

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/KM/014879

PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED
POWERS
RELATING TO THE DEVELOPMENT OF LAND AT
2, 3 & 4 STATUS PARK, NOBEL DRIVE, HARLINGTON, HAYES UB3 5EY
PLANNING APPLICATION NUMBER: 74423/APP/2018/4437
THE LONDON BOROUGH OF HILLINGDON

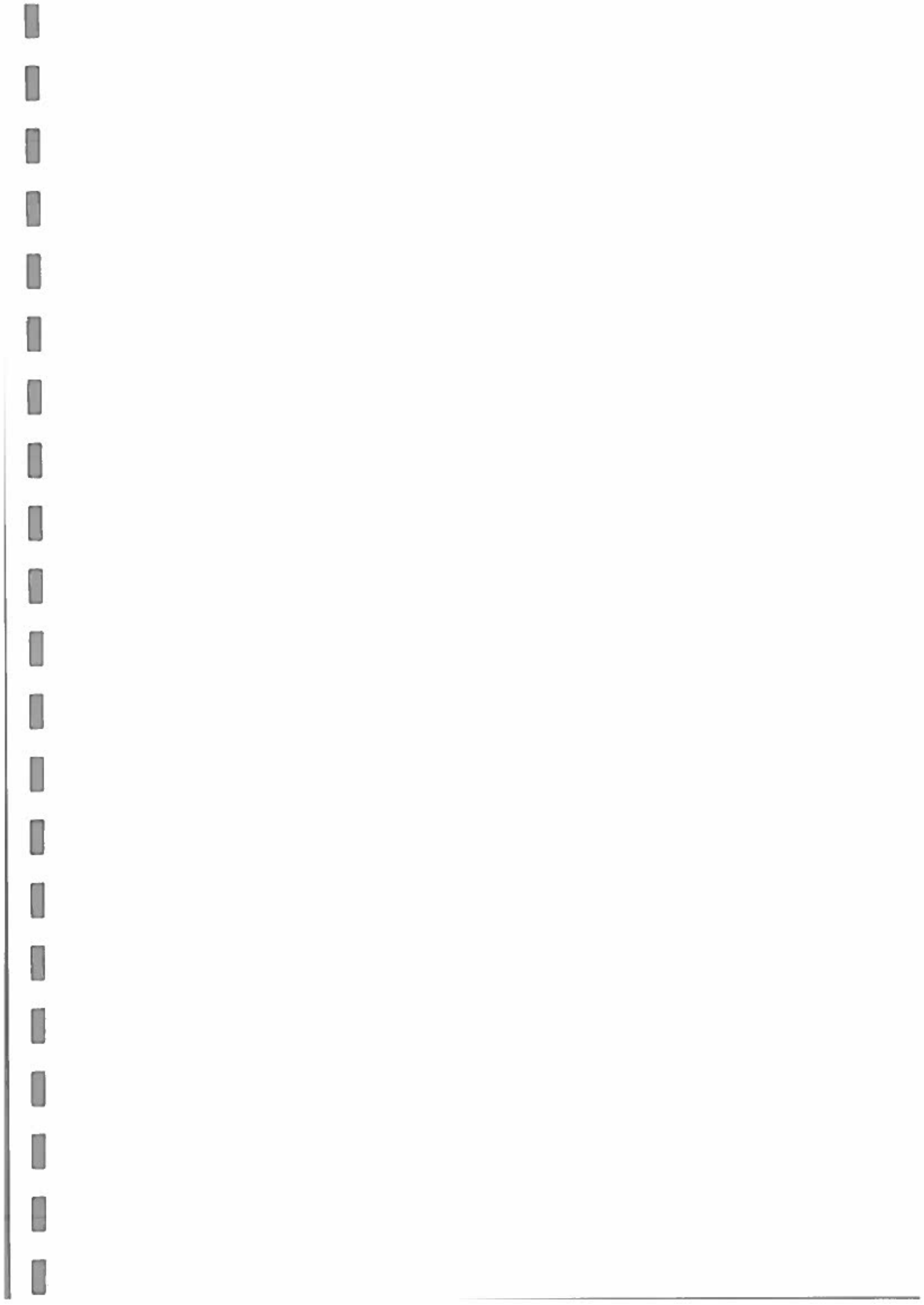
and

MBH HEATHROW LTD
MBH HEATHROW 3&4 LTD
MIZRAHI TEFAHOT BANK LIMITED

2020

DATED

25 March



THIS PLANNING OBLIGATION BY DEED is dated 25 May 2020

And is made BETWEEN:

1. **MBH HEATHROW LTD.** (Company Number: 10424410) a company incorporated in England and Wales whose registered office is situated at 30 Castlewood Road, London, N16 6DW ("the First Owner and Applicant");

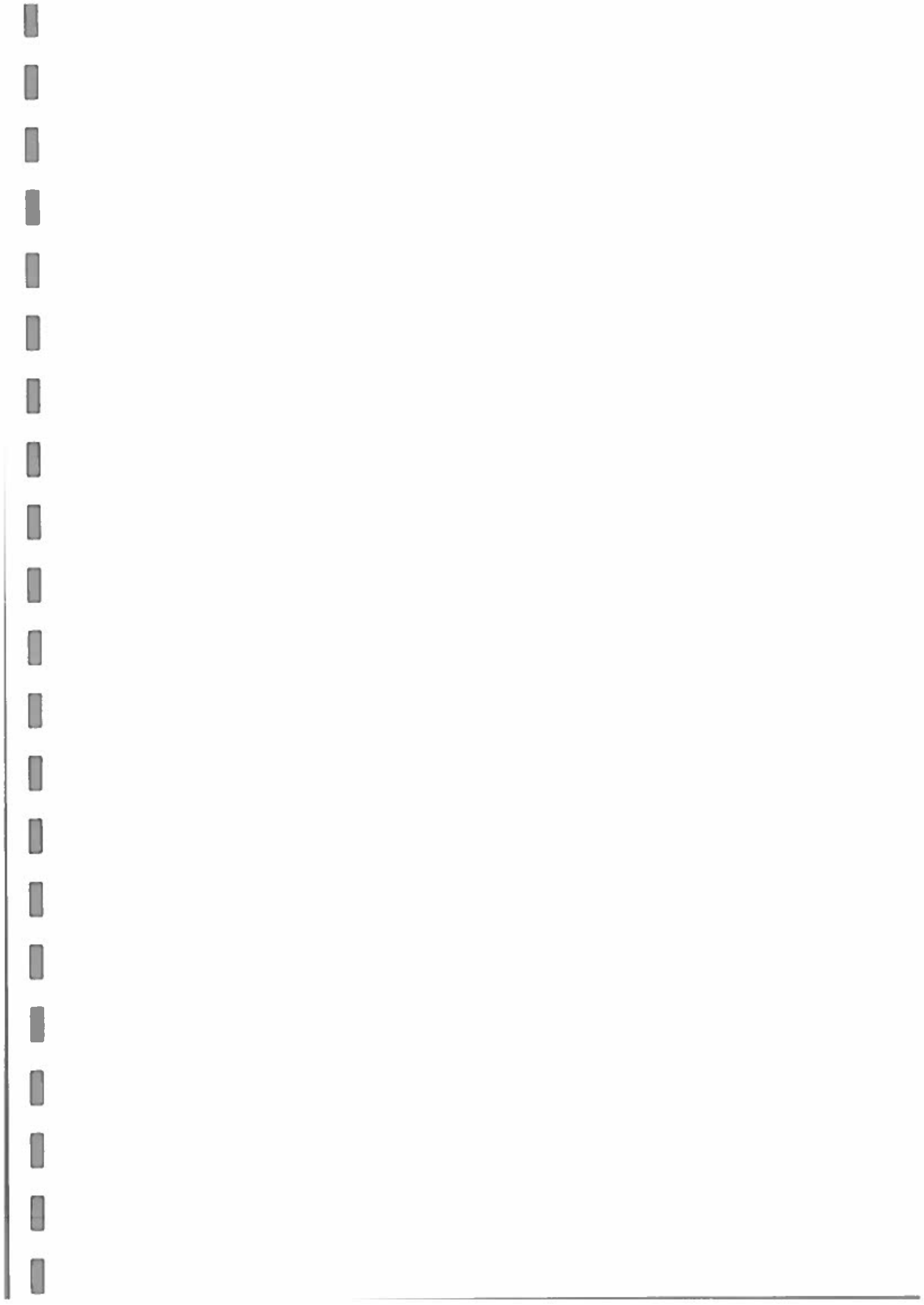
2. **MBH HEATHROW 3&4 LTD** (Company Number 11465129) a company incorporated in England and Wales whose registered office is situated at 30 Castlewood Road, London, N16 6DW ("the Second Owner and Applicant");
(together the First Owner and the Second Owner are known as the "Owner")

3. **MIZRAHI TEFAHOT BANK LIMITED** (Co. Regn. No. BR001446) of 30 Old Broad Street, London EC2N 1HQ ("the Mortgagee");

4. **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 Site and by whom the obligations in this Deed are enforceable.
- B The Owner has the freehold interest in the Site registered under Title No. AGL6041 and Title No. AGL452096 at the Land Registry.
- C The Owner intends to develop the Site pursuant to the Planning Permission.
- D On 19th December 2018 the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- E The Council resolved at its Major Planning Applications Committee meeting on 4th April 2019 to delegate authority to determine the Planning Application to the Head of Planning subject to the prior completion of this Agreement.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.



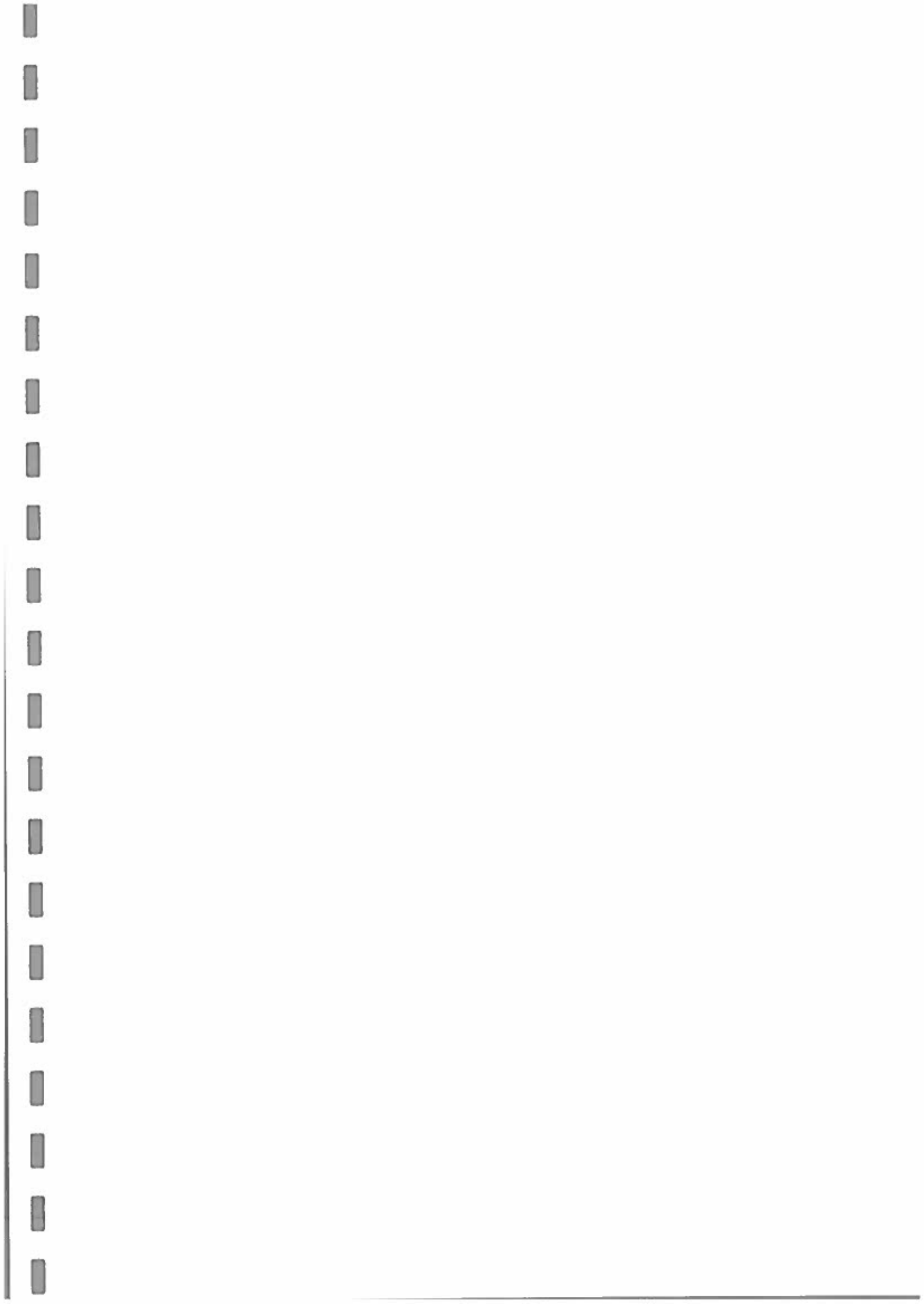
THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1. INTERPRETATION

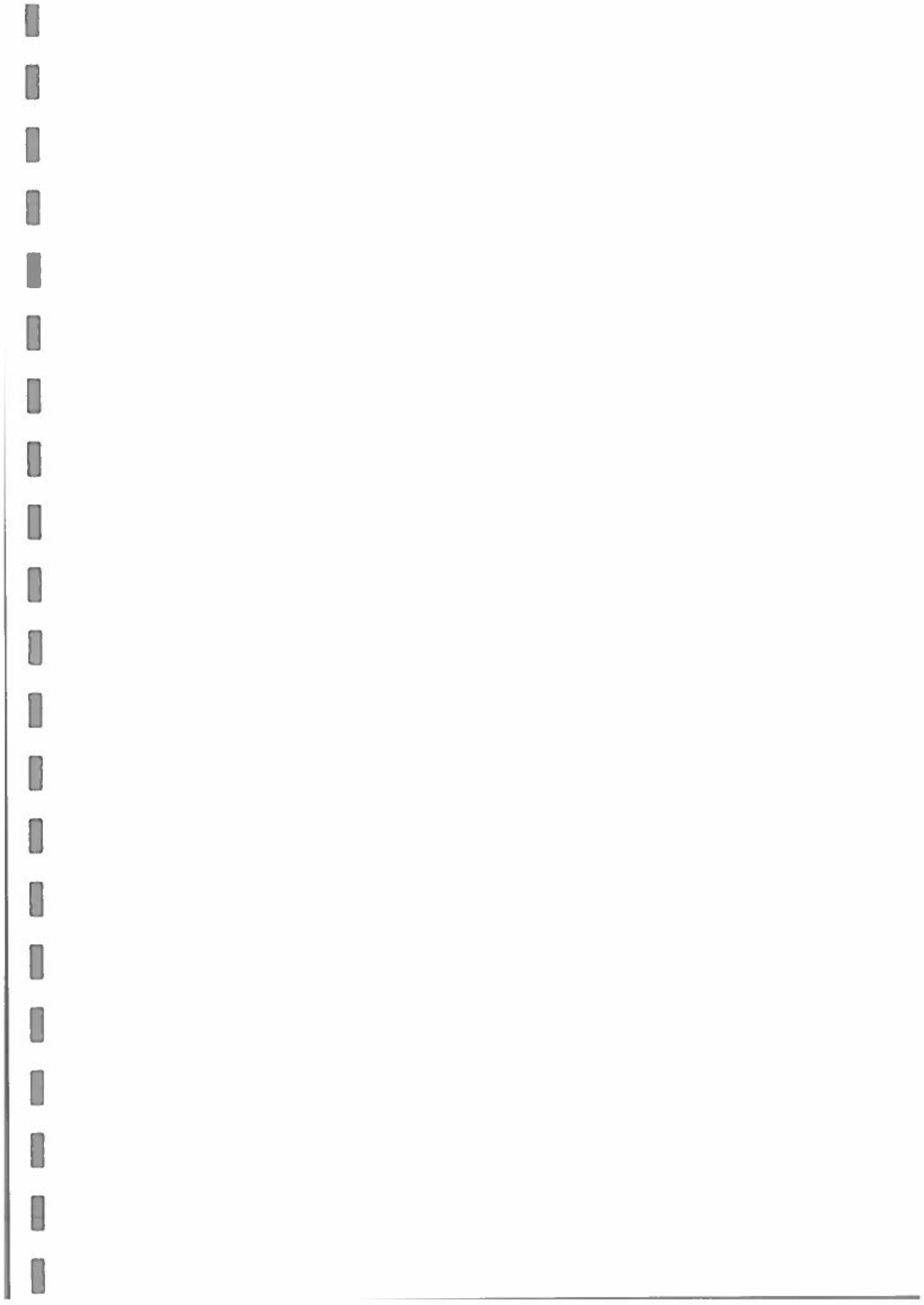
- 1.1 For the purposes of the recitals and this Agreement, the following words and expressions shall have the following meaning:

"1980 Act"	means the Highways Act 1980;
"1990 Act"	means the Town and Country Planning Act 1990;
"Air Quality Contribution"	means the Index Linked sum of £12,500 in line with the SPD and given the site is located in an air quality management area referred to in Schedule 5 ;
"Authority's Area"	means the administrative area of the Council;
"Car Parking Provision"	means to provide 156 allocated car parking spaces for residents of Building 2, 3 and 4, Status Park Nobel Drive, Harlington, Hayes UB3 5EY in accordance with Schedule 2 ;
"Commencement of Development"	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or

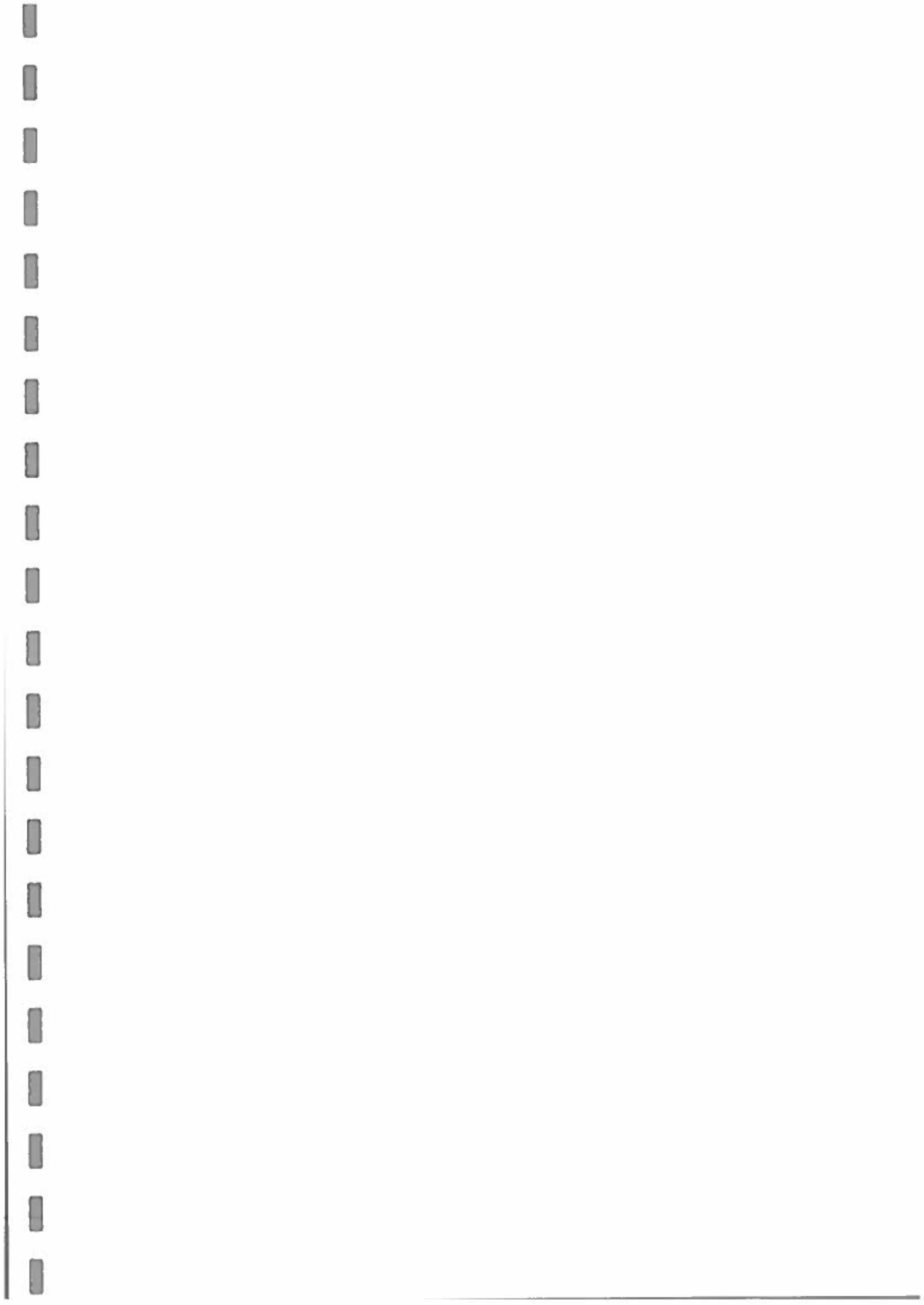


	diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations works to reconfigure the car parks to deliver the Car Parking Provision. and Commence and Commencement shall be construed accordingly;	means the sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Deed and to be provided in accordance with Schedule 4 and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area;	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;	means the, Air Quality Contribution the Hospitality Training Contribution (if applicable) and the Construction Training Contribution (if applicable);	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
		“Construction Training Contribution”	“Construction Training Scheme”	“Contributions”	“Co-ordinator Costs”

	is paid, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: "Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development.	"Deputy Chief Executive and Director of Resident Services" means the Council's Deputy Chief Executive and Director of Resident Services or such person as the Council designates as undertaking this role;	"Development" means the development of the Site pursuant to the Planning Permission as summarised in Schedule 1 hereto;	"Form PO1" means the form in the substantial format attached at Appendix 1;	"Highways Agreement" means one or more highways agreements to be entered into by the Owners and the Council under section 38 and/or section 278 of the 1980 Act in relation to the Highways Works and the Public Realm Improvement Works;	"Highway Works" and "Public Realm Improvement Works" means the highway works including the public realm improvements outlined in Schedule 3;	"Hoppla Bus Strategy" means a strategy demonstrating how a Hoppla Bus provision will be implemented from the
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Site to Heathrow Airport throughout the lifetime of the development as referred to in Schedule 6;	means the Index Linked sum referred to in Schedule 7 as a contribution towards provision of recruitment, training and employment opportunities in the hotel, hospitality and leisure industry to people residing within the Authority's Area calculated using the formula as prescribed with within the SPD;	means the hospitality training strategy referred to in Schedule 7 to be adopted by the Owner approved in writing by the Council demonstrating how the Development will continue to provide recruitment, training and employment opportunities in the hotel and leisure industry during the lifetime of the Development to people residing within the Authority's Area in accordance with the principles contained within the Council's Planning Obligations Supplementary Planning Document as at the date of this Deed;	means the application of the formula provided at Clause 15 of this Agreement;	"Index Linked"	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 Occupancy shall be construed accordingly;	"Occupied"	means a resident's parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) in accordance with Schedule 2;	"Parking Permit"	"Parking Management Plan"	means a written document (with plans and
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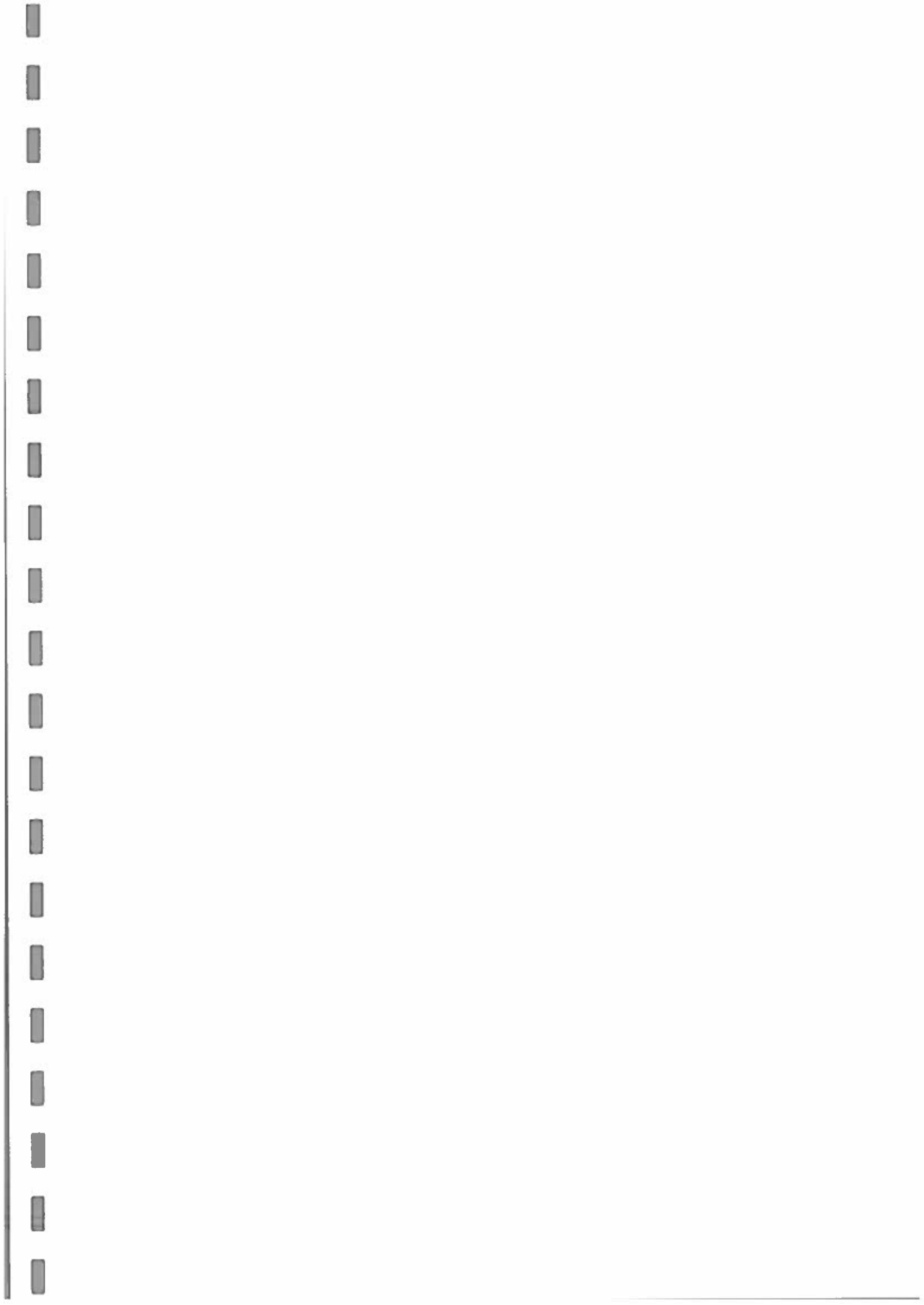


	illustrations as appropriate) agreed in writing by the Council (and which can thereafter be amended with the written agreement of the Council) the purpose of which is to establish a scheme for the long-term future management of the car parking at the Development and shall include (but not be limited to): a) Temporary parking arrangements for residents of Status Park Nobel Drive during construction of the Development; and b) Absolute restriction on renting or selling the parking spaces to third parties; and c) The method by which customers shall be informed prior to the making of their booking at the Development whether they shall have access to the on-site parking; in accordance with Schedule 8;	"Parties" means the Owner the Mortgagee and the Council;	"Plan" means the plan attached to this Deed at Appendix 2 hereto;	"Planning Application" means the application for planning permission for the redevelopment of the existing car park to provide a 6-storey building comprising 140-room hotel (Use Class C1) including the reconfiguring of car parking spaces across the site to secure 1:1 parking for the residential buildings (Buildings 2, 3 and 4), associated access, car parking and hard and soft landscaping. Reference 74423/APP/2018/4437;	"Planning Permission" means the planning permission that may be granted for the Development in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 hereto;
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"Planning Reference"	means 74423/APP/2018/4437; reference
"Project Management and Monitoring Fee"	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;
"Significant Under-Performance"	means delivery of less than 50 per cent of the total outputs specified in the Construction Training Scheme;
"Site"	means the property known as 2, 3 & 4 Status Park, Nobel Drive, Harlington, Hayes UB3 SEY and shown for identification purposes only edged red on the Plan;
"SPD"	means the Planning Obligations Supplementary Planning Document published by the Council and adopted on 10 July 2014 subject to amendments;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Training Costs"	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: "£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 a 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 development other than by single occupancy private car in accordance with



Schedule 6;		means the bond in the sum of £20,000, to secure the obligations in Schedule 6 and in the Travel Plans for the Development in a form first approved, by the Council in writing.	Travel Plan Bond	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;	"VAT"
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1.2 In this Deed

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;

1.2.3 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.

