

DATED

28<sup>th</sup> March

2024

ROBERT CHRISTOPHER PETERS

and

FRANK HARRY PETERS

and

GEORGE PHILIP PETERS

and

JOHN WILLIAM PETERS

and

**THE LONDON BOROUGH OF HILLINGDON**

and

**HARVEST LAND MANAGEMENT GROUP LIMITED**

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

**Land at Beaches Yard, Horton Road,  
West Drayton UB7 8HX**

**PLANNING APPLICATION NUMBER: 75221/APP/2022/2968**

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Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre  
High Street  
Uxbridge  
Middlesex  
Ref: 3E/04/SA/021484

**THIS PLANNING OBLIGATION BY DEED** is dated 28<sup>th</sup> March 2024

And is made **BETWEEN**:

- (1) Robert Christopher Peters of Beaches Yard, Horton Road, West Drayton Middlesex UB7 8HX ("the Owner ")
- (2) Frank Harry Peters of Beaches Yard, Horton Road, West Drayton Middlesex UB7 8HX ("the Owner ")
- (3) George Philip Peters of Beaches Yard, Horton Road, West Drayton Middlesex UB7 8HX ("the Owner ")
- (4) John William Peters of Beaches Yard, Horton Road, West Drayton , Middlesex UB7 8HX ("the Owner ")
- (5) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council")
- (6) **HARVEST LAND MANAGEMENT GROUP LIMITED** (registered no. 13169281) a company incorporated in England and Wales whose registered office is at 4, 20 Tedworth Square, London SW3 4DY ("**Developer**").

## **BACKGROUND**

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has the freehold interest in the Land registered under Title Numbers AGL434978 and NGL3792 at the Land Registry.
- C The Developer intends to develop the Land pursuant to the Planning Permission.
- D On 26<sup>th</sup> September 2022 the Developer submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.

- E The Council resolved at its Major Applications Planning Committee Planning Committee meeting on 26<sup>th</sup> July 2023 to delegate authority to determine the Planning Application to the Head of Planning, Transportation and Regeneration subject to the prior completion of this Agreement.
  
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the 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 Agreement and for that purpose the parties are willing to enter into this Agreement.

THIS DEED WITNESSES AS FOLLOWS: -

**1. DEFINITIONS AND INTERPRETATION**

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

<b>"1980 Act"</b>	means the Highways Act 1980 (as amended);
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990;
<b>"Active Travel Zone Improvement Works Contribution"</b>	means the Index Linked sum of One Hundred and Fifty-Nine Thousand, Three Hundred and Fifteen Pounds (£159,315.00) referred to in Schedule 4 as a contribution to be used by the Council towards the provision of offsite active travel zone improvement works within the Authority's Area;
<b>"Authority's Area"</b>	means the administrative area of the Council;
<b>"Air Quality Contribution"</b>	means the Index Linked sum of Three Hundred and Thirty Thousand, and Thirty Eight pounds (£330,038) referred to in <b>Schedule 3</b> to be paid by the Owner to the Council as a contribution towards measures to improve air quality both in the vicinity of the Site in the Air Quality Management Area and across the wider area for offsetting emissions resulting from the operation of the development and in support of the implementation of the Air Quality Local Action Plan;
<b>"Commencement of Development"</b>	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

	<p>Permission but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> <li>- site clearance;</li> <li>- demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>- archaeological investigations and works;</li> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations,</li> </ul> <p>and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;</p>
<b>"Commercial Travel Plan"</b>	<p>means a framework plan to be provided and adopted by the tenant/occupier as approved in writing by the Council to encourage means of travel to and from the Commercial Units other than by the driver only private car in accordance with <b>Schedule 8</b>;</p>
<b>"Commercial Travel Plan Co-ordinator"</b>	<p>means the person or persons to be appointed by the tenant/occupier to act as co-ordinator of the Commercial Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Commercial</p>

	Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Commercial Travel Plan;
<b>"Construction Training Contribution"</b>	means the Index Linked sum 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 2 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;
<b>"Construction Training Scheme"</b>	means a construction training scheme:  a) to be implemented by the Owner to fund, arrange and/or provide construction training and employment for Hillingdon residents during the Construction Period; and  b) which shall be delivered in accordance with the construction training formula as contained within the Planning Obligations SPD (in terms of waged construction training places) as at the date of this Deed
<b>"Co-ordinator Costs"</b>	means a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or in the event that the Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document  <i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size</i>

	<p><i>x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development.</i></p>
<b>"Delivery and Servicing Plan Contribution"</b>	<p>means the Index Linked sum of Sixty Four Thousand pounds (£64,000) referred to in Schedule 7 to be paid by the Owner to the Council as a contribution towards the active monitoring of the Delivery and Servicing Plan (secured by Condition 19) to ensure compliance and report non-compliance to the Council's Planning Enforcement Team;</p>
<b>"Deputy Chief Executive and Director of Resident Services"</b>	<p>means the Council's Deputy Chief Executive and Director of Resident Services or such person as the Council designates as undertaking this role;</p>
<b>"Development"</b>	<p>means the development of the Site pursuant to the Planning Permission;</p>
<b>"Form PO1"</b>	<p>means the form in the substantial format attached at <b>Appendix 1</b>;</p>
<b>"the Contributions"</b>	<p>means the Air Quality Contribution, the Construction Training Contribution (if applicable), the Energy Monitoring, Recording and Reporting Plan Contribution, the Delivery and Servicing Plan Contribution and the Active Travel Zone Improvement Works Contribution.</p>

