

DATED

5<sup>th</sup> April

2024

**STATEMENT OF INTENT BY**

**THE LONDON BOROUGH OF HILLINGDON**

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**RELATING TO THE DEVELOPMENT OF LAND AT**

**YIEWSLEY AND WEST DRAYTON LEISURE CENTRE, HARMONDSWORTH  
ROAD/ROWLHEYS PLACE WEST DRAYTON**

**PLANNING APPLICATION NUMBER: 75127/APP/2023/1646**

Planning & Environment Team  
London Borough of Hillingdon  
Civic Centre  
High Street  
Uxbridge  
Middlesex  
Ref: 3E/04/023253

THIS STATEMENT OF INTENT is dated 5<sup>th</sup> April 2024  
and is made  
BY:

**THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge,  
Middlesex, UB8 1UW acting in its capacity as landowner ("the Owner")

## **BACKGROUND**

- A The Owner acting in its capacity as landowner has the freehold interest in the Land registered under Title Nos. MX149320 and AGL199647 at the Land Registry.
- B The Owner submitted the Planning Application to the Council
- C The Council acting in its capacity as Local Planning Authority resolved at its Planning Committee meeting on 11<sup>th</sup> October 2023 to delegate authority to determine the Planning Application to the Director of Planning, Regeneration and Environment subject to the prior completion of this Statement of Intent and the Deed of Variation.
- D The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the development of the Land ought to only be permitted subject to the terms of this Statement of Intent and for that purpose the Owner is willing to provide this Statement.
- E Notwithstanding that this is a Statement and not a Deed of Variation under Section 106 of the Town and Country Planning Act 1990 (as amended) the Council as Owner has agreed to ensure the terms of this Statement are complied with as if it were a planning obligation secured by Deed of Variation under Section 106 of the Town and Country Planning Act 1990.
- F Provisions in this Statement have been made to require the Council as the applicant, landowner, highway authority and housing authority to ensure a Deed of Variation will bind the Land if there is a disposition of its current interest in the Land.

## **THIS AGREEMENT WITNESSES AS FOLLOWS: -**

### **1. DEFINITIONS AND INTERPRETATION**

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

"Act"	means the Town and Country Planning Act 1990;
"the Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Statement;

"Director of Planning,

<b>Regeneration and Environment”</b>	means the Council’s Director of Planning, Regeneration and Environment or such person as the Council designates as undertaking this role in accordance with its scheme of delegation;
<b>“Corporate Landlord”</b>	means the Corporate Landlord or such person as the Council designates as undertaking this role;
<b>“Development”</b>	means the development authorised by the Planning Permission
<b>“Second Deed of Variation”</b>	means the draft Second Deed of Variation at Appendix Three;
<b>“Form PO1”</b>	means the form in the substantial format set out in Appendix One;
<b>“Implementation”</b>	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Statement and for no other purpose) archaeological investigations, demolition, remediation, site clearance, site preparation or surveys and “Implement” shall be construed accordingly;
<b>“Land”</b>	means all the land and buildings at Yiewsley & West Drayton Leisure Centre, Harmondsworth Road/Rowlheys Place West Drayton which is in the freehold ownership of the Owner and is registered at the Land Registry under Title Nos. MX149320 and AGL199647 and is shown for identification purposes edged in red on the Plan;
<b>“Occupation”</b>	means occupation of the Land for the purposes permitted by the Original Planning Permission and/or the Planning Permission and “Occupy” and “Occupied” shall be construed accordingly;
<b>“Owner”</b>	means the London Borough of Hillingdon or any successor in title to the Land or any part of the Land;
<b>“Plan”</b>	means the plan attached to this Statement at Appendix Four;
<b>“Planning Application”</b>	means the application for planning permission under the Council’s reference number 75127/APP/2023/1646
<b>“Planning Permission”</b>	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Appendix Two;

“Statement Reference” means the planning application reference 75127/APP/2023/1646

“VAT” means Value Added Tax.

- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 References in this Statement to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Statement.
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Statement.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Statement.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.
- 1.7 References to any party to this Statement shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Statement from the Council as local planning authority that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 Without prejudice to the terms of any other provision contained in this Statement the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council acting as local planning authority for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Statement.

## **2. STATUTORY PROVISIONS**

- 2.1 This Statement is made pursuant to Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and section 1 of the Localism Act 2011, to the intent that it will bind the Owner and require the Owner to ensure that upon the disposal or transfer of the Owner's interest it shall bind their successors in title to the Land subject to clause 1.9.

## **3. CONDITIONALITY**

- 3.1 This Statement shall have immediate force and effect.

## **4. MISCELLANEOUS**

- 4.1 Nothing contained or implied in this Statement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of the 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 Statement.

- 4.2 If any provision in this Statement shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Statement.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Statement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Statement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Statement, the covenants in this Statement shall be enforceable without any limit of time against the Owner and the Owner shall not be released from its obligations unless and until it disposes of its interest in the Land.
- 4.6 No party to this Statement nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Statement after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Statement shall cease to have effect (insofar only as it has not already been complied with) if the Original Planning Permission and/or the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to the Implementation of Development.
- 4.8 Nothing in this Statement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Original Planning Permission and the Planning Permission) granted (whether or not on appeal) after the date of this Statement.
- 4.9 In the event of the planning obligations contained in this Statement being modified a note or memorandum thereof shall be endorsed upon this Statement.

## **5. THE OWNER'S PLANNING OBLIGATIONS**

- 5.1 The Owner agrees to undertake the following so as to bind the Land:
  - 5.1.1 not to deal with, dispose of, surrender or disclaim any legal or equitable interest in the Land (whether existing or prospectively acquired from the date of this Deed) or assign any interest or create any new interest from the Land or mortgage without first procuring that any person acquiring an interest in the Land from the Owner (save for individual owner-occupiers or individual tenants of dwellings constructed pursuant to the Planning Permission) shall be legally bound to enter into a legal agreement under section 106 of the Act in the form of the Second Deed of Variation subject to such amendments as the local planning authority may require having regard to the extent of the obligations already performed or those which are ongoing before the time of or contemporaneous with the disposal of any interest in the Land by the Owner;
  - 5.1.2 if the Owner (as of the date of this deed) decides to retain the Land in order to Implement the Planning Permission itself (or part of), then the Owner will observe and perform the planning obligations of the Owner contained in the Deed of

Variation as if the obligations set out in the Deed of Variation were operative and binding on the Land and the Owner;

**6. COSTS**

- 6.1 The Owner hereby covenants with the Council that on execution of this Statement it will pay the local planning authority's reasonable costs incurred in the negotiation, preparation and execution of this Statement.
- 6.2 Prior to Implementation of the Development the Owner will pay to the Council the Monitoring Sum. For the avoidance of doubt the Monitoring Sum shall be in addition to the costs referred to in sub-clause 6.1 above.

