

DATED

18 September

2024

NSS (ICKENHAM) LLP

and

KELTBRAZ GROUP (HOLDINGS) LIMITED

and

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED
POWERS
RELATING TO THE DEVELOPMENT OF LAND AT
MERCK SHARPE DOHME (MSD) SITE OFF BREAKSPEAR ROAD SOUTH
PLANNING APPLICATION NUMBER: 72870/APP/2022/3126

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: CMCG/022325

THIS PLANNING OBLIGATION BY DEED is dated 18 September 2024

and is made **BETWEEN**:

1. **NSS (ICKENHAM) LLP (LLP Regn. No. OC422750)** a company incorporated in England and Wales whose registered office is situated at First Floor, 50 Marshall Street, London W1F 9BQ ("the Owner");
2. **KELTBRAZ GROUP (HOLDINGS) LIMITED (Company No. 02810840)** a company incorporated in England and Wales whose registered office is situated at St Andrew's House, Portsmouth Road, Esher Surrey KT10 9TA ("the Developer");
3. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

BACKGROUND

- A The Council is the local planning authority for the purposes of the 1990 Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Land registered under Title Nos. MX334605 and AGL542592 at the Land Registry.
- C The Owner and the Developer submitted the Planning Application jointly to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner and the Developer intend to develop the Site pursuant to the Planning Permission.
- 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 Agreement and for that purpose the parties are willing to enter into this Agreement.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

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

“1980 Act”	means the Highways Act 1980 (as amended);
“1990 Act”	means the Town and Country Planning Act 1990 (as amended);
“Air Quality Contribution”	<p>means the Indexed Link sum of three hundred and fourteen thousand, one hundred and eighty nine pounds and 57 pence (£314,189.57) referred to in Schedule 1 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to):</p> <ul style="list-style-type: none"> - Use of low emission fuel technology and other measures to reduce emissions; - Tree and other planting; - Restrictions on certain types of vehicles; - Use of cleaner fuels on energy and heating; - Use of combined heat and power and community heating systems; and - Environmental management systems and air quality strategy;
“Auditor”	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the

	Council for the purpose of verifying the results of the Monitoring;
“Authority's Area”	means the administrative area of the Council;
“‘Be Seen’ Energy Performance Indicators”	means the energy performance indicators for greenhouse gas emissions, as per Policy SI 2 of the London Plan (2021);
“‘Be Seen’ Energy Monitoring”	means the annual monitoring of greenhouse gas emissions, as per Policy SI of the London Plan (2021) in accordance with Schedule 2A ;
“Building”	means any or all buildings individually or together on the Site pursuant to the Planning Permission;
“Carbon Offset Contribution”	means the Index Linked sum of Ninety Five Pounds (£95.00) per carbon tonne over a period of no more than 30 years (beginning on Commencement of Development) in accordance with the Energy Strategy to offset any shortfall of the Development. This contribution to be used by the Council towards the provision of offsite carbon reduction measures within the Authority's Area;
“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: <ul style="list-style-type: none"> - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations;

	<ul style="list-style-type: none"> - 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, <p>and Commence and Commenced shall be construed accordingly;</p>
“Commercial Travel Plan”	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Commercial Units other than by the driver only private car in accordance with Schedule 3 ;
“Commercial Travel Plan Co-ordinator”	means the person or persons to be appointed by the Owner to act as co-ordinator of the Commercial Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Commercial Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Commercial Travel Plan;
“Commercial Units”	means the units to be constructed for commercial purposes within the Development pursuant to the Planning Permission;
Completion	Means the completion of the construction of the Commercial Units as evidenced by the installation of the Wind and Weather Proofing Infrastructure.
“Construction Training Contribution”	means the Index Linked sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at

	<p>the date of this Agreement 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>
<p>"Construction Training Scheme"</p>	<p>means a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by the Owner to fund, arrange and/or provide construction training for workers and/or potential workers for the Development;</p>
<p>"Contributions"</p>	<p>means together the Air Quality Contribution, the Carbon Offset Contribution, the Construction Training Contribution and the Healthy Streets Active Travel Contribution</p>
<p>"Co-ordinator Costs"</p>	<p>means a sum to be agreed with the Council in the event the Owner 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</i></p>

	<i>length of period that placements would be required to the development;</i>
“Defects Liability Period”	means such a period of time following practical completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building;
“Director of Planning, Regeneration and Public Realms”	means the Council’s Director of Planning, Regeneration and Public Realm such person as the Council designates as undertaking this role;
“Development”	means the development of the Site pursuant to the Planning Permission;
“Energy Monitoring, Recording and Reporting Plan (EMRRP)”	means a plan to be submitted to the Council for written approval prior to the Commencement of Development in accordance with Condition 19 of the Planning Permission, such plan shall provide the following: The EMRRP shall accord with the requirements of the Energy Strategy and the GLA Energy Assessment Guidance (April 2020 or as amended) and demonstrate that the Development will secure the 154% saving in CO2 emissions from the regulated energy load in accordance with the Energy Strategy (the “Carbon Saving”) (with any failure to achieve the same as notified by the Council in accordance with paragraph 6(a) of Schedule 2). The Development must proceed in accordance with the approved reporting structure and the Energy Monitoring, Recording and Reporting Plan (EMRRP) Contribution will be payable where the Council have identified that the Development does not achieve the Carbon Saving
“Energy Monitoring, Recording and Reporting Plan (EMRRP) Contribution”	means an Index Linked in-lieu contribution towards the Council’s carbon offset fund to be calculated at £95 per tonne of CO2 annualised over 30 years (i.e. actual

	shortfall x 95 x 30 = £contribution). This is payable where the Council have identified there is a failure to achieve the Carbon Savings as set out in the Energy Monitoring, Recording and Reporting Plan (ERRP) and this failure shall be treated as part of the overall carbon shortfall and is payable in accordance with the formula set out in this definition to be used by the Council towards the provision of offsite carbon reduction measures within the Authority's Area;
"Energy Strategy"	means the London Plan 2021 Policy SI 2 Minimising Greenhouse Gas Emissions;
"Form PO1"	means the form in the substantial format attached at Appendix 1 ;
"GLA"	means Greater London Authority;
"Highway Agreement"	means one or more highway agreements to be entered into by the Owner and the Council under Section 38 and/or Section 278 of the Highways Act 1980 if appropriate and necessary;
"Highway Works"	means the highway works to be carried out by the Owner to include (but not limited to) works to the Junction with Breakspear Road South as set out in Schedule 5 of this Agreement;
"Healthy Streets Active Travel Contribution"	means the Index Linked financial contribution amounting to Five Thousand Pounds (£5,000) to be used by the Council to fund the delivery of works to encourage and enable trip making by walking, cycling and public transport within the Authority's Area;
"Index Linked"	means the application of the formula provided at clause 15 ;
"Interest"	Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time;

