

DATED 28TH SEPTEMBER 2022

STATEMENT OF INTENT BY
THE LONDON BOROUGH OF HILLINGDON

RELATING TO THE DEVELOPMENT OF LAND AT

AVONDALE DRIVE, HAYES, UB3 3PN

PLANNING APPLICATION NUMBER: 76551/APP/2021/4502

Planning & Environment Team
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 3E/04/VA/19591

THIS STATEMENT OF INTENT is dated

28TH SEPTEMBER

2022

and is made

BY:

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

BACKGROUND

- A The Owner acting in its capacity as landowner has the freehold interest in the Site registered under Title Nos. MX474380 MX125584 and NGL7993 at the Land Registry.
- B The Owner is acquiring the CPO Interests such interests will be bound by the terms of this Statement of Intent or the Required Section 106 Agreement (as the case may be) to enable the delivery of the Development pursuant to the Planning Permission.
- C On 10 December 2021 the Owner in its capacity as landowner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Council acting in its capacity as local planning authority resolved at its Majors Committee meeting on 29 March 2022 to delegate authority to determine the Planning Application to the Deputy Director of Planning and Regeneration subject to the prior completion of this Statement and the Required Section 106 Agreement.
- E The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the development of the Site ought to only be permitted subject to the terms of this Statement and for that purpose the Owner is willing to provide this Statement.
- F Notwithstanding that this is a Statement and not a section 106 planning obligation under the Act the Council as Owner has agreed to ensure the terms of this Statement are complied with as if it were a section 106 planning obligation.

- G Provisions in this Statement have been made to require the Council as the applicant, landowner, highway authority and housing authority to ensure a section 106 planning obligation will bind the Site if it deals with its current interest in the Site.

THIS AGREEMENT WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

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

"Act"	means the Town and Country Planning Act 1990;
"Authority's Area"	means the administrative area of the Council;
"the Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Statement;
"Corporate Landlord"	means the Corporate Landlord or such person as the Council designates as undertaking this role;
"CPO Interest"	Means those interests acquired by the Council under the LONDON BOROUGH OF HILLINGDON (AVONDALE DRIVE) COMPULSORY PURCHASE ORDER 2021 attached at Appendix 5 to this Deed
"Deputy Director of Planning and Regeneration"	means the Council's Deputy Director of Planning and Regeneration or such person as the Council designates as undertaking this role;
"Development"	means the development authorised by the Planning Permission;
"Form PO1"	means the form in the substantial format set out in Appendix 1;

"Implementation"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Statement and for no other purpose) archaeological investigations, demolition, remediation, site clearance, site preparation or surveys and "Implement" shall be construed accordingly;
"Monitoring Sum"	means the sum equivalent to five percent of the total contributions set out in the Required Section 106 Agreement such Monitoring Sum to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Statement;
"Occupation"	means occupation of the Site for the purposes permitted by the Planning Permission and "Occupy" and "Occupied" shall be construed accordingly;
"Owner"	means the London Borough of Hillingdon or any successor in title to the Site or any part of the Site;
"Plan"	means the plan attached to this Statement;
"Planning Application"	means the hybrid application for outline planning permission (with all matters reserved) for residential floorspace (Class C3) including demolition of all existing buildings and structures; erection of new buildings; new pedestrian and vehicular accesses; associated amenity space, open space, landscaping; car and cycle parking spaces; plant, refuse storage, servicing area and other works incidental to the proposed development; and the application for full planning permission for Block A comprising 30 residential units (Class C3); new pedestrian access; associated amenity space and landscaping; cycle parking, refuse storage, and other associated infrastructure under planning application reference number 76551/APP/2021/4502;

"Planning Obligations Officer"	means the Council's Planning Obligations Officer or such person as the Council designates as undertaking this role;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Appendix Two;
"Relevant Disposal"	means any freehold or long leasehold interest in the Site
"Required Section 106 Agreement"	means the draft Section 106 agreement at Appendix Three to be entered into by any person acquiring an interest in the Site from the Owner;
"Site"	means the property known as land at Avondale Drive, Hayes, UB3 3PN and shown for identification purposes only edged red on the Plan;
"Statement Reference"	means the planning application reference number 76551/APP/2021/4502;
"VAT"	means Value Added Tax

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

- 1.7 References to any party to this Statement shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Statement from the Council as local planning authority that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 Without prejudice to the terms of any other provision contained in this Statement the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council acting as local planning authority for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Statement.

2. STATUTORY PROVISIONS

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

3. CONDITIONALITY

- 3.1 This Statement shall have immediate force and effect.

4. MISCELLANEOUS

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

- 4.2 If any provision in this Statement shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Statement.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Statement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Statement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Statement, the covenants in this Statement shall be enforceable without any limit of time against the Owner and the Owner shall not be released from its obligations unless and until it disposes of its interest in the Site.
- 4.6 No party to this Statement nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Statement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
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- 4.7 This Statement 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 the Implementation of Development.
- 4.8 Nothing in this Statement 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 Statement.

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

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

- 5.1 The Owner agrees to undertake the following so as to bind the Site:

5.1.1 not to deal with, dispose of, surrender or disclaim any legal or equitable interest in the Site (whether existing or prospectively acquired from the date of this Deed) or assign any interest or create any new interest from the Site or mortgage without first procuring that any person acquiring an interest in the Site from the Owner (save for individual owner-occupiers or individual tenants of dwellings constructed pursuant to the Planning Permission or mortgagees chargees licensees or leaseholders other than persons with a long leasehold interest) shall be legally bound to enter into a legal agreement under section 106 of the Act in the form of the Required Section 106 Agreement subject to such amendments as the local planning authority may require having regard to the extent of the obligations already performed or those which are ongoing before the time of or contemporaneous with the disposal of any interest in the Site by the Owner and for the avoidance of doubt this shall include a Relevant Disposal of any CPO Interest acquired by the Council;

5.1.2 if the Owner (as of the date of this deed) decides to retain the Site in order to implement the Planning Permission itself (or part of), then the Owner will observe and perform the planning obligations of the Owner contained in the Required Section 106 Agreement as if the obligations set out in the Required Section 106 Agreement were operative and binding on the Site and the Owner and for the avoidance of doubt this shall include any CPO Interest acquired by the Council;

5.1.3 compliance with the requirements of this clause 5 shall be at no cost to the Council in its capacity as local planning authority.

6. COSTS

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

7 REGISTRATION OF AGREEMENT

- 7.1 Immediately after the execution of this Statement the Owner will use reasonable endeavours to make an application to the Land Registry for entries relating to this Statement to be made in the charges register of title number(s) MX474380 MX125584 and NGL7993.
- 7.2 The covenants on behalf of the parties in this Statement to be observed and performed under this Deed shall be treated as a Local Land Charge and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

8. RIGHT OF ACCESS

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

9. ARBITRATION

- 9.1 All disputes, differences or questions arising out of this Statement or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to mediation by a single mediator to be determined by the Chief Executive as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

- 9.2 The mediation shall take place at the Civic Centre building where there is no agreement reached within 21 days the matter shall be determined by a special committee of the local planning authority.

10. THIRD PARTIES

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

11. NOTICES

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

- 11.2 Any notice to be served under or in connection with this Statement shall be sent to the Deputy Director of Planning and Regeneration, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Statement Reference.

12. FORM PO1

- 12.1 Prior to Implementation of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Planning Obligations Officer, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW or by email to cil@hillington.gov.uk and shall cite the Statement Reference.

13. CHANGE IN OWNERSHIP

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

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

14. INTEREST

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

15. VAT

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

16. JURISDICTION

- 16.1 This Statement is governed by and interpreted in accordance with the law of England and Wales.
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Appendix One: Form PO1

TO: PLANNING OBLIGATIONS OFFICER
PLANNING AND REGENERATION
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW
EMAIL : cil@hillingdon.gov.uk

FORM

PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

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

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

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

☐

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS	YES/NO
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Appendix Two: Draft Planning Permission

DRAFT

Enya Macliam Roberts
Savills
33 Margaret Street
London
W1G 0JD

Application Ref: 76551/APP/2021/4502

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:

Hybrid planning application seeking OUTLINE permission (with all matters reserved) for residential floorspace (Class C3) including demolition of all existing buildings and structures; erection of new buildings; new pedestrian and vehicular accesses; associated amenity space, open space, landscaping; car and cycle parking spaces; plant, refuse storage, servicing area and other works incidental to the proposed development; and FULL planning permission for Block A comprising 30 residential units (Class C3); new pedestrian access; associated amenity space and landscaping; cycle parking, refuse storage, and other associated infrastructure.

Location of development: Land At Avondale Drive Hayes

Date of application: 17th December 2021

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 76551/APP/2021/4502

SCHEDULE OF CONDITIONS

1 Time Limit and Reserved Matters applications for the Outline Area

The outline element of the development hereby approved shall begin either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Applications for approval of the following reserved matters shall be made to the Local Planning Authority before the expiry of five years from the date of this permission.

(a) Appearance

(b) Means of Access

(c) Landscaping

(d) Layout

(e) Scale

The implementation of each phase of this permission must be begun not later than the expiration of two years from the final approval of the reserved matters for that phase.

REASON

To comply with Section 92 of the Town and Country Planning Act 1990.

2 Time Limit for the Detailed Phase 1 element

The detailed first phase of the development hereby approved 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.

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

In relation to the outline element:

Site Location Plan AVD-PTE-ZZ-XX-DR-A-10004 (Rev. C4)

Parameter Plan 1 - Development Zones AVD-PTE-VD-XX-DR-A-10005 (Rev. C5)

Parameter Plan 2 - Building Heights AVD-PTE-VD-XX-DR-A-10006 (Rev. C4)

Parameter Plan 3 - Access and Movement AVD-PTE-VD-XX-DR-A-10007 (Rev. C5)

Parameter Plan 4 - Hard and Soft Landscaping AVD-PTE-VD-XX-DR-A-10008 (Rev. C5)

In relation to the detailed Phase 1 proposals:

Site Location Plan AVD-PTE-ZZ-XX-DR-A-10004 (Rev. C4)
Proposed Block Plan (within existing context) AVD-PTE-P1A-XX-DR-A-10010 (Rev. C4)
Proposed Block Plan (within Masterplan context) AVD-PTE-P1A-XX-DR-A-10011 (Rev. C3)
Phase 1a - Proposed Ground Floor Plan AVD-PTE-P1A-00-DR-A-10100 (Rev. C4)
Phase 1a - Proposed First Floor Plan AVD-PTE-P1A-01-DR-A-10101 (Rev. C4)
Phase 1a - Proposed Second Floor Plan AVD-PTE-P1A-02-DR-A-10102 (Rev. C4)
Phase 1a - Proposed Third Floor Plan AVD-PTE-P1A-03-DR-A-10103 (Rev. C4)
Phase 1a - Proposed Fourth Floor Plan AVD-PTE-P1A-04-DR-A-10104 (Rev. C4)
Phase 1a - Proposed Roof Plan AVD-PTE-P1A-05-DR-A-10105 (Rev. C4)
Phase 1a - Proposed South and West Elevations AVD-PTE-P1A-ZZ-DR-A-10301 (Rev. C4)
Phase 1a - Proposed North and East Elevations AVD-PTE-P1A-ZZ-DR-A-10300 (Rev. C4)
Phase 1a - Proposed Sections AVD-PTE-P1A-ZZ-DR-A-10200 (Rev. C5)
Phase 1a - Proposed Hardworks Plan AVD-TEP-P1-00-DR-L-90110 (Rev. 02)
Phase 1a - Proposed Planting AVD-TEP-P1-00-DR-L-90120 (Rev. 02)

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).

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

Planning Statement (March 2022)
Design and Access Statement (Rev. C4) (December 2021 - updated March 2022)
Development Specification Statement - (10 March 2022)
Air Quality Assessment (Ref: 2104170-02) (November 2021)
Arboricultural Impact Assessment (RT-MME-154569-02 - Rev. B) (December 2021)
Archaeological Desk-Based Assessment (November 2021)
Aviation Safeguarding Assessment (Ref: EAS/P1239/R1/Issue 1) (November 2021)
Biodiversity Impact Assessment (March 2022)
Preliminary Ecological Appraisal (December 2021)
Geotechnical and Geo-environmental Desk Study Report (Ref: 1990-A2S-XX-XX-RP-Y-0002-00) (November 2021)
Circular Economy Statement and Whole Life Cycle Carbon Assessment (Rev. 2) (03-12-21)
Outline Construction Logistics Plan (Rev. B) (09-03-22)
Daylight and Sunlight Report (November 2021)
Delivery and Servicing Plan (Rev. B) (09-03-22)
Outline Phase 1b to 2 Energy Statement and Sustainability Strategy (Rev. 3) (03-12-21)
Phase 1a - Energy Statement and Sustainability Strategy (Rev. 3) (26-11-21)
Overheating Risk Assessment (Rev. C) (29-11-21)
Phase 1a - Detailed Fire Strategy (November 2021)
Outline Fire Strategy (November 2021)
Wind Microclimate Impact Assessment (November 2021)
Noise Assessment (March 2022)
Foul Sewage and Utilities Statement (Rev. 2) (07-12-21)
Transport Assessment (Rev. C) (14-03-22)
Framework Residential (Rev. B) Travel Plan (09-03-22)
Drainage Strategy (Ref: P450729-WW-AV-XX-RP-C-0002) (Rev. P2)

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).

- 5 The proposed land uses within the reserved matters (outline area) shall be strictly in accordance with the maximum floor area (Use Class C3 - 14,456 sqm GIA) up to 210 homes.

REASON

To ensure that the development is carried out in accordance with the approved plans and other submitted details and to ensure the quantum of development keeps within the parameters assessed in accordance with Policy DMHB 17 of the Hillingdon Local Plan: Part 2 (2020).

- 6 The proposed housing mix within the reserved matters application/s shall be strictly in accordance with the following parameters:

One bedroom units - 37%

Two bedroom units - 47%

Three and four bedroom units - 16%

REASON

To ensure that the development is carried out in accordance with the approved plans and other submitted details and to ensure the quantum of development keeps within the parameters assessed in accordance with Policy H10 of the London Plan (2021).

- 7 Save in respect of development within the Detailed First Phase, no applications for Reserved Matters approval shall be submitted and no development within the Outline Area shall be commenced (except for demolition, ground and enabling work) until a Phasing Plan setting out the delivery of the phases across the Outline Area of the site has been submitted to and approved in writing by the Local Planning Authority. The Phasing Plan shall confirm the order and timing of delivery of each of the Phases.

The development shall thereby be carried out in accordance with the approved Phasing Plan or any amendments thereto that may be subsequently agreed in writing with the local planning authority.

REASON

To ensure that the development proceeds in a satisfactory manner in accordance with the provisions Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

- 8 Prior to commencement of any works (except for demolition, ground and enabling works) for each relevant development phase, a detailed Design Code (to include the realigned Austin Road) shall be submitted and approved in writing and Reserved Matters applications shall conform with the approved Design Code. The development shall thereby be carried out in accordance with the approved design Code. The Design Code shall provide the following information:

Introduction

- a. Purpose of the Code
- b. The Vision (for the regeneration of the estate)
- c. The Site (and its context)
- d. Planning Context
- e. Design Principles
- f. Structure of the Code
- g. Instructions for Use

2. Overarching Design Code Principles

- a. Land Use and Amount
- b. Layout
- c. Scale and Massing
- d. Access, Movement and Parking
- e. Landscape and Public Realm
- f. Private and Community Amenity Space and Playspace

3. Avondale Drive Masterplan

- a. Background
- b. Design Principles
- c. Masterplan Layout
- d. Typical Development Blocks

4. Character Areas and Street Types

- a. Character and Approach
- b. Avondale Drive
- c. Abbotswood Way
- d. Park Street
- e. Park Edge
- f. Courtyard

5. Detailed Design Code Principles

- a. Built Form and Architectural Detail
- b. Material Strategy
- c. Energy and Sustainability
- d. Car and Cycle Parking Strategy
- e. Utilities and Servicing
- f. Waste and Recycling
- g. Lighting Strategy
- h. Design Standards

6. Housing Typologies

- a. Housing Types
- b. Duplexes and Podium Housing Blocks
- d. Apartment Blocks

7. Glossary of Terms

REASON

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

- 9 The residential density shall not exceed 224 units per hectare.

REASON

To ensure that the development is carried out in accordance with the approved plans and other submitted details and to ensure the quantum of development keeps within the parameters assessed in accordance with Policy DMHB 17 of the Hillingdon Local Plan: Part 2 (2020).

- 10 No building or structure shall exceed 63 metres (AOD) in height in the outline element.

REASON

Whilst Heathrow recognises that the existing building penetrates the Obstacle Limitation Surface. The

replacement building called should not be allowed to exceed the existing elevation, as further penetration of the Obstacle Limitation Surface would not be deemed acceptable to Heathrows operation. See Advice Note 1 An Overview for further information (available at <http://www.aoa.org.uk/wp-content/uploads/2016/09/Advice-Note-1-Aerodrome-Safeguarding-An-Overview-2016.pdf>) in accordance with the approved drawings and to accord with the requirements of Policy DMAV 1 of the Hillingdon Local Plan: Part 2 (2020).

- 11 The roads/turning/loading facilities/sight lines and parking areas (including the marking out of parking spaces) shown on the approved Phase 1 phase and within subsequent phases of the development shall be constructed prior to occupation of the development, thereafter permanently retained and used for no other purpose.

REASON

To ensure that adequate facilities are provided in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 12 Prior to commencement (except for demolition, ground and enabling works of any superstructure works) of any relevant phase of this development, details of all materials and external surfaces, including details of balconies have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

Details should include information relating to make, product/type, colour and photographs/images.

REASON

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

- 13 Prior to commencement of development (except for demolition, ground and enabling work) for each relevant development phase, details of the play area for children shall be submitted to and approved in writing by the Local Planning Authority. This should include details of accessible play equipment for disabled children, including those with a sensory impairment, or complex multiple disabilities. Thereafter, the play areas shall be provided prior to the occupation of any unit within the development and maintained for this purpose.

REASON

To ensure that the development makes adequate provision of children's play space in accordance with Policies DMHB 19 and DMCI 5 of the Hillingdon Local Plan: Part 2 (2020) and Policies S4 and D5 of the London Plan (2021).

- 14 The dwellings hereby approved shall ensure that 90% be constructed to meet the standards for a Category 2 M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, and all such provisions shall remain in place for the life of the building. the remaining 10% of all units shall be constructed to accord with the technical specifications of Section M4(3)(2)(b) for a Wheelchair Accessible dwelling as set out in Approved Document M to the Building Regulations 2010 (2015 edition).

REASON

To ensure that sufficient housing stock is provided, in accordance with Policy DMHB 16 of the Hillingdon Local Plan: Part 2 (2020) and Policies D5 and D7 of the London Plan (2021).

- 15 Prior to the commencement of development (except for demolition, ground and enabling work) of each phase of this development, details of a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

1. Details of Soft Landscaping
 - 1.a Planting plans (at not less than a scale of 1:100),
 - 1.b Written specification of planting and cultivation works to be undertaken,
 - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate and this schedule must include pollution absorbing trees. The scheme shall provide a minimum of 23 replacement trees.
2. Details of Hard Landscaping
 - 2.a Refuse Storage including food waste and refuse strategy
 - 2.b Cycle Storage to show no less than 440 spaces and a further 7 short stay visitor spaces.
 - 2.d Car Parking Layouts to show 68 spaces with at least 20% of all parking spaces having active electric vehicle charging points with all the remainder having passive provision. The 68 spaces shall include 8 disabled bays.
 - 2.e Hard Surfacing Materials
 - 2.f External Lighting to include LED/energy efficient lighting
 - 2.g Other structures (such as play equipment and furniture)
3. Living Walls and Roofs
 - 3.a Details of the inclusion of living walls and roofs
 - 3.b Justification as to why no part of the development can include living walls and roofs
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. Other
 - 6.a Existing and proposed functional services above and below ground
 - 6.b Proposed finishing levels or contours

7 Further detail of Biodiversity Net Gain

7.a Details illustrating a biodiversity net gain across the development as a whole and submitted phase by phase shall be submitted and approved prior to above ground works in each phase.

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, DMEI 1 and DMT 2 of the Hillingdon Local Plan Part 2 (2020) and Policy G5 of the London Plan (2021).

- 16 Trees, hedges and shrubs shown to be retained on the approved plan(s) shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during (or after) construction, or is found to be seriously diseased or dying, another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the

buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs' Remedial work should be carried out to BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

REASON

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

- 17 No site clearance or construction work shall take place for each relevant development phase, until the details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:

1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.
2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority. Such fencing should be a minimum height of 1.5 metres.

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

The fencing shall be retained in position until development is completed.

The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:

- 2.a There shall be no changes in ground levels;
- 2.b No materials or plant shall be stored;
- 2.c No buildings or temporary buildings shall be erected or stationed.
- 2.d No materials or waste shall be burnt; and.
- 2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.

3. Where the arboricultural method statement recommends that the tree protection measures for a site will be monitored and supervised by an arboricultural consultant at key stages of the development, records of the site inspections / meetings shall be submitted to the Local Planning Authority.

REASON

To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with policy DMHB 14 of the Hillingdon Local Plan Part 2 (2020)

- 18 Prior to occupation of each relevant phase of development within the Outline Area, a Parking Management and Allocation Plan for that relevant phase shall be submitted to and approved in writing by the Local Planning Authority. It shall detail the following:

- (i) The arrangements for all parking onsite and include provisions for managing, monitoring, enforcement and review. All on-site parking spaces shall be solely for the use by future residents of the development hereby approved and shall not be used for any other purpose of leased/sub-let.

- (ii) A Parking Design and Management Plan to ensure that an additional 7% of dwellings could be provided with one designated disabled persons parking space per dwelling in future upon request as soon as existing provision is insufficient.

The approved plan shall be implemented as soon as the development within each phase is brought into use and shall remain in place thereafter. Any changes to the plan shall be agreed in writing by the Local Planning Authority.

REASON

To ensure the appropriate operation of the car parks and prevention of inappropriate/informal parking from taking place by users of the site, in accordance with Policies DMT 1, DMT 2 and DMT 6 of the Hillingdon Local Plan: Part 2 (2020).

- 19 Prior to the occupation of any relevant phase of this development, details of a Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority. This should be in accordance with Transport for London's Delivery and Servicing Plan Guidance. Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

To ensure appropriate servicing of the site, to safeguard highway safety and to safeguard the free flow of traffic, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policies T3 and T7 of the London Plan (2021).

- 20 Prior to the commencement of any relevant phase works on site, a Construction Management and Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority (in consultation with relevant stakeholders including appropriate communication with, the distribution of information to, the local community and the Local Planning Authority relating to relevant aspects of construction). This plan shall detail:
- (i) The phasing of the works;
 - (ii) The hours of work;
 - (iii) On-site plant and equipment;
 - (iv) Measures to mitigate noise and vibration;
 - (v) Measures to mitigate impact on air quality;
 - (vi) Waste management;
 - (vii) Site transportation and traffic management, including:
 - (a) Routing;
 - (b) Signage;
 - (c) Vehicle types and sizes;
 - (d) Hours of arrivals and departures of staff and deliveries (avoiding peaks times of day);
 - (e) Frequency of visits;
 - (f) Parking of site operative vehicles;
 - (g) On-site loading/unloading arrangements; and
 - (h) Use of an onsite banksman (if applicable).
 - (viii) The arrangement for monitoring and responding to complaints relating to demolition and construction; and
 - (ix) Details of cranes and other tall construction equipment (including the details of obstacle lighting).

This plan should accord with Transport for London's Construction Logistic Planning Guidance and the GLA's 'The Control of Dust and Emissions during Construction and Demolition' Supplementary Planning Guidance (July 2014) (or any successor document). The construction works shall be carried out in strict accordance with the approved plan.

REASON

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

- 21 Each relevant phase of the development shall not be occupied until full and final details are provided to, and approved by, the Local Planning Authority of the sound insulation scheme(s) for for each relevant development phase, and any other control measures, such that ambient sound levels are no higher than the relevant internal targets within the current version of the ProPG: Planning & Noise accounting for both ventilation and overheating conditions, and to minimise levels within external amenity areas as far as practicable. Any sound generated within the development by associated plant shall be controlled to not exceed relevant targets, such as those within the current version of the Acoustics, Ventilation and Overheating Residential Design Guide.

REASON

To safeguard the amenity of the occupants of the development in accordance with Policy EM8 of the Hillingdon Local Plan: Part One - Strategic Policies (November 2012) in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

- 22 Each phase of the development shall not be occupied until full and final details are provided to, and approved by, the Local Planning Authority for each relevant development phase of any building services plant that would result in sound emitted externally, together with details of any required noise control to safeguard the amenity of the occupants of both the scheme and the neighbouring dwellings. The plant shall be selected and installed so as to minimise sound externally to a practicable minimum, and, where required (due to risk of noise impact), the plant and background sound levels should be determined and assessed in accordance with the Council's Noise SPD (2006) and the current version of BS 4142.

REASON

To safeguard the amenity of the occupants of the development in accordance with Policy EM8 of the Hillingdon Local Plan: Part One - Strategic Policies (November 2012) in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

- 23 No piling shall take place for each relevant development phase until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

REASON

To ensure that the proposed works, in close proximity to underground sewerage utility infrastructure, will not adversely impact / cause failure of local underground sewerage utility infrastructure in accordance with Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Part 2 (2020)

- 24 Prior to commencement of superstructure works of any relevant phase of this development, the final Overheating Strategy shall be submitted to and approved in writing by the Local Planning Authority. The submission shall demonstrate how the development will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the following cooling hierarchy:

1) reduce the amount of heat entering a building through orientation, shading, high albedo materials, fenestration, insulation and the provision of green infrastructure;

- 2) minimise internal heat generation through energy efficient design;
- 3) manage the heat within the building through exposed internal thermal mass and high ceilings;
- 4) provide passive ventilation;
- 5) provide mechanical ventilation;
- 6) provide active cooling systems; and
- 7) Control heating within communal areas.

The approved details shall thereafter be implemented and retained for the lifetime of the development.

REASON

To demonstrate that the final strategy will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the cooling hierarchy and Policy SI 4 of the London Plan (2021).

- 25 Prior to superstructure works commencing of any relevant phase of this development, a Bird Hazard Management Plan shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Ministry of Defence and Heathrow Airport Ltd. The submitted plan shall include details of:

Management of any flat/shallow pitched on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note 8 'Potential Bird Hazards from Building Design'.

The roof terrace and other public access areas are to be provided with lidded bins, and an approved method to maintain the accumulation of waste, to ensure that no food waste is available for the attraction of hazardous birds. The Bird Hazard Management Plan shall be implemented as approved on completion of the development and shall remain in force for the life of the building.

Details and a schedule of procedures to ensure that breeding or nesting birds are disturbed or displaced from any flat/green roofs (by licenced means) formed within the site.

Means for suitably qualified personnel to access to all roof areas (including these smaller areas of biodiverse roof and the roof terraces) for both inspection and active bird control.

Details of a protocol for liaison with RAF Northolt in the event that dispersal procedures are to be undertaken. The provisions of the BHMP shall be implemented strictly in accordance with the details agreed for the life of the development and there shall be no variation without the written agreement of both the Local Planning Authority and the MOD. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.

REASON

It is necessary to manage the roof in order to minimise its attractiveness to birds which could endanger the safe movement of aircraft and the operation of Heathrow Airport, to accord with the requirements of Policy DMAV 1 of the Hillingdon Local Plan: Part 2 (2020).

- 26 Prior to commencement (except for demolition, ground and enabling works) of each relevant phase of the development within the Outline Area, a scheme for the provision of sustainable water management for that phase in line with the approved Flood Risk Assessment and Drainage Strategy shall be submitted to, and approved in writing by the Local Planning Authority. The scheme shall clearly demonstrate how it manages water and demonstrate ways of controlling the surface water on site by providing information on:

- a) Sustainable Drainage features:

i. Surface water discharge - the submitted drainage strategy must identify the proposed method and location of discharging collected surface water from the site in accordance with the hierarchy set out in Policy SI 13 of the London Plan (2021). Where the proposal does not utilise the most sustainable solution, justification must be provided. Any proposal that includes a connection to a private sewer network should provide details of the condition and ownership of the entire drainage route to a public sewer or ordinary watercourse.

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

iii. Runoff rates - surface water discharge from the site must be no greater than greenfield runoff rates at a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus 40% climate change.

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

v. Exceedance routes - provide a plan showing the route surface water will take through the development for rainfall events exceeding the 1 in 100 year event. Where it is intended to store water on the ground surface, the maximum extent of overland flooding should be mapped and include details on flow paths, depths and velocities. Safe access and egress for the site must be demonstrated.

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

i. Provide a Management and Maintenance Plan for the drainage system that includes clear plans showing all of the drainage network above and below ground, and identifies the responsibility of different parties for each component of the drainage network.

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

c) Minimise water use

i. incorporate water saving measures and equipment.

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

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

REASON

To ensure 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).

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

- a) A site investigation, including where relevant soil, soil gas, surface and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and
- (b) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified shall be agreed in writing with the LPA prior to commencement, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.
- (ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to 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 Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Part 2 (2020).

- 28 All Non-Road Mobile machinery (NRMM) of net power of 37kW and up to and including 560kW used during the demolition, site preparation and construction phases shall comply with the emissions standards set out in chapter 4, proposal 4.2.3.a of the London Environment Strategy. Unless it complies with the standard set out in the London Environment Strategy, no NRMM shall be onsite, at any time, whether in use or not, without the prior written consent of the LPA. 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 <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 and 186 of the National Planning Policy Framework (2021).

- 29 Prior to superstructure works (except for demolition, ground and enabling works) of any relevant phase of this 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:

- 1) secure compliance with the current London Plan (March 2021), and associated Guidance requirements
- 2) To include in the Travel Plan a clear and effective strategy to encourage users 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.

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

REASON

To reduce the impact on air quality in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1

(2012), Policy DME1 14 of the Hillingdon Local Plan: Part (2020), Policies SI 1 and T4 of the London Plan (2021) and paragraphs 174 and 186 of the National Planning Policy Framework (2021).

- 30 Prior to the commencement of any superstructure works for each residential phase of development details of security measures to minimise the risk of crime and to meet the specific security needs of that phase shall be submitted for that phase and approved in writing by the Local Planning Authority, in consultation with the Metropolitan Police.

Any security measures to be implemented in compliance with this condition shall reach the standard necessary to achieve the 'Secured by Design gold' accreditation awarded by the Hillingdon Metropolitan Police Design Out Crime Officer (DOCO) on behalf of the Association of Chief Police Officers (ACPO). The approved measures shall be implemented before the development in that phase is occupied and thereafter retained.

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 and to ensure the development provides a safe and secure environment in accordance with policy D11 of The London Plan 2021.

- 31 A) Prior to the commencement of development for each relevant phase within the Outline Area, the principles of a Fire Statement shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Health and Safety Executive. The statement should detail how the development proposal will function in terms of:
- i) the building's construction: methods, products and materials used, including manufacturers' details
 - ii) the means of escape for all building users: suitably designed stair cores, escape for building users who are disabled or require level access, and associated evacuation strategy approach
 - iii) features which reduce the risk to life: fire alarm systems, passive and active fire safety measures and associated management and maintenance plans
 - iv) access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these
 - v) how provision will be made within the curtilage of the site to enable fire appliances to gain access to the building
 - vi) ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures.
- B) Prior to occupation of the development within that phase, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building Control Decision Notice or equivalent. Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

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

- 32 Prior to the commencement of any superstructure works for each residential phase of development, details of any external lighting associated with the development including levels of illumination, position,

design, structure, direction of illumination, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented and maintained in accordance with those details as may be approved.

REASON

In the interests of the appearance of the development and the amenity of neighbouring properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

33 Detailed Phase 1 element

Prior to occupation of the detailed phase 1 proposals the development must provide evidence that it has proceeded in accordance with the approved plans and specification illustrating a net reduction in regulated CO2 emissions of 101% and evidence of this shall be submitted for approval in writing to the Local Planning Authority.