**7. REGISTRATION OF AGREEMENT**

- 7.1 Immediately after the execution of this Statement the Owner will use reasonable endeavours to make an application to the Land Registry for entries relating to this Statement to be made in the charges register of title number AGL208077.
- 7.2 The covenants on behalf of the parties in this Statement to be observed and performed under this Deed shall be treated as a Local Land Charge and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

**8. RIGHT OF ACCESS**

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

**9. ARBITRATION**

- 9.1 All disputes, differences or questions arising out of this Statement or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to mediation by a single mediator to be determined by the Chief Executive as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.
- 9.2 The mediation shall take place at the Civic Centre building where there is no agreement reached within 21 days the matter shall be determined by a special committee of the local planning authority.

**10. THIRD PARTIES**

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

**11. NOTICES**

- 11.1 All notices served under or in connection with this Statement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;
- 11.2 Any notice to be served under or in connection with this Statement shall be sent to the Corporate Director of Resident Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Statement.

**12. FORM PO1**

- 12.1 Prior to Implementation of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Corporate Director of Resident

Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

**13. CHANGE IN OWNERSHIP**

13.1 The Corporate Landlord shall provide the Director of Planning, Regeneration and Environment with at least 4 months written notification of any intended or proposed change in ownership of any of its interest in the Land (such notice to give details of the intended transferee's full name and registered office) together with the area of the Land or unit of occupation purchased or demised by reference to a plan and the Statement Reference.

13.2 The Owner's Corporate Landlord shall ensure the requirements of Clause 5 of this Statement have been complied with before or contemporaneously with any change in the legal interests affecting the Land.

**14. INTEREST**

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

**15. VAT**

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

**16. JURISDICTION**

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

**Appendix One: Form P01**

TO: HEAD OF DEVELOPMENT CONTROL  
ENVIRONMENTAL SERVICES  
LONDON BOROUGH OF HILLINGDON  
CIVIC CENTRE ROOM A357  
HIGH STREET UXBRIDGE  
MIDDLESEX UB8 1UW

FORM

**SECTION 106/278 LEGAL AGREEMENT**

**SITE ADDRESS:** \_\_\_\_\_

**PLANNING REFERENCE:** \_\_\_\_\_

**DESCRIPTION OF DEVELOPMENT:** \_\_\_\_\_

**DATE OF COMMITTEE AUTHORISATION:** \_\_\_\_\_

**SECTION 106 OBLIGATIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE OF IMPLEMENTATION OF DEVELOPMENT:** \_\_\_\_\_

**SECTION 106/278 OBLIGATION:** \_\_\_\_\_

**(i) NOTIFIED TO THE COUNCIL:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NB:** Please continue on 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 Two: Draft Planning Permission**

# DRAFT

Andrew Guy  
Hunters  
Space One, Beadon Road  
Hammersmith  
London  
W6 0EA

Application Ref: 75127/APP/2023/1646

## 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:

Minor material amendment (s73) to Condition 2 (Approved Plans) and Condition 3 (General Compliance with Supporting Documents) of planning consent reference: 75127/APP/2022/2395 dated 13-03-2023 (Minor material amendment application (s73) to amend Condition 3 of planning consent reference 75127/APP/2019/3221 dated 27-04-2020 (Redevelopment of site including demolition of existing buildings (Use Class D1) to provide a part 2, part 3 storey building including a basement to provide a leisure centre (Use Class D2) with access, car parking (including a decked car park), landscaping and associated work).

The amendments include the removal of the car park deck, re-arrangement of the parking layout and provision of a switch room within the site.

**Location of development:** West Drayton Leisure Centre, Harmondsworth Road/ Rowlheys Place West Drayton

**Date of application:** 26th June 2023

**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:** This decision does not purport to convey any approval or consent which may be required under any by-laws, building regulations, or under any enactment other than the Town and Country Planning Act 1990.

# DRAFT

## TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

### GRANT OF PLANNING PERMISSION

Application Ref: 75127/APP/2023/1646

### SCHEDULE OF CONDITIONS

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

APL001 Rev. B,  
APL016 Rev. D,  
APL020 Rev. A,  
APL004 Rev. J,  
APL021 Rev. C,  
APL017 Rev. B,  
APL005 Rev. J,  
APL022 Rev. A,  
APL006 Rev. B,  
APL010 Rev. B,  
APL009 Rev. D,  
APL008 Rev. D,  
APL007 Rev. D,  
APL013 Rev. C,  
APL014 Rev. B,  
APL011 Rev. C,  
APL015 Rev. C,  
APL012 Rev. C,  
APL019 Rev G

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

#### REASON

To ensure the development complies with the provisions Hillingdon Local Plan: Part Two Development Management Policies (2020) and the London Plan (2021).

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

LBH Population Projection dated January 2019  
Assessment of Need dated December 2019  
Applicant Consultee Response  
Fire Strategy Report Rev. 01 by Alfor  
Flood Risk Assessment and Drainage Strategy dated August 2019  
Transport Technical Note Ref: dated November 2019  
Acoustic Assessment dated December 2019  
Preliminary Ecological Appraisal dated July 2019  
Design and Access Statement dated September 2019  
Covering Letter dated September 2019

Archaeological Assessment and Heritage Statement dated September 2019  
Acoustic Report Ref: 26535REP-D  
Air Quality Assessment Ref: AQ107192-3  
Arboricultural Impact Assessment Method Statement & Tree Protection Plan (to BS:5837 2012) dated 2nd November 2022  
Transport Statement Ref: SJ/RW/ITB14708-005 R  
Travel Plan Statement Ref: SJ/RW/HC/ITB14708-003B  
Flood Risk Assessment and Drainage Report Ref: 3478-ROWH-ICS-XX-RPC-001A  
Sustainability Statement Ref: 20204.R4 RIBA Stage 2 LC Scheme Report  
Active Travel Zone Assessment ITB14708-006A TN  
Design and Access Statement Addendum May 2023

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

**REASON**

To ensure the development complies with the provisions Hillingdon Local Plan: Part Two Development Management Policies (2020) and the London Plan (2021).

3 The youth zone hereby approved shall be provided in accordance with approved plan ref: APL009 Rev. C, prior to the occupation of the unit, details of access arrangements and operation shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the provision shall remain in place for the lifetime of the development.

**REASON**

To ensure the proposal would not result in the loss of an existing community facility in accordance with Policy DMCI 1 of the Local Plan: Part Two Part Two - Development Management Policies (2020), Policy S1 of the London Plan (2021), policy CI1 of the LPP1 (2012) and para 98 of the NPPF (2021).

4 The Leisure Centre Phase of the development hereby permitted shall be constructed in accordance with the details approved under application reference 75127/APP/2022/2821.

The development shall only be carried out in accordance with the approved details.

**REASON**

To ensure that the development presents a satisfactory appearance in accordance with Policies DMHB 4, DMHB 11 and DMHB 12 of the Local Plan: Part Two - Development Management Policies (2020), Policy HE1 of the LPP1 (2012).