<p><b>“the Council”</b></p>	<p>means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Agreement;</p>
<p><b>“Energy Monitoring, Recording and Reporting Plan (EMRRP)”</b></p>	<p>means a plan to be submitted to the Council for written approval prior to the Operation of Development in accordance with Condition 10 of the Planning Permission, such plan shall provide the following: The EMRRP shall accord with the requirements of Policy SI2 of the London Plan (2021) and the GLA Energy Assessment Guidance (April 2020 or as amended) and demonstrate that the Development will secure the 102.2% saving in CO2 emissions from the regulated energy load in accordance with the Energy &amp; Sustainability Statement V3 (Dated 12th January 2023) (the "Carbon Saving") (with any failure to achieve the same as notified by the Council in accordance with paragraph 4(a) of Schedule 1). The Development must proceed in accordance with the approved reporting structure and the Energy Monitoring, Recording and Reporting Plan (EMRRP) Contribution will be payable where the Council have identified that the Development does not achieve the Carbon Saving.</p>
<p><b>“Energy Monitoring, Recording and Reporting Plan (EMRRP) Contribution”</b></p>	<p>means an Index Linked in-lieu contribution towards the Council's carbon offset fund to be calculated at £95/tCO2 annualised over 30 years (i.e. shortfall x 30 x 95 = £contribution). This is payable where the Council have identified there is a failure to achieve the Carbon Savings as set out in the Energy Monitoring, Recording and Reporting Plan (ERRP) and this failure (tCO2) shall be treated as part of the overall carbon shortfall and is payable in accordance with the formula set out in this definition.</p>



<b>"Form PO1"</b>	means the form in the substantial format set out in Appendix 1;
<b>"Highway Works"</b>	means the highway works to be carried out by the Owner to include (but not limited to): a) alterations to the junction between the unadopted road and Horton Road, adjoining Beaches Yard; as set out in <b>Schedule 5</b> of this Agreement;
<b>"Highway Agreements"</b>	means one or more highway agreements to be entered into by the Owner and the Council under Section 38 and/or Section 278 of the Highways Act 1980 if appropriate and necessary;
<b>"Index Linked"</b>	means the application of the formula provided at <b>clause 15</b> ;
<b>"Interest"</b>	means interest at 4% above the base lending rate of HSBC Bank PLC from time to time;
<b>"Land"</b>	means all the land and buildings 1 The Land at Beaches Yard, Horton Road, West Drayton UB7 8HX which is in the freehold ownership of the Owner and is registered at the Land Registry under Title Nos. AGL434978 and NGL3792 and is shown for identification purposes edged in red on the Plan;
<b>"Occupied"</b>	means occupation of the Land for the purposes permitted by the Planning

	Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly;
<b>"Plan 1"</b>	means the Plan attached to this Agreement;
<b>"Planning Application"</b>	Redevelopment of the site to provide a flexible warehouse facility (Use Class B2/B8) and ancillary office space, with associated HGV loading and servicing bay, car and cycle parking, access arrangements, landscaping and infrastructure under the Council's reference number 75221/APP/2022/2968;
<b>"Planning Obligations Supplementary Planning Document"</b>	means the Council's Planning Obligations Supplementary Planning Document published in July 2014;
<b>"Planning Permission"</b>	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Appendix 2;
<b>"Planning Reference"</b>	means planning reference 75221/APP/2022/2968;
<b>"Project Management and Monitoring Fee"</b>	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its reasonable and proper discretion for its costs incurred in

	administering, monitoring, reviewing and implementing this Agreement;
<b>"Section 106 Reference"</b>	means the planning application reference number 3E/04/SA/021484;
<b>"Significant Under-Performance"</b>	means compliance with less than fifty per cent (50%) of the total live outputs specified in the agreed Construction Training Scheme during the construction of the Development;
<b>"Site"</b>	means the property known as Land at Beaches Yard, Horton Road, West Drayton and shown for identification purposes only edged red on Plan 1;
<b>"Specified Date"</b>	means the date upon which an obligation arising under this Agreement is due to be performed;
<b>"Training Costs"</b>	<p>means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college";</i></p>
<b>"VAT"</b>	means Value Added Tax.

<b>"Working Day"</b>	means any day except Saturday, Sunday and any bank or public holiday and <b>Working Days</b> shall be construed accordingly.
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## 2 **IN THIS AGREEMENT:**

### 2.1 In this Agreement:

- 2.1.1 the clause headings do not affect its interpretation;
- 2.1.2 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;
- 2.1.3 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;
- 2.1.4 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;
- 2.1.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 2.1.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 2.1.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 2.1.8 references to any statute or statutory provision include references to:
  - 2.1.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
  - 2.1.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 2.1.9 references to the Site include any part of it;

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

2.1.11 "including" means "including, without limitation";

2.1.12 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

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

2.1.14 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

2.1.15 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.

### **3. LEGAL BASIS**

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

3.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and the Security Trustee and their successors in title to the Site.

### **4. CONDITIONALITY**

4.1 The obligations contained within the Schedules of 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.

5. **MISCELLANEOUS**

- 5.1 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.
- 5.2 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.
- 5.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- a. Nothing in this Agreement shall be construed as a grant of planning permission.
  - b. Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
  - c. No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
  - d. This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.

- e. 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.
- f. In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- g. The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

**6. THE OWNER'S PLANNING OBLIGATIONS**

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

**7. COSTS**

- 7.1 The Owner hereby covenants with the Council that on completion of this Agreement it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Agreement.
- 7.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee.
- 7.3 For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 7.1a. above. *This is agreed.*

**8 REGISTRATION OF AGREEMENT**

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

**9 RIGHT OF ACCESS**

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

10. **ARBITRATION**

- 10.1 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:
- a. the tribunal shall consist of one other arbitrator appointed jointly by the parties;
  - b. 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;
  - c. 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
  - d. the seat of the arbitration shall be London

11. **DEVELOPER**

- 11.1 The Developer hereby consents to the Owner entering into this Deed and agrees to the Developer's interest in the Site being bound by this Deed and the obligations hereunder PROVIDED THAT FOR THE AVOIDANCE OF DOUBT the Developer shall have no liability pursuant to this Deed save for in the event that the Developer becomes the freehold owner of the Site (or any part thereof) or acquires any other legal estate therein or is carrying out the Development (or any part thereof) in which case the Developer shall be liable to observe and perform the Owner's obligations as if they were the Owner.

