

DATED

20th May

2019

ST JAMES'S PLACE UK PLC

and

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS
RELATING TO THE DEVELOPMENT OF LAND AT

**LAND AND BUILDINGS AT STONE CLOSE BEING 501 & 504 STONE CLOSE WEST
DRAYTON**

73585/APP/2018/2484

Attn: Harjinder Samra
Planning & Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 3E/04/HS/014447

THIS PLANNING OBLIGATION BY DEED is dated
and is made BETWEEN:

20th May 2019

- (1) **ST. JAMES'S PLACE UK PLC (Company Number: 02628062)** whose registered office is St. James's Place House, 1 Tetbury Road, Cirencester GL7 1FP (**"the Owner"**);
- (2) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW (**"the Council"**)

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- B The Owner has a freehold interest in that part of the Land registered under Title No. MX127338 at the Land Registry
- C On 5 July 2018 the Planning Application was submitted to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- E The Owner intends to develop the Land pursuant to the Planning Permission.
- F The Council resolved at its Major Applications Planning Committee meeting on 14 November 2018 to delegate authority to determine the Planning Application to the Director of Residents Services subject to the prior completion of this Deed.
- G The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

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

"Act"	means the Town and Country Planning Act 1990 (as amended);
"Authority's Area"	means the administrative area of the Council;
"Commencement of Development"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) demolition, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination, adverse ground conditions repair, construction of temporary fencing or hoardings, services diversions, site clearance and demolition and "Commence" and "Commencement" shall be construed accordingly;
"Construction Training Contribution"	means the means the Index Linked sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Deed and to be provided in accordance with Schedule 1 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;
"Construction Training Scheme"	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
"Contributions"	means the Contributions set out in the schedules to this Deed;
"Co-ordinator Costs"	means the Index Linked sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: "assumed as size of development as a % of work placement coordinator threshold size x total cost of work place coordinator. One fulltime post, estimated at £71,675 p.a. (based on typical salary with on-costs, admin support and promotion) would be required for commercial schemes of 7,500 square meters or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development";
"the Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;

"Development"	means the development authorised by the Planning Permission or any future planning permission subsequently issued for the Development under section 73 of the Act;
"the Director of Residents Services"	means the Council's Director of Residents Services or such person as the Council designates as undertaking this role;
"Form PO1"	means the form in the substantial format set out in Annex 1;
"Highway Agreements"	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 as shown in drawing reference 4435-PL-003 dated 08--11-17 infill the two existing vehicle crossovers located on the west boundary of the Land and the existing vehicle crossover situated on the northern boundary of the Land to be provided in accordance with Schedule 3;
"Index Linked"	means the application of the formula at clause 15 of this Deed and "Indexation" and "Index Linking" and "Indexation" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;

"Land"	means all the land and buildings at Stone Close West Drayton being 501 & 504 Stone Close West Drayton which is registered under title no. MX127338 at the Land Registry and is within the area edged red on the Plan;
"Low Emission Strategy Travel Plan"	means the travel, plan which shall include but not be limited to: • Setting targets for the increased use of low/zero emission vehicles technologies for the servicing and delivery vehicles; • Active promotion of cleaner vehicle technologies for all users of the development with targets set for increased trips by zero emission vehicles; • Active promotion and enforcement of no idling on site and • details of how travel plan shall continue to be maintained by the Owner for the period of five (5) years beginning on Occupation of the Development
"Occupation"	means occupation of the Land for the purposes permitted by the Planning Permission and "Occupy" and "Occupied" shall be construed accordingly;
"Plan"	means the Plan attached to this Deed at

	Annex 2;
"Planning Application"	means the application for planning permission for demolition of existing buildings and erection of building for the purposes of Use Class B1c/B2/B8 with associated access and parking under the Council's reference number 73585/APP/2018/2484;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Annex 3;
"Project Management and Monitoring Sum"	means the sum equivalent to five (5) percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed;
"Section 106 Reference"	means the planning application reference number 73585/APP/2018/2484;
"Significant Under-Performance"	means delivery of less than fifty (50) per cent of the total outputs specified in the agreed Construction Training Scheme;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Training Costs"	£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;
"Travel Plan"	means the travel plan prepared by Royal Haskoning DHV dated 14th May 2018 ref T&PPB6821R001F0.1 submitted and approved under the Planning Application ;
"VAT"	means Value Added Tax.

- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.

1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

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

2. STATUTORY PROVISIONS

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

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

3. CONDITIONALITY

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

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

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

4. MISCELLANEOUS

4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under

all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.

- 4.2 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner's interest or estate to the Land or any part or parts of the Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 The obligations in this Deed shall not be enforceable against the occupiers or tenants of the individual units comprising the Development.
- 4.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise

withdrawn or (without the consent of the Owners or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.