5 The leisure centre building hereby approved shall not include any windows on the western elevation without the grant of further specific permission from the Local Planning Authority.

**REASON**

To protect the residential amenities of neighbouring residents along West Drayton Park Avenue in accordance with Policy DMHB 11 of the Local Plan: Part Two - Development Management Policies (2020).

6 The development hereby permitted shall be constructed in accordance with the details proposed within submitted Arboricultural Impact Assessment, Method Statement & Tree Protection Plan BS:5837 2012 dated Date: 2nd November 2022.

**REASON**

To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with Policy DMHB 14 of the Local Plan: Part Two - Development Management Policies (2020).

7 The Leisure Centre Phase of the development hereby permitted shall be constructed in accordance

with the details approved under application reference 75127/APP/2022/2820.

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

**1. Details of Soft Landscaping**

- 1.a Planting plans (at not less than a scale of 1:100),
- 1.b Written specification of planting and cultivation works to be undertaken,
- 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate and to include pollution absorbing planting.

**2. Details of Hard Landscaping**

- 2.a Refuse Storage
- 2.b Cycle Storage
- 2.c Means of enclosure/boundary treatments including shutters to the car parking area and gates/boundary fencing across the development
- 2.d Car Parking Layouts (including the layout of 25 car parking spaces reserved for blue badge holders, 12 spaces for brown badge holders, 8 spaces for parent and child parking and 10 motorcycle parking spaces and that 20% of all parking spaces are served by electrical charging points and 20% of spaces served by passive electric charging points)
- 2.e Hard Surfacing Materials

**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 surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.

**4. Schedule for Implementation**

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

**REASON**

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with Policies DMHB 4, DMHB 11, DMHB 12, DMHB 14 and DMT 6 of the Local Plan: Part Two - Development Management Policies (2020) and Policy G5 of the London Plan (2021).

8 Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped. New planting shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs'. Remedial work should be carried out to BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

**REASON**

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

9 No additional lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the

buildings.

**REASON**

To protect the character of the surrounding Conservation Area in accordance with Policy DMHB 4 and DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020), Policy HE1 of the LPP1 (2012).

10 The development hereby permitted shall be implemented in accordance with the details approved under application reference 75127/APP/2022/986; Written Scheme of Investigation.

**REASON**

To protect and the archaeological interests of site in accordance with Policy DMHB 7 of the Local Plan: Part Two - Development Management Policies (2020), Policy HC1 of the London Plan (2021) and Chapter 16 of the National Planning Policy Framework (2021).

11 For the Leisure Centre Phase, the development hereby permitted shall be constructed in accordance with the details approved under application reference 75127/APP/2022/2284.

With regards to the Car Park Phase of the development, prior to above ground works, a full ecological protection and enhancement scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme must include a clear and appropriately scaled plan showing the retention of the ecological features of interest and the specific measures to enhance opportunities for wildlife, including but not limited to; bat and bird boxes appropriately located, artificial refugia within the landscaping areas; wildlife specific planting (i.e. nectar rich planting) and a specific area within the landscaping that is developed specifically to enhance opportunities for wildlife.

The scheme shall also incorporate a report with a commentary on the proposed enhancement features, how these will benefit wildlife and how the scheme will be managed and maintained to maximise the opportunities for wildlife over the lifetime of the development. The development thereafter proceed in accordance with the approved scheme.

**REASON**

To ensure the development protects and enhances ecology in accordance with the national planning policy framework and EM7 of the Local Plan Part One (November 2012), policy DMEI 7 of the LPP2 (2020), Policy G6 of the London Plan (2021) and chapter 15 of the NPPF (2021).

12 The development hereby permitted shall be implemented in accordance with the details approved under application reference 75127/APP/2022/1194; "Revised Bird Hazard Management Plan".

**REASON**

It is necessary to manage the flat roof in order to minimise its attractiveness to birds which could endanger the safe movement of aircraft and the operation of Heathrow Airport in accordance with Policy DMAV1 of the Local Plan: Part Two - Development Management Policies (2020).

13 The development hereby permitted shall be constructed in accordance with the Land Contamination and Remediation Strategy details approved under application reference 75127/APP/2022/1091.

**AND**

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

(iii) All works which form part of the remediation scheme shall be completed and a verification report submitted to the Council's Environmental Protection Unit before any part of the development is occupied or brought into use unless the LPA dispenses with any such requirement specifically and in

writing.

#### REASON

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy DME1 12 of the Local Plan: Part Two - Development Management Policies (2020).

- 14 The development hereby approved shall not be occupied until details of the parking management and allocation arrangements have been submitted to and approved in writing by the Local Planning Authority; and the development shall not be occupied until the approved arrangements have been implemented.

#### REASON

To ensure that adequate car parking facilities are provided and to help mitigate the site's impact local congestion and highways safety in compliance with Policy DMT1 and DMT2 of the Local Plan: Part Two - Development Management Policies (2020).

- 15 The building, car park and site 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 reflect the guidance contained in the Council's SPG on Community Safety By Design and to ensure the development provides a safe and secure environment in accordance with Policy D11 of the London Plan (2021) and Policy DMHB 15 of the LPP2.

- 16 The development hereby permitted shall be constructed in accordance with the details approved under application reference 75127/APP/2022/2964 which details the photovoltaic (PV) array the specifications of the PV panels to be used and their fixing mechanism to the roof.

The development must proceed in accordance with the approved details.

#### REASON

To ensure that the development incorporates appropriate energy efficiency measures in accordance with Policy SI2 of the London Plan (2021) and policy DME1 2 of the LPP2 (2020).

- 17 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the demolition and construction phase of the development hereby approved shall be required to meet Stage IIIA of EUDirective 97/68/EC. The site shall be registered on the NRMM register for the demolition and construction phase of the development.

#### REASON

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of Policies DMT 2, DME1 1, and DME1 14 of the Hillingdon Local Plan: Part Two - Development Management Policies 2020.

- 18 The development hereby permitted shall be constructed in accordance with the Green Wall details approved under application reference 75127/APP/2022/2266, to provide a green wall on the northern elevation of the Leisure Centre building.

The development must proceed in accordance with the approved scheme.

**REASON**

To increase the amount vegetation for the benefit of design, wildlife and air quality improvements in accordance with EM7 and EM8 of the Local Plan: Part One (November 2012) and Policy DME1 1 of the Local Plan: Part Two - Development Management Policies (2020).

19 The development hereby permitted shall be implemented in accordance with the details approved under application reference 75127/APP/2022/992; "WDLC-BH-XX-XX-D-C-0006 REV C02"

**REASON**

To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding contrary to: Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012), Policy DME1 10 of the Local Plan: Part 2 Development Management Policies (2020), (2020) and Policy SI 12 of the London Plan (2021), National Planning Policy Framework (2021) and the Planning Practice Guidance (for Flood Risk and Coastal Change August 2022).