12. **THIRD PARTIES**

- 12.1 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.
- 12.2 This Deed shall not be enforceable against:
- 12.2.1 any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant Statutory Undertaker is occupying the relevant part of the Site for its purposes as a Statutory Undertaker nor against plant equipment conduits or structures located within the Site used as part of its statutory undertaking; nor



- 12.2.2 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant or as the owner of the sub-soil of any highway within the Site; nor
- 12.2.3 A mortgagee or chargee with an interest in the Site from time to time unless such mortgagee becomes a mortgagee in possession of the Site in which case it will be liable as if it were a successor in title to the Owner
- 12.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 12.4 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 12.5 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the Secretary of State or Inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

### **13. NOTICES**

- 13.1 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;
- 13.2 Any notice to be served under or in connection with this Agreement shall be sent to the:
- a) Deputy Director of Planning and Regeneration, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
  - b) The Owner at Beaches Yard, Horton Road, West Drayton, Middlesex UB7 8HX; and
  - c) The Developer at 4, 20 Tedworth Square, London SW3 4DY.

14. **FORM PO1**

- 14.1 Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Planning Obligations Officer, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW or by email to [cil@hillingsdon.gov.uk](mailto:cil@hillingsdon.gov.uk) and shall cite the Planning Reference.

15. **CHANGE IN OWNERSHIP**

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

16. **CONTRIBUTIONS**

- 16.1 Payment of the Contributions required by this Agreement shall be made on the following basis:
- a. The Contributions due under this Agreement shall be delivered to the person and address specified in clause 13 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.
- 16.2 Where any sum is paid for a particular purpose in accordance with this Agreement the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.
- 16.3 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).

17. **INDEXATION**

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

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

18. **INTEREST**

18.1 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.

19. **VAT**

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

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

20. **JURISDICTION**

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

21. **MORTGAGEE'S CONSENT**

21.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of its

charge over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless they take possession of the Land in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

- 21.2 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**  
**ENERGY MONITORING, RECORDING AND REPORTING CONTRIBUTION**

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

1. Prior to Commencement of Development to submit to the Council for approval in writing the Energy Monitoring, Recording and Reporting Plan (EMRRP) as required by Condition 10 of the Planning Permission; and
2. Subject to the Council serving on the Owner written confirmation that there has been a failure to achieve the Carbon Savings recorded in the Energy Monitoring, Recording and Reporting Plan (EMRRP) in accordance with Paragraphs 4(a) and (b) of this Schedule 1, the Owner shall pay the Energy Monitoring, Recording and Reporting Plan (EMRRP) Contribution to the Council within 20 Working Days of the Owner's receipt of such written notification
3. The Council hereby covenants and agrees with the Owner as follows:
4. That where there is a failure to achieve the Carbon Savings recorded in the Energy Monitoring, Recording and Reporting Plan (EMRRP) the Council will:
  - (a) notify the Owner in writing that the Energy Monitoring, Recording and Reporting Plan Contribution is payable; and
  - (b) make a written request for payment of the Energy Monitoring, Recording and Reporting Plan Contribution within 20 Working Days of the notification pursuant to Paragraph 6(a) being received by the Owner
5. The provisions of this Schedule 1 shall cease and determine on the expiry of thirty (30) years from Commencement of Development unless there is a breach of obligation and the agreement shall continue to be enforceable by the Council.

**SCHEDULE 2**  
**CONSTRUCTION TRAINING**

The Owner hereby covenants with the Council as follows:

**Construction Training Scheme: In-kind Provision:**

1. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's Economic Development Team and agree the basis and methodology of the Construction Training Scheme for this Development.
2. The Owner shall implement and use reasonable endeavours to adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
3. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
4. Prior to Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
5. Prior to Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
6. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 - 5 of this Schedule have been complied with.

7. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. The Owner will have a period of not less than twenty eight (28) days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) days delivery rises to fifty (50) per cent or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.
8. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Construction Training Contribution is paid to the Council.

**Construction Training Contribution in lieu:**

9. The Construction Training Scheme will not be required and the obligations within paragraphs 1 – 8 (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development
10. Not to Occupy or cause to be Occupied any part of the Development before either:
  - a. the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with that approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
  - b. in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
  - c. the Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

### **SCHEDULE 3**

#### **AIR QUALITY CONTRIBUTION**

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

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



#### **SCHEDULE 4**

##### **ACTIVE TRAVEL ZONE IMPROVEMENT WORKS**

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

1. Prior to the Commencement of the Development to pay the Council the Active Travel Zone Improvement Works Contribution.
2. Not to commence or cause or allow or permit to be commenced, any part of the Development before the Active Travel Zone Improvement Works Contribution is paid.

**SCHEDULE 5**  
**HIGHWAY WORKS**

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

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

## **SCHEDULE 6**

### **COMMERCIAL TRAVEL PLAN**

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

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

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

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

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#### **SCHEDULE 7**

#### **DELIVERY AND SERVICING PLAN CONTRIBUTION**

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

1. Prior to the Commencement of the Development to pay the Council the Delivery and Servicing Plan Contribution.
2. Not to commence or cause or allow or permit to be commenced, any part of the Development before the Delivery and Servicing Plan Contribution is paid.

**APPENDIX 1**

**FORM PO1**

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 of separate sheet(s) if necessary.

