

DATED

10 August

2026

ARK UP4 LIMITED

And

ARK ESTATES 2 LIMITED

And

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED
POWERS
RELATING TO THE DEVELOPMENT OF LAND AT
UNION PARK UP4, NORTH HYDE GARDENS UNION PARK, HAYES UB3 4QQ
PLANNING APPLICATION NUMBER;
75111/APP/2025/739

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 26310

THIS PLANNING OBLIGATION BY DEED is dated 10 August 2026
and is made **BETWEEN**:

- A. **ARK UP4 LIMITED** (Co Reg No.14585794) whose registered office is situated at Spring Park, Westwells Road, Corsham, Wiltshire, United Kingdom, SN13 9GB ("the **First Owner**"); and
- B. **ARK ESTATES 2 LIMITED** (Co. Regn. No. 12113969) of Spring Park, Westwells Road, Hawthorn, Corsham SN13 9GB ("the **Second Owner**")
- C. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the **Council**").

1. BACKGROUND

- 1.1 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 Agreement are enforceable.
- 1.2 The First Owner has a leasehold interest in the Site registered under Title Number AGL603378 at the Land Registry.
- 1.3 The Second Owner has a freehold interest in the Site registered under Title Numbers AGL73971 and AGL63366 at the Land Registry.
- 1.4 On 18 March 2025, the First Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- 1.5 The First Owner/ Second Owner intends to develop the Site pursuant to the Planning Permission.
- 1.6 On 4th September 2025, the Council resolved to grant planning permission for the Development under reference number 75111/APP/2025/739 and delegated authority to the Director of Planning and Sustainable Growth to approve the Planning Application subject to conditions and the prior completion of this Agreement in the interests of the proper planning of the area.

- 1.10 The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

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

“1980 Act”	means the Highways Act 1980 (as amended);
“1990 Act”	means the Town and Country Planning Act 1990 (as amended);
“Approved Drawings”	means the drawings prepared by the Architect to be approved by the Planning Permission;
“Architect”	means Studio Nicholas Webb Architects;
“Architect Retention Costs”	means a sum not exceeding £50,000 (fifty thousand pounds) Index Linked in the event the Architect is not retained to oversee the delivery of the design quality of the Development and paid in accordance with paragraph 3 of Schedule 8 to meet the Council’s reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings;

“Authority's Area”	means the administrative area of the Council;
“Canal Enhancement Contribution”	means the Index Linked sum of £26,356 (twenty-six thousand three hundred and fifty-six pounds) payable by the First Owner/ Second Owner to the Council towards towpath and landscape maintenance and enhancement works and payable in accordance with Schedule 2;
“Carbon Offset Contribution”	means the Index Linked sum of £602,149.00 (Six hundred and two thousand one hundred and forty nine pounds) paid by the First Owner/ Second Owner to the Council in accordance with Schedule 3 and to be used towards the provision of offsite carbon reduction measures within the Authority's Area;
“Commencement of Development”	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations,

	and Commence and Commenced shall be construed accordingly
“Contributions”	means together the: • Air Quality Contribution Damage Cost 1; • Air Quality Contribution – Damage Cost 2; • Canal Enhancement Contribution; • Carbon Offset Contribution; • Employment/Construction Training Contribution (if applicable); • Transport for London Healthy Streets/ Active Travel Zone Contribution; and • Hillingdon Council Healthy Streets / Active Travel Zone Contribution;
“Co-Ordinator Costs”	means a sum to be agreed with the Council in the event the First Owner/ Second Owner implements the Employment/Construction Training Scheme or in the event that the Employment/Construction Training Contribution is payable, and the sum shall be calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>“Co-ordinator Costs” to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the</i>

	<i>length of period that placements would be required to the development.</i>
“Director of Planning and Sustainable Growth”	means the Council’s Director of Planning and Sustainable Growth or such person as the Council designates as undertaking this role;
"Defects Liability Period"	means such period of time following Practical Completion of a building in which a contractor may remedy defects as may be included in the building contract for the relevant building;
“DEFRA”	means the Department for Environment, Food & Rural Affairs;
“Development”	means the development of the Site pursuant to the Planning Permission;
"Employment/Construction Training Contribution"	means the Index Linked sum or sums calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Agreement and to be provided in accordance with Schedule 6 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. The Employment/Construction Training Contribution will only be acceptable in exceptional circumstances as set out in the Council's Planning Obligations Supplementary Planning Document;
“Employment/Construction Training Scheme”	means the construction training scheme to be implemented by the First Owner/ Second Owner to fund, arrange and/or provide construction training and employment for Hillingdon residents during the construction of the Development. This scheme referred to in Schedule 6 shall be delivered in accordance with the

	construction training formula as contained within the Council's Planning Obligations Supplementary Planning Document (in terms of waged construction training places);
"Form PO1"	means the form in the substantial format attached at Appendix 1 ;
"GLA"	means the Greater London Authority;
"Hillingdon Council Healthy Streets / Active Travel Zone Contribution"	means the Index Linked sum of £43,000 (forty-three thousand pounds) payable pursuant to Schedule 4 towards the Council's policies of healthy streets and active travel zones to be spent within the Authority's Area towards measures consistent with the Healthy Streets Approach as set out by Transport for London;
"Index Linked"	means the application of the formula provided at clause 15 ;
"Interest"	means interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time;
"Mortgagee"	means a person holding a mortgage or charge over the whole or part of the Site (including any receiver, administrative receiver, or manager appointed by mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed)
"Occupied"	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;

Owners	means together the First Owner and the Second Owner;
“Plan”	means the plan attached to this Agreement at Appendix 2 ;
“Planning Application”	means the application for planning permission for the redevelopment of Site to deliver extension to existing Union Park data centre campus consisting of (a) free standing data centre building (b) energy, power, and water infrastructure (c) site access and internal roads (d) site security arrangements (e) hard and soft, green landscaping and (f) other ancillary and auxiliary forms of development under the Council's reference number 75111/APP/2025/739;
“Planning Permission”	means the planning permission that may be granted pursuant to the Planning Application substantially in the form of the draft permission at Appendix 3 ;
“Planning Reference”	means planning reference 75111/APP/2025/739;
“Project Management and Monitoring Fee”	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
“Reportable Unit”	means either a connection to a third-party District Heating Network, a self-contained energy centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a block or building);
“RPI”	means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or

	alternative index as the Council may determine, acting reasonably;
“Significant Under - Performance”	means failure to provide more than 50% of the number of specified construction waged training placements/apprenticeships (as applicable) in the Employment/Construction Training Scheme for: a. Training weeks (including pre-apprenticeships and apprenticeships); and b. Local labour / resident employment weeks; And for the avoidance of doubt a. and b. above shall be monitored independently and the with an Employment/Construction Training Contribution is payable in the event that the First Owner/ Second Owner defaults on meeting the targets for a. or b above or both;
“Site”	means the freehold property known as Union Park UP4, North Hyde Gardens Union Park, Hayes UB3 4QQ registered at HM Land Registry under title numbers AGL73971 and AGL63366 and shown for identification purposes only edged red on the Plan ;
“Specified Date”	means the date upon which an obligation arising under this Agreement is due to be performed;
“Targets”	means for targets for achieving a decrease in the proportion of persons travelling to and from Development by driver only private car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Travel Plan which shall be submitted to and approved by the Council;
“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";
“Transport for London Healthy Streets / Active Travel Zone Contribution”	means the Index Linked sum of £31,643 (thirty-one thousand, six-hundred and forty-three pounds) payable pursuant to Schedule 5 towards the Council’s policies of healthy streets and active travel zones to be spent within the Authority’s Area towards measures consistent with the Healthy Streets Approach as set out by Transport for London;
“Travel Plan”	means a framework plan to be provided and adopted by the First Owner/ Second Owner as approved in writing by the Council to encourage means of travel to and from the Development other than by the driver only private car in accordance with Schedule 7;
Travel Plan Co-ordinator”	means the person or persons to be appointed by the First Owner/ Second Owner to act as co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Travel Plan Monitoring Period in order to achieve the objectives of the Travel Plan;
“Travel Plan Monitoring”	means a survey of employees/residents/users, being persons making the journey to/from the Development, using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by such persons (or any

	alternative method of achieving that object approved in writing by the Council from time to time);
“Travel Plan Monitoring Period”	means the period of up to a maximum of five (5) years beginning on Occupation of the Development;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
“Working Day”	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.6 where the agreement, approval, consent or an expression of satisfaction is required by the First Owner/ Second Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.7 references to any statute or statutory provision include references to:

- a) 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

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

1.2.8 references to the Site include any part of it;

1.2.9 "including" means "including, without limitation";

1.2.10 any covenant by the First Owner/ Second Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.11 without prejudice to the terms of any other provision contained in this Agreement the First Owner/ Second 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 First Owner/ Second Owner arising under this Agreement;

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

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

2 LEGAL BASIS

2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the First Owner/ Second Owner without limit of time in accordance with s106 of the 1990 Act.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011

and all other enabling powers with the intent that it will bind the Owners and their successors in title to the Site.

3 CONDITIONALITY

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

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

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

4 MISCELLANEOUS

- 4.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the First Owner/ Second Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the First Owner/ Second Owner.
- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the First Owner/ Second Owner and any successors in title to the Site and assigns of the Owners in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have

parted with its entire interest in the Site or that part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the First Owner/ Second Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the First Owner/ Second Owner and the Council or their respective successors in title.

5 THE FIRST AND SECOND OWNERS' PLANNING OBLIGATIONS

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

6 COSTS

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

7 REGISTRATION OF AGREEMENT

The Owners recognise and agree that the covenants in this Agreement shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975 and shall be registerable as such by the Council.

8 RIGHT OF ACCESS

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

9. ARBITRATION

- 9.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or legal relationship established by this Agreement shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:
- 9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;
- 9.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 9.1.4 the seat of the arbitration shall be London

10. THIRD PARTIES

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

11. NOTICES

- 11.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party BUT FOR THE AVOIDANCE OF DOUBT the Owners shall not be required to notify the Council of the grant of any lease or sub-lease created out of the Owners' interests in the Site;

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

- a) Director of Planning and Sustainable Growth, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
- b) The First Owner at Spring Park, Westwells Road, Corsham, Wiltshire, United Kingdom, SN13 9GB
- c) The Second Owner Spring Park, Westwells Road, Corsham, Wiltshire, United Kingdom, SN13 9GB

12. FORM PO1

Prior to Commencement of the Development the First Owner/ Second Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference and shall comply with the notice requirements set out in Appendix 1A to this Agreement.

13. CHANGE IN OWNERSHIP

The First Owner and Second Owner agree to provide the Council with immediate written notification of any change in Ownership of any of their interests in the Site occurring before all of the obligations under this Agreement have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Site or unit of occupation purchased by reference to a plan and the Planning Reference.

14. CONTRIBUTIONS

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

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

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

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

15. **INDEXATION**

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

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

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

Where reference is made to an index and that index ceases to exist, the Council shall advise the First Owner/ Second Owner in writing of which alternative index would be applicable.

16. INTEREST

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

17. VAT

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

18. JURISDICTION

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

19. MORTGAGEE'S CONSENT

The planning obligations and covenants contained in this Agreement shall not be binding on or enforceable against any Mortgagee unless and until it takes possession of the Site, or that part of the Site over which it has a mortgage or charge in which case that Mortgagee will (in

respect of the Site or the relevant part of the Site in which it has a mortgage or charge) be bound by the planning obligations as if it were a party deriving title from the Owners.

