

30th November
STUART ANDREW GILLARD

2023

and

CARL SCOTT GILLARD

and

DARREN DAVID GILLARD
and**PAULINE GETHIN GILLARD**
and**BANK OF SCOTLAND PLC**

and

FLEET MORTGAGES LIMITED

and

THE MORTGAGE WORKS (UK) PLC

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

14-18 PIELD HEATH ROAD

AND 2 PIELD HEATH AVENUE

PIELD HEATH

UXBRIDGE

HILLINGDON

UB8 3N

PLANNING APPLICATION NUMBER: 76760/APP/2022/1889

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: JA/3E/04/021398

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

30th November 2023

1. **STUART ANDREW GILLARD** and **CARL SCOTT GILLARD** of 2 Pield Heath Avenue, Uxbridge UB8 3PB ("the First Owner"); and
2. **DARREN DAVID GILLARD** of 14 Pield Heath Road, Uxbridge UB8 3NF and of Middle Barn, Savay Lane, Denham UB9 5NJ ("the Second Owner"); and
3. **STUART ANDREW GILLARD** of 18 Pield Heath Road, Hillingdon, Middlesex UB8 3NF ("the Third Owner"); and
4. **PAULINE GETHIN GILLARD** of 18 Pield Heath Road, Hillingdon, Middlesex UB8 3NF ("the Forth Owner"); and
5. **BANK OF SCOTLAND PLC** (Scot. Co. Regn. No. SC327000) w of Birmingham Midshires Division, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ ("the First Mortgagee"); and
6. **FLEET MORTGAGES LIMITED** (Co. Regn. No. 8663979) of 2nd Floor, Flagship House, Reading Road North, Fleet, Hampshire GU51 4WP ("the Second Mortgagee"); and
7. **THE MORTGAGE WORKS (UK) PLC** (Co. Regn. No. 2222856) of Nationwide House, Pipers Way, Swindon SN38 1NW ("the Third Mortgagee"); and
8. **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 First Owner has a freehold interest in that part of the Land registered under Title No MX114524 at the Land Registry and is subject to a charge dated 5th December 2017 between the First Owner and the First Mortgagee
- C The Second Owner has a freehold interest in that part of the Land registered under Title No MX232105 at the Land Registry and is subject to a charge dated 28th November 2018 between the Second Owner and the Second Mortgagee
- D The Third Owner has a freehold interest in that part of the Land registered under Title No NGL515008 at the Land Registry and is subject to a charge dated 30th March 2012 between the Third Owner and the Third Mortgagee

- E The Fourth Owner has a freehold interest in that part of the Land registered under Title No NGL96512 at the Land Registry and is subject to a charge dated 15th September 2010 between the Fourth Owner and the Third Mortgagee
- F On 17th June 2022, the Planning Application was submitted to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- G The Owner intends to develop the Site pursuant to the Planning Permission
- H The Council resolved at its Major Applications Planning Committee meeting on 20th December 2022 to delegate authority to determine the Planning Application to the Director of Planning, Regeneration and the Public Realm subject to the prior completion of this Agreement.
- I 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”	the Highways Act 1980 (as amended);
“1990 Act”	the Town and Country Planning Act 1990 (as amended);
“Air Quality Contribution”	<p>the Indexed Linked sum of Twenty-Three Thousand Seven Hundred and Twenty-Four Pounds Nil Pence (£23,724.00) referred to in Schedule 2 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to):</p> <ul style="list-style-type: none"> - 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;