4.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal or by development order) after the date of this Deed.

4.10 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.

4.11 This Deed 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 Land to observe and perform the obligations contained in clause 6 and the schedules of this Deed.

6. COSTS

6.1 The Owner hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed.

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

7. REGISTRATION OF DEED

The Owners recognise and agree that covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975. The Owner may request in writing that a reference on the local land charges register is made confirming that a covenant or covenants in this Deed have been complied with or where the Planning Permission expires

or is revoked or quashed that this Deed is removed from the local land charges register. The Owner may also request in writing with the written agreement of the Council that this Deed is removed from the local land charges register where all covenants in this Deed have been complied with.

8. RIGHT OF ACCESS

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

9. EXPERT DETERMINATION

- 9.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to determination by a single appointed expert to be agreed between the parties or, failing agreement, within twenty one (21) days by an expert to be appointed at the request of any party by the President of The Royal Institution of Chartered Surveyors (or by the President of the Institution of Civil Engineers if the dispute relates to the Highway Works) as the case may be having due regard to any representations made to him as to the appropriate qualifications of such expert. Such expert to make a finding as an expert which finding shall (except in the case of manifest error) be binding on both parties including a finding as to the apportionment of costs of the determination process.

10. THIRD PARTIES

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

11. NOTICES

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

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

a) Director of Residents Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed; and

b) Owner at St. James's Place UK PLC, St. James's Place House, 1 Tetbury Road, Cirencester, England,

12. FORM PO1

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

13. CHANGE IN OWNERSHIP

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

14. CONTRIBUTIONS

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

(a) The Contributions due under this Deed shall be delivered to the person and address specified in clause 11 above;

(b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to

revenue purposes or to capital purposes or partly to the one and partly to the other.

14.2 Where any sum is paid for a particular purpose in accordance with this Deed the Council shall not use the payment otherwise than for that purpose.

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 Deed shall be increased by the application of the formula $A=B \times C/D$ where:

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Deed;
- (c) C is the Index of Consumer Prices for the month 2 months before the Specified Date;
- (d) D is the Index of Consumer Prices for the month 2 months before the date of this Deed; and
- (e) C/D is equal to or greater than 1.

16. INTEREST

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

17. VAT

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

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

18. **JURISDICTION**

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

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

SCHEDULE 1

CONSTRUCTION TRAINING

The Owner hereby covenants 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 performance team and agree the basis and methodology of the Construction Training Scheme for this Development.
2. The Owner shall thereafter implement and adhere to the agreed Construction Training Scheme in order that 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 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.

Co-ordinator Costs.

4. Prior to Commencement of Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
5. Prior to Commencement of the 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 in paragraphs 1,3, 4 and 5 of this Schedule have been complied with.
7. In the event of Significant Under-Performance the Council reserves the right to request the Training Costs. 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 (50) per cent or more of

the total outputs specified in the Construction Training Scheme then the Training Costs will not be payable by the Owner and the request for payment will be withdrawn by the Council. For the avoidance of doubt in the event of Significant Under-Performance the Training Costs are payable to the Council in addition to the Co-ordinator Costs to be paid in accordance with paragraph 5 of this Schedule.

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

Construction Training Contribution in Lieu

9. The Construction Training Scheme will not be required and the obligations within paragraphs 1-8 (inclusive) above shall not apply where the 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 the Development.
10. Not to Occupy or cause to be Occupied any part of the Development before either:
 - 10.1. the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with the 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
 - 10.2.1. the Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

SCHEDULE 2

TRAVEL PLAN

In this Schedule 2 the following definitions shall apply:

'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 Monitoring
'Car'	means a four wheeled motor vehicle other than one powered by electricity
'Monitoring'	means a survey of employees of the Development using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by employees/users when travelling between home and the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time)
'Monitoring Period'	means the period of five (5) years beginning on Occupation of the Development
"Occupier/Employee"	means the occupier of a unit and employee of a unit within the Development
'Targets'	means for targets for achieving a decrease in the proportion of persons travelling to and from the Development by 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

'Travel Plan Bond'	means the bond in the sum of Twenty Thousand pounds (£20,000) by way of third party surety (in a form first approved by the Council in writing whose consent is not to be unreasonably withheld and which should be provided within 14 working days of a request being made by the Owner's representatives) or cash deposit (which shall be paid into its own account with a unique reference number) to secure compliance with this Schedule or the Travel Plan in order to meet the objectives of the Travel Plan
'Travel Plan Co-ordinator'	means the person or persons to be appointed by the Owner to act as Co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan

The Owner hereby covenants with the Council as follows:

1. To fund where applicable measures and use reasonable endeavours to procure the implementation of the Travel Plan by the Occupiers in accordance with the actions and timetable specified therein.
2. The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details including name, office, address, email address and telephone number of the said Travel Plan Co-Ordinator have been supplied to the Council.