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

SCHEDULE 1
AIR QUALITY CONTRIBUTION

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

In Schedule 1, The following definition shall apply;

“Air Quality Contribution - Damage Cost 1”	means the sum of £ 210,508 (two hundred and ten thousand, five hundred and eight pounds) payable to the Council to deliver its air quality action plan and/ or implement specific measures at areas affected by the proposal that reduce emissions and/ or reduce human exposure to pollution levels, and payable in accordance with Schedule 1;
“Air Quality Contribution - Damage Cost 2”	means the sum of up to £1,000,000 (one million pounds), being the maximum aggregate amount payable under Formulas A and/or B over the Monitoring Period and which, for the avoidance of doubt, is in addition to and does not include the Air Quality Contribution – Damage Cost 1, payable in accordance with this Schedule 1;
‘Auditor’	means a suitably qualified, experienced and independent person nominated by the First Owner/ Second Owner and approved in writing by the Council (acting reasonably) for the purpose of verifying the results of the Air Pollution Emission Monitoring surveys and or undertake air pollution emission measurements at the Site for quality control purposes;
‘Air Pollution Emission Monitoring’	means appropriate air pollution emission monitoring undertaken by the First Owner/ Second Owner of all backup generators’ exhaust gases for NO _x and PM _{2.5} in g/s using standardised methods (e.g. EN standards) and a quality assurance system, e.g. in accordance with EN ISO/IEC 17025:2017 [1, CEN 2017], ensuring accurate, reliable, representative and comparable monitoring data, gathered over a 12 month period so as to ensure that the data collected are

	representative of a full year of operation, in accordance with the Air Pollution Emission Monitoring Plan, which is to be submitted to and approved in writing by the Council (acting reasonably);																																																																																																																																											
‘Air Pollution Emission Monitoring Plan’	means an appropriate plan to be produced and delivered by the First Owner/ Second Owner which is to be submitted to and approved in writing by the Council (acting reasonably) to periodically undertake Air Pollution Emission Monitoring surveys on all backup generators' exhaust gases for NO_x and PM_{2.5}, starting year two (2) after Occupation of the Development, and repeated yearly thereafter and in alignment with the Environment Agency (or a successor body) emission monitoring guidelines. The monitoring results gathered as per the schedule of the Air Pollution Emission Monitoring Plan must be suitably processed to derive total annual emissions (tonnes/year) on an actual basis to enable comparison with the actual conditions modelled on Tables below <table><tr><th>Parameter</th><th>Unit</th><th>Data per generator at 100% Load</th><th>Data per generator at 75% Load</th><th>Data per generator at 25% load</th><th>Data per generator at 10% Load</th></tr><tr><td>Power</td><td>kW</td><td>3307</td><td>2480</td><td>827</td><td>331</td></tr><tr><td>Stack(s) diameter</td><td>m</td><td>0.7</td><td>0.7</td><td>0.7</td><td>0.7</td></tr><tr><td>Exhaust gas temperature</td><td>°C</td><td>482</td><td>427</td><td>403</td><td>268</td></tr><tr><td>Exhaust volumetric flow (actual)</td><td>m³.s⁻¹</td><td>11.90</td><td>7.83</td><td>3.69</td><td>2.12</td></tr><tr><td>Exhaust volumetric flow (dry, 5% O₂)</td><td>Nm³.s⁻¹</td><td>2.57</td><td>1.87</td><td>0.74</td><td>0.35</td></tr><tr><td>NO_x emission rate*</td><td>g.s⁻¹</td><td>6.063</td><td>4.064</td><td>1.011</td><td>0.837</td></tr><tr><td>NO_x emission rate (concentration post SCR not to exceed 95 mg.Nm⁻³ (5% O₂))</td><td>g.s⁻¹</td><td>0.244</td><td>0.178</td><td>0.070</td><td>0.033</td></tr><tr><td>PM₁₀ and PM_{2.5} emission rate**</td><td>g.s⁻¹</td><td>0.018</td><td>0.021</td><td>0.041</td><td>0.005</td></tr></table> * Values based on unabated concentrations of 2362 mg.Nm⁻³(at 100% load), 2172 mg.Nm⁻³(at 75% load), 1375 mg.Nm⁻³(at 25% load) and 2411 mg.Nm⁻³(at 10% load). ** All PM is assumed to emit fully as both PM₁₀ and PM_{2.5} for conservatism. <table><tr><th>Parameter</th><th>Monthly Testing</th><th>Quarterly Testing</th><th>Annual Testing</th><th>Grid Failure</th></tr><tr><td>Fuel Type*</td><td>Diesel</td><td>Diesel</td><td>Diesel</td><td>Diesel</td></tr><tr><td>No. of Generators</td><td>14</td><td>14</td><td>14</td><td>12</td></tr><tr><td>Engine Load (%)</td><td>100%</td><td>75%</td><td>100%</td><td>100%</td></tr><tr><td>Unabated NO_x emission rate (g/s)</td><td>0.837</td><td>4.064</td><td>6.063</td><td>6.063</td></tr><tr><td>NO_x emission rate with SCR (g/s)</td><td>0.033</td><td>0.178</td><td>0.244</td><td>0.244</td></tr><tr><td>PM_{2.5} emission rate (g/s)*</td><td>0.005</td><td>0.021</td><td>0.018</td><td>0.018</td></tr><tr><td>Duration of each test +1hr (hrs) *</td><td>0.253</td><td>1.011</td><td>2.022</td><td>2.022</td></tr><tr><td>Hours of operation per annum +1hr (hrs)*</td><td>2.022</td><td>3.033</td><td>2.022</td><td>2.022</td></tr><tr><td>Total NO_x emissions (g/annum)[†]</td><td>85266.5</td><td>73545.4</td><td>36200.3</td><td>31028.8</td></tr><tr><td>Total NO_x emissions (tonnes/annum)</td><td>0.08527</td><td>0.07355</td><td>0.03620</td><td>0.03101</td></tr><tr><td>Total NO_x emissions on HVO</td><td>0.07802</td><td>0.06729</td><td>0.03312</td><td>0.02839</td></tr><tr><td>Fuel (tonnes/annum)*</td><td></td><td></td><td></td><td></td></tr><tr><td>Total PM_{2.5} emissions (g/annum)</td><td>468.497</td><td>3159.173</td><td>1872.291</td><td>1604.821</td></tr><tr><td>Total PM_{2.5} emissions (tonnes/annum)</td><td>0.0004685</td><td>0.0031592</td><td>0.0018723</td><td>0.0016048</td></tr><tr><td>Total PM_{2.5} emissions on HVO</td><td>0.0004006</td><td>0.0027011</td><td>0.0016008</td><td>0.0013721</td></tr><tr><td>Fuel (tonnes/annum)*</td><td></td><td></td><td></td><td></td></tr></table>	Parameter	Unit	Data per generator at 100% Load	Data per generator at 75% Load	Data per generator at 25% load	Data per generator at 10% Load	Power	kW	3307	2480	827	331	Stack(s) diameter	m	0.7	0.7	0.7	0.7	Exhaust gas temperature	°C	482	427	403	268	Exhaust volumetric flow (actual)	m ³ .s ⁻¹	11.90	7.83	3.69	2.12	Exhaust volumetric flow (dry, 5% O ₂)	Nm ³ .s ⁻¹	2.57	1.87	0.74	0.35	NO _x emission rate*	g.s ⁻¹	6.063	4.064	1.011	0.837	NO _x emission rate (concentration post SCR not to exceed 95 mg.Nm ⁻³ (5% O ₂))	g.s ⁻¹	0.244	0.178	0.070	0.033	PM ₁₀ and PM _{2.5} emission rate**	g.s ⁻¹	0.018	0.021	0.041	0.005	Parameter	Monthly Testing	Quarterly Testing	Annual Testing	Grid Failure	Fuel Type*	Diesel	Diesel	Diesel	Diesel	No. of Generators	14	14	14	12	Engine Load (%)	100%	75%	100%	100%	Unabated NO _x emission rate (g/s)	0.837	4.064	6.063	6.063	NO _x emission rate with SCR (g/s)	0.033	0.178	0.244	0.244	PM _{2.5} emission rate (g/s)*	0.005	0.021	0.018	0.018	Duration of each test +1hr (hrs) *	0.253	1.011	2.022	2.022	Hours of operation per annum +1hr (hrs)*	2.022	3.033	2.022	2.022	Total NO _x emissions (g/annum) [†]	85266.5	73545.4	36200.3	31028.8	Total NO _x emissions (tonnes/annum)	0.08527	0.07355	0.03620	0.03101	Total NO _x emissions on HVO	0.07802	0.06729	0.03312	0.02839	Fuel (tonnes/annum)*					Total PM _{2.5} emissions (g/annum)	468.497	3159.173	1872.291	1604.821	Total PM _{2.5} emissions (tonnes/annum)	0.0004685	0.0031592	0.0018723	0.0016048	Total PM _{2.5} emissions on HVO	0.0004006	0.0027011	0.0016008	0.0013721	Fuel (tonnes/annum)*				
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	proposed Development and will be calculated using the Air Quality Monitoring Formula B; The Operator shall submit an annual emissions report demonstrating that total annual emissions do not exceed the approved caps calculated on an actual operating basis. The report shall include: a) Total annual emissions (t/year) on an actual basis b) Supporting temperature, pressure, moisture, flow rate and operating hour data c) A description of all calculation methods and conversion factors used Emissions expressed at standard conditions (at dry gas, 273K, 101.3kPa, O₂ of 5%), may be provided for information only.
‘Air Quality Local Action Plan’	means the document setting out the actions that the Council will take to improve air quality within its area. The Air Quality Local Action Plan outlines how the Council intends to tackle the issues identified, and focus on effective, feasible proportionate and quantifiable measures which will contribute to reducing levels of air pollution within its sensitive areas and ensures that air quality objectives are achieved within the shortest possible time. The Council’s Air Quality Local Action Plan was produced as part of its statutory duties required by the Loal Air Quality Management framework;
‘Emission Caps’	means the maximum total annual emissions (tonnes/year) for oxides of nitrogen (NO_x) and particulate matter of diameter 2.5 microns (PM_{2.5}) as a result of the operation of the Development (and which for the avoidance of doubt are directly related to the number of hours of the testing regime and maintenance for the energy centres to be provided pursuant to the Development) not to be exceeded as set out below: (i) Total emissions per year: Total annual emissions for the total 14 generators shall not exceed 0.6546216 tonnes of NO_x/year and not exceed 0.012621600 tonnes of PM_{2.5}/ year;

	The above are set as actual conditions and any comparative measurements are to be provided also as actual conditions. year
‘Emission Reduction Plan’	means the plan to be provided and adopted by the First Owner/ Second Owner as approved in writing by the Council to secure minimising air pollutant emissions (NO_x and PM_{2.5}) into the atmosphere to the maximum possible extent by a) keeping the functioning of all the backup generators on Site so to comply with the manufacturer’s NO_x and PM_{2.5} emission specifications over the entire life of the proposed Development, b) securing maximum pollutant emission reductions by keeping the Selective Catalytic Reduction (SCR) system to be deployed to all backup generators on site operating at maximum efficiency, and c) continuous evaluation of compatible alternative cleaner fuels that may become available and or alternative technologies for backup systems that may arise during the life time of the proposed development and which would be cleaner and cost-benefit effective.
“High Sensitivity Present Value”	means £657,388 (six hundred and fifty-seven thousand, three hundred and eighty-eight pounds), being the total present value of air quality impacts calculated using the highest applicable DEFRA damage cost values. The High Sensitivity Present Value represents a high sensitivity assessment scenario that accounts for uncertainties in the estimation and valuation of air pollution-related health effects and applies upper-bound assumptions to reflect the potential impacts on the population as a whole, including the increased vulnerability of certain groups, such as children, older persons, and persons with pre-existing respiratory or cardiovascular conditions;
‘Monitoring Period’	means the period of up to a maximum of thirty (30) years beginning on the second anniversary of operation of the diesel backup

	generators according to the schedule defined in the Air Pollution Emission Monitoring Plan;
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The First Owner/ Second Owner hereby covenant and agree with the Council as follows:

1. Prior to the Commencement of the Development, to pay the Council the Air Quality Contribution- Damage Cost 1; and
2. Not to Commence any part of the Development before the Air Quality Contribution- Damage Cost 1 is paid to the Council;
3. At each monitoring year scheduled in the Air Pollution Emission Monitoring Plan the collected emission monitoring data shall be processed as agreed in the Air Pollution Emission Monitoring Plan to derive the total actual emissions for NOx and PM2.5 in tonnes per year and submitted to the Council to verify the generators' performance for pollutant emissions and compare their real world annual emissions with the annual emissions on which the Air Quality Contribution – Damage Cost 1 was calculated. Accompanying supporting data to be provided by the operator will include:
 - a. Annual average (or time-resolved)
 - b. temperature
 - c. pressure
 - d. moisture content
 - e. Actual volumetric flow rates
 - f. Operating hours
 - g. Any correction equations used
 - h. Raw CEMS (data on an actual operating basis, not yet corrected to standard conditions) or stack test outputs (wet/dry basis clearly stated)
4. If during the Monitoring Period, the First Owner/ Second Owner:
 - a. fails to submit one or more Air Pollution Emission Monitoring survey as per the agreed schedule, as contained in the Air Pollution Emission Monitoring Plan, within the timetable specified in the Air Pollution Emission Monitoring Plan; or
 - b. exceeds the annual Emission Caps;

the Council shall notify the First Owner/ Second Owner of their failure to comply with the requirements of paragraph 4 of this Schedule 1 no later than 30 Working Days after the finalisation of the Air Pollution Emission Monitoring survey for that year. Upon receipt of such notification the First Owner/ Second Owner shall pay the amount derived by formulas A) and/or B) below to the Council to deploy further measures to safeguard human health.