REASON

To ensure the development achieves zero carbon in accordance with Policy SI2 of the London Plan.

- 34 Prior to the commencement (except for demolition, ground and enabling works) for each relevant development phase of the outline area of the development hereby approved, a detailed energy assessment shall be submitted to and approved by the London Borough of Hillingdon. The assessment shall set out the plans and specifications for the 'be clean' and 'be green' technology solutions set out in the outline energy strategy. The details shall include type, size and location of the air source heat pumps including an appraisal of the associated noise and vibration. The scheme shall details the type and size of PV panels including their pitch and orientation. The assessment shall then ensure there is clear presentation of the reduction in carbon associated with the 'be lean', 'be clean' and 'be green' including making a clear allowance for the electricity demand of the air source heat pumps. Any carbon emissions identified shall be subject to an offsite contribution. The development must proceed in accordance with the approved plans and specification and evidence of this shall be submitted for approval in writing to the Local Planning Authority.

REASON

To ensure the development achieves zero carbon in accordance with Policy SI2 of the London Plan.

- 35 Prior to the occupation of each building the post-construction tab of the GLA's whole life carbon assessment template should be completed accurately and in its entirety in line with the GLA's Whole Life Carbon Assessment Guidance. The post-construction assessment should provide an update of the information submitted at the planning submission stage, including the whole life carbon emission figures for all life- cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the relevant building.

REASON

In the interests of sustainable development and to maximise onsite carbon dioxide savings in accordance with Policy SI2 of the London Plan.

- 36 Prior to the occupation of any phase / development plot, a Post Completion Report setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: CircularEconomyLPG@london.gov.uk, along with any supporting evidence as per the GLA's Circular Economy Statement Guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation.

REASON

In the interests of sustainable waste management and in order to maximise the re-use of material in

accordance with Policy SI7 and D3 of the London Plan.

- 37 Each application for reserved matters shall be accompanied by a detailed Circular Economy Statement and Operational Waste Management Strategy in line with the GLA's Circular Economy Statement Guidance, which shall be submitted to and approved in writing by the Local Planning Authority. The statement shall adhere to the principles set out in the draft Circular Economy Statement. The development shall be carried out in accordance with the details so approved.

REASON

In the interests of sustainable waste management and in order to maximise the re-use of material in accordance with Policy SI7 and D3 of the London Plan.

- 38 Prior to occupation of the development for each relevant development phase, a 'Be Seen' plan for the recording and annual reporting of the energy performance of the development shall be submitted to and approved in writing by the Local Planning Authority. The 'Be Seen' plan meet the requirements set out in Policy SI2 (A)(4) of the London Plan. The plan shall set out the methods for recording the actual carbon performance of the approved scheme in line with the approved energy assessment. The plan shall then set out how this will be reported to the Local Planning Authority on an annual basis (the 'annual report') and shall set out the mechanisms for identifying shortfalls in the agreed targets and the strategy for remedying such shortfalls.

The annual report shall then be submitted to and approved by the Local Planning Authority in accordance with the agreed 'Be Seen' plan. Where the annual report identifies shortfalls in meeting the approved target, it will also present proposals, onsite or offsite to remedy the problem. The development must be operated in accordance with the approved 'Be Seen' plan.

REASON

To ensure the development continues to achieve the approved carbon reduction targets in accordance with Policy SI2 of the London Plan.

- 39 No plant, water tanks, water tank enclosures or other structures, that are not shown on the approved plans for the detailed phase and any subsequent plans approved under Reserved Matters Applications, shall be erected upon the roofs of the buildings hereby permitted.

REASON

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

- 40 Prior to the occupation of any phase of development a scheme showing full details of the following for that phase shall be submitted to and approved in writing by the Local Planning Authority.

(a) CCTV;

(b) Security lighting

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

REASON:

To ensure that the development provides a safe and inclusive environment which maximises personal safety and minimises opportunities for crime and antisocial behaviour in accordance with Policy D11 of The London Plan 2021.

- 41 Prior to the commencement of above ground works of each phase within the Outline Area, an Urban Greening Factor (UGF) Assessment (UGF) shall be submitted to, and approved in writing by, the local planning authority.

The UGF Assessment shall use the Greater London Authority Urban Greening Factor calculator available at the time of the submission.

The updated UGF Assessment shall demonstrate all efforts to meet a site-wide UGF score of 0.4.

REASON

To ensure urban greening is a fundamental element of the site and building design in compliance with Policy G5 of the London Plan (2021).

- 42 Prior to the occupation of each Development Plot or Phase an Estate Management and Maintenance Plan for that Phase in which development would be located, setting out maintenance and management responsibilities for all communal play spaces, public realm, communal amenity spaces and all publicly accessible open spaces, shall be submitted to and approved in writing by the Local Planning Authority and the open spaces shall thereafter be maintained and managed in accordance with the approved details.

REASON

In order to ensure that the Local Planning Authority is satisfied with the details of the authorised development and to ensure the design of the new housing development enhances the quality of the area in accordance with Policy DMBH 11 of the Hillingdon Local Plan: Part 2 (2020).

- 43 No development shall be occupied for each relevant development phase, until confirmation has been provided that either:- 1. Foul water Capacity exists off site to serve the development, or 2. A development and infrastructure phasing plan has been agreed with the Local Authority in consultation with Thames Water. Where a development and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan, or 3. All Foul water network upgrades required to accommodate the additional flows from the development have been completed.

REASON:

Network reinforcement works may be required to accommodate the proposed development. Any reinforcement works identified will be necessary in order to avoid sewage flooding and/or potential pollution incidents.

- 44 Prior to superstructure works of each relevant phase of this development within the Outline Area, an Air Quality Assessment for that phase shall be submitted to, and approved in writing by, the Local Planning Authority. Any damage costs identified shall be submitted to the Local Planning Authority as a Discharge of the relevant planning obligation on a phase by phase basis. The development shall be implemented and maintained in accordance with the approved details.

REASON

To reduce the impact on air quality in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DME1 14 of the Hillingdon Local Plan: Part (2020), Policies SI 1 and T4 of the London Plan (2021) and paragraphs 174 and 186 of the National Planning Policy Framework (2021).

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 You are reminded that the drawings submitted with the application are for illustrative purposes only and do not form part of the application for which permission is hereby granted.
- 3 In respect of the construction works and associated construction vehicle movements and temporary arrangement on the highway, the applicant/developer should contact the Council's Highways Maintenance Team. In case of construction works affecting the Transport for London Road Network

and the Strategic Road Network, the applicant/developer should also contact Transport for London and comply with its requirements as set out in the Transport for London's 'Construction Guidance Document For Contractors' which can be viewed on the Council's website www.hillingdon.gov.uk/article/11417/Publications

- 4 Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at www.aoa.org.uk/publications/safeguarding.asp)
- 5 Nuisance from demolition and construction work is subject to control under the Control of Pollution Act 1974, the Clean Air Act 1993 and the Environmental Protection Act 1990. You should ensure that the following are complied with: (i) Demolition and construction works should only be carried out between the hours of 0800 and 1800 on Monday to Friday and between the hours of 0800 and 1300 on Saturday. No works should be carried out on Sundays, Public or Bank Holidays; (ii) All noise generated during such works should be controlled in compliance with British Standard 5228, and use "best practicable means" as defined in section 72 of the Control of Pollution Act 1974; (iii) Measures should be taken to eliminate the release of dust, odours and other emissions caused by the works that may create a public health nuisance. Guidance on control measures is given in "The control of dust and emissions from construction and demolition: best practice guidelines", Greater London Authority, November 2006; and (iv) No bonfires that create dark smoke or cause nuisance to local residents should be allowed at any time. You are advised to consult the Council's Environmental Protection Unit to seek prior approval under Section 61 of the Control of Pollution Act 1974 if you anticipate any difficulty in carrying out the works other than within the normal working hours set out above, and by means that would minimise disturbance to adjoining premises. For further information and advice, contact the Environmental Protection Unit, 3S/02 Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW (tel. 01895 250155).
- 6 The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures.

There are public sewers crossing or close to your development. If you're planning significant work near our sewers, it's important that you minimize the risk of damage. We'll need to check that your development doesn't limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes.

- 7 Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at www.aoa.org.uk/publications/safeguarding.asp)
- 8 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay as a phased development 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 within each relevant development phase (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. 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 within each relevant phase may result in surcharges being imposed.

The above forms can be found on the planning portal at:
www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

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

- 9 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. We will need to object to these proposals unless the above-mentioned condition is applied to any planning permission.
- 10 The applicant/developer is advised that any future submissions of reserved matters applications for the future phases of the development shall not be constructed in any other external material than brick, for fire safety and design reasons.
- 11 The Applicant is advised to enter into early discussions with the Waste Management Team to develop an effective strategy for food waste collection on site.
- 12 This decision notice should be read alongside the attached Statement of Intent and S.106 Agreement which secure delivery of the infrastructure over Council owned land as required by this planning permission.

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

Part 1 Policies

- | | |
|---------|---|
| PT1.BE1 | (2012) Built Environment |
| PT1.EM4 | (2012) Open Space and Informal Recreation |
| PT1.EM6 | (2012) Flood Risk Management |
| PT1.EM8 | (2012) Land, Water, Air and Noise |
| PT1.H1 | (2012) Housing Growth |
| PT1.H2 | (2012) Affordable Housing |

Part 2 Policies

- | | |
|--------|------------------------------|
| DMCI 2 | New Community Infrastructure |
|--------|------------------------------|

DMCI 3	Public Open Space Provision
DMCI 4	Open Spaces in New Development
DMCI 5	Childrens Play Area
DMCI 7	Planning Obligations and Community Infrastructure Levy
DME 2	Employment Uses Outside of Designated Sites
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 10	Water Management, Efficiency and Quality
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 9	Management of Flood Risk
DMH 1	Safeguarding Existing Housing
DMH 2	Housing Mix
DMH 7	Provision of Affordable Housing
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 16	Housing Standards
DMHB 17	Residential Density
DMHB 18	Private Outdoor Amenity Space
DMHB 19	Play Space
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 3	Road Safeguarding
DMT 4	Public Transport
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking

LPP GG3	(2021) Creating a healthy city
LPP SD1	(2021) Opportunity Areas
LPP SD10	(2021) Strategic and local regeneration
LPP SI1	(2021) Improving air quality
LPP T7	(2021) Deliveries, servicing and construction
NPPF- 5	NPPF-5 2018 - Delivering a sufficient supply of homes
NPPF11	NPPF 2021 - Making effective use of land
NPPF12	NPPF 2021 - Achieving well-designed places
NPPF14	NPPF 2021 - Meeting the challenge of climate change flooding
NPPF2	NPPF 2021 - Achieving sustainable development
NPPF8	NPPF 2021 - Promoting healthy and safe communities
LLP D1	(2021) London's form character and capacity for growth
LPP D1	(2021) London's form, character and capacity for growth
LPP D11	(2021) Safety, security and resilience to emergency
LPP D12	(2021) Fire safety
LPP D14	(2021) Noise
LPP D2	(2021) Infrastructure requirements for sustainable densities
LPP D3	(2021) Optimising site capacity through the design-led approach
LPP D4	(2021) Delivering good design
LPP D5	(2021) Inclusive design
LPP D6	(2021) Housing quality and standards
LPP D7	(2021) Accessible housing
LPP D8	(2021) Public realm
LPP D9	(2021) Tall buildings
LPP DF1	(2021) Delivery of the Plan and Planning Obligations
LPP G5	(2021) Urban greening
LPP GG1	(2021) Building strong and inclusive communities
LPP GG2	(2021) Making the best use of land

LPP GG4	(2021) Delivering the homes Londoners needs
LPP H1	(2021) Increasing housing supply
LPP H10	(2021) Housing size mix
LPP H4	(2021) Delivering affordable housing
LPP H6	(2021) Affordable housing tenure
LPP H7	(2021) Monitoring of affordable housing
LPP H8	(2021) Loss of existing housing and estate redevelopment
LPP S4	(2021) Play and informal recreation
LPP SI12	(2021) Flood risk management
LPP SI13	(2021) Sustainable drainage
LPP SI3	(2021) Energy infrastructure
LPP SI4	(2021) Managing heat risk
LPP SI6	(2021) Digital connectivity infrastructure
LPP SI7	(2021) Reducing waste and supporting the circular economy
LPP T1	(2021) Strategic approach to transport
LPP T2	(2021) Healthy Streets
LPP T4	(2021) Assessing and mitigating transport impacts
LPP T5	(2021) Cycling
LPP T6	(2021) Car parking
LPP T6.1	(2021) Residential parking
NPPF- 11	NPPF-11 2018 - Making effective use of land
NPPF- 12	NPPF-12 2018 - Achieving well-designed places
NPPF- 14	NPPF-14 2018 - Meeting the challenge of climate change, flooding and coastal change
NPPF- 15	NPPF-15 2018 - Conserving and enhancing the natural environment
NPPF- 2	NPPF-2 2018 - Achieving sustainable development
NPPF- 4	NPPF-4 2018 - Decision-making
NPPF- 8	NPPF-8 2018 - Promoting healthy and safe communities

END OF SCHEDULE

Address:

Development Management

Directorate of Place

Hillingdon Council

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

www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref: 76551/APP/2021/4502

SCHEDULE OF PLANS

Avondale Drive Estate Circular Economy Appendix B WLC App - received 10 Dec 2021
Avondale Drive Estate Circular Economy and WLC Appendix - received 10 Dec 2021
Avondale Drive Estate Circular Economy and WLC statement - received 10 Dec 2021
Archaeological Desk-Based Assessment - received 10 Dec 2021
Cert C - Owner Address List 10.12.21. - received 10 Dec 2021
Existing Schedule - received 10 Dec 2021
Aviation Safeguarding Assessment - Issue 1-inc Appx - received 10 Dec 2021
Noise Statement with Appendices - received 10 Dec 2021
Noise Statement with Appendices - received 10 Dec 2021
ARBORICULTURAL IMPACT ASSESSMENT - received 10 Dec 2021
Covering Letter - received 10 Dec 2021
Fire Strategy - Outline Strategy - received 10 Dec 2021
Biodiversity survey and report - received 10 Dec 2021
EMERGENCE SURVEY RESULTS - received 10 Dec 2021
Statement of community involvement - received 10 Dec 2021
AVD Development Specification Statement - received 10 Dec 2021
Phasing Demolition & Construction Statement - received 10 Dec 2021
GLA Carbon Reporting Spreadsheet - received 10 Dec 2021
Appendix A part 1 - received 10 Dec 2021
Appendix A part 2 - received 10 Dec 2021
Foul Sewage and Utilities Report - received 10 Dec 2021
Overheating Risk Assessment - received 10 Dec 2021
TVIA and tall building assessment - received 10 Dec 2021
Proposed housing mix - received 10 Dec 2021
Wind Microclimate Impact Assessment - received 10 Dec 2021
Outline Construction Logistics Plan - received 10 Dec 2021
Delivery and Servicing Plan - received 10 Mar 2022
Travel plan - received 10 Dec 2021
Daylight or Sunlight assessment - received 10 Dec 2021
Fire Strategy - Detailed Strategy - received 10 Dec 2021
Phase 1A Sections (Section A-A - East-West) AVD-PTE-P1A-ZZ-DR-A-10200-C4 - received 11 Mar 2022

Phase 1A Sections (Section B-B - North-South) AVD-PTE-P1A-ZZ-DR-A-10200-C4 - received 11 Mar 2022

Hardworks Plan Ph1A - Ground Floor AVD-TEP-P1-00-DR-L-90110 rev 02 - received 11 Mar 2022

Planting Plan Ph1A - Ground Floor AVD-TEP-P1-00-DR-L-90120 rev 02 - received 11 Mar 2022

TOPOGRAPHICAL SURVEY Sheet 1 of 1 - received 10 Dec 2021

SITE A - existing - received 10 Dec 2021

SITE B -- existing - received 10 Dec 2021

SITE - NORTH - existing - received 10 Dec 2021

SITE - WEST - existing - received 10 Dec 2021

The location plan - received 10 Dec 2021

Geotechnical and Geo-environmental Desk Study Report Phase I Desk Study - Avondale Drive (Section 7) - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 3). - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 2). - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 4) - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 6). - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 5). - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 1). - received 10 Dec 2021

Landscape Management Plan - received 10 Dec 2021

Covering Letter - received 10 Dec 2021

Transport Assessment - received 23 Mar 2022

Appendix B - received 10 Dec 2021

Landscape Strategy Plan - received 10 Dec 2021

Biometric plan - received 10 Dec 2021

Outline Energy Statement and Sustainability Strategy - received 10 Dec 2021

Transport Assessment - received 10 Dec 2021

Preliminary Ecological Appraisal - received 10 Dec 2021

SuDS Proforma - received 10 Dec 2021

Energy Statement - received 10 Dec 2021

Avondale Drive Estate Air Quality Assessment - received 10 Dec 2021

Flood risk assessment - received 10 Dec 2021

Drainage Strategy - received 10 Dec 2021

Parameter Plan 1 - Development Zones AVD- PTE- VD-XX-DR-A-10005-C2 - received 11 Mar 2022

Parameter Plan 2 Building Heights AVD- PTE- VD-XX-DR-A-10006- C2 - received 11 Mar 2022

Parameter Plan 3 Access and Movement AVD- PTE- VD-XX-DR-A-10007-C2 - received 11 Mar 2022

Parameter Plan 4 Hard and Soft Landscaping AVD- PTE- VD-XX-DR-A-10008- C2 - received 11 Mar 2022

Proposed Block Plan (within existing context) AVD-PTE-P1A-XX-DR-A-10010-C4 - received 11 Mar 2022

Proposed Block Plan (within Masterplan context) AVD-PTE-P1A-XX-DR-A-10011-C3 - received 11 Mar 2022

Phase 1A Proposed Ground Floor Plan AVD-PTE-P1A-00-DR-A-10100-C3 - received 11 Mar 2022

Phase 1A Proposed First Floor Plan AVD-PTE-P1A-01-DR-A-10101-C3 - received 11 Mar 2022

Phase 1A Proposed Second Floor Plan AVD-PTE-P1A-02-DR-A-10102-C3 - received 11 Mar 2022

Phase 1A Proposed Third Floor Plan AVD-PTE-P1A-03-DR-A-10103-C3 - received 11 Mar 2022

Phase 1A Proposed Fourth Floor Plan AVD-PTE-P1A-04-DR-A-10104-C3 - received 11 Mar 2022

Phase 1A Proposed Roof Plan AVD-PTE-P1A-05-DR-A-10105-C3 - received 11 Mar 2022

Avondale Drive / West Elevation AVD-PTE-P1A-ZZ-DR-A-10301-C3 - received 11 Mar 2022

East / North Street Elevation AVD-PTE-P1A-ZZ-DR-A-10300-C3 - received 11 Mar 2022

Parameter Plan 3 - Access and Movement - received 10 Dec 2021

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

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

Purchase Notices.

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

Appendix Three – Required Section 106 Agreement

DATED

2022

THE LONDON BOROUGH OF HILLINGDON

and

[]

and

THE LONDON BOROUGH OF HILLINGDON

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

AVONDALE DRIVE, HAYES, UB3 3PN

PLANNING APPLICATION NUMBER: 76551/APP/2021/4502

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: 3E/04/JA/019590

THIS PLANNING OBLIGATION BY DEED is dated

2022

and is made **BETWEEN**:

1. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Owner");
2. [] (company number:) whose registered office is situated at [] ("the Mortgagee"); and
3. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Land registered under Title Nos. MX474380 MX125584 and NGL7993 at the Land Registry and is acquiring the CPO Interest pursuant to a Compulsory Purchase Order ("CPO").
- C On 10 December 2021, the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Site pursuant to the Planning Permission.
- E The Council resolved at its Major Applications Planning Committee meeting on 29 March 2022 to delegate authority to determine the Planning Application to the Director of Planning, Regeneration and Public Realm subject to the prior completion of the Statement of Intent and this Agreement.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

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

“1980 Act”	means the Highways Act 1980 (as amended);
“1990 Act”	means the Town and Country Planning Act 1990 (as amended);
“Active Travel Zone Assessment”	means the active travel zone assessment dated contained within the submitted Transport Assessment, prepared by Markides Associates and dated 14 March 2022;
“Active Travel Zone Contribution”	means the Indexed Link sum of one hundred and twenty thousand pounds (£120,000) referred to in Schedule 10 as a contribution towards (but not limited to) investment in healthy streets measures that encourage and enable travel by public transport, cycling and walking to key destinations along those routes identified in the Active Travel Zone Assessment;
“Additional Affordable Housing Statement”	means a document to be submitted to the Council as part of each Viability Review except the Late Stage Review if a Surplus arises under that Viability Review, containing the following information: (a) calculations showing what the relevant Affordable Housing Surplus is and how it will be applied to increasing the Affordable Housing Minimum or the latest previously approved Affordable Housing Enhanced Minimum in accordance with annex 1 to Schedule 2; and

	(b) an Affordable Housing Enhanced Minimum
“Additional Affordable Housing Target Tenure Split”	means: (a) a minimum of 30 per cent of the Additional Affordable Housing Units to be provided as London Affordable Rented Housing or Social Rented Housing; (b) a minimum of 30 per cent of the Additional Affordable Housing Units to be provided as London Living Rent Housing or London Shared Ownership Housing; and (c) the remaining 40 per cent to be determined by the borough as low-cost rented homes
“Additional Affordable Housing Units”	means the Market Housing Units to be converted to Affordable Housing pursuant to the Affordable Housing Enhanced Minimum and Additional Affordable Housing Statement(s) to be approved under Schedule 2 of this Agreement;
“Affordable Homes Cap”	means the maximum number of Additional Affordable Housing Units to be delivered pursuant to the Development which shall be equivalent to 50% of the net number of additional Dwellings as per the example in Appendix 7 or otherwise stated as: Cap on affordable homes = number of replacement affordable homes across the Site + 50% of the net total number of additional homes across the Site.
“Affordable Housing”	means housing including London Affordable Rented Housing and Social Rented Housing (and may include London Shared Ownership Housing, London Living Rent Housing and Discounted Market Rent Housing in relation to any Additional Affordable Housing Units)

	provided by an Affordable Housing Provider to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home (subject to the terms of this Deed where relevant) to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy (if any) to be recycled for alternative affordable housing provision;
“Affordable Housing Enhanced Minimum”	means a minimum quantum of Dwellings (expressed as percentage by floorspace) to be provided as Affordable Housing that is increased from the Affordable Housing Minimum or the latest previously approved Affordable Housing Minimum as a result of the application of a Affordable Housing Surplus in accordance with an Additional Affordable Housing Statement;
“Affordable Housing Minimum”	means the minimum quantum of Dwellings to be provided as Affordable Housing corresponding with 52.5 per cent (by floorspace) of the total number of Dwellings;
“Affordable Housing Provider”	means: (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding;

	(c) any other body specialising in the provision of Affordable Housing; or (d) the Council. in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed);
"Affordable Housing Surplus"	means, in respect of each Viability Review, the proportion of the Surplus under the relevant Updated Viability Appraisal to be used for the delivery of Affordable Housing, being: (a) in respect of the Early Stage Review, 100 per cent of the Surplus; (b) in respect of the Mid-Stage Reviews, 100 per cent of the Surplus; and (c) in respect of the Late Stage Review, 60 per cent of the Surplus
"Affordable Housing Target Tenure Split"	means the provision of:: (a) A minimum of thirty (30) Dwellings which shall be Social Rented Housing Units which are to be constructed within Phase 1; and (b) A minimum of eighty seven (87) Dwellings which shall be Social Rented Housing Units which are to be constructed within the remaining Phases of the Development; pursuant to Schedules 1 and 2 of this Agreement.
"Affordable Housing Units"	means the Dwellings to be provided as Affordable Housing in accordance with

	Schedule 1 comprising not less than 52.5 per cent of the Dwellings (by floorspace) and "Affordable Housing Unit" shall be construed accordingly;
"Air Quality Detailed First Phase Contribution"	means the Indexed Link sum of three thousand seven hundred and sixteen pounds (£3,716) referred to in Schedule 4 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to): - Use of low emission fuel technology and other measures to reduce emissions; - Tree and other planting; - Restrictions on certain types of vehicles; - Use of cleaner fuels on energy and heating; - Use of combined heat and power and community heating systems; and - Environmental management systems and air quality strategy;
"Air Quality Supplemental Contribution"	means the Indexed Link sum as determined in accordance with Schedule 4 as a contribution or contributions towards initiatives to improve air quality in the Authority's Area including (but not limited to): - Use of low emission fuel technology and other measures to reduce emissions; - Tree and other planting; - Restrictions on certain types of vehicles; - Use of cleaner fuels on energy and heating; - Use of combined heat and power and community heating systems; and - Environmental management systems and air quality strategy;

“Air Quality Assessment”	means an air quality assessment submitted as part of each Reserved Matters Application that shall assess the detrimental impacts of the relevant Phase on air quality and to ensure compliance with the objectives of the AQMA such an assessment shall be substantially in the form of the air quality assessment dated November 2021 submitted as part of the Planning Application and provide sufficient details to shall enable the Council to calculate the Air Quality Supplemental Contribution that shall mitigate the identified impacts on air quality (where required);
“Auditor”	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of the Monitoring;
“Authority's Area”	means the administrative area of the Council;
“Block A”	means Building A as identified on the Block Plan;
“Block Plan”	means the plan with reference AVD-PTE-P1A-XX-DR-A-10010-C4-Phase 1A attached at Appendix 2
“Build Costs”	means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Owner's quantity surveyor, costs consultant or agent but for the avoidance of doubt build costs exclude:

	(i) professional, finance, legal and marketing costs; (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and (iii) any costs arising from Fraudulent Transactions;
“Carbon Offset Contribution”	means the Index Linked amount calculated in accordance with paragraph 1 of Schedule 3 and such amount to be used as a contribution by the Council towards the provision of offsite carbon reduction measures within the Authority's Area;
“Car”	means a four (4) wheeled motor vehicle other than one powered by electricity;
“Car Club”	means a car club which enables its members to have access to a car on a short term basis as and when required subject to availability;
“Car Club Membership”	means free membership of a Car Club for a three (3) year period (from first Occupation of the Dwelling or if owner/occupier are Occupying the Dwelling and the Car Club has not been implemented the three (3) year period shall commence upon implementation of the Car Club) and a fifty pounds (£50) credit to be used towards the services of the Car Club for one adult resident (aged 19 years or above) of each Dwelling that meets the Car Club Operator's membership criteria;
“Car Club Operator”	means an operator of a Car Club;
“Charge”	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee;

“Chargee”	means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
“Children Play Space Contribution”	means the Index Linked sum of one hundred thousand pounds (£100,000) referred to in Schedule 8 as a contribution to be used by the Council towards the creation of a children’s play space which provide (but not limited to) play equipment for children;
“Commencement of Development”	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations,

	and Commence and Commenced shall be construed accordingly;
“Construction Training Contribution”	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 6 and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority’s Area;
“Construction Training Scheme”	means a construction training scheme in respect of the Development to be implemented by the Owner to fund, arrange and/or provide construction training and employment for the residents of the Authority’s Area during the construction of the Development. ; The Construction Training Scheme shall provide (but not be limited to) Waged Construction Training Placements in accordance with Schedule 6 of this Agreement;
“Contributions”	means together the: - Active Travel Zone Contribution; - Air Quality Detailed First Phase Contribution; - Air Quality Supplemental Contribution (if applicable); - Carbon Offset Contribution; - Children Play Space Contribution; - Construction Training Contribution (if applicable); - Healthy Streets Contribution; - Parking Management Contribution; and - Public Open Space Contribution;

“Co-ordinator Costs”	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: “Co-ordinator Costs” to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the Development;
“CPO Interest”	Means those interests acquired by the Council under the LONDON BOROUGH OF HILLINGDON (AVONDALE DRIVE) COMPULSORY PURCHASE ORDER 2021 attached at Appendix 5 to this Deed
“Date of Deemed Service”	means, in each instance where a Chargee has served a Default Notice under paragraph 3.1(a) of Schedule 1, the later of the following two dates: (a) the following date in respect of service on the Council: (i) in the case of service by delivery by hand to the Council's offices, 5pm on the date on which the Default Notice or delivered; or (ii) in the case of service using first class registered post to the Council's

	offices, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise).
“Default Notice”	means a notice in writing served on the Council by the Chargee under paragraph 3.1(a) of Schedule 1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
“Director of Planning, Regeneration and Public Realm”	means the Council's Director of Planning, Regeneration and Public Realm or such person as the Council designates as undertaking this role;
“Development”	means the development of the Site pursuant to the Planning Permission;
“Development Viability Information”	means: (a) in respect of the Early Stage Review, an Updated Viability Appraisal and an Additional Affordable Housing Statement; (b) in respect of the Mid-Stage Reviews an Updated Viability Appraisal and an Additional Affordable Housing Statement; and

	(c) in respect of the Late Stage Review, an Updated Viability Appraisal;
"Discounted Market Rent Housing"	means housing offered to Eligible Renters at a rent that is not more than 80 per cent of market rent and on the basis that average annual housing costs, including rent and Service Charges: (a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and (b) in respect of additional locally-set gross income limits, as agreed between the parties in writing.
"Discounted Market Rent Housing Units"	means the Affordable Housing Units to be made available for Discounted Market Rent Housing in accordance with Schedule 1;
"Disposal"	means: (a) a Sale; (b) the grant of a lease of a term of less than 125 year; or (c) the grant of an assured shorthold tenancy agreement or a short term let and "Dispose", "Disposals" and "Disposed" shall be construed accordingly;
"Dwelling"	means the two hundred and forty (240) units of residential accommodation comprising seven

	hundred and twenty (720) Habitable Rooms to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units;
“Early Stage Review”	means a review of the viability of the Development in accordance with part 1 of Schedule 2;
“Eligible Purchaser”	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000;
“Eligible Renter”	means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant Additional Affordable Housing Unit to be provided as London Living Rent Housing or Discounted Market Rent Housing (as appropriate) does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;
“Energy Assessment”	means the assessment to be submitted in accordance with the London Plan 2021 (or such other plan as may replace it from time to time) and paragraph 1 of Schedule 3 detailing the carbon emissions of the relevant Phase;
“Estates Team”	means the Council’s Estates Team which may be contacted via email at ccummings@hillingdon.gov.uk
“Form PO1”	means the form in the substantial format attached at Appendix 1 ;

"Formula 4"	means the formula identified as "Formula 4" within the annex to Schedule 1
"Framework Residential Travel Plan"	Means the Framework Residential Travel Plan dated 9 March 2022, prepared by Markides Associates, submitted as part of the Planning Application.
"GLA"	means the Greater London Authority or any successor in statutory function
"Habitable Room"	means any room within a Dwelling the primary use of which is for living, sleeping and/or dining and which expressly includes any room which is used as a kitchen with a floor area of 13 square metres or more, a living room, a dining room or a bedroom but expressly excludes any room which is used as a kitchen with a floor area of less than 13 square metres, a bathroom, a toilet, a corridor or a hall;
"Healthy Streets A312 Corridor Contribution"	means the Index Linked sum of fifty one thousand pounds (£51,000) referred to in Schedule 14 as a contribution to be used by Transport for London towards measures to mitigate the impact of the Development on the A312 corridor (including the Bulls Bridge junction) and consequent deterioration in conditions for road users;
"Highway Agreement"	means one or more highway agreements to be entered into by the Owner and the Council under Section 38 and/or Section 278 of the Highways Act 1980 if appropriate and necessary;
"Highway Works"	means the highway works to be carried out by the Owner to include (but not limited to): a) Remodelling of the footway between Tricott House and Bourton Close ; b) Dropped kerbs and tactile paving at fourteen (14) locations; c) Twelve (12) street trees; d) Four (4) benches; e) Localised footway resurfacing;

	f) Details of vehicular and pedestrian access visibility splays g) Remodelling of kerb at southern corner of northern access; and h) Slight widening of Abbottswood Way carriageway as set out in Schedule 7 of this Agreement;
“Household”	means, in relation to a person "A", A and all other persons who would, after renting an Affordable Housing Unit or Additional Affordable Housing Unit to be provided as London Living Rent Housing or Discounted Market Rent Housing (as appropriate) share that unit with A and one another as the residence of both A and such other persons;
“Household Income”	means: (a) in relation to a single Eligible Renter, the gross annual income of that Eligible Renter's Household; and (b) in relation to joint Eligible Renters, the combined gross annual incomes of those Eligible Renters' Household;
“Index Linked”	means the application of the formula provided at clause 15 ;
“Intention Notice”	means a notice in writing served on the Chargee by the Council under paragraph 3.2 of Schedule 1 that the Council (or the Council's nominated substitute Affordable Housing Provider) is minded to purchase the relevant Affordable Housing Units;
“Intermediate Housing”	means London Shared Ownership Housing, London Living Rent Housing and Discounted Market Rent Housing;
“Landlord Offer”	means the document of that name appended at Appendix 6