20 The development hereby permitted shall be constructed in accordance with the Basement Impact Assessment details approved under application reference 75127/APP/2022/1191.

The development shall only be undertaken in accordance with those approved details, and the approved scheme shall be implemented prior to the first use of the development hereby permitted and retained for the duration of the development.

**REASON**

The manage groundwater flood risk in accordance with Policy EM6 of the Local Plan: Part One (November 2012), Policy DMHD 3 of the Local Plan: Part 2 Development Management Policies (2020), Policy D10 of the London Plan (2021) Planning Practice Guidance (Flood Risk and Coastal Change August 2022).

21 The leisure centre hereby approved shall only be open to the public between the hours of 06:00 and 22:00 hours and members of staff until 23:00 on any day.

**REASON**

In the interests of neighbouring amenity and to accord with Policy DMT2 and DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and policy BE1 of the LPP1 (2012).

22 Servicing and deliveries to the leisure centre hereby approved shall only take place between the hours of 07:00 and 21:00 hours on any day.

**REASON**

In the interests of neighbouring amenity and to accord with Policy DMT2 and DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and policy BE1 of the LPP1 (2012).

23 The development hereby permitted shall be constructed in accordance with the Construction Management Plan details approved under application reference 75127/APP/2022/988.

The approved details shall be implemented and maintained throughout the duration of the demolition and construction process.

**REASON**

To safeguard the amenity of surrounding areas and manage highways impacts in accordance with Policy DMHB 11, DMT2 and DMEI14 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

24 Prior to the occupation of development details of a Delivery and Servicing Plan which identifies efficiency and sustainability measures to be undertaken once the development is operational shall be

submitted to and approved in writing by the Local Planning Authority. This shall incorporate measures to minimise vehicle deliveries/servicing during am and pm peak hours.

**REASON**

To encourage out of hours/off peak servicing to help mitigate the site's contribution to local congestion levels in compliance with Policy DMT1 and DMT2 of the Local Plan: Part Two - Development Management Policies (2020).

25 No development shall take place until plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings have been submitted to and approved in writing by the Local Planning Authority. Such levels shall be shown in relation to a fixed and known datum point. Thereafter the development shall not be carried out other than in accordance with the approved details.

**REASON**

To ensure that the development relates satisfactorily to adjoining properties in accordance with Policy DMHB 11 and DMHB 12 of the Local Plan: Part Two - Development Management Policies (2020) and Policy BE1 of the LPP1 (2012).

26 External noise level emitted from plant, machinery/ equipment shall be lower than the lowest existing background noise level by at least 5dBA, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. The noise levels shall be maintained for the lifetime of the development.

**REASON**

To safeguard the amenity of the surrounding area in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and policy BE1 of the LPP1 (2012).

27 Prior to the use of machinery, plant or equipment, the extract and ventilation system and ducting shall be mounted with proprietary anti-vibration isolators; fan motors shall be vibration isolated from the casing and adequately silenced and maintained as such.

**REASON**

To safeguard the amenity of neighbouring properties and open spaces in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and policy BE1 of the LPP1 (2012).

28 Prior to the commencement of development hereby approved, an acoustic screen shall be erected, along the western boundary of the site and thereafter retained and maintained in its entirety for the lifetime of the development.

**REASON**

To safeguard the amenity of neighbouring properties and open spaces in accordance in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

29 The development hereby permitted shall be constructed in accordance with the Low Emission Strategy details approved under application reference 75127/APP/2022/2334.

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

**REASON**

To reduce the impact on air quality within an Air Quality Management Area and Focus Area in accordance with policy EM8 of the Local Plan: Part One (November 2012), policy DME1 14 of the Local Plan: Part Two (2020), London Borough of Hillingdon Air Quality Local Action Plan 2019-2024, London Plan (2021) policy SI1 and T4, and paragraphs 174(e), 186 and 188 of the National Planning Policy

Framework (2021).

30 The development hereby permitted shall be constructed in accordance with the Piling Method Statement details approved under application reference 75127/APP/2022/1314.

**REASON**

To protect ground water resources in accordance with Policy DMEI 11 of the Local Plan: Part Two - Development Management Policies (2020).

31 The development hereby permitted shall be constructed in accordance with the boundary treatment details "WDLC-HUN-800-XX-D-A-60700 Rev P06" approved under application reference 75127/APP/2023/441.

**REASON**

To safeguard the visual amenities of the area in accordance with Policy DMHB 4 of the Local Plan: Part Two - Development Management Policies (2020) and policy BE1 of the LPP1 (2012).

32 For the Leisure Centre phase, the development hereby permitted shall be constructed in accordance with the Lighting details approved under application reference 75127/APP/2022/2333.

With regards to the Car Park Phase of the development prior to the above ground works isolux diagrams and illumination calculations based on the actual external lighting products to be used on the site shall be submitted to and approved, in writing, by the Local Planning Authority. Once approved the development should be completed fully in accordance with the approved details.

**REASON**

To protect neighbouring amenity and the character of the surrounding Conservation Area in accordance with Policy DMHB 4 and DMHB 11 of the Local Plan: Part Two - Development Management Policies (2020) and policies HE1 and BE1 of the LPP1 (2012).

33 The development hereby permitted shall be constructed in accordance with the details approved under application reference 75127/APP/2022/2267 detailing the dedicated dial-a-Ride or taxi/cab vehicle stop and wait facility, accessible toilet facilities and changing places facility.

The approved facilities should be provided prior to the occupation of the development and shall be permanently retained thereafter.

**REASON**

To ensure that people with disabilities have adequate access to the development in accordance with Policy DMCI 2 of the Local Plan: Part Two - Development Management Policies (2020).

34 The development hereby permitted shall be constructed in accordance with the External Litter Bin details approved under application reference 75127/APP/2022/2268.

The approved details shall be implemented in accordance with the agreed scheme and thereafter permanently maintained.

**REASON**

To protect the visual amenities of the street scene and the surrounding area and to safeguard the interests of the amenities of the occupiers and adjoining residents, in accordance with Policies DMHB 11 and DMHB 12 of the Local Plan: Part Two - Development Management Policies (2020).

35 Notwithstanding the approved plans submitted as part of applications 75127/APP/2019/3221, 75127/APP/2021/546, 75127/APP/2022/115, 75127/APP/2019/322 or 75127/APP/2022/2820, prior to the occupation of the development the applicant shall submit and have approved in writing by the Local Planning Authority details relating to cycle car parking provision. The details shall demonstrate the provision of 19no. long-stay spaces and 58no. short-stay spaces.

## REASON

To ensure the adequate provision of cycle spaces to encourage sustainable travel in accordance with Policy DMT 6 of the Local Plan: Part Two (2020) and Policy T6 of the London Plan.