	<ul style="list-style-type: none"> - Use of combined heat and power and community heating systems; and - Environmental management systems and air quality strategy;
"Auditor"	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"	the administrative area of the Council;
"Building"	the Care Home
"Carbon Offset Contribution"	<p>either:</p> <p>(a) the Index Linked sum of One Hundred and Ninety-One Thousand Seven Hundred and Seventy-Six pounds, (£191,776) based on £95 per tonne over a period of 30 years;</p> <p>(b) or a reduced figure if greater on-site carbon savings are shown to be implementable through an approved Updated Energy Strategy, referred to in Schedule 1</p> <p>as a contribution to be used by the Council towards the provision of offsite carbon reduction measures within the Authority's Area;</p>
"Care Home"	the 60-bed care home with associated 14 car parking spaces, landscaping and external amenity space to be constructed on the Site in accordance with the Planning Permission and to be used and Occupied in accordance with the requirements in Schedule 7 ;
"Commencement of Development"	<p>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:</p> <ul style="list-style-type: none"> - 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;

	<ul style="list-style-type: none"> - 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, <p>and Commence and Commenced shall be construed accordingly;</p>
"Construction Training Contribution"	<p>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 4 and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area;</p>
"Construction Training Scheme"	<p>a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by the Owner to fund, arrange and/or provide construction training for workers and/or potential workers for the Development in accordance with Schedule 4</p>
"Contributions"	<p>together the Air Quality Contribution, the Carbon Offset Contribution, the Construction Training Contribution (if applicable), and the HUDU Contribution;</p>
"Co-ordinator Costs"	<p>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:</p> <p><i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres</i></p>

	<i>or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development"</i>
"Development"	the development of the Site pursuant to the Planning Permission;
"Dwelling"	a flat or bedroom within the Care Home
"Energy Strategy"	the Energy Strategy Report (April 2022) submitted in support of the planning application.
"Form PO1"	the form in the substantial format attached at Appendix 1;
"Highway Agreement"	one or more highway agreements to be entered into by the Owner and the under Section 38 and/or Section 278 of the 1980 Act if appropriate and necessary;
"Highway Works"	the highway works to be carried out by the Owner to secure the construction of a suitable carriageway crossing in accordance with the requirements of the committee resolution and which include: a) the creation of two new vehicle crossovers, one along Pield Heath Avenue 8 meters south of the existing the other on Pield Heath Road 7 meters west of the existing b) The removal of the two existing vehicle crossovers and footway reinstatement; and c) Satisfactory relocation of several items of street furniture i.e. telegraph pole, road sign and street light column
"HUDU Health Contribution"	the Index Linked sum calculated at the date of this Agreement being a financial contribution of One Hundred and Forty Thousand Eight Hundred and Four Pounds (£140,804) to be payable to the Council towards the enhancement of health infrastructure provision as set out in Schedule 6 of this Agreement
"Index Linked"	the application of the formula provided at clause 15;
"Interest"	4% above the base lending rate of the Bank of England from time to time
"Land"	the land comprising the Site
"London Plan"	the London Plan published in March 2021 as revised from time to time;
'Monitoring'	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);
"Monitoring Period"	the period of up to a maximum of five (5) years beginning on Occupation of the Care Home (as the case may be);
"Occupied"	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;
"Owner"	each of the First Owner, Second Owner, Third Owner and the Fourth Owner and their respective successors in title
"Plan"	the plan attached to this Agreement at Appendix 2 ;
"Planning Application"	the application for planning permission for demolition of three dwellings and one Bed and Breakfast, and the subsequent erection of a care home, under the Council's reference number 76760/APP/2022/1889;
"Planning Obligations Officer"	the Council's Planning Obligations Officer or such person as the Council designates as undertaking this role;
"Planning Permission"	the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3
"Planning Reference"	means planning reference 76760/APP/2022/1889;
"Project Management and Monitoring Fee"	the sum equivalent to five percent (5%) of the total Contributions to be paid to the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
"Residential Travel Plan"	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 Care Home other than by the driver only private car in accordance with Schedule 3 ;