"Late Stage Review"	means a review of the viability of the Development in accordance with part 5 of Schedule 2
"Late Stage Review Cap"	means the cap on the Late Stage Review contribution as calculated in accordance with Formula 4;
"Late Stage Review Contribution"	means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area, the value of which is equivalent to the Affordable Housing Surplus arising from the Late Stage Review subject to the Late Stage Review Cap;
"Late Stage Review Date"	means the date on which 75 per cent of the Market Housing Units have been Disposed of as determined by the Council pursuant to Schedule 2;
"Local Area"	means the administrative area of the Council;
"London Affordable Rented Housing"	means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households on an assured tenancy in accordance with Part VI of the Housing Act 1996 at a rent that is: (a) including Service Charges, not more than 80 per cent of the market rent (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market); and (b) excluding Service Charges, no higher than the relevant benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance or, in the event that such benchmark rents are no longer published, such other rental caps as may be agreed

	between the GLA and the Affordable Housing Provider of the relevant London Affordable Rented Housing Units or of the relevant Additional Affordable Housing Units provided as London Affordable Rented Housing (if any);
“London Affordable Rented Housing Units”	means the Affordable Housing Units to be made available for London Affordable Rented Housing in accordance with Schedule 1.;
“London Housing Design and Quality Standards”	means the design standards for new homes set out in the London Plan and the Mayor of London's Housing Supplementary Planning Guidance published in March 2016;
“London Living Rent Housing”	means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy: (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant; (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice; (c) at rents not exceeding the relevant benchmark London Living Rent level published by the GLA that applies at the date of the letting; and (d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the Consumer Prices Index for the

	relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above;
“London Living Rent Housing Units”	means the Affordable Housing Units to be made available for London Living Rent Housing in accordance with Schedule 1;
“London Plan”	means the London Plan published in 2021 as revised from time to time
“London Plan Annual Monitoring Report”	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;
“London Shared Ownership Housing”	means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that average annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements): (a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and

	(b) in respect of the following sizes of units, must not exceed 28 per cent of the corresponding annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) PROVIDED THAT this restriction shall apply only to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured by an Eligible Purchaser within the first three months of the London Shared Ownership Housing Unit being marketed: (i) one-bedroom: thirty thousand pounds (£30,000); (ii) two-bedroom: forty thousand pounds (£40,000); and (iii) three-bedroom: fifty thousand pounds (£50,000); and (iv) four-bedroom: sixty-five thousand pounds (£65,000). and "London Shared Ownership Lease" and "London Shared Ownership Lessee" shall be construed accordingly;
"London Shared Ownership Housing Units"	means the Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with Schedule 1;

“Market Housing Unit”	means any Dwelling forming which is not an Affordable Housing Unit or Additional Affordable Housing Unit;
“Market Value”	means the price at which the sale of the relevant Affordable Housing Units and/or Additional Affordable Housing Units would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Affordable Housing Units and/or Additional Affordable Housing Units which have been Disposed but not Sold, to be assessed by the Council and assuming: (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;
“Mayor’s Funding Guidance”	means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance;

“Mid-Stage Review”	means a review of the viability of the Development in accordance with part 2 of Schedule 2;
“Moratorium Period”	means, in each instance where a Chargee has served a Default Notice under paragraph 3.1(a) of Schedule 1, the period from (and including) the Date of Deemed Service to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee GLA and the Council);
“Nominations Agreement”	means the Council's standard form nominations cascade arrangements for units being let as Affordable Housing that provide for 100 per cent of first lets to be provided to nominees of the Council and 75 per cent of all subsequent lets to be provided to nominees of the Council;
“Occupied”	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;
“Option”	means the option to be granted to the Council (or its nominated substitute Affordable Housing Provider) or to the GLA (or its nominated substitute Affordable Housing Provider) in accordance with paragraph 3.3 of Schedule 1 for the purchase of the relevant Affordable Housing Units and/or the Additional Affordable Housing Units;
“Parking Management Period”	means a period of 3 years commencing from the date of full Occupation of the Development;
“Parking Management Scheme Contribution”	means the Index Linked financial contribution sum of fifty thousand pounds (£50,000) which shall be used by the Council towards (but not limited to):

	- An assessment of the impacts of the Development on the local highway network of the Development; - Consultation costs associated with the introduction of the parking management scheme or parking controls; and - Implementation of an on-street parking management scheme or parking controls to overcome the impacts highlighted in the assessment referred to above;
"Parking Permit"	means a resident's parking permit issued by the Council for a Controlled Parking Zone within the Authority's Area and/or a contract to park in any car park owned controlled or licensed by the Council which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended;
"Plan"	means the plan attached to this Agreement at Appendix 2 ;
"Plan 2"	means the plan attached to this Agreement at Appendix 2 ;
"Planning Application"	means the hybrid application for outline planning permission (with all matters reserved) for: (a) residential floorspace (Class C3) including demolition of all existing buildings and structures; erection of new buildings; new pedestrian and vehicular accesses; associated amenity space, open space, landscaping; car and cycle parking spaces; plant, refuse storage, servicing area and other works incidental to the proposed development; and

	the application for full planning permission for: (b) full planning permission for Block A comprising 30 residential units (Class C3); new pedestrian access; associated amenity space and landscaping; cycle parking, refuse storage, and other associated infrastructure. under the Council's Planning Reference;
“Planning Obligations Officer”	means the Council’s Planning Obligations Officer or such person as the Council designates as undertaking this role;
“Planning Permission”	means the planning permission that may be granted in pursuance of the Hybrid Planning Application substantially in the form of the draft permission at Appendix 3 ;
“Planning Reference”	means planning reference 76551/APP/2021/4502 ;
“Project Management and Monitoring Fee”	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
“Protected Tenant”	means a tenant (or a successor in title to such tenant) who: a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; and

	c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;
“Public Open Space Contribution”	means the Index Linked sum of one hundred and twenty eight thousand pounds (£128,000) referred to in Schedule 9 as a contribution to be used by the Council towards public open space within the Authority’s Area;
“Public Subsidy”	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development;
“Registered Provider”	means: (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or (c) any other body specialising in the provision of Affordable Housing, in each case either nominated or approved by the Director of Planning Regeneration and Public Realm (such approval not to be unreasonably withheld or delayed);
“Regulator of Social Housing”	means the Regulator of Social Housing established under Part 2 of the Housing and

	Regeneration Act 2008 and responsible for the regulation of private registered providers of social housing in England, or any successor body or organisation;
“Relevant Disposal”	means any freehold or long leasehold interest in the Site
“Relevant Review Date”	means: (a) in relation to the Early Stage Review, the date on which the Development Viability Information is submitted pursuant to paragraph 2 of Schedule 2; (b) in relation to the Mid-Stage Review, the Mid-Stage Review Date; - and (c) in relation to the Late Stage Review, the Late Stage Review Date;
“Rent Guidance”	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local Government in February 2019 or such other replacement guidance or direction or legislation;
“Rent Standard”	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016 and the Rent Guidance together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation;
“Review Stage Return”	means, in respect of each Updated Viability Appraisal, the percentage profit on gross development value shown in that appraisal;

"Right to Return Statement"	means the document of that name appended at Appendix 6
"RPI"	means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the Council may determine;
"Sale"	means: (a) the sale of the freehold; or (b) the grant of a lease with a term of 125 years or more and subject to nominal rent and "Sold" shall be construed accordingly;
"Service Charge Cap"	means, for each Phase, a cap on the Service Charges for each Affordable Housing Unit and Additional Affordable Housing Unit to be agreed between the Owner, the Council and the relevant Affordable Housing Provider(s) in accordance with paragraph 4 of Schedule 1 and that may comprise an absolute maximum figure, a maximum figure per square foot (net internal area) or both;
"Service Charges"	means all amounts payable by a tenant of the relevant London Affordable Rented Housing Unit, London Shared Ownership Housing Unit or Additional Affordable Housing Unit provided as London Affordable Rented Housing, London Shared Ownership Housing, Social Rented Housing, London Living Rent Housing or Discounted Market Rent Housing (as the context requires) as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that unit;

“Significant Under-Performance”	means delivery of less than fifty percent (50%) of the total outputs specified in the Construction Training Scheme;
“Site”	means the property known as Avondale Drive, Hayes, UB3 3PN and shown for identification purposes only edged red on the Plan ;
“Social Rented Housing”	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents;
“Social Rented Housing Units”	means the Affordable Housing Units to be made available for Social Rented Housing in accordance with Schedule 1;
“Specified Date”	means the date upon which an obligation arising under this Agreement is due to be performed;
“Staircasing”	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and "Staircased" shall be construed accordingly;
“Substantial Implementation”	means the occurrence of all of the following in respect of the Development: (a) practical completion of the foundations for Phase 1A;
“Substantial Implementation Review Date”	means: 1) the date falling 24 months from but excluding the date of grant of the Planning Permission;
“Sums Due”	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;
“Surplus”	means, in relation to each Updated Viability Appraisal, the amount in pounds sterling that

	the Residual Land Value exceeds the Benchmark Land Value
“Target Rents”	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time;
“Target Return”	means a return on gross development value of 17.5% on private gross development value and 4% on affordable housing gross development value together being the blended target return for the Development;
“Targets”	means for targets for achieving a decrease in the proportion of persons travelling to and from the Dwellings (as the case may be) by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Dwellings (as the case may be);
“Training Costs”	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: "£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of Build Costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college";
“Travel Plan”	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Dwellings other than by the

	driver only private car in accordance with Schedule 5 ;
“Travel Plan Bond”	means the bond in the sum of twenty thousand pounds (£20,000) to secure compliance with Schedule 5 or the Travel Plan in order to meet the objectives of the Travel Plan in a form first approved by the Council in writing;
“Travel Plan Co-ordinator”	means the person or persons to be appointed by the Owner to act as co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan;
“Travel Plan Monitoring”	means a survey of employees/residents/users, being persons making the journey to/from the Development, using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by such persons (or any alternative method of achieving that object approved in writing by the Council from time to time);
“Travel Plan Monitoring Period”	means the period of up to a maximum of five (5) years beginning on Occupation of fifty per cent (50%) of the Dwellings;
“Updated Viability Appraisal”	means, as part of each Viability Review, an updated assessment of viability which must meet the requirements in annex 1 to Schedule 2;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
“Viability Review”	means the Early Stage Review, the Mid-Stage Reviews or the Late Stage Review, as the context requires;

“Working Day”	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.
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1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.6 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;
- 1.2.7 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;
- 1.2.8 references to any statute or statutory provision include references to:
 - 1.2.8.1 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
 - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 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;
- 1.2.11 "including" means "including, without limitation";

- 1.2.12 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;
- 1.2.13 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;
- 1.2.14 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
- 1.2.15 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.

2 LEGAL BASIS

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and the Security Trustee and their successors in title to the Site.

3 CONDITIONALITY

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

- 3.1 the grant of the Planning Permission; and
- 3.2 Commencement of the Development.

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

4 MISCELLANEOUS

- 4.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the 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.
- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the 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.
- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

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

5 THE OWNER'S PLANNING OBLIGATIONS

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

The Owner covenants with the Council that there shall be no Relevant Disposal of any CPO Interest unless they are bound by the terms of this Agreement.

6 COSTS

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

7 REGISTRATION OF AGREEMENT

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.

8 RIGHT OF ACCESS

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

9. ARBITRATION

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

10. THIRD PARTIES

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

11. NOTICES

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

12. FORM PO1

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@hillington.gov.uk and shall cite the Planning Reference.

13. CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Land occurring before all of the obligations under this 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.

14. CONTRIBUTIONS

14.1 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 11 above;
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

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

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

15. INDEXATION

The 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.

16. INTEREST

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

17. VAT

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

18. JURISDICTION

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

19. MORTGAGEE'S CONSENT

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.

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
AFFORDABLE HOUSING

1. AFFORDABLE HOUSING

- 1.1 The Owner shall provide the Affordable Housing Units in accordance with the remaining paragraphs of this schedule 1.

2. PROVISION OF AFFORDABLE HOUSING

- 2.1 The Owner hereby covenants with the Council:

Outline Phases

- (a) as part of an application for reserved matters approval for each Phase to submit details of the location, sizes and tenures of the Affordable Housing Units in that Phase;
- (b) not to Implement each Phase until details of the location, sizes and tenures of the Affordable Housing Units in that Phase have been approved by the Council;
- (c) to construct and complete the Affordable Housing Units in each Phase in accordance with the Planning Permission and the details approved pursuant to paragraph 2.1(a);
- (d) not to First Occupy or permit or suffer First Occupation of more than 50 per cent of the Market Housing Units in each Phase until:
 - (i) all of the Affordable Housing Units in that Phase have been completed and are ready and available for Occupation as Affordable Housing; and
 - (ii) the Owner has transferred the unencumbered freehold of or granted a leasehold interest of not less than 125 years at a peppercorn rent of all the Affordable Housing Units in that Outline Phase to an Affordable Housing Provider and provided written confirmation of the same to the Council's Planning Obligations Officer and such disposition shall be with the benefit of:
 - (a) full and free rights of access both pedestrian and vehicular from the public highway to the relevant Affordable Housing Units;
 - (b) full and free rights of the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the relevant Affordable Housing Units all such services to be connected to the mains.

General

- (e) to ensure that all of the Affordable Housing are designed and built to meet the relevant London Housing Design and Quality Standards to the extent compatible with the Planning Permission;
- (f) not to Occupy or permit or suffer the Occupation of any London Affordable Rented Housing Units to be provided as London Affordable Rented Housing until nomination arrangements are in place between the Council and the relevant Affordable Housing Provider(s) in accordance with the Hillingdon Nominations Agreement;
- (g) not to Occupy or permit the Occupation of the Affordable Housing Units and for any purpose other than for Affordable Housing;
- (h) to provide the London Affordable Rented Housing Units as London Affordable Rented Housing and not to Occupy these units to be provided as London Affordable Rented Housing other than as London Affordable Rented Housing for the life of the Development;
- (i) to provide the London Shared Ownership Housing Units as London Shared Ownership Housing and not to Occupy these units other than as London Shared Ownership Housing for the life of the Development;
- (j) to provide the Social Rented Housing Units as Social Rented Housing and not to Occupy these units to be other than as Social Rented Housing for the life of the Development;
- (k) to provide the London Living Rent Housing Units as London Living Rent Housing and not to Occupy these units other than as London Living Rent Housing for the life of the Development; and
- (l) to provide the Discounted Market Rent Housing Units as Discounted Market Rent Housing and not to Occupy these other than as Discounted Market Rent Housing for the life of the Development.
- (m) The Affordable Housing shall not be Occupied until such legal agreements have been entered into with the Council as the Council considers necessary relating to the nomination of tenants/owners/occupiers for the Affordable Housing Units and to securing that the Affordable Housing Units are retained as Affordable Housing in perpetuity which shall mean a nominations agreement between the Council and the Affordable Housing Provider of that unit or such other legal agreements as are reasonably required by the Council. The Owner shall prior to Occupation of the Development provide the Council's Estates Team with the relevant information to enable such legal agreements to be drafted and entered in to with the Council.
- (n) Disposal to an Affordable Housing Provider shall be subject to a condition that the Affordable Housing Provider enters into such legal agreements as are

reasonably required by the Council relating to the nomination of tenants/owners/occupiers for the Affordable Housing Units.

- (o) The Owner or the Affordable Housing Provider where relevant shall pay the Council's reasonable and proper costs in dealing with any notices, enquiries or further agreements relating to this Schedule 1.

2.2 The Owner covenants with the Council:

- (a) as part of an application for reserved matters approval for each of Phase to submit a statement setting out the mix of the tenures of the Dwellings in the previous Phases and an updated indicative mix of the tenures of the Dwellings in future Phases demonstrating how the latest Affordable Housing Enhanced Minimum approved by the Council and the Additional Affordable Housing Target Tenure Split will be delivered;
- (b) to ensure that no applications for reserved matters approval will prejudice the ability of the Development to comply with the latest Affordable Housing Enhanced Minimum approved by the Council and the Additional Affordable Housing Target Tenure Split; and

2.3 The obligations, restrictions and covenants contained in this schedule 1 shall not be binding on and shall cease to apply to:

- (a) any Occupier of any Affordable Housing Unit or Additional Affordable Housing Unit who has exercised a statutory right to acquire the whole of the freehold or of a leasehold estate of that Affordable Housing Unit or Additional Affordable Housing Unit under section 180 of the Housing and Regeneration Act 2008 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes and that Affordable Housing Unit or Additional Affordable Housing Unit shall thereafter be free of the obligations, restrictions and covenants contained in this schedule 1; and
- (b) any Chargee from time to time who seeks to dispose of any Affordable Housing Unit or Additional Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of its Charge (and any successors in title thereto or persons deriving title under such Chargee) and who has first complied with the provisions of paragraph 3 below.

3. CHARGEES IN POSSESSION

3.1 In order to benefit from the protection granted by paragraph 2.3(b) above, a Chargee must:

- (a) prior to seeking to dispose of the relevant Affordable Housing Units or Additional Affordable Housing Units serve a Default Notice:
 - (i) on the Council by delivery by hand to the Council's offices at between 9.30 a.m. and 5 p.m. on a Working Day or using first class registered post

to the Council's offices at Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW in either case addressed to the Deputy Director of Planning and Regeneration of the Council; and

- (b) when serving the Default Notice, provide to the Council official copies of the title registers and plans for the relevant Affordable Housing Units or Additional Affordable Housing Units; and
- (c) subject to paragraph 3.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 3.3 below.

3.2 From (and including) the first day of the Moratorium Period to (but excluding) the date falling one calendar month later (the "**Intention Notice Period**"), the Council may serve an Intention Notice on the Chargee.

3.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Chargee and the party who first served the Intention Notice (or that party's nominated substitute Affordable Housing Provider) ("**the Buyer**")), the Chargee will grant to the Buyer an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed in writing between the parties to the Option (acting reasonably));
- (b) the price for the sale and purchase will be agreed in accordance with paragraph 3.4(b) below or determined in accordance with paragraph 3.5 below;
- (c) provided that the purchase price has been agreed in accordance with paragraph 3.4(b) below or determined in accordance with paragraph 3.5 below, but subject to paragraph 3.3(d) below, the Buyer may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of:
 - (i) notification in writing by the Buyer to the Chargee that it no longer intends to exercise the Option;
 - (ii) the expiry of the Moratorium Period; and
- (e) any other terms agreed in writing between the parties to the Option (acting reasonably).

3.4 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the Buyer and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units which shall be the higher of:
 - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units or Additional Affordable Housing Units contained in this schedule 1; and
 - (ii) (unless otherwise agreed in writing between the Buyer and the Chargee) the Sums Due.

3.5 On the date falling 10 Working Days after service of the Intention Notice, if the Buyer and the Chargee have not agreed the price pursuant to paragraph 3.4(b)(i) above:

- (a) the Buyer and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Buyer and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 3.4(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units or Additional Affordable Housing Units by this Deed;
- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make his/her decision and notify the Buyer and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

3.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations, restrictions and other provisions contained in this schedule 1 which shall

determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

- (a) the Council has not served an Intention Notice before the expiry of the Intention Notice Period; or
- (b) the Chargee has executed an agreement to grant the Option in accordance with paragraph 3.3 above and has delivered and unconditionally released that agreement to the Buyer for dating and completion but the Buyer has not entered into that agreement with the Chargee on or before the date on which the Moratorium Period expires; or
- (c) the Buyer has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- (d) the Buyer has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

3.7 The Council (or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 3.1 to 3.6 above (inclusive).

3.8 If the Council notifies the Owner in writing of any change of its address to which a Default Notice must be delivered by hand or by first class registered post under paragraph 3.1, references to the old address in paragraph 3.1 and the definition of "Date of Deemed Service" in clause 1.1 shall be read as references to the new address.

4. **SERVICE CHARGES**

The Owner hereby covenants with the Council:

- (a) to ensure that the design and construction of the Development is carried out in such a way as to minimise any Service Charges for the Affordable Housing Units
- (b) not later than three months before First Occupation of the Affordable Housing Units in each Phase, to agree with the Council and the relevant Affordable Housing Provider(s) a Service Charge Cap for that Phase;
- (c) not to First Occupy any Affordable Housing in each Phase until the Service Charge Cap for that Phase has been agreed with the Council and the relevant Affordable Housing Provider(s);
- (d) to ensure that the Service Charges for each Affordable Housing Unit do not exceed the Service Charge Cap for that Phase Indexed unless the Council agrees otherwise in writing;

- (e) to ensure that the amount of the Service Charges shall not be more than the actual costs of the services provided.

5. **PUBLIC SUBSIDY**

Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Developer following a viability review.

Any Public Subsidy provided will be used in its entirety to support the delivery of Additional Affordable Housing.

6. **MONITORING**

The Owner covenants with the Council to provide annual returns to the Council the first of such return to be submitted not later than one month after First Occupation of the Affordable Housing Units with details of the tenant of each Affordable Housing Unit or Additional Affordable Housing Units and its tenure which shall include, where consented to by the individual concerned:

- (a) the Household Income of such purchaser or tenant;
- (b) the ethnicity of such purchaser or tenant (where available);
- (c) the total initial monthly housing costs for each London Affordable Rented Housing Unit, including service and estate charges, but showing such charges as separate figures;
- (d) the location of the purchaser or tenant's previous accommodation by local authority (where available);
- (e) the tenant's present occupation (where available); and
- (f) for each London Shared Ownership Housing Unit, the purchase price of the unit and the percentage equity share bought, and details of all staircasing receipts during that period

PROVIDED THAT such obligation shall not be required where it would be unlawful for the Owner to provide or process the information.

SCHEDULE 2
VIABILITY REVIEWS

PART 1: EARLY STAGE REVIEW

1. EARLY STAGE REVIEW TRIGGER

- 1.1 The Owner shall inform the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Review Date.
- 1.2 No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable the Council to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Review Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its agent.
- 1.4 No later than 20 Working Days after the Council receives
- (a) notice pursuant to paragraph 1.1; or
 - (b) if the Council makes a request under paragraph 1.2, the additional documentary evidence,
- the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Review Date.
- 1.5 If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then paragraphs 1.1 to **Error! Reference**

source not found. (inclusive) shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 that Substantial Implementation has been achieved.

1.6 The Owner shall not Occupy the Development or any part thereof until:

- (a) the Council has notified the Owner pursuant to paragraph 1.4 that Substantial Implementation has been achieved on or before the Substantial Implementation Review Date;
- (b) if the Council has confirmed in writing pursuant to paragraph **Error! Reference source not found.** that a Surplus has arisen, the GLA has confirmed pursuant to paragraph **Error! Reference source not found.** its approval of an Additional Affordable Housing Statement.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION

Where Substantial Implementation has not occurred before the Substantial Implementation Review Date (as determined by the Council under paragraph 1.4 (subject to paragraph **Error! Reference source not found.** above):

- (a) the Owner shall submit to the Council the Development Viability Information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 that Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available; and
- (b) paragraph 3 shall apply.

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION

3.1 The Council shall assess the Development Viability Information and assess whether in its view a Surplus has arisen and whether the Development Viability Information is approved and for the avoidance of doubt the Council (acting reasonably) will be entitled to rely on its own evidence subject to such evidence also being provided to the Owner.

3.2 The Council may appoint an External Consultant to assess the Development Viability Information PROVIDED THAT:

- (a) the External Consultant(s) must be appointed not later than 10 Working Days after submission of the Development Viability Information; and
- (b) any External Consultant(s) so appointed will report to the Council:
 - (i) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the Development Viability Information, if no request is made under paragraph 3.3 below; or

- (ii) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the information submitted pursuant to paragraph 3.4 below, if a request is made under paragraph 3.3 below.
- 3.3 Not later than 20 Working Days after submission of the information under paragraph 2(a) above, the Council and/or an External Consultant may request in writing from the Owner further information or supporting evidence for the relevant Development Viability Information.
- 3.4 The Owner shall provide any reasonably required information to, the Council or the External Consultant(s) (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 3.3 above.
- 3.5 The process in paragraphs 3.3 and 3.4 may be repeated until the Council and/or the External Consultant(s) (as applicable) has all the information it reasonably requires to assess whether in their view a Surplus has arisen, with the periods in 3.2(b)(ii), 3.3, 3.4 and 3.6(b) restarting accordingly.
- 3.6 Not later than:
 - (a) 35 Working Days from the Development Viability Information above, if no request is made under paragraph 3.3 above; or
 - (b) 25 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 3.4 above, if a request is made under paragraph 3.3 above

the Council shall notify the Owner in writing of the Council's intended decision as to whether any Surplus has arisen and whether the Development Viability Information is approved.
- 3.7 Where the Council concludes that a Surplus has arisen but the Owner's initial submission concluded otherwise or if any part of the Additional Affordable Housing Statement is not approved by the Council, the Owner shall provide an Additional Affordable Housing Statement to the Council for approval (such approval not to be unreasonably withheld or delayed) within 15 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.6.
- 3.8 If an Additional Affordable Housing Statement is submitted to the Council pursuant to paragraph 3.7 above, the Council shall notify the Owner in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Statement is approved within 15 Working Days of receipt of the submission and, if the Additional Affordable Housing Statement is not approved, paragraph 3.7 and this paragraph 3.8 shall continue to apply mutatis mutandis.
- 3.9 If the Council's assessment pursuant to paragraph 3.6 concludes that:
 - (a) a Surplus arises but the Affordable Housing Surplus is insufficient to enable an Affordable Housing Enhanced Minimum; or

- (b) a Surplus arises but the Affordable Housing Surplus cannot deliver a whole number of Additional Affordable Housing Units

then the Owner shall pay the Affordable Housing Surplus or, in the case of paragraph 3.9(b), the remainder of the Affordable Housing Surplus that is insufficient to provide a whole Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing not later than 30 Working Days after the Council's confirmation.

- 3.10 The Owner shall not First Occupy or permit or suffer First Occupation of the Market Housing Units in Phase 1 until it has paid any remaining Affordable Housing Surplus pursuant to paragraph 3.9 to the Council towards the delivery of offsite Affordable Housing within the Local Area.
- 3.11 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the Development Viability Information including those of the External Consultant(s) within 20 Working Days of receipt of a written request for payment.

PART 2: MID-STAGE REVIEWS

4. MID-STAGE REVIEW TRIGGER

The Owner shall notify the Council in writing of submission of the reserved matters application relating to the relevant Phase adjoining Hitherbroom Park to the north and Abbottswood Way to the east ("**Mid-Stage Review Date**") not less than 20 Working Days in advance of that date.

5. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION

Not later than 10 Working Days after the Mid-Stage Review Date notified to the Council pursuant to paragraph 4, the Owner shall submit to the Council the Development Viability Information on the basis that the Council may make such information publicly available.

6. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION

- 6.1 The Council shall assess the Development Viability Information and assess whether in its view a Surplus has arisen and whether the submitted Development Viability Information is approved and for the avoidance of doubt the Council (acting reasonably) will be entitled to rely on its own evidence subject to such evidence also being provided to the Owner.
- 6.2 The Council appoint an External Consultant to assess the Development Viability Information PROVIDED THAT:
- (a) the External Consultant(s) must be appointed not later than 10 Working Days after submission of the Development Viability Information; and
 - (b) any External Consultant(s) so appointed will report to the Council:

- (i) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the Development Viability Information 2, if no request is made under paragraph 6.3 below; or
 - (ii) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the information submitted pursuant to paragraph 6.4 below, if a request is made under paragraph 6.3 below.
 - 6.3 Not later than 20 Working Days after submission of the Development Viability Information, , the Council and/or an External Consultant may request in writing from the Owner further information or supporting evidence for the relevant Development Viability Information.
 - 6.4 The Owner shall provide any reasonably required information to the Council or the External Consultant(s) (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 6.3 above.
 - 6.5 The process in paragraphs 6.3 and 6.4 may be repeated until the Council and/or the External Consultant(s) (as applicable) has all the information it reasonably requires to assess whether in their view a Surplus has arisen, with the periods in 6.2(b)(ii), 6.3, 6.4 and 6.7(b) restarting accordingly.
 - 6.6 If the Council and/or the External Consultant(s) determines following receipt of the Development Viability Information that the Mid-Stage Review Date has not occurred, the Council (each acting reasonably) may require the Owner to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Mid-Stage Review Date (as determined by the Council).
 - 6.7 Not later than:
 - (a) 35 Working Days from the latest submission of the Development Viability Information, if no request is made under paragraph 6.3 above; or
 - (b) 25 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 6.4 above, if a request is made under paragraph 6.3 above
- the Council shall notify the Owner in writing of the Council's intended decision as to whether any Surplus has arisen and whether the submitted Development Viability Information is approved.
- 6.8 Where the Council concludes that a Surplus has arisen but the Owner's initial submission concluded otherwise or if any part of the Additional Affordable Housing Statement initially submitted is not approved by the Council, the Owner shall provide the Additional Affordable Housing Statement to the Council for approval (such approval not to be unreasonably withheld or delayed) within 15 Working Days of the date on which it receives the Council's notice pursuant to paragraph 6.7.

- 6.9 If an Additional Affordable Housing Statement is submitted to the Council pursuant to paragraph 6.8 above, the Council shall notify the Owner in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Statement is approved within 15 Working Days of receipt of the submission and, if the submitted Additional Affordable Housing Statement is not approved, paragraph 6.7 and this paragraph 6.9 shall continue to apply mutatis mutandis.
- 6.10 If the Council's assessment pursuant to paragraph 6.7 concludes that a Surplus arises but the Affordable Housing Surplus is insufficient to enable an Affordable Housing Enhanced Minimum, the Owner shall pay the Affordable Housing Surplus to the Council as a financial contribution towards offsite Affordable Housing not later than 30 Working Days after the Council's confirmation.
- 6.11 The Owner shall not First Occupy or permit or suffer First Occupation of the Market Housing Units in the relevant Phase adjoining Hitherbroom Park to the north and Abbottswood Way to the east until it has paid any remaining Affordable Housing Surplus pursuant to paragraph 6.10 to the Council towards the delivery of offsite Affordable Housing within the Local Area.
- 6.12 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the Development Viability Information including those of the External Consultant(s) within 20 Working Days of receipt of a written request for payment.

7. **LATE STAGE VIABILITY REVIEW TRIGGER**

The Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.

8. **SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION**

No later than 20 Working Days after the Late Stage Review Date notified to the Council, the Owner shall submit to the Council the Development Viability Information on the basis that the Council may make such information publicly available.