“Monitoring Period”	means the period of up to a maximum of five (5) years beginning on Occupation of the Commercial Units
“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;
“Plan”	means the plan attached to this Agreement at Appendix 2 ;
“Planning Application”	means the application for planning permission for the retention and demolition of existing buildings, construction of new buildings, all within Use Class B8 with ancillary uses, alongside hardstanding, widening Retention and demolition of existing buildings, construction of new buildings, all within Use Class B8 with ancillary uses, alongside hardstanding, widening of the vehicular access off Breakspear Road South, associated car and cycle parking, enhanced landscaping and ancillary works of the vehicular access off Breakspear Road South, associated car and cycle parking, enhanced landscaping and ancillary works. under the Council's reference number 72870/APP/2022/3126
“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 72870/APP/2022/3126;
“Project Management and Monitoring Fee”	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;

“Reportable Unit”	means a Reportable Unit (Energy Centre), or Reportable Unit (Non-Residential);
“Reportable Unit (Energy Centre)”	means either a connection to a third-party District Heating Network, or a self-contained Energy Centre serving multiple non-residential properties (within the Site);
“Reportable Unit (Non-Residential)”	means a Building within a single occupier/tenant or a Building with multiple tenants;
“RPI”	means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the Council may determine;
“Site”	means the property known as Merck Sharpe Dohme site off Breakspear Road, South Harefield and shown for identification purposes only edged red on Plan 1 ;
“Specified Date”	means the date upon which an obligation arising under this Agreement is due to be performed;
“Training Costs”	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document 2014 at paragraph 6.18 (Page 41): <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>

“Travel Plan Targets”	means for targets for achieving a decrease in the proportion of persons travelling to and from the Development by driver only private car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a car) as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Development hereby approved;
“VAT”	means value added tax chargeable under the Value Added Tax Act 194 and any similar replacement tax and any similar additional tax; and
Wind and Weatherproofing Infrastructure	means the windows and doors installed and fitted to the Commercial Units which are visible externally at ground level
“Working Day”	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
 - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
 - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 "including" means "including, without limitation";
- 1.2.11 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;
- 1.2.12 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;
- 1.2.13 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.14 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 their successors in title to the Site.

3 CONDITIONALITY

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

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

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

4 MISCELLANEOUS

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

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

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

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

4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and

any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

5 THE OWNER'S PLANNING OBLIGATIONS

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

6 COSTS

- 6.1 The Owner hereby covenants with the Council that on completion of this Agreement it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Agreement.
- 6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

7 REGISTRATION OF AGREEMENT

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

8 RIGHT OF ACCESS

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

9. ARBITRATION

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

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

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

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

9.1.4 the seat of the arbitration shall be London

10. THIRD PARTIES

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

11. NOTICES

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

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

- a) Director of Planning, Regeneration and Public Realm, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
- b) The Owner at NSS (ICKENHAM) LLP, C/O, First Floor, 50 Marshall Street, London W1F 9BQ

12. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

13. CHANGE IN OWNERSHIP

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

14. CONTRIBUTIONS

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

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

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

14.3 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

15. INDEXATION

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

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Agreement;
- (c) C is the RPI for the month 2 months before the Specified Date;

- (d) D is the RPI for the month 2 months before the date of this Agreement; and
- (e) C/D is equal to or greater than 1.

16. INTEREST

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

17. VAT

- 17.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.
- 17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

18. JURISDICTION

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

19. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of its charge over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless they take possession of the Land

in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

20. INDEMNITY

20.1 The Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

- a) Compensation (including any claim arising under the Land Compensation Acts)
- b) Damages
- c) Costs
- d) Charges
- e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

20.2 The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

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

SCHEDULE 1
AIR QUALITY CONTRIBUTION

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

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

SCHEDULE 2

CARBON OFFSET CONTRIBUTION

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

1. Prior to Commencement of Development to pay (if due) to the Council the Carbon Offset Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development until the Carbon Offset Contribution(if due) has been paid to the Council; and
3. Prior to Occupation of any part of the Development to submit to the Council for approval in writing the Energy Monitoring, Recording and Reporting Plan (EMRRP) as required by Condition 19 of the Planning Permission; and
4. Subject to the Council serving on the Owner written confirmation that there has been a failure to achieve the Carbon Savings recorded in the (EMRRP) in accordance with Paragraphs 6(a) and (b) of this Schedule 2, the Owner shall pay the EMRRP Contribution to the Council within 20 Working Days of the Owner's receipt of such written notification
5. The Council hereby covenants and agrees with the Owner as follows:
6. That where there is a failure to achieve the Carbon Savings recorded in the EMRRP the Council will:
 - a) notify the Owner in writing that the EMRRP Contribution is payable; and
 - b) make a written request for payment of the EMRRP Contribution within 20 Working Days of the notification pursuant to Paragraph 6(a) being received by the Owner

SCHEDULE 2A

'BE SEEN' ENERGY MONITORING'

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

1. Not to Occupy or permit or cause to be Occupied any part of the Development until the updated accurate and verified 'as – built' design estimates of the 'Be Seen' Energy Performance Indicators for each Reportable Unit, have been approved in writing by the Council in accordance with paragraphs 1.1 to 1.3 of Schedule 2A of this Agreement.
 - 1.1 Details as to compliance with methodology as outlined in GLA 'Be Seen' Energy Monitoring guidance (or any document that may replace it).
 - 1.2 Data and supporting evidence to be submitted to the GLA using the 'Be Seen' as built stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spqs/be-seen-energy-monitoring-guidance>).
 - 1.3 Confirmation suitable monitoring devices have been installed and maintained for monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of GLA 'Be Seen' energy monitoring guidance.
2. Upon completion of the first year of Occupation of any part of the Development or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner is required to:
 - 2.1 Provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
 - 2.2 Ensure all data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spqs/be-seen-energy-monitoring-guidance>).
 - 2.3 Report on all relevant indicators included in the 'In-use stage' of GLA monitoring guidance for at least five years before obligations under this clause are satisfied.
3. In the event that the 'In-use stage' evidence submitted under Clause 2 shows that the 'As-built stage' performance estimates derived from Clause 1 have not

been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform.

- 3.1 An action plan comprising measures identified in Clause 2 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation.
- 3.2 The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

SCHEDULE 3**COMMERCIAL TRAVEL PLAN**

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

- 1 To submit the Commercial Travel Plan to the Council and not to Occupy any part of the Development until the Commercial Travel Plan has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
- 2 The Commercial Travel Plan shall include as a minimum:
 - 2.1 Company name, hours of operation and proposed number of staff;
 - 2.2 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Commercial Travel Plan;
 - 2.3 The length of the monitoring period for the Commercial Travel Plan which shall not be less than the Monitoring Period;
 - 2.4 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Commercial Travel Plan;
 - 2.5 The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
 - 2.6 The Targets.
- 3 The Commercial Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Commercial Units.
- 4 To procure the funding and implementation of the Commercial Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Commercial Travel Plan for the Monitoring Period.
- 5 The Owner shall not Occupy any part of the Commercial Units until a Commercial Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Commercial Travel Plan Co-ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
- 6 The Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Commercial Travel Plan Co-ordinator and the Auditor.

