTHORISED  
OFFICER

*[Signature]*

*[Signature]*

■ Thorney Farm Development  
579-583 Uxbridge Rd, Hayes

■ Location Plan

■ Project TPH5  
■ Dwg No/rev. PL-100 A  
■ Scale 1:1250@A4  
■ Date NOV 2016  
■ Checked by

**jsa**  
jsa architects



**APPENDIX 3**

**DRAFT PLANNING PERMISSION**

# DRAFT

Mr Matt Taylor  
J S A Architects Ltd.  
Tavistock House, Waltham Road  
Woodlands Park  
Maidenhead SL6 3NH

Application Ref: 72470/APP/2016/4648

## 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 dwellinghouses and redevelopment of site to provide 21 (3 x studio, 4 x 1 bed, 10 x 2 bed and 4 x 3 bed) units within 2 new buildings with associated access, parking, landscaping and amenity space

**Location of development:** 579-583 Uxbridge Road Hayes

**Date of application:** 04 September 2017

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

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

**Draft Decision Notice produced: 14 September 2018**

**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: 72470/APP/2016/4648

### **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:

PL-100A Location Plan  
PL-102D Proposed Site Plan  
PL-210B Block A3 - Proposed Ground Floor Plan  
PL-211A Block A3- Proposed First Floor Plan  
PL-212A Block A3- Proposed Second Floor Plan  
PL-412A Proposed Elevations - Block A3  
PL-412A Block H - Elevations  
PL-213 Block H Proposed Plans

#### **REASON**

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

- 3 · The development hereby permitted shall not be occupied until the following has been completed in accordance with the specified supporting plans and/or documents:

Ground Investigation Desk Study Report  
Planning Design and Access Statement August 2017  
Transport Statement Rev A  
Accommodation Schedule -2018-06-28

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 (November 2012) and the London Plan (2016).



### **SCHEDULE OF CONDITIONS**

- 4 · Prior to commencement plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings shall be 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 Two - Saved UDP Policies (November 2012).

- 5 · Prior to commencement of the development, details of all materials and external surfaces, including details of balconies and obscure windows and balustrades shall be 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 and sample materials shall be available to view on site at the Local Planning Authorities request.

**REASON**

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

## SCHEDULE OF CONDITIONS

- 6 · Prior to commencement, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include: -

1. Details of Soft Landscaping

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

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 (to be covered and secure)

2.b Provision of 4 active electric vehicle charging points and 4 passive electric vehicle charging points

- 2 disabled parking spaces

- 1 motorcycle/scooter parking space

- 35 cycle parking spaces

2.c Hard Surfacing Materials

2.d 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 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

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 provide adequate facilities in compliance with Policies BE13 and BE38 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012) and Policies 5.8 (Innovative energy Technologies), 6.13 (Parking) and 5.17 (refuse storage) of the London Plan (2016).

- 7 · Notwithstanding the submitted plans, parking spaces 42 and 44 shall be set away from the building facade by 1.2m.

REASON

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

- 8 · Prior to commencement, details of the position, height and material proposed for the balustrades at roof level shall be submitted to and approved in writing by the Local Planning Authority.

REASON

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



## SCHEDULE OF CONDITIONS

- 9 · Prior to commencement full details of the physical measures to prevent overlooking between the proposed flats within Block H and the garden of 577 Uxbridge Road, including the height, colour and material of privacy screens and soft landscaping shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to first occupation of the flats in hereby approved and shall be retained thereafter.

### REASON

To safeguard the amenity of future occupiers in accordance with Policy BE24 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

- 10 · Prior to commencement a scheme designed to minimise the ingress of polluted air shall be submitted for approval in writing by the Local planning Authority. The design must take into account climate change pollutants. Any suitable ventilation systems will need to address the following:
- Take air from a clean location or treat the air and remove pollutants;
  - Be designed to minimise energy usage;
  - Be sufficient to prevent summer overheating;
  - Have robust arrangements for maintenance.

Thereafter and prior to occupation, the scheme shall be completed in strict accordance with the approved details and thereafter maintained for the life of the development.

### REASON

In order to safeguard the amenities of the area, in accordance with Policy OE1 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012) and Policy 7.14 of the London Plan (March 2016).

- 11 · Prior to the commencement of development (other than demolition), details of
1. A drop-off point for door-to-door service providers, to include large Dial-A-Ride vehicles, should be provided;
  2. The design of accessible parking spaces, for residents and visitors, should cater for high sided vehicles with side and rear wheelchair access;
  3. A fire strategy which demonstrates adequate means of escape for wheelchair users, and other persons unable to escape using the staircase.
  4. Details of at least one ensuite bathroom connected to the largest bedroom which includes a level access shower shall to be provided onsite.

The development must proceed in accordance with the approved details and retained thereafter.

### REASON:

To ensure that an appropriate standard of housing stock, in accordance with London Plan 2016 Policy 3.8 (c) and (d), is achieved and maintained.



## SCHEDULE OF CONDITIONS

- 12 Prior to development commencing, 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 for maximum permitted working hours).
  - (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 Two - Saved UDP Policies (November 2012).

- 13 The development hereby approved shall ensure that 10% of the residential units are constructed to meet the standards for Category 3 M4(3) dwellings, with all remaining units designed to 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 2016 Policy 3.8 (c) and (d), is achieved and maintained.

## SCHEDULE OF CONDITIONS

14. No development approved by this permission shall be commenced until a scheme for the provision of sustainable water management has 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 (2016) 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 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012) and London Plan (2016) Policy 5.12.