9. **ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION**

- 9.1 The Council shall assess the Development Viability Information and assess whether a Late Stage Review Contribution is payable subject to the Late Stage Review Cap and, if so, how much and the Council (both acting reasonably) will be entitled to rely on its own evidence subject to such evidence being relevant and also being provided to the Owner.
- 9.2 The Council may appoint an External Consultant to assess the Development Viability Information PROVIDED THAT:
- (a) the External Consultant(s) must be appointed not later than 10 Working Days after submission of the Development Viability Information; and
 - (b) any External Consultant(s) so appointed will report to the Council:

- (i) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the Development Viability Information, if no request is made under paragraph 9.3 below; or
 - (ii) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the information submitted pursuant to paragraph 9.4 below, if a request is made under paragraph 9.3 below.
- 9.3 Not later than 20 Working Days after submission of the Development Viability Information, the Council and/or an External Consultant may request in writing from the Owner further information or supporting evidence of the Development Viability Information.
- 9.4 The Owner shall provide any reasonably required information to the Council or the External Consultant(s) (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 9.3 above.
- 9.5 The process in paragraphs 9.3 and 9.4 may be repeated until the GLA, the Council and/or the External Consultant(s) (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required subject to the Late Stage Review Cap, with the periods in paragraphs 9.2(b)(ii), 9.3, 9.4 and 9.7(b) restarting accordingly.
- 9.6 If the Council and/or External Consultant(s) determines following receipt of the Development Viability Information that the Late Stage Review Date has not occurred, the Council (each acting reasonably) may require the Owner to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Late Stage Review Date (as determined by the Council).
- 9.7 Not later than:
 - (a) 35 Working Days from the latest submission of the Development Viability Information, if no request is made under paragraph 9.3 above; or
 - (b) 25 Working Days from the date of receipt by the Council of any information provided to the Council pursuant to paragraph 9.4 above, if a request is made under paragraph 9.3 above

the Council shall notify the Owner in writing of its intended decision as to whether any Late Stage Review Contribution is required and, if so, how much.
- 9.8 If the Council notifies the Owner pursuant to paragraph **Error! Reference source not found.** a Late Stage Review Contribution is required:
 - (a) the Owner shall pay the Late Stage Review Contribution to the Council within 40 Working Days of the date on which such notice is received; and

- (b) the Owner shall not Occupy more than 85 per cent of the Dwellings until the Late Stage Review Contribution has been paid in full to the Council.

9.9 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the Development Viability Information including those of the External Consultant(s) within 20 Working Days of receipt of a written request for payment.

9.10 The Owner shall not Occupy more than 85 per cent of the Dwellings until the Council has notified the Owner in writing of its decision pursuant to paragraph **Error! Reference source not found.** as to whether any Late Stage Review Contribution is required.

9.11 The Late Stage Review Contribution shall not be higher than the Late Stage Review Cap, and in the event that the Affordable Housing Surplus is greater than the Late Stage Review Cap then the Late Stage Review Contribution shall be deemed to be reduced to a sum that is equal to the Late Stage Review Cap (but shall not be less than zero).

10. **MONITORING**

10.1 The Council covenants with the GLA to report to the GLA through the Planning London Datahub the information in paragraph 10.2 below (to the extent applicable) as soon as reasonably practicable after each approval by the Council of each Additional Affordable Housing Statement.

10.2 The information referred to in paragraph 10.1 above is:

- (a) the number and tenure of the Additional Affordable Housing Units (if any) and the number of Habitable Rooms in the Additional Affordable Housing Units (if any);
- (b) any changes in the tenure or affordability of the Affordable Housing Units; and
- (c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraphs 3.9 and 6.10.

11. **MAXIMUM PROVISION**

11.1 The total number of Additional Affordable Housing Units provided shall not exceed the Affordable Homes Cap.

ANNEX 1 TO SCHEDULE 2

REQUIREMENTS FOR UPDATED VIABILITY APPRAISALS AND APPLICATION OF SURPLUS

1. BASIS OF EACH REVIEW

- 1.1 Each Updated Viability Appraisal will reflect actual costs incurred, current values and actual areas at the Relevant Review Date.
- 1.2 All costs and revenues will be reviewed other than land costs which will be fixed.
- 1.3 The minimum level of Affordable Housing is the Affordable Housing Minimum, or if an Additional Affordable Housing Statement has been approved, the latest previously approved Affordable Housing Enhanced Minimum.

2. GENERAL ASSUMPTIONS

- 2.1 Benchmark land value will be fixed at £1 subject to indexation by reference to an average of the changes in the House Price Index and the BCIS All-in Tender Price Index apportioned for each RMA application based on a nominal sum per market residential unit and treated as though incurred at the date of approval of the RMA.
- 2.2 Overall programme length will be 7 years from Commencement to the Occupation of the last Dwelling.
- 2.3 Target rate of return is fixed based on 17.5% of the private gross development value and 4% of the affordable housing gross development value (based on blend)
- 2.4 Assumptions regarding gross external areas, gross internal areas, net internal areas and net saleable areas will be as agreed in writing by the GLA and the Council.

3. COSTS

- 3.1 Non-eligible plot costs are set out in annex 2 to schedule 2.
- 3.2 Costs that are both site-wide and plot-specific must not be double counted.
- 3.3 Actual costs will be supported by evidence to the GLA's and the Council's satisfaction including (but not limited to) details of payments made or agreed to be paid in a building contract, receipted invoices and costs certified by the Owner's quantity surveyor, costs consultant or agent.

4. VALUES

- 4.1 The revenues and timings of receipts for Affordable Housing Units and Additional Affordable Housing Units will be evidenced through Market Value where the relevant units are not disposed to an Affordable Housing Provider through an arms-length transaction between the Affordable Housing Provider and the Owner.

5. **AREAS**

To the extent Phases and/or Buildings have reserved matters approval, actual floor areas should be substituted for estimated areas.

6. **APPLICATION OF SURPLUS**

6.1 This paragraph explains how the Affordable Housing Surplus will be used to increase the Affordable Housing Minimum or the latest previously approved Affordable Housing Enhanced Minimum.

6.2 In the case of the Early Stage Review, the increase to the Affordable Housing Minimum is equivalent to the number of Affordable Housing Units that must be added to the approved Updated Viability Appraisal for the developers return to reduce to the Target Return.

6.3 In the case of the Mid-Stage Reviews the increase to the Affordable Housing Minimum is equivalent to the number of Affordable Housing Units that must be added to the approved Updated Viability Appraisal for the developer's return to reduce to the Target Return.

7. **APPLICATION OF PUBLIC SUBSIDY**

7.1 As part of each Viability Review, any Public Subsidy will be added as income to the Updated Viability Appraisal after completion of the processes set out at 6.2 and 6.3.

7.2 The Affordable Housing Minimum or the Enhanced Affordable Housing Minimum will be increased by the number of Affordable Housing Units that must be added to the Updated Viability Appraisal for the developer's return to reduce to the Target Return.

ANNEX 2 TO SCHEDULE 2

INELIGIBLE COSTS

The following costs are considered to be included within the Developer's Return and cannot be included within the Updated Viability Appraisal as Development Costs.

This list is not exhaustive but serves to illustrate the type of costs that cannot be included as they are considered Developer's Overheads. For a cost to be considered 'ineligible', must not directly relate to the delivery of the construction of the development.

- Staff salaries (apart from that directly relate to the supervision and delivery of construction work if carried out by the Developer's staff rather than external surveyors).
- Supervision of staff and contractors (where this is an internal staff supervisory role, not an external consultant).
- Staff Training (apart from construction related training).
- Insurance (apart from any necessary insurance relation to the development site).
- Office costs (rent, maintenance, refurbishments or alterations, security, lighting, heating, cooling, telephone and internet services, couriers, equipment, general office supplies).
- Taxes.
- Finance costs or interest payments.
- Accounting costs.
- Legal fees (apart from legal fees that relate to the construction, demolition or delivery of the development).
- Depreciation.
- Advertising
- Consulting services (apart from any consulting services incorporated within the professional fees that relate planning or construction of the development).

ANNEX 3 TO SCHEDULE 2

NOT USED

ANNEX 4 TO SCHEDULE 2

FORMULA 4

X = Late Stage Review Cap

$$X = (((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

Where:

A = Average Open Market Housing Value (£)

B = Average Low Cost Rent Housing Value (£)

C = Average Intermediate Housing Value (£)

D = []m², being the average Habitable Room size for the Development

E =

- [] Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to Part 2 of Schedule 2; or
- [] Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to Part 2 of Schedule 2,

being the shortfall in Low Cost Rent Housing (by Habitable Room) when compared with the Additional Affordable Housing Target Tenure Split.

F =

- [] Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to Part 2 of Schedule 2; or

- ☐ Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to Part 2 of Schedule 2,
being the shortfall in Intermediate Housing (by Habitable Room) when compared with the Additional Affordable Housing Target Tenure Split.

SCHEDULE 3
CARBON OFFSET CONTRIBUTION

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

1. Prior to Commencement of each Phase (with the exception of the Detailed First Phase) the Owner shall submit for written approval to the Council an Energy Assessment which shall include a calculation of the carbon shortfall of the relevant Phase in accordance with the following formula:

$$A * £95 * 30$$

Where:

‘A’ is the number of tonnes CO₂ identified within the Energy Statement Carbon Assessment

2. The Owner shall pay:
3. Where a carbon shortfall has been identified through the approved Energy Assessment and it requires the Owner to pay a Carbon Off-Set Contribution, the Owner shall pay:

the Carbon Offset Contribution 30 Working Days after receipt by the Owner of the Council’s written approval of the Energy Statement Carbon Assessment.

SCHEDULE 4
AIR QUALITY

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

1. Prior to Commencement of Detailed First Phase to pay to the Council the Air Quality Phase 1 Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Detailed First Phase before the Air Quality Detailed First Phase Contribution has been paid.
3. As part of each Reserved Matters Application for each Phase (with the exception of the Detailed First Phase) the Owner shall submit to the Council for written approval an Air Quality Assessment; and
4. Should the Air Quality Assessment reveal an Air Quality Supplemental Contribution is required the Owner shall prior to Commencement of the relevant Phase pay to the Council the Air Quality Supplemental Contribution; and
5. Not to Commence or cause or allow or permit Commencement of the relevant Phase before the Air Quality Supplemental Contribution has been paid.

SCHEDULE 5
TRAVEL PLAN

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

1. Prior to Occupation of Phase 1 to submit the Travel Plan to the Council for its written approval.
2. The Travel Plan should be based on the Framework Travel Plan submitted as part of the Planning Application.
3. The Travel Plan shall include as a minimum:
 - 3.1. Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
 - 3.2. The length of the Monitoring Period for the Travel Plan which shall not be less than the Monitoring Period;
 - 3.3. A timetable for the preparation, implementation, monitoring and review of all stages of the Travel Plan;
 - 3.4. The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment of the achievement of Targets; and
 - 3.5. The Targets.
4. Upon the Council's written approval of the Travel Plan the Owner shall enter into a Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Travel Plan.
5. The Council shall not be entitled to drawdown any of the Travel Plan Bond except in the event of a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Travel Plan, within the timetable specified in the Travel Plan or failure to achieve Targets and the Council shall only be entitled to drawdown any of the Travel Plan Bond as is necessary in order to cover the reasonable and proper cost the Council incurs in carrying out the said Travel Plan Monitoring or implementing measures to achieve compliance with the aims of the Travel Plan, to include implementing measures to achieve Targets.
6. The Travel Plan Bond shall be released following the expiration of the Monitoring Period.
7. The Travel Plan shall be reviewed and updated as approved in writing by the Council and implemented by the Owner in accordance with the requirements set out in the Travel Plan.

8. To procure the funding and implementation of the Travel Plan (as updated) in accordance with the actions and timetable specified therein and thereafter to comply with the Travel Plan for the Monitoring Period.
9. Prior to the Occupation of the first Phase the Owner shall appoint a Travel Plan Co-ordinator and details of the name, office, address, email address and telephone number of the said Travel Plan Co-Ordinator shall be supplied to the Council and TfL in the case of referred applications to the GLA.
10. The Owner 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 Travel Plan Co-ordinator and the Auditor.
11. In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.
12. Following approval of the Travel Plan (as updated) for the Dwellings the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
 - 12.1. within twenty eight (28) days of Occupation of a Dwelling to provide written details of the Travel Plan (as updated) to all new occupiers of the Dwelling;
 - 12.2. to use reasonable endeavours to ensure that residents/users of the Dwellings comply with the Travel Plan;
 - 12.3. to undertake the initial Monitoring in accordance with the timetable set out in the Travel Plan and to undertake an annual review of the Travel Plan and provide a written report within twenty eight (28) days of the review to the Council;
 - 12.4. to supply the Council with a statistical summary of the modes of transport used by residents/users disclosed by any Monitoring or copies of any questionnaires completed by residents/users; and
13. The Owner will implement any reasonable recommendations made by the Council following each annual review of the Travel Plan within twenty eight (28) days of such recommendation being made by the Council.
14. The Owner shall not Occupy more than eighty five per cent (85%) of the Dwellings until the obligations in the approved Travel Plan have been complied with

SCHEDULE 6
CONSTRUCTION TRAINING SCHEME

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

1. Securing an employment or training agreement is the Council's priority. The Construction Training Contribution will only be acceptable in exceptional circumstances as set out in the Council's Planning Obligations Supplementary Planning Document.
2. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development PROVIDED THAT Commencement of Development shall not be restricted where the Council's partnership team do not respond to a written request by the Owner to meet within fifteen (15) Working Days of such a written request.
3. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
4. Prior to Commencement of each Phase the Owner shall submit an updated Construction Training Scheme to the Council for written approval. Such approved updated Construction Training Scheme shall be provided to prospective contractors and sub-contractors and/or the Owner's main contractor and to procure that the updated Construction Training Scheme is complied with going forward.
5. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
6. Prior to Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
7. Prior to Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
8. Not to Commence or cause or permit to be Commenced the relevant Phase until the obligations contained in paragraphs 2 - 6 of this Schedule have been complied with.
9. 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 (as may have been amended) then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.

10. In the event of Significant Under-Performance, not to Occupy or further Occupy or cause to be Occupied or further Occupied any part of the relevant Phase before the Construction Training Contribution is paid to the Council.

Construction Training Contribution in lieu

11. The Construction Training Scheme will not be required and the obligations within paragraphs 2 – 9 (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Phase 1 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 Phase 1.

12. Not to Occupy or cause to be Occupied any part of the relevant Phase before either:

11.1 the approved Construction Training Scheme (as may have been amended) has been implemented and delivered by the Owner throughout the construction period of the relevant Phase(s) in accordance with the approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or

11.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or

11.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 10 above. For the avoidance of doubt the relevant Phase in this paragraph 11.3 is Phase 1.

SCHEDULE 7

HIGHWAY WORKS

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

1. Not to Occupy or permit or cause to be Occupied a Phase of the Development until the Highway Works required to be delivered within that Phase have been completed to the satisfaction of the Council.
2. To enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced within a Phase that secures the delivery of the Highway Works within that Phase 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 within a Phase
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.
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 on a Phase by Phase basis (but may not be limited to):
 - Removal of existing vehicular access and reinstatement of footway.
 - Introduction of temporary vehicular access to serve existing car parking following removal of existing access during delivery of the Detailed First Phase and subsequent removal during delivery of latter phases.
 - Introduction of 4 new permanent vehicular access points and traffic regulation order associated with service road to formalise one-way arrangement.
 - Introduction of buildouts around the service road point of entry, tying into minor kerb realignment adjacent verge.
 - Footway resurfacing along site frontage
 - Footway realignment around the relevant Phase and subsequent adoption (S38 works)Streetlighting / utilities works as necessary.

SCHEDULE 8
CHILDREN PLAY SPACE

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

1. Prior to Occupation of the 31st Dwelling to pay to the Council the Children Play Space Contribution; and
2. Not to Occupy or cause or allow or permit Occupation of more than thirty (30) Dwellings before the Children Play Space Contribution has been paid.

SCHEDULE 9
PUBLIC OPEN SPACE CONTRIBUTION

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

1. Prior to Occupation of the 91st Dwelling to pay to the Council the Public Open Space Contribution; and
2. Not to Occupy or cause or allow or permit Occupation of more than ninety (90) Dwellings before the Public Open Space Contribution has been paid.

SCHEDULE 10
ACTIVE TRAVEL ZONE CONTRIBUTION

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

1. Prior to Occupation of Phase 1 to pay to the Council the Active Travel Zone Contribution;
and
2. Not to Occupy or cause or allow or permit Occupation of Phase 1 before the Active Travel Zone Contribution has been paid to the Council.

SCHEDULE 11
PARKING MANAGEMENT CONTRIBUTION

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

1. Prior to Occupation of the 31st Dwelling to pay to the Council the Parking Management Contribution; and
2. Not to Occupy or cause or allow or permit Occupation of more than thirty (30) Dwellings before the Parking Management Contribution has been paid.
3. Upon the expiration of the Parking Management Period the Council shall return to the Owner the Parking Management Contribution (less any monies expended by the Council) that shall have been paid by the Owner in accordance with this Schedule.

SCHEDULE 12
CAR CLUB

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

1. Prior to Occupation of fifty percent (50%) of the Dwellings the Owner shall use reasonable endeavours to enter into an agreement with a Car Club Operator providing for Car Club Membership ("**the Car Club Scheme**") and if such an agreement has been reached, the Owner shall submit to the Council for written approval the Car Club Scheme.
2. If (despite using reasonable endeavours) the Owner is unable to agree a Car Club Scheme prior to Occupation of fifty percent (50%) of the Dwellings it shall instead submit to the Council, the details of the steps taken in attempting to secure a Car Club Scheme.
3. If a Car Club Scheme has been submitted to and approved by the Council, the Owner shall procure the establishment and promotion of the Car Club on the Site in accordance with the Car Club Scheme and unless otherwise agreed in writing with the Council no more than fifty percent (50%) of the Dwellings shall be Occupied unless and until a Car Club Scheme has been established with capacity for up to two (2) car parking spaces reserved for use in connection with the Car Club Scheme. for the lifetime of the Development. The Owner shall obtain written approval from the Council as to the location of the car parking spaces relating to the Car Club Scheme on the Site through reserved matters application for each Phase.

SCHEDULE 13
RESIDENTIAL PARKING PERMITS

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

1. Upon completion of this Agreement not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.
2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
3. That in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

"the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. []]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended or any occupier or owner of an exempted premise as identified on the exempted premises list as has been approved in writing by the Council) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1"

4. The obligations within this **Schedule 13** shall remain in place for the lifetime of the Development.

SCHEDULE 14
HEALTHY STREETS CONTRIBUTION

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

1. Prior to the Occupation of the first Phase of the Development to pay the Healthy Streets A312 Corridor Contribution to the Council;
2. Not to Occupy the first Phase of the Development before the Healthy Streets A312 Corridor Contribution has been paid.

SCHEDULE 15
HOUSING STRATEGY

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

1. To comply with the requirements of the Right to Return Statement and the Landlord Offer in relation to the provision reprovision allocation and occupation of Dwellings within the Development to be made available to former tenants and occupiers of part(s) of the Site who were in occupation of part(s) of the Site prior to the Development, including (but not limited to):
 - a. Offering the right to return to a Dwelling located on the Site and forming part of the Development to all secure tenants of the Council and assured tenants of any Registered Provider in occupation of the Site who were displaced due to the Development;
 - b. Providing financial support to each qualifying tenant or occupier to assist tenants and occupiers with the process of moving house;
 - c. The payment of any Home Loss Payment that is due in accordance with the requirements of the statutory Compensation Code; and
 - d. Providing a shared equity offer to all qualifying resident leaseholders.

SAVE FOR that this obligation shall not bind or be enforced against any successor in title to or any other persons deriving their interest from the Owner.

APPENDIX 1
FORM PO1

TO: PLANNING OBLIGATIONS OFFICER

PLANNING AND REGENERATION
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW
EMAIL: cil@hillingdon.gov.uk

FORM PO1

Article 1. SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

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

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

☐

Section 1.01 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) _____

Article II.

REST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

INTE

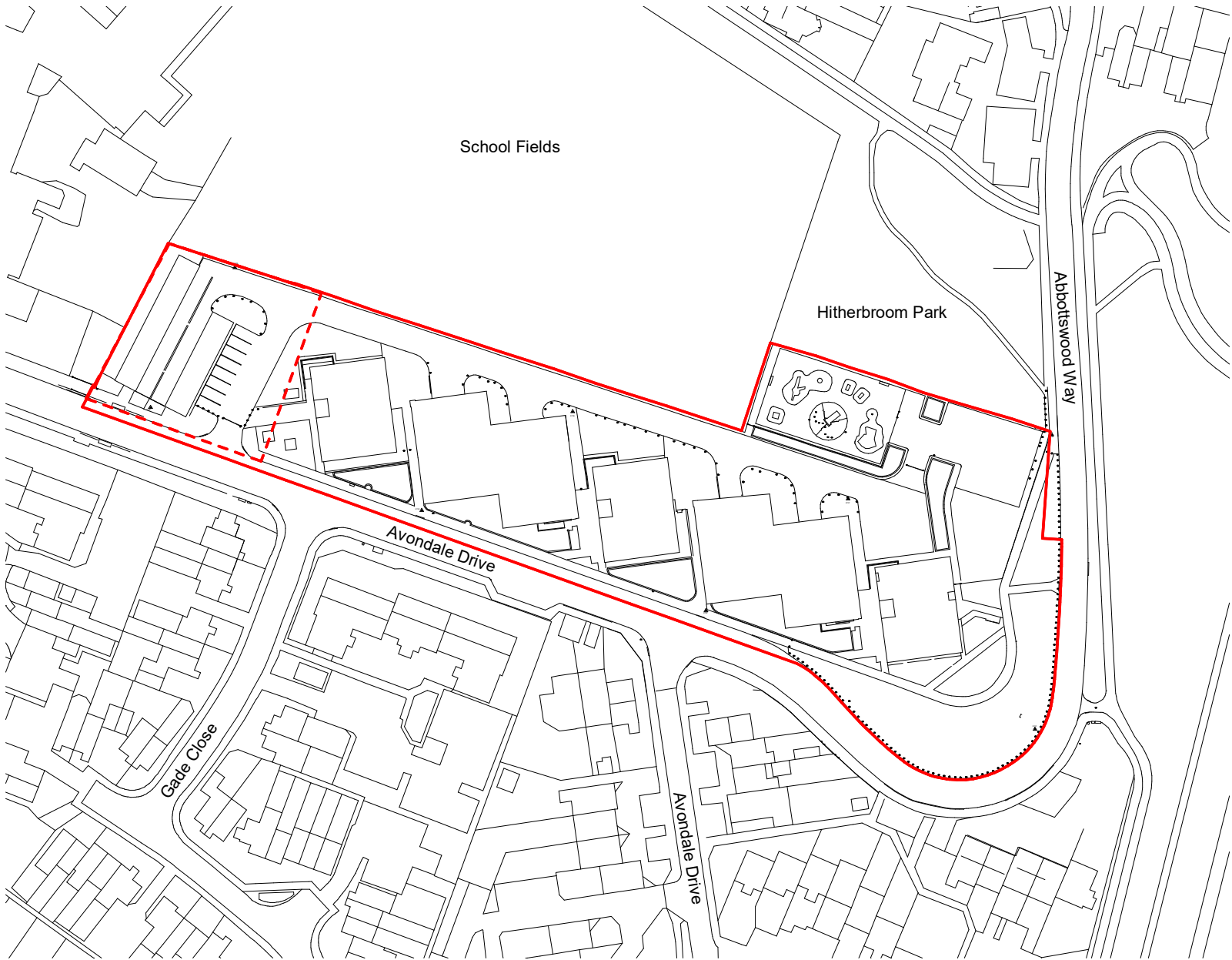
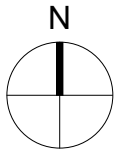
YES/NO

APPENDIX 2

PLANS

GENERAL NOTES
This drawing is © 2019 PTE architects.
Use figured dimensions only. **DO NOT SCALE.**
All dimensions are in millimetres unless noted otherwise.

This drawing must be read in conjunction with all other relevant drawings and specifications from the Architect and other consultants.
If in doubt, ask.



- Red Line for Hybrid Planning Application
- Phase 1A Definition Red Line as part of Hybrid Planning Application

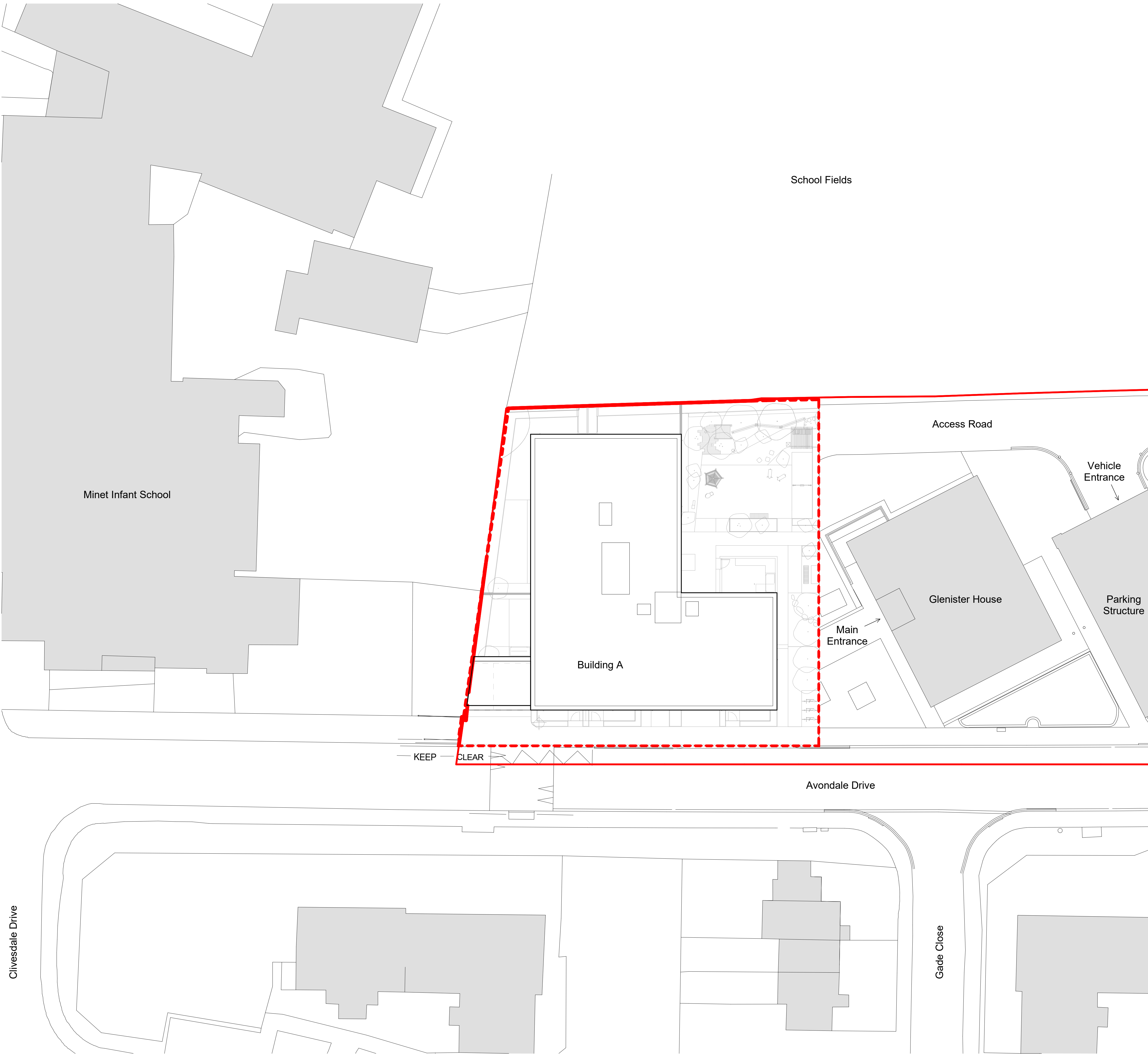
C4	14.09.22	Planning Redline adjusted in north east corner of site	EB	LB
C3	13.12.21	PLANNING ISSUE	NG	LB
rev	date	description	drawn	audited

PLANNING

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Pollard
Thomas
Edwards

project	job no.	drawn	scale	date created
Avondale Drive Estate	19-100	EB	1 : 1250@A3	Dec' 21
drawing title	drawing number	revision	suitability	
Red Line Site Location Plan	AVD- PTE- ZZ-XX-DR-A-10004			C4 S2



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This drawing must be read in conjunction with all other relevant drawings and specifications from the Architect and other consultants.

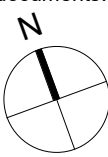
If in doubt, ask.

SETTING OUT NOTES:
All setting out to be confirmed on site prior to construction - any discrepancy must be immediately reported to the Architect.

All setting out to face of structure or to grid. All partitions set out to studwork or structure.

For setting out and specification of M&E services refer to M&E Consultants documents.

For setting out and specification of structure refer to Structural Engineer's documents.



--- Phase 1A Definition Redline as part of the Hybrid Planning Application
— Hybrid Planning Application Redline

C4	07.03.22	Substation and cycle store move back from street edge. Landscape plan updated.	DW	LB
C2	09.12.21	PLANNING ISSUE	NG	LB
rev	date	description	drawn	audited

PLANNING

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**Pollard
Thomas
Edwards**

project	job number	drawn	scale	date created
Avondale Drive Estate	19-100	NG	1 : 200@A1	Dec' 21
drawing title	drawing number	revision	suitability	
Phase 1A - Block Plan in Existing Context	AVD- PTE- P1A-XX-DR-A-10010	C4	S2	

APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Enya Macliam Roberts
Savills
33 Margaret Street
London
W1G 0JD

Application Ref: 76551/APP/2021/4502

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:

Hybrid planning application seeking OUTLINE permission (with all matters reserved) for residential floorspace (Class C3) including demolition of all existing buildings and structures; erection of new buildings; new pedestrian and vehicular accesses; associated amenity space, open space, landscaping; car and cycle parking spaces; plant, refuse storage, servicing area and other works incidental to the proposed development; and FULL planning permission for Block A comprising 30 residential units (Class C3); new pedestrian access; associated amenity space and landscaping; cycle parking, refuse storage, and other associated infrastructure.

Location of development: Land At Avondale Drive Hayes

Date of application: 17th December 2021

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 76551/APP/2021/4502

SCHEDULE OF CONDITIONS

1 Time Limit and Reserved Matters applications for the Outline Area

The outline element of the development hereby approved shall begin either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Applications for approval of the following reserved matters shall be made to the Local Planning Authority before the expiry of five years from the date of this permission.

(a) Appearance

(b) Means of Access

(c) Landscaping

(d) Layout

(e) Scale

The implementation of each phase of this permission must be begun not later than the expiration of two years from the final approval of the reserved matters for that phase.

REASON

To comply with Section 92 of the Town and Country Planning Act 1990.

2 Time Limit for the Detailed Phase 1 element

The detailed first phase of the development hereby approved 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.