- 7 In the event that the Commercial Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Commercial Travel Plan Co-ordinator as soon as reasonably practicable.
- 8 Following approval of the Commercial Travel Plan for the Commercial Units the Commercial Travel Plan Co-ordinator shall monitor and review the Commercial Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
 - 8.1 within twenty eight (28) days of the Occupation of the Commercial Units to provide written details of the Commercial Travel Plan to all new occupiers of the Commercial Units;
 - 8.2 to use reasonable endeavours to ensure that employees/users of the Commercial Units comply with the Commercial Travel Plan;
 - 8.3 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Commercial Units and to undertake an annual review of the Commercial Travel Plan and provide a written report within twenty eight (28) days of the review to the Council;
 - 8.4 to supply the Council with a statistical summary of the modes of transport used by employees/users disclosed by any Monitoring or copies of any questionnaires completed by employees/users; and
 - 8.5 to secure that the results of the Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.
- 9 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Commercial Travel Plan within twenty eight (28) days of such recommendation being made by the Council.

SCHEDULE 4
CONSTRUCTION TRAINING SCHEME

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

Construction Training Scheme: In-kind Provision

- 1 Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for the Development.
- 2 The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that the obligations in this Schedule are met.
- 3 The Owner 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 Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
- 4 Prior to Commencement of Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
- 5 Prior to Commencement of Development the Owner 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 Owner 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 percent (50%) or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner 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 has been 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) of this Schedule shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner 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 Development.
- 10 Not to Occupy or cause to be Occupied any part of the Development before:
 - 10.1 the approved Construction Training Scheme has been implemented and delivered by the Owner 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
HIGHWAY WORKS

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

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

SCHEDULE 6

HEALTHY STREETS ACTIVE TRAVEL CONTRIBUTION

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

1. Prior to Commencement of Development to pay to the Council the Healthy Streets Active Travel Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development before the Healthy Streets Active Travel Contribution has been paid.

APPENDIX 1
FORM PO1

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

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

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

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

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

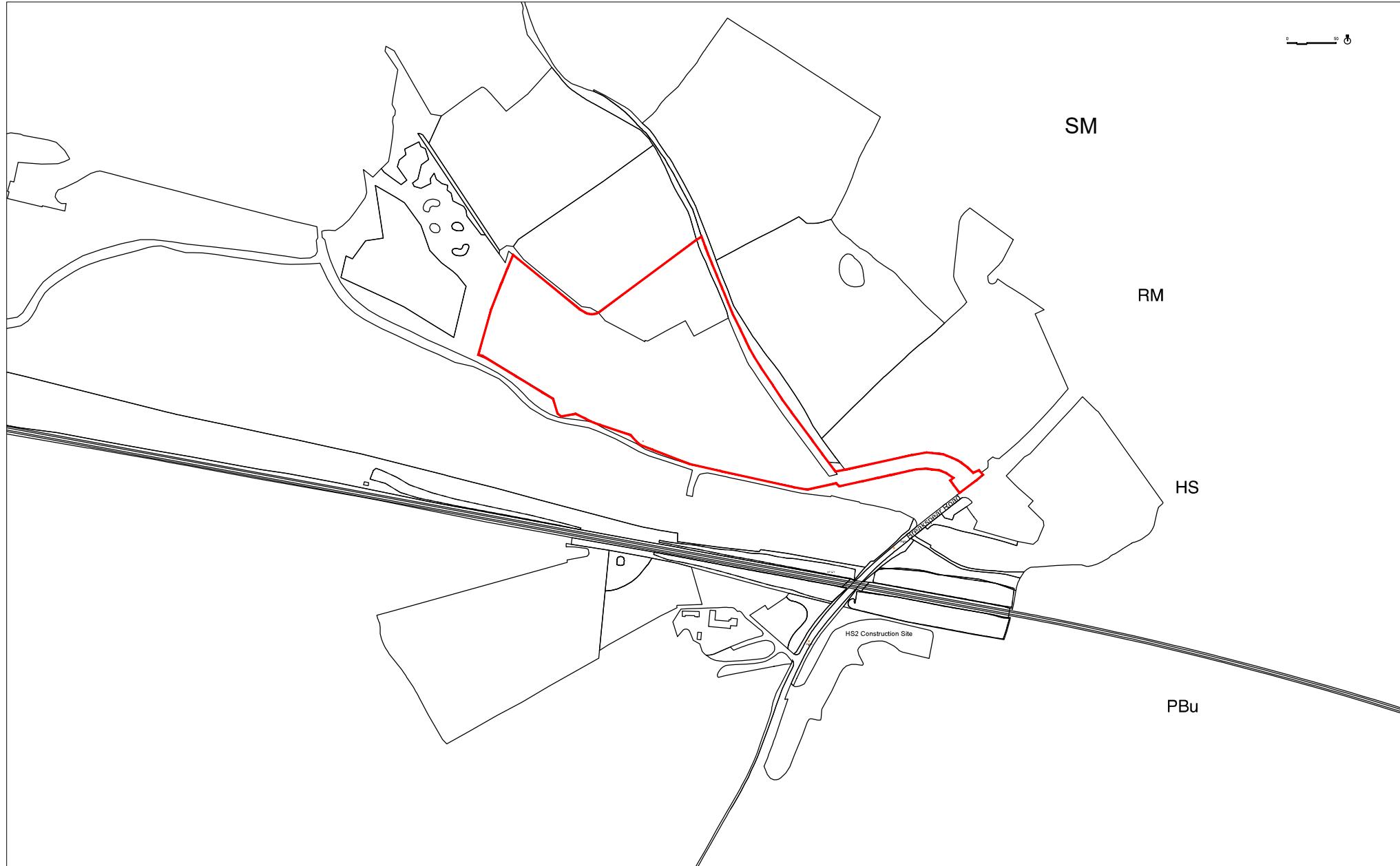
OTHER COSTS (IDENTIFY):

MAINTENANCE COSTS (COMMUTED SUM) _____

**INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS
YES/NO**

APPENDIX 2

PLAN



Safety, Health and Environmental Information	General Note	Issue	Date	By	Chkd	Appd	Issue	Date	By	Chkd	Appd	client	Drawing Status
<p>In addition to the hazards/risks normally associated with the types of work detailed on this drawing and noted in the Designer Risk Assessments and health and safety plan, note the following:</p> <ul style="list-style-type: none"> - All levels and dimensions are approximate, detailed site surveys must be carried out by Contractor before commencement on building works. All levels and dimensions to be confirmed on site. - All existing drawing information is indicative and subject to the detailed site survey. - Drawing is for information only. - Do not scale from this drawing. - This drawing is copyrighted. 		00	28/09/22	SN	MM	RS						Keltbray	PLANNING
												Former MSD Facility, Breakspear Road South, Rickenham	
												Job Title	
												1:1250	Issue
												1:1250	00
												Drawing Title	
												Project No	Drawing No
												1381	1381-DR-A-00-000
												Site Location Plan	

APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Miss Anna Murray
 Gerald Eve
 One Fitzroy
 6 Mortimer Street
 London
 W1T 3JJ

Application Ref: 72870/APP/2022/3126

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:

Retention and demolition of existing buildings, construction of new buildings, all within Use Class B8 with ancillary uses, alongside hardstanding, widening of the vehicular access off Breakspear Road South, associated car and cycle parking, enhanced landscaping and ancillary works.