### 36 Definitions; All reference to:

'Leisure Centre Phase' refers to the land to the north of Rowlheys Place and west of Harmondsworth Road;

'Car Park Phase' refers to the land to the south of Rowlheys Place and west of Harmondsworth Road.

## 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 A licence must be obtained from the Highway Authority before any works are carried out on any footway, carriageway, verge or other land forming part of the public highway. This includes the erection of temporary scaffolding, hoarding or other apparatus in connection with the development for which planning permission is hereby granted. For further information and advice contact: - Highways Maintenance Operations, 4W/07, Civic Centre, Uxbridge, UB8 1UW.
- 3 Your attention is drawn to the need to comply with the relevant provisions of the Building Regulations, the Building Acts and other related legislation. These cover such works as - the demolition of existing buildings, the erection of a new building or structure, the extension or alteration to a building, change of use of buildings, installation of services, underpinning works, and fire safety/means of escape works. Notice of intention to demolish existing buildings must be given to the Council's Building Control Service at least 6 weeks before work starts. A completed application form together with detailed plans must be submitted for approval before any building work is commenced. For further information and advice, contact - Building Control, 3N/01 Civic Centre, Uxbridge (Telephone 01895 250804 / 805 / 808).
- 4 Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with: -
  - A) Demolition and construction works should only be carried out between the hours of 08.00 hours 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 or Bank Holidays.
  - B) All noise generated during such works should be controlled in compliance with British Standard Code of Practice BS 5228: 1984.
  - C) The elimination of the release of dust or odours that could create a public health nuisance.
  - D) No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit, 3S/02, Civic Centre, High Street, Uxbridge, UB8 1UW (Tel. 01895 277401) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

- 5 The Council's Waste Service should be consulted about refuse storage and collection arrangements. Details of proposals should be included on submitted plans.

For further information and advice, contact - the Waste Service Manager, Central Depot - Block A, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB8 3EU (Tel. 01895 277505 / 506).
- 6 You should contact Thames Water Utilities and the Council's Building Control Service regarding any proposed connection to a public sewer or any other possible impact that the development could have on local foul or surface water sewers, including building over a public sewer. Contact: - The Waste Water Business Manager, Thames Water Utilities plc, Kew Business Centre, Kew Bridge Road, Brentford, Middlesex, TW8 0EE. Building Control Service - 3N/01, Civic Centre, High Street, Uxbridge, UB8 1UW (tel. 01895 250804 / 805 / 808).
- 7 Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at [www.aoa.org.uk/publications/safeguarding.asp](http://www.aoa.org.uk/publications/safeguarding.asp)).
- 8 Wind Turbines can impact on the safe operation of aircraft through interference with aviation radar and/or due to their height. Any proposal that incorporates wind turbines must be assessed in more detail to determine the potential impacts on aviation interests. This is explained further in Advice Note 7, 'Wind Turbines and Aviation' available at <http://www.aoa.org.uk/policy-campaigns/operations-safety>.

The decision to GRANTplanning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan (2012 and 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.CI1 (2012) Community Infrastructure Provision
- PT1.EM1 (2012) Climate Change Adaptation and Mitigation
- PT1.EM11 (2012) Sustainable Waste Management
- PT1.EM2 (2012) Green Belt, Metropolitan Open Land and Green Chains
- PT1.EM5 (2012) Sport and Leisure
- PT1.EM6 (2012) Flood Risk Management
- PT1.EM7 (2012) Biodiversity and Geological Conservation
- PT1.HE1 (2012) Heritage

#### Part 2 Policies

- DMCI 1 Retention of Existing Community Sport and Education Facilities

DMCI 2	New Community Infrastructure
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 7	Biodiversity Protection and Enhancement
DMEI 9	Management of Flood Risk
DMCI 6	Indoor Sports and Leisure Facilities
DMCI 7	Planning Obligations and Community Infrastructure Levy
DMEI 10	Water Management, Efficiency and Quality
DMEI 11	Protection of Ground Water Resources
DMEI 12	Development of Land Affected by Contamination
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMHB 1	Heritage Assets
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
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
LPP D10	(2021) Basement development
LPP D12	(2021) Fire safety
LPP D14	(2021) Noise
LPP D4	(2021) Delivering good design
LPP D5	(2021) Inclusive design
LPP D8	(2021) Public realm
LPP E10	(2021) Visitor infrastructure

LPP G4 (2021) Open space

LPP G5 (2021) Urban greening

LPP G6 (2021) Biodiversity and access to nature

LPP G7 (2021) Trees and woodlands

LPP GG1 (2021) Building strong and inclusive communities

LPP GG2 (2021) Making the best use of land

LPP HC1 (2021) Heritage conservation and growth

LPP S1 (2021) Developing London's social infrastructure

LPP S4 (2021) Play and informal recreation

LPP S5 (2021) Sports and recreation facilities

LPP SI12 (2021) Flood risk management

LPP SI13 (2021) Sustainable drainage

LPP SI4 (2021) Managing heat risk

LPP SI7 (2021) Reducing waste and supporting the circular economy

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

## **END OF SCHEDULE**

**Address:**

Development Management

Directorate of Place

Hillingdon Council

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

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

## **GRANT OF PLANNING PERMISSION**

Application Ref: 75127/APP/2023/1646

### **SCHEDULE OF PLANS**

APL001 Rev B - received 07 Jun 2023

Design and Access Statement Addendum May 2023 - received 07 Jun 2023

M9534 HUN APL004 Rev J - received 05 Sep 2023

M9534 HUN APL005 Rev J - received 05 Sep 2023

M9534 HUN APL019 Rev G - received 07 Jun 2023

ATZ Assessment ITB14708-006A TN - received 07 Jun 2023

Travel Plan Statement SJ/RW/HC/ITB14708-003B - received 07 Jun 2023

Transport Statement SJ/RW/ITB14708-005 R - received 07 Jun 2023

Cover Letter 31 May 2023 - received 07 Jun 2023

## 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](http://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.

**Appendix Three – Second Deed of Variation**

DATED

2024

[ ]

and

**THE LONDON BOROUGH OF HILLINGDON**

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**SECTION 73 DEED OF VARIATION PURSUANT TO  
SECTION 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990  
RELATING TO THE DEVELOPMENT OF LAND AT**

**YIEWSLEY AND WEST DRAYTON LEISURE CENTRE, HARMONDSDWORTH  
ROAD/ROWLHEYS PLACE WEST DRAYTON**

**PLANNING APPLICATION NUMBER: 75127/APP/2023/1646**

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Planning and Corporate Team  
Legal Services  
London Borough of Hillingdon  
Civic Centre  
High Street  
Uxbridge  
Middlesex UB8 1UW  
Ref: 3E/04/023253

THIS DEED IS MADE ON THE DAY OF

2024

BETWEEN

1. ("Owner")
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council").

**WHEREAS**

The Council is the local planning authority for the purposes of the Act in respect of the Site and by whom the obligations in this Deed are enforceable.