“Residential Travel Plan Bond”	the bond in the sum of twenty thousand pounds (£20,000) to secure compliance with Schedule 3 or the Residential Travel Plan in order to meet the objectives of the Residential Travel Plan in a form first approved by the Council in writing;
“Residential Travel Plan Co-ordinator”	the person or persons to be appointed by the Owner to act as co-ordinator of the Residential Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Residential Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Residential Travel Plan;
“Section 106 Reference”	section 106 reference JA/3E/04/021398
“Significant Under-Performance”	delivery of less than fifty percent (50%) of the total outputs specified in the Construction Training Scheme;
“Site”	the property known as 14-18 Pield Heath Road Uxbridge & 2 Pield Heath Avenue Uxbridge and shown for identification purposes only edged red on the Plan;
“Specified Date”	the date upon which an obligation arising under this Agreement is due to be performed;
“Targets”	for targets for achieving a decrease in the proportion of persons travelling to and from the Care Home 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 Residential Travel Plan which shall be submitted to and approved by the Council for the Care Home (as the case may be);
“Training Costs”	the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>“£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college”;</i>
“Updated Energy Strategy”	an updated Energy Strategy submitted pursuant to Condition 4 of the associated

	planning permission, which if approved, shall be used in place of the "Energy Strategy".
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax

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 any person deriving title through or under that party 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 or 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; 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
- 1.2.14 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 each Owner and any security trustee and its successors in title to the Site.

3 CONDITIONALITY

Unless expressly stated otherwise the obligations contained in the Schedules to this Agreement are subject to and conditional upon:

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

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

4 MISCELLANEOUS

- 4.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of its functions as local planning authority and its 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 or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement: -
 - 4.7.1 if he or it shall be an owner occupier or tenant of any of the Dwellings (or a mortgagee of an individual Dwelling lending money to such owner-occupier or tenant);
 - 4.7.2 if it is a statutory undertaker which has an interest in any part of the Land for the purposes of its undertaking
- 4.8 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.
- 4.9 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.
- 4.10 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.11 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.
- 4.12 The Council covenants with the Owner to

- 4.12.1 act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement
- 4.12.2 provide its approval or confirmation as to any matters it is required to approve under the terms of this Agreement as soon as reasonably practicable upon receipt of a request from the Owner
- 4.12.3 use any monies received by it under the terms of this Agreement for the purposes specified in this Agreement
- 4.12.4 repay the Residential Travel Plan Bond to the Owner at the end of the Monitoring Period

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 (subject to clause 3) contained in the Schedules hereto.

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 provided always that the Council and its authorised employees and agents shall at all times comply with all health and safety advice or signs provided by the Owner.

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:
 a) 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; and
 b) The Owner care of Darren David Gillard of Middle Bar, Savay Lane, Denham UB9 5NJ

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@hillingdon.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 SAVE THAT this clause 13 shall not relate to the sale or other disposal of any individual Dwelling constructed pursuant to the Planning Permission,.

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. 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 or the Owner 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 or the Owner (as the case may be).

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 thereafter be paid accordingly.

18. JURISDICTION

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

19. CONSENTS

19.1 The Second Mortgagee acknowledges and declares that this Agreement has been entered into by the relevant Owner with its consent and that the relevant part of the Land shall be bound by the obligations contained in this Agreement and that the security of its charge over that part of the Land shall take effect subject to this Agreement PROVIDED THAT that the Second Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of that part of the Land in which case it too will be bound by the obligations as if it was a person deriving title from the Owner.

19.2 The First Mortgagee (Bank of Scotland plc acting through Birmingham Midshires) consents to this Agreement and acknowledges that this Agreement binds the Land. The First Mortgagee shall only be liable for a breach of this Agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach.

19.3 The Third Mortgagee (The Mortgage Works (UK) PLC) acknowledges and declares that this Agreement has been entered into by the relevant Owner with its consent to the intent that the planning obligations shall be binding on the Land and that the security of the relevant charges dated 30 March 2012 and 15 September 2010 respectively shall take effect subject to this Agreement Provided that the Third Mortgagee shall only be liable for any breach whilst mortgagee in possession and shall not be liable itself for any pre-existing breach.