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

☐

**FOR COUNCIL USE**

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

COST CODE: \_\_\_\_\_

PLANNING COSTS: \_\_\_\_\_

LEGAL COSTS: \_\_\_\_\_

OTHER COSTS (IDENTIFY): \_\_\_\_\_

**MAINTENANCE COSTS (COMMUTED SUM)**

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

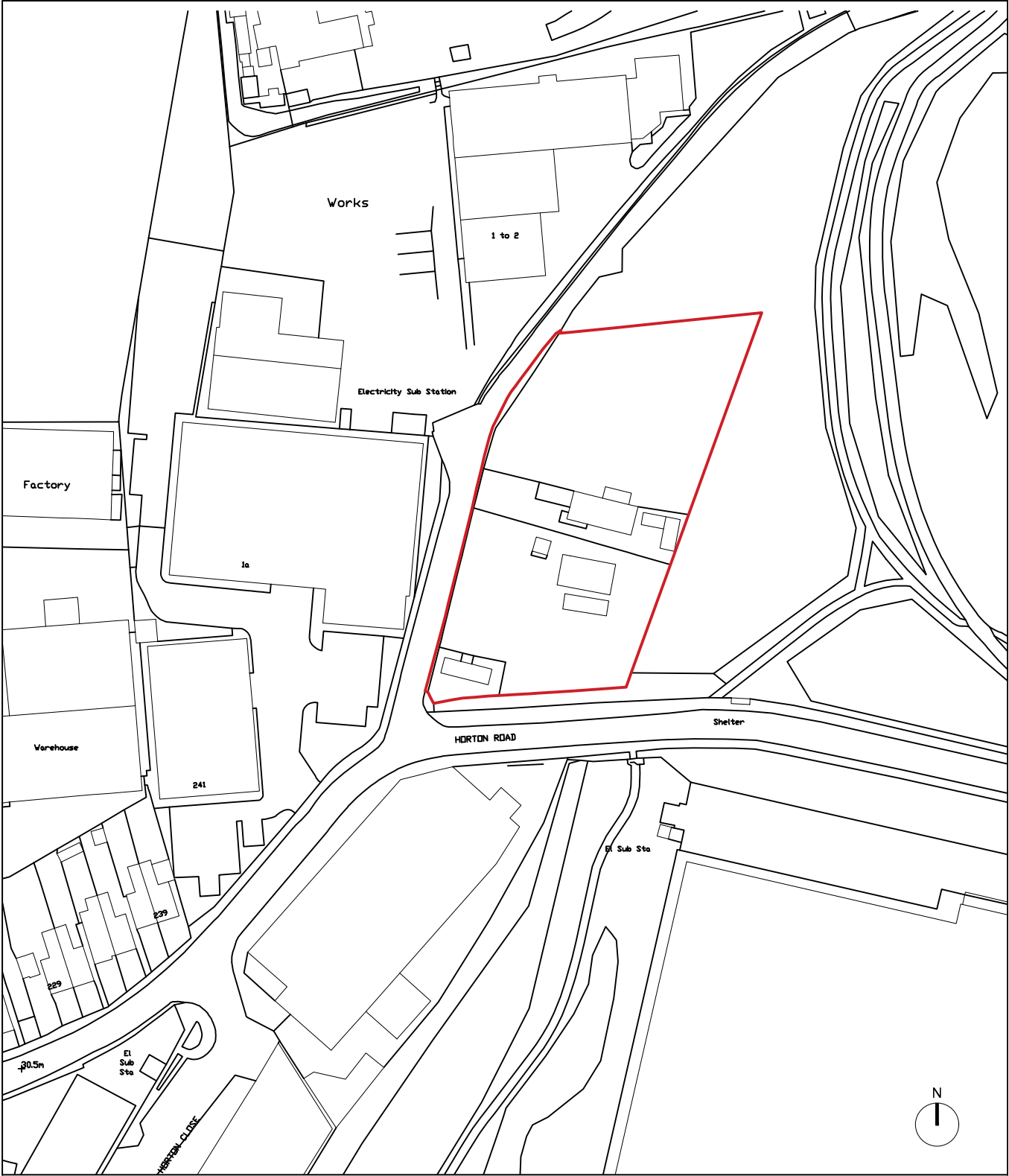
**APPENDIX 2**  
**DRAFT PLANNING PERMISSION**

**APPENDIX 3**  
**PLAN**

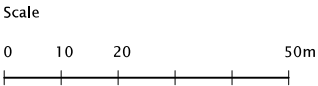


# Nick Willson Architects

G2 Hoxton Works 128      Hoxton Street London      N1 6SH      +44 (0)20 7012 1674      www.nickwillsonarchitects.com



PROJECT  
**BEACHES YARD WAREHOUSE**



PROJECT No.  
**0203**

DRAWING TITLE  
**SITE LOCATION  
PLAN**

DRAWING No.  
**001**

REVISION  
Site boundary 01  
Site boundary 02  
Site boundary 03  
Site boundary 04

DATE  
**22/09/12**

SCALE  
**1:1250**

DRAWN BY      CHECKED BY  
**NW              NW**

# DRAFT

Mr Alex Yearsley  
Bell Cornwell Llp  
Bell Cornwell Llp  
164-180 Union Street  
London  
SE1 0LH

Application Ref: 75221/APP/2022/2968

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

### GRANT OF PLANNING PERMISSION

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

**Description of development:**

Redevelopment of the site to provide a flexible warehouse facility (Use Class B2/B8) and ancillary office space, with associated HGV loading and servicing bay, car and cycle parking, access arrangements, landscaping and infrastructure.