1.2.3 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;

1.2.4 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;

1.2.54 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;

1.2.3 references to any statute or statutory provision include references to:

1.2.3.1 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

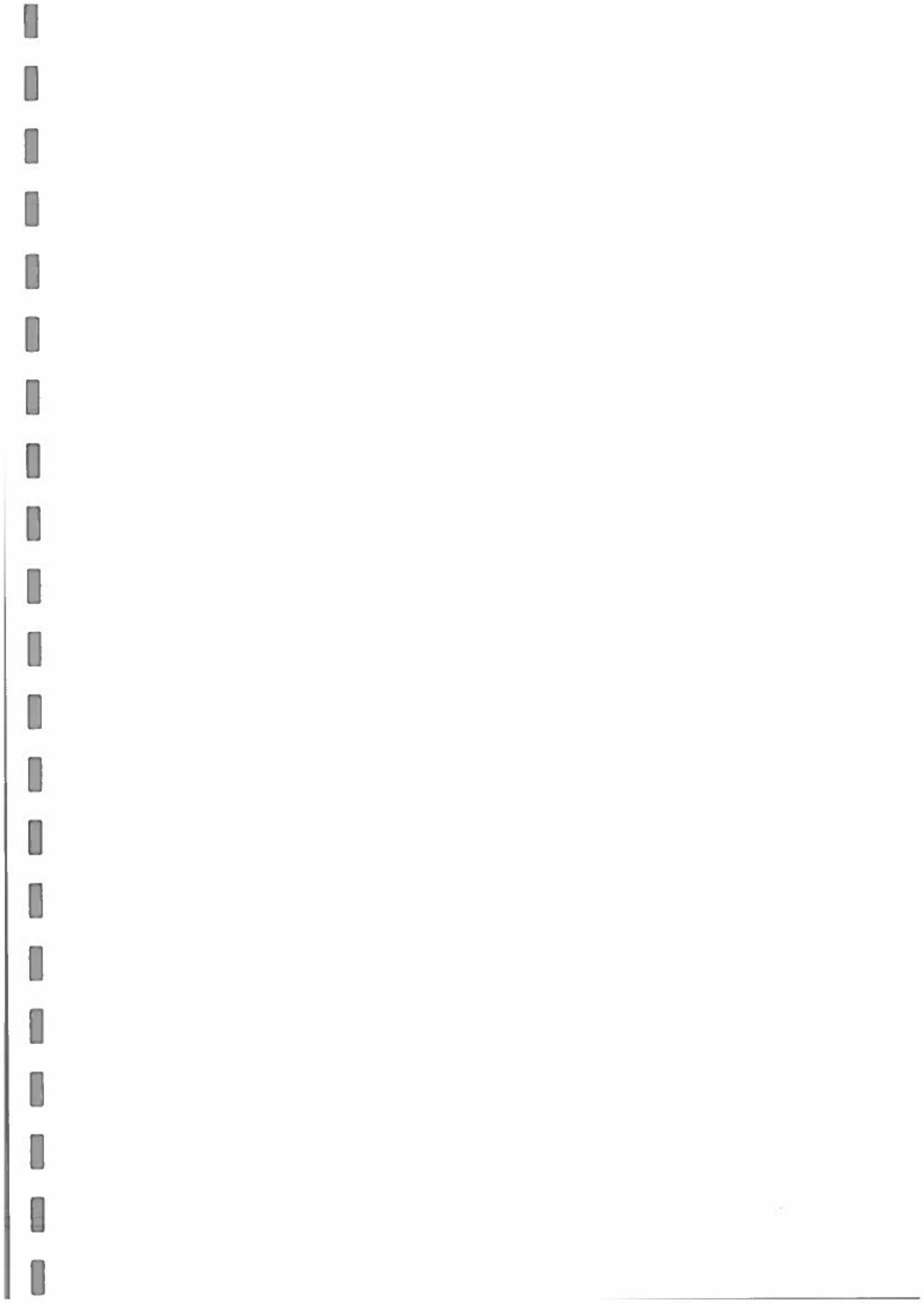
1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision

1.2.4 references to the Site include any part of it;

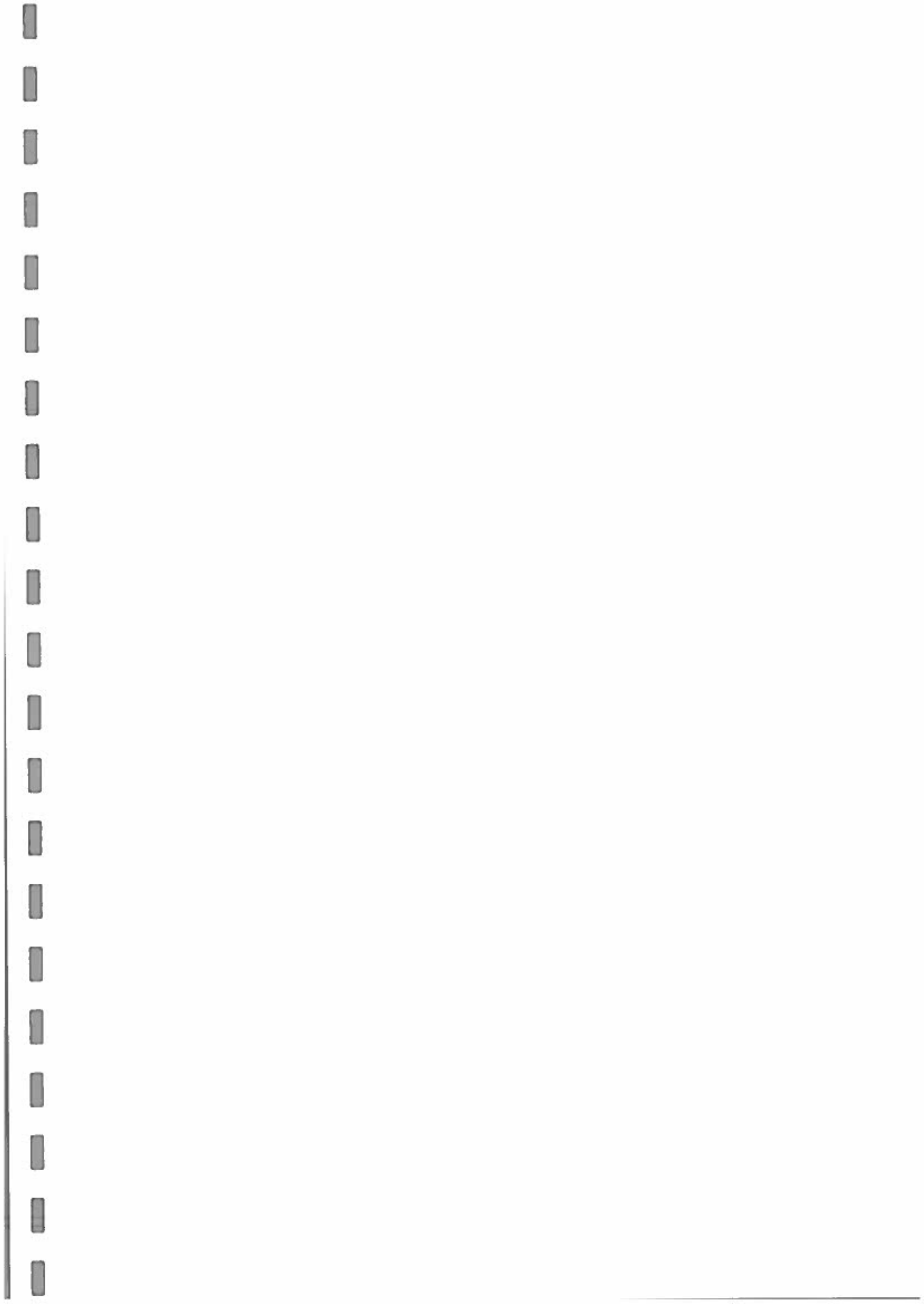
1.2.5 references to any party in this Deed include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;

1.2.6 "including" means "including, without limitation";

1.2.7 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;



- 1.2.8 without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;
- 1.2.8 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.
2. **LEGAL BASIS**
 - 2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.
 - 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner, the Mortgagee and their successors in title to the Site.
3. **CONDITIONALITY**
 - 3.1 With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 12, 13, 14 and 19, which shall take effect immediately this Deed is conditional on the grant and issue of the Planning Permission.
4. **MISCELLANEOUS**
 - 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
 - 4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.



5. THE OWNER'S PLANNING OBLIGATIONS

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

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

4.9 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

4.8 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 Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.

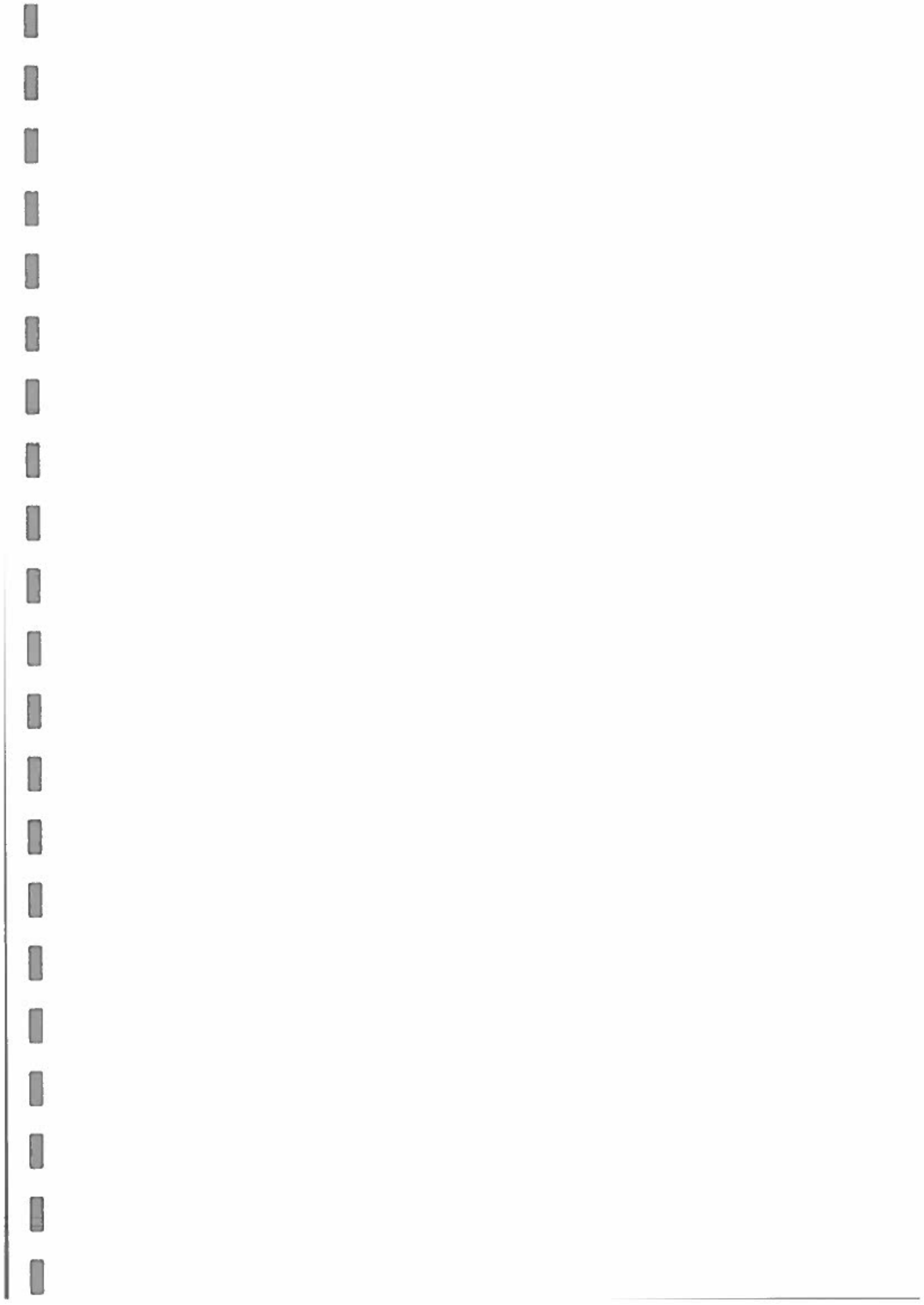
4.7 No statutory undertaker shall be bound by any obligations, rights and duties contained in this Deed and/or be liable for any breach of a covenant and/or obligation contained in this Deed in respect of any site used only as an electricity substation, gas governor or pumping station

4.6 No party to this Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owners and any successors in title to the Site and assigns of the Owners in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

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

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



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

6. COSTS

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

6.2 Prior to Commencement of Development the 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

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

8. RIGHT OF ACCESS

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

9. OWNERSHIP

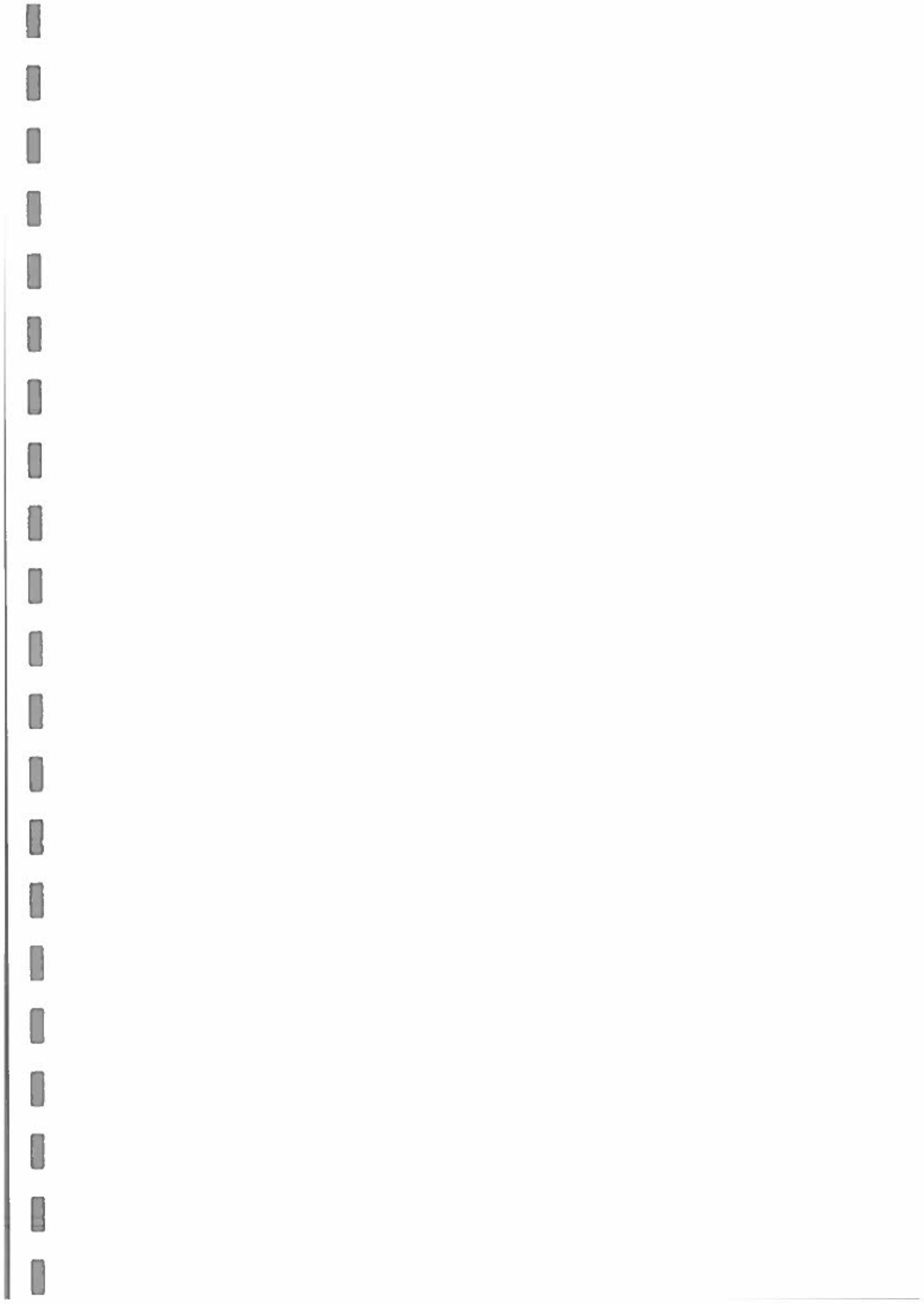
9.1 The Owner warrants that, save for occupiers of residential units under assured shorthold tenancies and lessees of substation sites, no person other than the Owner and the Mortgagee has any legal or equitable interest in the Site.

10. CHANGE IN OWNERSHIP

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

11. ARBITRATION

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



- 11.2.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;
- 11.2.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 11.2.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 12.2.4 the seat of the arbitration shall be London.
- 12. THIRD PARTIES**
- 12.1 No provision in this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 13. NOTICES**
- 13.1 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.
- 13.2 Any notice to be served under or in connection with this Deed shall be sent to the:
- 13.3 The Deputy Chief Executive and Director of Resident Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference;
- 13.4 The Owner at 35 Moresby Road, Clapton, London, E5 9LE
- 14. FORM POI**
- 14.1 Prior to Commencement of Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form POI to the Council in accordance with clause 13 above.
- 15. INDEXATION**
- 15.1 The Owner agrees with the Council that any sums payable by the Owner under this Deed shall be increased by the application of the formula $A = B \times C/D$ where:
- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Deed;
- (c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date



(d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed and

(e) C/D is equal to or greater than 1.

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

16. MORTGAGEE'S CONSENT

16.1 The Mortgagee consents to the Owner entering into this Deed and acknowledges that the Site shall be bound by the terms and obligations contained in this Deed PROVIDED THAT the Mortgagee shall have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

17. INTEREST

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

18. VAT

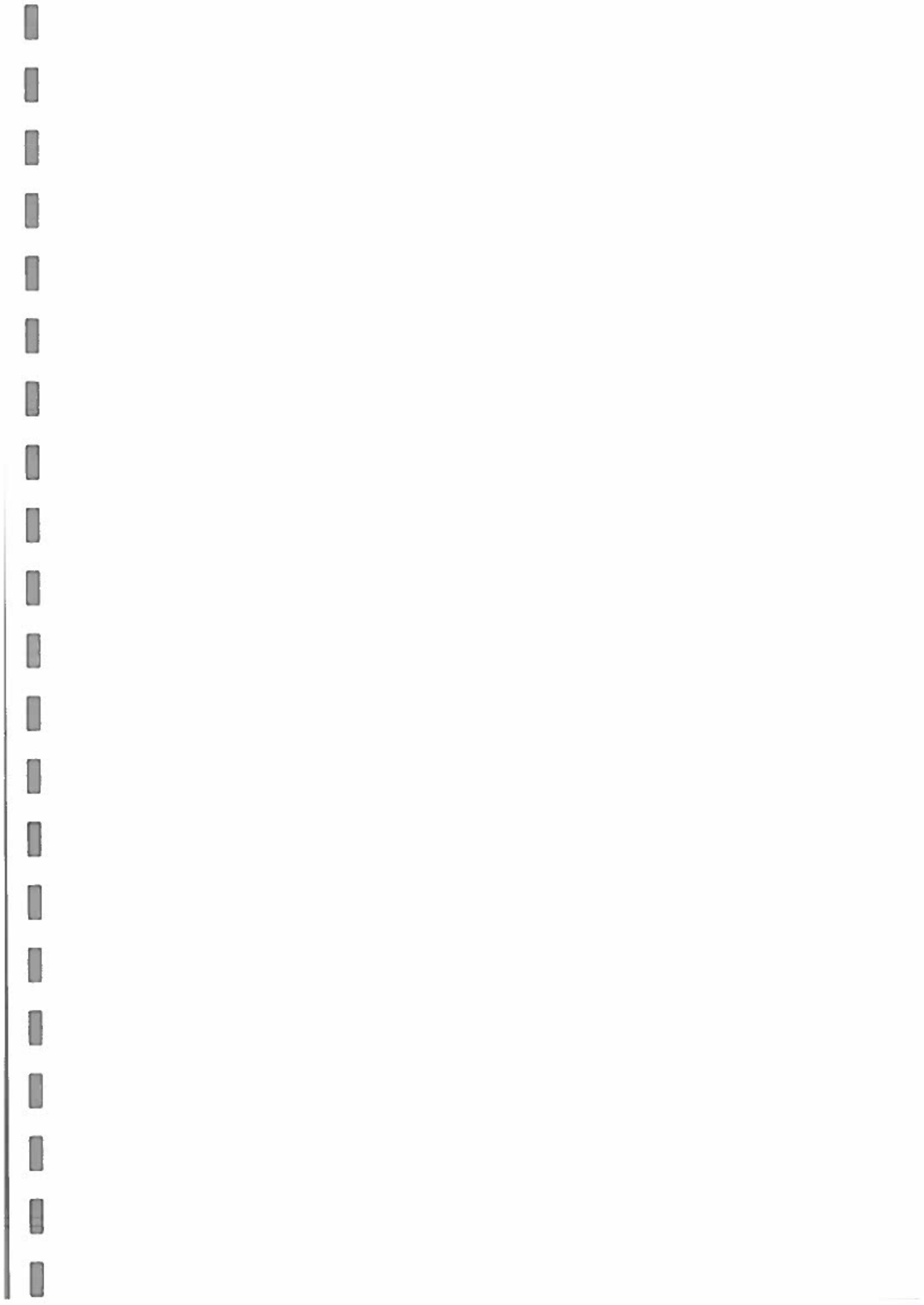
18.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

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

19. JURISDICTION

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

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



SCHEDULE 1

DEVELOPMENT

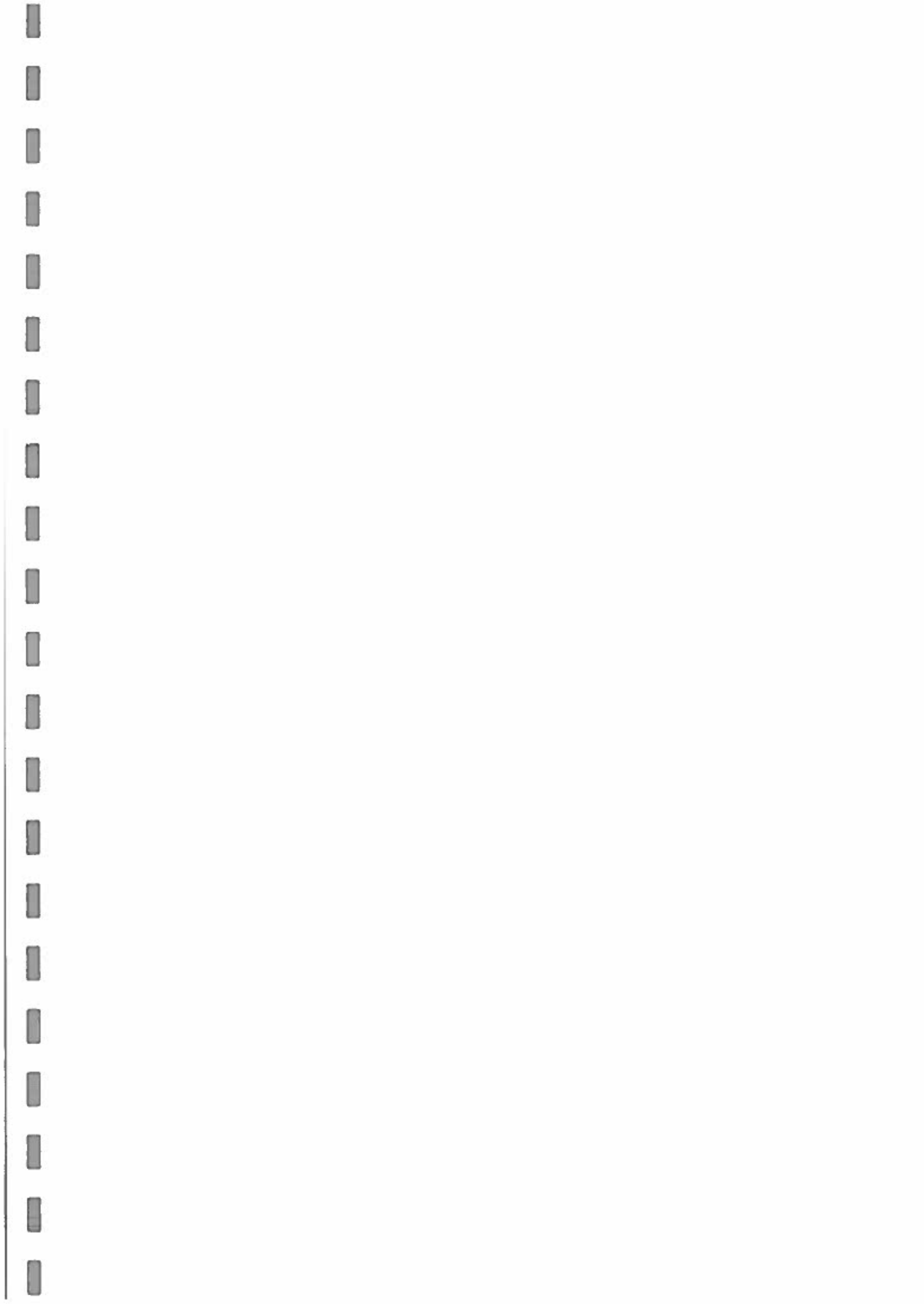
Redevelopment of the existing car park to provide a 6-storey building comprising 140-room hotel (Use Class C1) including the reconfiguring of car parking spaces across the site to secure 1:1 parking for the residential buildings (Buildings 2, 3 and 4), associated access, car parking and hard and soft landscaping.