- i. Formula A to be used to calculate the fee to be paid by the First Owner/ Second Owner to the Council in the instance the First Owner/ Second Owner fails to deliver yearly monitoring data as agreed under the emission monitoring schedule and such fee shall be payable by the First Owner/ Second Owner each year that the Owners fail to deliver yearly monitoring data:

Fee = 10% of the High Sensitivity Present Value (£657,388), or the remaining value of the Air Quality Contribution - Damage Cost 2 calculated in accordance with Formula B below if lower

- ii. Formula B to be used to calculate the fee to be paid by the First Owner/ Second Owner to the Council in the instance the First Owner/ Second Owner exceeds the Emission Caps for either NO_x or PM_{2.5} or both (please note all PM emissions are assumed to be PM_{2.5}).

Fee = [(measured total annual NO_x emissions (tonnes of NO_x/year) - 0.654622 tonnes of NO_x/year) * £ 31,603] + [(measured total annual PM_{2.5} emissions (tonnes of PM_{2.5}/year) - 0.012622 tonnes of PM_{2.5}/year)* £ 424,674] or the remaining value of the Air Quality Contribution – Damage Cost 2 calculated in accordance with Formula B below, whichever is the lower

- iii. Formula B to be used to calculate the remaining value of the Air Quality Contribution – Damage Cost 2:
- iv. Remaining value of the Air Quality Contribution – Damage Cost 2 = £1,000,000 – (the sum of any fees paid during the Monitoring Period under Formulas A and/or B). PROVIDED ALWAYS that if the remaining value of the Air Quality Contribution – Damage Cost 2 reaches zero or is calculated as negative, no further payment shall be due.

5. The Council shall be entitled to:
 - a. Carry out its own air pollution emission auditing surveys (as appropriate);

- b. Undertake its own analysis of the air pollution emission data provided by the First Owner/ Second Owner; and
- c. For the duration of the Monitoring Period shall be entitled to recover its reasonable costs for doing so from the First Owner/ Second Owner, such costs to be paid to the Council with 20 Working Days of written demand.

SCHEDULE 2
CANAL ENHANCEMENT CONTRIBUTION

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

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

SCHEDULE 3
CARBON OFFSET CONTRIBUTION

The First Owner/ Second Owner hereby covenant and agree with the Council as follows:

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

SCHEDULE 3A
BE SEEN TO BE MONITORING

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

- 1 No later than 8 (eight) weeks after the grant of Planning Permission submit to the GLA accurate and verified estimates of the energy performance indicators.
- 2 Prior to Occupation of the Development, the Owner shall:
 - (a) Provide updated accurate and verified energy performance indicators to the GLA;
 - (b) Confirm to the GLA that suitable monitoring devices have been installed and maintained for monitoring the in-use energy performance indicators.
- 3 Unless otherwise agreed in writing with the GLA, upon completion of the first year of Occupation of the Development or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owners shall provide accurate and verified in-use energy performance data for all relevant energy performance indicators for each Reportable Unit on an annual basis FOR THE AVOIDANCE OF DOUBT this obligation will be satisfied after the Owners have reported all relevant indicators included in the 'In-Use Stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years.
- 4 In the event that the 'In-use stage' evidence submitted under paragraph 3 of this Schedule 3A shows that the 'As-built stage' performance estimates derived

from paragraph 2 of this Schedule 3A have not been or are not being met, the Owners shall:

- (a) use reasonable endeavours to investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the GLA's 'Be Seen' in-use stage reporting webform;
- (b) submit to the GLA for approval an action plan identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation; and
- (c) as soon as reasonably practicable thereafter, implement the action plan and measures approved by the GLA pursuant to paragraph 4(b) of this Schedule 3A.

SCHEDULE 4
HILLINGDON COUNCIL HEALTHY STREETS / ACTIVE TRAVEL ZONE
CONTRIBUTION

The First Owner/ Second Owner hereby covenant and agree with the Council as follows:

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

SCHEDULE 5
TRANSPORT FOR LONDON HEALTHY STREETS/ ACTIVE TRAVEL ZONE
CONTRIBUTION

The First Owner/ Second Owner hereby covenant and agree with the Council as follows:

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

SCHEDULE 6

EMPLOYMENT /CONSTRUCTION TRAINING SCHEME

The First Owner/ Second Owner hereby covenant and agree with the Council as follows:

Employment /Construction Training Scheme: In-kind Provision

- 1 Prior to Commencement of Development to meet (along with the First/ Second Owners' main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Employment/Construction Training Scheme for the Development.
- 2 The First Owner/ Second Owner shall implement and adhere to the agreed Employment/Construction Training Scheme during the construction of the Development in order that the obligations in this Schedule are met.
- 3 The First Owner/ Second 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 First/ Second Owners commitment to ensuring that the obligations contained in this Schedule are complied with.
- 4 Prior to Commencement of Development the First Owner/ Second Owner and the Council shall agree the Co-ordinator Costs (if any).
- 5 Prior to Commencement of Development the First Owner/ Second Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
- 6 Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 - 5 of this Schedule have been complied with.
- 7 In the event of Significant Under-Performance, the Council reserves the right to request the Employment/Construction Training Contribution. The First Owner/ Second Owner will have a period of not less than twenty eight (28) days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) days delivery rises to fifty percent (50%) or more of the total outputs specified in the Employment/Construction Training Scheme then the Employment/Construction Training Contribution will not be payable by the First Owner/ Second 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 Employment/Construction Training Contribution has been paid to the Council.

Construction Training Contribution in lieu

- 9 The Employment/Construction Training Scheme will not be required and the obligations within paragraphs 1 – 8 (inclusive) of this Schedule shall not apply where the First Owner/ Second Owner and the Council agree in writing prior to Commencement of Development that the First Owner/ Second Owner shall pay the Employment/Construction Training Contribution in lieu of provision of the Employment/Construction Training Scheme. In the event that the Parties agree that the Employment/Construction Training Contribution is due this shall be paid to the Council prior to Commencement of Development.
- 10 Not to Occupy or cause to be Occupied any part of the Development before:
 - 10.1 the approved Employment/Construction Training Scheme has been implemented and delivered by the First Owner/ Second 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 Employment/Construction Training Contribution has been paid to the Council; or
 - 10.3 the Employment/Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

SCHEDULE 7

TRAVEL PLAN

The First Owner/ Second Owner hereby covenant and agree with the Council as follows:

1 Not to Occupy the Development until the Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).

2 The Travel Plan shall include as a minimum:

2.1 Company name, hours of operation and proposed number of staff;

2.2 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;

2.3 The length of the monitoring period for the Travel Plan which shall not be less than the Travel Plan Monitoring Period;

2.4 A timetable for the preparation, implementation, monitoring and review (within the Travel Plan Monitoring Period) of all stages of the Travel Plan;

2.5 The period post Occupation when the initial Travel Plan Monitoring will be undertaken and details of subsequent Travel Plan Monitoring for the purposes of assessment achievement of Targets; and

2.6 The Targets.

3 The Travel Plan shall be implemented by the First Owner/ Second Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Development.

4 To procure the funding and implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Travel Plan for the Travel Plan Monitoring Period.

5 The First Owner/ Second Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Travel Plan Co-ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.

6 The First Owner/ Second Owner shall be responsible for the reasonable and proper costs of any Travel Plan Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Travel Plan Co-ordinator and the Auditor.

7 In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owners will employ (or will procure the

employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.

8 Following approval of the Travel Plan for the Development the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Travel Plan Monitoring Period including undertaking the following:

8.1 within twenty-eight (28) days of the Occupation of the Development to provide written details of the Travel Plan to all new occupiers of the Commercial Units;

8.2 to use reasonable endeavours to ensure that employees/users of the Commercial Units comply with the Travel Plan;

8.3 to undertake the initial Travel Plan Monitoring which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an annual review of the Travel Plan and provide a written report within twenty-eight (28) days of the review to the Council;

8.4 to supply the Council with a statistical summary of the modes of transport used by employees/users disclosed by any Travel Plan Monitoring or copies of any questionnaires completed by employees/users; and

8.5 to secure that the results of the Travel Plan Monitoring are verified by an Auditor within two (2) calendar months of the Travel Plan Monitoring taking place by methods that accord with the reasonable requirements of the Council.

9 The First Owner/ Second Owner will implement any reasonable recommendations made by the Council following each annual review of the Travel Plan within twenty-eight (28) days of such recommendation being made by the Council.

SCHEDULE 8

ARCHITECTS RETENTION COSTS

DESIGN TEAM STATEMENT

1. None of the following applications shall be submitted unless accompanied by a statement prepared by the First Owner/ Second Owner specifying the design team involved in the preparation of those details (the 'Design Team Statement'):
 - 1.1. An application pursuant to design related Conditions of the Planning Permission;
 - 1.2. An application for a s96A Amendment under the 1990 Act; and
 - 1.3. An application for a s73 Permission under the 1990 Act.
2. The First Owner/ Second Owner shall also submit a statement to the Council specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.

ARCHITECT RETENTION COSTS

3. If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 1 above and overseeing the construction of the Development) the First Owner/ Second Owner shall forthwith-
 - 3.1. Notify the Council within 14 Working Days of such non- retention;
 - 3.2. agree with the Council the amount of the Architect Retention Costs; and
 - 3.3. Pay to the Council within 10 Working Days of demand the Architect Retention Costs and it is agreed that;
 - 3.3.1. Such costs may relate either to staff employed directly by the Council or third party consultants retained by the Council; and
 - 3.3.2. The LPA may make more than one demand for payment of the Architect Retention Costs;

PROVIDED THAT the amount payable to the Council in Architect Retention costs shall not exceed £50,000 (Index Linked)

RESTRICTION ON DEVELOPMENT

4. The First Owner/ Second Owner shall not Commence the Development until the First Owner/ Second Owner has either:-
 - 4.1. provided reasonably satisfactory evidence to the Council that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings;
 - 4.2. Paid the first instalment of the Council's Architect Retention Costs if the Architect has not been retained to oversee the design quality of the Development.
5. If within 20 Working Days of the notification under sub-paragraph 3.1, agreement has not been reached under sub-paragraph 3.2 then the matter shall be resolved

in accordance with Clause 9 (*Arbitration*) of this Agreement without causing any delay to the Development.

6. No Development shall be carried out if the Council's Architect Retention Costs have not been paid by the end of the period specified in paragraph 5 above.