3. The Owner shall be responsible for the costs of Monitoring and auditing and any remuneration and expenses payable to the Travel Plan Co-ordinator and the Auditor.
4. Within three months of the Occupation of each unit within the Development the Owner shall submit to the Council confirmation that the unit Owner has used reasonable endeavours to procure the Occupier's commitment to the Travel Plan. The Owner of the site will use reasonable endeavours to ensure that each Occupier observes and performs the obligations set out in the Travel Plan (or such amended plan as may be agreed by the Council in writing (acting reasonably) from time to time) for the Monitoring Period.
5. The Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period not less than the Monitoring Period of 5 years. The monitoring to include the following:
 - 5.1. To use reasonable endeavours to ensure that unit Occupiers comply with the Travel Plan;
 - 5.2. To use reasonable endeavours to ensure the Travel Plan is coordinated with and reviewed taking into account the GSK travel plans, Stockley Park travel plans;
 - 5.3. To undertake the initial Monitoring survey which shall not be carried out later than one (1) year after Occupation of the Development and undertake an annual review of the Travel Plan and provide a written report within twenty eight (28) days;
 - 5.4. To supply the Council a written statement setting out the results disclosed by the Monitoring in comparison to the Targets; and
 - 5.5. If reasonably and properly required by the Council to secure that the results of Monitoring are verified by an Auditor within two (2) calendar months of the monitoring surveys taking place by methods that accord with the reasonable requirements of the Council.

6. The Owner will use reasonable endeavours to procure that the unit Occupiers implement any reasonable recommendations made by the Council following each review of the Travel Plan within twenty eight (28) days of such recommendation being made by the Council.
7. Prior to Occupation of the Development the Owner shall lodge with the Council a Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Travel Plan.
8. The Council shall not be entitled to drawdown any of the Travel Plan Bond except in the event of a default by the Owner to submit one or more Monitoring surveys, as detailed in the Travel Plan, within the timetable specified in the Travel Plan or failure to achieve Targets and the Council shall only be entitled to drawdown any of the Travel Plan Bond as is necessary in order to cover the cost the Council incurs in carrying out the said Travel Plan Monitoring surveys or implementing measures to achieve compliance with the aims of the Travel Plan.
9. The Travel Plan Bond (if a cash deposit) or such part thereof which has not been used in accordance with this Schedule shall be repaid to the Owner with accrued interest or the Travel Plan Bond (if a third party surety) shall be released following the expiration of the Monitoring Period.

SCHEDULE 3
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 Highways Works before the Highways 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 Highways Works before the Highways Works are commenced.
3. Without prejudice to the requirements of paragraph 2 of this Schedule, the scope and specification of any Highways Works (including the scope and specification of any associated works, studies, audits or modelling referred to in paragraph 6 below) shall be first agreed in writing by the Council's Highways Engineer.
4. To be responsible for the full costs of the Highways Works including any traffic orders the Council seeks to make which are necessary to implement the Highways Works, whether or not such orders are successfully made.
5. The Owner shall pay the Council's reasonable and proper legal costs in entering into any Highways Agreements.
6. The Highway Works shall include:
As shown in drawing reference 4435-PL-003 dated 08--11-17 infill the two existing vehicle crossovers located on the west boundary of the Land and the existing vehicle crossover situated on the northern boundary of the Land.

SCHEDULE 4
LOW EMISSION STRATEGY TRAVEL PLAN

The Owner hereby covenants with the Council as follows:

1. Prior to the Occupation of the Development the Low Emission Strategy Travel Plan shall be submitted to and approved in writing by the Council.
2. Not to Occupy or cause or allow or permit to be Occupied any part of the Development until the Low Emission Strategy Travel Plan is approved by the Council (acting reasonably) in writing.
3. The Owner will have regard to any reasonable recommendations made by the Council as to further requirements that should be included in the Low Emission Strategy Travel Plan.
4. The Owner shall use reasonable endeavours to procure the implementation of the Low Emission Strategy Travel Plan by the Occupiers for the period of five (5) years beginning on Occupation of the Development.
5. Once approved in writing by the Council, the Owner will procure to use reasonable endeavours to ensure that the Low Emission Strategy Travel Plan is implemented at the full cost of the Owner where applicable and thereafter maintained for the 5 year period beginning on Occupation of the Development, unless otherwise agreed in writing by the Council.