Location of development: Merck Sharpe Dohme (Msd) Site Off Breakspear Road South Harefield

Date of application: 11th October 2022

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 informatics 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).

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 72870/APP/2022/3126

SCHEDULE OF CONDITIONS

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

REASON

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

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

Location Plan:

1381-DR-A-00-000 Issue 00

Site Plans:

1381-DR-A-00-010 Issue 02

1381-DR-A-00-011 Issue 01

1381-DR-A-00-012 Issue 01

1381-DR-A-00-013 Issue 01

Floor Plans:

1381-DR-A-01-010 Issue 01

1381-DR-A-02-010 Issue 01

1381-DR-A-03-010 Issue 01

1381-DR-A-04-010 Issue 01

1381-DR-A-05-010 Issue 01

Elevations:

1381-DR-A-01-030 Issue 01

1381-DR-A-02-030 Issue 01

1381-DR-A-03-030 Issue 01

1381-DR-A-04-030 Issue 01

1381-DR-A-05-030 Issue 01

Roof Plans:

1381-DR-A-01-015 Issue 00

1381-DR-A-02-015 Issue 00

1381-DR-A-03-015 Issue 00

1381-DR-A-04-015 Issue 00

1381-DR-A-05-015 Issue 00

Section Plans:

1381-DR-A-01-020 Issue 00

1381-DR-A-02-020 Issue 00

- 1381-DR-A-03-020 Issue 01
- 1381-DR-A-04-020 Issue 01
- 1381-DR-A-05-020 Issue 00

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

REASON

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

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

22002-SYM-XX-XX-RPT-C-0001 Rev. P02 Flood Risk Assessment;
 22002-SYM-XX-XX-RPT-C-0002 Drainage Strategy Report;
 22002 (25-07-2022) Drainage Management and Maintenance Plan;
 Landscape Report Rev. 01 (September 2022);
 108003-MMD-00-XX-DC-AQ-0001 Air Quality Assessment (September 2022);
 BG22.113.7 Archaeological Desk-Based Assessment (September 2022);
 BG22.113.8 Rev. 1 Biodiversity Impact Assessment for Net Gain (September 2022);
 BG22.113.7 Rev. 1 Ecological Impact Assessment (September 2022);
 WB307-01/DOP/SAG/MAK Ground Investigation Report;
 Interim Travel Plan (September 2022);
 Noise and Vibration Impact Assessment (September 2022);
 Operational Waste Management Strategy (September 2022);
 Sustainability Statement Rev. 02;
 Transport Statement (September 2022);
 Whole Life Carbon Assessment Rev. 02;
 14771BC.PFSS.20.02.23 (V01) Planning Fire Safety Strategy (20th February 2023);
 100108003 Healthy Streets Active Travel Zone Assessment (April 2023);
 Energy Report Rev. 02 (Dated 31st January 2023); and
 BG22.113.6 Rev. 3 Arboricultural Impact Assessment Survey & Report (Dated May 2023).

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

REASON

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

- 4 Notwithstanding the Town and Country Planning (Use Classes) Order (as amended), or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification, the buildings hereby approved shall not be used for any purpose other than as:
 - Use Class B8: 5,804 m² floorspace for warehouse storage and distribution use; and
 - Ancillary Use Class B8: 1,290 m² floorspace for ancillary office use.

REASON

To ensure that the provisions of the proposed development are secured to the warehouse use to prevent detrimental impacts arising from an alternative use which is not permitted, including impacts on town centres, the local highway network and air quality, in accordance with Policies DME 3, DMTC 1, DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies SD7, T4 and SI 1 of the London Plan (2021) and paragraphs 87, 111 and 174 of the National Planning Policy Framework (2023).

- 5 Notwithstanding the provisions of Part 7, Schedule 2 of the Town and Country Planning (General

Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification), the buildings shall not be extended.

REASON

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

6 Notwithstanding the provisions of Part 7, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification), no additional structural internal mezzanine floorspace that can be used for storage shall be created in excess of that area expressly authorised by this permission.

REASON

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

7 Notwithstanding the Town and Country Planning (Use Classes) Order (as amended), or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification, the development hereby approved shall not be used as a data centre.

REASON

To enable the Local Planning Authority to assess all the implications of the development and to ensure compliance with the Development Plan, including any impact on carbon emissions and air quality, to accord with Policies DMEI 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies SI 1 and SI 2 of the London Plan (2021), and paragraphs 154 and 174 of the National Planning Policy Framework (2023).

8 The office floorspace hereby approved shall only be used as ancillary floorspace to the primary operation of the warehouse facilities (Use Class B8).

REASON

To ensure that the provisions of the proposed development are secured to the warehouse use to prevent detrimental impacts arising from an alternative use which is not permitted, including impacts on town centres, the local highway network and air quality, in accordance with Policies DME 3, DMTC 1, DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies SD7, T4 and SI 1 of the London Plan (2021) and paragraphs 87, 111 and 174 of the National Planning Policy Framework (2023).

9 The external storage yards shall only be used for external storage in association with the use hereby approved. Materials, objects, equipment and vehicles shall not be stored, stacked, deposited or parked:-

- (i) To cover an area exceeding 80% of each individual external storage yard hereby approved;
- (ii) To a height exceeding 6 metres above existing ground level in external storage yards Y3 and Y4 (to the south) hereby approved;
- (iii) To a height exceeding 5 metres above existing ground level in external storage yards Y2 and Y5 (to the north) hereby approved;
- (iv) In the car park surrounding Building B1; or
- (v) On any of the soft/green landscaped areas of the site.

NOTE: The external storage yard notations (Y2, Y3, Y4 and Y5) are defined by approved drawing

reference 1381-DR-A-00-010 Issue 02. External storage yards Y3 and Y4 are located within the southern section of the site where levels are lower and external storage yards Y2 and Y5 are located within the northern section of the site where levels are higher.

REASON

In order to safeguard the openness of the green belt and visual amenities of the area in accordance with Policies EM2 and BE1 of the Hillingdon Local Plan: Part 1 (2012), Policies DME1 4 and DMHB 11 of the Hillingdon Local Plan: Part 2 (2020), Policy G2 of the London Plan (2021) and paragraph 149 of the National Planning Policy Framework (2023).