SCHEDULE 2
CAR PARKING PROVISION

1. Prior to Occupation to provide 156 allocated car parking spaces for residents of Buildings 2, 3 and 4, Status Park ('Allocated Spaces').
2. In relation to the Allocated Spaces, the Owner shall not:
 - a. charge any residents of Buildings 2, 3 and 4 Status Park for car parking in the Allocated Spaces; or
 - b. sell or rent the Allocated Spaces to third parties.
3. Upon completion of this Deed not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.
4. That in respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

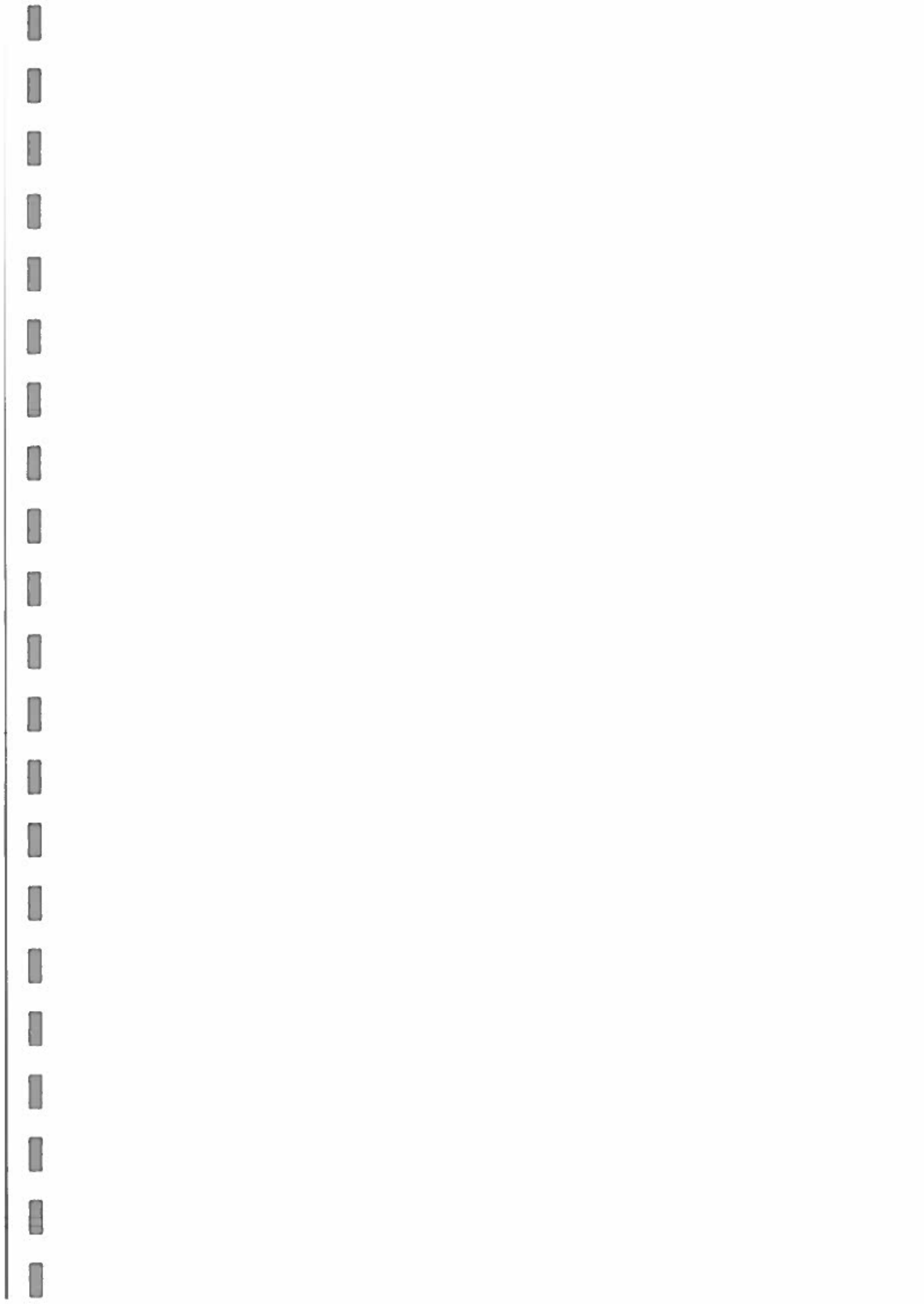
“the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon (“the Council”) not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a resident’s parking permit (save for a disabled person’s “purple badge” issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) in respect of such premises and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1”



SCHEDULE 3
HIGHWAY WORKS AND PUBLIC REALM IMPROVEMENT 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 and Public Realm Improvement Works have been completed to the satisfaction of the Council.
2. To enter into one or more Highways Agreements for the Highway Works and Public Realm Improvement Works before the Highway Works are commenced or to procure that the Owner's successor in title to the Site 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 Highways Works and Public Realm Improvement 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.
4. To be responsible for the full costs of the Highway Works and Public Realm Improvement Works including any traffic orders the Council seeks to make which are necessary to implement the Highway Works and Public Realm Improvement 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 and Public Realm Improvement Works shall include (but may not be limited to): new and reconfigured access points off Nobel Drive together with footway works to tie in with existing. Making of traffic regulation orders as required.



SCHEDULE 4
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 partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.
2. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
3. The 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 the 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 contained in paragraphs 1 - 4 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 (50) per cent or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the 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 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 – 7 (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 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 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 8 above.

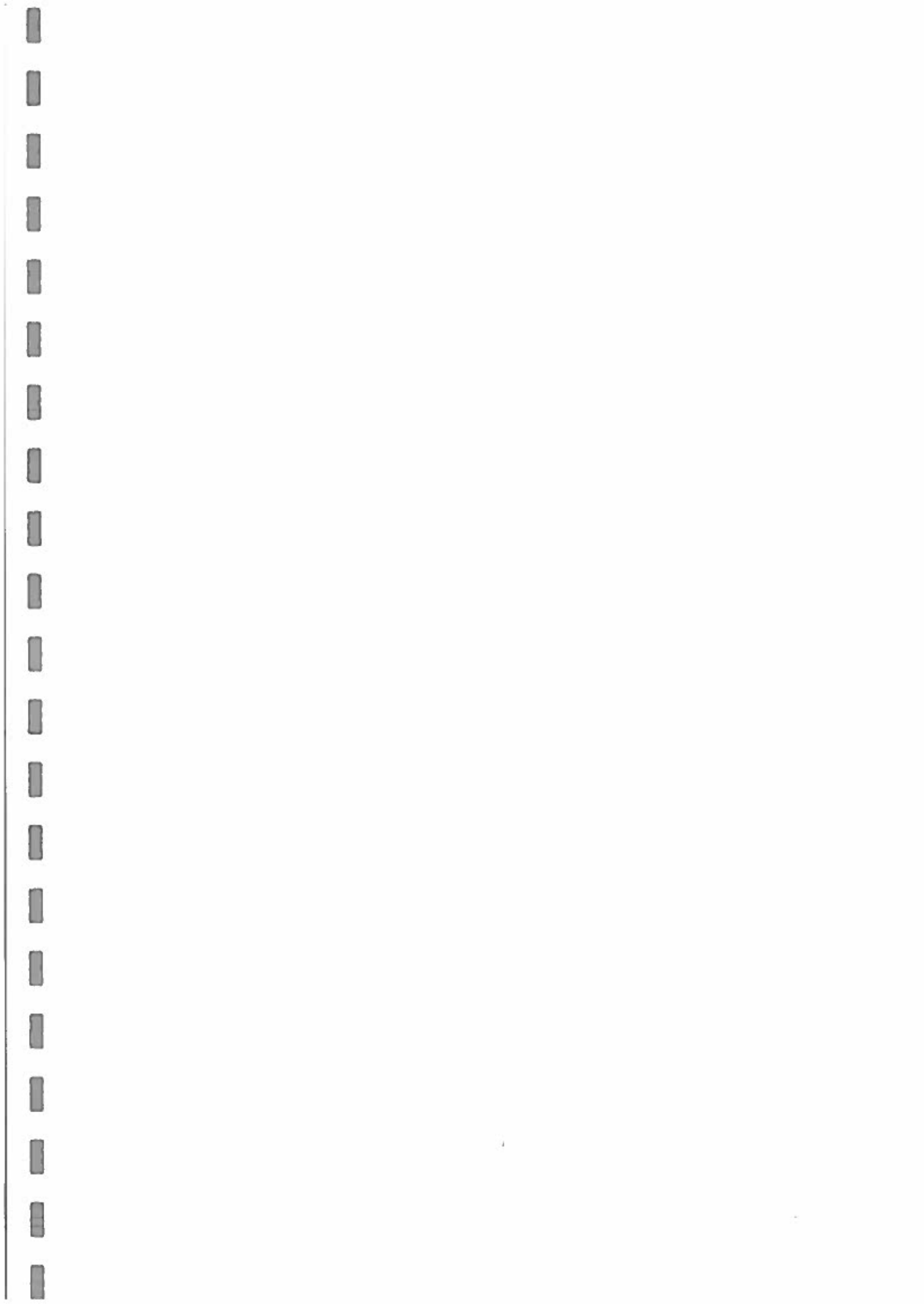


SCHEDULE 5

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 of any part of the Development before the Air Quality Contribution is paid to the Council.
3. in line with the SPD and given the site is located in an air quality management area then a contribution in the sum of £12,500.



SCHEDULE 6

TRAVEL PLAN; TRAVEL PLAN BOND AND HOPPA BUS STRATEGY

The Owner hereby covenants with the Council as follows:

In this Schedule:

'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

'Car Ratio' means the number of Cars used or deemed to be used to transport Users to and from the Development expressed as a percentage of the number of Users making such a journey

'Users' means a person, being an employee, hotel guest or visitor making the journey to and from the Development by any mode of travel

'Excess' means the number of cars represented by the difference between the Car Ratio and the Target targets for achieving the Modal Shift as calculated in the Travel Plan on the day when Monitoring discloses that the Car Ratio is greater than the targets for achieving the Modal Shift as calculated in the Travel Plan

'Excess Period' means the period between a day on which Monitoring discloses that the Car Ratio is greater than the targets for achieving the Modal Shift as calculated in the Travel Plan and either the next day on which Monitoring takes place or is deemed to take place or (if no further



Monitoring takes place or is deemed to take place) the end of the Monitoring Period

'Hoppla Bus Strategy'

means a strategy demonstrating how a Hoppla bus provision will be implemented from the Site to Heathrow Airport throughout the lifetime of the development.

'Monitoring Period'

means the period of 5 years beginning on Occupation of the Development

'Modal Shift'

means an increase in the proportion of Users travelling to and from the Site using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car)

'Monitoring'

means a survey of Users using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by 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)

'Remedial Payment'

means a payment intended to be used by the Council for the purpose of achieving Modal Shift and calculated in respect of each Excess Period as the product of:
the number of days in that Period multiplied by the Excess found at the start of that Period multiplied by £10.62 Index Linked;

'Remedial Measures'

means measures intended to achieve Modal Shift;

'Travel Plan'

means the plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel other than by single occupancy private cars;



'Travel Plan Bond'

means the bond in the sum of £20,000 to secure the obligations in this schedule and in the Travel Plan in a form first approved by the Council in writing

'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 5 years from the date of Occupation in order to achieve the objectives of the Travel Plan

4. Prior to Commencement of Development to submit the Travel Plan to the Council for approval; and

5. The Development will not be Occupied until the Travel Plan has been submitted to and approved in writing by the Council acting reasonably; and

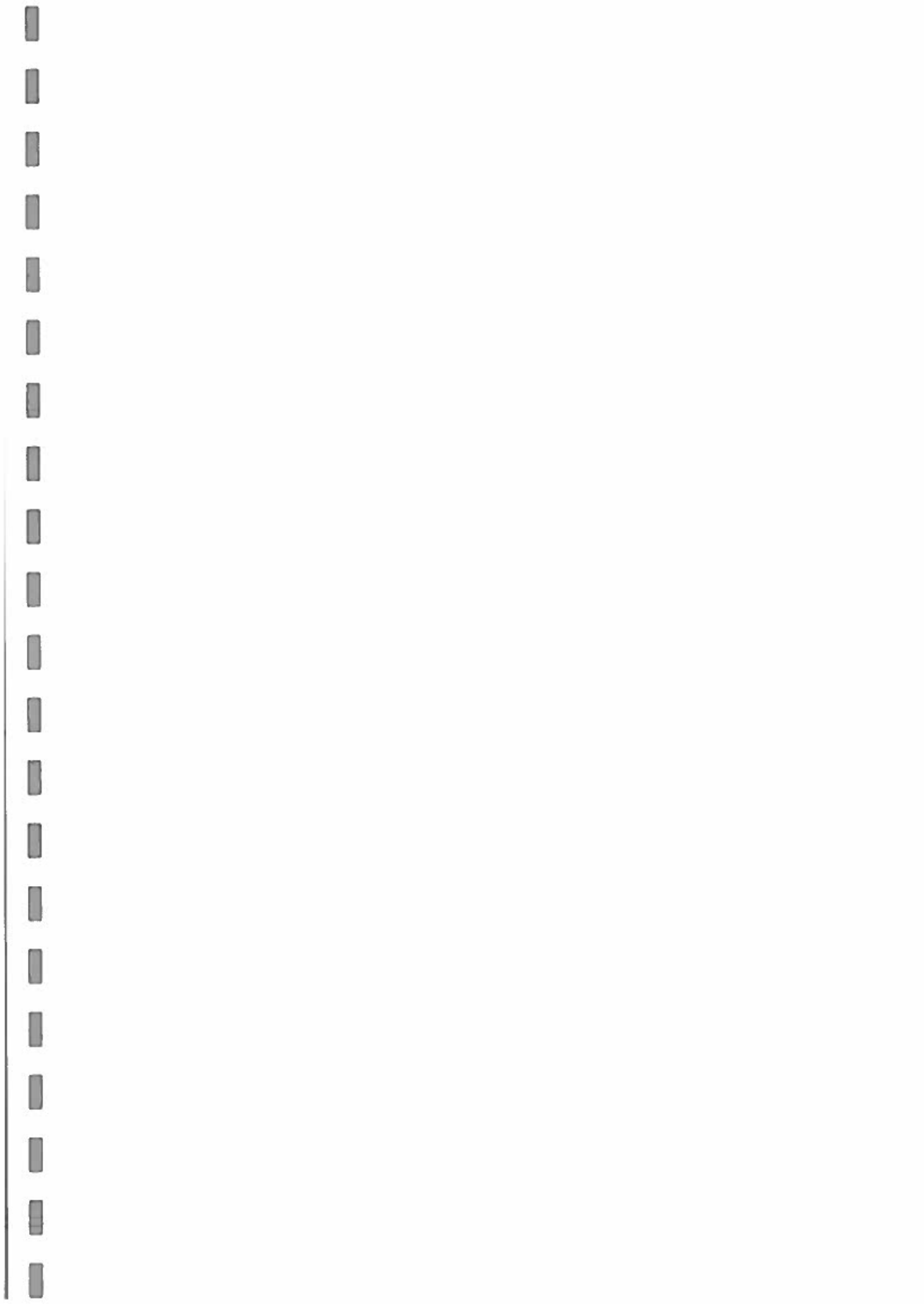
6. The Owner shall six months prior to Occupation of the Development appoint a Travel Plan Co-ordinator and supply contact details of the Travel Plan Co-ordinator to the Council and Transport for London in the case of referred applications to the GLA.

7. The Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than 2 months following first Occupation of the Development.

8. The terms of the Travel Plan shall provide/detail as a minimum:

a. A timetable for the preparation, implementation, monitoring and review of all stages of the Travel Plan;

b. The appointment and funding of a Travel Plan co-ordinator to be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than 5 years from the date of Occupation;



c. The responsibilities of the Travel Plan Co-ordinator and details of how they will comply with the monitoring requirements of the Travel Plan over the lifetime of the Travel Plan such details to be provided to the Council;

d. The provision of transport infrastructure or services, or payment of a contribution if required by the Council in respect of their provision such contribution to be appropriate to the size and location of the Development;

e. Parking controls and management to be implemented at the Development;

f. The payment of contributions towards measures necessary to deliver the Travel Plan as reasonably directed by the Council;

g. The length of the Monitoring Period for the Travel Plan which shall not be less than 5 years from the date of Occupation of the Development;

h. The period post Occupation when the initial survey will be undertaken and details of subsequent surveys as required by the Travel Plan and as set out in this Deed;

i. The methods of carrying out the surveys for the purposes of Monitoring to include details of the equipment to be used the methods of collecting the data and the methods for calculating the results of the Modal Shift as required by the Travel Plan to include:

i. Details of the initial survey to be carried out in accordance with the submitted Travel Plan and details specifying when the results of the survey shall be supplied to the Council;

ii. Details of the Monitoring Survey for the purposes of calculating the Modal Shift and details of the methods for calculating the Modal Shift

iii. The timing and dates of Monitoring surveys for the duration of the Travel Plan, the first such survey to be carried out no later than one year after first Occupation (or if later after 50% of the Development has been Occupied);

iv. A Monitoring survey shall take place and results delivered to the Council at three years and five years following the first survey referred to at 5.9.3 above the results of which shall be supplied to the Council within 14 days of each Monitoring Survey;

v. The targets for achieving the Modal Shift as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Development.



9. If Monitoring is not verified within the time required by this Deed it shall be deemed to have disclosed a Car Ratio of 100%;

10. If an Employee/Resident/User fails to return a completed questionnaire given to him for the purpose of Monitoring he shall be excluded from the calculations of Modal Shift;

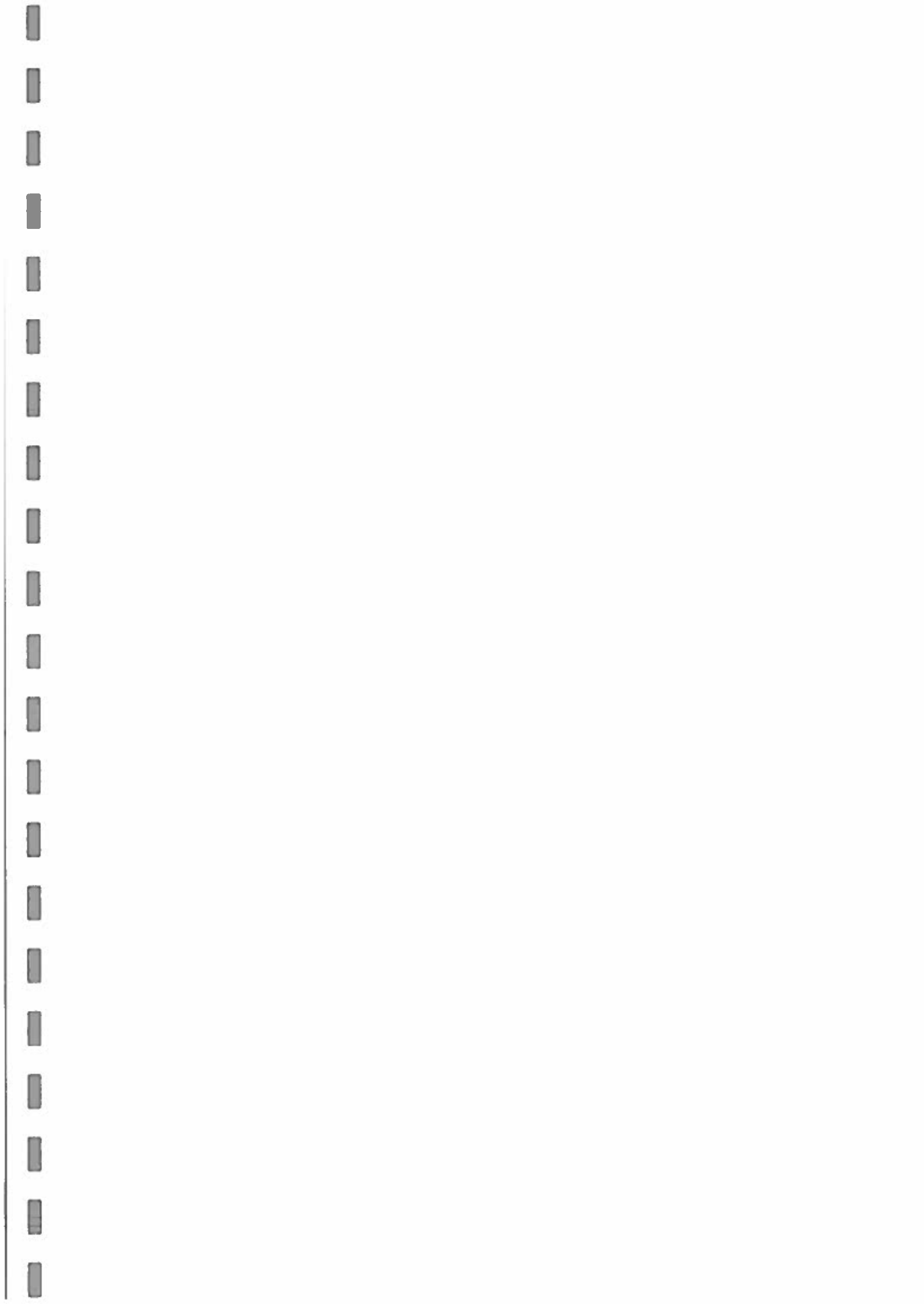
11. Those parts of the Travel Plan that are identified as being capable of implementation following Occupation of the Development shall be implemented in accordance with the timetable contained in the Travel Plan.

12. The Owner shall continue to observe the requirements and obligations set out in the Travel Plan (or such amended plan as may be agreed by the Owner and Council from time to time) for a period of not less than five years following first Occupation (or if later, for a period commencing on the date of first Occupation and ending on the date being five years from the date that 50% of the Development is Occupied).

13. Following first Occupation of the Development the Travel Plan Co-ordinator shall monitor, implement and review the Travel Plan for a period of not less than five years following first Occupation of the Development (or if later, for a period commencing on the date of first Occupation and ending on the date being five years from the date that 50% of the Development is Occupied) including undertaking the following:

a. Within 2 months of first Occupation of the Development to display written details of the Travel Plan in a public area; and

b. To comply with the Monitoring and reporting requirements of the Travel Plan and to submit a written report in each instance to the Council to include:



i. The Car Ratio disclosed by the Monitoring Surveys required by the Travel Plan and the Excess (if any) to include a statement setting out the Car Ratio and the basis on which it is calculated;

ii. A statistical summary of the methods of transport used by Users disclosed by any Monitoring or copies of any questionnaires completed by Users;

iii. The method for calculating the Car Ratio if Monitoring does not take place at the time required by this Deed

iv. The method for calculating the Car Ratio If Monitoring is not verified within the time required by this Deed

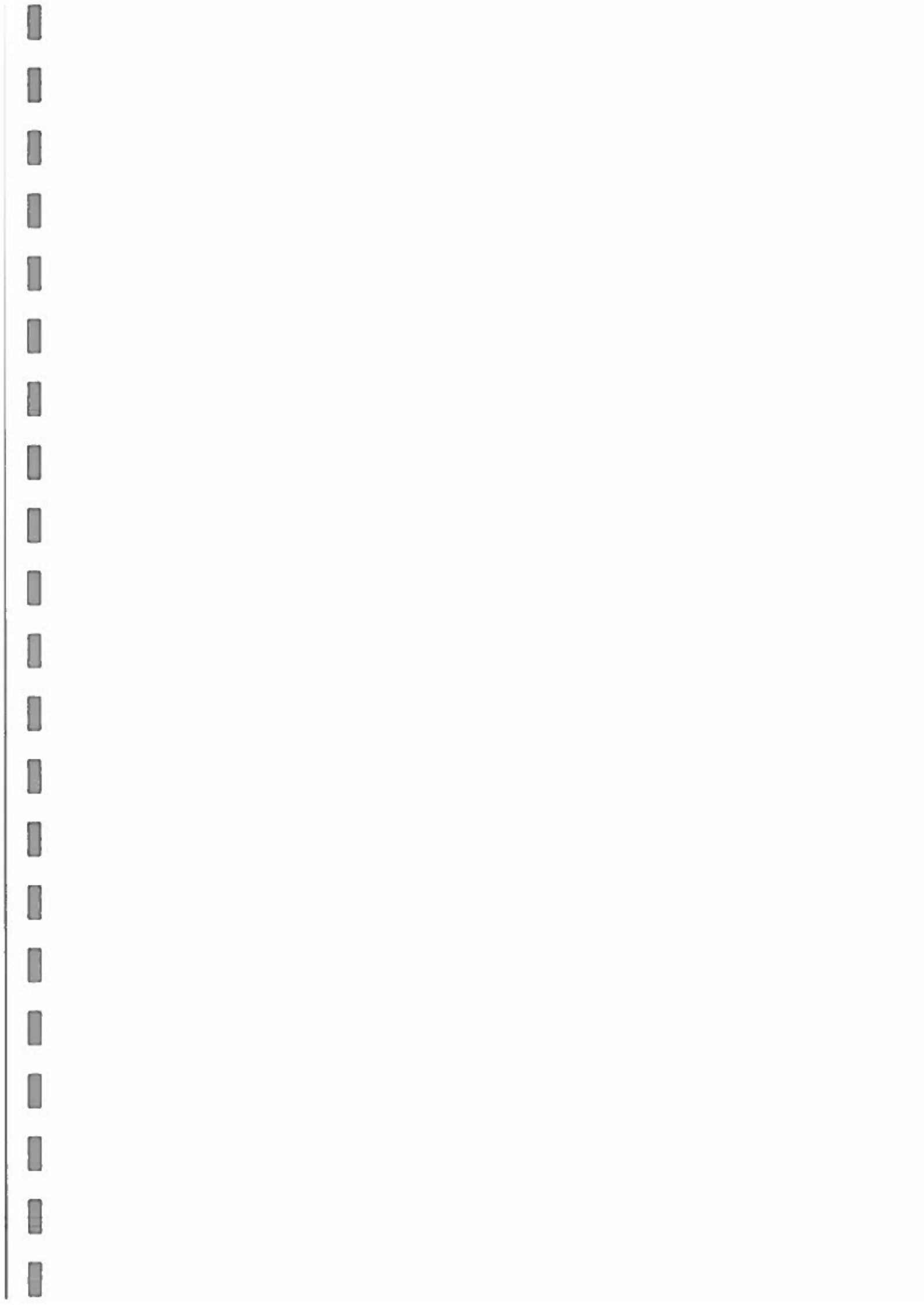
v. The methods of monitoring the progress of the Travel Plan and in achieving the Modal Shift and identifying any amendments to the Travel Plan to be agreed in writing by the Council in the event that targets for achieving Modal Shift as set out in the agreed Travel Plan are not achieved

c. Using reasonable endeavours to ensure that Users of the Development comply with the Travel Plan; and

d. Undertaking an annual review of the Travel Plan and providing a written report of this review to the Council for approval.

e. At the annual review of the Travel Plan, making such changes to the Travel Plan as the Council reasonably requires.