ANNEX 1
FORM PO1

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

FORM
PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS:

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

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

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

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

☐

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

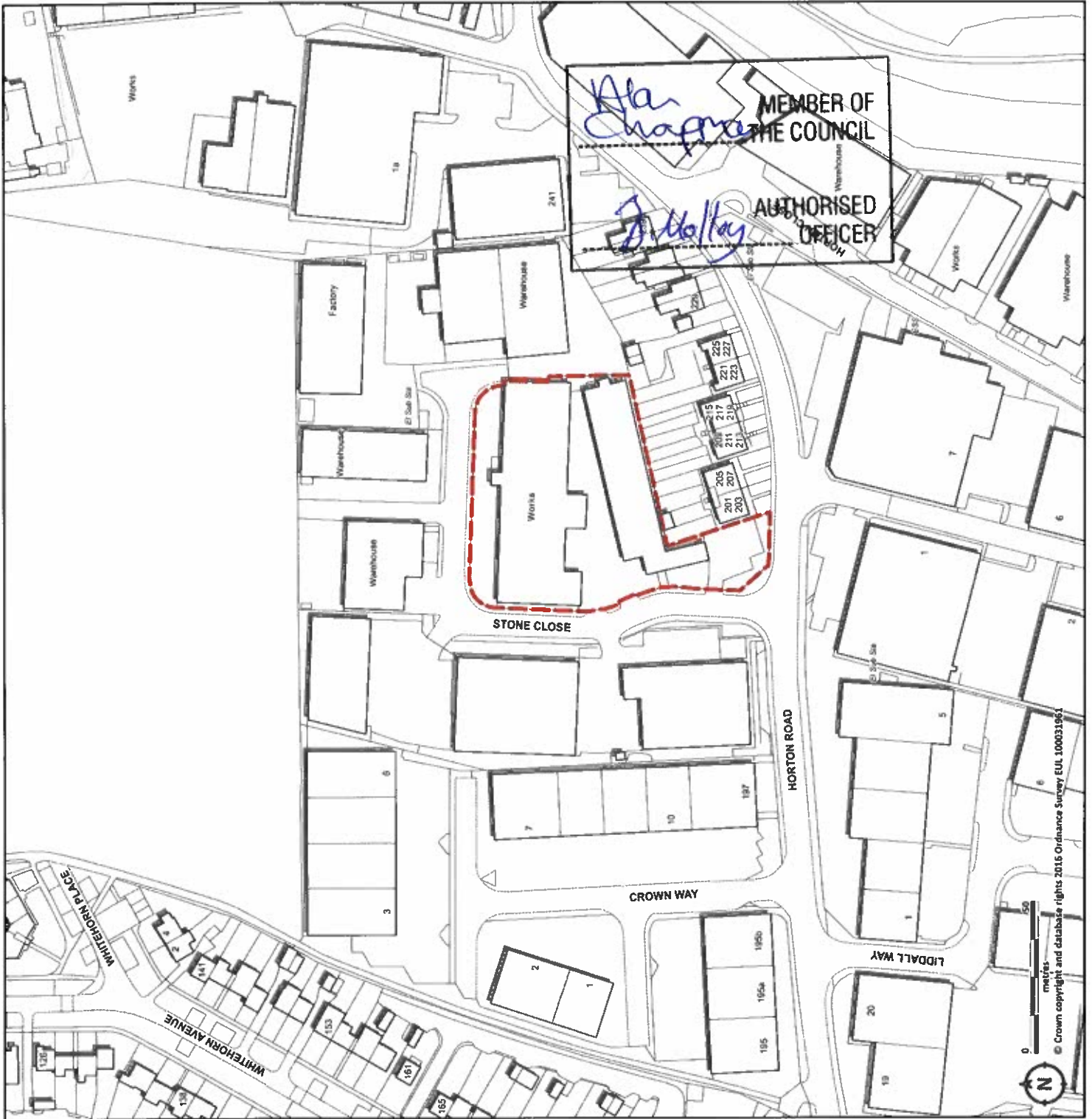
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

ANNEX 2

PLAN

SITE BOUNDARY
0.50ha 1.23ac



Ha Chapra
J. Molloy

**LAND AT STONE CLOSE,
WEST DRAYTON**
Site identification plan

PROJECT NO	DRAWING NO	REV
5206	002	
DRAWN	DATE	SCALE
HP	MAY 2017	1:1250

T: +44 (0) 1438 316 331
planners@vincent-gorling.co.uk
vincent-gorling.co.uk
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Notion Road, Stevenage, Hertfordshire SG1 2JY
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ANNEX 3
DRAFT PLANNING PERMISSION