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**CARBON OFFSET CONTRIBUTION**

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

1. Prior to the Commencement of the Development to pay to the Council the Carbon Offset Contribution subject to paragraph 3 of this Schedule.
2. Not to Commence or cause or allow or permit Commencement of Development before the Carbon Offset Contribution has been paid to the Council.
3. Prior to the Commencement of Development to submit to the Council for approval in writing the Energy Strategy as required by Condition 4 of the Planning Permission;
4. Should the Energy Strategy secure delivery of greater on-site carbon savings the Owner shall be required to pay the reduced Carbon Offset Contribution prior to the Commencement of Development.

SCHEDULE 2

AIR QUALITY CONTRIBUTION

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

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

SCHEDULE 3**RESIDENTIAL TRAVEL PLAN**

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

- 1 Not to Occupy the Care Home until the Residential Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
- 2 The Residential Travel Plan shall include as a minimum:
 - 2.1 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Residential Travel Plan;
 - 2.2 The length of the monitoring period for the Residential Travel Plan which shall not be less than the Monitoring Period;
 - 2.3 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Residential Travel Plan;
 - 2.4 The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
 - 2.5 The Targets.
- 3 The Residential Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Care Home.
- 4 To procure the funding and implementation of the Residential Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Residential Travel Plan for the Monitoring Period.
- 5 The Owner shall not Occupy any part of the Care Home until a Residential Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Residential Travel Plan Co-ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
- 6 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 Residential Travel Plan Co-ordinator and the Auditor.
- 7 In the event that the Residential 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 Residential Travel Plan Co-ordinator as soon as reasonably practicable.
- 8 Following approval of the Residential Travel Plan for the Care Home the Residential Travel Plan Co-ordinator shall monitor and review the Residential Travel Plan for a period of not less than the Monitoring Period including undertaking the following:

within twenty eight (28) days of first Occupation of the Care Home to provide written details of the Residential Travel Plan to all new occupiers of the Care Home;

- 8.1 to use reasonable endeavours to ensure that residents/users of the Care Home comply with the Residential Travel Plan;
- 8.2 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Care Home and to undertake an annual review of the Residential Travel Plan and provide a written report within twenty eight (28) days of the review to the Council;
- 8.3 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
- 8.4 to secure that the results of each Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.

- 9 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Residential Travel Plan within twenty eight (28) days of such recommendation being made by the Council.
- 10 Prior to Occupation of the Care Home the Owner shall enter into a Residential 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 Residential Travel Plan.
- 11 The Council shall not be entitled to drawdown any of the Residential 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 Residential Travel Plan, within the timetable specified in the Residential Travel Plan or failure to achieve Targets and the Council shall only be entitled to drawdown any of the Residential Travel Plan Bond as is necessary in order to cover the reasonable and proper cost the Council incurs in carrying out the said Residential Travel Plan Monitoring or implementing measures to achieve compliance with the aims of the Residential Travel Plan, to include implementing measures to achieve Targets
12. The Residential Travel Plan Bond shall be released following the expiration of the Monitoring Period.

SCHEDULE 4**CONSTRUCTION TRAINING SCHEME**

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

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

Construction Training Contribution in Lieu

9. The Construction Training Scheme will not be required and the obligations within paragraphs 1 – 8 (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development

10. Not to Occupy or cause to be Occupied any part of the Development before either:
 - 10.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with that approved scheme and the Co-ordinator Costs have been paid to the Council (if any) and the Co-ordinator Costs have been paid to the Council (if any); or
 - 10.2 In the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
 - 10.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