- A The Owner has the freehold interest in that part of the Site registered under Title Number MX149320 and AGL199647 at the Land Registry.
- B The Owner submitted the Planning Application.
- C The Council as Local Planning Authority resolved at its Planning Committee meeting on 11<sup>th</sup> October 2023 to delegate authority to determine the Planning Application to the Director of Planning, Regeneration and Environment
- D This Deed is supplemental to the Original Deed
- E For the purpose of securing satisfactory arrangements for the development of the Site and without prejudice to the terms of the other covenants contained in the Original Deed the Parties hereto have agreed to vary the terms of the Original Deed as hereinafter provided.

**IT IS AGREED AS FOLLOWS:-**

**1. INTERPRETATION & DEFINITIONS**

In this Deed, unless the context otherwise requires:

<b>"the Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"this Deed"</b>	means this Deed of Variation;
<b>"Original Deed"</b>	means the legal agreement dated [ ] under Section 106 of the Act between [ ] and the London Borough of Hillingdon and the Deed of Variation dated [ ] under Section 106 of the Act between [ ] and the London Borough of Hillingdon
<b>"the Parties"</b>	means the Council and the Owner;
<b>"Planning Application"</b>	means the application reference number 75127/APP/2023/1646
<b>"Site"</b>	means the land known as Yiewsley and West Drayton Leisure Centre, Harmondsworth Road/Rowlheys Place, West Drayton shown edged in red on the Plan at Annex 2 to this Deed and

**2. THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THIS DEED.**

- 2.1 Unless the same are given alternative definitions in this Deed all words and phrases defined in the Original Deed shall have the same meaning in this Deed and for the avoidance of doubt the Original Deed shall remain in full force and effect save as varied by this Deed.
- 2.2 All references in this Deed to clauses in the Original Deed are to clauses within the Original Deed.
- 2.3 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.
- 2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not affect the construction of this Deed.
- 2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 2.6 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.
- 2.7 A reference to any party shall include that party's personal representatives, successors in title or permitted assigns or any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.8 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2.9 The provisions of the Original Deed in relation to its interpretation and in relation to statutory provisions, interests bound, disputes, liability notices and jurisdiction apply to this Deed except to the extent that they are expressly varied by this Deed.

**3. VARIATIONS TO THE ORIGINAL DEED**

- 3.1 The Parties agree that, except as varied by this Deed, the Original Deed shall remain in full force and effect.
- 3.2 Nothing in this Deed affects the Council's powers in respect of any antecedent breach or omission in relation to the Original Deed.
- 3.3 The Parties agree that upon the grant of the Section 73 Planning Permission the following definitions shall be added to the Original Deed:

<b>“Contributions”</b>	means the Air Quality Contribution, the Basement Impact Contribution the Santander Bike Hire Scheme Contribution; the
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	Construction Training Contribution (or any part of the Construction Training Contribution payable in accordance with Schedule 2 )and the Highway Improvement Works Contribution;
<b>“Highway Improvement Works”</b>	means 6 no. street trees and 2no. street benches at locations to be determined, Tactile paving at the junction of Station Road and Drayton Gardens; Tactile paving at the junction of Station Road and Brandville Road; Tactile paving at the entrance to Kings Paget Hotel on Station Road; Tactile Paving in all 3 refugee at the signalised crossing junction of Station Road and Porters Way; Tactile Paving at the junction of Thorntons Avenue and Napier Close; tactile paving and lowering of kerb at the junction of North Road and West Road; tactile Paving at the roundabout on 4 arms at the junction of Thorntons Avenue and North Road; tactile Paving at the junction of Wordsworth Way and Maxwell Lane; tactile paving on Laurel Lane in the vicinity of controlled zone signage; tactile Paving at the junction of Laurel Lane and Berberis Walk; tactile Paving at the junction of The Glebe and Coldridge Way; tactile Paving and lowering the kerb opp no.112; tactile Paving at the junction of Wordsworth Way and Coldridge Way and tactile Paving at the junction of Harmondsworth Road and Great Benty as shown on the attached plan at Annex 6
<b>“Highway Improvement Works Contribution”</b>	means the sum of £93,412.00 referred to in Schedule 8
<b>“Owner”</b>	means the freehold and leasehold owner of the Land pursuant to the title registered at the Land Registry
<b>“Section 73 Planning Application”</b>	means the application for planning permission under the Council’s reference number 75127/APP/2023/1646
<b>“Section 73 Planning Permission”</b>	means the planning permission granted for the Development pursuant to the Section 73 Planning Application substantially in the form of the draft permission at Annex 5 hereto;

3.4 The Parties agree that upon the grant of the Section 73 Planning Permission the following definitions in the Original Deed shall be deleted and replaced with the following definition

<b>“Contributions”</b>	means the Air Quality Contribution, the
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	Basement Impact Contribution the Santander Bike Hire Scheme Contribution the Construction Training Contribution (or any part of the Construction Training Contribution payable in accordance with Schedule 2) and the Highway Improvement Works Contribution;
<b>"Planning Application"</b>	means the application for planning permission for redevelopment of the site including the demolition of the existing buildings (Use Class D1) to provide a part 2, part 3 storey building including a basement to provide a leisure centre (Use Class D2) with access, car parking (including a decked car park), landscaping and associated works under the Council's reference number 75127/APP/2019/3221 and the Minor Material Amendment Planning Application and the Section 73 Planning Application
<b>"Planning Permission"</b>	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Annex 3 and the Minor Material Amendment Planning Permission in the substantial form set out in Annex 4 and the Section 73 Planning Permission at Annex 5
<b>"Section 106 Reference"</b>	means the planning application reference number 75127/APP/2019/3221 and 75127/APP/2022/2395 and 75127/APP/2023/1646

3.5 The Parties agree that upon the grant of the Section 73 Planning Permission that the following amendments will be made to the Original Deed:

3.5.1 clause G on Page 1 of the Deed shall be deleted and replaced with the following, Background as follows:

**"G**

*On the 19 July 2022 the Owner submitted the Minor Material Amendment Planning Application to the Council and the Owner submitted the Section 73 Planning Application to the Council. The Owner intends to develop the Land pursuant to 75127/APP/2019/322, the Minor Material Amendment Planning Permission and the Section 73 Planning Permission."*

3.5.2 there shall be a new clause I on Page 1 of the Deed, Background as follows:

**"I**

*The Council resolved at its Planning Committee meeting on 11<sup>th</sup> October 2023 to delegate authority to determine the Section 73 Planning Application to the Director of Planning, Regeneration and Environment subject to the prior completion of this Deed of Variation".*

3.6 The Parties agree that upon the grant of the Section 73 Planning Permission a new Annex 5 shall be added to the Original Deed and the draft Section 73 Planning Permission at Annex 1 to this Deed shall appear as though it had been originally annexed to Annex 5 of the Original Deed.