14. To co-operate with the Council in such manner and on such occasions as the Council reasonably require in the verification of the accuracy of any data used to assess the extent to which the objectives of the Travel Plan have been achieved



15. The Owner shall be responsible for the costs of Monitoring and auditing and any remuneration and expenses payable to the Travel Co-ordinator and the Auditor;

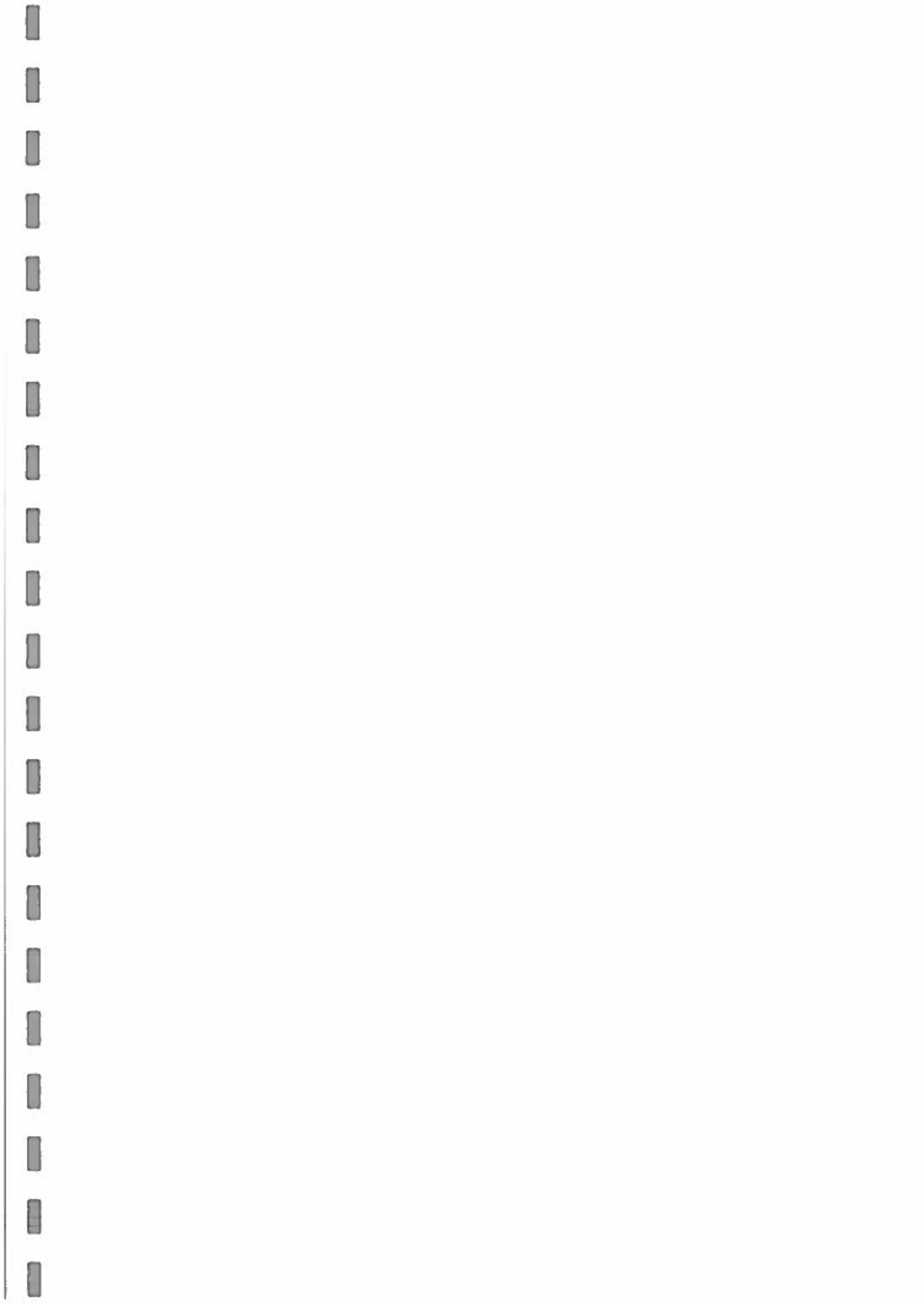
16. The Owner shall deliver the Travel Plan Bond to the Council prior to Commencement of Development.

17. In the event the Owner either fails to comply with the requirements of the Travel Plan and the targets for Modal Shift as set out in the Travel Plan the Council may enforce the provisions of the Travel Plan Bond in order to recover the appropriate Remedial Payment in accordance with the following:

a. The Owner shall pay to the Council a Remedial Payment in respect of any Excess Period within 28 days of the end of that Period;

b. If the measures taken to verify the results of Monitoring indicate the existence of an Excess which is materially different from the information in the statement certified on behalf of the Owner then the Owner acting by the Auditor shall (after carrying out such further surveys or investigations as the Auditor deems necessary) supply a recalculated Excess to the Council and any liability for a Remedial Payment shall be determined on the basis of the recalculated Excess;

c. If a Remedial Payment has been paid in respect of an Excess Period on the basis of an Excess certified by the Owner and that Excess is subsequently recalculated by an Auditor and the recalculation of the Excess confirms the Owner has made an overpayment the Council shall repay the overpayment to the Owner;



18. The Travel Plan Bond shall not be expended otherwise than on taking Remedial Measures.

19. Any unexpended portion of the Travel Plan Bond shall be returned to the Owner (with accrued interest) at the end of the Monitoring Period.

20. The Owner shall be released absolutely from the Travel Plan Bond following the expiration Monitoring Period.

21. The Council covenants with the Owner as follows:

- a. To undertake with the Travel Plan Co-ordinator the ongoing monitoring and review of any Travel Plan in accordance with the requirements therein;
- b. To provide support and advice to the Travel Plan Co-ordinator in implementing the Travel Plan;
- c. To return any unexpended Travel Plan Bond (with accrued interest) to the Owner at the end of the Monitoring Period;
- d. To spend any Remedial Payment, whether paid by the Owner or from the Travel Plan Bond only on Remedial Measures;

21. Hoppla Bus Provision

The Owner hereby covenants with the Council as:

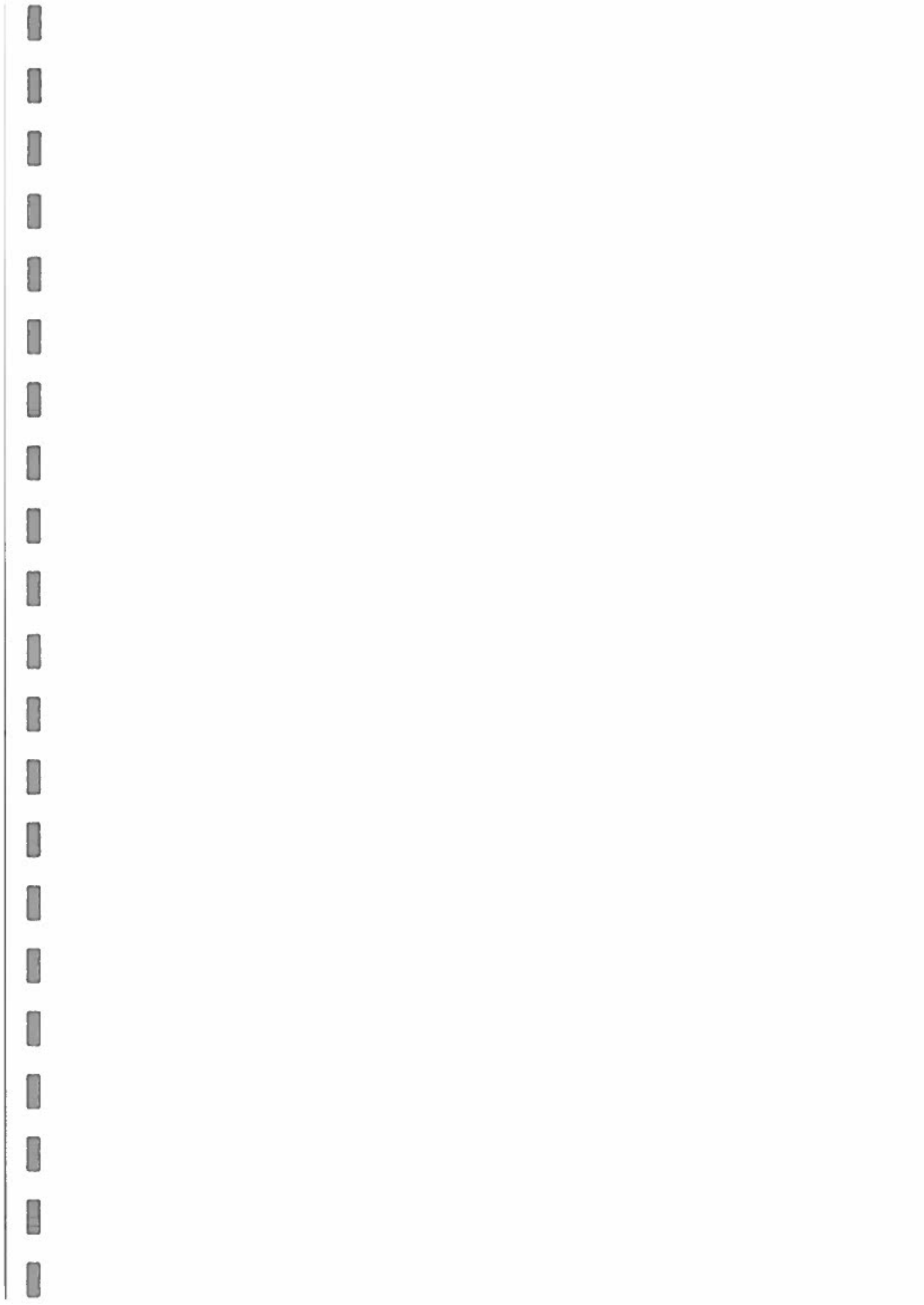
- a) Prior to Commencement of Development the Owner shall submit the Hoppla Bus Strategy to the Council for approval.
- b) Not to commence development until the Hoppla Bus Strategy has been submitted to and approved in writing by the Council;
- c) Following approval of the Hoppla Bus Strategy, the Owner shall ensure that such strategy is observed and performed for the lifetime of the development.
- d) The Owner shall make such revisions to the Hoppla Bus Strategy as may be agreed with and reasonably required by the Council from time to time and shall observe any such reasonable revisions throughout the lifetime of the development.



SCHEDULE 7
HOSPITALITY TRAINING

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

1. Prior to Occupation of the Development to submit the Hospitality Training Strategy to the Council for written approval.
2. Not to Occupy or cause or allow or permit to be Occupied any part of the Development before the Hospitality Training Strategy has been submitted to and approved in writing by the Council.
3. To make amendments to the approved Hospitality Training Strategy from time to time as reasonably required by the Council.
4. To observe and perform the requirements, recommendations and principles of the approved Hospitality Training Strategy for the lifetime of the Development.
5. The Hospitality Training Strategy shall not be required where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Hospitality Training Contribution in lieu of provision of the Hospitality Training Strategy. In the event that the parties agree that the Hospitality Training Contribution is due this shall be paid to the Council prior to Commencement of Development.

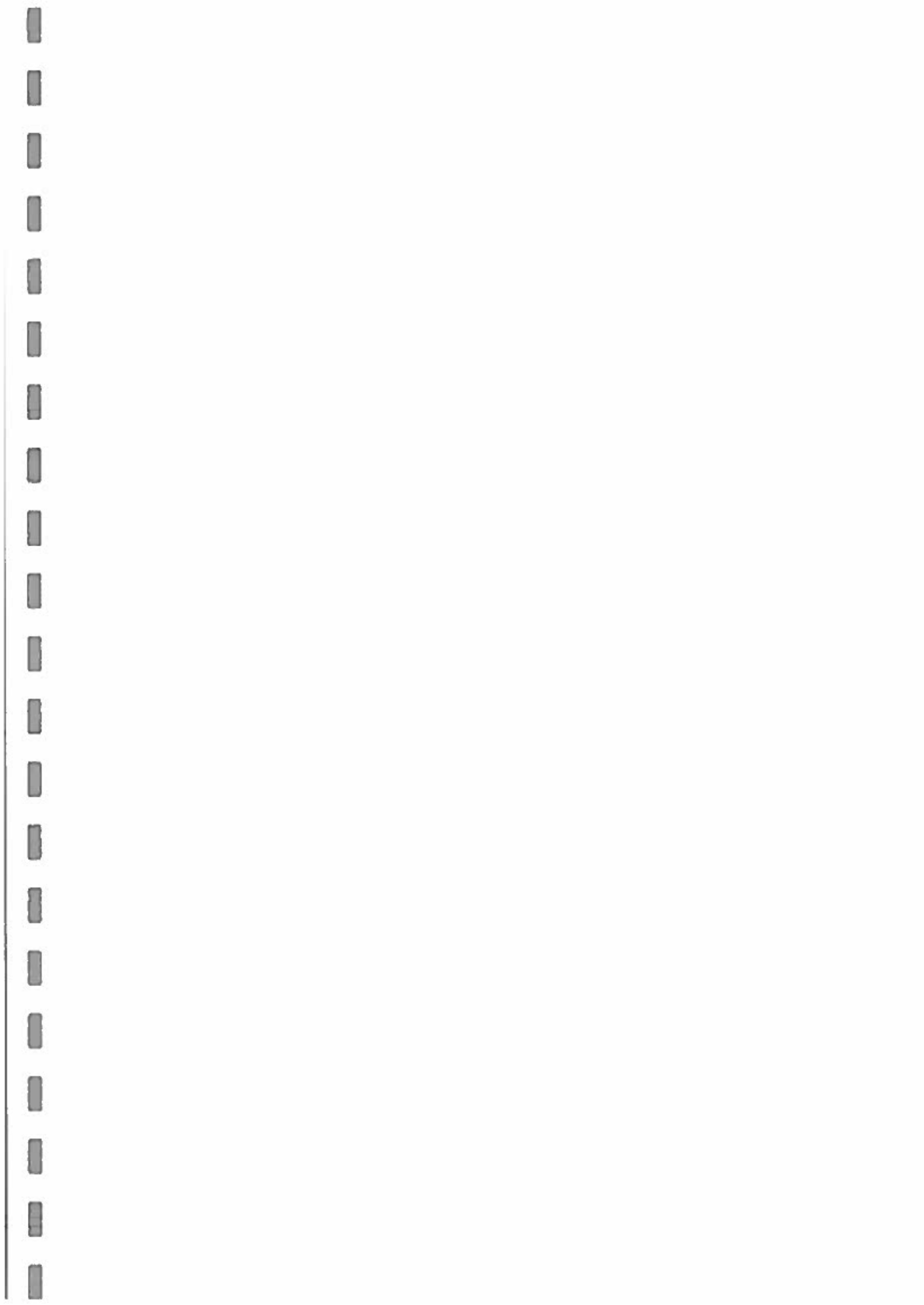


SCHEDULE 8

PARKING MANAGEMENT PLAN

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

1. Prior to Commencement of the Development to submit for the Council's written approval a Parking Management Plan for the construction period.
2. To incorporate in the Parking Management Plan or any review of the Parking Management Plan any reasonable comments as made in writing by the Council provided such comments are made within a period of 28 days from the date of submission of the draft Parking Management Plan or the date of submission of any review of the Parking Management Plan for the construction period.
3. To implement and comply at all times at its own expense with the terms of the approved Parking Management Plan.
4. Not to Commence or permit or cause to be Commenced any part of the Development unless the Parking Management Plan has first been approved in writing by the Council.



APPENDIX I
FORM POI

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:

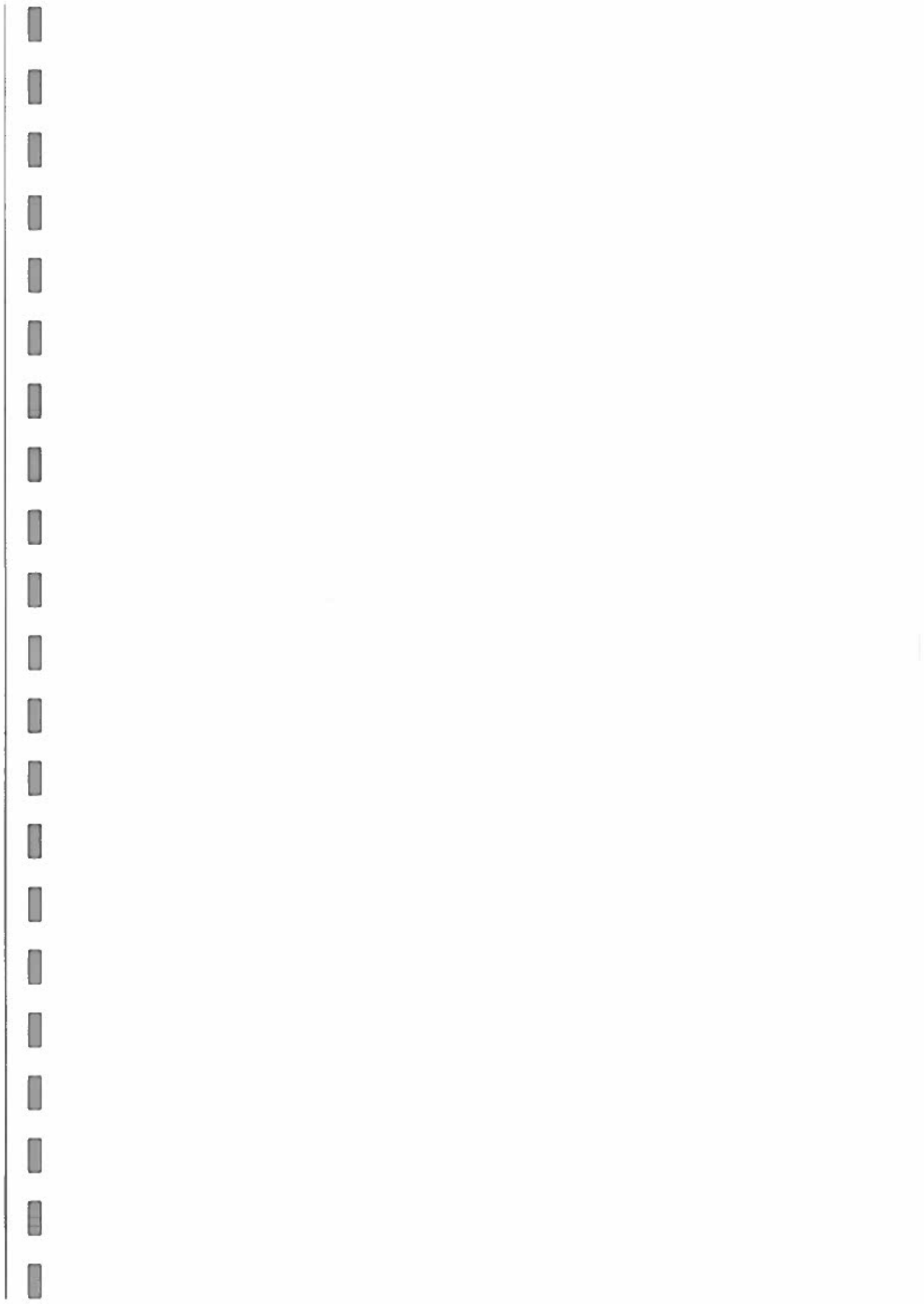
DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS:

DATE OF IMPLEMENTATION OF DEVELOPMENT:

SECTION 106/278 OBLIGATION:



MAINTENANCE COSTS (COMPUTED SUM)

OTHER COSTS (IDENTIFY):

LEGAL COSTS:

PLANNING COSTS:

COST CODE:

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

FOR COUNCIL USE

SPECIFIED IN THE AGREEMENT

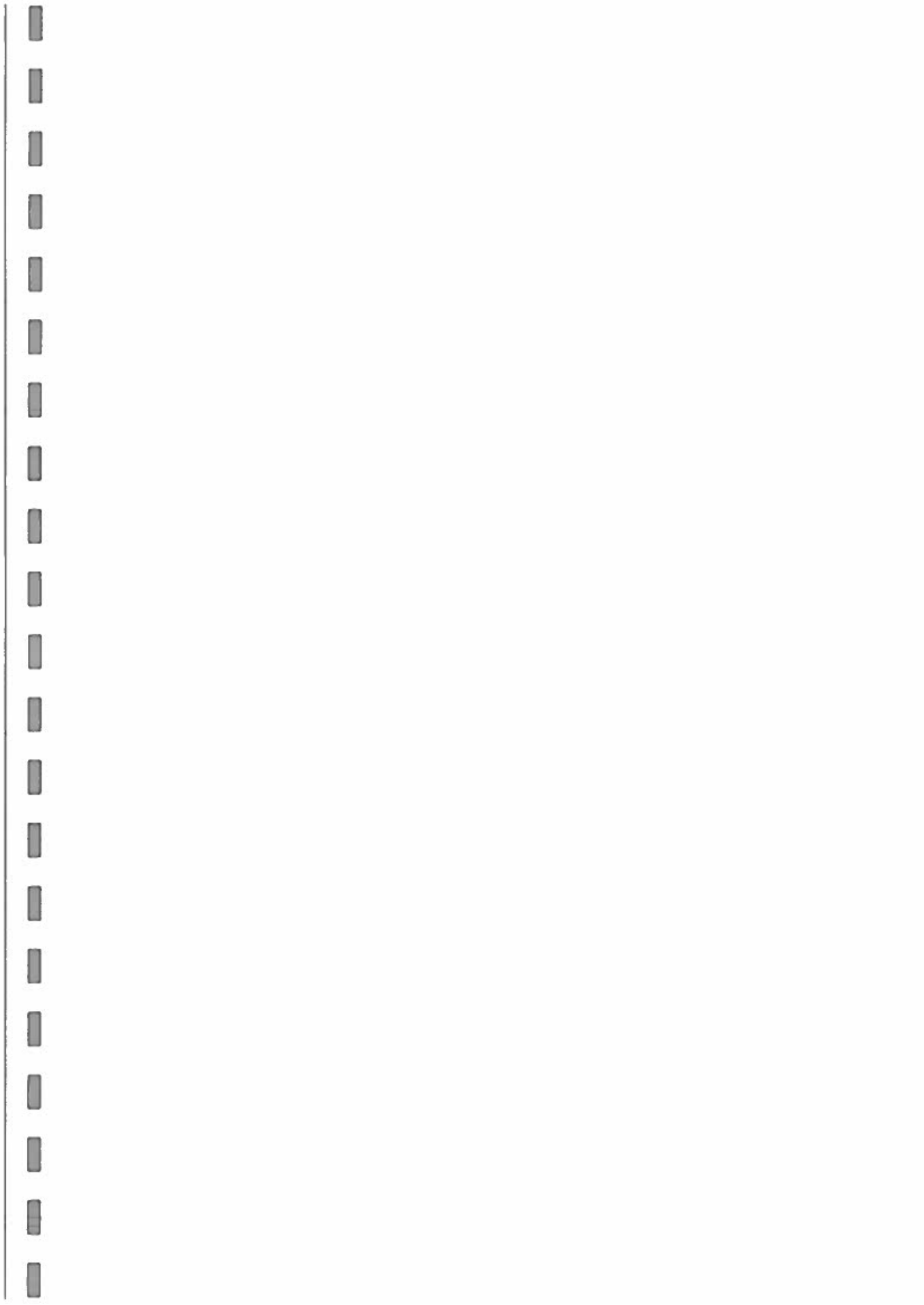
“FIRST NOTICE” PLEASE ATTACH THE “FIRST PAYMENT” AS

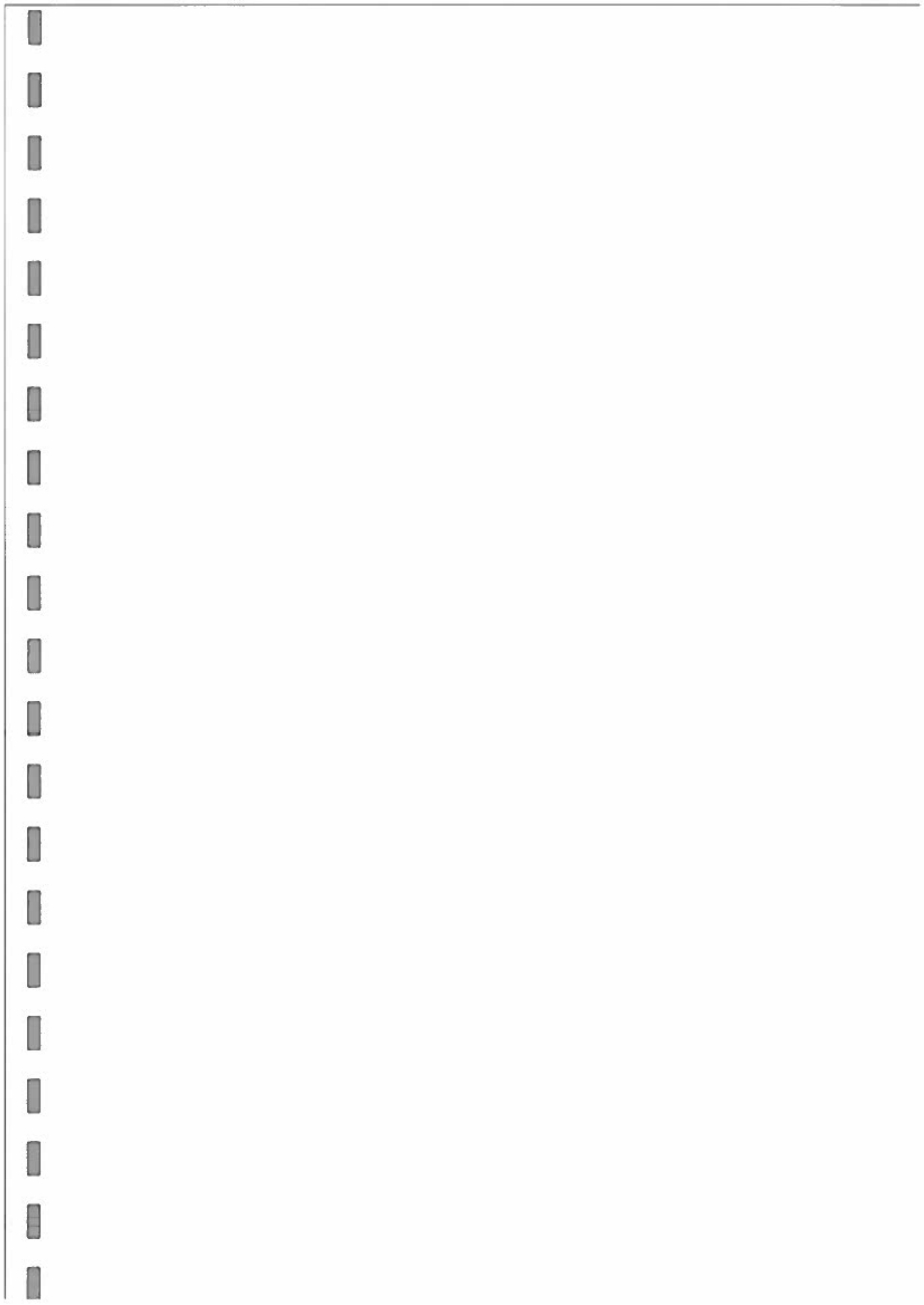
TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"