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

In relation to the outline element:

Site Location Plan AVD-PTE-ZZ-XX-DR-A-10004 (Rev. C4)

Parameter Plan 1 - Development Zones AVD-PTE-VD-XX-DR-A-10005 (Rev. C5)

Parameter Plan 2 - Building Heights AVD-PTE-VD-XX-DR-A-10006 (Rev. C4)

Parameter Plan 3 - Access and Movement AVD-PTE-VD-XX-DR-A-10007 (Rev. C5)

Parameter Plan 4 - Hard and Soft Landscaping AVD-PTE-VD-XX-DR-A-10008 (Rev. C5)

In relation to the detailed Phase 1 proposals:

Site Location Plan AVD-PTE-ZZ-XX-DR-A-10004 (Rev. C4)
Proposed Block Plan (within existing context) AVD-PTE-P1A-XX-DR-A-10010 (Rev. C4)
Proposed Block Plan (within Masterplan context) AVD-PTE-P1A-XX-DR-A-10011 (Rev. C3)
Phase 1a - Proposed Ground Floor Plan AVD-PTE-P1A-00-DR-A-10100 (Rev. C4)
Phase 1a - Proposed First Floor Plan AVD-PTE-P1A-01-DR-A-10101 (Rev. C4)
Phase 1a - Proposed Second Floor Plan AVD-PTE-P1A-02-DR-A-10102 (Rev. C4)
Phase 1a - Proposed Third Floor Plan AVD-PTE-P1A-03-DR-A-10103 (Rev. C4)
Phase 1a - Proposed Fourth Floor Plan AVD-PTE-P1A-04-DR-A-10104 (Rev. C4)
Phase 1a - Proposed Roof Plan AVD-PTE-P1A-05-DR-A-10105 (Rev. C4)
Phase 1a - Proposed South and West Elevations AVD-PTE-P1A-ZZ-DR-A-10301 (Rev. C4)
Phase 1a - Proposed North and East Elevations AVD-PTE-P1A-ZZ-DR-A-10300 (Rev. C4)
Phase 1a - Proposed Sections AVD-PTE-P1A-ZZ-DR-A-10200 (Rev. C5)
Phase 1a - Proposed Hardworks Plan AVD-TEP-P1-00-DR-L-90110 (Rev. 02)
Phase 1a - Proposed Planting AVD-TEP-P1-00-DR-L-90120 (Rev. 02)

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).

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

Planning Statement (March 2022)
Design and Access Statement (Rev. C4) (December 2021 - updated March 2022)
Development Specification Statement - (10 March 2022)
Air Quality Assessment (Ref: 2104170-02) (November 2021)
Arboricultural Impact Assessment (RT-MME-154569-02 - Rev. B) (December 2021)
Archaeological Desk-Based Assessment (November 2021)
Aviation Safeguarding Assessment (Ref: EAS/P1239/R1/Issue 1) (November 2021)
Biodiversity Impact Assessment (March 2022)
Preliminary Ecological Appraisal (December 2021)
Geotechnical and Geo-environmental Desk Study Report (Ref: 1990-A2S-XX-XX-RP-Y-0002-00) (November 2021)
Circular Economy Statement and Whole Life Cycle Carbon Assessment (Rev. 2) (03-12-21)
Outline Construction Logistics Plan (Rev. B) (09-03-22)
Daylight and Sunlight Report (November 2021)
Delivery and Servicing Plan (Rev. B) (09-03-22)
Outline Phase 1b to 2 Energy Statement and Sustainability Strategy (Rev. 3) (03-12-21)
Phase 1a - Energy Statement and Sustainability Strategy (Rev. 3) (26-11-21)
Overheating Risk Assessment (Rev. C) (29-11-21)
Phase 1a - Detailed Fire Strategy (November 2021)
Outline Fire Strategy (November 2021)
Wind Microclimate Impact Assessment (November 2021)
Noise Assessment (March 2022)
Foul Sewage and Utilities Statement (Rev. 2) (07-12-21)
Transport Assessment (Rev. C) (14-03-22)
Framework Residential (Rev. B) Travel Plan (09-03-22)
Drainage Strategy (Ref: P450729-WW-AV-XX-RP-C-0002) (Rev. P2)

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).

- 5 The proposed land uses within the reserved matters (outline area) shall be strictly in accordance with the maximum floor area (Use Class C3 - 14,456 sqm GIA) up to 210 homes.

REASON

To ensure that the development is carried out in accordance with the approved plans and other submitted details and to ensure the quantum of development keeps within the parameters assessed in accordance with Policy DMHB 17 of the Hillingdon Local Plan: Part 2 (2020).

- 6 The proposed housing mix within the reserved matters application/s shall be strictly in accordance with the following parameters:

One bedroom units - 37%
Two bedroom units - 47%
Three and four bedroom units - 16%

REASON

To ensure that the development is carried out in accordance with the approved plans and other submitted details and to ensure the quantum of development keeps within the parameters assessed in accordance with Policy H10 of the London Plan (2021).

- 7 Save in respect of development within the Detailed First Phase, no applications for Reserved Matters approval shall be submitted and no development within the Outline Area shall be commenced (except for demolition, ground and enabling work) until a Phasing Plan setting out the delivery of the phases across the Outline Area of the site has been submitted to and approved in writing by the Local Planning Authority. The Phasing Plan shall confirm the order and timing of delivery of each of the Phases.

The development shall thereby be carried out in accordance with the approved Phasing Plan or any amendments thereto that may be subsequently agreed in writing with the local planning authority.

REASON

To ensure that the development proceeds in a satisfactory manner in accordance with the provisions Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

- 8 Prior to commencement of any works (except for demolition, ground and enabling works) for each relevant development phase, a detailed Design Code (to include the realigned Austin Road) shall be submitted and approved in writing and Reserved Matters applications shall conform with the approved Design Code. The development shall thereby be carried out in accordance with the approved design Code. The Design Code shall provide the following information:

Introduction

- a. Purpose of the Code
- b. The Vision (for the regeneration of the estate)
- c. The Site (and its context)
- d. Planning Context
- e. Design Principles
- f. Structure of the Code
- g. Instructions for Use

2. Overarching Design Code Principles

- a. Land Use and Amount
- b. Layout
- c. Scale and Massing
- d. Access, Movement and Parking
- e. Landscape and Public Realm
- f. Private and Community Amenity Space and Playspace

3. Avondale Drive Masterplan

- a. Background
- b. Design Principles
- c. Masterplan Layout
- d. Typical Development Blocks

4. Character Areas and Street Types

- a. Character and Approach
- b. Avondale Drive
- c. Abbotswood Way
- d. Park Street
- e. Park Edge
- f. Courtyard

5. Detailed Design Code Principles

- a. Built Form and Architectural Detail
- b. Material Strategy
- c. Energy and Sustainability
- d. Car and Cycle Parking Strategy
- e. Utilities and Servicing
- f. Waste and Recycling
- g. Lighting Strategy
- h. Design Standards

6. Housing Typologies

- a. Housing Types
- b. Duplexes and Podium Housing Blocks
- d. Apartment Blocks

7. Glossary of Terms

REASON

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

- 9 The residential density shall not exceed 224 units per hectare.

REASON

To ensure that the development is carried out in accordance with the approved plans and other submitted details and to ensure the quantum of development keeps within the parameters assessed in accordance with Policy DMHB 17 of the Hillingdon Local Plan: Part 2 (2020).

- 10 No building or structure shall exceed 63 metres (AOD) in height in the outline element.

REASON

Whilst Heathrow recognises that the existing building penetrates the Obstacle Limitation Surface. The

replacement building called should not be allowed to exceed the existing elevation, as further penetration of the Obstacle Limitation Surface would not be deemed acceptable to Heathrows operation. See Advice Note 1 An Overview for further information (available at <http://www.aoa.org.uk/wp-content/uploads/2016/09/Advice-Note-1-Aerodrome-Safeguarding-An-Overview-2016.pdf>) in accordance with the approved drawings and to accord with the requirements of Policy DMAV 1 of the Hillingdon Local Plan: Part 2 (2020).

- 11 The roads/turning/loading facilities/sight lines and parking areas (including the marking out of parking spaces) shown on the approved Phase 1 phase and within subsequent phases of the development shall be constructed prior to occupation of the development, thereafter permanently retained and used for no other purpose.

REASON

To ensure that adequate facilities are provided in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 12 Prior to commencement (except for demolition, ground and enabling works of any superstructure works) of any relevant phase of this development, details of all materials and external surfaces, including details of balconies have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

Details should include information relating to make, product/type, colour and photographs/images.

REASON

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

- 13 Prior to commencement of development (except for demolition, ground and enabling work) for each relevant development phase, details of the play area for children shall be submitted to and approved in writing by the Local Planning Authority. This should include details of accessible play equipment for disabled children, including those with a sensory impairment, or complex multiple disabilities. Thereafter, the play areas shall be provided prior to the occupation of any unit within the development and maintained for this purpose.

REASON

To ensure that the development makes adequate provision of children's play space in accordance with Policies DMHB 19 and DMCI 5 of the Hillingdon Local Plan: Part 2 (2020) and Policies S4 and D5 of the London Plan (2021).

- 14 The dwellings hereby approved shall ensure that 90% be constructed to meet the standards for a Category 2 M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, and all such provisions shall remain in place for the life of the building. the remaining 10% of all units shall be constructed to accord with the technical specifications of Section M4(3)(2)(b) for a Wheelchair Accessible dwelling as set out in Approved Document M to the Building Regulations 2010 (2015 edition).

REASON

To ensure that sufficient housing stock is provided, in accordance with Policy DMHB 16 of the Hillingdon Local Plan: Part 2 (2020) and Policies D5 and D7 of the London Plan (2021).

- 15 Prior to the commencement of development (except for demolition, ground and enabling work) of each phase of this development, details of a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

1. Details of Soft Landscaping
 - 1.a Planting plans (at not less than a scale of 1:100),
 - 1.b Written specification of planting and cultivation works to be undertaken,
 - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate and this schedule must include pollution absorbing trees. The scheme shall provide a minimum of 23 replacement trees.
2. Details of Hard Landscaping
 - 2.a Refuse Storage including food waste and refuse strategy
 - 2.b Cycle Storage to show no less than 440 spaces and a further 7 short stay visitor spaces.
 - 2.d Car Parking Layouts to show 68 spaces with at least 20% of all parking spaces having active electric vehicle charging points with all the remainder having passive provision. The 68 spaces shall include 8 disabled bays.
 - 2.e Hard Surfacing Materials
 - 2.f External Lighting to include LED/energy efficient lighting
 - 2.g Other structures (such as play equipment and furniture)
3. Living Walls and Roofs
 - 3.a Details of the inclusion of living walls and roofs
 - 3.b Justification as to why no part of the development can include living walls and roofs
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. Other
 - 6.a Existing and proposed functional services above and below ground
 - 6.b Proposed finishing levels or contours

7 Further detail of Biodiversity Net Gain

7.a Details illustrating a biodiversity net gain across the development as a whole and submitted phase by phase shall be submitted and approved prior to above ground works in each phase.

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, DMEI 1 and DMT 2 of the Hillingdon Local Plan Part 2 (2020) and Policy G5 of the London Plan (2021).

- 16 Trees, hedges and shrubs shown to be retained on the approved plan(s) shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during (or after) construction, or is found to be seriously diseased or dying, another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the

buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs'

Remedial work should be carried out to BS BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

REASON

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

- 17 No site clearance or construction work shall take place for each relevant development phase, until the details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:

1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.

2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority. Such fencing should be a minimum height of 1.5 metres.

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

The fencing shall be retained in position until development is completed.

The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:

2.a There shall be no changes in ground levels;

2.b No materials or plant shall be stored;

2.c No buildings or temporary buildings shall be erected or stationed.

2.d No materials or waste shall be burnt; and.

2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.

3. Where the arboricultural method statement recommends that the tree protection measures for a site will be monitored and supervised by an arboricultural consultant at key stages of the development, records of the site inspections / meetings shall be submitted to the Local Planning Authority.

REASON

To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with policy DMHB 14 of the Hillingdon Local Plan Part 2 (2020)

- 18 Prior to occupation of each relevant phase of development within the Outline Area, a Parking Management and Allocation Plan for that relevant phase shall be submitted to and approved in writing by the Local Planning Authority. It shall detail the following:

(i) The arrangements for all parking onsite and include provisions for managing, monitoring, enforcement and review. All on-site parking spaces shall be solely for the use by future residents of the development hereby approved and shall not be used for any other purpose of leased/sub-let.

- (ii) A Parking Design and Management Plan to ensure that an additional 7% of dwellings could be provided with one designated disabled persons parking space per dwelling in future upon request as soon as existing provision is insufficient.

The approved plan shall be implemented as soon as the development within each phase is brought into use and shall remain in place thereafter. Any changes to the plan shall be agreed in writing by the Local Planning Authority.

REASON

To ensure the appropriate operation of the car parks and prevention of inappropriate/informal parking from taking place by users of the site, in accordance with Policies DMT 1, DMT 2 and DMT 6 of the Hillingdon Local Plan: Part 2 (2020).

- 19 Prior to the occupation of any relevant phase of this development, details of a Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority. This should be in accordance with Transport for London's Delivery and Servicing Plan Guidance. Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

To ensure appropriate servicing of the site, to safeguard highway safety and to safeguard the free flow of traffic, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policies T3 and T7 of the London Plan (2021).

- 20 Prior to the commencement of any relevant phase works on site, a Construction Management and Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority (in consultation with relevant stakeholders including appropriate communication with, the distribution of information to, the local community and the Local Planning Authority relating to relevant aspects of construction). This plan shall detail:
- (i) The phasing of the works;
 - (ii) The hours of work;
 - (iii) On-site plant and equipment;
 - (iv) Measures to mitigate noise and vibration;
 - (v) Measures to mitigate impact on air quality;
 - (vi) Waste management;
 - (vii) Site transportation and traffic management, including:
 - (a) Routing;
 - (b) Signage;
 - (c) Vehicle types and sizes;
 - (d) Hours of arrivals and departures of staff and deliveries (avoiding peaks times of day);
 - (e) Frequency of visits;
 - (f) Parking of site operative vehicles;
 - (g) On-site loading/unloading arrangements; and
 - (h) Use of an onsite banksman (if applicable).
 - (viii) The arrangement for monitoring and responding to complaints relating to demolition and construction; and
 - (ix) Details of cranes and other tall construction equipment (including the details of obstacle lighting).

This plan should accord with Transport for London's Construction Logistic Planning Guidance and the GLA's 'The Control of Dust and Emissions during Construction and Demolition' Supplementary Planning Guidance (July 2014) (or any successor document). The construction works shall be carried out in strict accordance with the approved plan.

REASON

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

- 21 Each relevant phase of the development shall not be occupied until full and final details are provided to, and approved by, the Local Planning Authority of the sound insulation scheme(s) for for each relevant development phase, and any other control measures, such that ambient sound levels are no higher than the relevant internal targets within the current version of the ProPG: Planning & Noise accounting for both ventilation and overheating conditions, and to minimise levels within external amenity areas as far as practicable. Any sound generated within the development by associated plant shall be controlled to not exceed relevant targets, such as those within the current version of the Acoustics, Ventilation and Overheating Residential Design Guide.

REASON

To safeguard the amenity of the occupants of the development in accordance with Policy EM8 of the Hillingdon Local Plan: Part One - Strategic Policies (November 2012) in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

- 22 Each phase of the development shall not be occupied until full and final details are provided to, and approved by, the Local Planning Authority for each relevant development phase of any building services plant that would result in sound emitted externally, together with details of any required noise control to safeguard the amenity of the occupants of both the scheme and the neighbouring dwellings. The plant shall be selected and installed so as to minimise sound externally to a practicable minimum, and, where required (due to risk of noise impact), the plant and background sound levels should be determined and assessed in accordance with the Council's Noise SPD (2006) and the current version of BS 4142.

REASON

To safeguard the amenity of the occupants of the development in accordance with Policy EM8 of the Hillingdon Local Plan: Part One - Strategic Policies (November 2012) in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

- 23 No piling shall take place for each relevant development phase until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

REASON

To ensure that the proposed works, in close proximity to underground sewerage utility infrastructure, will not adversely impact / cause failure of local underground sewerage utility infrastructure in accordance with Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Part 2 (2020)

- 24 Prior to commencement of superstructure works of any relevant phase of this development, the final Overheating Strategy shall be submitted to and approved in writing by the Local Planning Authority. The submission shall demonstrate how the development will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the following cooling hierarchy:

1) reduce the amount of heat entering a building through orientation, shading, high albedo materials, fenestration, insulation and the provision of green infrastructure;

- 2) minimise internal heat generation through energy efficient design;
- 3) manage the heat within the building through exposed internal thermal mass and high ceilings;
- 4) provide passive ventilation;
- 5) provide mechanical ventilation;
- 6) provide active cooling systems; and
- 7) Control heating within communal areas.

The approved details shall thereafter be implemented and retained for the lifetime of the development.

REASON

To demonstrate that the final strategy will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the cooling hierarchy and Policy SI 4 of the London Plan (2021).

- 25 Prior to superstructure works commencing of any relevant phase of this development, a Bird Hazard Management Plan shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Ministry of Defence and Heathrow Airport Ltd. The submitted plan shall include details of:

Management of any flat/shallow pitched on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note 8 'Potential Bird Hazards from Building Design'.

The roof terrace and other public access areas are to be provided with lidded bins, and an approved method to maintain the accumulation of waste, to ensure that no food waste is available for the attraction of hazardous birds. The Bird Hazard Management Plan shall be implemented as approved on completion of the development and shall remain in force for the life of the building.

Details and a schedule of procedures to ensure that breeding or nesting birds are disturbed or displaced from any flat/green roofs (by licenced means) formed within the site.

Means for suitably qualified personnel to access to all roof areas (including these smaller areas of biodiverse roof and the roof terraces) for both inspection and active bird control.

Details of a protocol for liaison with RAF Northolt in the event that dispersal procedures are to be undertaken. The provisions of the BHMP shall be implemented strictly in accordance with the details agreed for the life of the development and there shall be no variation without the written agreement of both the Local Planning Authority and the MOD. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.

REASON

It is necessary to manage the roof in order to minimise its attractiveness to birds which could endanger the safe movement of aircraft and the operation of Heathrow Airport, to accord with the requirements of Policy DMAV 1 of the Hillingdon Local Plan: Part 2 (2020).

- 26 Prior to commencement (except for demolition, ground and enabling works) of each relevant phase of the development within the Outline Area, a scheme for the provision of sustainable water management for that phase in line with the approved Flood Risk Assessment and Drainage Strategy shall be submitted to, and approved in writing by the Local Planning Authority. The scheme shall clearly demonstrate how it manages water and demonstrate ways of controlling the surface water on site by providing information on:

a) Sustainable Drainage features:

- i. Surface water discharge - the submitted drainage strategy must identify the proposed method and location of discharging collected surface water from the site in accordance with the hierarchy set out in Policy SI 13 of the London Plan (2021). Where the proposal does not utilise the most sustainable solution, justification must be provided. Any proposal that includes a connection to a private sewer network should provide details of the condition and ownership of the entire drainage route to a public sewer or ordinary watercourse.
- ii. SuDS - the submitted drainage strategy should incorporate Sustainable Drainage System (SuDS) elements that are embedded, where practicable, within the landscaping plan for the development. Preference should be given to above-ground SuDS elements that control water at source and provide wider biodiversity, water quality and amenity benefits.
- iii. Runoff rates - surface water discharge from the site must be no greater than greenfield runoff rates at a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus 40% climate change.
- iv. Drainage calculations - include calculations to demonstrate that the volume of storage and size of drainage features provided is adequate to control surface water for a range of storm duration and rainfall intensities for events up to and including the critical 1 in 100 plus 40% climate change rainfall event.
- v. Exceedance routes - provide a plan showing the route surface water will take through the development for rainfall events exceeding the 1 in 100 year event. Where it is intended to store water on the ground surface, the maximum extent of overland flooding should be mapped and include details on flow paths, depths and velocities. Safe access and egress for the site must be demonstrated.
- b) Long-term management and maintenance of the drainage system.
 - i. Provide a Management and Maintenance Plan for the drainage system that includes clear plans showing all of the drainage network above and below ground, and identifies the responsibility of different parties for each component of the drainage network.
 - ii. Include details of the necessary inspection regimes and maintenance frequencies.
- c) Minimise water use
 - i. incorporate water saving measures and equipment.
 - ii. provide details of how rain and/or grey water will be recycled and reused in the development.

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

REASON

To ensure 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).

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

a) A site investigation, including where relevant soil, soil gas, surface and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and

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

(ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to 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 Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Part 2 (2020).

- 28 All Non-Road Mobile machinery (NRMM) of net power of 37kW and up to and including 560kW used during the demolition, site preparation and construction phases shall comply with the emissions standards set out in chapter 4, proposal 4.2.3.a of the London Environment Strategy. Unless it complies with the standard set out in the London Environment Strategy, no NRMM shall be onsite, at any time, whether in use or not, without the prior written consent of the LPA. 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 <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 and 186 of the National Planning Policy Framework (2021).

- 29 Prior to superstructure works (except for demolition, ground and enabling works) of any relevant phase of this 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:

- 1) secure compliance with the current London Plan (March 2021), and associated Guidance requirements
- 2) To include in the Travel Plan a clear and effective strategy to encourage users 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.

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

REASON

To reduce the impact on air quality in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1

(2012), Policy DMEI 14 of the Hillingdon Local Plan: Part (2020), Policies SI 1 and T4 of the London Plan (2021) and paragraphs 174 and 186 of the National Planning Policy Framework (2021).

- 30 Prior to the commencement of any superstructure works for each residential phase of development details of security measures to minimise the risk of crime and to meet the specific security needs of that phase shall be submitted for that phase and approved in writing by the Local Planning Authority, in consultation with the Metropolitan Police.

Any security measures to be implemented in compliance with this condition shall reach the standard necessary to achieve the 'Secured by Design gold' accreditation awarded by the Hillingdon Metropolitan Police Design Out Crime Officer (DOCO) on behalf of the Association of Chief Police Officers (ACPO). The approved measures shall be implemented before the development in that phase is occupied and thereafter retained.

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 and to ensure the development provides a safe and secure environment in accordance with policy D11 of The London Plan 2021.

- 31 A) Prior to the commencement of development for each relevant phase within the Outline Area, the principles of a Fire Statement shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Health and Safety Executive. The statement should detail how the development proposal will function in terms of:
- i) the building's construction: methods, products and materials used, including manufacturers' details
 - ii) the means of escape for all building users: suitably designed stair cores, escape for building users who are disabled or require level access, and associated evacuation strategy approach
 - iii) features which reduce the risk to life: fire alarm systems, passive and active fire safety measures and associated management and maintenance plans
 - iv) access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these
 - v) how provision will be made within the curtilage of the site to enable fire appliances to gain access to the building
 - vi) ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures.
- B) Prior to occupation of the development within that phase, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building Control Decision Notice or equivalent. Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

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

- 32 Prior to the commencement of any superstructure works for each residential phase of development, details of any external lighting associated with the development including levels of illumination, position,

design, structure, direction of illumination, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented and maintained in accordance with those details as may be approved.

REASON

In the interests of the appearance of the development and the amenity of neighbouring properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

33 Detailed Phase 1 element

Prior to occupation of the detailed phase 1 proposals the development must provide evidence that it has proceeded in accordance with the approved plans and specification illustrating a net reduction in regulated CO2 emissions of 101% and evidence of this shall be submitted for approval in writing to the Local Planning Authority.

REASON

To ensure the development achieves zero carbon in accordance with Policy SI2 of the London Plan.

- 34 Prior to the commencement (except for demolition, ground and enabling works) for each relevant development phase of the outline area of the development hereby approved, a detailed energy assessment shall be submitted to and approved by the London Borough of Hillingdon. The assessment shall set out the plans and specifications for the 'be clean' and 'be green' technology solutions set out in the outline energy strategy. The details shall include type, size and location of the air source heat pumps including an appraisal of the associated noise and vibration. The scheme shall details the type and size of PV panels including their pitch and orientation. The assessment shall then ensure there is clear presentation of the reduction in carbon associated with the 'be lean', 'be clean' and 'be green' including making a clear allowance for the electricity demand of the air source heat pumps. Any carbon emissions identified shall be subject to an offsite contribution. The development must proceed in accordance with the approved plans and specification and evidence of this shall be submitted for approval in writing to the Local Planning Authority.

REASON

To ensure the development achieves zero carbon in accordance with Policy SI2 of the London Plan.

- 35 Prior to the occupation of each building the post-construction tab of the GLA's whole life carbon assessment template should be completed accurately and in its entirety in line with the GLA's Whole Life Carbon Assessment Guidance. The post-construction assessment should provide an update of the information submitted at the planning submission stage, including the whole life carbon emission figures for all life- cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the relevant building.

REASON

In the interests of sustainable development and to maximise onsite carbon dioxide savings in accordance with Policy SI2 of the London Plan.

- 36 Prior to the occupation of any phase / development plot, a Post Completion Report setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: CircularEconomyLPG@london.gov.uk, along with any supporting evidence as per the GLA's Circular Economy Statement Guidance. The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation.

REASON

In the interests of sustainable waste management and in order to maximise the re-use of material in

accordance with Policy SI7 and D3 of the London Plan.

- 37 Each application for reserved matters shall be accompanied by a detailed Circular Economy Statement and Operational Waste Management Strategy in line with the GLA's Circular Economy Statement Guidance, which shall be submitted to and approved in writing by the Local Planning Authority. The statement shall adhere to the principles set out in the draft Circular Economy Statement. The development shall be carried out in accordance with the details so approved.

REASON

In the interests of sustainable waste management and in order to maximise the re-use of material in accordance with Policy SI7 and D3 of the London Plan.

- 38 Prior to occupation of the development for each relevant development phase, a 'Be Seen' plan for the recording and annual reporting of the energy performance of the development shall be submitted to and approved in writing by the Local Planning Authority. The 'Be Seen' plan meet the requirements set out in Policy SI2 (A)(4) of the London Plan. The plan shall set out the methods for recording the actual carbon performance of the approved scheme in line with the approved energy assessment. The plan shall then set out how this will be reported to the Local Planning Authority on an annual basis (the 'annual report') and shall set out the mechanisms for identifying shortfalls in the agreed targets and the strategy for remedying such shortfalls.

The annual report shall then be submitted to and approved by the Local Planning Authority in accordance with the agreed 'Be Seen' plan. Where the annual report identifies shortfalls in meeting the approved target, it will also present proposals, onsite or offsite to remedy the problem. The development must be operated in accordance with the approved 'Be Seen' plan.

REASON

To ensure the development continues to achieve the approved carbon reduction targets in accordance with Policy SI2 of the London Plan.

- 39 No plant, water tanks, water tank enclosures or other structures, that are not shown on the approved plans for the detailed phase and any subsequent plans approved under Reserved Matters Applications, shall be erected upon the roofs of the buildings hereby permitted.

REASON

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

- 40 Prior to the occupation of any phase of development a scheme showing full details of the following for that phase shall be submitted to and approved in writing by the Local Planning Authority.
(a) CCTV;
(b) Security lighting
and the development shall be implemented and maintained in accordance with the approved details.

REASON:

To ensure that the development provides a safe and inclusive environment which maximises personal safety and minimises opportunities for crime and antisocial behaviour in accordance with Policy D11 of The London Plan 2021.

- 41 Prior to the commencement of above ground works of each phase within the Outline Area, an Urban Greening Factor (UGF) Assessment (UGF) shall be submitted to, and approved in writing by, the local planning authority.

The UGF Assessment shall use the Greater London Authority Urban Greening Factor calculator available at the time of the submission.

The updated UGF Assessment shall demonstrate all efforts to meet a site-wide UGF score of 0.4.

REASON

To ensure urban greening is a fundamental element of the site and building design in compliance with Policy G5 of the London Plan (2021).

- 42 Prior to the occupation of each Development Plot or Phase an Estate Management and Maintenance Plan for that Phase in which development would be located, setting out maintenance and management responsibilities for all communal play spaces, public realm, communal amenity spaces and all publicly accessible open spaces, shall be submitted to and approved in writing by the Local Planning Authority and the open spaces shall thereafter be maintained and managed in accordance with the approved details.

REASON

In order to ensure that the Local Planning Authority is satisfied with the details of the authorised development and to ensure the design of the new housing development enhances the quality of the area in accordance with Policy DMBH 11 of the Hillingdon Local Plan: Part 2 (2020).

- 43 No development shall be occupied for each relevant development phase, until confirmation has been provided that either:- 1. Foul water Capacity exists off site to serve the development, or 2. A development and infrastructure phasing plan has been agreed with the Local Authority in consultation with Thames Water. Where a development and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan, or 3. All Foul water network upgrades required to accommodate the additional flows from the development have been completed.

REASON:

Network reinforcement works may be required to accommodate the proposed development. Any reinforcement works identified will be necessary in order to avoid sewage flooding and/or potential pollution incidents.

- 44 Prior to superstructure works of each relevant phase of this development within the Outline Area, an Air Quality Assessment for that phase shall be submitted to, and approved in writing by, the Local Planning Authority. Any damage costs identified shall be submitted to the Local Planning Authority as a Discharge of the relevant planning obligation on a phase by phase basis. The development shall be implemented and maintained in accordance with the approved details.

REASON

To reduce the impact on air quality in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part (2020), Policies SI 1 and T4 of the London Plan (2021) and paragraphs 174 and 186 of the National Planning Policy Framework (2021).

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 You are reminded that the drawings submitted with the application are for illustrative purposes only and do not form part of the application for which permission is hereby granted.
- 3 In respect of the construction works and associated construction vehicle movements and temporary arrangement on the highway, the applicant/developer should contact the Council's Highways Maintenance Team. In case of construction works affecting the Transport for London Road Network

and the Strategic Road Network, the applicant/developer should also contact Transport for London and comply with its requirements as set out in the Transport for London's 'Construction Guidance Document For Contractors' which can be viewed on the Council's website www.hillingdon.gov.uk/article/11417/Publications

- 4 Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at www.aoa.org.uk/publications/safeguarding.asp)
- 5 Nuisance from demolition and construction work is subject to control under the Control of Pollution Act 1974, the Clean Air Act 1993 and the Environmental Protection Act 1990. You should ensure that the following are complied with: (i) Demolition and construction works should only be carried out between the hours of 0800 and 1800 on Monday to Friday and between the hours of 0800 and 1300 on Saturday. No works should be carried out on Sundays, Public or Bank Holidays; (ii) All noise generated during such works should be controlled in compliance with British Standard 5228, and use "best practicable means" as defined in section 72 of the Control of Pollution Act 1974; (iii) Measures should be taken to eliminate the release of dust, odours and other emissions caused by the works that may create a public health nuisance. Guidance on control measures is given in "The control of dust and emissions from construction and demolition: best practice guidelines", Greater London Authority, November 2006; and (iv) No bonfires that create dark smoke or cause nuisance to local residents should be allowed at any time. You are advised to consult the Council's Environmental Protection Unit to seek prior approval under Section 61 of the Control of Pollution Act 1974 if you anticipate any difficulty in carrying out the works other than within the normal working hours set out above, and by means that would minimise disturbance to adjoining premises. For further information and advice, contact the Environmental Protection Unit, 3S/02 Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW (tel. 01895 250155).
- 6 The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures.

There are public sewers crossing or close to your development. If you're planning significant work near our sewers, it's important that you minimize the risk of damage. We'll need to check that your development doesn't limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes.

- 7 Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at www.aoa.org.uk/publications/safeguarding.asp)
- 8 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay as a phased development 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 within each relevant development phase (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. 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 within each relevant phase may result in surcharges being imposed.

The above forms can be found on the planning portal at:
www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

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

- 9 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. We will need to object to these proposals unless the above-mentioned condition is applied to any planning permission.
- 10 The applicant/developer is advised that any future submissions of reserved matters applications for the future phases of the development shall not be constructed in any other external material than brick, for fire safety and design reasons.
- 11 The Applicant is advised to enter into early discussions with the Waste Management Team to develop an effective strategy for food waste collection on site.
- 12 This decision notice should be read alongside the attached Statement of Intent and S.106 Agreement which secure delivery of the infrastructure over Council owned land as required by this planning permission.