APPENDIX 1
FORM PO1

TO: HEAD OF PLANNING AND ENFORCEMENT

RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON

3N CIVIC CENTRE

HIGH STREET UXBRIDGE

MIDDLESEX UB8 1UW

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

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

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

☐

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY):

MAINTENANCE COSTS (COMMUTED SUM) _____

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

APPENDIX 1A

Without prejudice to any other notice required to be given pursuant to the terms of this Agreement the First Owner/ Second Owner covenants that:

Notification of Commencement of Development

- 1.1 Prior to Commencement of the Development it shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.
- 1.2 it shall provide the Council with no less than 20 (twenty) Working Days prior notice of the intended date of Commencement
- 1.3 it shall not Commence the Development unless and until the notice required by Paragraph 1.2 has been provided to the Council
- 1.4 it shall subsequently notify the Council promptly and in any event within 5 (five) Working Days of the actual date of Commencement of Development

Notification of Occupation

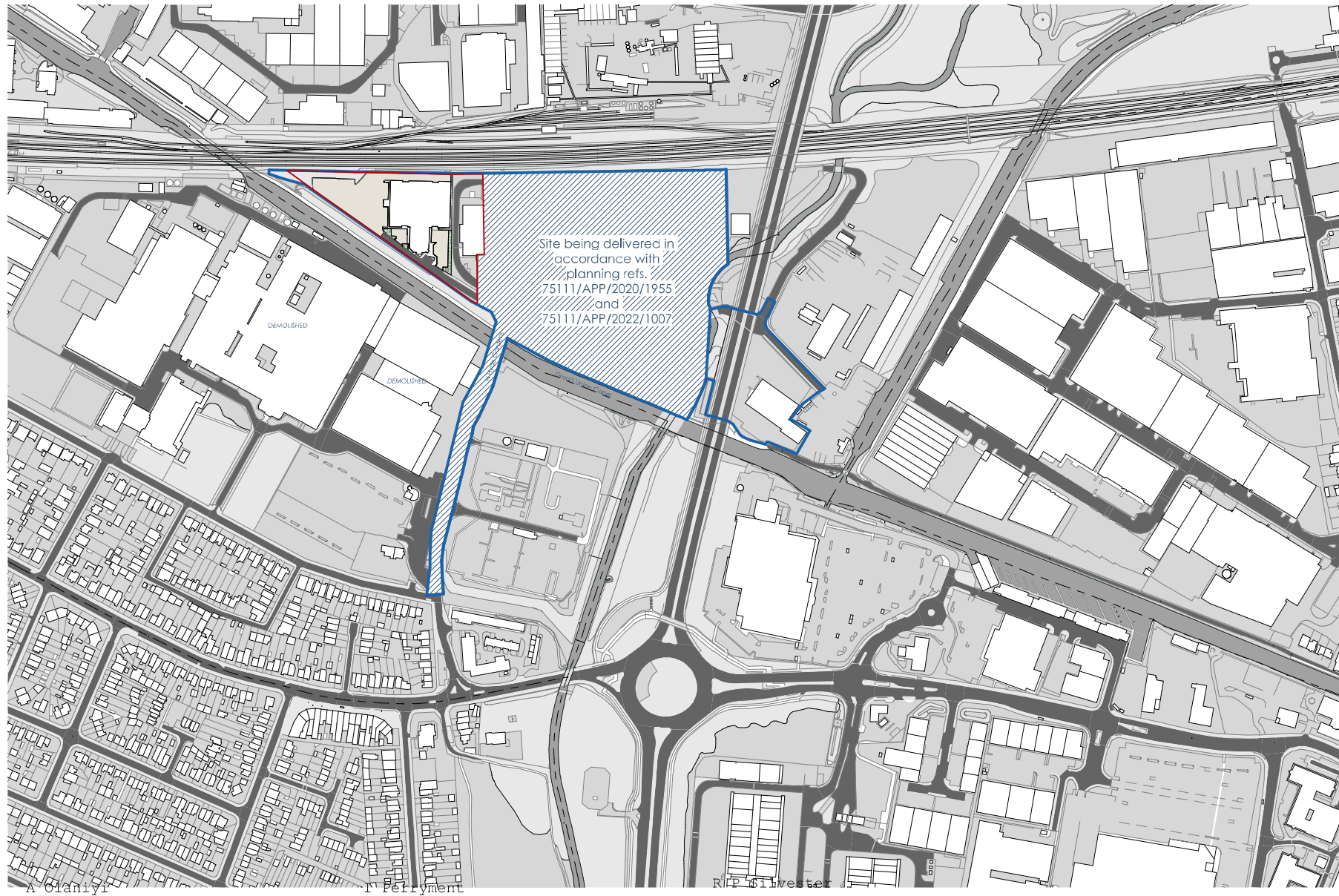
- 1.5 it shall provide the Council with no less than 20 (twenty) Working Days prior notice of the intended date of Occupation of the Development
- 1.6 the First Owner/ Second Owner shall not Occupy the Development unless and until the notice required by Paragraph 1.5 has been provided to the Council and it shall notify the Council promptly and in any event within 5 (five) Working Days of the actual date of Occupation of the Development.

Notification of Completion

- 1.7 it shall provide the Council with a copy of the final Certificate of Practical Completion of the Development
- 1.8 Failure to provide any notice pursuant to this Schedule or otherwise required by this Agreement shall constitute a breach of the terms of this Agreement.

APPENDIX 2

PLAN



Ayodapo Olaniyi

1. PSD

Robert P Silvester

Legend

Blue line: Planning Boundary

Red line: Site Boundary



Planning

ARK

Union Park at Bulls Bridge

A01 - 1:500 LOCATION PLAN

1:500 SCALE 1:500

1:500 SCALE 1:500

1:500 SCALE 1:500

APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Nick Heard
Savills
5th Floor
2 Kingsway
Cardiff
CF10 3FD

Application Ref: 75111/APP/2025/739

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 site to deliver extension to existing Union Park data centre campus consisting of (a) free standing data centre building; (b) energy, power, and water infrastructure; (c) site access and internal roads; (d) site security arrangements; (e) hard and soft, green landscaping; and (f) other ancillary and auxiliary forms of development.

Location of development: Union Park Up4 North Hyde Gardens Hayes

Date of application: 2nd April 2025

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 75111/APP/2025/739

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:-

Site Location Plan:

NWA-0474-SW-ZZ-DR-A-010000 Rev. P01

Site:

MWL-0474-SEW-ZZ-DR-L-100003 Rev. P14 Block 4 Landscape Masterplan

NWA-0474-SW-ZZ-DR-A-900000 Rev. P01 Proposed Overall Site Plan

NWA-0474-SW-ZZ-DR-A-900001 Rev. P01 Proposed Enlarged Site Plan

NWA-0474-SW-ZZ-DR-A-900909 Rev. P01 Fence Overall Site Plan

NWA-0474-SW-ZZ-DR-A-900910 Rev. P01 Proposed Fence Details

NWA-0474-SW-ZZ-DR-A-900911 Rev. P01 Proposed Cycle Racks Details

Floor Plans:

NWA-0474-UP4-00-DR-A-030000 Rev. P01 Proposed Ground Floor Plan

NWA-0474-UP4-01-DR-A-030010 Rev. P01 Proposed First Floor Plan

NWA-0474-UP4-02-DR-A-030020 Rev. P01 Proposed Second Floor Plan

NWA-0474-UP4-03-DR-A-030030 Rev. P01 Proposed Third Floor Plan

NWA-0474-UP4-04-DR-A-030040 Rev. P01 Proposed Fourth Floor Plan

NWA-0474-UP4-05-DR-A-030050 Rev. P01 Proposed Fifth Floor Plan

Elevations:

NWA-0474-UP4-ZZ-DR-A-030700 Rev. P01 Proposed Elevations

NWA-0474-SW-ZZ-DR-A-030800 Rev. P01 Site Context Sections

Sections:

NWA-0474-UP4-ZZ-DR-A-030801 Rev. P02 Proposed Building Sections

Bay Studies:

NWA-0474-UP4-XX-DR-A-030610 Rev. P01 B4 Facade Bay Study 1 - UP4

NWA-0474-UP4-XX-DR-A-030611 Rev. P01 B4 Facade Bay Study 2 - AB5

NWA-0474-UP4-XX-DR-A-030612 Rev. P01 B4 Facade Bay Study 3 - EC4

Thereafter the development hereby permitted shall be retained/maintained for as long as the development remains in existence.

REASON

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

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

Planning:

Planning & Economic Benefits Statement (Dated March 2025)

Environment Impact Assessment:

Environmental Statement (Dated April 2025)

Design and Heritage:

NWA-0474-UP4-XX-RP-A-000005 P01 Design and Access Statement (Dated 28th February 2025)

Historic Environment Desk-Based Assessment V1 (Dated March 2025)

MWL-0474-SEW-XX-REP-L-100006 P3 Landscape / Townscape & Visual Impact Assessment (Dated 28th February 2025)

MWL-0474-SEW-XX-REP-L-100013 P1 Landscape / Townscape & Visual Impact Assessment Addendum (Dated 1st August 2025)

MWL-0474-SEW-XX-REP-L-100010 P3 Landscape Design Statement (Dated 28th February 2025)

MWL-0474-SEW-XX-REP-L-100007 P3 Landscape Management and Maintenance Plan (Dated 28th February 2025)

MWL-0474-SEW-ZZ-DR-L-100002 Rev. P10 Urban Greening Factor

Fire Safety Planning Strategy Report Issue 3

HDR-0474-XX-XX-REP-C-000005 P01 Utilities Statement Report (Dated 28th February 2025)

HDR-0474-XX-XX-REP-C-000006 P01 Infrastructure Statement (Dated 28th February 2025)

Environmental:

Phase 2 Ground Investigation Report Rev. B (Dated 21st February 2025)

HDR-0474-XX-XX-REP-C-000008 P01 Cut and Fill Report (Dated 28th February 2025)

Ecological Enhancement Scheme VF3 (Dated 28th February 2025)

Ecological Assessment VF5 (Dated 28th February 2025)

Biodiversity Net Gain Report VF2 (Dated 28th February 2025)

Bird Hazard Management Plan VF4 (Dated 28th February 2025)

SJA air 23258-01b Arboricultural Implications Report (Dated February 2025)

R/NS/1/250226 V02 Plant Noise Assessment Report (Dated 26th February 2025)

BRS-0437-0 Rev. 3.0 Wind and Microclimate Report (Dated 28th February 2025)

6599 Daylight and Sunlight Report (Dated 27th February 2025)

Aviation Report Covering Letter (Dated 12th March 2025) and CL-5447-RPT-002 V1.0 Aviation Report (Dated June 2020)

Sustainability:

HDR-0474-XX-XX-REP-MD-000002 Sustainability Statement (Dated 28th February 2025)

HDR-0474-XX-XX-REP-MD-000004 Whole Life Carbon Assessment (Dated 28th February 2025)

HDR-0474-XX-REP-MD-000003 Circular Economy Statement (Dated 28th February 2025)

HDR-0474-XX-XXX-REP-MD-000001 P01 Energy and Overheating Statement (Dated 28th February 2025)

BREEAM Pre-assessment Report V1 (Dated 13th November 2024)
HDR-0474-XX-XX-REP-C-000002 Issue P02 Flood Risk Assessment and Drainage Strategy (Dated 23rd May 2025)

Transport:

HDR-0474-XX-XX-REP-C-000003 Rev. P01 Transport Assessment (Dated 28th February 2025)
HDR-0474-XX-XX-REP-C-000004 P01 Travel Plan (Dated 28th February 2025)
HDR-0474-XX-XX-RP-C-000007 P01 Delivery and Service Management Plan (Dated 28th February 2025)
Construction Logistics and Management Plan Rev. 2 (Dated 20th February 2025)
Site Waste Management Plan (Dated February 2025)

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

REASON

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

- 4 The development shall be operated in accordance with the air quality emissions set out in Table A6.4.4: Generator Emission Calculation Inputs page 19 of the Appendix 6.1-6.6 - Air Quality Report (Dated 7th March 2025) and Table 4.1: Model Inputs for Generators of the Appendix 6.1-6.6 - Air Quality Report (Dated 7th March 2025), which confirms that the following emissions shall not be exceeded:

(i) Emissions per generator per year: Total annual emissions per backup generator shall not exceed 0.0872748 tonnes of NOx/year and not exceed 0.0020808 tonnes of PM2.5/ year.

(ii) Total emissions per year: Total annual emissions for the total 14 generators shall not exceed 0.6546216 tonnes of NOx/year and not exceed 0.012622 tonnes of PM2.5/ year.

REASON

As the application site is within an Air Quality Focus Area and Air Quality Management Area, in close proximity to sensitive receptors, and to reduce the impact on air quality in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), the London Borough of Hillingdon Air Quality Action Plan 2019-2023, Policy SI 1 of the London Plan (2021), and the National Planning Policy Framework (2024).

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

REASON

To ensure that the provisions of the development are secured to the data centre use proposed to prevent detrimental impacts arising from an alternative use which is not permitted, including impacts on the local highway network and air quality, in accordance with Policies DMTC 1, DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies T4 and SI 1 of the London Plan (2021) and the National Planning Policy Framework (2024).

- 6 Notwithstanding the provisions of Part 7, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification), the buildings shall not be extended without the prior written consent of the Local Planning Authority.