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

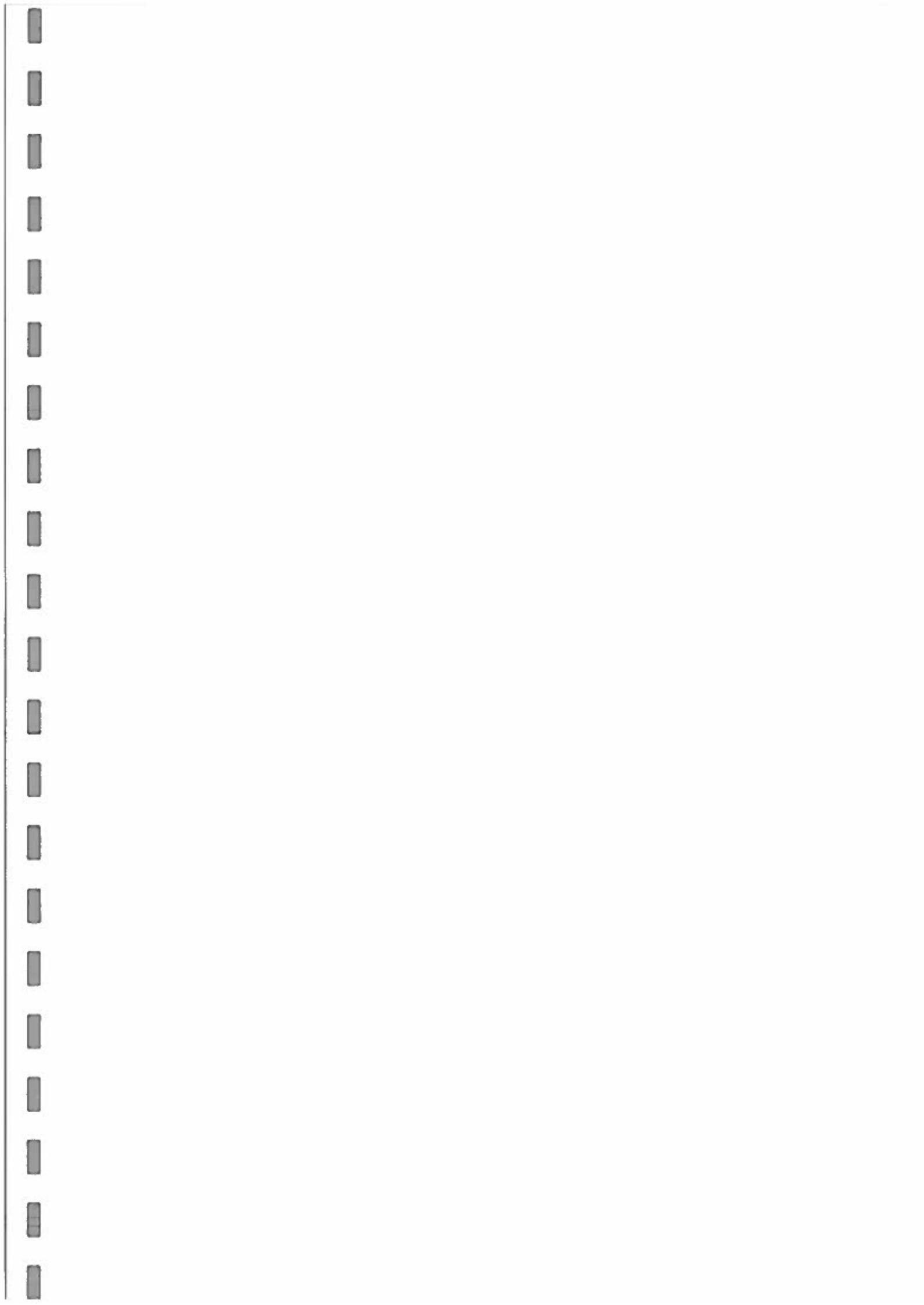
(!) NOTIFIED TO THE COUNCIL:

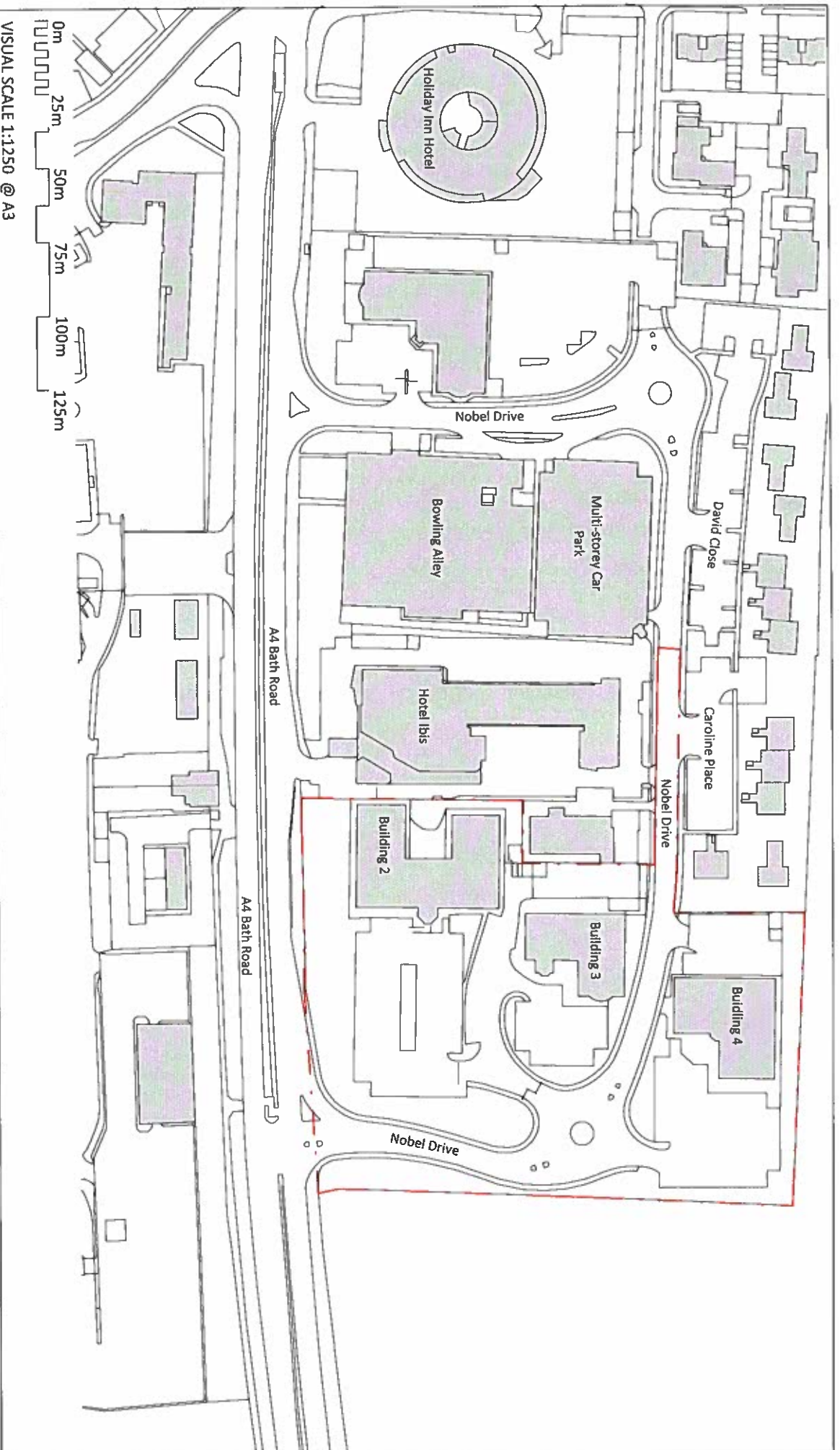
(!!) SUBMITTED TO THE COUNCIL WITH THIS FORM:





APPENDIX 2
PLAN





VISUAL SCALE 1:1250 @ A3

NOTES

CONSULTANTS

- Refer to highways consultant's drawings for details
- Refer to landscape consultant's drawings for details
- Landscaping layout is indicative only

AREAS

- Refer to area schedule



Rev	Notes	Date	By	Auth
P6	Planning Issue	06/12/2018	MM	DM
P8	Red Line Boundary Amended	22/02/2019	MM	DM

ColladoCollinsArchitects

17-19 Foley Street
London W1W 6DW
T 020 7580 3490
F 020 7580 2917
info@colladocollins.com
www.colladocollins.com

Date: 29/11/18

Drawn By: MM

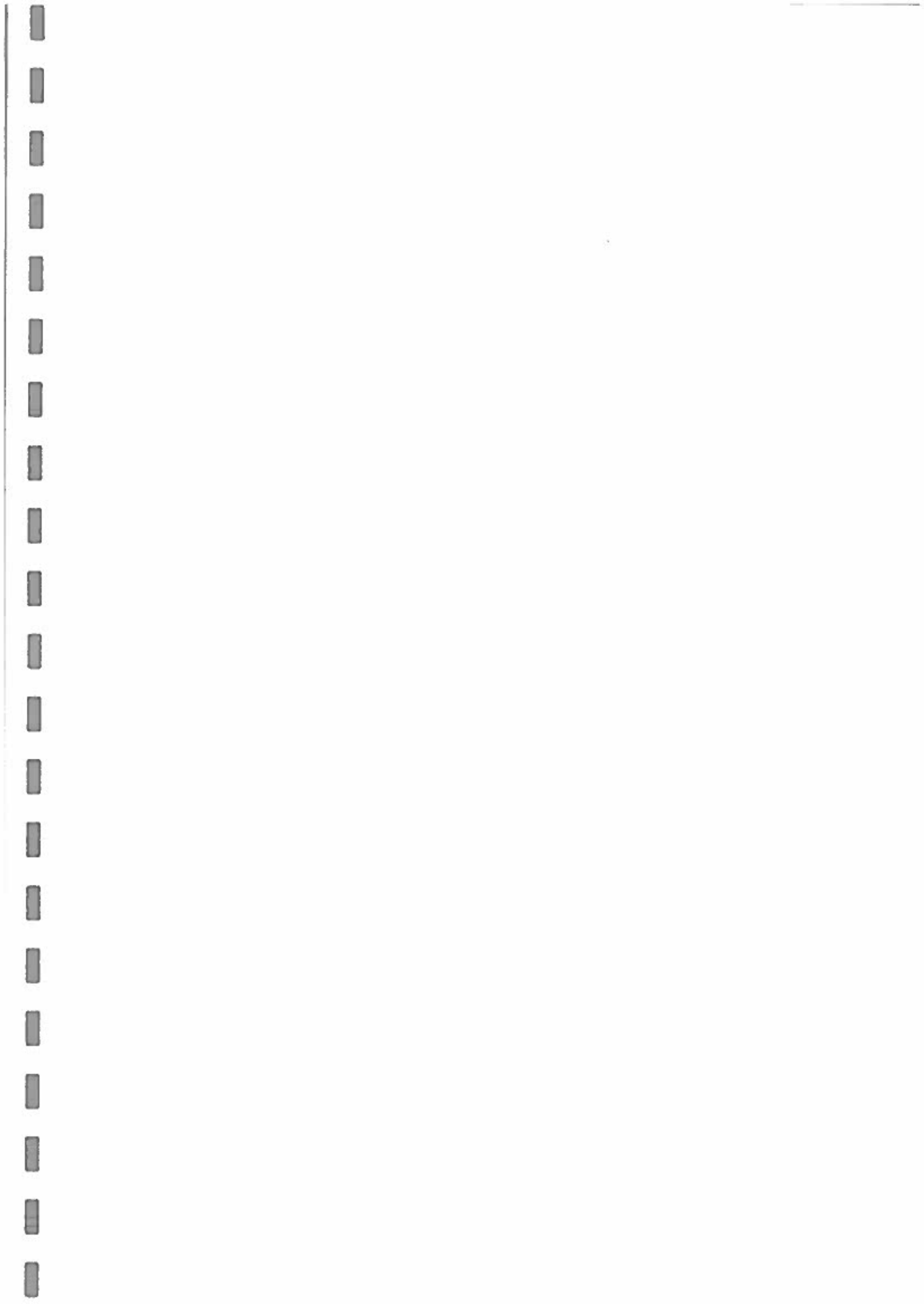
Checked By: DM

Scale @ A3: 1:1250

CAD File No:

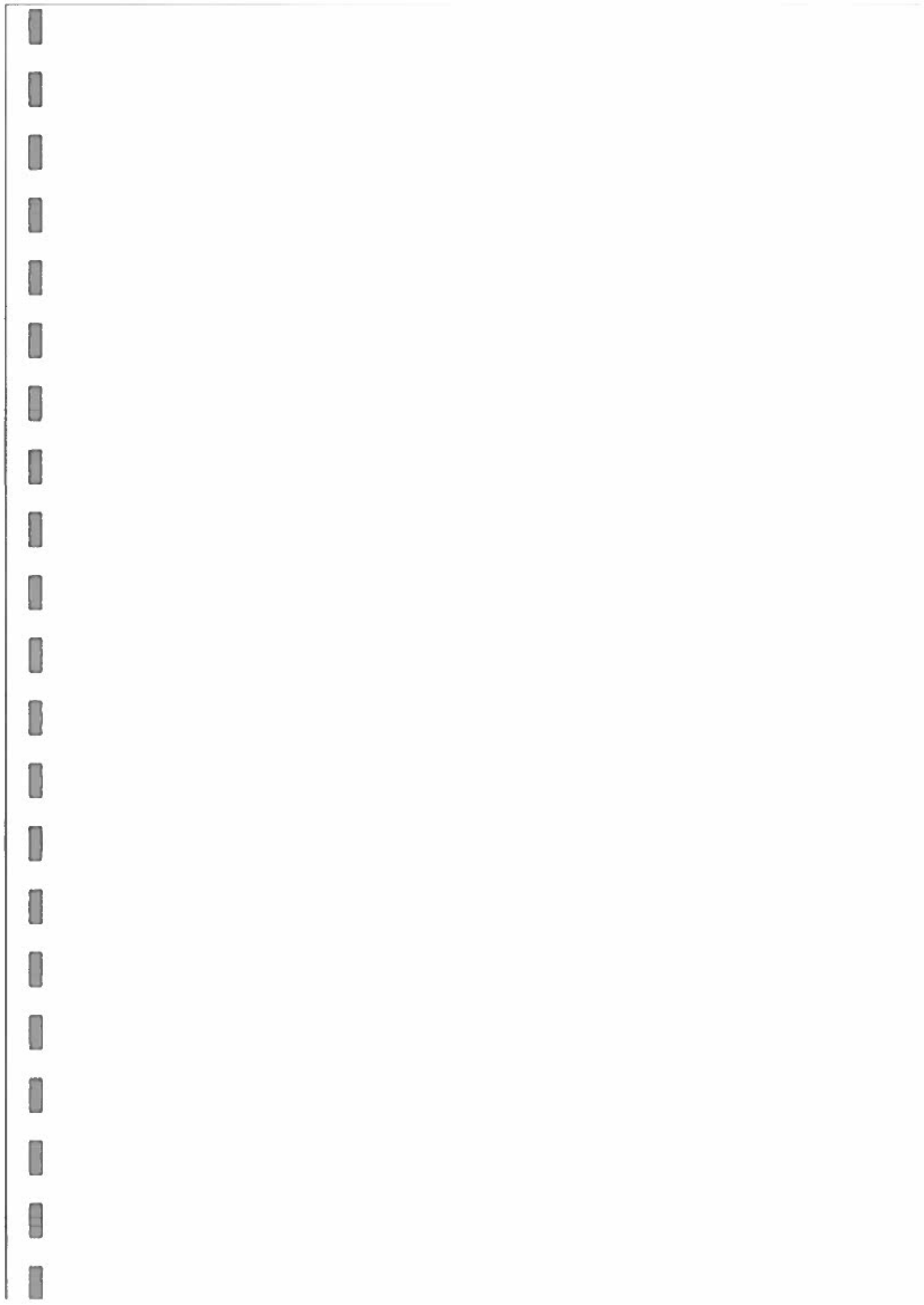
BMR Property Group
Status Park, Heathrow
Site Location Plan

PLANNING
18032 **EO-001**



APPENDIX 3

DRAFT PLANNING PERMISSION



DRAFT

Application Ref: 74423/APP/2018/4437

Mr Chris Brady
Savills
33 Margaret Street
London
W1G 0JD

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:

Redevelopment of the existing car park to provide a 6-storey building comprising 140-room hotel (Use Class C1) including the reconfiguring of car parking spaces across the site to secure 1:1 parking for the residential buildings (Buildings 2, 3 and 4), associated access, car parking and hard and soft landscaping.

Location of development: Land At Status Park Nobel Drive Harlington

Date of application:

19 December 2018

Plan Numbers:

See attached Schedule of plans

Permission is subject to the condition(s) listed on the attached schedule:-
Draft Decision Notice produced: 28 January 2020

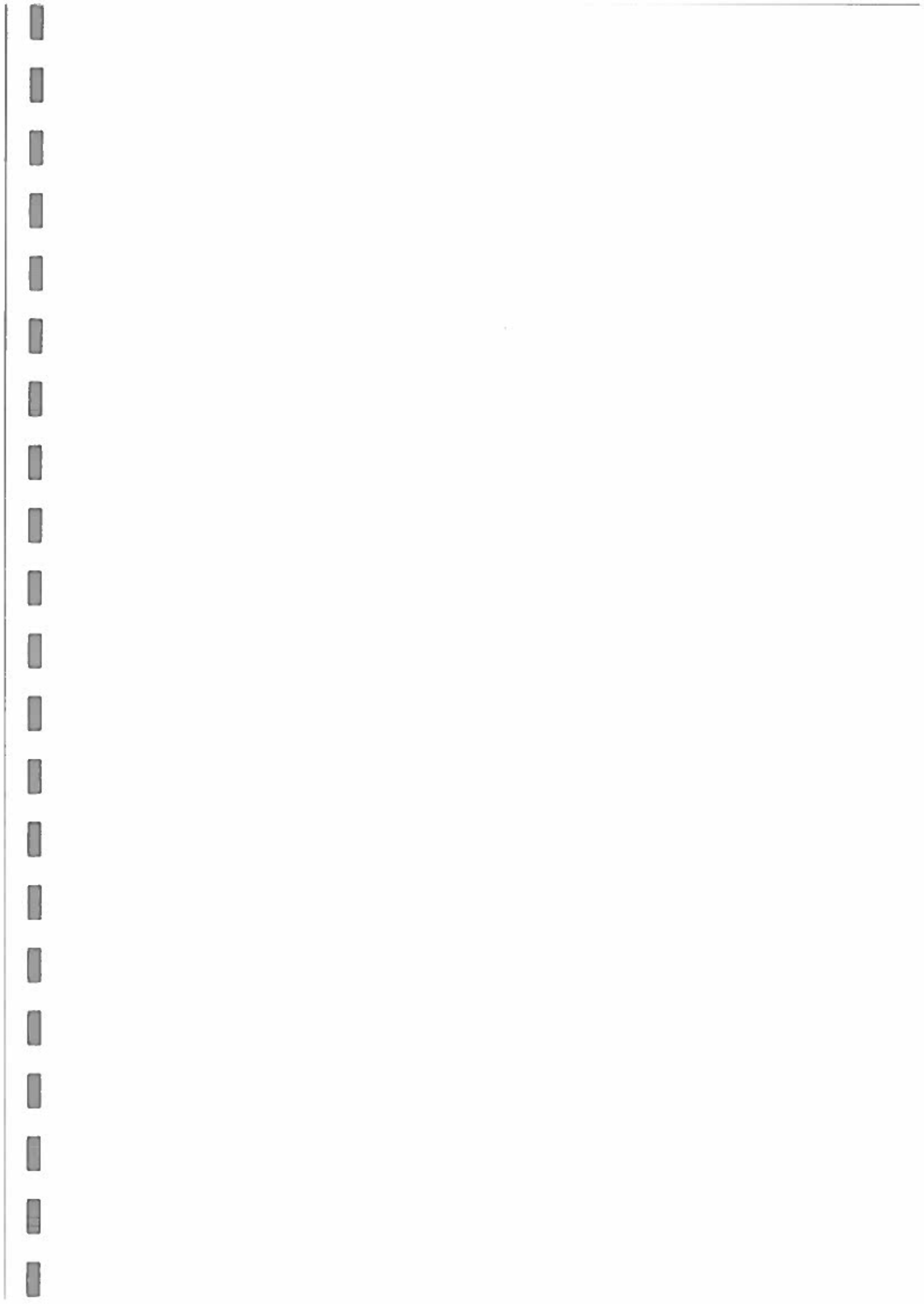
Checked by:.....
Date:.....

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: 74423/APP/2018/4437

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.

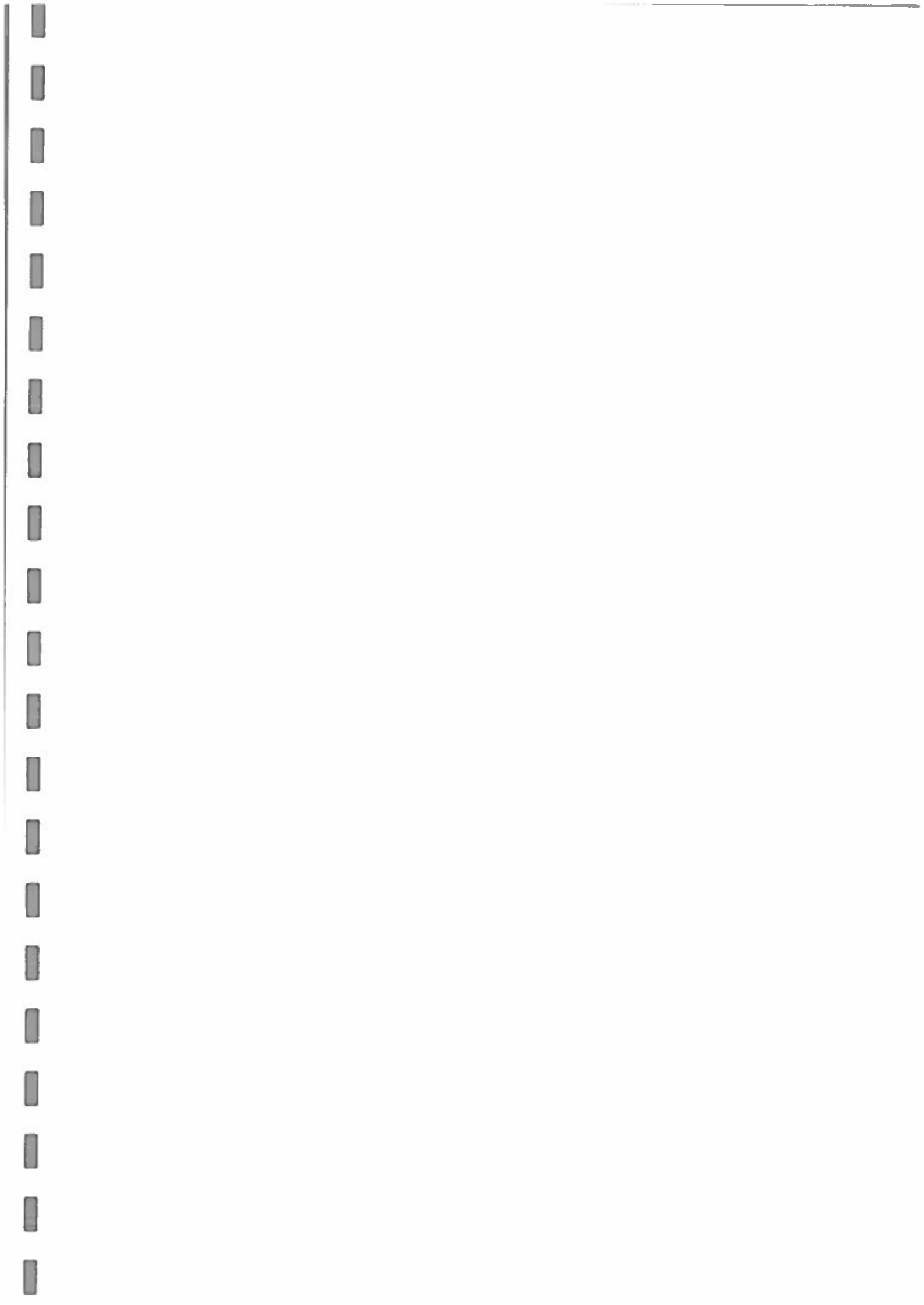
2. The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers:-

18032-P0-001 Rev. P11
18032-P1-100 Rev. P11
18032-P1-101 Rev. P10
18032-P1-102 Rev. P10
18032-P1-103 Rev. P10
18032-P1-104 Rev. P10
18032-P1-105 Rev. P10
18032-P4-100 Rev. P10
18032-P3-100 Rev. P6
18032-P2-100 Rev. P6
18032-P1-106 Rev. P6

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), Local Plan: Part Two (2020) and the London Plan (March 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 plans and/or documents:

Covering Letter dated 13-12-18

Design and Access Statement Ref: 44303/2001 | Rev. 2

BD 0205 SD 101 R02

BD 0205 SD 102 R02

BD 0205 SD 801 R03

Transport Assessment

Travel Plan

Arboricultural Report Impact Assessment and Method Statement

10074 All Tree Plans

Daylight and Sunlight Assessment for Planning

Environmental Noise Survey and Acoustic Design Statement Report

Energy and Sustainability Statement Issue 1

Sustainability Statement Issue 3

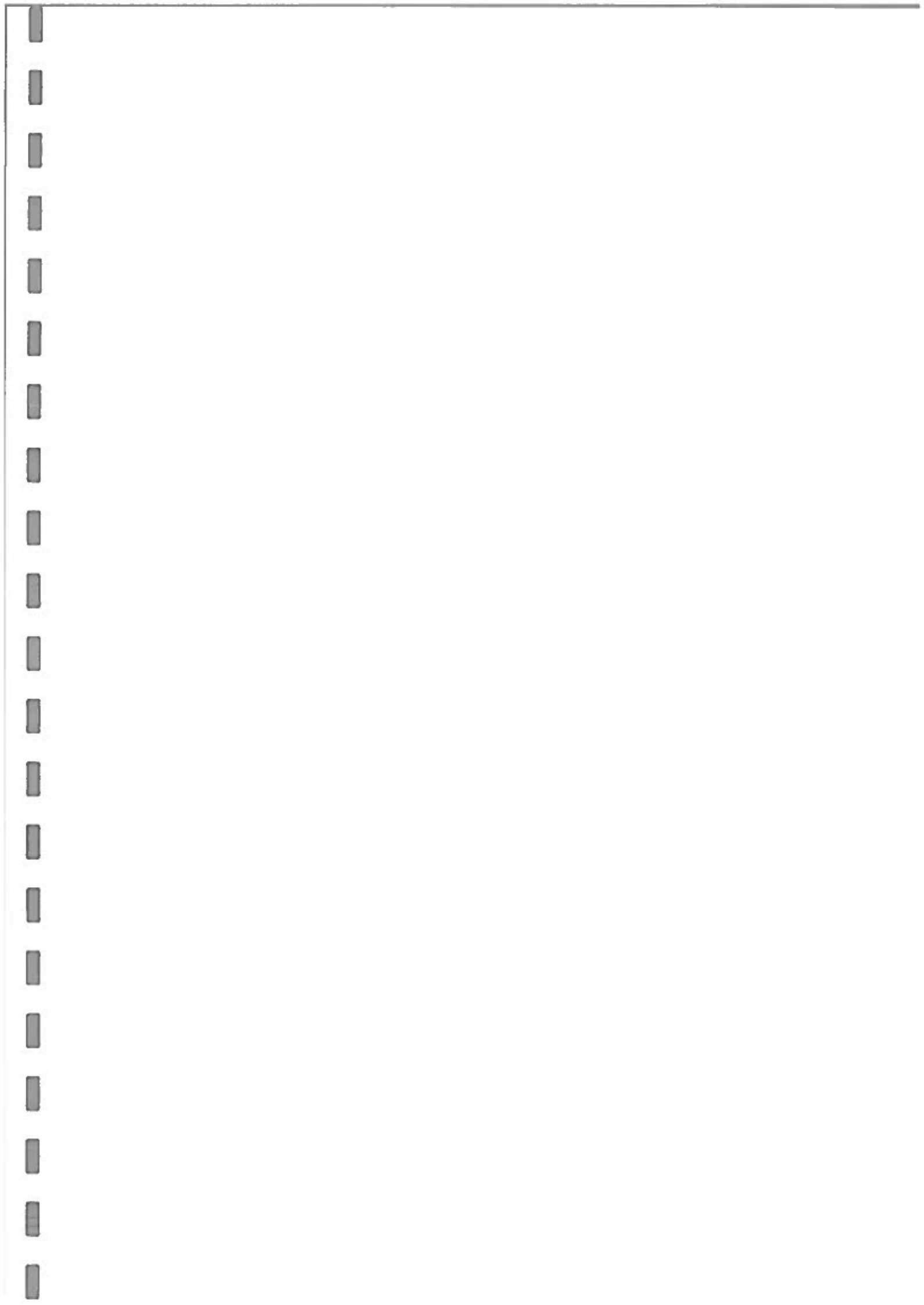
Drainage Statement

Air Quality Assessment

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

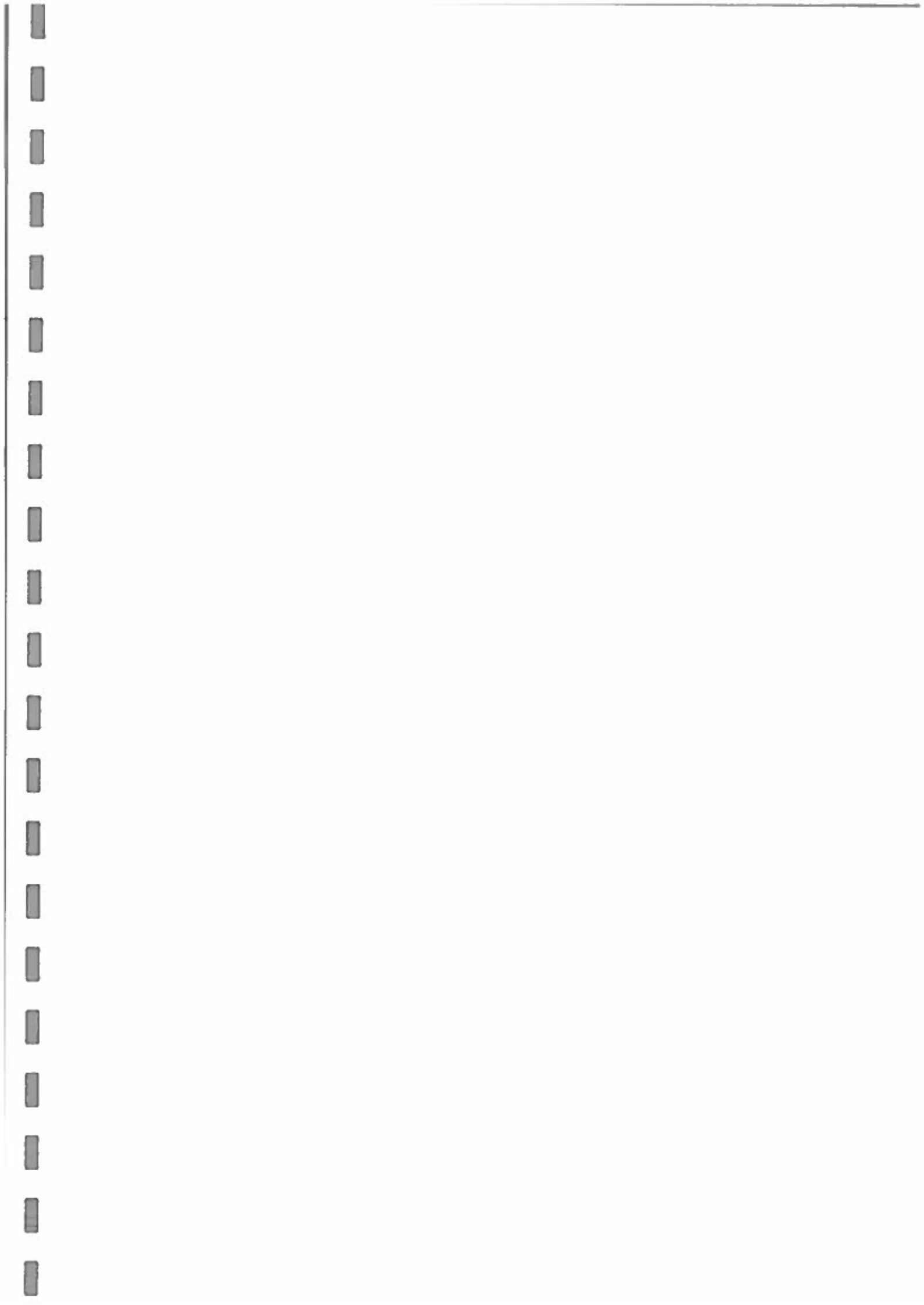
REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), the Hillingdon Local Plan: Part 2 Development Management Policies (January 2020) and the London Plan (2016).



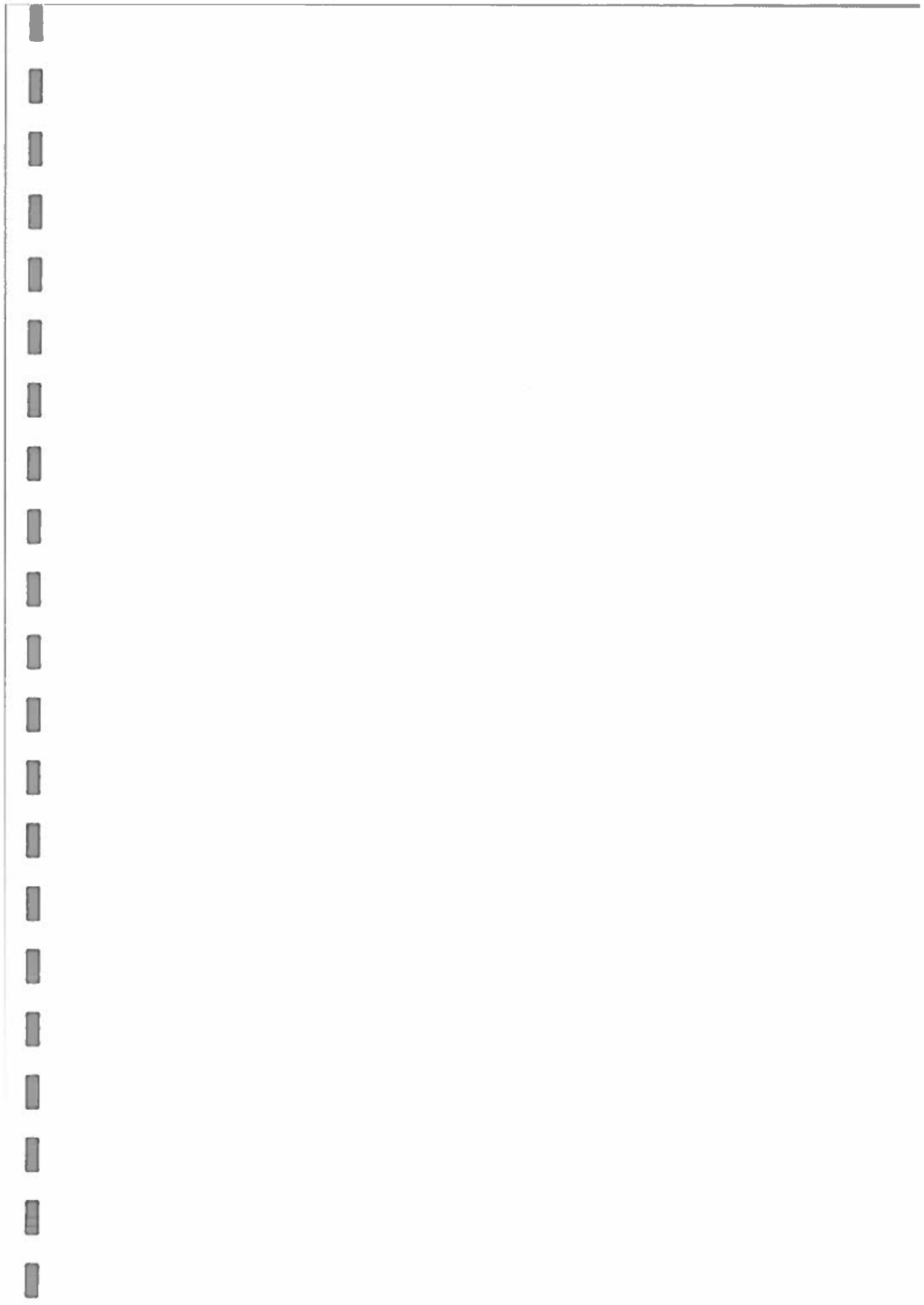
SCHEDULE OF CONDITIONS

4. Prior to works above damp proof 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 to include semi mature pollution absorbing trees (at not less than a scale of 1:100),
 - 1.b Written specification of planting and cultivation works to be undertaken,
 - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate
 2. Details of Hard Landscaping
 - 2.a Refuse Storage
 - 2.b Means of enclosure/boundary treatments
 - 2.c Car Parking Layouts for the hotel showing 28 car parking spaces, 2 active electric charging points and 2 easily convertible passive charging
 - 2.d Hard Surfacing Materials
 - 2.e External Lighting
 - 2.f End of journey facilities (showers/changing facilities and lockers for staff).
 3. Details of Landscape Maintenance
 - 3.a Landscape Maintenance Schedule for a minimum period of 5 years.
 - 3.b Proposals for the replacement of any tree, shrub, or area of surfacing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
 4. Schedule for Implementation
 - 4.a Existing and proposed functional services above and below ground
 - 4.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 BE13, BE38 and AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policies DMHB 11 and DMHB 14 of the Local Plan: Part Two (2020) and 5.17 (refuse storage) of the London Plan (March 2016).



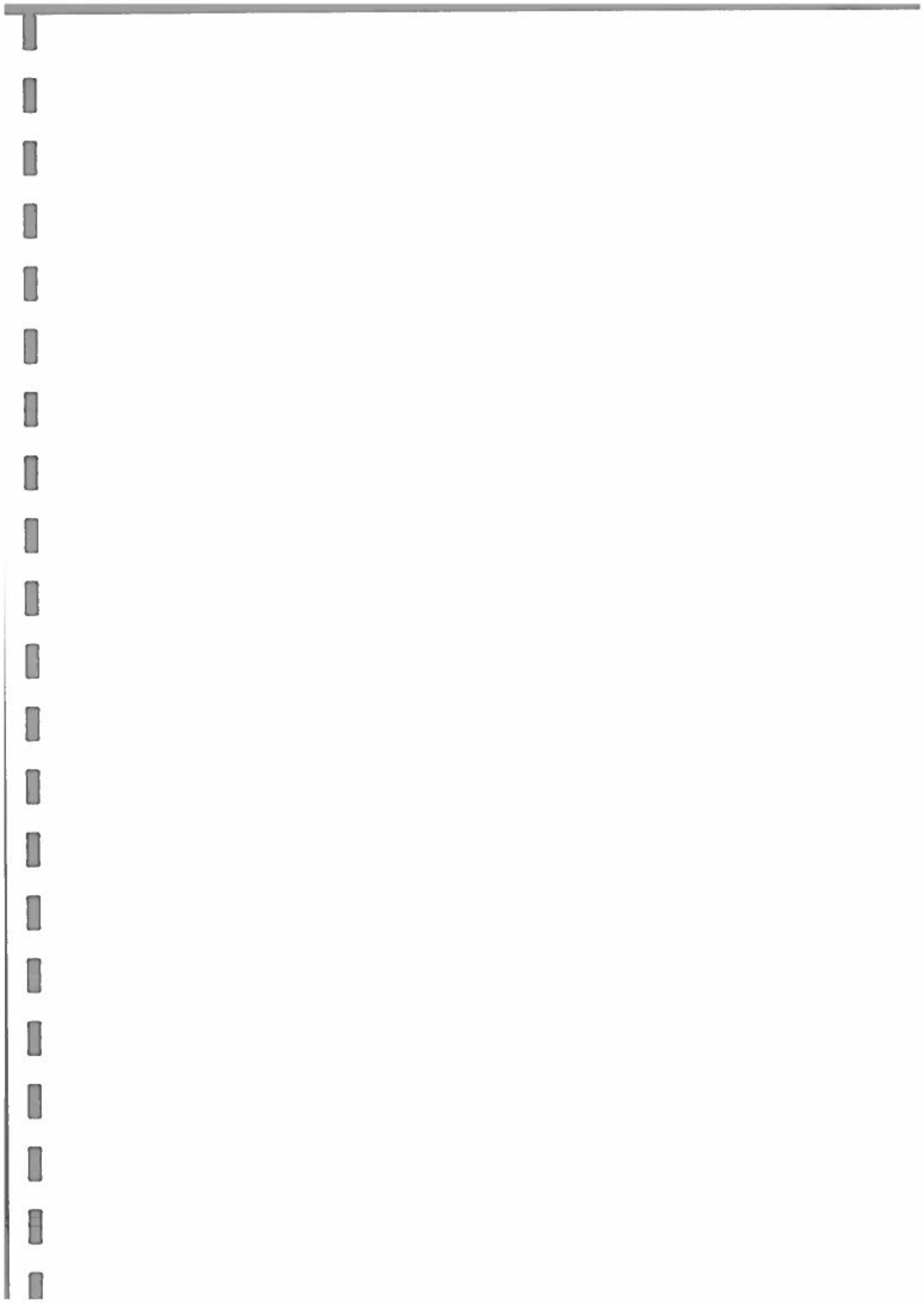
SCHEDULE OF CONDITIONS

5. Trees, hedges and shrubs shown to be retained on the approved plan 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 BS 3998:2010 'Tree work - Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.
- REASON**
- To ensure that the trees and other vegetation continue to make a valuable contribution to the amenity of the area in accordance with policy BE38 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policy DMHB 14 of the Local Plan: Part Two (2020) and to comply with Section 197 of the Town and Country Planning Act 1990.
6. Prior works above damp course proof level, samples of brick and details of all materials and external surfaces shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.
- Details should include information relating to make, product/type, colour and photographs/images.
- REASON**
- To ensure that the development presents a satisfactory appearance in accordance with Policy BE13 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DMHB 11 of the Local Plan Part Two (2020).



SCHEDULE OF CONDITIONS

- 7 · The site (including the car parks) 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

8. Prior to commencement (excluding demolition and site clearance) a scheme for the provision of sustainable water management in accordance with the proposals submitted in the PBA/Stantec Drainage Statement dated December 2018 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 incorporating a Sustainable Drainage System (SuDS) scheme in accordance with the hierarchy set out in Policy 5.13 of the London Plan. The scheme should provide information on:

- a) SuDS features:
- a ground investigation must be provided to establish the level of groundwater on the site, to demonstrate the suitability of infiltration techniques proposed on the site by providing the results of infiltration testing in line with BRE Digest 365, and to confirm the suitability of infiltration drainage based on any encountered contamination.
 - include calculations to demonstrate the volume of storage and size of drainage features required to control surface water for a range of storm duration and rainfall intensities for events up to and including the critical 1 in 100 plus 40% climate change rainfall event.
 - provide a plan showing the route surface water will take through the development for rainfall events exceeding the 1 in 100 year event. Where it is intended to store water on the ground surface, the maximum extent of overland flooding should be mapped and include details on flow paths, depths and velocities. Safe access and egress for the site must be demonstrated.
 - discharge from the site must be no greater than 3/s at a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus 40% climate change.

- b) Long term management and maintenance of the drainage system.
- provide a Management and Maintenance Plan for the drainage system that includes clear plans showing all of the drainage network above and below ground and identifies the responsibility of different parties for each component of the drainage network.
 - include details of the necessary inspection regimes and maintenance frequencies.
 - where managed flooding of the ground surface is proposed, the plan should include the appropriate actions for those areas and document the actions required to ensure the safety of the users of the site during a rainfall event.

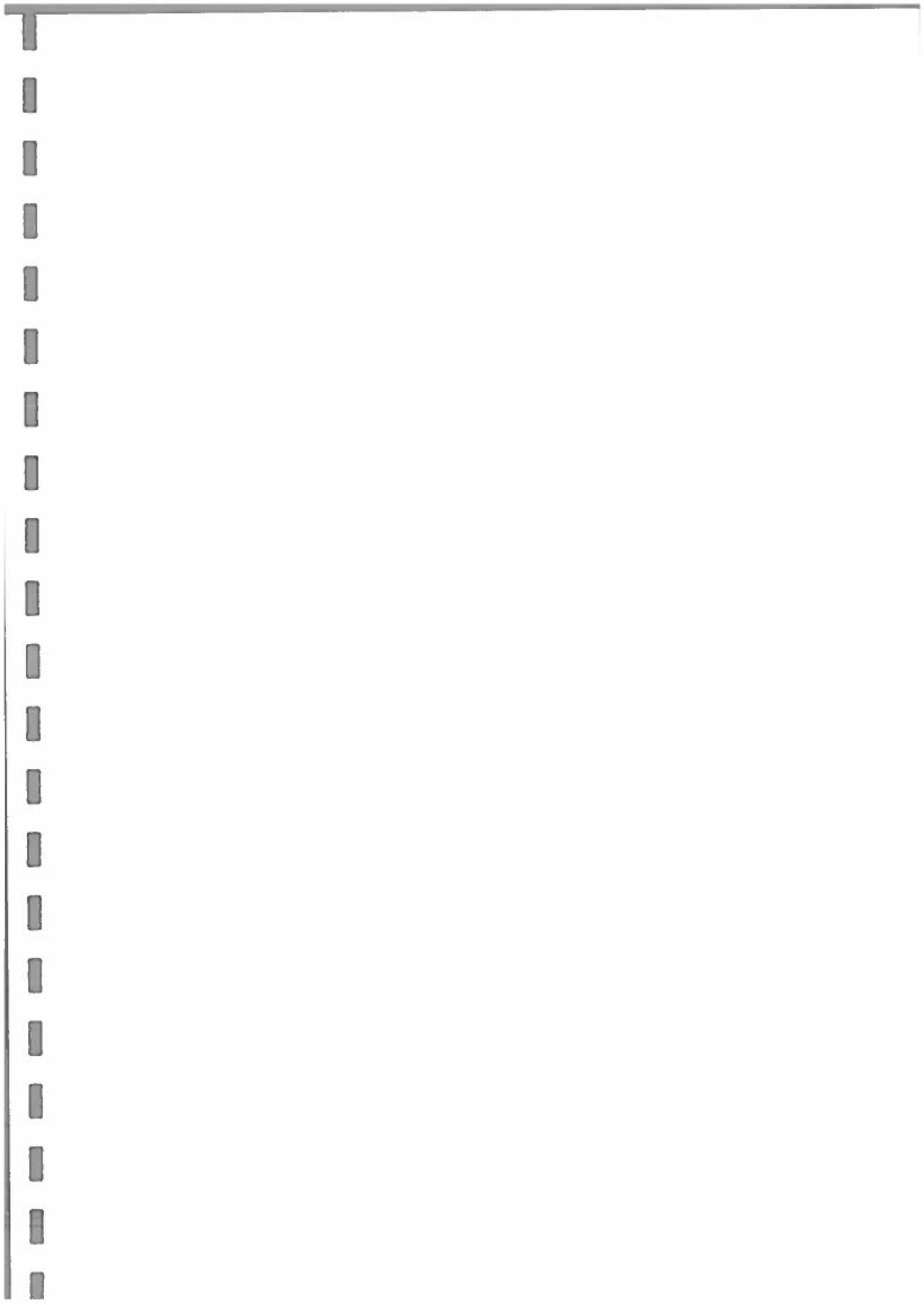
- c) Minimise water use.

- incorporate water saving measures and equipment.
- provide details of how rain and or grey water will be recycled and reused in the development.

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

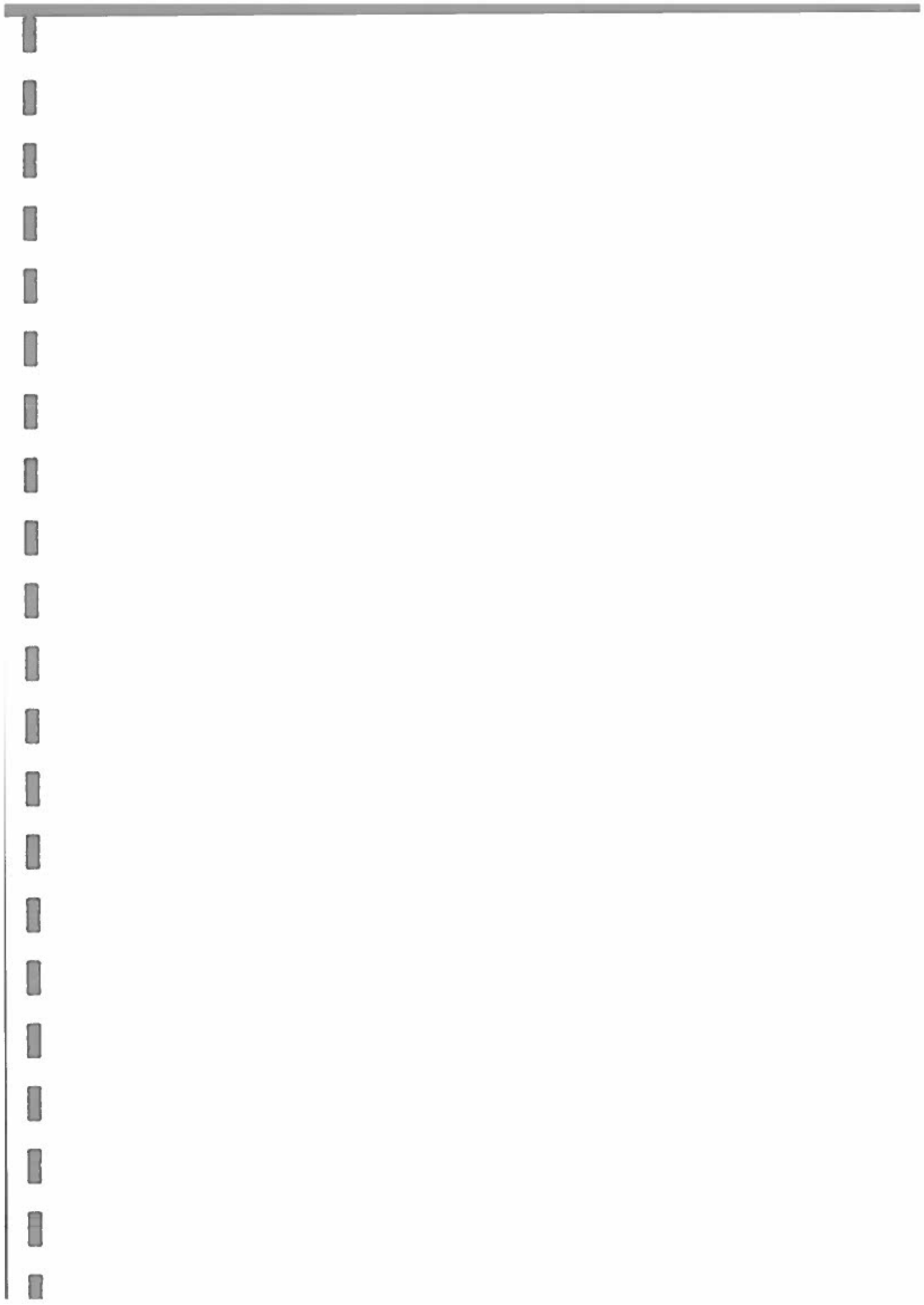
REASON

To ensure the development does not increase the risk of flooding in accordance with Policy OE8 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policies DME1 9, DME1 10, and DME1 9 of the Local Plan: Part Two (2020) and London Plan (2016) Policy 5.12.



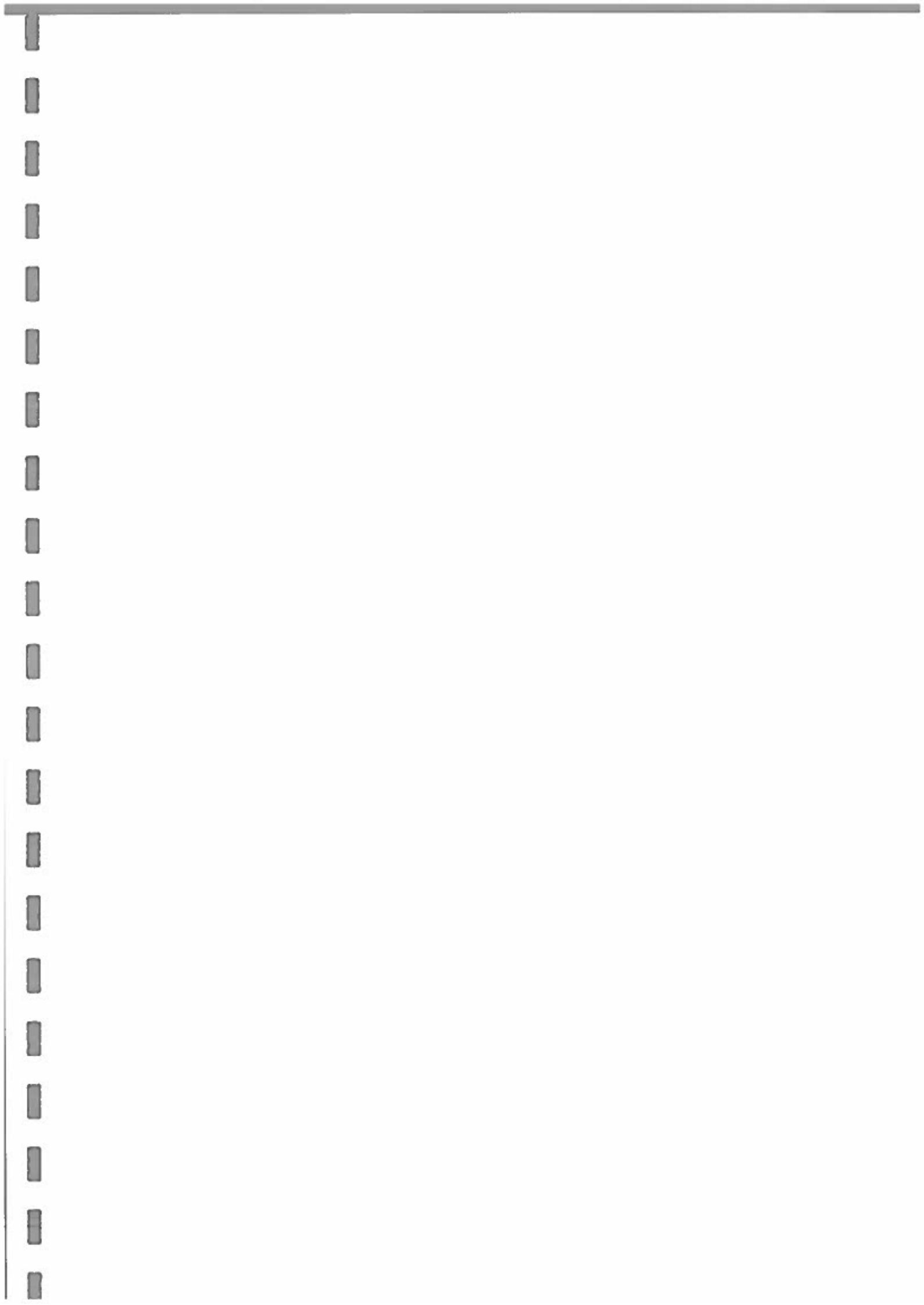
SCHEDULE OF CONDITIONS

- 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 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 in consultation with Transport for London. This document should consider measures such as a delivery booking system, off-site fabrication, consolidation of deliveries and co-operation between construction sites in the area (including common procurement). 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 adjoining A4 Bath Road and minimize emissions, in accordance with Policy AM7 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012), Policy DME1 14 of the Local Plan: Part Two (2020) and Policy 7.14 of the London Plan (March 2016).
- 10 · The car parking facilities provided at the hotel shall be used by hotel guests only and strictly for the duration of their stay at the hotel. Prior to occupation of the development, a car parking management plan and strategy shall be submitted to demonstrate how this will be managed and to ensure the efficient operation of the car park, especially at peak demand periods. The details shall include how car parking spaces for residential units across Status Park have been reconfigured to meet requirements.
- REASON**
- To ensure that the car parking facilities at the site are only used by hotel guests, visitors and staff and to provide a mechanism whereby some of the car parking could provide additional amenity / landscaping space if the overall demand for parking at the site does not materialize, in accordance with Policies A4, BE38, AM2 and AM7 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012), Policies DMT2 or DMT6 of the Local Plan: Part Two (2020), Policies 6.1 and 6.13 of the London Plan (March 2016) and to advice in NPPF to restrain the use of private cars and encourage travel by alternative modes.
- 11 · Prior to the occupation of development details of a Delivery and Servicing Plan which identifies efficiency and sustainability measures to be undertaken once the development is operational shall be submitted to and approved in writing by the Local Planning Authority in consultation with Transport for London. This shall incorporate measures to minimise vehicle deliveries/servicing during am and pm peak hours.
- 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) and Policy DMT 1 of the Local Plan: Part Two (2020).