SCHEDULE 5
HIGHWAY WORKS

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

1. Not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Works have been completed to the satisfaction of the Council.
2. To enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced or to procure that the Owner's successor in title to the Land shall enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced.
3. Without prejudice to the requirements of paragraph 2 of this Schedule, the scope and specification of any Highway Works (including the scope and specification of any associated works, studies, audits or modelling referred to in paragraph 6 below) shall be first agreed in writing by the Council's Highways Engineer.
4. To be responsible for the full costs of the Highway Works including any traffic orders the Council seeks to make which are necessary to implement the Highway Works, whether or not such orders are successfully made.
5. The Owner shall pay the Council's reasonable and proper legal costs in entering into any Highway Agreements.
6. The Highway Works shall include (but may not be limited to):
 - a) the creation of two new vehicle crossovers, one along Pield Heath Avenue 8 meters south of the existing the other on Pield Heath Road 7 meters west of the existing
 - b) The removal of the two existing vehicle crossovers and footway reinstatement; and
 - c) Satisfactory relocation of several items of street furniture i.e. telegraph pole, road sign and street light column;

SCHEDULE 6
HUDU Health Contribution

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

1. Prior to the Commencement of Development to pay the HUDU Health Contribution to the Council
2. Not to Commence Development until the HUDU Health Contribution has been paid to the Council.

SCHEDULE 7**The Care Home Use**

The Owner covenants as follows:

1. That the use and Occupation of the Building shall be restricted to a use for the provision of residential accommodation and care to people in need of care (other than a use within class C3 (dwelling houses) falling within the use class C2 of the Town and Country Planning (Use Classes Order) 1987 (as amended)
2. That the Building shall be used and Occupied in accordance with the London Plan 2021 (as amended) criteria for care home accommodation as set out below:
 - (i) *"personal-care and accommodation are provided together as a package with no clear separation between the two*
 - (ii) *the person using the service cannot choose to receive personal care from another provider*
 - (iii) *people using the service do not hold occupancy agreements such as tenancy agreements, licensing agreements, licences to occupy premises, or leasehold agreements or a freehold*
 - (iv) *likely CQC-regulated activity will be 'accommodation for persons who require nursing or personal care"*

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

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 on separate sheet(s) if necessary.