10 For the lifetime of the development hereby permitted the rating level of noise caused by the operation of development shall be at least 5 dB below the minimum background noise level, or 35 dB(A), whichever is higher, measured 1 metre outside of any window of any existing dwelling, or similarly noise sensitive premises, determined in accordance with the procedures set out in BS4142:2014 Methods for Rating and Assessing Industrial and Commercial Sound.

REASON

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

11 All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>.

REASON

To comply with the London's Low Emission Zone for non-road mobile machinery as per requirements of the London Environment Strategy, in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DME1 14 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 1 of the London Plan (2021) and Paragraphs 174(e), 186 and 188 of the National Planning Policy Framework (2021).

12 The development hereby approved shall connect to a district heating network should one become available in future.

REASON

To ensure compliance with Policy SI 3 of the London Plan (2021).

13 The development hereby approved shall ensure that sufficient ducting space for full fibre connectivity infrastructure is provided.

REASON

To ensure compliance with Policy SI 6 of the London Plan (2021).

14 (A) The development hereby permitted shall not operate in order to allow for any inbound or outbound trips to or from the site by petrol or diesel Heavy Goods Vehicles (HGVs) between the hours of:-

(i) 22:00 and 06:00, Monday to Saturday; and
(ii) 22:00 and 08:00, Sundays and Bank Holidays.

(B) The development hereby permitted shall not operate in order to allow for any more than:-

(i) 10 inbound and/or outbound trips to or from the site by petrol or diesel HGVs between the hours of

06:00 and 07:00;

- (ii) 15 inbound and/or outbound trips to or from the site by petrol or diesel HGVs between the hours of 07:00 and 08:00; and
- (iii) 4 inbound and/or outbound trips to or from the site by petrol or diesel HGVs between the hours of 20:00 and 22:00.

REASON

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

15 Prior to commencement of development (including demolition), full details of bat mitigation requirements shall be submitted to and approved in writing by the Local Planning Authority. These measures must be carried out in accordance with the bat licence issued by Natural England (to be issued subsequent to this planning permission) and submitted alongside the full details of bat mitigation. The development must be carried out in accordance with the approved details.

REASON

To ensure the protection of bats in accordance with Policy G6 and G7 of the London Plan (2021) and Policy EM7 and DMEI 7 of the Hillingdon Local Plan Parts 1 (2012) and 2 (2020).

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

- (i) The phasing of the works;
- (ii) The hours of work;
- (iii) On-site plant and equipment;
- (iv) Measures to mitigate noise and vibration;
- (v) Measures to mitigate impact on air quality;
- (vi) Waste management;
- (vii) Site transportation and traffic management, including:
 - (a) Routing;
 - (b) Signage;
 - (c) Vehicle types and sizes;
 - (d) Hours of arrivals and departures of staff and deliveries (avoiding peaks times of day);
 - (e) Frequency of visits;
 - (f) Parking of site operative vehicles;
 - (g) On-site loading/unloading arrangements;
 - (h) wheel washing; and
 - (i) Use of an onsite banksman (if applicable).
- (viii) The arrangement for monitoring and responding to complaints relating to demolition and construction;
- (ix) Details of cranes and other tall construction equipment (including the details of obstacle lighting);
- (x) Measures to maintain unfettered access to the bridleway for Public Right of Way U42 during construction.

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

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

REASON

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

17 (i) The development hereby permitted (excluding demolition, site clearance and supplementary ground investigation works e.g. beneath demolished buildings) shall not commence until a scheme to address unacceptable contamination, in accordance with the Environment Agency's guidance "Land contamination risk management" (LCRM), has been submitted to and approved by the Local Planning Authority (LPA). All works which form part of an approved remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:

a) A detailed remediation strategy, to also include how completion of the remedial works will be verified, along with the details of a watching brief to address undiscovered contamination, shall be agreed in writing with the LPA. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.

(ii) If, during remedial or development works, contamination not addressed in the submitted remediation strategy is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and

(iii) Upon completion of the approved remedial works, this condition will not be discharged until a comprehensive verification report has been submitted to and approved by the LPA. The verification report shall include the details of the final remediation works and demonstrate that they have been conducted in full and in accordance with the approved methodology.

(iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping and/or engineering purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the factual results and interpretive reports of this laboratory testing including details of placement of the suitable materials shall be submitted to and approved in writing 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 Hillingdon Local Plan: Part 2 (January 2020) Policies - DMEI 11: Protection of Ground Water Resources and DMEI 12: Development of Land Affected by Contamination.

18 Prior to commencement of groundworks, evidence of consent for the proposed connection to the public surface water sewer from the relevant Water and Sewerage Undertaker should be submitted to and approved in writing by the Local Planning Authority.

REASON

To ensure that surface water run off is controlled and to ensure the development does not increase flood risk, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 9 and

DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 12 and SI 13 of the London Plan (2021), the National Planning Policy Framework (2021), and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

19 Prior to commencement of development (excluding demolition), a detailed energy monitoring, recording and reporting plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall accord with the requirements of London Plan Policy SI2 and the GLA Energy Assessment Guidance (April 2020 or as amended) and demonstrate that the development will secure the 154% saving in CO2 emissions from the regulated energy load in accordance with the energy strategy (Energy Report Rev. 02 (Dated 31st January 2023)).

The development must proceed in accordance with the approved reporting structure and where there is a failure to achieve the carbon savings as set out in the energy strategy, the quantum (tCO2) shall be treated as part of the shortfall and shall result in a cash in lieu contribution in accordance with the formula set out in the S106.

REASON

To ensure the development's onsite carbon savings from regulated energy demand is achieved in perpetuity (i.e. annually over 30years) in accordance with the Policy SI2 of the London Plan (2021).

20 Prior to commencement of development (excluding demolition), the final Overheating Strategy shall be submitted to and approved in writing by the Local Planning Authority. The submission shall demonstrate how the development will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the following cooling hierarchy:

- 1) reduce the amount of heat entering a building through orientation, shading, high albedo materials, fenestration, insulation and the provision of green infrastructure;
- 2) minimise internal heat generation through energy efficient design;
- 3) manage the heat within the building through exposed internal thermal mass and high ceilings;
- 4) provide passive ventilation;
- 5) provide mechanical ventilation; and
- 6) provide active cooling systems.

The approved details shall thereafter be implemented and retained for the lifetime of the development.

REASON

To demonstrate that the final strategy will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the cooling hierarchy and Policy SI 4 if the London Plan (2021).

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

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

REASON

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

22 Development shall not commence until details of access to building entrances (to include ramped/level approaches, signposting, types and dimensions of door width and lobby openings) to meet the needs of people with disabilities have been submitted to and approved in writing by the Local Planning Authority. The approved facilities should be provided prior to the occupation of the development and shall be permanently retained thereafter.

REASON

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

23 Prior to commencement of development above ground level, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include: -

1. Details of Soft Landscaping

1.a Planting plans (at not less than a scale of 1:100) to demonstrate no net loss of trees, and including (but not limited to) dense planting on the southern boundary in order to achieve effective screening of the site from views taken from the south

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

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

2. Details of Hard Landscaping

2.a Refuse Storage

2.b Means of enclosure/boundary treatments

2.c Car Parking Layouts, including:

- 13 no. car parking spaces are served by active charging infrastructure;

- 52 no. car parking spaces are served by passive charging infrastructure; and

- All operation parking spaces, including spaces for freight vehicles, are served by rapid electric vehicle charging points.