DRAFT

Mr Mark Wilson
Sterling Court
Norton Road
Stevenage
SG1 2YJ

Application Ref: 73585/APP/2018/2484

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

The Council of the London Borough of Hillingdon as the Local Planning Authority within the meaning of the above Act and associated Orders **GRANTS** permission for the following:-

Description of development:

Demolition of existing buildings and erection of building for the purposes of Use Class B1c/B2/B8 with associated access and parking

Location of development: 501 & 504 Stone Close Yiewsley

Date of application: 17 July 2018

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 15 November 2018

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

Amendments required: YES / NO

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

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 73585/APP/2018/2484

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:

002 Site Identification Plan;
001 Site Location Plan;
4435-PL-040 Existing Site Plan;
4435-PL-041 North Building Floor Plan;
4435-PL-044 South Building Elevations and Sections;
4435-PL-043 North Building Elevations and Sections;
26992_T Rev. 0 Topographical Survey;
26992_T UG Rev. 0 Underground Utility Survey;
4435-PL-010 Ground Floor Plan;
4435-PL-011 First Floor Plan;
4435-PL-044 South Building Elevations and Sections;
4435-PL-031 Rev. B Site Section;
4435-PL-032 Rev. B Site Section showing Design Evolution;
4435-PL-030 Rev. B Cross Sections;
4435-PL-020 Rev. D Elevations;
4435-PL-004 Rev. F Block Plan showing Operational Parking;
4435-PL-003 Rev. E Site Plan External Works;
4435-PL-002 Rev. E Block Plan;
Video Inspection Building Plan and Elevations;
746.19.04 Rev. B Planting Layout;

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: Part Two Saved UDP Policies (November 2012) and the London Plan (2016).

SCHEDULE OF CONDITIONS

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

MSW 5206 October 2018 (Revised) Planning Statement;
Design & Access Statement (16 October 2018);
17-112R_001 Flood Risk Assessment (May 2018);
17-112 / 300 Rev. P2 Drainage Strategy;
L1700001305 Preliminary Ecological Appraisal (6 December 2017);
Energy Strategy (Issue 1);
Overheating Risk Analysis (Issue 1);
T&PPB6821R001D0.1 Transport Statement Rev. 0.1/Final (14 May 2018);
Applicant Response to Highways Officer Comments (24 October 2018);
Applicants Response to TfL Comments (24 October 2018);
T&PPB6821R001F0.1 Rev. 0.1/Final Travel Plan (14 May 2018);
External Lighting and CCTV Assessment Issue 3 (May 2018);
Preliminary Geo-Environmental Risk Assessment (November 2017); and
Rev. 01/Final Air Quality Assessment (14 May 2018).

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

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan: Part One - Strategic Policies (November 2012), Hillingdon Local Plan: Part Two - Saved UDP Policies (September 2007) and the London Plan (2016).

SCHEDULE OF CONDITIONS

4. Prior to the commencement of development, a scheme for the provision of sustainable water management shall be submitted to, and approved in writing by the Local Planning Authority.

The scheme shall clearly demonstrate how it manages water and demonstrate ways of controlling the surface water on site by providing information on:

a) Suds features:

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

b) Capacity of Receptors

- i. Capacity demonstrated for Thames Water foul and surface water network, and provide confirmation of any upgrade work required having been implemented and receiving watercourse as appropriate.
 - ii. Where infiltration techniques (soakaway) or a basement are proposed a site investigation must be provided to establish the level of groundwater on the site, and to demonstrate the suitability of infiltration techniques proposed on the site. (This should be undertaken at the appropriate time of year as groundwater levels fluctuate).
 - iii. Where groundwater is found within the site and a basement is proposed suitable mitigation methods must be provided to ensure the risk to others is not increased.
 - iv. identify vulnerable receptors, ie WFD status and prevent pollution of the receiving groundwater and/or surface waters through appropriate methods;
- c) Minimise water use.

i. incorporate water saving measures and equipment.

- ii. provide details of how rain and or grey water will be recycled and reused in the development.

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

- i. Provide a management and maintenance plan
- ii Include details of Inspection regimes, performance specification, (remediation and timescales for the resolving of issues where a PMC).
- iii Where overland flooding is proposed, the plan should include the appropriate actions to define those areas and actions required to ensure the safety of the users of the site should that be required.
- iii. Clear plans showing all of the drainage network above and below ground. The responsibility of different parties such as the landowner, PMC, sewers offered for adoption and that to be adopted by the Council Highways services.

f) From commencement on site

- i. How temporary measures will be implemented to ensure no increase in flood risk from commencement on site including any clearance or demolition works.

Thereafter the development shall be implemented and retained/maintained in

SCHEDULE OF CONDITIONS

- 4 . accordance with these details for as long as the development remains in existence.