REASON

To ensure that the Local Planning Authority have assessed all the implications of the development, including impacts on design, the local highway network and air quality, in accordance with Policies DMHB 11, DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies D4, T4 and SI 1 of the London Plan (2021) and the National Planning Policy Framework (2024).

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

REASON

To ensure that the Local Planning Authority have assessed all the implications of the development, including impacts on design, the local highway network and air quality, in accordance with Policies DMHB 11, DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies D4, T4 and SI 1 of the London Plan (2021) and the National Planning Policy Framework (2024).

- 8 For the lifetime of the development hereby permitted the rating level (LAr) of noise caused by its operation shall not exceed:

42 dB LAr 15 min for any fifteen-minute period between 2300 and 0700, and

45 dB LAr 1 hour for any one-hour period between 0700 and 2300,

determined one metre free field external to any window or door of any permanent residential, in accordance with 'Methods for rating and assessing industrial and commercial sound' British Standards Institution BS4142 2014.

REASON

To safeguard the noise environment and the amenity of neighbours, in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

- 9 The routine testing of equipment designed to operate only in an emergency shall only be carried out on any normal working day Monday to Friday, between the hours of 0800 and 2000, with the duration and frequency stipulated by the Operating Regime (including testing and maintenance), not to exceed an average of 15 hours per year per generator, unless agreed otherwise in writing by the Local Planning Authority.

REASON

To safeguard the noise environment and the amenity of neighbours, in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

- 10 The generators shall be fueled by hydrotreated vegetable oil (HVO) or an alternative fuel with an equivalent or lower level of pollutant emissions only, except where undertaking best endeavours, the operator has been unable to obtain a supply of HVO or an alternative low emission fuel.

REASON

As the application site is within an Air Quality Focus Area and Air Quality Management Area, in close proximity to sensitive receptors, and to reduce the impact on air quality in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), the London Borough of Hillingdon Air Quality Action Plan 2019-2023, Policy SI 1 of the London Plan (2021), and the National Planning Policy Framework (2024).

- 11 The development hereby approved shall provide a single point of connection to allow future connection to a district heating network. Provision for this connection shall include space for heat exchangers in the energy centre, a safeguarded pipe route to the site boundary, and sufficient space in cross section for primary district heating pipes where proposed routes are through utility corridors.

REASON

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

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

REASON

To comply with the London's Low Emission Zone for non-road mobile machinery as per requirements of the London Environment Strategy, in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 1 of the London Plan (2021) and the National Planning Policy Framework (2024).

- 13 Prior to the commencement of works on site, a Construction Environmental Management and Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority, in consultation with relevant stakeholders Canal & River Trust, Ministry of Defence, Heathrow Airport Safeguarding and Network Rail). This plan shall detail:

- i. The phasing of the works;
- ii. The hours of work;
- iii. On-site plant and equipment;
- iv. Measures to mitigate noise and vibration;
- v. Measures to mitigate impact on air quality;
- vi. Waste management;
- vii. Site transportation and traffic management, including:
 - (a) HGV Routing enforcement;
 - (b) Signage;
 - (c) Vehicle types and sizes;
 - (d) Hours of arrivals and departures of staff and deliveries (avoiding peaks);
 - (e) Frequency of visits;
 - (f) Parking of site operative vehicles;
 - (g) On-site loading/unloading and wheel washing arrangements
 - (h) Use of an onsite banksman (if applicable)
 - (i) Use of consolidation centres to reduce HGV movements.
 - (j) Achieve FORS Gold standard and 5* Direct Vision Standard.
 - (k) Encourage use of active travel.
- viii. The arrangement for monitoring and responding to complaints relating to demolition and construction;
- ix. Details of cranes and other tall construction equipment (including the details of obstacle lighting);
- x. Measures to avoid and mitigate impacts to the Grand Union Canal Site of Importance for Nature Conservation.

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

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

REASON

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

- 14 Prior to the commencement of works on site, a Risk Assessment and Construction Methodology Plan shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Canal and River Trust). The plan shall include details of all earthmoving, excavations and the design and construction of all foundations for all works adjacent to the waterways.

REASON

To safeguard the stability of the canal infrastructure, in accordance with paragraphs 187, 196 and 197 of the National Planning Policy Framework (2024).

- 15 (i) The development shall not commence until a scheme to deal with contamination has been submitted to and approved by the Local Planning Authority (LPA). All works which form part of any required remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:

(a) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified shall be agreed in writing with the LPA prior to commencement, 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 there mediation 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 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 and/or engineering purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the factual results and interpretive reports of this testing shall be submitted to and approved in writing by the Local Planning Authority.

REASON

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Hillingdon Local Plan: Part 2 (January 2020) Policies - DMEI 11: Protection of Ground Water Resources and DMEI 12: Development of Land Affected by Contamination.

- 16 Prior to the commencement of above ground construction works for the development, details and samples of materials and external surfaces for the development shall be submitted to and approved in writing by the Local Planning Authority. This shall include:

(i) Mock-up sample panels of UP4 Bay Study 1, AB5 Bay Study 2 and EC4 Bay Study 3 (plan refs. NWA-0474-UP4-XX-DR-A-030610 Rev. P01, NWA-0474-UP4-XX-DR-A-030611 Rev. P01, NWA-0474-UP4-XX-DR-A-030612 Rev. P01) provided at a scale and location to be agreed with the Local Planning Authority. This shall be accompanied by a schedule of all materials to be used in the external elevations of the buildings.

(ii) Materials for other facades shall be submitted as a sample board with an accompanied schedule of materials.

The design and construction of the structure shall not prejudice the provision of an acceptable detailed design and material treatment of facades.

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

REASON

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

- 17 Prior to the commencement of above ground construction works for the development, details of the Energy Centre 4 (EC4) lighting scheme shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Canal and River Trust and Network Rail). This shall include a mock-up sample panel of the EC4 Bay Study 3 (plan ref. NWA-0474-UP4-XX-DR-A-030612 Rev. P01) south and west facade provided at a scale and location to be agreed with the Local Planning Authority.

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

REASON

To ensure that the development presents a satisfactory high quality appearance and does not adversely impact neighbouring residents of the Hayes Village development, in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020). To ensure that biodiversity within the ecological corridor is not adversely impacted by the proposed lighting, in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Part 2 (2020). To ensure lighting associated with the development does not interfere with the sighting of signalling apparatus and/or train drivers vision on approaching trains.

- 18 Prior to commencement of works above ground level, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority, in consultation with relevant stakeholders (including the Canal & River Trust, Ministry of Defence, Heathrow Airport Safeguarding and Network Rail). The scheme shall include:-

1. Details of Soft Landscaping

1.a Planting plans (at not less than a scale of 1:100) with at least 34 no. new trees to be planted, including pollution absorbing species

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

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

2. Details of Hard Landscaping

2.a Refuse Storage

- 2.b Cycle Storage (showing secure and sheltered provision for 8 no. bicycles, including access provisions, in accordance with London Cycling Design Standards)
- 2.c Full details of the means of enclosure and boundary treatments, including product details with materials and finish
- 2.d Car Parking Layouts, including:
 - 14no. car parking spaces of which 1no. would be allocated as a disabled persons space, served by 6no. active electric vehicle charging points and 3no. passive electric vehicle charging infrastructure
- 2.e Hard Surfacing Materials (including the external areas and amenity areas which would be accessible to disabled people, including wheelchair users)
- 2.f External Lighting (External lighting should be angled downwards, and light directed into the site, and it should not provide flood lighting to the canal corridor to show consideration for bats and other nocturnal species).
- 2.g Other structures

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

5. Other

- 5.a Existing and proposed functional services above and below ground
- 5.b Proposed finishing levels or contours

6. Confirmation of the final Urban Greening Factor score

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

REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with Policies DMHB 11, DMHB 12, DMHB 14, DMT 2, DMT 6 and DMEI 1 of the Hillingdon Local Plan: Part 2 (2020) and Policies G1, G5, T5, T6, T6.2 and T7 of the London Plan (2021).

- 19 Prior to commencement of above ground works, details of an external lighting scheme shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Canal and River Trust and Network Rail). Such details shall include location, height, type and direction of light sources and intensity of illumination.

Thereafter the external lighting shall be installed prior to occupation and maintained in full accordance with the approved details.

REASONS

To ensure that biodiversity within the ecological corridor is not adversely impacted by the proposed lighting, in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020). To ensure lighting associated with the development does not interfere with the sighting of signalling apparatus and/or train drivers vision on approaching trains.

- 20 Prior to commencement of above ground works, a Biodiversity Gain Plan for the site, demonstrating compliance with the 10% biodiversity net gain requirement in accordance with the Environment Act 2021, shall be submitted to and approved in writing by the Local Planning Authority. The Biodiversity Gain Plan should include:

i. Baseline Biodiversity Assessment: Using the latest Defra Biodiversity Metric, a report of the site's pre-development biodiversity value; and

ii. On-Site Enhancement and 30-year Habitat Management Plan (HMP) detailing measures to achieve BNG on-site, including species protection, habitat creation, and ongoing management strategies to maintain gains for a minimum of 30 years. The HMP should, as a minimum, include:

- a) Description and evaluation of the features to be managed.
- b) Aims, objectives and targets for management.
- c) Description of the management operations necessary to achieving aims and objectives.
- d) Prescriptions for management actions.
- e) Preparation of a works schedule, including an annual works schedule.
- f) Details of the monitoring needed to measure the effectiveness of management.
- g) Details of the timetable for each element of the monitoring programme.
- h) Details of the persons responsible for the implementation and monitoring.
- i) Report to the Council routinely regarding the state of the Biodiversity Net Gain requirements for development in years 1 (post-completion), 3, 5, 10, 20, and 30, with biodiversity reconciliation calculations at each stage; or

Where a biodiversity net gain of 10% is not achievable on site, in addition to the Baseline Biodiversity Assessment (i), the following shall be included in the BGP:

iii. Off-Site Biodiversity Credits or Statutory Credits: Where on-site measures do not achieve the 10% net gain, confirmation of the purchase of off-site biodiversity credits or statutory credits must be provided, including a receipt or proof of transaction as part of the Plan.

The approved Biodiversity Gain Plan shall be strictly adhered to, and development shall commence and operate in accordance with it.

REASON

To ensure the development delivers a Biodiversity Net Gain and secures the protection and effective management of the remaining habitat on site in accordance with Section 15 of the National Planning Policy Framework, Policy G6 of The London Plan (2021), and Policy DMEI 7 of the Hillingdon Local Plan Part 2 (2020).

- 21 Prior to commencement of development above ground level, a Bird Hazard Management Plan (BHMP) shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Ministry of Defence, Heathrow Airport Safeguarding and National Air Traffic Services). The Bird Hazard Management Plan should contain, but not be limited to:

- a. An assessment of the various bird species found in the vicinity of the site, to include species data and numbers;
- b. Details of layout of the solar panels, and roof proofing measures designed to prevent access to, and successful breeding by, large gulls, Feral Pigeons and any other identified problematic species on the roof spaces and on, under or around the PV panels; and
- c. Schedule for inspection of the roof spaces by a suitably qualified individual (to include details of roof access), details of the methods used to disturb/disperse birds, and a method statement for recording the results of the disturbance/dispersal activity.

The development shall be carried out and managed strictly in accordance with the details agreed and there shall be no variation without the express written consent of the Local Planning Authority.

REASON

To limit the potential of the site to attract and support populations of those bird species that may cause detriment to aviation safety, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Part 2 (2020).

- 22 Prior to commencement (except for demolition, ground and enabling work) of this development (excluding demolition and site clearance), a scheme for the provision of sustainable water management shall be submitted to, and approved in writing by the Local Planning Authority (in consultation with the Canal and River Trust). The scheme shall clearly demonstrate how it manages water and demonstrate ways of controlling the surface water on site by providing information on:

a) Sustainable Drainage features:

i. Surface water discharge - the submitted drainage strategy must identify the proposed method and location of discharging collected surface water from the site in accordance with the hierarchy set out in Policy SI 13 of the London Plan (2021). Where the proposal does not utilise the most sustainable solution, justification must be provided.

ii. SuDS - the submitted drainage strategy should incorporate Sustainable Drainage System (SuDS) elements that are embedded, where practicable, within the landscaping plan for the development. Preference should be given to above-ground SuDS elements that control water at source and provide wider biodiversity, water quality and amenity benefits.

iii. Runoff rates - provide the greenfield and proposed runoff rates for a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus 40% climate change.