3.7 There shall be a new Schedule 8 to the Original Deed:

#### **SCHEDULE 8**

##### **Highway Improvement Works Contribution**

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

1. Prior to the Commencement of Development to pay the Highway Improvement Works Contribution
2. Not to Commence Development until the Highway Improvement Works Contribution has been paid to the Council

3.8 There shall be a new Annex 6 to the Original Deed and the highway works plan at Annex 3 of this Deed shall appear as though it had been originally annexed to Annex 6 of the Original Deed.

#### **4. STATUTORY PROVISION**

This Deed is made pursuant to Sections 106 and 106A of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and any other enabling powers, to the intent that it will bind the Owner and their successors in title to the Site.

#### **5. COVENANTS TO THE COUNCIL**

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Deed as varied by this Deed.

#### **6. REGISTRATION AS LOCAL LAND CHARGE**

The covenants in the Original Deed as modified by this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as provided in the Original Deed as modified by this Deed and the Council shall register this Deed in its register of Local Land Charges.

#### **7. THIRD PARTIES**

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

#### **8. INVALIDITY OF CERTAIN PROVISIONS**

If any of this Deed or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the same shall be severable and the remainder of this Deed as to the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

**9. CONFIRMATION**

It is hereby declared by the Parties to this Deed saving and excepting for as is expressly provided for by the provisions of this Deed the covenants and provisions contained in the Original Deed continue to have full force and effect.

**10. COSTS**

On or before the completion of this Deed the Owners shall pay to the Council the Council's reasonable legal costs in this matter.

**11. VALUE ADDED TAX**

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

**12. JURISDICTION**

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

**In witness whereof** this document has been executed and delivered as a deed on the date first stated above.

**Annex 1**  
***“Annex 5 Section 73 Planning Permission”***

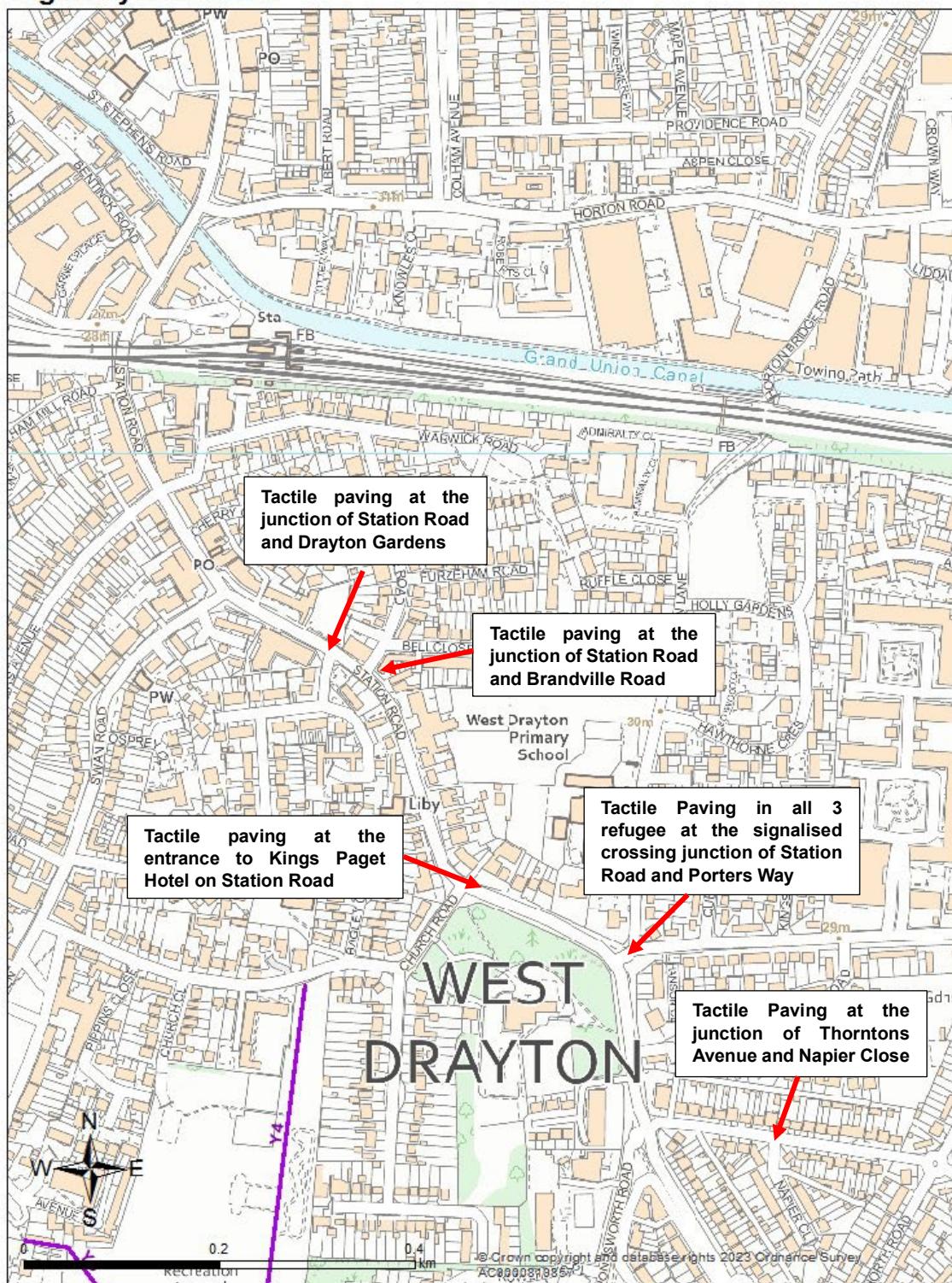
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**Annex 2**  
**Plan**