REASON

To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding contrary to:

Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012),

Policy DME1 10 Water Management, Efficiency and Quality in emerging Hillingdon Local Plan Part 2 Development Management Policies,

Policy 5.12 Flood Risk Management of the London Plan (March 2016) and

To be handled as close to its source as possible in compliance with Policy 5.13

Sustainable Drainage of the London Plan (March 2016), and

Conserve water supplies in accordance with Policy 5.15 Water use and supplies of the London Plan (March 2016).

National Planning Policy Framework (July 2018), and the

Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

SCHEDULE OF CONDITIONS

5. No development above ground level shall take place until a landscape scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include: -
1. Details of Soft Landscaping
 - 1.a Planting plans (at not less than a scale of 1:100),
 - 1.b Written specification of planting and cultivation works to be undertaken,
 - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate
 - 1.d Specific details of planting enhancements on the Horton Road site frontage to include semi mature planting.
 2. Details of Hard Landscaping
 - 2.a Refuse Storage
 - 2.b Cycle Storage (2 long stay and 2 short stay spaces)
 - 2.c Means of enclosure/boundary treatments
 - 2.d Car Parking Layouts (details of operational and non-operational parking spaces and manoeuvring, including demonstration that 12 active and 6 passive operational parking spaces are served by electrical charging points and that 8 parking spaces are provided for blue badge holders.)
 - 2.e Hard Surfacing Materials
 - 2.f External Lighting
 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 surfacing/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

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

REASON

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

SCHEDULE OF CONDITIONS

- 6 . Prior to the commencement of development, a Construction Environmental Management Plan (CEMP) shall be submitted to, and approved in writing by, the Local Planning Authority. The CEMP shall comprise such combination of measures for controlling the effects of demolition, construction and enabling works associated with the development as may be approved by the Local Planning Authority. The CEMP shall address issues including the phasing of the works, hours of work, noise and vibration, air quality, waste management, site remediation, plant and equipment, site transportation and traffic management including routing, signage, permitted hours for construction traffic and construction materials deliveries. It will ensure appropriate communication with, the distribution of information to, the local community and the Local Planning Authority relating to relevant aspects of construction. Appropriate arrangement should be made for monitoring and responding to complaints relating to demolition and construction. The Plan must be drawn up in accordance with the GLA Control of Dust and Emissions from Construction and Demolition SPG. All demolition, construction and enabling work at the development shall be carried out in accordance with the approved CEMP unless otherwise agreed in writing by the LPA.

REASON

To safeguard the amenity of surrounding areas in accordance with policy OE5 of the Hillingdon Unitary Development Plan and to comply with London Plan Policy 7.14.

- 7 . The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the lowest existing background noise level by at least 5dBA, by 10dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

REASON

To safeguard the amenity of the surrounding area in accordance with policy OE1 of the Hillingdon Unitary Development Plan.

- 8 . Prior to the occupation of development, details of a Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority.

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

REASON

To encourage out of hours/off peak servicing to help mitigate the site's contribution to local congestion levels in compliance with Policy AM2 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

- 9 - Prior to the commencement of works on site, a Construction Logistics Plan (CLP) which identifies efficiency and sustainability measures to be undertaken while the development(s) is being built and is drawn up in accordance with the GLA Control of Dust and Emissions from Construction and Demolition SPG, shall be submitted to and approved in writing by the Local Planning Authority. The construction works shall be carried out in strict accordance with the approved plan.

REASON

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 minimizes emissions, in accordance with Policy AM7 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012) and Policy 7.14 of the London Plan (March 2016).

- 10 - External artificial lighting at the development shall not exceed lux levels of vertical illumination at neighbouring premises that are recommended by the Institution of Lighting Professionals in the 'Guidance Notes for the Reduction of Obtrusive Light GN01: 2011'. Lighting should be minimized and glare and sky glow should be prevented by correctly using, locating, aiming and shielding luminaires, in accordance with the Guidance Notes.

REASON

To safeguard the amenity of neighbouring properties in relation to light pollution accordance with policy OE1 of the Hillingdon Unitary Development Plan.

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

SCHEDULE OF CONDITIONS

- 12 . Prior to any works above damp proof course level, full details of the low and zero carbon technology required to meet the CO2 reductions identified in the Energy Strategy (4316-Stone Close-RepEnergyStrat-PlanSub-Iss 1-SHMD-04-18) shall be submitted and approved in writing by the Local Planning Authority. The details shall include full specifications, locations of equipment and associated emissions (noise/odour/gas).

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

REASON

To ensure the development contributes to a reduction in CO2 in accordance with London Plan 5.2.