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

Part 1 Policies

- PT1.BE1 (2012) Built Environment
- PT1.EM4 (2012) Open Space and Informal Recreation
- PT1.EM6 (2012) Flood Risk Management
- PT1.EM8 (2012) Land, Water, Air and Noise
- PT1.H1 (2012) Housing Growth
- PT1.H2 (2012) Affordable Housing

Part 2 Policies

- DMCI 2 New Community Infrastructure

DMCI 3	Public Open Space Provision
DMCI 4	Open Spaces in New Development
DMCI 5	Childrens Play Area
DMCI 7	Planning Obligations and Community Infrastructure Levy
DME 2	Employment Uses Outside of Designated Sites
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 10	Water Management, Efficiency and Quality
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 9	Management of Flood Risk
DMH 1	Safeguarding Existing Housing
DMH 2	Housing Mix
DMH 7	Provision of Affordable Housing
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 16	Housing Standards
DMHB 17	Residential Density
DMHB 18	Private Outdoor Amenity Space
DMHB 19	Play Space
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 3	Road Safeguarding
DMT 4	Public Transport
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking

LPP GG3	(2021) Creating a healthy city
LPP SD1	(2021) Opportunity Areas
LPP SD10	(2021) Strategic and local regeneration
LPP SI1	(2021) Improving air quality
LPP T7	(2021) Deliveries, servicing and construction
NPPF- 5	NPPF-5 2018 - Delivering a sufficient supply of homes
NPPF11	NPPF 2021 - Making effective use of land
NPPF12	NPPF 2021 - Achieving well-designed places
NPPF14	NPPF 2021 - Meeting the challenge of climate change flooding
NPPF2	NPPF 2021 - Achieving sustainable development
NPPF8	NPPF 2021 - Promoting healthy and safe communities
LLP D1	(2021) London's form character and capacity for growth
LPP D1	(2021) London's form, character and capacity for growth
LPP D11	(2021) Safety, security and resilience to emergency
LPP D12	(2021) Fire safety
LPP D14	(2021) Noise
LPP D2	(2021) Infrastructure requirements for sustainable densities
LPP D3	(2021) Optimising site capacity through the design-led approach
LPP D4	(2021) Delivering good design
LPP D5	(2021) Inclusive design
LPP D6	(2021) Housing quality and standards
LPP D7	(2021) Accessible housing
LPP D8	(2021) Public realm
LPP D9	(2021) Tall buildings
LPP DF1	(2021) Delivery of the Plan and Planning Obligations
LPP G5	(2021) Urban greening
LPP GG1	(2021) Building strong and inclusive communities
LPP GG2	(2021) Making the best use of land

LPP GG4	(2021) Delivering the homes Londoners needs
LPP H1	(2021) Increasing housing supply
LPP H10	(2021) Housing size mix
LPP H4	(2021) Delivering affordable housing
LPP H6	(2021) Affordable housing tenure
LPP H7	(2021) Monitoring of affordable housing
LPP H8	(2021) Loss of existing housing and estate redevelopment
LPP S4	(2021) Play and informal recreation
LPP SI12	(2021) Flood risk management
LPP SI13	(2021) Sustainable drainage
LPP SI3	(2021) Energy infrastructure
LPP SI4	(2021) Managing heat risk
LPP SI6	(2021) Digital connectivity infrastructure
LPP SI7	(2021) Reducing waste and supporting the circular economy
LPP T1	(2021) Strategic approach to transport
LPP T2	(2021) Healthy Streets
LPP T4	(2021) Assessing and mitigating transport impacts
LPP T5	(2021) Cycling
LPP T6	(2021) Car parking
LPP T6.1	(2021) Residential parking
NPPF- 11	NPPF-11 2018 - Making effective use of land
NPPF- 12	NPPF-12 2018 - Achieving well-designed places
NPPF- 14	NPPF-14 2018 - Meeting the challenge of climate change, flooding and coastal change
NPPF- 15	NPPF-15 2018 - Conserving and enhancing the natural environment
NPPF- 2	NPPF-2 2018 - Achieving sustainable development
NPPF- 4	NPPF-4 2018 - Decision-making
NPPF- 8	NPPF-8 2018 - Promoting healthy and safe communities

END OF SCHEDULE

Address:

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

GRANT OF PLANNING PERMISSION

Application Ref: 76551/APP/2021/4502

SCHEDULE OF PLANS

Avondale Drive Estate Circular Economy Appendix B WLC App - received 10 Dec 2021
Avondale Drive Estate Circular Economy and WLC Appendix - received 10 Dec 2021
Avondale Drive Estate Circular Economy and WLC statement - received 10 Dec 2021
Archaeological Desk-Based Assessment - received 10 Dec 2021
Cert C - Owner Address List 10.12.21. - received 10 Dec 2021
Existing Schedule - received 10 Dec 2021
Aviation Safeguarding Assessment - Issue 1-inc Appx - received 10 Dec 2021
Noise Statement with Appendices - received 10 Dec 2021
Noise Statement with Appendices - received 10 Dec 2021
ARBORICULTURAL IMPACT ASSESSMENT - received 10 Dec 2021
Covering Letter - received 10 Dec 2021
Fire Strategy - Outline Strategy - received 10 Dec 2021
Biodiversity survey and report - received 10 Dec 2021
EMERGENCE SURVEY RESULTS - received 10 Dec 2021
Statement of community involvement - received 10 Dec 2021
AVD Development Specification Statement - received 10 Dec 2021
Phasing Demolition & Construction Statement - received 10 Dec 2021
GLA Carbon Reporting Spreadsheet - received 10 Dec 2021
Appendix A part 1 - received 10 Dec 2021
Appendix A part 2 - received 10 Dec 2021
Foul Sewage and Utilities Report - received 10 Dec 2021
Overheating Risk Assessment - received 10 Dec 2021
TVIA and tall building assessment - received 10 Dec 2021
Proposed housing mix - received 10 Dec 2021
Wind Microclimate Impact Assessment - received 10 Dec 2021
Outline Construction Logistics Plan - received 10 Dec 2021
Delivery and Servicing Plan - received 10 Mar 2022
Travel plan - received 10 Dec 2021
Daylight or Sunlight assessment - received 10 Dec 2021
Fire Strategy - Detailed Strategy - received 10 Dec 2021
Phase 1A Sections (Section A-A - East-West) AVD-PTE-P1A-ZZ-DR-A-10200-C4 - received 11 Mar 2022

Phase 1A Sections (Section B-B - North-South) AVD-PTE-P1A-ZZ-DR-A-10200-C4 - received 11 Mar 2022

Hardworks Plan Ph1A - Ground Floor AVD-TEP-P1-00-DR-L-90110 rev 02 - received 11 Mar 2022

Planting Plan Ph1A - Ground Floor AVD-TEP-P1-00-DR-L-90120 rev 02 - received 11 Mar 2022

TOPOGRAPHICAL SURVEY Sheet 1 of 1 - received 10 Dec 2021

SITE A - existing - received 10 Dec 2021

SITE B -- existing - received 10 Dec 2021

SITE - NORTH - existing - received 10 Dec 2021

SITE - WEST - existing - received 10 Dec 2021

The location plan - received 10 Dec 2021

Geotechnical and Geo-environmental Desk Study Report Phase I Desk Study - Avondale Drive (Section 7) - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 3). - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 2). - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 4) - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 6). - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 5). - received 10 Dec 2021

Phase I Desk Study - Avondale Drive (Section 1). - received 10 Dec 2021

Landscape Management Plan - received 10 Dec 2021

Covering Letter - received 10 Dec 2021

Transport Assessment - received 23 Mar 2022

Appendix B - received 10 Dec 2021

Landscape Strategy Plan - received 10 Dec 2021

Biometric plan - received 10 Dec 2021

Outline Energy Statement and Sustainability Strategy - received 10 Dec 2021

Transport Assessment - received 10 Dec 2021

Preliminary Ecological Appraisal - received 10 Dec 2021

SuDS Proforma - received 10 Dec 2021

Energy Statement - received 10 Dec 2021

Avondale Drive Estate Air Quality Assessment - received 10 Dec 2021

Flood risk assessment - received 10 Dec 2021

Drainage Strategy - received 10 Dec 2021

Parameter Plan 1 - Development Zones AVD- PTE- VD-XX-DR-A-10005-C2 - received 11 Mar 2022

Parameter Plan 2 Building Heights AVD- PTE- VD-XX-DR-A-10006- C2 - received 11 Mar 2022

Parameter Plan 3 Access and Movement AVD- PTE- VD-XX-DR-A-10007-C2 - received 11 Mar 2022

Parameter Plan 4 Hard and Soft Landscaping AVD- PTE- VD-XX-DR-A-10008- C2 - received 11 Mar 2022

Proposed Block Plan (within existing context) AVD-PTE-P1A-XX-DR-A-10010-C4 - received 11 Mar 2022

Proposed Block Plan (within Masterplan context) AVD-PTE-P1A-XX-DR-A-10011-C3 - received 11 Mar 2022

Phase 1A Proposed Ground Floor Plan AVD-PTE-P1A-00-DR-A-10100-C3 - received 11 Mar 2022

Phase 1A Proposed First Floor Plan AVD-PTE-P1A-01-DR-A-10101-C3 - received 11 Mar 2022

Phase 1A Proposed Second Floor Plan AVD-PTE-P1A-02-DR-A-10102-C3 - received 11 Mar 2022

Phase 1A Proposed Third Floor Plan AVD-PTE-P1A-03-DR-A-10103-C3 - received 11 Mar 2022

Phase 1A Proposed Fourth Floor Plan AVD-PTE-P1A-04-DR-A-10104-C3 - received 11 Mar 2022

Phase 1A Proposed Roof Plan AVD-PTE-P1A-05-DR-A-10105-C3 - received 11 Mar 2022

Avondale Drive / West Elevation AVD-PTE-P1A-ZZ-DR-A-10301-C3 - received 11 Mar 2022

East / North Street Elevation AVD-PTE-P1A-ZZ-DR-A-10300-C3 - received 11 Mar 2022

Parameter Plan 3 - Access and Movement - received 10 Dec 2021

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

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

Purchase Notices.

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

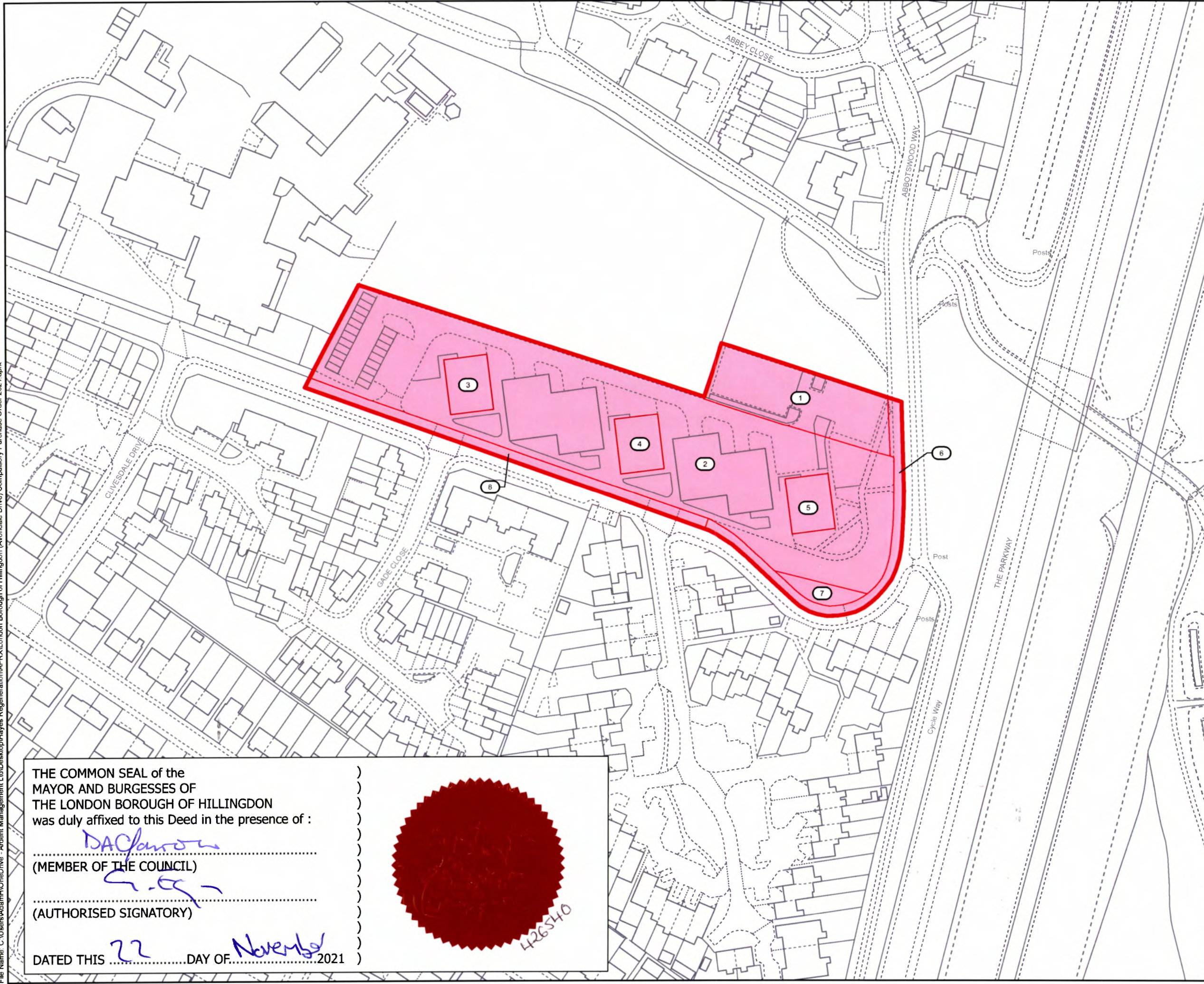
APPENDIX 4

AFFORDABLE HOUSING REVIEW MECHANISM – FORMULAS

(ANNEX 4 – SCHEDULE 2)

APPENDIX 5
CPO LAND INTEREST

Plot Date: 15 November 2021 13:56
File Name: C:\Users\AdamH\OneDrive - Ardent Management Ltd\Desktop\Hayes Regeneration\AFRXL\London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021.aprx



KEY PLAN

KEY
 Order Boundary
 Land to be Acquired

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Client

HILLINGDON

Designer

ardent

Project

HAYES REGENERATION

Drawing Title

MAP REFERRED TO IN THE LONDON BOROUGH OF HILLINGDON (AVONDALE DRIVE) COMPULSORY PURCHASE ORDER 2021

Status	FINAL	Revision	001
Scale	1:1,250 @ A3	Date	15/11/2021
Spatial Reference System		British National Grid	
Drawn By	Checked By	Approved By	
A HANKINSON	J SAMALI	M CROWTHER	
Drawing reference			
063-ARD-HR-AVONDALE DRIVE			

This document is not to be used in whole or in part other than for the intended purpose and project for which it was prepared and provided.

**LONDON BOROUGH OF HILLINGDON (AVONDALE DRIVE)
COMPULSORY PURCHASE ORDER 2021**

**THE TOWN AND COUNTRY PLANNING ACT 1990
THE ACQUISITION OF LAND ACT 1981**

The London Borough of Hillingdon (in this order called "the Acquiring Authority") makes the following order:

- 1 Subject to the provisions of this order, the Acquiring Authority is under Section 226(1)(a) of the Town and Country Planning Act 1990 hereby authorised to purchase compulsorily the land described in paragraph 2 for the purposes of facilitating the carrying out of development, redevelopment and improvement on or in relation to such land consisting of a regeneration scheme comprising provision of residential units, associated amenity space, open space and landscaping and new infrastructure which will contribute to the promotion and improvement of the economic, social and environmental well-being of the Acquiring Authority's area.
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown edged red and coloured pink on a map prepared in duplicate, sealed with the common seal of the Acquiring Authority and marked "Map referred to in the London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021".

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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1	All interests in approximately 1357 square metres of car park, public footway and grassed area (Avondale Drive, Hayes, UB3 3PN) except those owned by the Acquiring Authority (NGL7993 - Freehold)	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	-	-	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW
2	All interests in approximately 7847 square metres of accessway, car parks, grassed areas, public footways and communal areas (Avondale Drive, Hayes, UB3 3PN) except those owned by the Acquiring Authority (MX474380 - Freehold)	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	-	-	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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4 (cont'd)					██████████ ██████████████████ ██████████████████ ██████ ██████████ ██████████████████████████████ ██████ ██████████ ██████████████████ ██████████████████ ██████ ██████████ ██████████████████████████████ ██████ ██████████ ██████████████████ ██████████████████ ██████ ██████████ ██████████████████████████████ ██████

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 1

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4 (cont'd)					[REDACTED]

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 1

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SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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4 (cont'd)					[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 1

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4 (cont'd)					[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
5	All interests in approximately 306 square metres of residential premises and electricity substation (1 to 48 Wellings House, 236 Avondale Drive, Hayes, UB3 3PN) except those owned by the Acquiring Authority (MX474380 - Freehold) (AGL109325 - Leasehold) (AGL128168 - Leasehold) (AGL137245 - Leasehold) (AGL202502 - Leasehold) (AGL202510 - Leasehold) (AGL350389 - Leasehold) (AGL3889 - Leasehold) (AGL395979 - Leasehold) (AGL456598 - Leasehold) (AGL79769 - Leasehold)	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	-	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 1

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SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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5 (cont'd)					[REDACTED]

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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		Owners or Reputed Owners	Lessees or Reputed Lessees	Tenants or Reputed Tenants	Occupiers
5 (cont'd)					
6	All interests in approximately 519 square metres of public highways and footways (Avondale Drive and Abbotswood Way) except those owned by the Acquiring Authority <i>(NGL560353 – Freehold)</i>	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW <i>(as highway authority)</i>	-	-	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW <i>(as highway authority)</i>

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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		Owners or Reputed Owners	Lessees or Reputed Lessees	Tenants or Reputed Tenants	Occupiers
7	All interests in approximately 168 square metres of grassed area; north of Avondale Drive and south of Wellings House except those owned by the Acquiring Authority <i>(MX125584 - Freehold)</i>	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	-	-	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW
8	All interests in approximately 558 square metres of public highway and footway (Avondale Drive) except those owned by the Acquiring Authority <i>(Unregistered)</i>	Unregistered / Unknown London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW <i>(as highway authority and in respect of subsoil to half width of public highway)</i> [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	-	-	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW <i>(as highway authority)</i>

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 2 - Mortgagees, chargees and other third party beneficiaries

Number on Map	Other Qualifying Persons under Section 12(2A)(a) of the Acquisition of Land Act 1981		Other Qualifying Persons under Section 12(2A)(b) of the Acquisition of Land Act 1981 – Not otherwise shown in Tables 1 and 2	
	Name and Address	Description of Interest to be Acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
3	Brent Council Brent Civic Centre Engineers Way Wembley HA9 0FJ	in respect of registered charge dated 29 May 2018 on title AGL145486		
	National Westminster Bank plc 250 Bishopsgate London EC2M 3UR (Co. Reg. 00929027)	in respect of registered charge dated 15 September 2014 on title AGL324396		
	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	in respect of a restriction on disposition on title AGL181602, AGL202522, AGL286959, AGL319265 and AGL324396		
4	Barclays Bank plc 1 Churchill Place London E14 5HP (Co. Reg. 00048839)	in respect of registered charge dated 13 January 2016 on title AGL48468		

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 2 - Mortgagees, chargees and other third party beneficiaries

Number on Map	Other Qualifying Persons under Section 12(2A)(a) of the Acquisition of Land Act 1981		Other Qualifying Persons under Section 12(2A)(b) of the Acquisition of Land Act 1981 – Not otherwise shown in Tables 1 and 2	
	Name and Address	Description of Interest to be Acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
4 (cont'd)	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	in respect of a restriction on disposition on title AGL135658, AGL315029 and AGL355279		
5	Nationwide Building Society Nationwide House Pipers Way Swindon SN38 1NW (Co. Reg. 355B) Brent Council Brent Civic Centre Engineers Way Wembley HA9 0FJ Together Personal Finance Limited Lake View Lakeside Cheadle SK8 3GW (Co. Reg. 02613335)	in respect of registered charge dated 18 October 2007 on title AGL109325 in respect of registered charge dated 29 May 2018 on title AGL137245 in respect of a registered charge dated 17 December 2012 on title AGL3889		

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 2 - Mortgagees, chargees and other third party beneficiaries

Number on Map	Other Qualifying Persons under Section 12(2A)(a) of the Acquisition of Land Act 1981		Other Qualifying Persons under Section 12(2A)(b) of the Acquisition of Land Act 1981 – Not otherwise shown in Tables 1 and 2	
	Name and Address	Description of Interest to be Acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
5 (cont'd)	National Westminster Bank plc 250 Bishopsgate London EC2M 3UR (Co. Reg. 00929027) London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	in respect of registered charge dated 9 August 2019 on title AGL86498 in respect of a restriction on disposition on title AGL202502, AGL202510 and AGL350389		
6	Affinity Water Limited Tamblin Way Hatfield AL10 9EZ (Co. Reg. 02546950)	in respect of rights to lay water mains in an Agreement dated 14 January 1987 on title NGL560353		

SCHEDULE

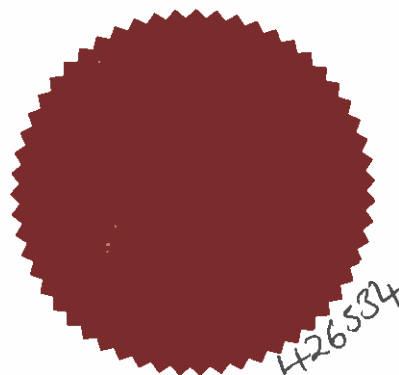
London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

General Entries Register

Name and Address	Capacity	Qualification
Cadent Gas Limited Ashbrook Court Prologis Park Central Boulevard Keresley End CV7 8PE	As statutory gas distribution and transmission undertaker	In respect of gas mains, pipes and associated apparatus
EXA Infrastructure Third Floor New Castle House Castle Boulevard Nottingham NG7 1FT	As licensed telecommunications operator	In respect of telecommunications facilities
Scottish and Southern Energy Power Distribution Limited Inveralmond House 200 Dunkeld Road Perth PH1 3AQ	As statutory electricity undertaker	In respect of electricity transmission lines, cables, conduits and apparatus
Southern Electric Power Distribution plc No.1 Forbury Place 43 Forbury Road Reading RG1 3JH	As statutory electricity undertaker	In respect of electricity transmission lines, cables, conduits and apparatus

Dated this 22 day of November 2021

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



DA Garrow
MEMBER OF THE COUNCIL

R. G. C.

AUTHORISED OFFICER

THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH OF
HILLINGDON HEREBY CONFIRMS

THIS ORDER

Alan Chapman

MEMBER OF THE COUNCIL

[Signature]

AUTHORISED OFFICER

DATED THIS 22nd DAY OF MARCH 2022



APPENDIX 6

LANDLORD OFFER AND RIGHT TO RETURN

THE LANDLORD OFFER

Avondale Drive Estate

Your homes. Your future. You decide



Artists' impression looking along Avondale Drive illustrating how the new estate might look like



HILLINGDON
LONDON

www.hillingdon.gov.uk

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Contact us

Please do get in touch with our team on:

0800 994 9323 (Freephone)

07881 897 306 (WhatsApp)

You can also find out more information
about the project at:

www.hillingdon.gov.uk/avondale-estate

INTRODUCTION

Since August 2020, we have been working with you to understand some of the issues on Avondale Drive Estate and develop proposals that will mean that residents can live in modern high-quality homes in a safe and secure environment that we can all feel proud of.

We have been delighted to see the high level of interest and participation from residents, despite the ongoing COVID-19 restrictions. The council has spoken to 90% of residents over the phone or in person. There has been impressive attendance at our resident steering group meetings and great conversations about design have taken place, both on the estate and at Zoom drop-ins with the architects. Thank you to everyone who has given us their time – your valuable feedback has shaped the proposals set out in this document.

We share your excitement about the positive opportunities that would come from a new development, including private secure outside space for everyone, energy efficient and accessible homes, alongside the chance to help overcrowded families and provide more council homes.

This Landlord Offer has been sent to you so that you can see the design vision for the

new estate and the new homes. It also sets out our commitments to you and the choice of new home that you will have if there is a 'YES' vote, so that you can see what redevelopment would mean for you and your family. Finally, it also sets out the arrangements for voting.

Our aim is to provide you with all of the information you need to make an informed decision in the resident ballot, and we will have a team on hand right the way through to the close of the ballot to answer your questions and help you with anything that is unclear.

We believe that a 'YES' vote is the best way to deliver a bright future for Avondale Drive Estate, but this is a resident decision. These proposals will only go ahead if there is a majority in favour.

This is your chance to have your say – please use your vote.



Councillor Jonathan Bianco
Deputy Leader of the Council
and Cabinet Member for
Property and Infrastructure



Councillor Eddie Lavery
Cabinet Member for
Environment, Housing and
Regeneration

WHAT YOU TOLD US

Without a
'YES' vote,
redevelopment
of the estate
won't go
ahead



Resident consultation on Avondale Drive Estate

Your feedback has helped us to develop plans to build better homes and a safer neighbourhood on Avondale Drive Estate.

We have spoken to more than 90% of households on Avondale Drive Estate by telephone, email or in person since we began talking to residents in summer 2020 about the potential redevelopment.

We heard that while most residents like their homes and enjoy living on the estate, there are significant problems that directly impact their quality of life, particularly:

- There is a lot of anti-social behaviour on the estate with groups hanging out and causing nuisance in communal areas
- Many of you feel unsafe and there is a fear of crime

- Some households are overcrowded
- Homes need improvements and have a number of difficult to repair condition issues
- Better use could be made of the landscaped areas around the buildings

We began talking to you about possible design solutions for the estate in December 2020 and your feedback has helped to shape the proposals presented in this Landlord Offer.

If there is a majority 'YES' vote from residents, we are committed to continuing to work with residents on the detailed design of the estate and new homes.

OUR COMMITMENTS TO YOU

Members of the residents steering group have worked with the Independent Tenant and Leaseholder Advisors to give the council feedback on our original ideas for rehousing and design. We have listened to the issues that are important to residents and refined our offer where possible. This process has shaped the commitments below.

- 1** We will work with you to create a safe and secure new estate through better design
- 2** Secure council and assured housing association tenants who wish to stay on the estate will be guaranteed an offer of a new home at social rent levels on the new estate
- 3** We will make sure that resident leaseholders receive a fair deal and affordable options to assist you to buy one of the new homes on the estate
- 4** We will begin the buy-back process for resident leaseholders early after a 'YES' vote and the council's Cabinet decision, if they wish
- 5** We will ensure that secure and assured tenants are provided with a home that matches their housing needs, which will mean that overcrowded families will be able to move to a larger home
- 6** Secure and assured tenants that under occupy (for instance a couple living in a two bedroom home) will be able to keep an extra bedroom
- 7** For residents taking a new home on the estate we will take into consideration your preferences in terms of location, floor level and neighbours
- 8** We will make sure that our temporary accommodation tenants can access suitable alternative accommodation
- 9** We will work with private tenants whose homes are affected on a one-to-one basis to provide support and guidance to secure an alternative home
- 10** We will pay compensation and cover the cost of moving for all households that are eligible
- 11** Vulnerable residents will receive additional practical help with moving
- 12** All residents will have the opportunity to participate in the next stage of the design process, working alongside the design team
- 13** We will build modern homes that are attractive, energy efficient and accessible
- 14** We will make sure that all homes have private secure outside space, either a balcony or terrace, that is big enough to accommodate everyone in the household
- 15** We will build a mixture of maisonettes and apartments and there will be a mixture of homes with separate or open plan kitchens
- 16** All residents moving into one of the new homes on the estate will have the opportunity to personalise it with a choice of kitchens, floor coverings and paint colours

WHAT WILL THE NEW ESTATE BE LIKE?

Redevelopment gives us the opportunity to design a new neighbourhood which is safer, more secure and a better place to live.

The new neighbourhood will be connected to the surrounding area by **traditional streets** with **front gardens, trees and planting**.

Windows and front doors at street level will provide **overlooking** helping streets feel safe and pleasant places to be.

All new homes will have **step-free access** to front doors and there will be fewer homes sharing a single entrance meaning it will be easier to know your neighbours and spot those that shouldn't be there.

Our key design principles for the estate are:

- Safer streets and play area
- Secure entrances and stairwells
- A step-free, direct route from the building entrance to your home
- Doors and entry systems with good security ratings
- Shared outdoor courtyard spaces for residents only
- Excellent overlooking to make it safe for residents
- Well managed and secure car parking
- A dedicated secure storage room for cycles
- More trees and planted areas
- Safe, secure and accessible homes

The designs on the following pages are indicative and subject to technical design and planning approval.



A sketch of how the new estate might look viewed down Avondale Drive



A play area



**Your
new
Avondale
Drive Estate
will be bright,
modern and
safe**



Front gardens on the street



A shared entrance



A sketch along a new street through the estate towards Hitherbroom Park

The architects are still at an early stage of design development and much more work will be done with residents over the coming months should there be a 'YES' vote.

The proposed designs currently include:

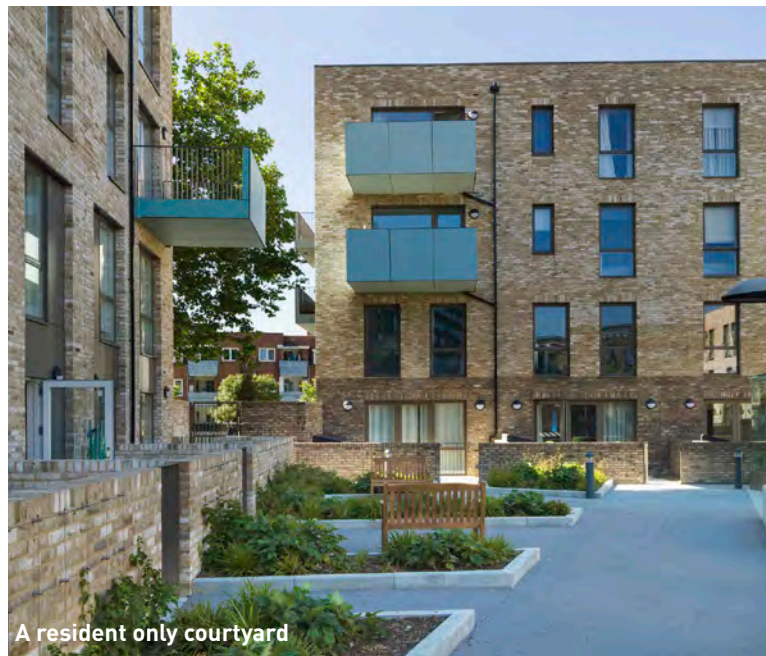
- More than 220 new one, two, three and four bedroom apartments and maisonettes
- The new homes will be a mixture of replacement social rented homes, additional council homes, shared equity homes, shared ownership homes and homes for sale.
- A range of building heights, mostly between five and seven storeys, but also a 10 storey building overlooking the park
- Lift access to all homes
- Resident only courtyard gardens
- Secure resident only car parking below the courtyard plus well-designed on-street parking and electric charging points for cars
- Secure resident only cycle, bin and recycling storerooms
- A new play area for children designed with residents



A sketch of how the new estate might look viewed from Hitherbroom Park



A shared entrance



A resident only courtyard

PROPOSED SITE PLAN

-  Apartment buildings of new homes
-  Landscaping
-  Trees
-  On estate parking
-  On street parking
- 1 Resident only courtyard with secure car park below
- 2 New traditional street with integrated landscaping
- 3 Potential children's play area
- 4 Potential pedestrian link to Hitherbroom Park, subject to further consultation

Hitherbroom Park

Abbotswood Way

Avondale Drive

Avondale Drive

Gade Close

School playing fields

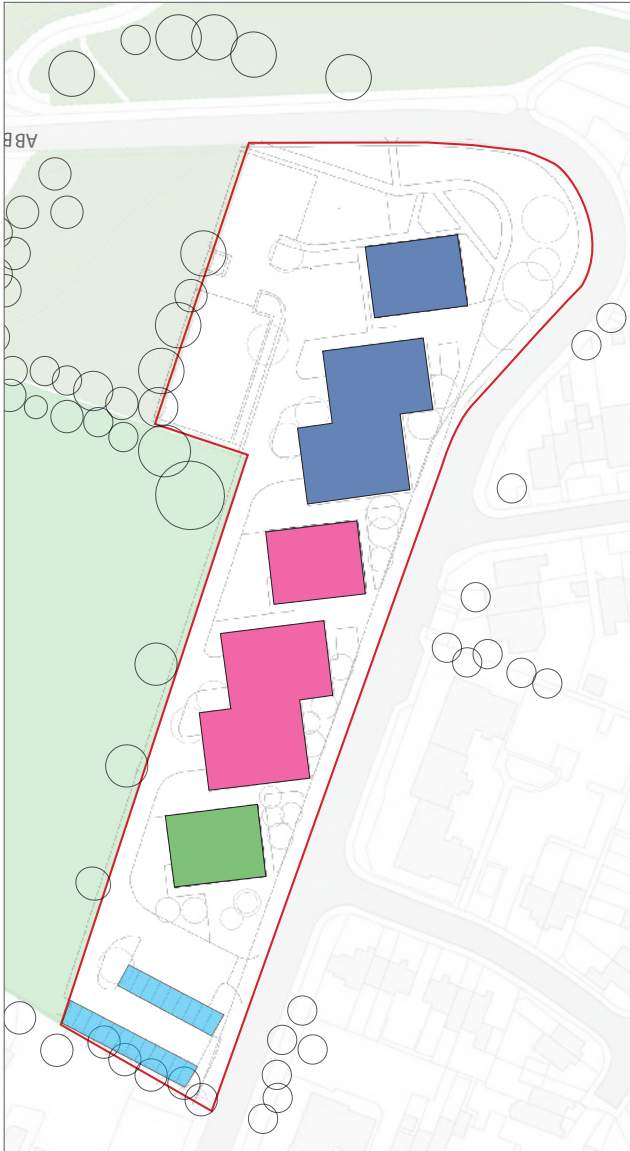
Minet Junior School



All design proposals are subject to planning approval

WHAT HAPPENS AND WHEN

Site plan of the existing estate showing the indicative demolition phases



If the development proceeds it is going to take some time to rehouse all tenants and buy back properties.