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

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM) _____

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS _____

YES/NO

APPENDIX 2
PLAN

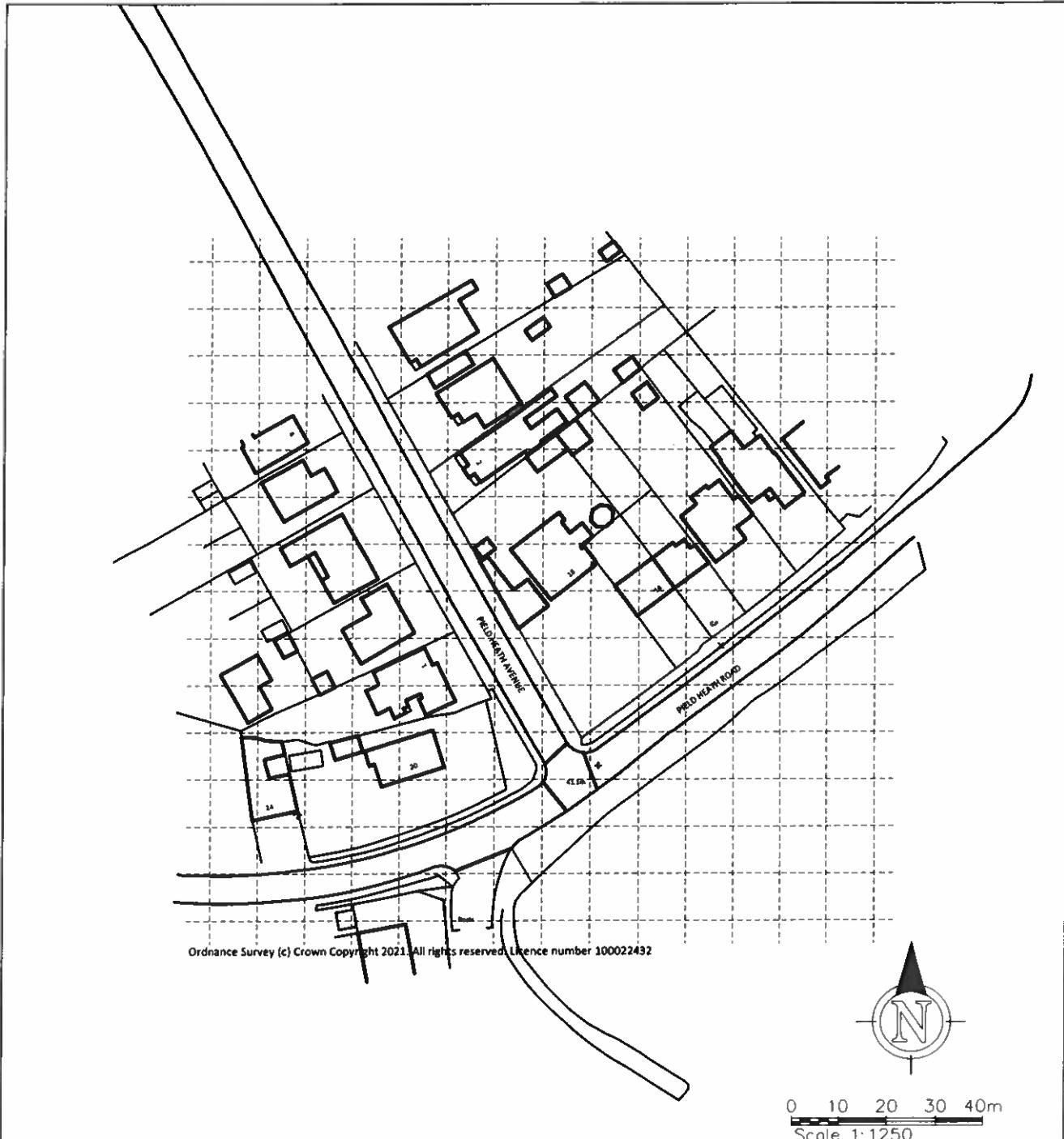


WHITE ROCK DEVELOPMENT Ltd

| Architecture Design Build |
| Project Management |
| M&E Design | CDM Advisor |

139 Vicarage Farm Road
Hounslow, Middlesex
TW5 0AA

Telephone: 0208 577 7277
Email: info@whiterock developments.com



Project **PROPOSED CARE HOME** Location **18 FIELD HEATH ROAD, UB8 3NF** Title **LOCATION PLAN**

Scale	1:1250@A4	Date	20/12/2021	Drawn	MAB	Checked
Reproduced for the purpose of identifying the location of the site based upon the ordnance survey with the permission of Her Majesty's Stationery Office. Crown Copyright reserved Licence No. AR100007506	Job No. WRD - 098	Drawing No.	01	Revison	A	

APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Mr Richard Conroy
Progress Planning
Progress Planning
Waterside House
20 Riverside Way
Uxbridge
UB8 2YF

Application Ref: 76760/APP/2022/1889

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:

Formal Description: Demolition of three dwellings and one Bed and Breakfast, and the subsequent erection of a care home.

Detailed Description: Demolition of three dwellings (Nos. 14 and 16 Pield Heath Road and 2 Pield Heath Avenue) and one Bed and Breakfast (No. 18 Pield Heath Road), and the subsequent erection of a part two, part three storey (plus basement) 60-bed care home, with 14 car parking spaces, landscaping and external amenity space.

Location of development: 14-18 Pield Heath Road & 2 Pield Heath Avenue Pield Heath Avenue Uxbridge

Date of application: 4th July 2022

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

NOTES:

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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 76760/APP/2022/1889

SCHEDULE OF CONDITIONS

- 1 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.