- 13 . No development shall take place until a scheme to protect and enhance the nature conservation interest of the site has been submitted to and approved by the Local Planning Authority.

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

REASON

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

SCHEDULE OF CONDITIONS

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

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

REASON

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

- 15 . The commercial premises shall not be open for customers outside the following hours: -
- 0700 and 2200 Mondays - Fridays
 - 0800 to 1600 Saturdays and Sundays

REASON

To safeguard the residential amenity of the occupiers of adjoining and nearby properties in accordance with Policy OE3 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

INFORMATIVES:

- 1 . The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the

SCHEDULE OF CONDITIONS

Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).

2. The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Unitary Development Plan Saved Policies (September 2007) as incorporated into the Hillingdon Local Plan (2012) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

NPPF1	NPPF - Delivering sustainable development
NPPF4	NPPF - Promoting sustainable transport
NPPF10	NPPF - Meeting challenge of climate change flooding coastal
LPP 2.17	(2016) Strategic Industrial Locations
LPP 5.2	(2016) Minimising Carbon Dioxide Emissions
LPP 5.3	(2016) Sustainable design and construction
LPP 5.7	(2016) Renewable energy
LPP 5.9	(2016) Overheating and cooling
LPP 5.11	(2016) Green roofs and development site environs
LPP 5.12	(2016) Flood risk management
LPP 5.13	(2016) Sustainable drainage
LPP 5.15	(2016) Water use and supplies
LPP 5.17	(2016) Waste capacity
LPP 5.21	(2016) Contaminated land
LPP 6.3	(2016) Assessing effects of development on transport capacity
LPP 6.5	(2016) Funding Crossrail and other strategically important transport infrastructure
LPP 6.9	(2016) Cycling
LPP 6.10	(2016) Walking
LPP 6.13	(2016) Parking
LPP 7.2	(2016) An inclusive environment
LPP 7.3	(2016) Designing out crime
LPP 7.13	(2016) Safety, security and resilience to emergency
LPP 7.14	(2016) Improving air quality
LPP 7.15	(2016) Reducing and managing noise, improving and enhancing the acoustic environment and promoting appropriate soundscapes.
LPP 8.2	(2016) Planning obligations
LPP 8.3	(2016) Community infrastructure levy
BE13	New development must harmonise with the existing street scene.
BE20	Daylight and sunlight considerations.

SCHEDULE OF CONDITIONS

BE21	Siting, bulk and proximity of new buildings/extensions.
BE24	Requires new development to ensure adequate levels of privacy to neighbours.
BE25	Modernisation and improvement of industrial and business areas
BE38	Retention of topographical and landscape features and provision of new planting and landscaping in development proposals.
OE1	Protection of the character and amenities of surrounding properties and the local area
OE3	Buildings or uses likely to cause noise annoyance - mitigation measures
OE8	Development likely to result in increased flood risk due to additional surface water run-off - requirement for attenuation measures
LE1	Proposals for industry, warehousing and business development
LE2	Development in designated Industrial and Business Areas
LE7	Provision of planning benefits from industry, warehousing and business development
AM14	New development and car parking standards.
AM15	Provision of reserved parking spaces for disabled persons
AM7	Consideration of traffic generated by proposed developments.
AM9	Provision of cycle routes, consideration of cyclists' needs in design of highway improvement schemes, provision of cycle parking facilities
R17	Use of planning obligations to supplement the provision of recreation, leisure and community facilities
LDF-AH	Accessible Hillingdon , Local Development Framework, Supplementary Planning Document, adopted January 2010
SPG-AQ	Air Quality Supplementary Planning Guidance, adopted May 2002
SPG-CS	Community Safety by Design, Supplementary Planning Guidance, adopted July 2004
SPD-NO	Noise Supplementary Planning Document, adopted April 2006
SPD-PO	Planning Obligations Supplementary Planning Document, adopted July 2008

3 . 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

4 . The site should be registered in the GLA's database (nrmmlondon.nrmmlondon/about/what-

SCHEDULE OF CONDITIONS

nrmr-register) and should comply with the London's Low Emission Zone for non-road mobile machinery requirements in order to comply with London plan Policy 7.14 and the standards set out in the Mayor of London, Supplementary Planning Guidance 'The Control of Dust and Emissions from Construction and Demolition'.

- 5 . This permission does not authorise the display of advertisements or signs, separate consent for which may be required under the Town and Country Planning (Control of Advertisements) Regulations 1992. [To display an advertisement without the necessary consent is an offence that can lead to prosecution]. For further information and advice, contact - Residents Services, 3N/04, Civic Centre, High Street, Uxbridge, UB8 1UW (Tel. 01895 250574).
- 6 . 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@hilligdon.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.