2.d Hard Surfacing Materials

2.e External Lighting

2.f Other structures

3. Living Roofs

3.a Notwithstanding the plans submitted, details for the provision and maximisation of living / green / blue / brown / bio-solar roofs, including:

- Its location, extent, specification (plant species and growing medium type), landscape integration, integration with other roof plant or renewable energy infrastructure, structural integrity, construction, operation and access; the location and vegetation type to be discussed in advance with the Planning Authority so that benefits to reduction in exposure to air pollution can be obtained;

- Section/profile drawings showing the growing medium depth, different layers and membranes;

- Plans to show clearly its location, extent, drainage catchment areas (if relevant), inlets and outflows; and

- Maintenance plan to show how it will be maintained regularly, maintenance considerations due to other roof infrastructure and any changes in maintenance throughout the seasons.

3.b Robust and evidenced justification as to why a living / green / blue / brown / bio-solar roofs cannot be provided.

4. Details of Landscape Maintenance

4.a Landscape Maintenance Schedule for a minimum period of 5 years.

4.b Proposals for the replacement of any tree, shrub, or area of turfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.

5. Schedule for Implementation

6. Other

6.a Existing and proposed functional services above and below ground

6.b Proposed finishing levels or contours

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

details.

REASON

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

24 Notwithstanding the plans hereby approved and prior to commencement of development above ground level, a detailed scheme for the new bridleway connection to Public Right of Way U42 shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include a 3 metre wide bridleway on the south side of the access road and a crossing point to re-join the existing bridleway.

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

REASON

To ensure that the development provides safe, direct and inclusive access for pedestrians and cyclists on the public right of way, in accordance with Policies DMT 1 and DMT 5 of the Hillingdon Local Plan: Part 2 (2020).

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

REASON

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

26 Prior to commencement of groundworks (excluding site investigations and demolition), a final detailed drainage design shall be submitted to and approved in writing by the Local Planning Authority. This shall include drawings and supporting calculations, in accordance with document reference '22002-SYM-XX-XX-RPT-C-0002 Drainage Strategy Report' and associated drawings. A detailed management plan confirming routine maintenance tasks for all drainage components must also be submitted to demonstrate how the drainage system is to be maintained for the lifetime of the development.

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

REASON

To ensure that surface water run off is controlled and to ensure the development does not increase flood risk, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 12 and SI 13 of the London Plan (2021), the National Planning Policy Framework (2021), and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

27 Prior to the first operation of the development, evidence (photographs and installation contracts) shall be submitted to demonstrate that the sustainable drainage scheme for the site has been completed in accordance with the submitted details. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan for all of the

proposed drainage components.

REASON

To ensure that surface water run off is controlled and to ensure the development does not increase flood risk, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 12 and SI 13 of the London Plan (2021), the National Planning Policy Framework (2021), and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

28 Prior to first operation of the development, details of the cycle parking to provide space for 24 no. bicycles shall be submitted to and approved in writing by the Local Planning Authority. Details shall confirm that the covered cycle hub is to be sited on the eastern side of Building 1 and that all cycle parking to be provided accords with the London Cycling Design Standards.

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

REASON

To ensure that the development secures appropriate cycle parking provision, in accordance with Policy T5 of the London Plan (2021).

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

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

REASON

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

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

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

REASON

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

31 Prior to the first operation of the development, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building Control Decision Notice or equivalent.

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

REASON

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

32 The building(s) shall achieve 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan

Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). No building shall be occupied until accreditation has been achieved.

REASON

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

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

- 1) Compliance with the current London Plan (March 2021) and associated Planning Guidance requirements.
- 2) Implementation of a fast electric vehicle charging bay for cars, and rapid charging provisions for freight vehicles.
- 3) Update the proposed Travel Plan to make it more ambitious with a clear and effective strategy to encourage staff / users of the site to
 - a) use public transport;
 - b) cycle / walk to work where practicable;
 - c) enter car share schemes;
 - d) purchase and drive to work zero emission vehicles.
- 4) Avoid, whenever possible, urban areas including Air Quality Focus Areas.

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

REASON

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

34 Prior to operation of the development, a post-construction monitoring report should be completed in line with the Greater London Authority's (GLA) Circular Economy Statement Guidance.

The post-construction monitoring report shall be submitted to the GLA, currently via email at: circulareconomystatements@london.gov.uk, along with any supporting evidence as per the guidance.

Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the Local Planning Authority, prior to operation of the development.

REASON

In the interests of sustainable waste management and in order to maximise the re-use of materials, in accordance with Policy SI 7 of the London Plan (2021).

35 Prior to the operation of the development the post-construction tab of the Greater London Authority's (GLA) Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance.

The post-construction assessment should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance.

Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the Local Planning Authority, prior to operation of the development.

REASON

In the interests of sustainable development and to maximise on-site carbon dioxide savings, in accordance with Policy SI 2 of the London Plan (2021).

36 Trees, hedges and shrubs shown to be retained on the approved plans shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs' Remedial work should be carried out to BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

REASON

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

INFORMATIVES

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 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 Local Plan Part 1, Local Plan Part 2, 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.
- 3 You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
- 4 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at planning@hillingdon.gov.uk. The Council

will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

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

www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

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

- 5 The Equality Act 2010 seeks to protect people accessing goods, facilities and services from discrimination on the basis of a 'protected characteristic', which includes those with a disability. As part of the Act, service providers are obliged to improve access to and within the structure of their building, particularly in situations where reasonable adjustment can be incorporated with relative ease. The Act states that service providers should think ahead to take steps to address barriers that impede disabled people.
- 6 Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.

B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.

C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance 'The Control of dust and emissions from construction and demolition'.

D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit (www.hillingdon.gov.uk/noise Tel. 01895 250155) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

- 7 Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions

Prior to carrying out works, including the construction of access points, please register on www.linsearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to.

- 8 The developer is advised that the application site is in the vicinity of land that may be required to construct and/or operate Phase One of a high-speed rail line between London and the West Midlands, known as High Speed Two. Powers to construct and operate High Speed Two were secured on 23 February 2017 when Royal Assent was granted for Phase One of HS2. Accordingly the applicant is

advised to follow ongoing progress of the HS2 project at:
<https://www.gov.uk/government/collections/high-speed-rail-london-west-midlands-bill>.

9 The Applicant is advised to ensure the plans conform to Part B of Approved Document of the Building Regulations and that the application is submitted to Building Control/Approved Inspector who in some circumstances may be obliged to consult the Fire Authority.

Guidance note 29 on Fire Brigade Access similar to that in B5 of the Building Regulations, Particular attention should be made to paragraph 16, Water Mains and Hydrants, by the applicant.