**Location of development:** Beaches Yard Horton Road Yiewsley

**Date of application:** 10th October 2022

**Plan Numbers:** See attached Schedule of plans

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

**Draft Decision Notice produced:**

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

**Amendments required: YES / NO**

- NOTES:
- (i) Please also see the 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: 75221/APP/2022/2968

### 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:

003 Rev. 06 Site Layout Plan;  
008 Rev. 07 Proposed Basement Plan;  
004 Rev. 10 Proposed Ground Floor Plan;  
005 Rev. 04 Proposed First Floor Plan;  
006 Rev. 04 Proposed Second Floor Plan;  
007 Rev. 05 Proposed Roof Plan;  
101 Rev. 06 Proposed West & East Elevation;  
102 Rev. 06 Proposed South and North Elevation;  
103 Rev. 02 Proposed Long Section;  
104 Rev. 02 Proposed Cross Section;

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

#### REASON

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

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

6969/TAA Issue 07 Transport Assessment Addendum Appendices (Dated May 2023);  
6969/TAA Issue 07 Transport Assessment Addendum Drawings (Dated May 2023);  
6969/TAA Issue 07 Transport Assessment Addendum (Dated May 2023);  
Energy & Sustainability Statement V3 (Dated 12th January 2023);  
P4398J2568/TE V1.1 Desk Study/Preliminary Risk Assessment Report (Dated 26th September 2022);  
P4398J2568/TE v1.1 Geo-environmental & Geotechnical Assessment Ground Investigation Report (Dated September 2022);  
P4398J2568/te v1.3 Remedial Strategy and Verification Plan (Dated September 2022);  
11361 Noise Assessment (Dated 21st September 2022); and  
P4398JJ2568 v4.0 Flood Risk Assessment and SuDS Strategy (Dated 18th April 2023).

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

**REASON**

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

- 4 Notwithstanding the 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 building shall not be extended.

**REASON**

To enable the Local Planning Authority to assess all the implications of the development and to accord with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

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

**REASON**

To ensure that the Local Planning Authority have assessed all the implications of the development and to accord with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

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

**REASON**

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

- 7 The second floor office floorspace hereby approved shall only be used as ancillary floorspace to the primary operation of the warehouse facility.

**REASON**

To ensure that the Local Planning Authority have assessed all the implications of the development and to avoid triggering paragraph 87 of the National Planning Policy Framework (2021) to apply a sequential test to planning applications for main town centre uses which are neither in an existing centre nor in accordance with an up-to-date plan.

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

**REASON**

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

- 9 Prior to the commencement of the development hereby approved, a Construction Logistics Plan (CLP) and a Construction Management Plan (CMP) shall be submitted to, and approved in writing by, the Local Planning Authority, to minimise impacts to the local highway network, and to control noise, vibration and air pollutants generated as a result of the construction process. These documents shall be prepared in accordance with the London Freight Plan, 'The control of dust and emissions from construction and demolition' Supplementary Planning Guidance, BRE Pollution Control Guides

'Controlling particles and noise pollution from construction sites' and 'Controlling particles, vapour and noise pollution from construction sites'.

The CLP and CMP shall include details of (but shall not necessarily be limited to):

- (i) a programme of works, including hours of construction;
- (ii) the measures for traffic management and encouragement of sustainable modes of transport for workers, including prohibition of construction vehicles parking on the local highway network within the vicinity of the application site;
- (iii) the haulage routes and details of a vehicle booking system including use of a banksman (if applicable), ensuring construction deliveries are received outside peak hours;
- (iv) any closures of public routes and diversions, demonstrating how time spent closed to the public has been minimised;
- (v) the provision of secured restricted access as the sole means of entry to site for cyclists along with a secured turnstile entrance for pedestrians;
- (vi) a site plan identifying the location of the site entrance, exit, visibility zones, wheel washing, hard standing, hoarding (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting), stock piles, dust suppression, location of water supplies and location of nearest neighbouring receptors;
- (vii) the loading, unloading and storage of equipment, plant, fuel, oil, materials and chemicals;
- (viii) the means to prevent deposition of mud on the highway and chemical and/or fuel run-off from into nearby watercourse(s);
- (ix) a dust risk assessment, including means to monitor and control dust, noise and vibrations, following the published guidance by The Institute of Air Quality Management (IAQM) on how to assess impacts of emissions of dust from demolition and construction sites. This must demonstrate compliance (drawn up accordance with) the GLA Control of Dust and Emissions from Construction and Demolition SPG (or any successor document).
- (x) the likely noise levels to be generated from plant and construction works and the precautions set out to eliminate or reduce noise levels where the operational risk levels illustrated within The Control of Noise at Work Regulations 2005 could be exceeded;
- (xi) confirmation that a mobile crusher will/won't be used on site and if so, a copy of the permit and intended dates of operation;
- (xii) confirmation of all Non-Road Mobile Machinery (NRMM) to be used, or a statement confirming that NRMM will not be used. All Non-Road Mobile Machinery (NRMM) and plant to be used on site of net power between 37kW and 560 kW 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" and must be registered at <http://nrmm.london/>;
- (xiii) an asbestos survey and management plan
- (xiv) the arrangement for monitoring and responding to complaints relating to demolition and construction; and
- (xv) details of cranes and other tall construction equipment (including the details of obstacle lighting).

and, for the avoidance of doubt:

- (i) all Heavy Goods Vehicles associated with the development shall comply with the Direct Vision Standard, with a rating of 3 stars (or more).
- (ii) all deliveries to the site, particularly Heavy Goods Vehicles, shall be made using vehicles which have a Class VI mirror fitted in accordance with EU directive 2007/38/EC;

The development hereby approved shall be implemented in accordance with the approved DLP/CLP and DMP/CMP.

## REASON

To ensure that the proposed development does not interfere with the free flow of traffic and conditions of safety on the public highway, to ensure the development process does not have a significant adverse impact on the amenities of nearby residential properties, in accordance with Policies DMT 1, DMT 2, and DMEI 14 of the Hillingdon Local Plan: Development Management Policies (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: Development Management Policies (2020).

- 10 Prior to commencement of development (excluding demolition), a detailed energy monitoring, recording and reporting plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall accord with the requirements of the London Plan (Policy SI2) and the GLA Energy Assessment Guidance (April 2020 or as amended) and demonstrate that the development will secure the 102.2% saving in CO2 emissions from the regulated energy load in accordance with the energy strategy (Energy & Sustainability Statement V3 (Dated 12th January 2023)).