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

END OF SCHEDULE

SCHEDULE OF CONDITIONS

Address:

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

DRAFT

GRANT OF PLANNING PERMISSION

Application Ref.No.: 73585/APP/2018/2484

SCHEDULE OF PLANS

Design & Access Statement (16 October 2018) - received 17 Oct 2018
002 Site Identification Plan - received 05 Jul 2018
001 Site Location Plan - received 05 Jul 2018
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26992_T UG Rev. 0 Underground Utility Survey - received 05 Jul 2018
Energy Strategy (Issue 1) - received 05 Jul 2018
Overheating Risk Analysis (Issue 1) - received 05 Jul 2018
Covering Letter (5 July 2018) - received 05 Jul 2018
17-112 / 300 Rev. P2 Drainage Strategy - received 05 Jul 2018
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4435-PL-011 First Floor Plan - received 05 Jul 2018
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4435-PL-044 South Building Elevations and Sections - received 05 Jul 2018
Video Inspection Building Plan and Elevations - received 05 Jul 2018
17-112R_001 Flood Risk Assessment (May 2018) - received 13 Jul 2018
Preliminary Geo-Environmental Risk Assessment (November 2017) - received 13 Jul 2018
External Lighting and CCTV Assessment Issue 3 (May 2018) - received 28 Sep 2018

T&PPB6821R001F0.1 Rev. 0.1/Final Travel Plan (14 May 2018) - received 28 Sep 2018
T&PPB6821R001D0.1 Transport Statement Rev. 0.1/Final (14 May 2018) - received 22 Aug 2018
Applicant Response to Highways Officer Comments (24 October 2018) - received 25 Oct 2018
Applicants Response to TfL Comments (24 October 2018) - received 25 Oct 2018
4435-PL-020 Rev. D Elevations - received 15 Oct 2018
MSW 5206 October 2018 (Revised) Planning Statement - received 22 Oct 2018
746.19.04 Rev. B Planting Layout - received 24 Oct 2018

4435-PL-004 Rev. F Block Plan Showing Operational Parking - received 29 Oct 2018

4435-PL-002 Rev. E Block Plan - received 29 Oct 2018

L1700001305 Preliminary Ecological Appraisal (6 December 2017) - received 13 Jul 2018

4435-PL-030 Rev. B Cross Sections - received 15 Oct 2018

4435-PL-031 Rev. B Site Section - received 15 Oct 2018

4435-PL-032 Rev. B Site Section showing Design Evolution - received 15 Oct 2018

4435-PL-003 Rev. E Site Plan External Works - received 29 Oct 2018

Rev. 01/Final Air Quality Assessment (14 May 2018) - received 06 Sep 2018

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

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

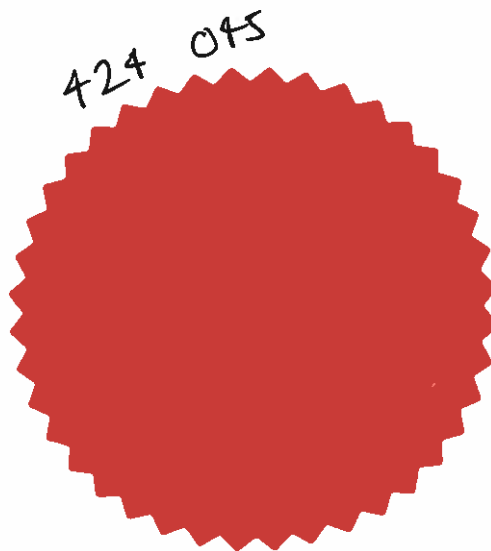
MEMBER OF

THE COUNCIL.....

Alan Chapman

AUTHORISED OFFICER.....

B. Moly



Executed as a deed by ST. JAMES'S PLACE)
UK PLC by its attorneys RICHARD WATERS)
and HELEN GARDEN under a power of attorney)
dated 22 August 2018 in the presence of a)
witness:)

Signature



Name (block capitals)

RICHARD WATERS
as attorney for
ST. JAMES'S PLACE
UK PLC

Witness signature



Witness name
(block capitals)

GEORGE EDDY

Witness address

1st Floor
16 New Burlington Place
London
W1S 2HX

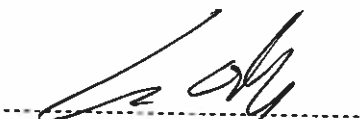
Signature



Name (block capitals)

HELEN GARDEN
as attorney for
ST. JAMES'S PLACE
UK PLC

Witness signature



Witness name
(block capitals)

GEORGE EDDY

Witness address

1st Floor
16 New Burlington Place
London
W1S 2HX