Our aim is to carry out the redevelopment in phases so most residents will only have to move once into a new home built for them on the estate.

It is still too early in the design process to be completely sure which homes are in which phase, but we have provided indicative dates below.

If you are in phase one we will start talking to you about your move in summer 2021.

If you are in a later phase we will start planning your move with you around nine to 12 months before the demolition date for your phase, or even earlier for resident leaseholders.

Please see the Landlord Offer specific to you from page 18 for more detail.

We anticipate the first new homes will be ready to move into in autumn 2024.

Indicative date for the start of each demolition phase

■	Phase 1a	Autumn	2022
■	Phase 1b	Winter	2022
■	Phase 2	Winter	2024
■	Phase 3	Winter	2026

Most residents will only have to move once

YOUR NEW HOME

You told us:

- Homes need improvements
- Some homes get too hot in the summer and too cold in the winter
- Some households are overcrowded
- Repairs are hard to do and often don't last
- Not everyone has access to their own outdoor space

The new homes will be built to the highest modern standards using the latest, high-quality construction and insulation materials.

**Cosier, more
energy-efficient
and smarter
homes**



**Modern well
designed
homes that are
comfortable with
lots of natural
daylight**

A photograph of an open plan kitchen



A photograph of a living room and balcony

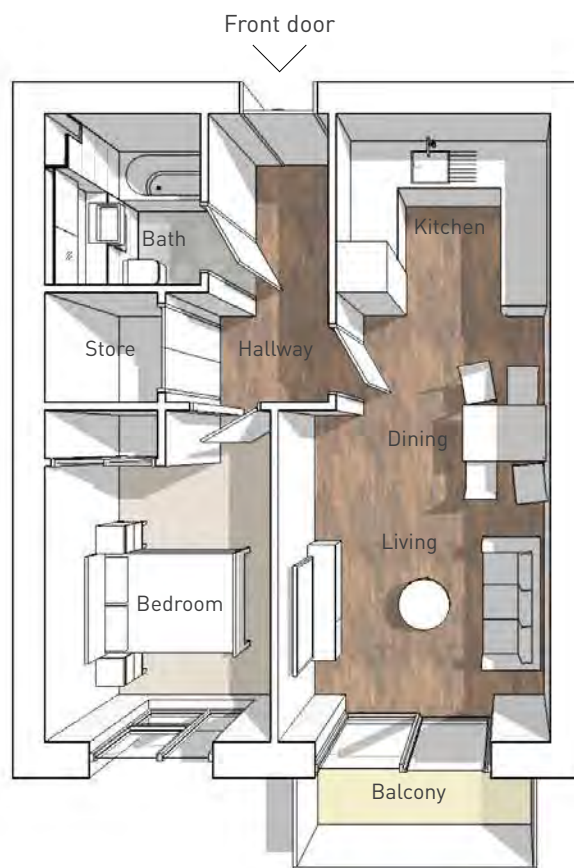
The new homes will:

- Be well designed, energy efficient, built to modern standards and meet or exceed space standards
- Be safe, with fire safety and security as a priority
- Have good sized, well-proportioned rooms and generous built-in storage
- Have a generous private outdoor space; a balcony or terrace
- Have modern kitchens and bathrooms
- Be well insulated so it is warm in the winter and cool in the summer
- Achieve good sound insulation
- Have good ventilation so there is no damp or condensation
- Have two toilets if you have three or more bedrooms
- Be adapted to meet the accessibility needs of residents, if required.
- Meet 'Secured by Design' standard

The new homes will be a mix of apartments and maisonettes, all with their own private outdoor space.

The proposed new homes will have:

- Either an open plan or separate kitchen layout
- Bathrooms that can be adapted to specific mobility needs
- A utility cupboard for services with space and plumbing for a washing machine
- A separate built-in storage cupboard in the hallway
- Thermostatically controlled energy-efficient heating
- High performance double glazed windows
- TV aerial and satellite points to the living room and all bedrooms



An example of a one bedroom apartment



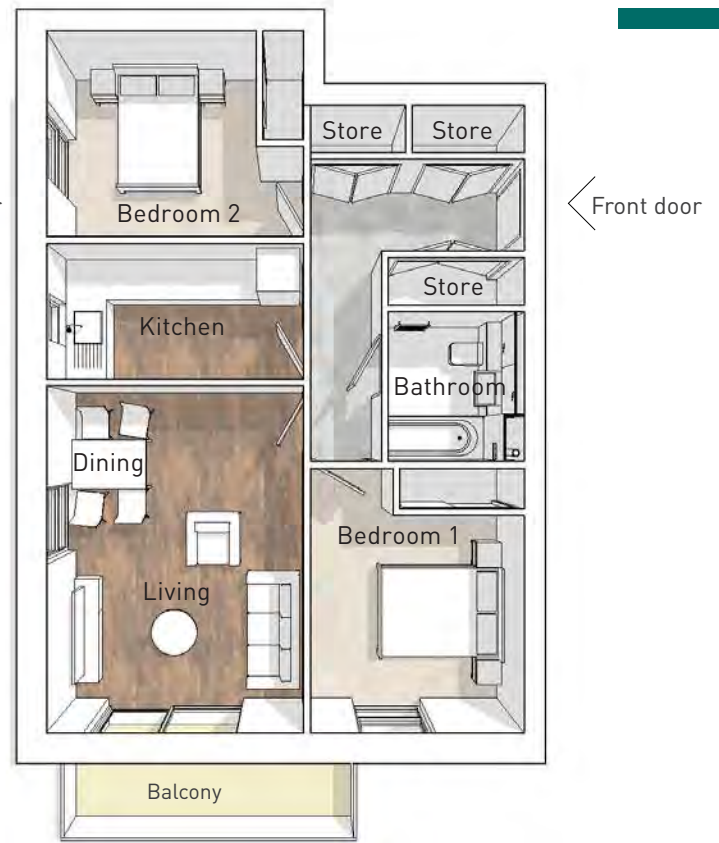
An example of a two bedroom ground floor maisonette

As a two storey home it will have two WCs and be significantly larger than the existing two bedroom homes on the estate



An example of a two bedroom open plan apartment

A new two bedroom home will be significantly larger than the existing two bedroom homes on the estate



An example of a two bedroom apartment with separate kitchen

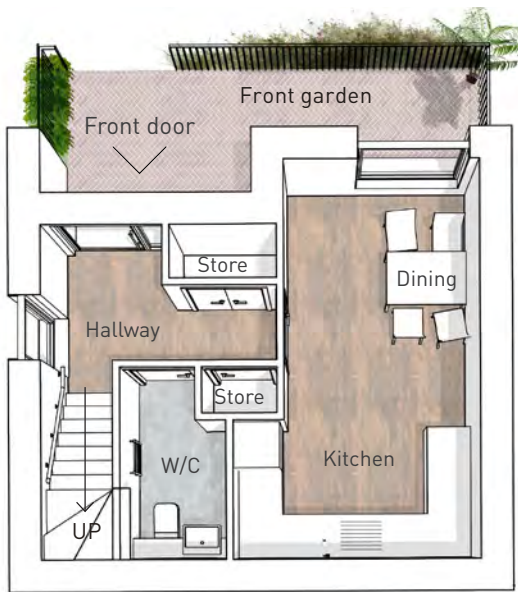
A new two bedroom home will be significantly larger than the existing two bedroom homes on the estate



An example of a three bedroom apartment

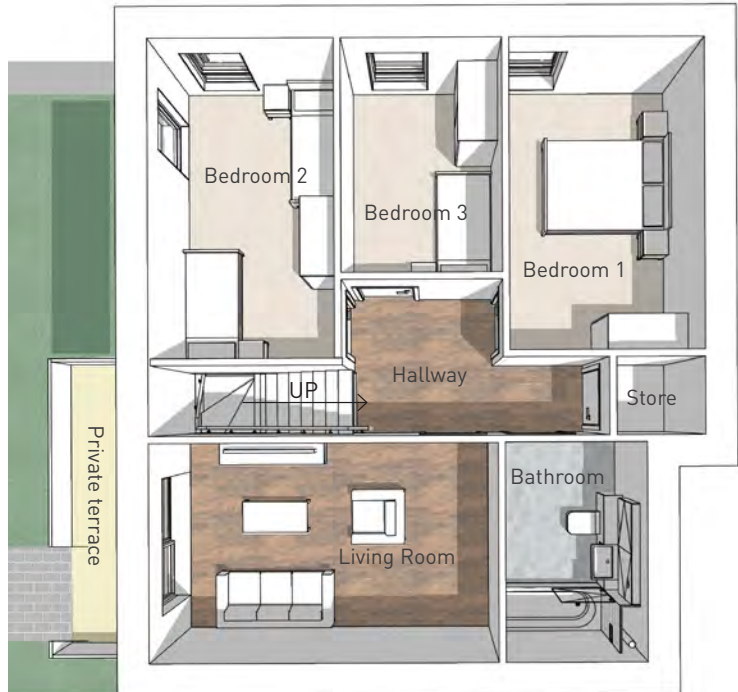
All homes with three or more bedrooms will have two WCs

Homes adapted to the medical needs of your family



Ground floor with front door and garden on the street and stairs to first floor.

First floor with a private terrace onto the shared resident only courtyard.

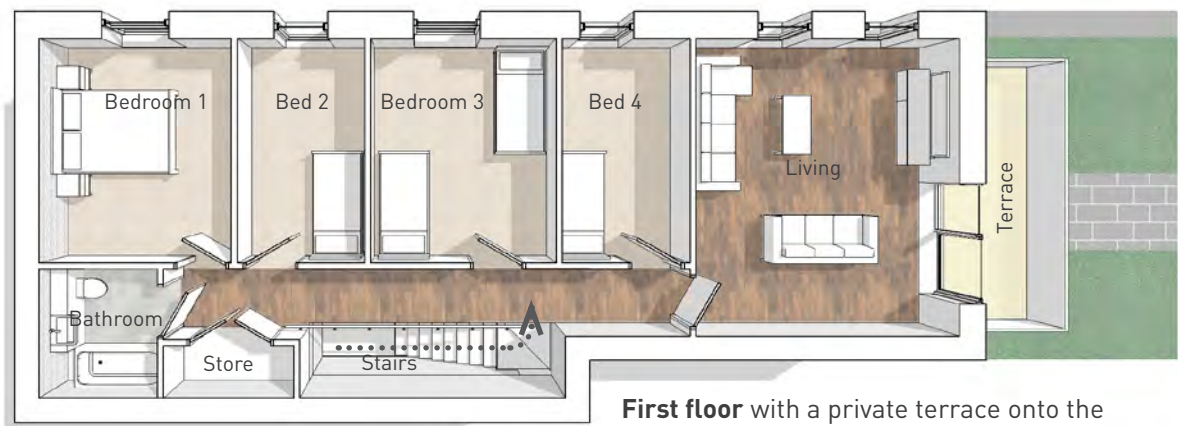


An example of a three bedroom ground floor maisonette
- Ground floor above, upper to the right





Ground floor with front door and garden on the street and stairs to first floor.



First floor with a private terrace onto the shared resident only courtyard.

An example of a four bedroom ground floor maisonette

Ground floor top, upper below



MAKING YOUR NEW HOME YOUR OWN

This section applies to existing residents who qualify for and accept a new home on the estate, including shared equity or shared ownership homes.

We know that residents want to be able to make their new home their own. As such, we will provide a variety of colours and finishes to choose from that fit your own style at no cost to you, from a range available when your new home is being built.

You will be able to choose:

- Kitchen cupboard and worktop finishes
- Paint colours and bathroom border tile colours
- The colour of floor finishes



A photograph of a resident in her new kitchen

SAFETY AND SECURITY

You told us:

- Anti-social behaviour is a big problem
- Many of you feel unsafe and there is a fear of crime
- Estate security is a problem with non residents managing to get into the stairwells
- You wanted safer gardens, playgrounds and streets

It's very difficult to improve security on the estate without making big changes.

A 'YES' vote allows us to redesign the overall layout and create spaces that are safe for everyone to enjoy.



Your new estate will meet Secured by Design standards - an initiative approved by the Metropolitan Police proven to reduce crime by up to 87% in new developments.

Secured by Design is a standard for the way in which the design of your home and estate will make you both feel and be safer, and be easier to police.

The new layout will have:

- Better sightlines with no hidden corners
- Good quality street lighting
- Excellent overlooking
- High quality doors and windows with excellent security ratings
- Better designed car parking



Video entry system



CCTV camera



Window locks

A SUMMARY OF THE LANDLORD OFFERS

This is a summary of the key parts of the offer to you.

Please read the detailed information in the rest of this document to help you fully understand your offer and check our website for more key facts.

The offer is based on the type of tenancy you have, these sections are colour coded to make it easier to find your offer.

If you are not sure what type of tenancy you have, please contact us by telephone on FREEPHONE 0800 994 9323 and we will help.

If you have any further questions, check the key facts on our website or get in touch - details on the back cover.

Secure Council Tenants (turn to page 20)

- A choice of a new home on the estate or elsewhere in the borough, if that is your preference
- A homeloss payment of £6,500 to spend as you wish
- The cost of moving home paid for by the council
- A new home that meets your needs - this means enough bedrooms for your household at the time of your move
- However, if you are currently under occupying, a new home that meets your needs plus one extra bedroom, or a cash incentive to downsize

Turn to page 20 for more information on the offer and other benefits.

Housing Association Assured Residents (turn to page 23)

- A choice of a new home on the estate or elsewhere in the borough, if that is your preference
- A homeloss payment of £6,500 to spend as you wish
- The cost of moving home paid for by the council
- A new home that meets your needs - this means enough bedrooms for your household at the time of your move
- However, if you are currently under occupying, a new home that meets your needs plus one extra bedroom, or a cash incentive to downsize

Turn to page 23 for more information on the offer and other benefits.

Resident Leaseholders (turn to page 26)

- The full market value of your property **plus** a homeloss payment of 10% of the value of your home, capped at £65,000
- A disturbance payment to cover reasonable costs that you incur when moving home such as surveyor's fees, legal fees, Stamp Duty Land Tax, removal costs, the costs of any fixtures and fittings or electrical items which cannot be moved and it is reasonable to replace, and transferring utilities/ mortgage etc.
- The opportunity to sell your home as soon as the final decision to redevelop the estate has been made

Turn to page 26 for more information on the offer and other benefits.



Temporary Accommodation Residents (turn to page 28)

- Help to move to suitable alternative accommodation that fits your housing need
- For temporary accommodation residents living on estate for more than one year, you will be offered a new council home for rent on the new estate, or priority banding on the council's Choice Based Letting system
- For temporary accommodation residents living on estate for less than one year, you will be offered dedicated support and a tailored housing advice service

Turn to page 28 for more information on the offer and other benefits.

Tenants Renting from a Private Landlord (turn to page 30)

- Help to find alternative accommodation including support through the Homeless Prevention Service and a tailored housing advice service
- Subject to eligibility, you will also receive a tenancy deposit, the first month's rent and reasonable removal costs covered
- For households on Band A and B of the housing register, the council will reserve the additional new council homes on the new estate and give you priority banding ahead of households from elsewhere in the borough

Turn to page 30 for more information on the offer and other benefits.

SECURE COUNCIL TENANTS

This offer applies to all council secure tenants, including probationary tenants and those with fixed term tenancies.

You will have a right to a home on the new estate or, if you prefer, you can choose to move to other council or housing association properties in the borough instead.

Your choice of new home

The redevelopment will take place in phases and as it comes close to your move date you will be able to choose from either:

- a. Your choice of permanent council or housing association property off the estate or
- b. A permanent move to a new council home that we build for you on the new estate

If there are sufficient properties in a new build phase, we will be able to offer you a choice of properties on the estate.

We will facilitate off-site moves by giving you priority banding on the council's Choice Based Letting system at least six months before your move. You will be able to bid for properties that you are interested in across the borough and, if you need us to, council officers will help you to use the system.

Moving temporarily if necessary

Most tenants will only have to move once but some tenants, particularly those living in phase one, will have to move temporarily while we build a home for them on the site. A council tenant household that is required to move temporarily will have a guaranteed right to return. We will make sure that temporary moves affect as few households as possible and minimise the length of any short-term stay.

Homeloss payment

Secure council tenants who have lived in their home for more than 12 months will be entitled to a statutory homeloss payment of **£6,500 per household**. This figure is set by the government and reviewed every year.

This is payable whether you move to one of the new properties on the estate or choose to move off the estate. If you are in arrears when you move to the new property, the council is able to deduct the arrears from your compensation.

Help with moving

In addition to the compensation, the council will cover the reasonable costs of moving. This can include:

- Disconnection and reconnection of white goods
- Telephone/satellite tv/broadband reconnection
- Redirection of mail
- Removal costs

To make moving day run more smoothly, you will have a dedicated decant officer assigned to you and the council will organise removals for you using a reputable company. You will be given plenty of notice of your move day and packing boxes will be delivered well in advance so that you have time to prepare. Additionally, in most cases we will be able to organise a viewing of your allocated new build property in advance so that you can measure up etc.

**£6,500
homeloss
payment plus
help with
moving**



Tenants will be supported with their move whether they are moving to a new home being built as part of the new development or moving away from the estate. If you need to move twice your removal costs will be paid twice.

Extra help for those that need it

Vulnerable residents that need additional support will receive further help with the practical arrangements for moving including a packing service.

Housing that fits your needs

The council will make sure that you are allocated a home that fits your housing need which is assessed in line with the council's Social Housing Allocation Policy and Local Lettings Policy. To do this, a dedicated decant officer will meet with you six to nine months before your move (virtually or in person) and carry out a full housing needs assessment of your household's individual requirements.

Overcrowded households will be allocated a larger home

Households that are overcrowded will be rehoused in a larger home that fits their housing need, in accordance with our policy.

Under-occupiers can choose to keep one extra bedroom

Those secure council tenants currently living in a property with more rooms than their housing need are 'under-occupying'. If this applies to your household, you will be able to keep one extra bedroom above your housing need when you move, if that is your preference.

For example, if you are a single person or couple currently living in a two bedroomed flat you would ordinarily be offered a one bedroomed flat, but because you are already under-occupying you will be able to move into a two bedroomed flat if you wish.

Alternatively, you can choose to be allocated to a home that fits your housing need exactly and be offered further compensation, on top of the £6,500 homeloss payment, of **an additional £1,500 - £2,500**, depending on how large your current property is.

Tenants needing adaptations

In assessing housing needs, the council will also take into account a tenant's requirements in terms of any adaptations needed, for instance where there are mobility issues and adaptations are recommended by the occupational therapist.

In exceptional cases where your housing need cannot be accommodated on site this will be looked at on a case-by-case basis.



Tenant preferences

In allocating homes on the new estate, the council will take residents' preferences into account where possible, such as allocations on lower floors or close to existing neighbours. However, the council is not able to guarantee meeting all individual household preferences.

Age restricted housing, including bungalows

Hillingdon Council has several properties away from the estate that are designated for older residents. If you are aged 60 or over you may be eligible for one of our **bungalows**, subject to availability, and if you are aged 55 or over you may be eligible for one of the specialist flats. **If you are interested in this option**, we will help you to bid for these properties through the Choice Based Lettings system. Tenants from the estate will have **priority banding** on the system.

'Split' households

In some instances, the council may consider providing **two separate homes** for households that are willing to split in return for trading down in property size.

For example, a household due to be moved with an adult child may consider applying for a split into separate households to be allocated 2 x 1 bedroomed flats.

Social rents

Existing secure council tenants on Avondale Drive Estate who move to one of the new properties on site will remain council tenants with a secure tenancy and be charged the formula social rent appropriate to that new home.

Tenants choosing to move off the estate will pay the rent as set out on the Choice Based Letting system for that particular property.

HOUSING ASSOCIATION ASSURED TENANTS

This offer applies to housing association tenants with an assured tenancy.

You will have a right to a home on the new estate or, if you prefer, you can choose to move to other council or housing association properties in the borough instead.

Your choice of new home

The redevelopment will take place in phases and as it comes close to your move date you will be able to choose from either:

- a. Your choice of permanent council or housing association property off the estate or
- b. A permanent move to a new council home that we build for you on the new estate

If there are sufficient properties in a new build phase, we will be able to offer you a choice of properties on the estate.

We will facilitate off-site moves by giving you priority banding on the council's Choice Based Letting system six months before your move. You will be able to bid for properties that you are interested in across the borough and, if you need us to, council officers will help you to use the system.

Importantly, unless you choose to move to another housing association home using Choice Based Letting, you will change landlord and become a council tenant.

Moving temporarily if necessary

Most tenants will only have to move once but some tenants, particularly those living in phase one, will have to move temporarily while we build a home for them on the site. A household that is required to move temporarily will have a guaranteed right to return. We will make sure that temporary moves affect as few households as possible and minimise the length of any short-term stay.

Homeloss payment

Assured tenants who have lived in their home for more than 12 months will be entitled to a statutory homeloss payment of **£6,500 per household**. This figure is set by the government and reviewed every year.

This is payable whether you move to one of the new properties on the estate or choose to move off the estate. If you are in arrears when you move to the new property, your landlord will be able to deduct the arrears from your compensation.



Help with moving

In addition to the compensation, the council will cover the reasonable costs of moving. This can include:

- Disconnection and reconnection of white goods
- Telephone/satellite tv/broadband reconnection
- Redirection of mail
- Removal costs

To make moving day run more smoothly you will have a dedicated decant officer assigned to you and the council will organise removals for you using a reputable company. You will be given plenty of notice of your move day and packing boxes will be delivered well in advance so that you have time to prepare. Additionally, in most cases we will be able to organise a viewing of your allocated new build property in advance so that you can measure up etc.

Tenants will be supported with their move whether they are moving to a new home being built as part of the new development or moving away from the estate. If you need to move twice your removal costs will be paid twice.

Extra help for those that need it

Vulnerable residents that need additional support will receive further help with the practical arrangements for moving including a packing service.

Housing that fits your needs

The council will make sure that you are allocated a home that fits your housing need which is assessed in line with the council's Social Housing Allocation Policy and Local Lettings Policy. To do this a dedicated decant officer will meet with you six to nine months before your move (virtually or in person) and carry out a full housing needs assessment of your household's individual requirements.

Overcrowded households will be allocated a larger home

Households that are overcrowded will be rehoused in a larger home that fits their housing need, in accordance with our policy.

Under-occupiers can choose to keep one extra bedroom

Assured tenants currently living in a property with more rooms than their housing need are 'under-occupying'. If this applies to your household, you will be able to keep one extra bedroom above your housing need when you move, if that is your preference.

For example, if you are a single person or couple currently living in a two bedroomed flat you would ordinarily be offered a one bedroomed flat, but because you are already under-occupying you will be able to move into a two bedroomed flat if you wish.

Alternatively, you can choose to be allocated to a home that fits your housing need exactly and be offered further compensation, on top of the £6,500 homeloss payment, of **an additional £1,500 - £2,500**, depending on how large your current property is.

Tenants needing adaptations

In assessing housing needs, the council will also take into account a tenant's requirements in terms of any adaptations needed, for instance where there are mobility issues and adaptations are recommended by the occupational therapist.

In exceptional cases where your housing need cannot be accommodated on site this will be looked at on a case-by-case basis.



Tenant preferences

In allocating homes on the new estate, the council will take residents' preferences into account where possible, such as allocations on lower floors or close to existing neighbours. However, the council is not able to guarantee meeting all individual household preferences.

Age restricted housing, including bungalows

Hillingdon Council has several properties away from the estate that are designated for older residents. If you are aged 60 or over you may be eligible for one of our **bungalows**, subject to availability, and if you are aged 55 or over you may be eligible for one of the specialist flats. **If you are interested in this option**, we will help you to bid for these properties through the Choice Based Lettings system. Tenants from the estate will have **priority banding** on the system.

'Split' households

In some instances, the council may consider providing **two separate homes** for households that are willing to split in return for trading down in property size.

For example, a household due to be moved with an adult child may consider applying for a split into separate households to be allocated 2 x 1 bedroomed flats.

Social rents

Existing housing association Assured Tenants on Avondale Drive Estate who move to one of the new council properties on site will be given a secure tenancy and be charged the formula social rent appropriate to that new home.

Tenants choosing to move off the estate will pay the rent as set out on the Choice Based Letting system for that particular property.

Housing association tenants on Assured Shorthold Tenancies or Licences

You may be a housing association tenant on an Assured Shorthold Tenancy or Licence. If you have been provided the accommodation as part of an ongoing homelessness duty by Hillingdon Council, and you have been living on the estate for more than one year, **you will be offered a new council home for rent on the new estate** that meets your housing need. Please see section 'TENANTS IN TEMPORARY ACCOMMODATION PROVIDED BY THE COUNCIL' for more details regarding this.

If the accommodation has been provided directly by the housing association or by another council then Hillingdon Council has no formal statutory duty to rehouse residents affected by the redevelopment, but it will work with your landlord to make sure you can move to suitable alternative accommodation. See the Private Renters offer for details of how the council can help.

If you are a temporary tenant who has also been on the council's housing register for more than a year when the Landlord Offer is issued you will get a vote in the ballot.

If the redevelopment goes ahead, the council intends to build a large number of additional council homes on the estate in addition to re-providing homes for the current council tenants. If you are on the housing register and using the Choice Based Letting system this should mean there will be more homes to bid for in the future.

RESIDENT LEASEHOLDERS

The council will need to buy back all leasehold homes, over time, to allow the redevelopment to take place. The council understands that this might be unsettling for you but wants to reassure leaseholders that it will provide a fair deal, and timely information, including plenty of notice of any key dates that need to be planned for. There will also be affordable options to stay on the new estate if you wish.

Compensation

The council will pay leaseholders compensation on top of the market value of their property, in line with the statutory requirements, as set out below.

If you are a **resident leaseholder**, that is a leaseholder who has been resident in the property for more than 12 months when it is bought back:

1. you will be entitled to the **full market value** of your property **plus a homeloss payment which is set at 10%** of the value of your home, subject to a maximum of £65,000. The maximum amount is set by the government on an annual basis every October.
2. the council will also pay for other **reasonable costs that you incur when moving home**. These are known as 'disturbance costs' and might include:
 - Surveyor's fees
 - Legal fees in connection with the sale of your property to the council
 - Legal fees incurred in connection with the purchase of the home that you move to
 - Stamp Duty Land Tax (SDLT) payable on the purchase of the new home, up to the amount that would be payable on an equivalent home
 - Removal costs

- The costs of any fixtures and fittings or electrical items which cannot be moved and it is reasonable to replace
- Costs transferring utilities/ mortgage etc

If you are a **non-resident leaseholder**, that is a leaseholder that has not been resident for 12 months before it is bought back, you will be entitled to the full market value for your property and a basic loss compensation payment of 7.5% of the value.

Purchase by agreement

The council will instruct an independent qualified surveyor, who is a member of the Royal Institution of Chartered Surveyors (RICS) to prepare a valuation of your home. Typically, the council will start the process of buying back your property approximately 18 months before the redevelopment of your block begins or earlier in certain circumstances (see section 'Flexibility of timing of buy backs' below).

The council's valuer will visit to inspect the property at a time to suit you and you will be contacted in advance to ensure that the visit is COVID-secure. The valuer will take into account the internal condition and any internal improvements to the property such as new bathrooms and kitchens. You will then receive a written offer from the council. If you disagree with its valuation the council will reimburse you for the reasonable costs of appointing your own independent RICS valuer to get a second opinion.

The council's objective is to purchase leasehold property by agreement where possible and will work with leaseholders to find a solution that is mutually acceptable. However, if residents vote in favour of redevelopment, the council may pursue compulsory purchase powers to use as a fall back to ensure that the new development can be achieved.

Affordable options for resident leaseholders to stay on the estate

Many leaseholders will wish to make their own arrangements when they have agreed a valuation for their existing home and simply purchase a replacement property on the open market in the borough or elsewhere.

However, the council would like resident leaseholders to be able to remain on the estate and move into one of the new properties if they wish. The council will provide assistance in the form of shared equity or shared ownership properties for those current resident leaseholders who would otherwise find it difficult to buy one of the new properties outright.

Shared Equity and Shared Ownership options

Where the value of your existing home is less than the value of a similarly sized new home on the estate, as a resident leaseholder you will still have the opportunity to buy a new home on a **shared equity** basis. This is where a resident re-invests the value of their current home, plus any homeloss payment, into one of the new properties and the council invests the balance. You will not pay any rent on the council's share. The council receives the value of its share when you sell the property, based on the value of the property at the time.

Should a change in financial circumstances mean that a resident leaseholder is unable to re-invest the full value of their current flat the council may offer the alternative option of **shared ownership**. This will mean a resident can invest a smaller percentage, to a minimum of 25%, but this does mean that the council will need to charge a standard shared ownership rent on its share.

In exceptional cases, the council will consider offering council tenancies to eligible leaseholders, particularly in the case of vulnerable residents.



Flexibility on timing of buy backs

Any redevelopment of the estate will be phased over a number of years. The council intends to purchase leasehold properties in phase one during the summer of 2021, and so if you are in this phase, discussions about your sale will begin soon after the ballot result if there is a 'YES' vote. If you are in a later phase, there is no urgency for the council to complete a purchase on your property and the council will approach you to purchase approximately 18 months before it is needed.

However, **if you are a resident leaseholder** in a later phase who wants to sell your property in 2021, the council will agree to that request and will move to complete the purchase as quickly as the valuation and legal process will allow, if that is your preference.

TENANTS IN TEMPORARY ACCOMMODATION PROVIDED BY THE COUNCIL

If you are a temporary accommodation tenant, that is a tenant who has been provided the accommodation as part of an ongoing homelessness duty with the council, we will help you to move to suitable alternative accommodation that fits your housing need and will always act fairly and in line with good practice.

Temporary accommodation tenants who have been on the housing register for more than a year are eligible to vote in the ballot.

The council understands that this can be an unsettling time but wants to reassure you that it will provide regular, open, transparent, and timely information to residents including plenty of notice about the programme and any key dates that need to be planned for. The council will redevelop the estate in phases, so most residents will not need to move out immediately.

Temporary Accommodation residents living on estate for more than one year.