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

01 (Rev. A), 02 (Rev. A), 10 (Rev. J), 11 (Rev. J), 12 (Rev. C), 13 (Rev. B), 14 (Rev. A), 15 (Rev. A), 16 (Rev. A), 20 (Rev. A), 21 (Rev. B), 22 (Rev. A), 23 (Rev. A), and 24 (Rev. A).

And the submitted documents, titled:

Arboricultural Impact Assessment 2 (March 2022), Basement Impact Assessment (Ref: 222/0637/101 (Rev. P1)) (29-04-22), Needs Assessment for 60 Bed Care Home, Planning, Transport, Design and Access Statement (May 2022), Design and Access Statement, Phase 1 Works - Preparation for Bulk Extension (Ref: 222/0637/101 (Rev. P1)), Daylight, Sunlight and Overshadowing Report (April 2022), Merged BRUKL Output Document (As designed), Landscaping Plan (Ref: 1313-01), Travel Plan (March 2022), Air Quality Assessment (April 2022), Energy Strategy Report (April 2022), Transport Statement (March 2022), Noise Impact Assessment (February 2022), Flood Risk Assessment and Drainage Strategy (26-09-22).

REASON

In the interests of proper planning, and to ensure the approved development complies with the provisions of the London Plan (2021), the Hillingdon Local Plan: Strategic Policies (2012), and the Hillingdon Local Plan: Development Management Policies (2020).

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

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

- (a) loading and unloading of plant and materials;
- (b) storage of plant and materials;
- (c) programme of works;
- (d) measures for traffic management and encouragement of sustainable modes of transport for

workers, including prohibition of construction vehicles parking on the local highway network within the vicinity of the application site;

(e) details of a vehicle booking system, ensuring construction deliveries are received outside peak hours;

(f) provision of boundary hoarding and visibility zones of construction traffic routing;

(g) hours of construction;

(h) means to prevent deposition of mud on the highway;

(i) likely noise levels to be generated from plant and construction works;

(j) a dust risk assessment;

(k) means to monitor and control dust, noise and vibrations, following the published guidance by The Institute of Air Quality Management (IAQM) on how to assess impacts of emissions of dust from demolition and construction sites.

(l) use of a banksman (if applicable)

(m) haulage routes;

(n) a site plan identifying location of site entrance, exit, wheel washing, hard standing hoarding (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting), stock piles, dust suppression, location of water supplies and location of nearest neighbouring receptors;

(o) bonfire policy;

(p) confirmation that a mobile crusher will/won't be used on site and if so, a copy of the permit and intended dates of operation;

(q) confirmation of all Non-Road Mobile Machinery (NRMM) to be used, or a statement confirming that NRMM will not be used. All Non-Road Mobile Machinery (NRMM) and plant to be used on site of net power between 37kW and 560 kW shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" and must be registered at <http://nrmm.london/>;

(r) details of any closures of public routes and diversions, demonstrating how time spent closed to the public has been minimised;

(s) the arrangement for monitoring and responding to complaints relating to demolition and construction;

(t) details of cranes and other tall construction equipment (including the details of obstacle lighting);

(u) all Heavy Goods Vehicles shall comply with the Direct Vision Standard. A rating of 3 stars (or more) will be required;

(v) all deliveries to the site, particularly Heavy Goods Vehicles, shall be made using vehicles which have a Class VI mirror fitted in accordance with EU directive 2007/38/EC;

(w) the precautions set out to eliminate or reduce noise levels where the operational risk levels illustrated within The Control of Noise at Work Regulations 2005 could be exceeded; and

(x) the provision of secured restricted access as the sole means of entry to site for cyclist along with secured turnstile entrance for pedestrians.

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

REASON

To ensure that the proposed development does not interfere with the free flow of traffic and conditions of safety on the public highway, and to ensure the development process does not have a significant adverse impact on the amenities of nearby residential properties in accordance with Policies DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies D14, SI 1, T4 and T7 of the London Plan (2021). Also, to ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter/receiver systems, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Development Management Policies (2020).