15. 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

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



### **SCHEDULE OF CONDITIONS**

- 16 · The access for the proposed car parking shall be provided with those parts of 2.4m x 2.4m pedestrian visibility splays which can be accommodated within the site in both directions and shall be maintained free of all obstacles to the visibility between heights of 0.6m and 2.0m above the level of the adjoining highway.

**REASON**

In the interests of highway and pedestrian safety in accordance with Policy AM7 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012)

- 17 · 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 (July 2016).

- 18 · 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 (2016) Policies 7.1 and 7.3.



## SCHEDULE OF CONDITIONS

- 19 . Prior to commencement, no soils shall be imported to the site until information on their source, the results of any soil analysis, and an assessment of their suitability for use has been submitted to and agreed in writing by the Local Planning Authority.

Prior to their import onto site, a suitable methodology for testing soils following their import and placement on the site should be submitted to and agreed in writing by the Local Planning Authority. The methodology should include:

- (i). The sampling frequency
- (ii). Testing schedules
- (iii). Criteria against which the analytical results will be assessed (as determined by the risk assessment) The agreed methodology shall then be carried out and validatory evidence submitted to and approved in writing to by the Local Planning Authority.

### REASON:

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy OE11 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012).

- 20 . Development shall not begin until a sound insulation scheme for protecting the proposed development from road traffic noise has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be fully implemented before the development is occupied and thereafter shall be retained and maintained in good working order for so long as the building remains in use.

### REASON

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

- 21 . Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value  $D_{nT,w}$  +  $C_w$  and  $L'_{nT,w}$  of at least 5dB above the Building Regulations value, for the floor/ceiling /wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling]. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

### REASON

To ensure that the amenity of the occupiers of the proposed development is not adversely affected by road traffic noise in accordance with policy OE5 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy 7 of the London Plan (July 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,



## SCHEDULE OF CONDITIONS

- 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](http://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 . 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

## SCHEDULE OF CONDITIONS

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 . You are advised that the planting zone at the front boundary is not wide enough to accommodate pleached trees.
- 11 . 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).
- 12 . Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at [www.aoa.org.uk/publications/safeguarding.asp](http://www.aoa.org.uk/publications/safeguarding.asp))
- 13 . You are encouraged to ensure that facilities are provided to enable the easy watering of the roof garden, including any allotment facilities which might feature in the final landscaping details, and to ensure such facilities maximise opportunities for the re-use of rainwater.
- 14 . You are advised that no doors or gates should be installed which open out of the public highways as these may contravene The Highways Act 1980 (as amended).
- 15 . The development requires the formation of a vehicular crossover, which will be constructed by the Council. This work is also subject to the issuing of a separate licence to obstruct or open up the public highway. For further information and advice contact: - Highways Maintenance Operations, 4W/07, Civic Centre, Uxbridge, UB8 1UW.
- 16 . 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.
- 17 . 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



## **SCHEDULE OF CONDITIONS**

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

## **GRANT OF PLANNING PERMISSION**

Application Ref.No.: 72470/APP/2016/4648

### **SCHEDULE OF PLANS**

Planning Design and Access Statement August 2017 - received 05 Sep 2017  
Drainage Statement - received 30 Dec 2016  
PL-100A Location Plan - received 29 Aug 2018  
Air Quality Assessment - received 05 Sep 2017  
Noise Impact Assessment - received 05 Sep 2017  
PL-102D Proposed Site Plan - received 04 Sep 2018  
PL-210B Block A3 - Proposed Ground Floor Plan - received 04 Sep 2018  
PL-412A Proposed Elevations - Block A3 - received 04 Sep 2018  
Ground Investigation Desk Study Report - received 10 Jan 2017  
Transport Statement Rev A - received 05 Sep 2017  
Energy Statement December 2017 - received 07 Jun 2018  
Schedule of revisions to planning application to address remaining issues raised by planners on 26 June 2018 - received 05 Aug 2018  
Accommodation Schedule -2018-06-28 - received 05 Aug 2018  
PL-211A Block A3- Proposed First Floor Plan - received 05 Aug 2018  
PL-212A Block A3- Proposed Second Floor Plan - received 05 Aug 2018  
PL-412A Block H - Elevations - received 05 Aug 2018  
PL-213 Block H Proposed Plans - received 05 Aug 2018  
Financial Viability Assessment August 2017 - received 05 Sep 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.....

*Alan Chapman*

AUTHORISED OFFICER.....

*G. Molloy*

EXECUTED as a DEED  
by **THORNEY FARM PROPERTIES LIMITED**  
acting by a Director

Director

*[Signature]*

in the presence of:

Witness Signature:

*[Signature]*

Witness name:

*Leah Mui*

Witness address:

*16 PARKER CLOSE, SHARNFORD, RG2 9RG*

Witness occupation:

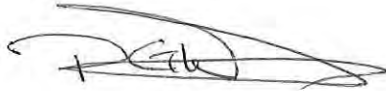
*Nanny*

EXECUTED as a DEED

by **THORNEY FARM DEVELOPMENTS LIMITED**

acting by a Director

Director



in the presence of:

Witness Signature:



Witness name:

LEAH HALL

Witness address:

16 PARKER CLOSE, SHINFIELD, RG2 9RG

Witness occupation:

NANNY

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



its duly appointed Attorney under a Power of Attorney dated in the presence of:

Witness

Witness Signature:



Witness name:

SAMANTHA WOODS

Witness address:

3 BUDDLEIA WAY, RED LODGE, IP28 8XZ

Witness occupation:

BANK STAFF