If the redevelopment goes ahead, the council intends to build a large number of additional council homes on the estate, in addition to re-providing homes for the current council tenants. If you are in temporary accommodation and you have lived **on the estate for more than a year** before the date that this Landlord Offer is published, **you will be offered a new council home for rent on the new estate**, that meets your housing need.

This offer is not open to lodgers or residents who are not considered to be part of the tenants' household. You will be assessed for



a property that fits your housing needs in line with the council's Social Housing Allocation Policy.

As a temporary tenant you will become a new council tenant on Avondale Drive Estate and you will be allocated a property let at the 'London Affordable Rent' appropriate to that new home. You will be provided with an introductory tenancy for 12 months and once this period completes, and if there are no issues with your tenancy during the trial period, this will become a five-year fixed tenancy.

To make the moving day run more smoothly you will have a dedicated decant officer assigned to you and **the council will organise removals** for you using a reputable company. You will be given plenty notice of your move day so that you have time to prepare.



An opportunity for a new home on the estate for residents in Temporary Accommodation

If you choose to move off the estate, you will be given **priority banding** on the council's Choice Based Letting system six months before your move. You will be able to bid for properties that you are interested in across the borough.

Temporary accommodation tenants will be supported with their move whether they are moving to a new home being built on the new development or moving away from the estate.

Help for temporary council tenants living on the estate less than a year

The council is committed to offering continued support to residents living on the estate for less than a year to find a replacement home.

Therefore, the council will:

- assign a case worker to you to relocate you to alternative accommodation in the borough
- provide a tailored housing advice service to explain accommodation options
- commit to an ongoing communication process, so that affected tenants will know which phase they are in and the likely date that their property will be needed for redevelopment, so they will have a lot of time to plan their move

It will be some time before anyone needs to move but if you would like to discuss your individual situation and understand how we might be able to help you in the future, please phone the Homeless Prevention Team on 01895 556 666.

PRIVATE RENTERS

If residents vote 'YES', and the council approves the redevelopment proposal, the council will buy back homes that are privately owned on the estate so that the existing buildings can be demolished, and new homes built. This means that private landlords will need to ask their tenants to move out of their homes before the council buys them back.

The council understands that this can be an unsettling time but wants to reassure you that it will provide regular, open, transparent, and timely information to landlords and their tenants, including plenty of notice about the programme and any key dates that need to be planned for. We will act fairly in line with good practice.

The council will redevelop the estate in phases, so most residents will not need to move out immediately. In most cases, the council will buy back before the phase of development is about to begin however this could be earlier if your landlord decides to sell their property back to the council earlier.

This allows the landlord to give you two months' notice when they need you to vacate. If you are a private tenant, you are likely to be renting on an Assured Shorthold Tenancy.

If you are a private renter who has been on the council's housing register for more than one year when this Landlord Offer was issued you will be eligible to vote in the ballot.

Help for private tenants to find alternative accommodation

Many private tenants will manage to arrange alternative accommodation in their notice period, but we are aware that some tenants may find this challenging for various reasons.

The council is committed to offering relevant support and practical advice to enable affected tenants to find a replacement home. Therefore, the council will:

- assist private tenants through the Homelessness Prevention Service in order to find alternative and affordable private rented accommodation
- provide a tailored housing advice service to explain alternative accommodation options such as shared ownership or Help to Buy properties.
- support affected tenants by signposting local letting agencies, liaising with agencies and landlords, helping households to complete applications, and advising on benefit entitlements
- commit to an ongoing communication process so that private tenants will know which phase they are in and the likely date that their property will be needed so they will have a lot of time to plan their move

Subject to eligibility, the council may also be able to provide financial assistance to cover:

- a **tenancy deposit**,
- the **first month's rent** and
- reasonable **removal costs**.

It will be some time before anyone needs to move but if you would like to discuss your individual situation and understand how we might be able to help you in the future, please phone the Homeless Prevention Team on 01895 556 666.

Private tenants on the council's housing register

The council is conscious that there are some private renters on the estate that are on the council's housing register and that they have been actively bidding for some time.

If the redevelopment goes ahead, the council intends to build a number of additional council homes on the estate, in addition to re-providing homes for the current council tenants. If you are on the housing register and using the Choice Based Letting system this should mean there will be more homes to bid for in the future.

If you wish to discuss your individual circumstances and banding please contact the Homeless Prevention Team on 01895 556 666.

Households on Band A and B on the housing register

In the interests of providing housing for those in the highest demonstrable housing need, while at the same time recognising the need to support sustainable communities, the council will **reserve** additional new council properties being built for those households on Band A and B who already live on the estate. This means that where there are surplus new homes in a phase, that meet your requirements, you will be given **priority** to bid for the homes, ahead of Band A and B households from elsewhere in the borough.

This will only apply to private residents who are in Band A or B on the council's housing register and have been on the housing register and living on the estate for more than one year prior to the publication of the Landlord Offer.

This offer is not open to lodgers or residents who are not considered to be part of the tenants' household. You will be assessed for



a property that fits your housing needs in line with the council's Social Housing Allocation Policy.

If you would prefer to move off the estate at that point, you will be given **priority banding** on the council's Choice Based Letting system six months before your move. You will be able to bid for properties that you are interested in across the borough.

As a private renter becoming a new council tenant on Avondale Drive Estate you will be charged the 'London Affordable Rent' appropriate to that new home. You will be provided with an introductory tenancy for 12 months and once this period completes, and if there are no issues with your tenancy during the trial period, this will become a five-year fixed tenancy. If you choose to move off the estate, you will pay the rent as set out on the Choice Based Letting system for that particular property.

The council will not need your landlord to provide vacant possession of your current property until it is needed in the phased programme. However if your landlord chooses to sell their property back to the council earlier than planned, you will be provided with **high priority banding to bid for alternative accommodation** away from the estate.

THE BALLOT

Who runs the ballot?

If you're eligible to vote, you'll receive your ballot paper directly from Civica Election Services (CES), formerly known as Electoral Reform Services (ERS).

CES is an independent company with over 100 years' experience of administering ballots and are the UK's leading provider of election services.

They are approved by the Mayor of London to collect, audit and count the votes.

Who can vote?

The ballot is open to ALL RESIDENTS aged 16 and above as long as they fall into one or more of the following criteria:

- Council tenants named on a tenancy agreement who have lived on the estate for at least 12 months before 14 April 2021
- Housing Association tenants named on a tenancy agreement who have lived on the estate for at least 12 months before 14 April 2021
- Housing Association shared owners who have lived on the estate for at least 12 months before 14 April 2021
- Resident homeowners named on the lease who have lived on the estate for at least 12 months before 14 April 2021
- Anyone who has been an applicant on the council housing register for at least 12 months before 14 April 2021 and whose principal (main) home is on the estate

Voting eligibility is set out by the Greater London Authority (GLA).

The question you will be asked to vote on is:

ARE YOU IN FAVOUR OF THE REDEVELOPMENT PROPOSALS FOR AVONDALE DRIVE ESTATE?

What a 'YES' vote means

If the majority of residents who vote in the ballot vote 'YES', we will be able to go ahead with our plans to redevelop Avondale Drive Estate.

We will build brand new homes which are the right size, with terraces or balconies and the new neighbourhood will be designed to reduce antisocial behaviour and crime.

A 'YES' vote means that we can access funding to help make all of this possible.

What a 'NO' vote means

If the majority of residents who vote in the ballot vote 'NO', we won't be able to go ahead with our plans to redevelop Avondale Drive Estate.

We will continue to meet the repair obligations expected of us as a landlord but we would miss the opportunity to address the significant issues on the estate.

If there is a 'NO' vote, the homes on the Avondale Drive Estate will be included in the council's boroughwide housing improvement programme.

When these improvements might happen will depend on the amount of money available each year and the condition of other homes in Hillingdon.

If you have the right to vote, make sure you use it

How do I vote?

- **By post**
Return your ballot paper in a pre-paid envelope
- **Online**
Vote online using a unique code
- **Telephone**
Vote by telephone using a unique code.



Your ballot paper will be posted 1st class on Wednesday 28 April 2021 and look something like the picture above.

You will have three weeks to cast your vote and can vote as soon as your ballot paper arrives.

You have until 5pm on Friday 21 May 2021 to cast your vote. Any votes received by CES after the deadline will not be counted.

If you choose to vote by post, please allow enough time for your ballot paper to arrive.

What to do if you don't receive your ballot paper or if you are away

If your ballot paper doesn't arrive, or if you would like more information about voting, you can call CES on 020 8889 9203 or make an enquiry online at support@cesvotes.com.

The result of the ballot

The result of the ballot will determine the future of your estate.

There is no minimum turnout needed. 'YES' or 'NO', whichever gets the most votes will win; it's as simple as that.

The redevelopment will only go ahead if the majority of residents vote 'YES' in the Residents Ballot. This is why it's so important that you use your vote.

What happens next

CES will post an official confirmation letter to announce the result.

This will be approximately one week after the close of voting on 21 May 2021.

We will also post the result on the council's website.

If the result of the ballot is 'YES', there will be planning applications and further discussions with residents.

Planning permission will mean that building should start in 2022. We are then aiming to have the first new homes ready to move into in 2024.

Keeping you involved

If there is a majority 'YES' vote from residents, we'll continue to hold engagement activities and drop-in sessions for you. We will also continue our newsletters and website updates to share the latest information on what is happening.



Contact us

If you have any further questions please do get in touch with us or visit our website

www.hillingdon.gov.uk/avondale-estate

0800 994 9323 (Freephone)

07881 897 306 (WhatsApp)

You can also contact your Independent Tenant and Leaseholder Advisor PPCR on

0800 317 066

info@ppcr.org.uk

Artists' impression looking along Avondale Drive illustrating how the new estate might look like

Avondale Drive Estate

Right to Return Statement (September 2022)



At Avondale Drive Estate, there are 121 existing affordable units on site currently consisting of 116 affordable / social rented units and 5 housing association rented units (as set out at Table 1 of the submitted Development Specification Statement). The proposed development will re-provide 117 Social Rent Replacement homes (as set out at Table 7 of the submitted Development Specification Statement).

As set out in the Landlord Offer of April 2021, all secure council tenants and assured housing association residents will have the right to return/remain on the new estate in line with GLA requirements, as set out in Chapter 4, Part II of the Mayor's Good Practice Guide to Estate Regeneration; Better Homes for Local People (2018), on social rents.

They are also entitled to be allocated accommodation that is the right size for their household need, meaning that for instance those who are overcrowded will be allocated a larger home. A household where the resident is under-occupying can have a property that is one bedroom higher than their housing need if they want that. Tenants also get a package of help with moving (including removals etc) and compensation of £7,100 in line with the CPO compensation code. Residents also have the opportunity to move away from the estate using the choice based letting scheme but this is a tenant choice.

There is also an offer for the small number of tenants in temporary accommodation living in some of the council owned homes, who have lived on the estate for more than a year, as detailed in the Landlord Offer.

In order to make sure that they can also stay in the area, all resident leaseholders are entitled to a shared equity offer to make buying one of the new homes on site affordable for them. In accordance with the compensation code leaseholders are entitled to the full market value of their home plus 10% and reasonable costs. This forms their equity share of the shared equity home and the council retains the remaining equity, charging no rent on it.

The proposed development will provide 117 social rent replacement homes in total but the **overall floorspace area of proposed social rent replacement homes is greater than the existing floorspace** as there are more larger homes (as set out at Table 7 of the submitted Development Specification Statement). There will therefore be equivalent plus an "uplift" in the amount of affordable floorspace when compared to the existing and there will be no shortfall in homes for existing residents wishing to use their right to return as within the 121 existing affordable homes, 19 households have confirmed that they would prefer to move permanently from the estate and therefore will not be exercising their right to return.

APPENDIX 7

AFFORDABLE HOMES CAP EXAMPLE

A worked-up estimate of the net additional homes cap is provided below:

1. The maximum number of homes in the Development across the Site is 240
2. This 240 home figure is made up of:

2.1. 117 Social / Affordable Rent Replacement homes,

2.2 123 Additional New Homes (Private)

50% of 123 (see 2.2 above) = 61.5 affordable homes (net).

This totals a cap of 178.5 affordable homes, being made up of 61.5 + 117 (see 2.1).

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

AUTHORISED OFFICER.....

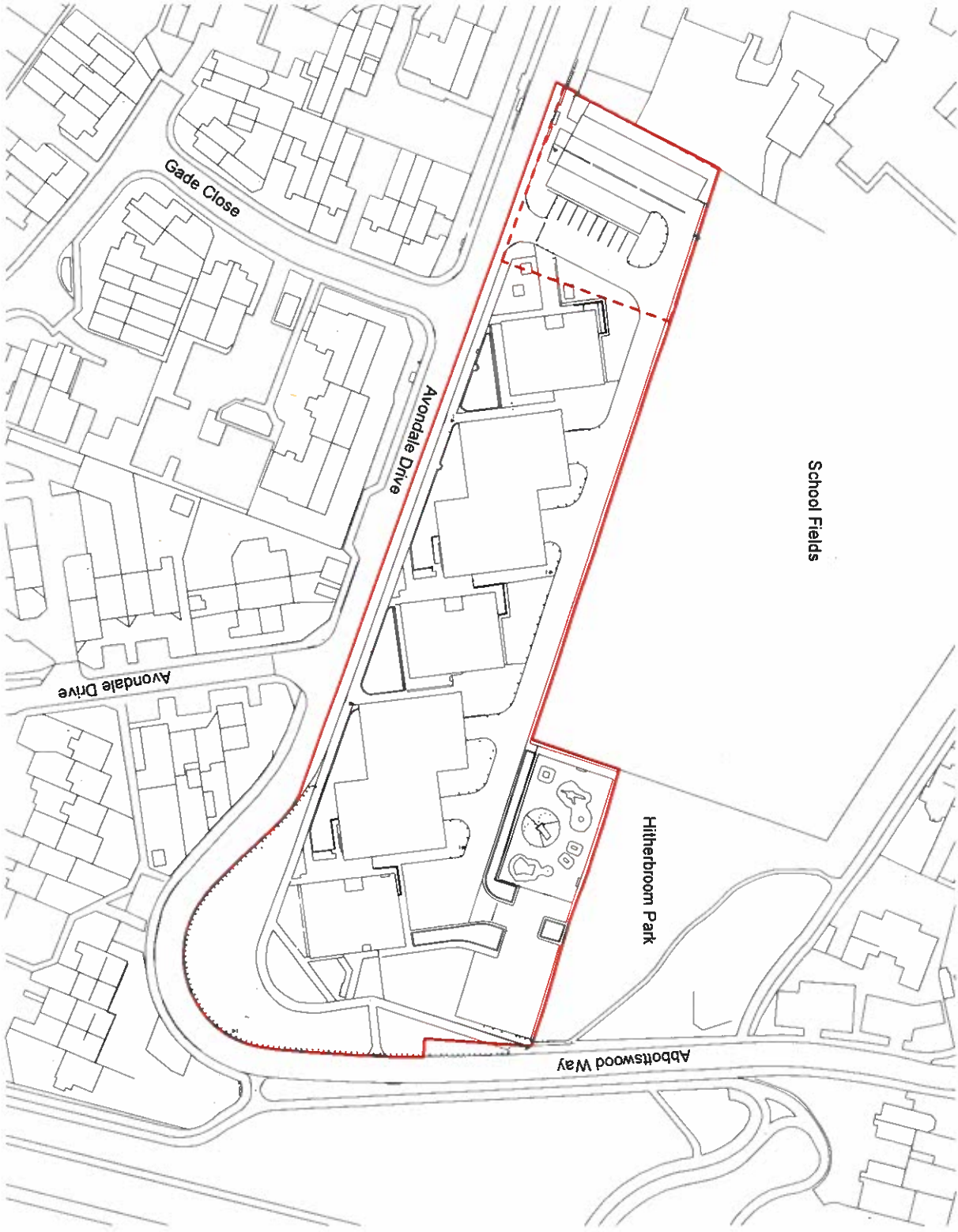
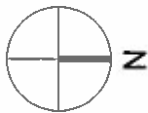
[] acting by:-

DIRECTOR/SECRETARY.....

Appendix Four – Plan

GENERAL NOTES
This drawing is © 2019 PTE architects.
Use figured dimensions only. **DO NOT SCALE.**
All dimensions are in millimetres unless noted otherwise.

This drawing must be read in conjunction with all other relevant drawings and specifications from the Architect and other consultants.
If in doubt, ask.



- Red Line for Hybrid Planning Application
- Phase 1A Definition Red Line as part of Hybrid Planning Application

rev	date	description	drawn	checked
C4	14.09.22	Planning Redline adjusted in north east corner of site	EB	LB
C3	13.12.21	PLANNING ISSUE	NG	LB

PLANNING

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@ptearchitects
www.pollardthomasedwards.co.uk

**Pollard
Thomas
Edwards**

project	job no.	drawn	scale	date completed
Avondale Drive Estate	19-100 EB	1 : 1250@A3		Dec 21
drawing title	drawing number	revision	scale	date
Red Line Site Location Plan	AVD- PTE- ZZ-XX-DR-A-10004			
				C4 S2

Appendix Five – CPO Interests

**LONDON BOROUGH OF HILLINGDON (AVONDALE DRIVE)
COMPULSORY PURCHASE ORDER 2021**

**THE TOWN AND COUNTRY PLANNING ACT 1990
THE ACQUISITION OF LAND ACT 1981**

The London Borough of Hillingdon (in this order called "the Acquiring Authority") makes the following order:

- 1 Subject to the provisions of this order, the Acquiring Authority is under Section 226(1)(a) of the Town and Country Planning Act 1990 hereby authorised to purchase compulsorily the land described in paragraph 2 for the purposes of facilitating the carrying out of development, redevelopment and improvement on or in relation to such land consisting of a regeneration scheme comprising provision of residential units, associated amenity space, open space and landscaping and new infrastructure which will contribute to the promotion and improvement of the economic, social and environmental well-being of the Acquiring Authority's area.
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown edged red and coloured pink on a map prepared in duplicate, sealed with the common seal of the Acquiring Authority and marked "Map referred to in the London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021".

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 1

Number on Map	Extent, Description and Situation of the Land	Qualifying persons under section 12(2)(a) of the Acquisition of Land Act 1981 – Name and Address			
		Owners or Reputed Owners	Lessees or Reputed Lessees	Tenants or Reputed Tenants	Occupiers
1	All interests in approximately 1357 square metres of car park, public footway and grassed area (Avondale Drive, Hayes, UB3 3PN) except those owned by the Acquiring Authority (NGL7993 - Freehold)	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	-	-	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW
2	All interests in approximately 7847 square metres of accessway, car parks, grassed areas, public footways and communal areas (Avondale Drive, Hayes, UB3 3PN) except those owned by the Acquiring Authority (MX474380 - Freehold)	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	-	-	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 1

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SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 1

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SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 1

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		Owners or Reputed Owners	Lessees or Reputed Lessees	Tenants or Reputed Tenants	Occupiers
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SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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		Owners or Reputed Owners	Lessees or Reputed Lessees	Tenants or Reputed Tenants	Occupiers
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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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		Owners or Reputed Owners	Lessees or Reputed Lessees	Tenants or Reputed Tenants	Occupiers
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3 (cont'd)					[REDACTED]

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3 (cont'd)					

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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5	All interests in approximately 306 square metres of residential premises and electricity substation (1 to 48 Wellings House, 236 Avondale Drive, Hayes, UB3 3PN) except those owned by the Acquiring Authority (MX474380 - Freehold) (AGL109325 - Leasehold) (AGL128168 - Leasehold) (AGL137245 - Leasehold) (AGL202502 - Leasehold) (AGL202510 - Leasehold) (AGL350389 - Leasehold) (AGL3889 - Leasehold) (AGL395979 - Leasehold) (AGL456598 - Leasehold) (AGL79769 - Leasehold)	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	██████████████████ ██████████████████ ██████████ ██████████ ██████████████████ ██████████████████ ██████████ ██████████████████ ██████████ ██████████████████ ██████████ ██████████████████ ██████████ ██████████████████ ██████████		██████████████████ ██████████████████ ██████████████████ ██████████ ██████████ ██████████████████ ██████████ ██████████████████ ██████████ ██████████████████ ██████████ ██████████████████ ██████████ ██████████████████ ██████████ ██████████████████ ██████████ ██████████████████ ██████████ ██████████████████ ██████████

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5 (cont'd)			██████████ ██████████████████ ██████████ ██████████ ██████████████████████████████ ██████████		██████████ ██████████████████ ████████████████████ ██████████ ██████████ ██████████████████████████████ ██████████
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SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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5 (cont'd)			[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]		[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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5 (cont'd)					[REDACTED]

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 1

[illegible]

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 1

[illegible]

SCHEDULE

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SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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		Owners or Reputed Owners	Lessees or Reputed Lessees	Tenants or Reputed Tenants	Occupiers
5 (cont'd)					
6	All interests in approximately 519 square metres of public highways and footways (Avondale Drive and Abbotswood Way) except those owned by the Acquiring Authority <i>(NGL560353 – Freehold)</i>	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW <i>(as highway authority)</i>	-	-	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW <i>(as highway authority)</i>

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

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		Owners or Reputed Owners	Lessees or Reputed Lessees	Tenants or Reputed Tenants	Occupiers
7	All interests in approximately 168 square metres of grassed area; north of Avondale Drive and south of Wellings House except those owned by the Acquiring Authority (MX125584 - Freehold)	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	-	-	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW
8	All interests in approximately 558 square metres of public highway and footway (Avondale Drive) except those owned by the Acquiring Authority (Unregistered)	Unregistered / Unknown London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW (as highway authority and in respect of subsoil to half width of public highway) [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	-	-	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW (as highway authority)

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 2 - Mortgagees, chargees and other third party beneficiaries

Number on Map	Other Qualifying Persons under Section 12(2A)(a) of the Acquisition of Land Act 1981		Other Qualifying Persons under Section 12(2A)(b) of the Acquisition of Land Act 1981 – Not otherwise shown in Tables 1 and 2	
	Name and Address	Description of Interest to be Acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
3	Brent Council Brent Civic Centre Engineers Way Wembley HA9 0FJ	in respect of registered charge dated 29 May 2018 on title AGL145486		
	National Westminster Bank plc 250 Bishopsgate London EC2M 3UR (Co. Reg. 00929027)	in respect of registered charge dated 15 September 2014 on title AGL324396		
	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	in respect of a restriction on disposition on title AGL181602, AGL202522, AGL286959, AGL319265 and AGL324396		
4	Barclays Bank plc 1 Churchill Place London E14 5HP (Co. Reg. 00048839)	in respect of registered charge dated 13 January 2016 on title AGL48468		

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 2 - Mortgagees, chargees and other third party beneficiaries

Number on Map	Other Qualifying Persons under Section 12(2A)(a) of the Acquisition of Land Act 1981		Other Qualifying Persons under Section 12(2A)(b) of the Acquisition of Land Act 1981 – Not otherwise shown in Tables 1 and 2	
	Name and Address	Description of Interest to be Acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
4 (cont'd)	London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	in respect of a restriction on disposition on title AGL135658, AGL315029 and AGL355279		
5	Nationwide Building Society Nationwide House Pipers Way Swindon SN38 1NW (Co. Reg. 355B) Brent Council Brent Civic Centre Engineers Way Wembley HA9 0FJ Together Personal Finance Limited Lake View Lakeside Cheadle SK8 3GW (Co. Reg. 02613335)	in respect of registered charge dated 18 October 2007 on title AGL109325 in respect of registered charge dated 29 May 2018 on title AGL137245 in respect of a registered charge dated 17 December 2012 on title AGL3889		

SCHEDULE

London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

Table 2 - Mortgagees, chargees and other third party beneficiaries

Number on Map	Other Qualifying Persons under Section 12(2A)(a) of the Acquisition of Land Act 1981		Other Qualifying Persons under Section 12(2A)(b) of the Acquisition of Land Act 1981 – Not otherwise shown in Tables 1 and 2	
	Name and Address	Description of Interest to be Acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
5 (cont'd)	National Westminster Bank plc 250 Bishopsgate London EC2M 3UR (Co. Reg. 00929027) London Borough of Hillingdon Civic Centre High Street Uxbridge UB8 1UW	in respect of registered charge dated 9 August 2019 on title AGL86498 in respect of a restriction on disposition on title AGL202502, AGL202510 and AGL350389		
6	Affinity Water Limited Tamblin Way Hatfield AL10 9EZ (Co. Reg. 02546950)	in respect of rights to lay water mains in an Agreement dated 14 January 1987 on title NGL560353		

SCHEDULE

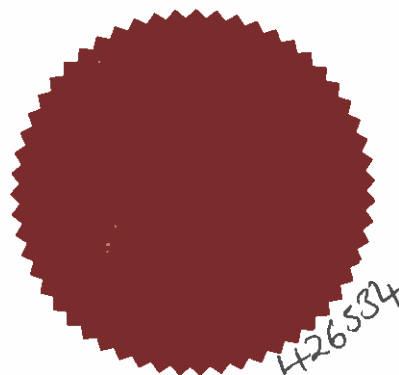
London Borough of Hillingdon (Avondale Drive) Compulsory Purchase Order 2021

General Entries Register

Name and Address	Capacity	Qualification
Cadent Gas Limited Ashbrook Court Prologis Park Central Boulevard Keresley End CV7 8PE	As statutory gas distribution and transmission undertaker	In respect of gas mains, pipes and associated apparatus
EXA Infrastructure Third Floor New Castle House Castle Boulevard Nottingham NG7 1FT	As licensed telecommunications operator	In respect of telecommunications facilities
Scottish and Southern Energy Power Distribution Limited Inveralmond House 200 Dunkeld Road Perth PH1 3AQ	As statutory electricity undertaker	In respect of electricity transmission lines, cables, conduits and apparatus
Southern Electric Power Distribution plc No.1 Forbury Place 43 Forbury Road Reading RG1 3JH	As statutory electricity undertaker	In respect of electricity transmission lines, cables, conduits and apparatus

Dated this 22 day of November 2021

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



426534

DA Garrow
MEMBER OF THE COUNCIL

R. G. G.

AUTHORISED OFFICER

THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH OF
HILLINGDON HEREBY CONFIRMS

THIS ORDER

Alan Chapman

MEMBER OF THE COUNCIL

[Signature]

AUTHORISED OFFICER

DATED THIS 22nd DAY OF MARCH 2022



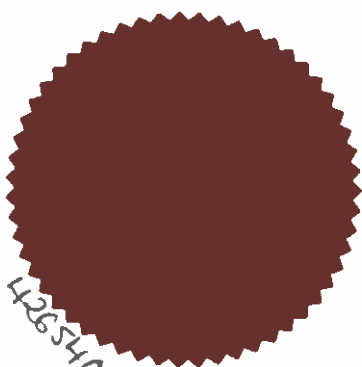
426775

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

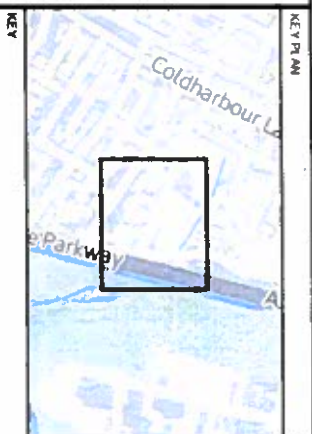
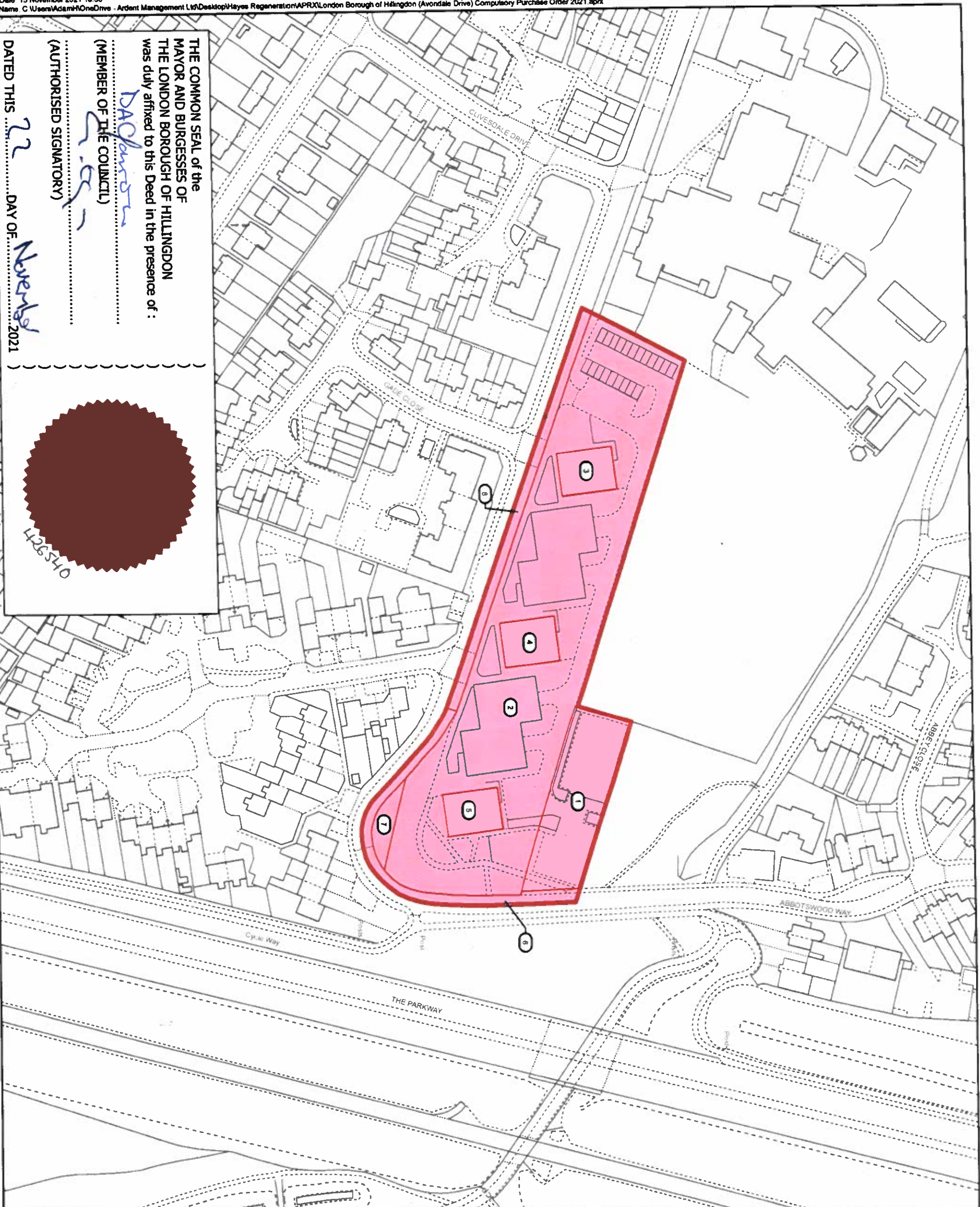
(MEMBER OF THE COUNCIL)

(AUTHORISED SIGNATORY)

DATED THIS DAY OF 2021



426540



Order Boundary

Land to be Acquired

Land to be Acquired

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Case 1

HILLINGDON



HAYES REGENERATION

MAP REFERRED TO IN THE LONDON BOROUGH OF
MILBURN (AVONDALE DRIVE) COMPULSORY
PURCHASE ORDER 2021

FINAL

Case	1-1750-3A3	Spinal Reference System	British Medical Co.
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9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
Organ By										Checked By										App used By																																																																							

063-ARD-HR-AVONDALE DRIVE

The Government is not to be used in order to ... that there be no organized resistance and ... for which it will prepare and be asked

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

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

Member of the Council: *Peter J. Marshall*

Authorised Officer: *Th*



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

Member of the Council: *Peter J. Marshall*

Authorised Officer: *P. J. Marshall*