Developments should aim to meet greenfield runoff rates unless a suitable justification can be provided.

iv. Drainage calculations - include calculations to demonstrate that the volume of storage and size of drainage features provided is adequate to control surface water for a range of storm duration and rainfall intensities for the entire site area for events up to and including the critical 1 in 100 plus 40% climate change rainfall event.

v. Exceedance routes - 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 the depth of the flooding confirmed. Safe access and egress for the site must be demonstrated.

b) Long-term management and maintenance of the drainage system.

i. 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.

ii. Include details of the necessary inspection regimes and maintenance frequencies.

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

REASON

To ensure that surface water run off is controlled and to ensure the development does not increase flood risk, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 12 and SI 13 of the London Plan (2021),

the National Planning Policy Framework (2024), and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

- 23 Prior to the commencement of the development (not including demolition and site clearance), water infrastructure details shall be submitted to and approved in writing by the Local Planning Authority. This detail shall:-

- i) achieve at least the BREEAM excellent standard for the 'Wat 01' water category 160 or equivalent;
- ii) incorporate measures such as smart metering, water saving and recycling measures, including retrofitting, to help to achieve lower water consumption rates and to maximise future-proofing;
- iii) seek to improve the water environment and ensure that adequate wastewater infrastructure capacity is provided; and
- iv) take action to minimise the potential for misconnections between foul and surface water networks.

The development must proceed and be occupied in accordance with the approved scheme.

REASON

To ensure compliance with Policy SI 5 of the London Plan (2021).

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

REASON

To ensure that surface water run off is controlled and to ensure the development does not increase flood risk, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 12 and SI 13 of the London Plan (2021), the National Planning Policy Framework (2024), and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

- 25 Prior to first occupation of the development, a detailed energy monitoring, recording and reporting plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall accord with the requirements of the London Plan (policy SI2) and the GLA Energy Assessment Guidance (June 2022 or as amended) and demonstrate that the development will maximise savings in CO2 emissions (achieving at least 73% on-site) from the regulated energy load in accordance with the approved energy strategy.

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

REASON

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

- 26 Prior to first occupation of the development, evidence that the cleanest backup emergency generators and cleanest fuel available to service the generators in the market will be deployed for the development, shall be submitted to and approved in writing by the Local Planning Authority. This should include a note explaining why alternative cleaner types of backup generators and fuel have not been chosen as emergency engines.

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

REASON

As the application site is within an Air Quality Focus Area and Air Quality Management Area, in close proximity to sensitive receptors, and to reduce the impact on air quality in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), the London Borough of Hillingdon Air Quality Action Plan 2019-2023, Policy SI 1 of the London Plan (2021), and the National Planning Policy Framework (2024).

- 27 Prior to first occupation of the development, evidence that the backup generators are to be fitted with selective catalytic reduction (SCR) technology to achieve a NO_x emission concentration of 95mg/Nm³ as maximum (at normalized conditions: 273.15 K, 101.3 kPa, and corrected for water vapor content (dry gas) and oxygen concentration of 5%) is to be submitted to and approved in writing by the Local Planning Authority. Evidence is to include, but is not restricted to, a written warranty and supporting documentation by the equipment manufacturers that this NO_x emission concentration is to be achieved, within 20 minutes of generator start-up.

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

REASON

As the application site is within an Air Quality Focus Area and Air Quality Management Area, in close proximity to sensitive receptors, and to reduce the impact on air quality in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), the London Borough of Hillingdon Air Quality Action Plan 2019-2023, Policy SI 1 of the London Plan (2021), and the National Planning Policy Framework (2024).

- 28 Prior to first occupation of the development, an Operating Regime (provided by the operator and supported by a manufacturer report), specifying the testing and maintenance regime and annual hours, shall be submitted to and approved in writing by the Local Planning Authority. The number of testing hours is to not exceed an average of 15 hours per generator per year and shall avoid AM and PM peak hours.

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

REASON

As the application site is within an Air Quality Focus Area and Air Quality Management Area, in close proximity to sensitive receptors, and to reduce the impact on air quality in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), the London Borough of Hillingdon Air Quality Action Plan 2019-2023, Policy SI 1 of the London Plan (2021), and the National Planning Policy Framework (2024).

- 29 Prior to occupation of the development, an Emission Reduction and Management Plan (ERMP) for the development, shall be submitted to and approved in writing by the Local Planning Authority. This shall outline and commit to a programme for carrying out a viability study to review emissions performance and alternative options for the diesel backup units, with clear time scales, to be submitted no later than year 19 and implemented no later than year 20. The viability study shall be based on the BAT (best available technology) principle giving weigh to sustainability principles and aligned with the objectives of the Borough on improving air quality. This shall include but is not limited to the following:

- (i) A review of options for reducing NO_x and PM_{2.5} emissions impacts for the National Grid power failures;
- (ii) A review of options for reducing NO_x and PM_{2.5} emissions for the testing regimes;
- (iii) A review of options for reducing NO_x and PM_{2.5} emissions by improved SCR systems /alternative retrofitting systems

- (iv) A review of options for reducing NO_x and PM_{2.5} emissions by alternative fuels
- (v) A feasibility study including benefit analysis for potential upgrades of the backup generators or other changes to infrastructure (e.g. SCR), type of fuel, generator type and operational regimes on site that could reduce emissions over time; alternative emergency backup solutions are to be also evaluated, e.g. fuel cells , etc.
- (vi) Use of the above information to propose appropriate changes in the generators type, selection of generators or other potential options for decreasing emissions over time no later than year 21; and
- (vii) Proposal of an appropriate timescale for improvements.

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

REASON

As the application site is within an Air Quality Focus Area and Air Quality Management Area, in close proximity to sensitive receptors, and to reduce the impact on air quality in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), the London Borough of Hillingdon Air Quality Action Plan 2019-2023, Policy SI 1 of the London Plan (2021), and the National Planning Policy Framework (2024).

- 30 Prior to first occupation of the development, an Emissions Monitoring Plan (EMP) shall be submitted to and approved in writing by the Local Planning Authority. The EMP shall detail the proposals for the implementation of flue gas monitoring to meet the requirements of Condition 4. The EMP must include all backup generators and shall be in place from the start of operations.

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

REASON

As the application site is within an Air Quality Focus Area and Air Quality Management Area, in close proximity to sensitive receptors, and to reduce the impact on air quality in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), the London Borough of Hillingdon Air Quality Action Plan 2019-2023, Policy SI 1 of the London Plan (2021), and the National Planning Policy Framework (2024).

- 31 Prior to the first occupation of the development, a Parking Design and Management Plan shall be submitted to and approved in writing by the Local Planning Authority. This shall detail car parking provision, indicating how the car parking will be designed and managed, with reference to Transport for London guidance on parking management and parking design. This should ensure that parking spaces are allocated appropriately, are leased and are not sold. The plan shall also outline how the number active electric vehicle charging points shall be activated (from passive) over time.

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

REASON

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

- 32 Prior to the first occupation of the development, details of a final Delivery, Servicing and Waste Management Plan shall be submitted to and approved in writing by the Local Planning Authority. This should accord with Transport for London's Delivery and Servicing Plan Guidance.

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

REASON

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

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

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

REASON

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

- 34 The building(s) shall achieve 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). No building shall be occupied until accreditation has been achieved.

REASON

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

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

i) a clear and effective strategy to encourage users of development to:-

- a) use public transport;
- b) cycle / walk to work where practicable;
- c) enter car share schemes;
- d) purchase and drive to work zero emission vehicles.

ii) Install EV fast charging points in accordance with approved plans to promote the use of zero emission vehicles.

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

REASON

As the application site is within an Air Quality Focus Area and Air Quality Management Area, and to reduce the impact on air quality in accordance with Policy EM8 of the Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies SI 1 and T4 of the London Plan (2021) and the National Planning Policy Framework (2024).

- 36 Trees, hedges and shrubs shown to be retained on the approved plans shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with

the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs' Remedial work should be carried out to BS BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

REASON

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

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

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

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

REASON

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

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

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

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

REASON

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

- 39 Within one year of first occupation of the development, details of the emergency backup generators shall be submitted to, and approved in writing by, the Local Planning Authority. The details shall demonstrate that the backup generators are of the same emission levels as described in Table A6.4.4 of Appendix 6 of the Air Quality Report (dated 7th March 2025) (as secured under Condition 4) or cleaner.

REASON

As the application site is within an Air Quality Focus Area and Air Quality Management Area, and to reduce the impact on air quality in accordance with Policy EM8 of the Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies SI 1 and T4 of the London Plan (2021) and the National Planning Policy Framework (2024).

INFORMATIVES

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act

(1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).

- 2 In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.

- 3 Section 106 Agreement Informative:

You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.

- 4 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at planning@hillingdon.gov.uk. The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

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

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

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

- 5 Equality Act 2010 Informative:

The Equality Act 2010 seeks to protect people accessing goods, facilities and services from discrimination on the basis of a 'protected characteristic', which includes those with a disability. As part of the Act, service providers are obliged to improve access to and within the structure of their building, particularly in situations where reasonable adjustment can be incorporated with relative ease. The Act states that service providers should think ahead to take steps to address barriers that impede disabled people.

- 6 Control of Environmental Nuisance from Construction Work:

Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

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

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

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

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

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

7 The Canal & River Trust advise as follows:

1. The applicant/developer is advised that there are fibre optic cables within the vicinity of the site along the footpath/towpath and necessary measures should be taken to ensure that these are not adversely affected during development, The applicant/developer is advised to contact the Canal & River Trust's Works Engineering Team (enquiries.TPWSouth@canalrivertrust.org.uk) in order to ensure that any necessary consents are obtained and that the works comply with the Canal & River Trust "Code of Practice for Works affecting the Canal & River Trust".

2. The applicant/developer is advised to contact Bernadette McNicholas of the Canal & River Trust's Estates Team (Bernadette.mcnicholas@canalrivertrust.org.uk) in order to ensure that the necessary licences, commercial agreements are obtained prior to any works, including landscaping and ecological enhancements, being carried out which may encroach on or over Trust owned land/waterspace.

3. The applicant is advised that any surface water discharge to the waterway will require prior consent from the Canal & River Trust. As the Trust is not a land drainage authority, such discharges are not granted as of right-where they are granted, they will usually be subject to completion of a commercial agreement. Please contact utilitiesenquiry@canalrivertrust.org.uk to discuss further. For us to monitor effectively our role as a statutory consultee, please send me a copy of the decision notice and the requirements of any planning obligation.

Comments as landowner

The applicant /developer is advised that any works on, under or over land within the ownership of the Canal & River Trust will require a separate agreement with the Trust. This would include elements such as landscaping, ecological enhancements, crane oversailing etc. Further detail on the works proposed and maintenance agreements will also be required. Please contact Bernadette McNicholas, Estates Surveyor to discuss this and commercial agreements or licences that may be required.

8 Thames Water Informative:

Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. Should you require further information please refer to our website. <https://www.thameswater.co.uk/help/home-improvements/how-to-connect-to-a-sewer/sewer-connection-design>

9 Environment Agency Informative

Environmental Permitting Regulations

The proposed development will require a permit under Section 1.1 Part A of the Environmental Permitting Regulations (England and Wales) 2016. We do not currently have enough information to know if the proposed development can meet our requirements to prevent, minimise and/or control pollution.

The combustion activity is comprised of aggregated diesel fired "back-up" generators for which additional aspects will be considered as part of the permitting process. The applicant is strongly advised to undertake enhanced pre-application discussions with the Environment Agency's Permitting Service and consider Twin Tracking an Environmental Permit application with this Planning Application.

The following issues will be considered as part of the permitting process for aggregated diesel generators:

- Impacts from air emissions from both (a) the testing and maintenance regime and (b) the worst case emergency scenario of all engines running continuously for 72 hours. Air Dispersion modelling will assess impact to both air quality standards and Acute Exposure Guideline Levels for Oxides of Nitrogen.
- The applicant has applied Best Available Techniques (BAT) namely;
- Selection of emissions optimised ignition engines that are compliant with USA EPA Tier II / TA Luft standards. Further guidance on BAT for engine design standards is published here <https://www.gov.uk/guidance/emergency-backup-diesel-engines-on-installations-best-available-techniques-bat>; It is however noted the proposal includes additional secondary abatement Selective Catalytic Reduction (SCR).
- A maintenance and testing regime that minimises the impact to air quality by minimising and sequencing of testing;
- Fuel storage and, where applicable, urea storage standards for ground and surface water protection.