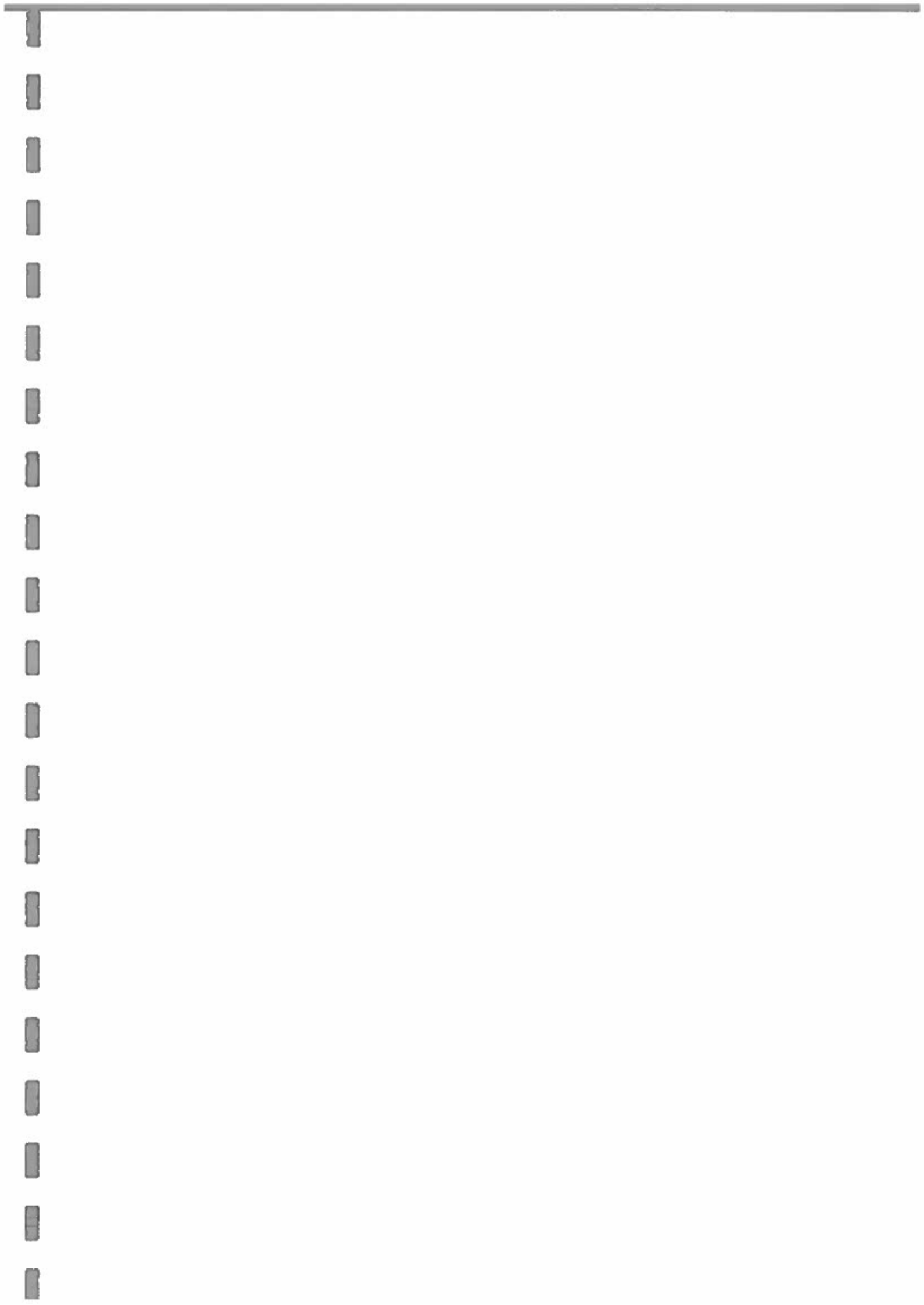
SCHEDULE OF CONDITIONS

- 12 · Notwithstanding the numbers stated in the Transport Statement, prior to occupation, details of the cycle storage provision to include a minimum of 13 long stay and 5 short stay cycle parking within a secure, sheltered and accessible location that meet the requirements in the London Cycle Design Standards shall be submitted to and approved in writing by the Local Planning Authority. Details of supporting facilities should also be provided for long stay cyclists such as lockers, shower and changing facilities.
- The approved parking and supporting facilities shall be retained on site for so long as the development remains in existence.
- REASON**
- To ensure that appropriate cyclist facilities are provided in accordance with Policy 6.9 of the London Plan (March 2016).
- 13 · No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.
- REASON:**
- To ensure that the culvert is in a safe condition for the life time of the development and to prevent an increase in flood risk on site and to third parties, in accordance with policy OE8 of the Local Plan: Part Two - Saved UDP Policies (November 2012) and Policies DME1 10 and DME1 11 of the Local Plan: Part Two (2020).
- 14 · The noise level in rooms at the development hereby approved shall meet the following standards:
- Bedrooms: to meet NR30 between 23:00-07:00hrs
 - Bathrooms: to meet NR 45
 - Corridors: to meet NR 40
 - Hotel Restaurant /cafe/bar:to meet NR 40.
- REASON**
- To ensure that the amenity of the occupiers of the proposed development is not adversely affected by rail traffic, air traffic and other noise in accordance with policy OE5 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DME 5 of the Local Plan: Part Two (2020).



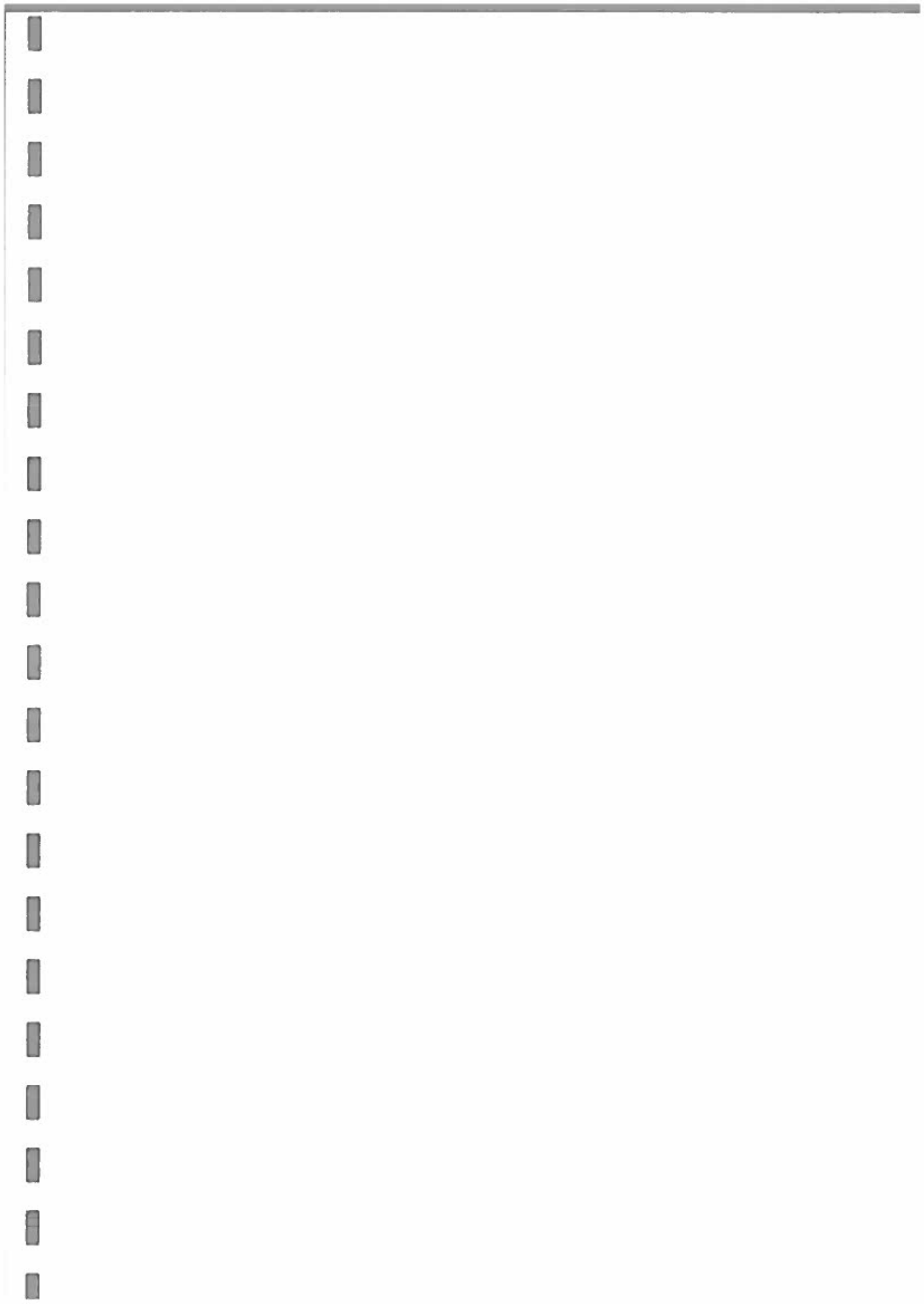
SCHEDULE OF CONDITIONS

- 15 · Prior works above damp proof course level, a Bird Hazard Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The submitted plan shall include details of:
 - Management of any flat/shallow pitched/green roofs on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note 8 'Potential Bird Hazards from Building Design'.The Bird Hazard Management Plan shall be implemented as approved and shall remain in force for the life of the building. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.
- REASON
- It is necessary to manage the flat roofs in order to minimise its attractiveness to birds which could endanger the safe movement of aircraft and the operation of Heathrow Airport in accordance with Policy A6 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012) and Policy DMAV 1 of the Local Plan: Part Two (2020).
- 16 · Lighting schemes required during construction and for the completed development shall be of a flat glass, full cut off design, mounted horizontally, and shall ensure that there is no light spill above the horizontal.
- REASON
- To avoid endangering the safe operation of aircraft through confusion with aeronautical ground lights or glare in accordance with Policy A6 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012) and Policy DMAV 1 of the Local Plan: Part Two (2020).
- 17 · Prior to the occupation of the hotel, details of a scheme to improve site legibility and wayfinding on the site, together with an appropriate lighting strategy, shall be submitted to and approved in writing by the Local Planning Authority.
- The scheme shall be retained and maintained in reasonable working order for the duration of the development.
- REASON
- To ensure that access arrangements to the hotel are clearly marked to ensure efficient use, in accordance with Policy AM7 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012) and Policy DMT5 of the Local Plan: Part Two (2020).



SCHEDULE OF CONDITIONS

- 18 · Prior to works above damp proof course level, full details of the low and zero carbon technology to be used shall be submitted to and approved in writing by the Local Planning Authority. The details shall include the specification and location of the technology to be installed in the plant and the subsequent environmental conditions (emissions for the CHP unit and noise for the heat pumps). The details shall demonstrate how the technology meets the requirements of the outlined energy strategy (Caldwell, V2 January 2018). The development must proceed in accordance with the approved plans.
- REASON
To ensure the development achieves a 35% reduction in CO2 in accordance with Policy 5.2 of the London Plan (March 2016).



SCHEDULE OF CONDITIONS

19 · Prior to commencement

(i) a scheme to deal with contamination has been submitted to the Local Planning Authority (LPA) in accordance with the Supplementary Planning Guidance Document on Land Contamination, and approved by the LPA. All works which form part of the 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 all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:

a) 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; and

(b) A written method statement providing details of the remediation scheme and how the completion of the remedial works for each phase will be verified shall be agreed in writing with the LPA prior to commencement of each phase, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.

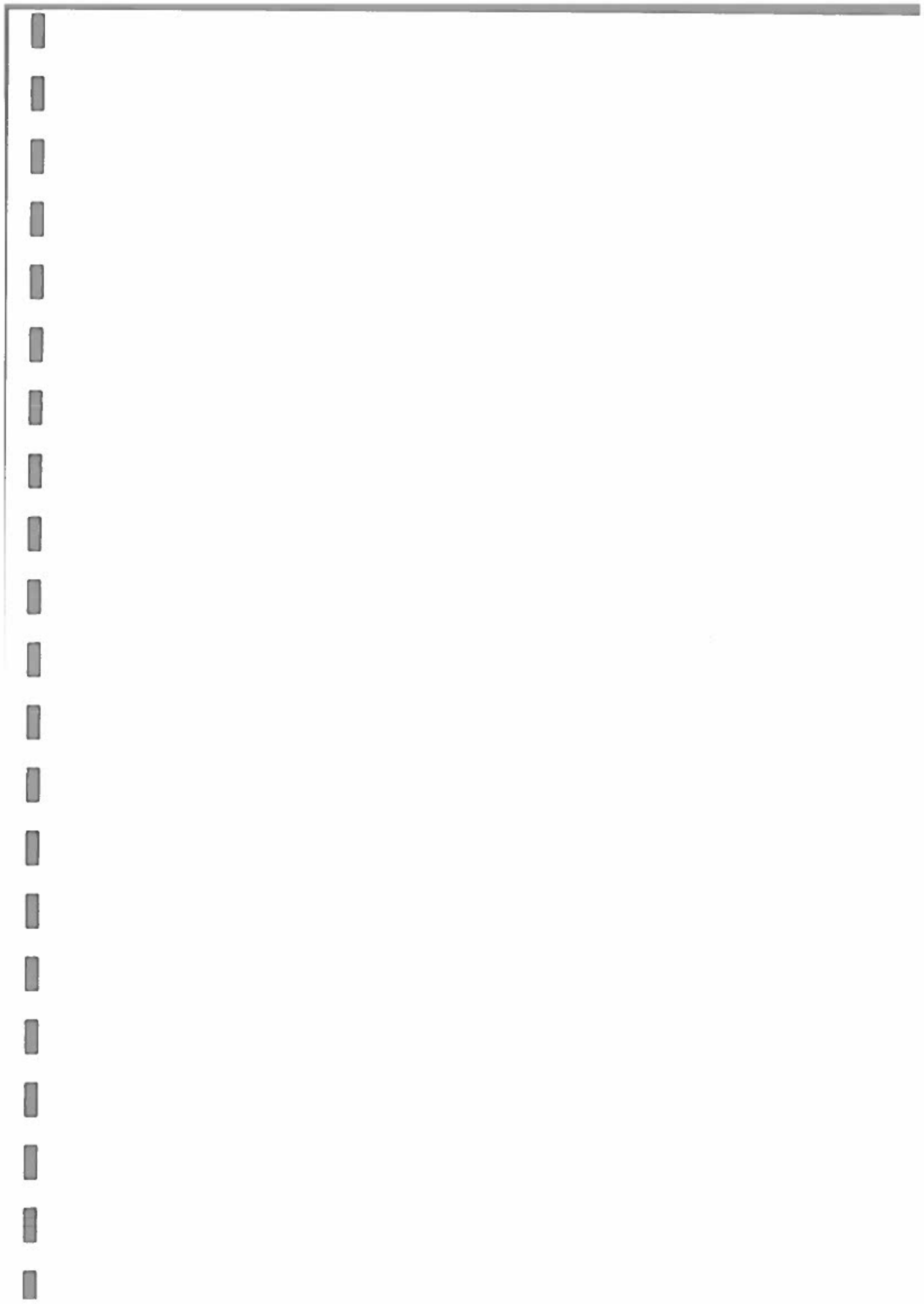
(ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and

(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 report shall include the details of the final remediation works and their verification to show that the works for each phase have been carried out 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 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 results of this testing shall be submitted and approved in writing by the Local Planning Authority. All soils used for gardens and/or landscaping purposes shall be clean and free of contamination.

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) and Policy DME12 of the Local Plan: Part Two (2020).



SCHEDULE OF CONDITIONS

- 20 · Prior to occupation details of a Low Emission Strategy (LES) shall be submitted to, and approved in writing by, the Local Planning Authority. The LES shall include, but not be limited to any CHP or gas boilers associated with the development to conform to the standards for Ultra Low NOx boilers as required in the GLA Sustainable Design and Construction SPG; setting of targets for the use of low/zero emission vehicle technologies for the servicing and delivery vehicles associated with the operation of the hotel; active promotion of cleaner vehicle technologies for all users of the development with targets set for increased trips by zero emission vehicles; this may include consideration of the provision of electric shuttle buses to the airport; enforcement of no idling policy for users of the site.

REASON

To ensure that the operation of the hotel minimises its impact on air quality, in compliance with Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policy DME14 of the Local Plan: Part Two (2020).

- 21 · Notwithstanding the provisions 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 plant, equipment or development/extension shall be installed/undertaken that would increase the overall height of the building hereby permitted unless otherwise agreed in writing by the Local Planning Authority.

REASON

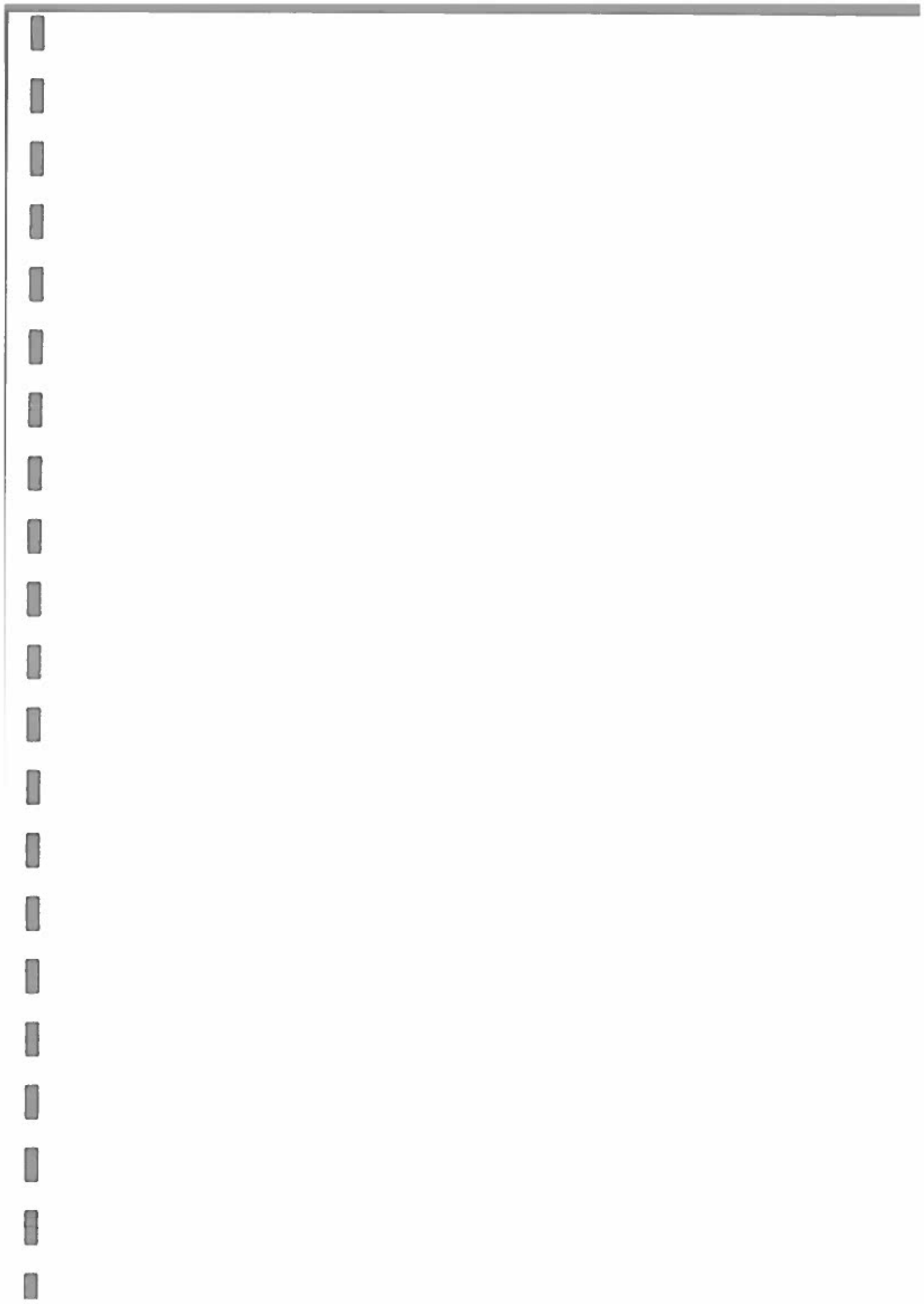
To safeguard the visual amenities/ openness of the surrounding Green Belt and to safeguard the safe operation of Heathrow Airport, in accordance with Policies OL5 and A6 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012) and Policies DMHB 11 and DMAV1 of the Local Plan: Part Two (2020).

INFORMATIVES:

- 1 · The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).

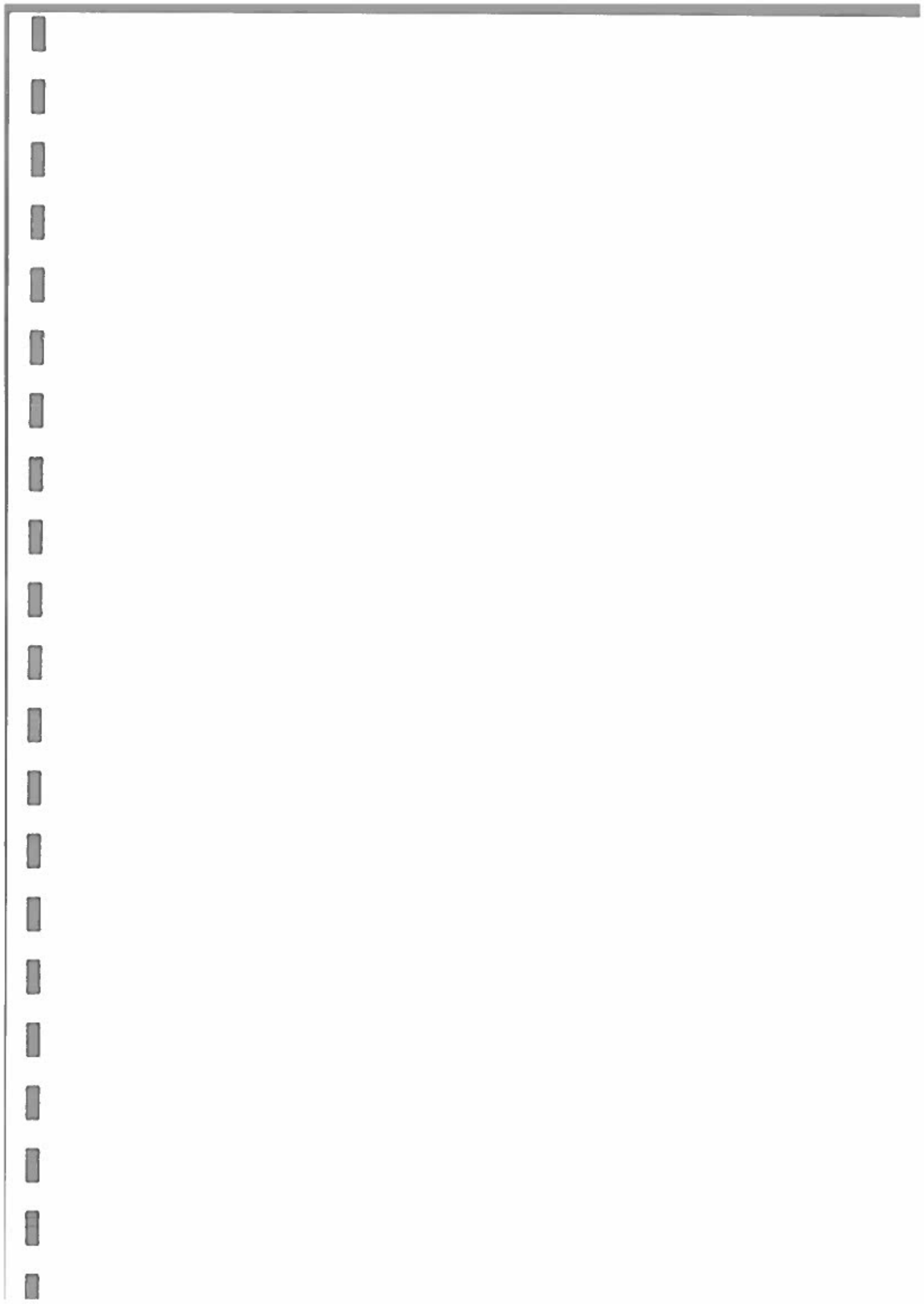
- 2 · The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Unitary Development Plan Saved Policies (September 2007) as incorporated into the Hillingdon Local Plan (2012) set out below, including Supplementary Planning Guidance, and to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

- | | |
|----------|---|
| NPPF- 2 | NPPF-2 2018 - Achieving sustainable development |
| NPPF- 6 | NPPF-6 2018 - Building a strong, competitive economy |
| NPPF- 9 | NPPF-9 2018 - Promoting sustainable transport |
| NPPF- 11 | NPPF-11 2018 - Making effective use of land |
| NPPF- 12 | NPPF-12 2018 - Achieving well-designed places |
| NPPF- 14 | NPPF-14 2018 - Meeting the challenge of climate change, flooding and coastal change |



SCHEDULE OF CONDITIONS

LPP 3.2	(2016) Improving health and addressing health inequalities
LPP 4.5	(2016) London's Visitor Infrastructure
LPP 5.2	(2016) Minimising Carbon Dioxide Emissions
LPP 5.3	(2016) Sustainable design and construction
LPP 5.7	(2016) Renewable energy
LPP 5.13	(2016) Sustainable drainage
LPP 5.15	(2016) Water use and supplies
LPP 6.3	(2016) Assessing effects of development on transport capacity
LPP 6.5	(2016) Funding Crossrail and other strategically important transport infrastructure
LPP 6.6	(2016) Aviation
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 7.4	(2016) Local character
LPP 7.5	(2016) Public realm
LPP 7.6	(2016) Architecture
LPP 7.14	(2016) Improving air quality
LPP 7.19	(2016) Biodiversity and access to nature
LPP 8.2	(2016) Planning obligations
BE13	New development must harmonise with the existing street scene.
BE18	Design considerations - pedestrian security and safety
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
OE8	Development likely to result in increased flood risk due to additional surface water run-off - requirement for attenuation measures
OE11	Development involving hazardous substances and contaminated land - requirement for ameliorative measures
R16	Accessibility for elderly people, people with disabilities, women and children
R17	Use of planning obligations to supplement the provision of recreation, leisure and community facilities