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

#### REASON

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

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

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

#### REASON

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

- 12 Prior to commencement of basement works, details of the basement car park and ground floor loading bays shall be submitted to and approved in writing by the Local Planning Authority. This shall include details to confirm that:-
- 8 no. car parking spaces are served by active fast charging infrastructure; and
  - All 4 no. loading bays are served by rapid vehicle charging points for freight vehicles.

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

#### REASON

To ensure that the development secures appropriate provision for electric or other Ultra-Low Emission vehicles, in accordance with Policies T6, T6.2 and T7 of the London Plan (2021).

- 13 Prior to commencement of development above ground level, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority (in consultation with Heathrow Airport Safeguarding and the Ministry of Defence). The scheme shall include: -
1. Details of Soft Landscaping
    - 1.a Planting plans (at not less than a scale of 1:100) to demonstrate no net loss of trees,
    - 1.b Written specification of planting and cultivation works to be undertaken,

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

## 2. Details of Hard Landscaping

### 2.a Refuse Storage

### 2.b Means of enclosure/boundary treatments

### 2.c Car Parking Layouts

### 2.d Hard Surfacing Materials

### 2.e External Lighting

2.f Other structures including accessible play equipment for disabled children, including those with a sensory impairment, or complex multiple disabilities. Provisions could include outdoor sound tubes, colour and lighting canopies, and other play equipment that could stimulate the olfactory senses. Inclusive play is a key requirement of any new residential development.

## 3. Living Roofs

### 3.a Details of the inclusion of the living / green / blue / brown / bio-solar roofs, including:

- Its location, extent, specification (plant species and growing medium type), landscape integration, integration with other roof plant or renewable energy infrastructure, structural integrity, construction, operation and access; the location and vegetation type to be discussed in advance with the Planning Authority so that benefits to reduction in exposure to air pollution can be obtained;
- Section/profile drawings showing the growing medium depth, different layers and membranes;
- Plans to show clearly its location, extent, drainage catchment areas (if relevant), inlets and outflows; and
- Maintenance plan to show how it will be maintained regularly, maintenance considerations due to other roof infrastructure and any changes in maintenance throughout the seasons.

## 4. Details of Landscape Maintenance

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

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

## 5. Schedule for Implementation

## 6. Urban Greening Factor

6.a The Urban Greening Factor score should be confirmed as part of a stand-alone drawing with calculations attached. This should include:

- A masterplan that is colour-coded according to hard and soft landscape surface cover types; and
- A completed Urban Greening Factor table.

## 7. Other

### 7.a Existing and proposed functional services above and below ground

### 7.b Proposed finishing levels or contours

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

## REASON

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

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

#### REASON

To ensure the development contributes positively to the ecological value of the area in accordance with Policy G5 and G6 of the London Plan (2021) and Policy DMEI 7 of the Hillingdon Local Plan: Part 2 (2020).

- 15 Prior to the commencement of above ground works, a robust results-based 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 and Heathrow Airport Limited. The BHMP should contain but not be limited to:
- Procedures and a schedule intended to ensure that breeding gulls are not supported by or attracted to the site and that any successful breeding is prevented.
  - An assessment of bird strike risk at the site, to include species data and numbers.
  - A monitoring schedule which includes details of means of access to all roofs.
  - A checklist of measures that would be taken to address problems that may arise.

The site shall be managed strictly in accordance with the details set out in the Bird Hazard Management Plan for the life of the development.

#### REASON

In the interests of aircraft safety in compliance with Policy DMAV 1 of the London Borough of Hillingdon Local Plan Part 2 - Development Management Policies (January 2020).

- 16 Prior to commencement of groundworks (excluding site investigations and demolition), a final detailed drainage design shall be submitted to and approved in writing by the Local Planning Authority. This shall include drawings and supporting calculations, in accordance with document reference 'P4398JJ2568 v4.0 Flood Risk Assessment and SuDS Strategy (Dated 18th April 2023)' and associated drawings. A detailed management plan confirming routine maintenance tasks for all drainage components must also be submitted to demonstrate how the drainage system is to be maintained for the lifetime of the development.

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

#### REASON

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

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

#### REASON

To ensure that surface water run off is controlled and to ensure the development does not increase



flood risk, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 12 and SI 13 of the London Plan (2021), the National Planning Policy Framework (2021), and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

- 18 Prior to first operation of the development, details of the cycle parking to provide space for 38 no. bicycles shall be submitted to and approved in writing by the Local Planning Authority. This detail should ensure that cycle parking is designed in line with the standards identified within London Cycle Design Standards (LCDS).

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

#### REASON

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

- 19 Prior to the first operation of the development, a final comprehensive Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority. This Plan should demonstrate:-
- i) That arrival and departure of HGVs to and from the site shall not take place at the same time to avoid conflict and highway safety issues;
  - ii) That arrival and departure of HGVs to and from the site shall not take place at the same time as arrival and departure of highway users associated with football events taking place at Uxbridge Football Club;
  - iii) rationalise the number of delivery and servicing trips, particularly during peak traffic periods;
  - iv) ensure there is provision of adequate loading facilities;
  - v) ensure that the delivery space and time is actively controlled through a site booking plan;
  - vi) Provide details of measures which will be implemented to reduce neighbourhood impacts; and
  - vii) Accordance with Transport for London's Delivery and Servicing Plan Guidance.

Operators should also be able to demonstrate their sustainability through membership of the Freight Operators Recognition Scheme (FORS) or similar.

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 Policy DMT1 and DMT2 of the Local Plan: Part Two - Development Management Policies (2020) and Policy T7 of the London Plan (2021).

- 20 Prior to the first operation of the development, a Parking Management Plan which details the parking management control measures on the western side of the access road shall be submitted to and approved in writing by the Local Planning Authority. The details should demonstrate that parking should not readily occur on the western side of the access road and that there are effective and enforceable management processes to prevent such parking if it does occur.