Whether the applicant will need to go beyond BAT and install and optimise Selective Catalytic Reduction (SCR) to reduce emissions further. This is likely where air quality is poor or multiple sites using aggregated back-up engine co-locate.

- Stacks for the exhaust of emissions for back-up diesel generation are vertical and of sufficient height above nearby buildings and flow is unimpeded.
- Use of an Air Quality Manage Plan (AQMP) to manage and monitor air quality risks during site standby maintenance, testing and outage operations.

The Local Authority should satisfy themselves that the design of stacks facilitates dispersion of pollutants from local receptors (where SCR not proposed) and the development is not designed such that retrofitting Selective Catalytic Reduction for each engine is not possible. This is particularly important if the Authority considers co-location of aggregated standby generation is likely in the future. The Local Authority may wish to ensure the operator has selected emissions optimised engines as this may affect the design of the development if they need to change to secure an Environmental Permit.

An Environmental Permit only covers activities associated with the combustion of fuels in aggregated back-up generation and will not include emission limit values due to the nature of their use as emergency equipment. Monitoring will be undertaken using the low risk standard introduced for medium combustion plant (i.e. not MCERTS). The Environment Agency has issued a permit Ref DP3442QV and is determining a second permit ref ZP3527SS to operate the Data Centre(s) located to the east of this development.

If the development of all data centres in this specific location/area are operated by the same operating company it is likely a single EPR permit would be required to cover them all.

Contaminated Land

This development site appears to have been the subject of past industrial activity which poses a high risk of pollution to controlled water.

However, we are unable to provide site-specific advice relating to land contamination as we have recently revised our priorities so that we can focus on:

- Protecting and improving the groundwater that supports existing drinking water supplies
- Groundwater within important aquifers for future supply of drinking water or other environmental use.

We recommend that you refer to our published 'Guiding Principles for Land Contamination' which outlines the approach which should be adopted when managing this site's risks to the water environment.

We also advise that you consult with your Environmental Health/Environmental Protection Department for advice on generic aspects of land contamination management. Where planning controls are considered necessary, we recommend that the environmental protection of controlled waters is considered alongside any human health protection requirements. This approach is supported by paragraph 180 of the National Planning Policy Framework.

Land contamination: risk management and good practice

We recommend that developers should:

- Follow the risk management framework provided in Land Contamination: Risk Management, when dealing with land affected by contamination
- Refer to our Guiding principles for land contamination for the type of information that we require in order to assess risks to controlled waters from the site - the local authority can advise on risk to other receptors, such as human health
- Consider using the National Quality Mark Scheme for Land Contamination Management which involves the use of competent persons to ensure that land contamination risks are appropriately managed.

Refer to the contaminated land pages on gov.uk for more information.

Waste on-site

The CL:AIRE Definition of Waste: Development Industry Code of Practice (version 2) provides operators with a framework for determining whether or not excavated material arising from site during remediation and/or land development works is waste or has ceased to be waste. Under the Code of Practice:

- excavated materials that are recovered via a treatment operation can be reused on-site providing they are treated to a standard such that they are fit for purpose and unlikely to cause pollution
- treated materials can be transferred between sites as part of a hub and cluster project
- some naturally occurring clean material can be transferred directly between sites

Developers should ensure that all contaminated materials are adequately characterised both chemically and physically, and that the permitting status of any proposed on-site operations are clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays.

We recommend that developers should refer to:

- The position statement on the Definition of Waste: Development Industry Code of Practice
- The waste management page on GOV.UK

Waste to be taken off-site

Contaminated soil that is (or must be) disposed of is waste. Therefore, its handling, transport, treatment and disposal are subject to waste management legislation, which includes:

- Duty of Care Regulations 1991
- Hazardous Waste (England and Wales) Regulations 2005

- Environmental Permitting (England and Wales) Regulations 2016
- The Waste (England and Wales) Regulations 2011

Developers should ensure that all contaminated materials are adequately characterised both chemically and physically in line with British Standard BS EN 14899:2005 'Characterization of Waste - Sampling of Waste Materials - Framework for the Preparation and Application of a Sampling Plan' and that the permitting status of any proposed treatment or disposal activity is clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays.

If you receive (or reject) any hazardous waste, you must send a report to the Environment Agency. These are known as 'returns. If you dispose of hazardous waste at the premises where it's produced, you may also need to send returns. You should follow the guidance provided here: Hazardous waste: consignee returns guidance.

Advice to Applicant

Water Resources

Increased water efficiency in new developments potentially enables more growth to be realised without an increased availability of water resources. Developers can highlight responsible water use as a positive corporate social responsibility message that will boost the commercial appeal of the development. For the homeowner/tenant, lower water usage also reduces water and energy bills.

We endorse the use of water efficiency measures in all developments, particularly in those that are new. Use of technology that ensures efficient use of natural resources could support the environmental benefits of future proposals and could help attract investment to the area. Therefore, water efficient technology, fixtures and fittings should be all considered as an integral part of new developments and/or refurbishments. The technology used to achieve improved water efficiency (e.g. efficient fittings, greywater recycling, etc) is also an attractive feature for many prospective building owners and tenants.

Commercial/Industrial developments

We recommend that all new non-residential developments of 1000sqm gross floor area or more (i.e. 'major' developments) should achieve the BREEAM 'excellent' standard for water consumption (category 'WAT 01'), or equivalent. This standard may already be a requirement of the local planning authority.

10 Heathrow Airport Safeguarding Informative

Due to the site being within 6km of Heathrow Airport the crane operator is required to submit all crane details such as maximum height, operating radius, name, and phone number of site manager along with installation and dismantling dates to the CAA Airspace Coordination and Obstacle Management Service (ACOMS) system.

For notification, please follow the link via CAA website:

Crane notification | Civil Aviation Authority (caa.co.uk)

Once crane notification has been received from the CAA, Heathrow Works Approval Team will assess and issue the necessary crane permit. No cranes should operate on site until a crane permit has been issued.

Specific CAA guidance for crane lighting/markings is given in CAP1096: Guidance to crane users on the crane notification process and obstacle lighting and marking (caa.co.uk)

11 Network Rail Informative:

FENCING

If not already in place, the developer/applicant must provide at their expense a suitable trespass proof fence (of at least 1.8m in height) adjacent to Network Rail's boundary and make provision for its future maintenance and renewal without encroachment upon Network Rail land. Network Rail's existing fencing / wall must not be removed or damaged and at no point either during construction or after works are completed on site should the foundations of the fencing or wall or any embankment therein be damaged, undermined or compromised in any way. Any vegetation on Network Rail land and within Network Rail's boundary must also not be disturbed.

DRAINAGE

Soakaways / attenuation ponds / septic tanks etc, as a means of storm/surface water disposal must not be constructed near/within 5 metres of Network Rail's boundary or at any point which could adversely affect the stability of Network Rail's property/infrastructure. Storm/surface water must not be discharged onto Network Rail's property or into Network Rail's culverts or drains. Network Rail's drainage system(s) are not to be compromised by any work(s). Suitable drainage or other works must be provided and maintained by the Developer to prevent surface water flows or run-off onto Network Rail's property / infrastructure. Ground levels - if altered, to be such that water flows away from the railway. Drainage does not show up on Buried service checks.

FOUNDATIONS

Network Rail offers no right of support to the development. Where foundation works penetrate Network Rail's support zone or ground displacement techniques are used the works will require specific approval and careful monitoring by Network Rail. There should be no additional loading placed on the cutting and no deep continuous excavations parallel to the boundary without prior approval.

GROUND DISTURBANCE

The works involve disturbing the ground on or adjacent to Network Rail's land it is likely/possible that the Network Rail and the utility companies have buried services in the area in which there is a need to excavate. Network Rail's ground disturbance regulations applies. The developer should seek specific advice from Network Rail on any significant raising or lowering of the levels of the site.

SITE LAYOUT

It is recommended that all buildings be situated at least 2 metres from the boundary fence, to allow construction and any future maintenance work to be carried out without involving entry onto Network Rail's infrastructure. Where trees exist on Network Rail land the design of foundations close to the boundary must take into account the effects of root penetration in accordance with the Building Research Establishment's guidelines.

LANDSCAPING

Where trees/shrubs are to be planted adjacent to the railway boundary these shrubs should be positioned at a minimum distance greater than their predicted mature height from the boundary. Certain broad leaf deciduous species should not be planted adjacent to the railway boundary. We would wish to be involved in the approval of any landscaping scheme adjacent to the railway. Where landscaping is proposed as part of an application adjacent to the railway it will be necessary for details of the landscaping to be known and approved to ensure it does not impact upon the railway

infrastructure. Any hedge planted adjacent to Network Rail's boundary fencing for screening purposes should be so placed that when fully grown it does not damage the fencing or provide a means of scaling it. No hedge should prevent Network Rail from maintaining its boundary fence. Lists of trees that are permitted and those that are not are provided below and these should be added to any tree planting conditions:

Permitted:

Birch (Betula), Crab Apple (Malus Sylvestris), Field Maple (Acer Campestre), Bird Cherry (Prunus Pados), Wild Pear (Pyrs Communis), Fir Trees - Pines (Pinus), Hawthorne (Cretaegus), Mountain Ash - Whitebeams (Sorbus), False Acacia (Robinia), Willow Shrubs (Shrubby Salix), Thuja Plicatat "Zebrina"

Not Permitted:

Alder (Alnus Glutinosa), Aspen - Popular (Populus), Beech (Fagus Sylvatica), Wild Cherry (Prunus Avium), Hornbeam (Carpinus Betulus), Small-leaved Lime (Tilia Cordata), Oak (Quercus), Willows (Salix Willow), Sycamore - Norway Maple (Acer), Horse Chestnut (Aesculus Hippocastanum), Sweet Chestnut (Castanea Sativa), London Plane (Platanus Hispanica).

The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan (2021) and national guidance.

Part 1 Policies

PT1.BE1	(2012) Built Environment
PT1.E1	(2012) Managing the Supply of Employment Land
PT1.EM3	(2012) Blue Ribbon Network
PT1.EM6	(2012) Flood Risk Management
PT1.EM7	(2012) Biodiversity and Geological Conservation
PT1.EM8	(2012) Land, Water, Air and Noise
PT1.HE1	(2012) Heritage

Part 2 Policies

DMAV 1	Safe Operation of Airports
DMCI 7	Planning Obligations and Community Infrastructure Levy
DME 1	Employment Uses in Designated Sites
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 10	Water Management, Efficiency and Quality

DMEI 12	Development of Land Affected by Contamination
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 7	Biodiversity Protection and Enhancement
DMEI 8	Waterside Development
DMEI 9	Management of Flood Risk
DMHB 1	Heritage Assets
DMHB 10	High Buildings and Structures
DMHB 11	Design of New Development
DMHB 12	Streets and Public Realm
DMHB 14	Trees and Landscaping
DMHB 15	Planning for Safer Places
DMHB 4	Conservation Areas
DMHB 7	Archaeological Priority Areas and archaeological Priority Zones
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 6	Vehicle Parking
LPP D11	(2021) Safety, security and resilience to emergency
LPP D12	(2021) Fire safety
LPP D13	(2021) Agent of change
LPP D14	(2021) Noise
LPP D3	(2021) Optimising site capacity through the design-led approach
LPP D4	(2021) Delivering good design
LPP D5	(2021) Inclusive design
LPP D8	(2021) Public realm
LPP D9	(2021) Tall buildings
LPP E4	(2021) Land for industry, logistics and services to support London's economic function