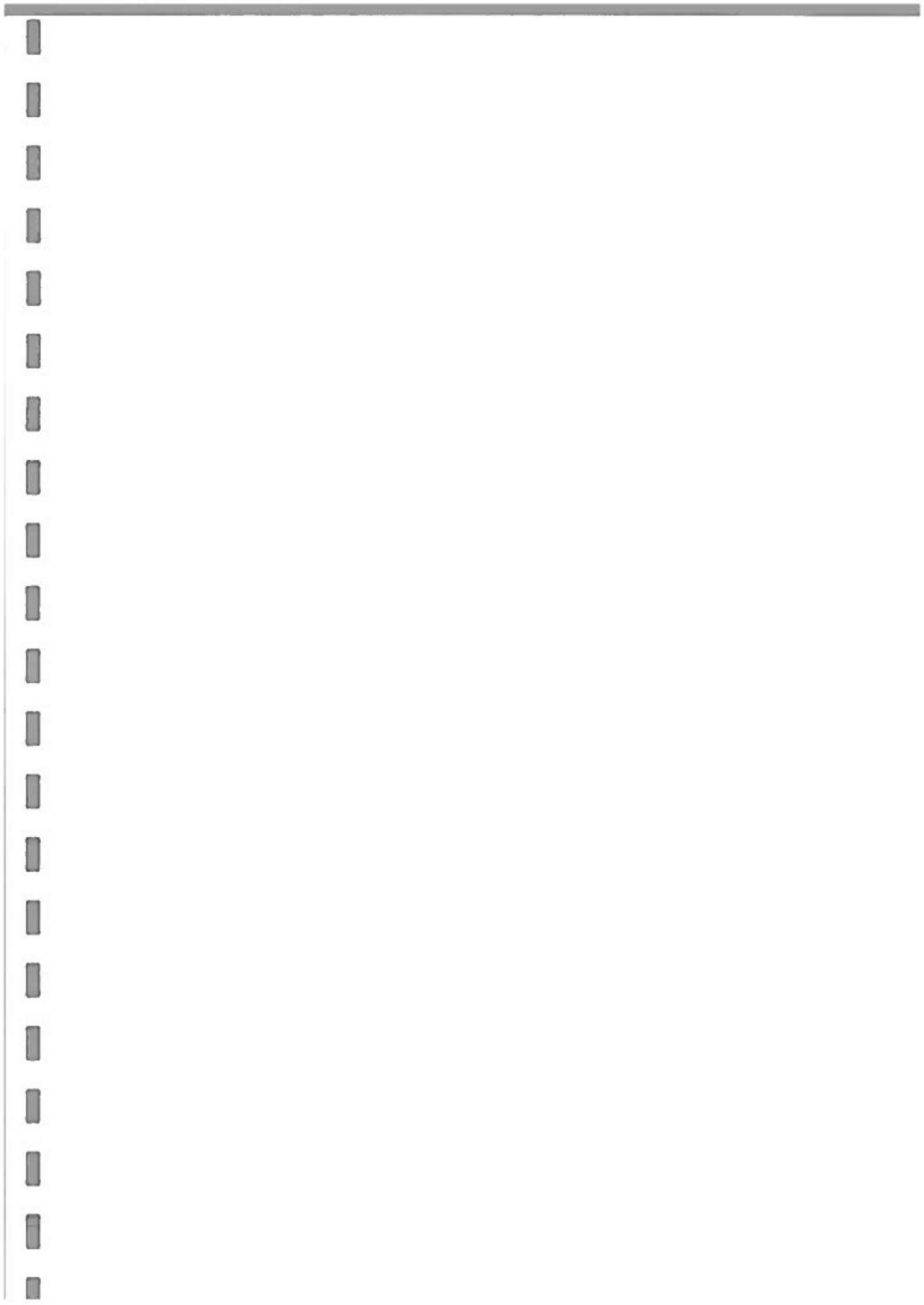


SCHEDULE OF CONDITIONS

LE2	Development in designated Industrial and Business Areas	
T2	Location of tourist accommodation and conference facilities	
T4	Hotels, guest houses and other tourist accommodation - location, amenity and parking requirements	
AM2	Development proposals - assessment of traffic generation, impact on congestion and public transport availability and capacity	
AM7	Consideration of traffic generated by proposed developments.	
AM13	AM13 Increasing the ease of movement for frail and elderly people and people with disabilities in development schemes through (where appropriate): - (i) Dial-a-ride and mobility bus services (ii) Shopmobility schemes (iii) Convenient parking spaces (iv) Design of road, footway, parking and pedestrian and street furniture schemes	
AM14	New development and car parking standards.	
AM15	Provision of reserved parking spaces for disabled persons	
LDF-AH	Accessible Hillingdon, Local Development Framework,	
SPD-NO	Noise Supplementary Planning Document, adopted April 2006	
SPD-PO	Planning Obligations Supplementary Planning Document, adopted July 2008	
SPG-AQ	Air Quality Supplementary Planning Guidance, adopted May 2002	
SPG-CS	Community Safety by Design, Supplementary Planning Guidance, adopted July 2004	

3. Your attention is drawn to the need to comply with the relevant provisions of the Building Regulations, the Building Acts and other related legislation. These cover such works as - the demolition of existing buildings, the erection of a new building or structure, the extension or alteration to a building, change of use of buildings, installation of services, underpinning works, and fire safety/means of escape works. Notice of intention to demolish existing buildings must be given to the Council's Building Control Service at least 6 weeks before work starts. A completed application form together with detailed plans must be submitted for approval before any building work is commenced. For further information and advice, contact - Residents Services, Building Control, 3N/01 Civic Centre, Uxbridge (Telephone 01895 250804 / 805 / 808).

4. 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



SCHEDULE OF CONDITIONS

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.

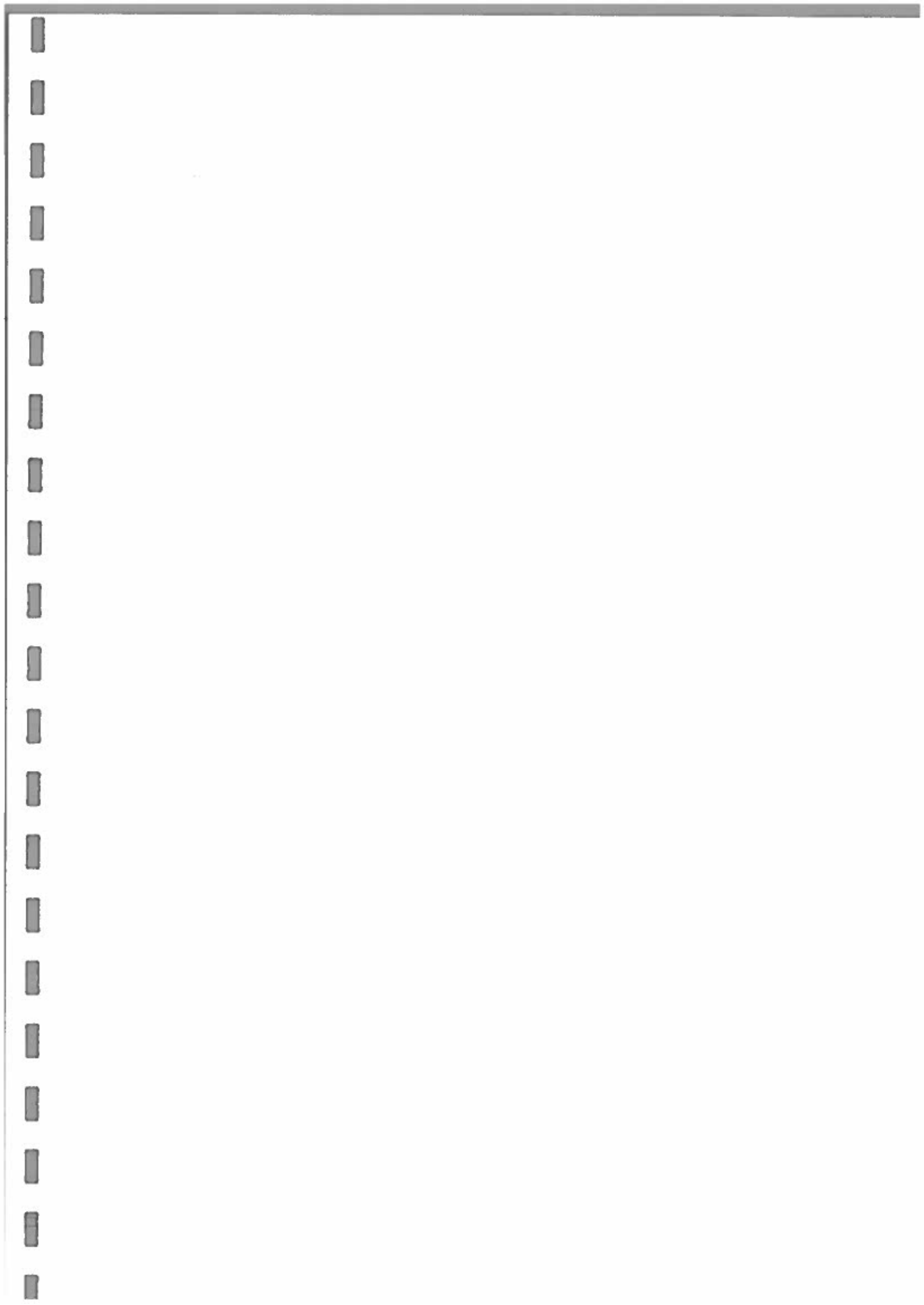
D. No bonfires that create dark smoke or nuisance to local residents.

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.

5. The Bird Hazard Management Plan must ensure that flat/shallow pitched roofs be constructed to allow access to all areas by foot using permanent fixed access stairs ladders or similar. The owner/occupier must not allow gulls, to nest, roost or loaf on the building. Checks must be made weekly or sooner if bird activity dictates, during the breeding season. Outside of the breeding season gull activity must be monitored and the roof checked regularly to ensure that gulls do not utilise the roof. Any gulls found nesting, roosting or loafing must be dispersed by the owner/occupier when detected or when requested by BAA Airside Operations staff. In some instances it may be necessary to contact BAA Airside Operations staff before bird dispersal takes place. The owner/occupier must remove any nests or eggs found on the roof. The breeding season for gulls typically runs from March to June. The owner/occupier must obtain the appropriate licences where applicable from Natural England before the removal of nests and eggs.

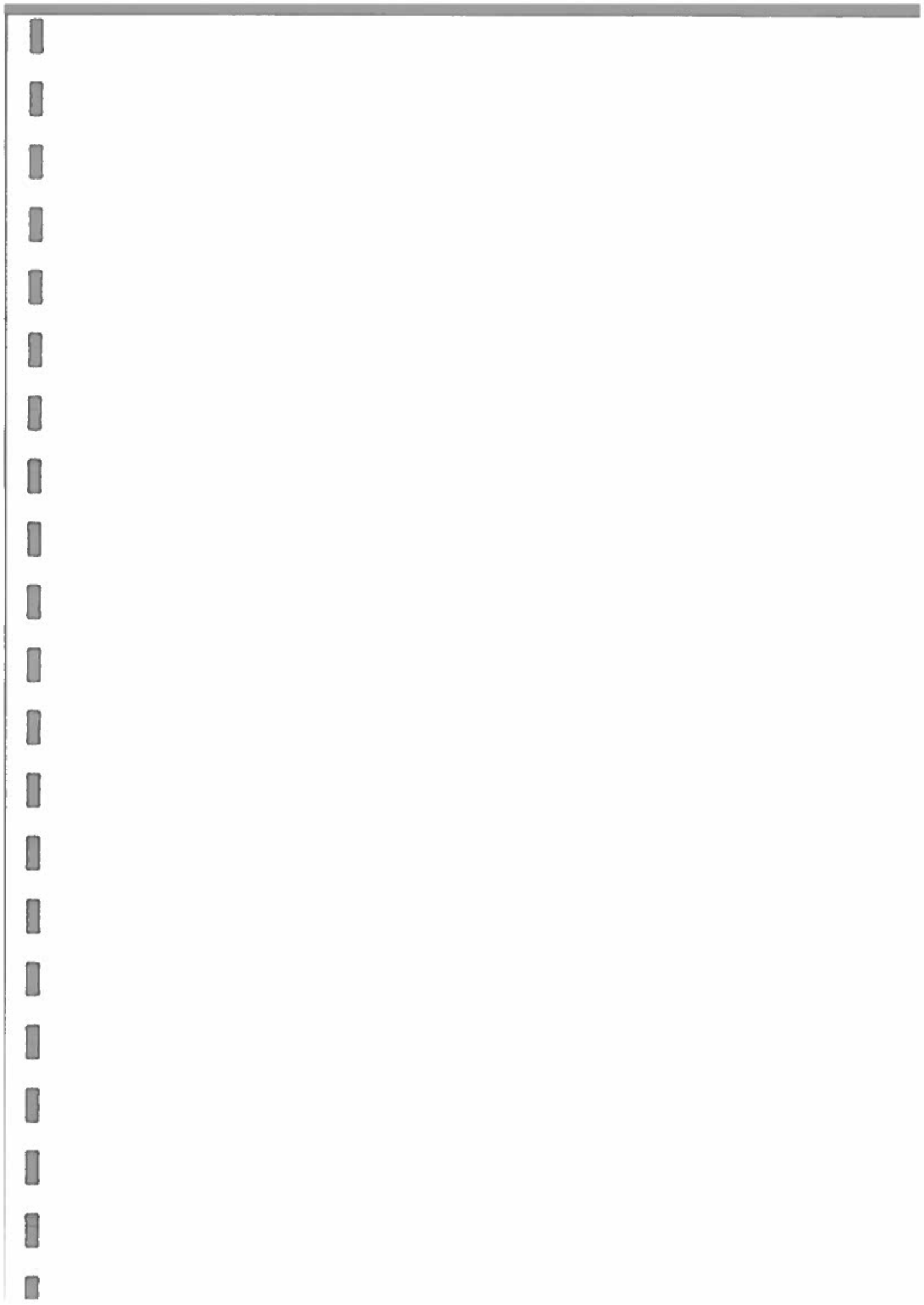
6. For further information please refer to Advice Note 2 'Lighting Near Aerodromes' (available at www.aoa.org.uk/policy-campaigns/operations-safety). Your attention is drawn to the Air Navigation Order 2005, Article 135, which states that, "A person shall not exhibit in the United Kingdom any light which: (a) by reason of its glare is liable to endanger aircraft taking off or landing at an aerodrome; or (b) by reason of its liability to be mistaken for an aeronautical ground light is liable to endanger aircraft." The Order also grants the Civil Aviation Authority power to serve notice to extinguish or screen any such light which may endanger aircraft. Further information can be found Advice Note 2 'Lighting Near Aerodromes' (available at www.aoa.org.uk/policy-campaigns/operations-safety).

7. Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction issues' (available at <http://www.aoa.org.uk/policy-campaigns/operations-safety/>).



SCHEDULE OF CONDITIONS

8. Should the applicant wish to install scaffolding or a hoarding on the footway whilst undertaking construction work, separate licences may be required from TfL. Further advice can be found at <https://www.tfl.gov.uk/info-for/urban-planning-andconstruction/highway-licences>.
9. A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwgriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.
10. 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.
11. 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 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.
12. It is strongly recommended that the eventual hotelier specifies the internal fitting of their accessible bedrooms as 'universal access' rooms. This design approach allows the required accessible rooms to be used flexibly by all guests, and not just by older and disabled people. Adaptations, such as grab rails and handrails, can be selected to be of a 'quick removal' type, thus allowing the accessible rooms to be marketed as



SCHEDULE OF CONDITIONS

standard rooms when they are otherwise not occupied by people with a mobility impairment

END OF SCHEDULE

Address:

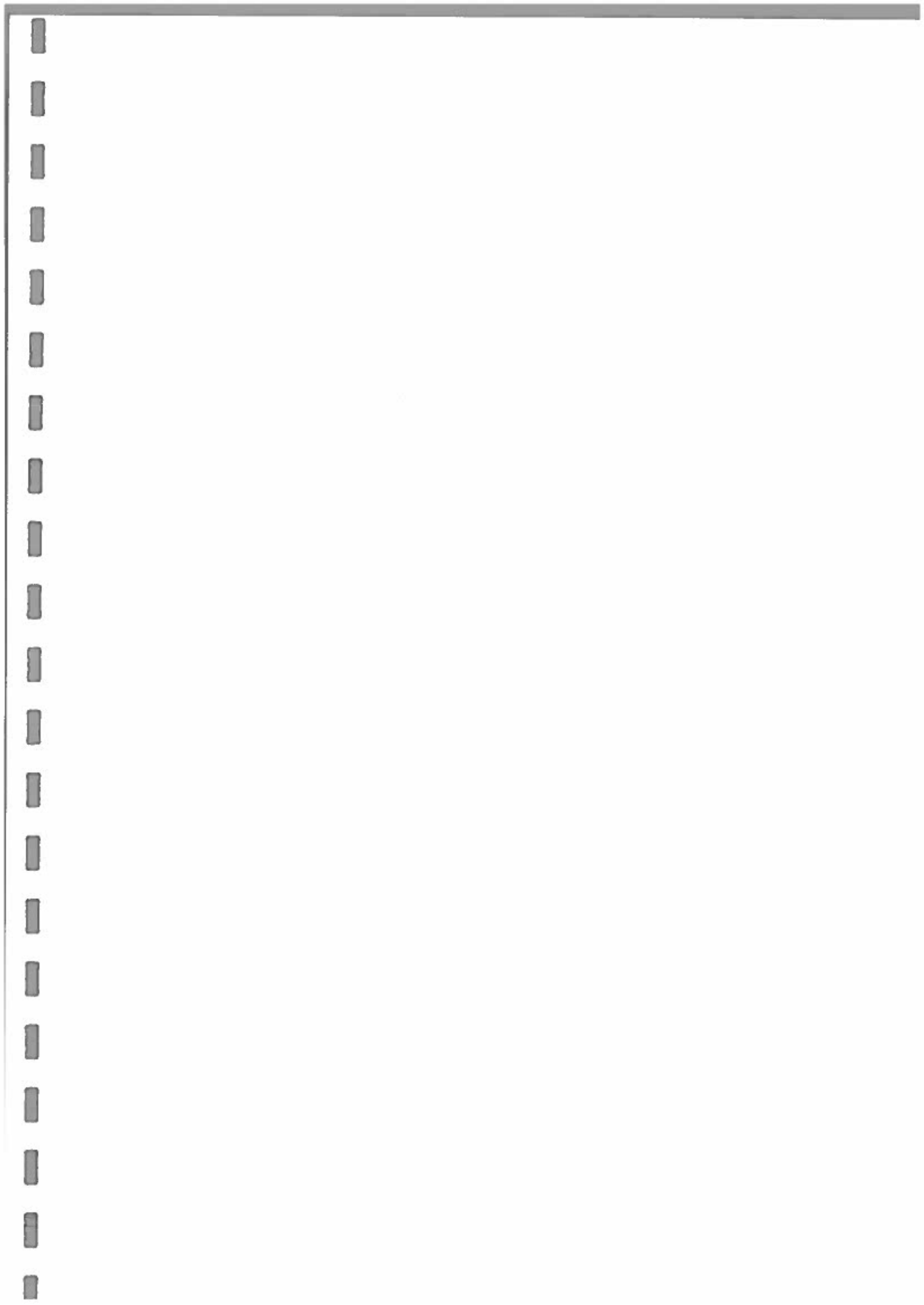
Residents Services

London Borough of Hillingdon

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

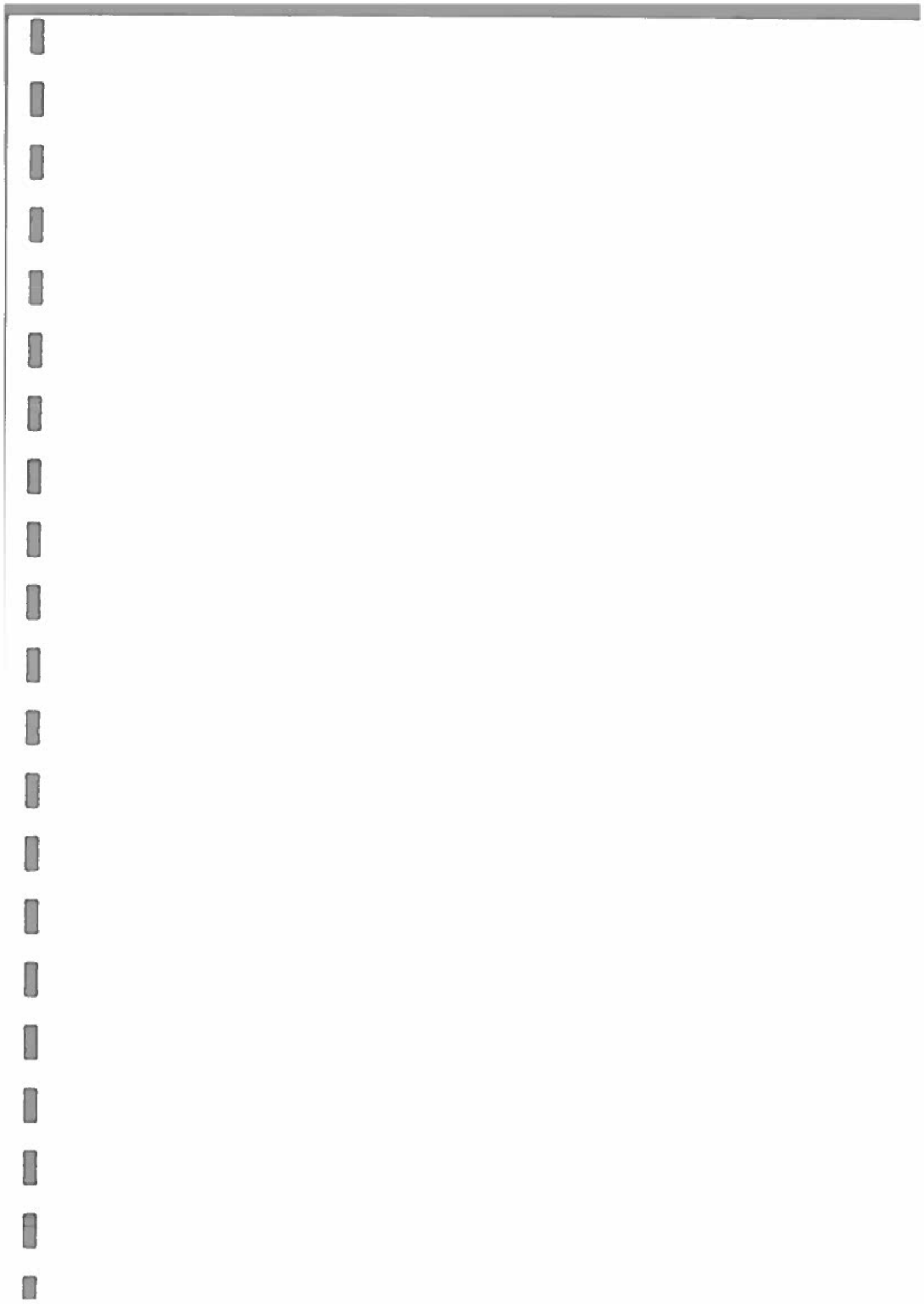
Tel: 01895 250230

www.hillingdon.gov.uk



SCHEDULE OF PLANS

18032 P3-100 Rev.P10 - received 18 Mar 2019
18032-P0-001 Rev. P11 - received 14 Mar 2019
18032-P1-100 Rev. P11 - received 14 Mar 2019
18032-P1-101 Rev. P10 - received 14 Mar 2019
18032-P1-102 Rev. P10 - received 14 Mar 2019
18032 P1-103 Rev. P10 - received 14 Mar 2019
18032-P1-104 Rev. P10 - received 14 Mar 2019
18032 P1-105 Rev. P10 - received 14 Mar 2019
18032 P4-100 Rev.P10 - received 14 Mar 2019
Covering Letter dated 13-12-18 - received 21 Dec 2018
Design and Access Statement Ref: 44303/2001 | Rev. 2 - received 19 Dec 2018
BD 0205 SD 101 R02 - received 19 Dec 2018
BD 0205 SD 102 R02 - received 19 Dec 2018
BD 0205 SD 801 R03 - received 19 Dec 2018
Transport Assessment - received 19 Dec 2018
Travel Plan - received 19 Dec 2018
18032 P3-101 Rev. P6 - received 19 Dec 2018
18032 P1-106 Rev.P6 - received 19 Dec 2018
Arborticultural Report Impact Assessment and Method Statement - received 19 Dec 2018
10074 All Tree Plans - received 19 Dec 2018
Daylight and Sunlight Assessment for Planning - received 19 Dec 2018
Environmental Noise Survey and Acoustic Design Statement Report - received 19 Dec 2018
Energy and Sustainability Statement Issue 1 - received 19 Dec 2018
Sustainability Statement Issue 3 - received 19 Dec 2018
Drainage Statement - received 19 Dec 2018
Air Quality Assessment - received 19 Dec 2018
18032 P2-100 Rev. P6 - received 21 Dec 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:-

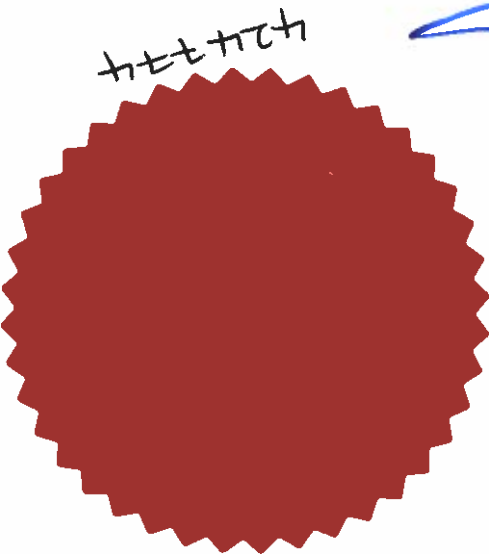
MEMBER OF

THE COUNCIL

[Signature]

AUTHORISED OFFICER

[Signature]
Chief Executive



Authorised Signatory
MATTHEW PLAX
HEAD OF CORPORATE BANKING
AUTHORISED SIGNATORY



two authorised signatories

Mizrahi Tefahot Bank Limited acting by

EXECUTED AS A DEED on behalf of

Authorised Signatory



EILON HILLMAN
HEAD OF CREDIT
MIZRAHI TEFAHOT
LONDON BRANCH

Occupation: Office Manager

London N16 5QZ

Address: 89 Willesden Road

Witness Name: MICHAEL GLUCK

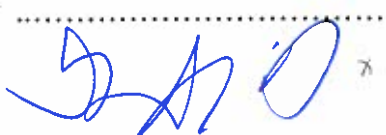
Witness Signature: 

Director, in the presence of:

MBH Heathrow 3&4 Ltd acting by a

EXECUTED AS A DEED on behalf of

Director



Occupation: Office Manager

London N16 5QZ

Address: 89 Willesden Road

Witness Name: MICHAEL GLUCK

Witness Signature: 

Director, in the presence of:

MBH HEATHROW LTD acting by a

EXECUTED AS A DEED on behalf of

Director