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

#### 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 Policy T4 of the London Plan (2021).

- 21 Prior to above ground level works, a Fire Strategy shall be submitted to and approved in writing by the

Local Planning Authority. The Fire Strategy shall include any necessary design changes to provide the required protected access to the firefighting shaft. The development shall thereafter be completed in accordance with the approved Fire Strategy.

#### REASON

To ensure that the development meets Fire Safety Standards in accordance with Policy D12 of the London Plan (2021).

- 22 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 exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000 to 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).

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

i) Compliance with the current London Plan (March 2021) and associated Planning Guidance requirements.

ii) Implementation of a fast electric vehicle charging bay for cars, and rapid charging provisions for freight vehicles.

iii) Update the proposed Travel Plan to make it more ambitious with a clear and effective strategy to encourage staff / users of the site to

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

iv) Avoid, whenever possible, urban areas including Air Quality Focus Areas.

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

#### REASON

As the application site is within an Air Quality Management Area, and to reduce the impact on air quality in accordance with Policy EM8 of the Local Plan: Part 1 (2012), Policy DME1 14 of the Hillingdon Local Plan: Part 2 (2020), Policies SI 1 and T4 of the London Plan (2021) and Paragraphs 174(e), 186 and 188 of the National Planning Policy Framework (2021).

- 24 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 Paragraphs 174(e), 186 and 188 of the National Planning Policy Framework (2021).

- 25 (i) All works which form part of the approved remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:

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

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

(iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the results of this testing shall be submitted and approved in writing by the Local Planning Authority.

## 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.

## INFORMATIVES

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.
- 3 You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
- 4 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the

construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at [planning@hillingsdon.gov.uk](mailto:planning@hillingsdon.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](http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil)

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

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

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

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

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

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

You are advised to consult the Council's Environmental Protection Unit ([www.hillingsdon.gov.uk/noise](http://www.hillingsdon.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 Groundwater:

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer.

Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing [trade.effluent@thameswater.co.uk](mailto:trade.effluent@thameswater.co.uk)

## Surface Water Drainage:

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 the Thames Water website.

8 Bird Hazard Management Plan:

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

Cranes:

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

All crane applications should be sent to Heathrow's Works Approval Team via the following address:

[Airside\\_Works\\_Approvals@heathrow.com](mailto:Airside_Works_Approvals@heathrow.com)

- 9 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.
- 10 If possible, it is advised that the applicant explores options to remove the on-street car parking on the western side of the unadopted road adjoining the site and accessed off Horton Road. If it is purchased by the applicant, the on-street parking can be removed and any unlawful parking can be enforced against privately. This would increase the area of useable road for vehicles accessing the site.

The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

Part 1 Policies

PT1.BE1 (2012) Built Environment

PT1.E1 (2012) Managing the Supply of Employment Land

PT1.EM2	(2012) Green Belt, Metropolitan Open Land and Green Chains
PT1.EM6	(2012) Flood Risk Management
PT1.EM7	(2012) Biodiversity and Geological Conservation
PT1.EM8	(2012) Land, Water, Air and Noise
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 6	Development in Green Edge Locations
DMEI 7	Biodiversity Protection and Enhancement
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 G2	(2021) London's Green Belt
LPP G5	(2021) Urban greening
LPP G6	(2021) Biodiversity and access to nature
LPP G7	(2021) Trees and woodlands
LPP 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
NPPF12	NPPF 2021 - Achieving well-designed places
NPPF13	NPPF 2021 - Protecting Green Belt Land
NPPF14	NPPF 2021 - Meeting the challenge of climate change flooding
NPPF15	NPPF 2021 - Conserving and enhancing the natural environment
NPPF16	NPPF 2021 - Conserving & enhancing the historic environment
NPPF2	NPPF 2021 - Achieving sustainable development
NPPF4	NPPF 2021 - Decision-Making
NPPF6	NPPF 2021 - Building a strong, competitive economy
NPPF9	NPPF 2021 - Promoting sustainable transport

## **END OF SCHEDULE**

### **Address:**

Development Management  
 Directorate of Place  
 Hillingdon Council  
 3 North, Civic Centre, High Street, Uxbridge UB8 1UW  
[www.hillingdon.gov.uk](http://www.hillingdon.gov.uk)



## **GRANT OF PLANNING PERMISSION**

Application Ref: 75221/APP/2022/2968

### **SCHEDULE OF PLANS**

002 Rev. 01 Existing Site Plan - received 26 Jan 2023

P4398J2568/TE V1.1 Stage 1 - 4 Basement Impact Assessment Report (Dated 24th October 2022) - received 24 Oct 2022

005 Rev. 04 Proposed First Floor Plan - received 16 May 2023

007 Rev. 05 Proposed Roof Plan - received 16 May 2023

006 Rev. 04 Proposed Second Floor Plan - received 16 May 2023

001 Rev. 04 Site Location Plan - received 16 May 2023

Energy & Sustainability Statement V3 (Dated 12th January 2023) - received 12 Jan 2023

6969 Active Travel Zone Technical Note (Dated 25th November 2022) - received 05 Dec 2022

21.0228.0002.006.F0 Urban Greening Factor Assessment (Dated 23rd September 2022) - received 26 Sep 2022

Fire Statement Rev. 01 (Dated 21st September 2022) - received 26 Sep 2022

21.0228.0001.F1 Rev. 1 Ecological Impact Assessment (Dated 23rd September 2022) - received 26 Sep 2022

11361.S Rev. 1 Air Quality Assessment (Dated 23rd August 2022) - received 26 Sep 2022