LPP E5	(2021) Strategic Industrial Locations (SIL)
LPP E7	(2021) Industrial intensification, co-location and substitution
LPP G1	(2021) Green infrastructure
LPP G5	(2021) Urban greening
LPP G6	(2021) Biodiversity and access to nature
LPP G7	(2021) Trees and woodlands
LPP HC1	(2021) Heritage conservation and growth
LPP SI1	(2021) Improving air quality
LPP SI12	(2021) Flood risk management
LPP SI13	(2021) Sustainable drainage
LPP SI2	(2021) Minimising greenhouse gas emissions
LPP SI3	(2021) Energy infrastructure
LPP SI4	(2021) Managing heat risk
LPP SI5	(2021) Water infrastructure
LPP SI6	(2021) Digital connectivity infrastructure
LPP T1	(2021) Strategic approach to transport
LPP T2	(2021) Healthy Streets
LPP T3	(2021) Transport capacity, connectivity and safeguarding
LPP T4	(2021) Assessing and mitigating transport impacts
LPP T5	(2021) Cycling
LPP T6	(2021) Car parking
LPP T6.2	(2021) Office parking
LPP T6.5	(2021) Non-residential disabled persons parking
LPP T7	(2021) Deliveries, servicing and construction
LPP T8	(2021) Aviation
LPP T9	(2021) Funding transport infrastructure through planning
NPPF10 - 24	NPPF10 2024 - Supporting high quality communications

NPPF11 - 24	NPPF11 2024 - Making effective use of land
NPPF12 - 24	NPPF12 2024 - Achieving well-designed places
NPPF14 - 24	NPPF14 2024 - Meeting the challenge of climate change, flood and coastal change
NPPF15 - 24	NPPF15 2024 - Conserving and enhancing the natural environment
NPPF16 - 24	NPPF16 2024 - Conserving and enhancing the historic environment
NPPF2 -24	NPPF2 2024 - Achieving sustainable development
NPPF4 -24	NPPF4 2024 - Decision making
NPPF6 -24	NPPF6 2024 - Building a strong, competitive economy
NPPF8 -24	NPPF8 2024 - Promoting healthy and safe communities
NPPF9 -24	NPPF9 2024 - Promoting sustainable transport

END OF SCHEDULE

Address:

Development Management
 Directorate of Place
 Hillingdon Council
 3 North, Civic Centre, High Street, Uxbridge UB8 1UW
www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref: 75111/APP/2025/739

SCHEDULE OF PLANS

Appendix 6.1-6.6 - Air Quality Report (Dated 7th March 2025) - received 18 Mar 2025

MWL-0474-SEW-XX-REP-L-100013 P1 Landscape / Townscape & Visual Impact Assessment Addendum (Dated 1st August 2025) - received 04 Aug 2025

MWL-0474-SEW-XX-REP-L-100010 P3 Landscape Design Statement (Dated 28th February 2025) - received 18 Mar 2025

MWL-0474-SEW-XX-REP-L-100007 P3 Landscape Management and Maintenance Plan (Dated 28th February 2025) - received 18 Mar 2025

Phase 2 Ground Investigation Report Rev. B (Dated 21st February 2025) - received 18 Mar 2025

Statement of Community Involvement - received 18 Mar 2025

Statutory Biodiversity Metric Calculation Tool - received 18 Mar 2025

MWL-0474-SEW-ZZ-DR-L-100002 Rev. P10 Urban Greening Factor - received 18 Mar 2025

BRS-0437-0 Rev. 3.0 Wind and Microclimate Report (Dated 28th February 2025) - received 18 Mar 2025

PLAN ECO 2: Ecological Features Rev. A - received 18 Mar 2025

HDR-0474-XX-XX-REP-MD-000002 Sustainability Statement (Dated 28th February 2025) - received 18 Mar 2025

HDR-0474-XX-XX-REP-C-000004 P01 Travel Plan (Dated 28th February 2025) - received 18 Mar 2025

HDR-0474-XX-XX-REP-MD-000004 Whole Life Carbon Assessment (Dated 28th February 2025) - received 18 Mar 2025

HDR-0474-XX-XX-REP-C-000002 Issue P02 Flood Risk Assessment and Drainage Strategy (Dated 23rd May 2025) - received 05 Jun 2025

DR-0474-XX-XX-REP-C-000003 Rev. P03 Transport Assessment (Dated 28th July 2025) - received 29 Jul 2025

HDR-0474-XX-XX-REP-C-000005 Rev. P03 Utilities Statement (Dated 28th July 2025) - received 29 Jul 2025

HDR-0474-XX-XX-RP-C-000007 Rev. P03 Delivery and Service Management Plan (Dated 28th July 2025) - received 29 Jul 2025

NWA-0474-SW-ZZ-DR-A-010000 Rev. P01 - received 18 Mar 2025

MWL-0474-SEW-XX-REP-L-100006 P3 Landscape / Townscape & Visual Impact Assessment (Dated 28th February 2025) - received 18 Mar 2025

MWL-0474-SEW-ZZ-DR-L-100003 Rev. P14 - received 18 Mar 2025

R/NS/1/250226 V02 Plant Noise Assessment Report (Dated 26th February 2025) - received 18 Mar 2025

NWA-0474-SW-ZZ-DR-A-900902 Rev. P01 - received 18 Mar 2025

NWA-0474-SW-ZZ-DR-A-900909 Rev. P01 - received 18 Mar 2025

NWA-0474-SW-ZZ-DR-A-900910 Rev. P01 - received 18 Mar 2025

NWA-0474-SW-ZZ-DR-A-900911 Rev. P01 - received 18 Mar 2025
 NWA-0474-SW-ZZ-DR-A-900000 Rev. P01 - received 18 Mar 2025
 NWA-0474-SW-ZZ-DR-A-900001 Rev. P01 - received 18 Mar 2025
 NWA-0474-UP4-00-DR-A-030000 Rev. P01 - received 18 Mar 2025
 NWA-0474-UP4-01-DR-A-030010 Rev. P01 - received 18 Mar 2025
 NWA-0474-UP4-02-DR-A-030020 Rev. P01 - received 18 Mar 2025
 NWA-0474-UP4-03-DR-A-030030 Rev. P01 - received 18 Mar 2025
 NWA-0474-UP4-04-DR-A-030040 Rev. P01 - received 18 Mar 2025
 TDN001 Technical Note Issue P02 - received 22 Jul 2025
 Ecological Enhancement Scheme VF4 (Dated 15th May 2025) - received 18 Mar 2025
 Response Note (Dated 14th July 2025) - received 16 Jul 2025
 SJA air 23258-01b Arboricultural Implications Report (Dated February 2025) - received 18 Mar 2025
 HDR-0474-XX-REP-MD-000003 Circular Economy Statement (Dated 28th February 2025) - received 18 Mar 2025
 Ecological Assessment VF5 (Dated 28th February 2025) - received 18 Mar 2025
 Ecological Enhancement Scheme VF3 (Dated 28th February 2025) - received 18 Mar 2025
 HDR-0474-XX-XXX-REP-MD-000001 P01 Energy and Overheating Statement (Dated 28th February 2025) - received 18 Mar 2025
 NWA-0474-UP4-05-DR-A-030050 Rev. P01 - received 18 Mar 2025
 NWA-0474-UP4-XX-DR-A-030600 Rev. P01 - received 18 Mar 2025
 NWA-0474-UP4-XX-DR-A-030601 Rev. P02 - received 18 Mar 2025
 NWA-0474-UP4-ZZ-DR-A-030700 Rev. P01 - received 18 Mar 2025
 MWL-0474-SEW-XX-DR-L-100001 P7 - received 18 Mar 2025
 NWA-0474-SW-ZZ-DR-A-030800 Rev. P01 - received 18 Mar 2025
 NWA-0474-UP4-ZZ-DR-A-030801 Rev. P02 - received 18 Mar 2025
 NWA-0474-UP4-XX-DR-A-030610 Rev. P01 - received 18 Mar 2025
 NWA-0474-UP4-XX-DR-A-030611 Rev. P01 - received 18 Mar 2025
 NWA-0474-UP4-XX-DR-A-030612 Rev. P01 - received 18 Mar 2025
 NWA-0474-UP4-XX-RP-A-000005 P01 Design and Access Statement (Dated 28th February 2025) - received 18 Mar 2025
 Environmental Statement (Dated April 2025) - received 18 Mar 2025
 Environmental Statement Non-Technical Summary (Dated April 2025) - received 18 Mar 2025
 Planning & Economic Benefits Statement (Dated March 2025) - received 18 Mar 2025
 Aviation Report Covering Letter (Dated 12th March 2025) - received 18 Mar 2025
 CL-5447-RPT-002 V1.0 Aviation Report (Dated June 2020) - received 18 Mar 2025
 Biodiversity Net Gain Report VF2 (Dated 28th February 2025) - received 18 Mar 2025

Bird Hazard Management Plan VF4 (Dated 28th February 2025) - received 18 Mar 2025

BREEAM Pre-assessment Report V1 (Dated 13th November 2024) - received 18 Mar 2025

Pre-Demolition Audit (Dated November 2024) - received 18 Mar 2025

Construction Logistics and Management Plan Rev. 2 (Dated 20th February 2025) - received 18 Mar 2025

Cover Letter (Dated 14th March 2025) - received 18 Mar 2025

Condition Survey Report (Dated December 2024) - received 18 Mar 2025

6599 Daylight and Sunlight Report (Dated 27th February 2025) - received 18 Mar 2025

Site Waste Management Plan (Dated February 2025) - received 18 Mar 2025

HDR-0474-SWS-XX-REP-E-610006 P02 External Lighting Strategy (Dated 28th February 2025) - received 18 Mar 2025

WLC and Circular Economy Workshop (Dated 18th November 2025) - received 18 Mar 2025

Fire Safety Planning Strategy Report Issue 3 - received 18 Mar 2025

Historic Environment Desk-Based Assessment V1 (Dated March 2025) - received 18 Mar 2025

HDR-0474-XX-XXREP-C-000008 P01 Cut and Fill Report (Dated 28th February 2025) - received 18 Mar 2025

HDR-0474-XX-XX-REP-C-000006 P01 Infrastructure Statement (Dated 28th February 2025) - received 18 Mar 2025

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

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

Purchase Notices.

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

424392

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



HILLINGDON was affixed by Order of the Council by an officer acting under delegated authority from the Director of Legal and Governance:

Authorised Officer: A Olaniyi
Ayodapo Olaniyi

Name: Ayodapo Olaniyi

Title: Property Lawyer

EXECUTED AS A DEED by
ARK UP4 LIMITED acting by:-

I Perryment

DIRECTOR.....*I Perryment*

R P Silvester
Robert P Silvester

DIRECTOR/SECRETARY.....

EXECUTED AS A DEED by

ARK ESTATES 2 LIMITED acting by:-

I Perryment

DIRECTOR.....

R P Silvester

Robert P Silvester

DIRECTOR/SECRETARY.....



This Document has been Signed with a **secure electronic signature** via E-Sign.

Envelope Details

Title	Union Park UP4, North Hyde Gardens Union Park
Author	Ganga Bala (gbala@hillingdon.gov.uk)
Envelope Created on	Thu, 06 Aug 2026 17:06:54
Envelope ID	f223c26f-be10-41ea-a239-2fe8fdceeedea

Document Details

Title	UP4_S106_Agreement_-_Engrossment_version__06.08.26__213566408.1_.pdf
Digital Fingerprint	764412b4-0103-4a75-beab-b7a190ddac6b

Document Signers

Scan/Click the QR Code to view signature information

Name	<u>Ganga Bala</u>
Email	gbala@hillingdon.gov.uk
Status	SIGNED at Mon, 10 Aug 2026 11:19:06 BST(+0100)
Signature Fingerprint	a0dc0ca4-fcf0-475e-b856-6176afca181a



Name	<u>Ayodapo Olaniyi</u>
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Status	SIGNED at Thu, 06 Aug 2026 17:08:15 BST(+0100)
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Name	<u>Ian Perryment</u>
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Signature Fingerprint	5dfa0b5c-26ac-4908-9e70-4b3ccc81d774



Document History

Mon, 10 Aug 2026 11:19:06	Ganga Bala Sealed the Document
Mon, 10 Aug 2026 11:19:06	Ganga Bala Signed the Document (IP: 155.190.60.56)
Fri, 07 Aug 2026 12:05:26	Ian Perryment Signed the Document (IP: 154.14.90.44)
Thu, 06 Aug 2026 21:45:46	Robert Silvester Signed the Document (IP: 178.255.64.154)
Thu, 06 Aug 2026 17:08:15	Ayodapo Olaniyi Signed the Document (IP: 155.190.60.56)