If there are any deviations from the guidance in ADB) vol 1 and 2: B5 Access and facilities for the fire service in relation to water provisions, then this information needs to be provided to the Water Office (water@london-fire.gov.uk) to discuss the proposed provision.

If there are any deviations to Brigade access and facilities then this information needs to be provided to Fire Safety Regulation (FSR-AdminSupport@london-fire.gov.uk) to review the proposed provision. Once we have received this information then the LFB can provide a response on the consultation and advice in regards to hydrants upon receipt of an appropriate site plan showing premises layout, access to it, and water supply infrastructure if available.

10 Wildlife and Countryside Act 1981: Note that it is an offence under this act to disturb roosting bats, nesting birds or any other protected species. Therefore, if applicable, it is advisable to consult your tree surgeon / consultant to agree an acceptable time for carrying out the approved works.

The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) 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.

Part 1 Policies

- PT1.BE1 (2012) Built Environment
- PT1.E1 (2012) Managing the Supply of Employment Land
- PT1.EM1 (2012) Climate Change Adaptation and Mitigation
- PT1.EM11 (2012) Sustainable Waste Management
- PT1.EM2 (2012) Green Belt, Metropolitan Open Land and Green Chains
- PT1.EM6 (2012) Flood Risk Management
- PT1.EM7 (2012) Biodiversity and Geological Conservation
- PT1.EM8 (2012) Land, Water, Air and Noise

Part 2 Policies

- DMAV 1 Safe Operation of Airports
- DMCI 7 Planning Obligations and Community Infrastructure Levy

- DME 1 Employment Uses in Designated Sites
- DME 2 Employment Uses Outside of Designated Sites
- DMEI 1 Living Walls and Roofs and Onsite Vegetation
- DMEI 10 Water Management, Efficiency and Quality
- DMEI 12 Development of Land Affected by Contamination
- DMEI 14 Air Quality
- DMEI 2 Reducing Carbon Emissions
- DMEI 4 Development on the Green Belt or Metropolitan Open Land
- DMEI 7 Biodiversity Protection and Enhancement
- DMEI 9 Management of Flood Risk
- DMHB 11 Design of New Development
- DMHB 12 Streets and Public Realm
- DMHB 14 Trees and Landscaping
- DMHB 15 Planning for Safer Places
- DMT 1 Managing Transport Impacts
- DMT 2 Highways Impacts
- DMT 6 Vehicle Parking
- DMT 7 Freight
- LPP D1 (2021) London's form, character and capacity for growth
- LPP D11 (2021) Safety, security and resilience to emergency
- LPP D12 (2021) Fire safety
- LPP D14 (2021) Noise
- LPP D2 (2021) Infrastructure requirements for sustainable densities
- LPP D3 (2021) Optimising site capacity through the design-led approach
- LPP D4 (2021) Delivering good design
- LPP D5 (2021) Inclusive design
- LPP D8 (2021) Public realm
- LPP DF1 (2021) Delivery of the Plan and Planning Obligations

- LPP E11 (2021) Skills and opportunities for all
- LPP E2 (2021) Providing suitable business space
- LPP E4 (2021) Land for industry, logistics and services to support London's economic function
- LPP E7 (2021) Industrial intensification, co-location and substitution
- LPP G1 (2021) Green infrastructure
- LPP G2 (2021) London's Green Belt
- LPP G5 (2021) Urban greening
- LPP G6 (2021) Biodiversity and access to nature
- LPP G7 (2021) Trees and woodlands
- LPP GG2 (2021) Making the best use of land
- LPP GG5 (2021) Growing a good economy
- LPP SI1 (2021) Improving air quality
- LPP SI12 (2021) Flood risk management
- LPP SI13 (2021) Sustainable drainage
- LPP SI2 (2021) Minimising greenhouse gas emissions
- LPP SI3 (2021) Energy infrastructure
- LPP SI4 (2021) Managing heat risk
- LPP SI5 (2021) Water infrastructure
- LPP SI7 (2021) Reducing waste and supporting the circular economy
- LPP T1 (2021) Strategic approach to transport
- LPP T2 (2021) Healthy Streets
- LPP T4 (2021) Assessing and mitigating transport impacts
- LPP T5 (2021) Cycling
- LPP T6.2 (2021) Office parking
- LPP T6.5 (2021) Non-residential disabled persons parking
- LPP T7 (2021) Deliveries, servicing and construction
- NPPF11 NPPF 2021 - Making effective use of land

- NPPF12 NPPF 2021 - Achieving well-designed places
- NPPF13 NPPF 2021 - Protecting Green Belt Land
- NPPF14 NPPF 2021 - Meeting the challenge of climate change flooding
- NPPF15 NPPF 2021 - Conserving and enhancing the natural environment
- NPPF2 NPPF 2021 - Achieving sustainable development
- NPPF4 NPPF 2021 - Decision-Making
- NPPF6 NPPF 2021 - Building a strong, competitive economy
- NPPF8 NPPF 2021 - Promoting healthy and safe communities
- NPPF9 NPPF 2021 - Promoting sustainable transport

END OF SCHEDULE

Address:

Development Management

Directorate of Place

Hillingdon Council

3 North, Civic Centre, High Street, Uxbridge UB8 1UW

www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref: 72870/APP/2022/3126

SCHEDULE OF PLANS

Proposed TVIA Viewpoints - received 30 May 2023

Ickenham Viewpoint Descriptions - received 30 May 2023

221723_OP_ICK_L_SE05 Rev. 01 - received 11 Oct 2022

221723_OP_ICK_L_X002 Rev. 01 - received 11 Oct 2022

35896IPLS-06 - received 11 Oct 2022

35896IPLS-03 - received 11 Oct 2022

35896IPLS-07 - received 11 Oct 2022

1381-DR-A-00-026 Issue 00 - received 11 Oct 2022

1381-DR-A-00-027 Issue 00 - received 11 Oct 2022

1381-DR-A-01-015 Issue 00 - received 11 Oct 2022

1381-DR-A-02-015 Issue 00 - received 11 Oct 2022

1381-DR-A-03-015 Issue 00 - received 11 Oct 2022

1381-DR-A-04-015 Issue 00 - received 11 Oct 2022

1381-DR-A-05-015 Issue 00 - received 11 Oct 2022

1381-DR-A-00-020 Issue 00 - received 11 Oct 2022

1381-DR-A-00-021 Issue 00 - received 11 Oct 2022

1381-DR-A-00-022 Issue 00 - received 11 Oct 2022

1381-DR-A-00-023 Issue 00 - received 11 Oct 2022

1381-DR-A-00-025 Issue 00 - received 11 Oct 2022

1381-DR-A-00-026 Issue 00 - received 11 Oct 2022

1381-DR-A-01-020 Issue 00 - received 11 Oct 2022

1381-DR-A-02-020 Issue 00 - received 11 Oct 2022

1381-DR-A-05-020 Issue 00 - received 11 Oct 2022

221723_OP_ICK_L_X005 Rev. 01 - received 11 Oct 2022

1381-DR-A-00-012 Issue 01 - received 30 May 2023

1381-DR-A-00-013 Issue 01 - received 30 May 2023

1381-DR-A-01-010 Issue 01 - received 30 May 2023

1381-DR-A-01-030 Issue 01 - received 30 May 2023

1381-DR-A-02-010 Issue 01 - received 30 May 2023

1381-DR-A-02-030 Issue 01 - received 30 May 2023

1381-DR-A-03-010 Issue 01 - received 30 May 2023

1381-DR-A-03-020 Issue 01 - received 30 May 2023
1381-DR-A-03-030 Issue 01 - received 30 May 2023
1381-DR-A-04-010 Issue 01 - received 30 May 2023
1381-DR-A-04-020 Issue 01 - received 30 May 2023
1381-DR-A-04-030 Issue 01 - received 30 May 2023
1381-DR-A-05-010 Issue 01 - received 30 May 2023
1381-DR-A-05-030 Issue 01 - received 30 May 2023
1381-DR-A-00-010 Issue 02 - received 30 May 2023
Design and Access Statement - received 11 Oct 2022
22002-SYM-XX-00-DR-C-1601 Rev. P3 - received 11 Oct 2022
22002-SYM-XX-00-DR-C-1602 Rev. P3 - received 11 Oct 2022
22002-SYM-XX-00-DR-C-1701 Rev. P1 - received 11 Oct 2022
22002-SYM-XX-00-DR-C-1702 Rev. P1 - received 11 Oct 2022
22002-SYM-XX-00-DR-C-1802 Rev. P5 - received 11 Oct 2022
22002-SYM-XX-00-DR-C-1803 Rev. P4 - received 11 Oct 2022
22002-SYM-XX-00-DR-C-1851 Rev. P3 - received 11 Oct 2022
22002-SYM-XX-00-DR-C-701 Rev. P1 - received 11 Oct 2022
22002-SYM-XX-00-DR-C-702 Rev. P1 - received 11 Oct 2022
22002-SYM-XX-00-DR-C-1901 Rev. P3 - received 11 Oct 2022
22002-SYM-XX-XX-RPT-C-0001 Rev. P02 Flood Risk Assessment - received 10 Oct 2022
22002-SYM-XX-XX-RPT-C-0002 Drainage Strategy Report - received 11 Oct 2022
22002 (25-07-2022) Drainage Management and Maintenance Plan - received 11 Oct 2022
Landscape Report Rev. 01 (September 2022) - received 11 Oct 2022
108003-MMD-00-XX-DC-AQ-0001 Air Quality Assessment (September 2022) - received 11 Oct 2022
BG22.113.7 Archaeological Desk-Based Assessment (September 2022) - received 11 Oct 2022
BG22.113.8 Rev. 1 Biodiversity Impact Assessment for Net Gain (September 2022) - received 11 Oct 2022
BG22.113.7 Rev. 1 Ecological Impact Assessment (September 2022) - received 11 Oct 2022
Planning Statement (October 2022) - received 11 Oct 2022
WB307-01/DOP/SAG/MAK Ground Investigation Report - received 11 Oct 2022
Interim Travel Plan (September 2022) - received 11 Oct 2022
Noise and Vibration Impact Assessment (September 2022) - received 11 Oct 2022
Operational Waste Management Strategy (September 2022) - received 11 Oct 2022
GLA Stage 1 Response Letter (Dated 22nd May 2023) - received 22 May 2023
35896IPLS-01 - received 11 Oct 2022
35896IPLS-02 - received 11 Oct 2022

35896IPLS-03 - received 11 Oct 2022
35896IPLS-04 - received 11 Oct 2022
221723_OP_ICK_L_SE02 Rev. 01 - received 11 Oct 2022
221723_OP_ICK_L_SE03 Rev. 01 - received 11 Oct 2022
221723_OP_ICK_L_SE04 Rev. 01 - received 11 Oct 2022
1381-DR-A-EX-021 Issue 00 - received 11 Oct 2022
1381-DR-A-EX-022 Issue 00 - received 11 Oct 2023
1381-DR-A-EX-023 Issue 00 - received 11 Oct 2023
1381-DR-A-EX-024 Issue 00 - received 11 Oct 2023
22002-SYM-XX-00-DR-C-1301 Rev. P2 - received 11 Oct 2023
1381-DR-A-00-011 Issue 01 - received 14 Sep 2023
1381-DR-A-00-010 Issue 02 - received 14 Sep 2023
1381-DR-A-00-102 Issue 00 - received 12 Sep 2023
Statement of Community Involvement (September 2022) - received 11 Oct 2022
Sustainability Statement Rev. 02 - received 11 Oct 2022
Transport Statement (September 2022) - received 11 Oct 2022
14771BC.PFSS.20.02.23 (V01) Planning Fire Safety Strategy (20th February 2023) - received 30 May 2023
22002-SYM-XX-00-DR-C-1603 Rev. P1 - received 30 May 2023
22002-SYM-XX-00-DR-C-1604 Rev. P1 - received 30 May 2023
100108003 Healthy Streets Active Travel Zone Assessment (April 2023) - received 30 May 2023
BG22.113.6 Rev. 3 Arboricultural Impact Assessment Survey & Report (Dated May 2023) - received 30 May 2023
Energy Report Rev. 02 (Dated 31st January 2023) - received 30 May 2023
Whole Life Carbon Assessment Rev. 02 - received 30 May 2023
Cover Letter (Dated 7th October 2022) - received 11 Oct 2022
Visualisation Document - received 30 May 2023
1381-DR-A-00-000 Issue 00 - received 11 Oct 2022

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within six months of the date of this notice using a form which you can get from the Planning Inspectorate at Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 8428). Appeal forms can be downloaded from the Planning Inspectorate's website at www.planningportal.gov.uk.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In Practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices.

- If either the local planning authority or the office of the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by carrying out of any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

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

was duly affixed to this Agreement
 in the presence of:-

426147



18/09/2024
 12:24 PM

MEMBER OF R Mills
 04/Sep/2024 13:59:51
 THE COUNCIL.....
Richard Mills

S Malik
 04/Sep/2024 14:28:28

AUTHORISED OFFICER.....
Saqib Malik.....

EXECUTED AS A DEED

by KELTBRAY GROUP

HOLDINGS LTD] acting by:-

P. Burnside
 05/Sep/2024 14:53:15
 DIRECTOR.....
P. Burnside.....

WITNESSED BY A Burnside
 05/Sep/2024 16:05:04
 ANDREW BURNSIDE ..
Andrew Burnside.....

EXECUTED AS A DEED

by NSS ICKENHAM LLP] acting by:-

H S
05/Sep/2024 11:33:15

MEMBER/AUTHORISED
SIGNATORY 
.....

WITNESSED BY E T
05/Sep/2024 11:34:34
EDMUND TOWNSEND 
.....



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