**Annex 3**  
***“Annex 6 Highway Works plan”***

## West Drayton Leisure Centre Proposed ATZ Works North of Site

### Highways Browser

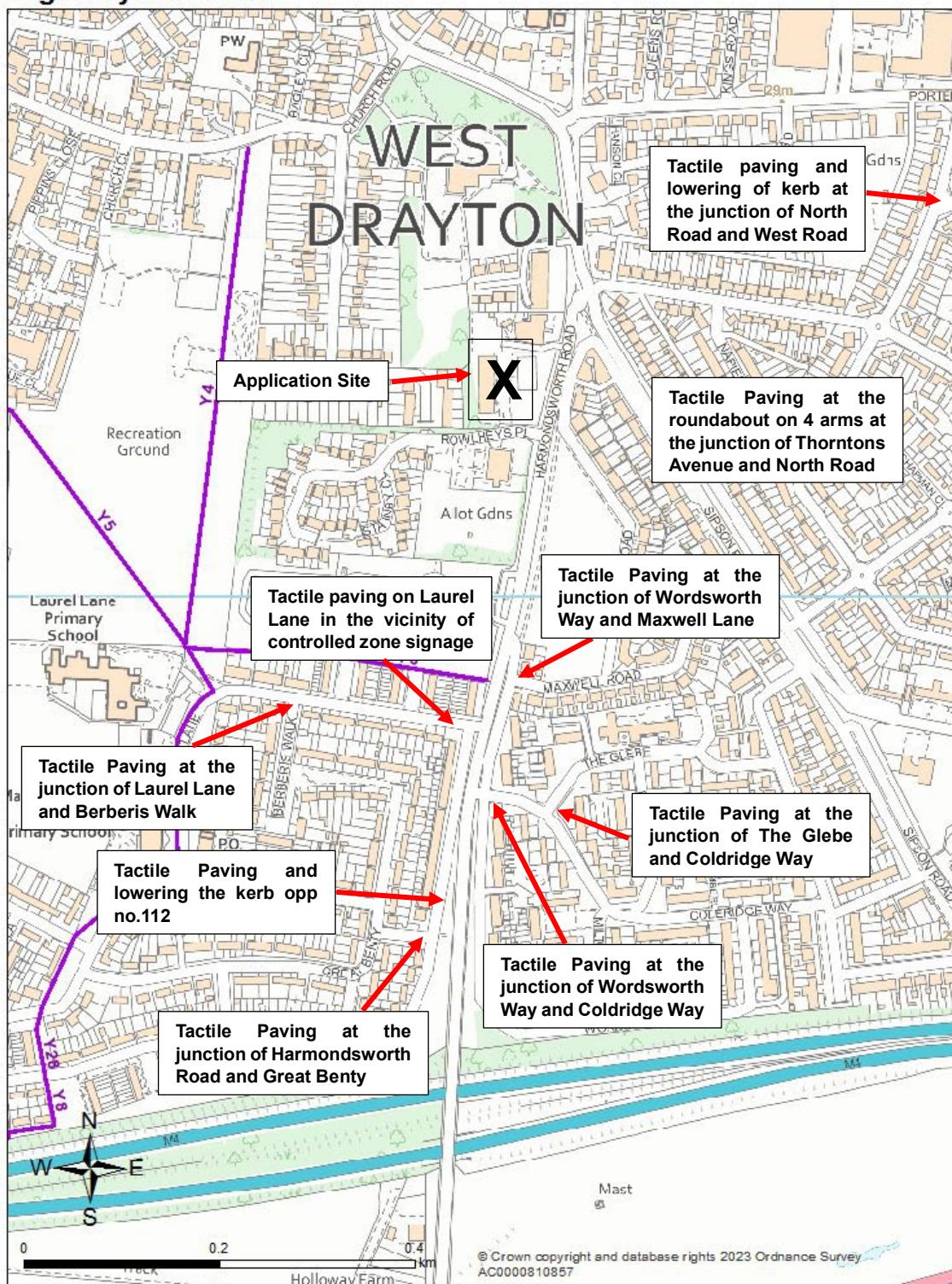


### Map Notes

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## West Drayton Leisure Centre Proposed ATZ Works South of Site

### Highways Browser



- 6no. street trees and 2no. street benches at locations to be determined.

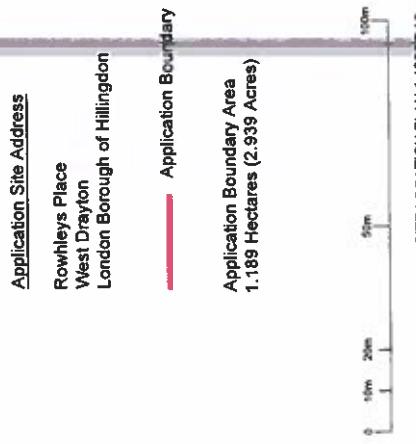
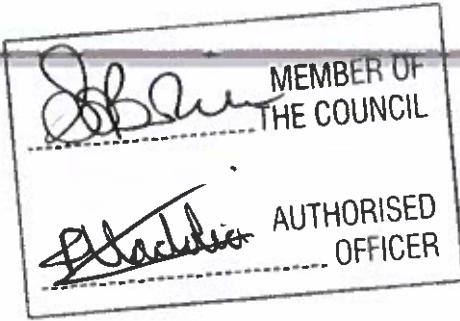
THE COMMON SEAL of the  
**MAYOR AND BURGESSES OF**  
**HILLINGDON** was duly affixed to  
this Deed in the presence of:

MEMBER OF THE COUNCIL

AUTHORISED OFFICER

[ATTESTATION CLAUSE FOR THE OWNER]

**Appendix Four – Plan**



**hunters**

Site One Bedfont Road  
London W6 0EA  
T 020 8267 2620  
F 020 8761 2614  
mail@hunters.co.uk  
www.hunters.co.uk

Line figured dimensions only. All levels and dimensions to be checked on site. This drawing is to be read in conjunction with all other relevant drawings and specifications.  
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YIEWSLEY & WEST DRAYTON LEISURE CENTRE  
HARMONDSWORTH ROAD / ROWLEY'S PLACE  
SITE LOCATION PLAN  
date: AUGUST 2019  
sheet: 1/1250@A3  
scale: 1:1250@A3  
drawn: GH  
checked:

project name:  
drawing reference:  
job number:  
sheet no.:  
status:  
card ref:



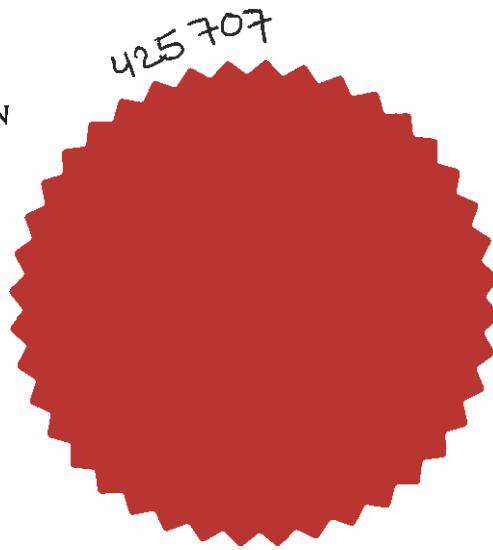
Statement	
Statement A:	Established for Planning
Statement B:	Contains planning location and application boundary intended
Statement C:	
Statement D:	
Statement E:	
Statement F:	
Statement G:	
Statement H:	
Statement I:	
Statement J:	
Statement K:	
Statement L:	
Statement M:	
Statement N:	
Statement O:	
Statement P:	
Statement Q:	
Statement R:	
Statement S:	
Statement T:	
Statement U:	
Statement V:	
Statement W:	
Statement X:	
Statement Y:	
Statement Z:	

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

THE COMMON SEAL of the  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HILLINGDON  
(acting as Local Planning Authority)  
was duly affixed to this Statement  
in the presence of:-

Member of the Council:

Authorised Officer



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

THE COMMON SEAL of the  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HILLINGDON  
(acting as Owner)  
was duly affixed to this Statement  
in the presence of:-

Member of the Council:

Authorised Officer