004 Rev. 10 Proposed Ground Floor Plan - received 24 May 2023

6969.001 Rev. I Proposed Access Arrangements - received 24 May 2023

6969.002 Rev. J Autotrack Swept Path Analysis - received 24 May 2023

6969.012 Rev. C Proposed Access Arrangements - received 24 May 2023

11361 Noise Assessment (Dated 21st September 2022) - received 26 Sep 2022

102 Rev. 06 Proposed South and North Elevation - received 27 Jun 2023

101 Rev. 06 Proposed West and East Elevation - received 27 Jun 2023

103 Rev. 02 Proposed Long Section - received 27 Jun 2023

104 Rev. 02 Proposed Cross Section - received 27 Jun 2023

P4398J2568/TE V1.1 Desk Study/Preliminary Risk Assessment Report (Dated 26th September 2022) - received 02 Nov 2022

P4398J2568/TE v1.1 Geo-environmental & Geotechnical Assessment Ground Investigation Report (Dated September 2022) - received 02 Nov 2022

P4398J2568/te v1.3 Remedial Strategy and Verification Plan (Dated September 2022) - received 02 Nov 2022

DA15689-00 Detailed Unexploded Ordnance (UXO) Risk Assessment (Dated 25th May 2022) - received 26 Sep 2022

P4398J2568 Appendix 1 to 5 (Dated July 2022) - received 26 Sep 2022

PA15689-00 Preliminary UXO Risk Assessment (Dated 11th May 2022) - received 26 Sep 2022

P4398J2568 Appendix 1 to 5 (Dated May 2022) - received 26 Sep 2022

Response to Highway Consultee Note (Dated 6th June 2023) - received 08 Jun 2023

008 Rev. 08 Proposed Basement Plan - received 24 Jul 2023

003 Rev. 07 Site Layout Plan - received 24 Jul 2023

TH 3134 B Rev. B Arboricultural Impact Assessment Method Statement & Tree Protection Plan (Submitted 24th March 2023) - received 24 Mar 2023

P4398JJ2568 v4.0 Flood Risk Assessment and SuDS Strategy (Dated 18th April 2023) - received 18 Apr 2023

CL-5845-RPT-003 V1.1 IFP Safeguarding (Dated 19th August 2022) - received 26 Sep 2022

BREEAM Report (Dated August 2022) - received 26 Sep 2022

Capacity Check Report (Dated 6th September 2022) - received 26 Sep 2022

21.0228.0002.004.F0 Biodiversity Net Gain Assessment (Dated 23rd September 2022) - received 26 Sep 2022

Contextual Visualisation (Dated 22nd September 2022) - received 26 Sep 2022

10459 Planning and Heritage Statement (Dated September 2022) - received 26 Sep 2022

6969/TAA Issue 07 Transport Assessment Addendum Appendices (Dated May 2023) - received 25 May 2023

6969/TAA Issue 07 Transport Assessment Addendum Drawings (Dated May 2023) - received 25 May 2023

6969/TAA Issue 07 Transport Assessment Addendum (Dated May 2023) - received 25 May 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.

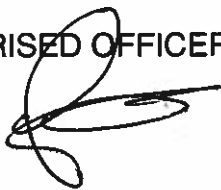
THE COMMON SEAL of the  
**MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HILLINGDON**

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

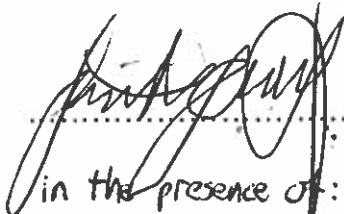
MEMBER OF  
THE COUNCIL



AUTHORISED OFFICER



EXECUTED AS A DEED BY **HARVEST LAND MANAGEMENT GROUP LIMITED**  
acting by its Director:-



KRISTIAN GRAABER

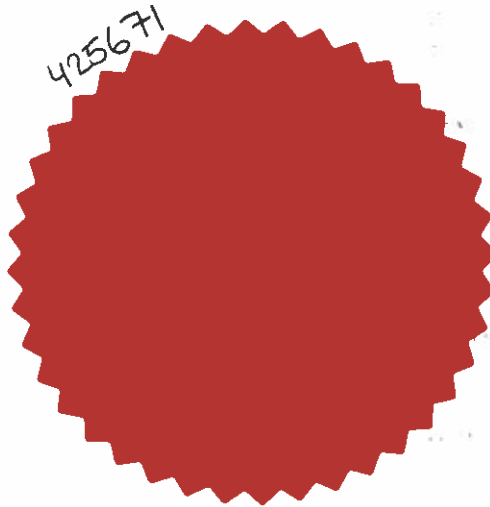
in the presence of:

Signature of Witness:

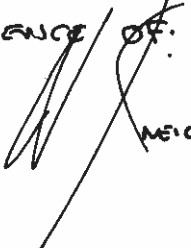


Name of Witness: **TOM O'DELL**


Address: **Stevens & Bolton LLP**  
**Wey House, Farnham Road**  
Occupation: **Guildford, Surrey GU1 4YD**  
**SOLICITOR**



SIGNED AS A DEED BY ROBERT  
CHRISTOPHER PETERS IN THE  
PRESENCE OF:



NEIL CROWTHER  
2 Ivy House Road  
Ickenham, Uxbridge  
Middlesex, UB10 8NE  
Solicitor

RC P R C P 

SIGNED AS A DEED BY FRANK  
HARRY PETERS IN THE PRESENCE  
OF



NEIL CROWTHER

2 Ivy House Road  
Ickenham, Uxbridge  
Middlesex, UB10 8NE  
Solicitor

GFP FH 

SIGNED AS A DEED BY GEORGE  
PHILIP PETERS IN THE PRESENCE  
OF



NEIL CROWTHER

2 Ivy House Road  
Ickenham, Uxbridge  
Middlesex, UB10 8NE  
Solicitor

GFP G 

SIGNED AS A DEED BY JOHN  
WILLIAM PETERS IN THE  
PRESENCE OF:



NEIL CROWTHER

2 Ivy House Road  
Ickenham, Uxbridge  
Middlesex, UB10 8NE  
Solicitor

JWP Peters 

*Faint, illegible text, possibly a stamp or additional signature.*