4 Prior to the commencement of the development hereby approved (including demolition), unless the

development proceeds in accordance with the Energy Strategy Report (April 2022), an Updated Energy Strategy shall be submitted to, and approved in writing by, the local planning authority. The Updated Energy Strategy shall either:

- (A) include full details of the low and zero carbon technologies (excluding 'Be Lean' measures) set out in the Energy Strategy Report (April 2022), which are required to achieve on-site carbon savings of at least 36% of CO₂, compared with the baseline regulated energy demand; or
- (B) shall be updated to include an assessment of the annual baseline regulated energy demand (kwhr) as per 2013 Building Regulations (or subsequent amendments) and associated carbon emissions (kgCO₂ and tCO₂), and shall then set out the measures and technology required to achieve a reduction greater than 36% in the CO₂ associated with the baseline regulated energy demand.

Carbon-saving measures must be sufficiently evidenced with corresponding details and specifications including the location of low and zero carbon technology (i.e. roof plans showing the inclusion of PV panels), and the Updated Energy Strategy must clearly set out any shortfall (tCO₂) of the zero-carbon requirement.

If an Updated Energy Strategy is approved, the development must proceed in accordance with the approved Updated Energy Strategy.

REASON

In order to deliver the maximum on-site carbon savings in accordance with Policies SI 2 and SI 3 of the London Plan.

5 Prior to the commencement of the development hereby approved (excluding demolition), a surface water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall:

- (i) Demonstrate a run-off rate of 1.6l/s in the 1:100 year event (+40% allowance for climate change), or alternative as agreed in writing with the Local Planning Authority, through the use of sustainable drainage systems .
- (ii) Provide details of the 1:30 year and 1:100 year storm event including conveyance routes and any areas of ponding.
- (iii) Provide details of sustainable drainage and attenuation features in accordance with the London Plan drainage hierarchy that result in run-off rates from the site in a 1:100 year (plus 40% allowance for climate change) storm event a set out in .
- (iv) Provide drainage calculations and modelling outputs to demonstrate the capacity of the drainage solution and the operation (including outfalls, overflows, and drainage network connections).
- (v) Provide details of water collection, storage and reuse (e.g. through large scale water butts).
- (vi) Provide a maintenance and adoption strategy.

The development must proceed and operate in accordance with the approved details.

In addition, a foul drainage scheme shall also be provided. This scheme shall detail the connections to the foul sewage network and evidence of liaison with Thames Water regarding the suitability of the connection (location, capacity and rates). Any remedial works necessary to secure delivery of the site with regards to foul drainage shall be implemented prior to occupation and so maintained.

REASON

To ensure compliance with Policies SI 12 and SI 13 of the London Plan (2021).

6 (A) Prior to the commencement of the development hereby approved (including demolition), a detailed noise survey (spanning at least a 48-hour weekday period) shall be submitted to, and approved in writing by, the local planning authority to identify the ambient background noise levels and required

mitigation.

The Survey should confirm the typical external environmental sound levels around the proposed building and within external amenity areas. The survey should also be sufficient to adequately describe the baseline noise conditions at the nearest elements of the neighbouring receptors most exposed to any plant noise associated with the proposed development. Sound generated within the development from any associated building services plant should be controlled in accordance with the guidance within Figure 3-4 and Figure 3-5 of the Acoustics Ventilation and Overheating Residential Design Guide (AVO Guide, 2020).

(B) Prior to any above ground works for the development hereby approved (excluding demolition) a Sound Insulation Scheme and any other control measures shall be submitted to, and approved in writing by the local planning authority, to demonstrate how acceptable internal conditions can be achieved following occupation, to meet the relevant internal noise targets within Hillingdon's Development Control for Noise Generating and Noise Sensitive Development SPD (2016) and the ProPG: Planning & Noise (Professional Practice Guidance on Planning & Noise, 2017) during both ventilation and overheating conditions, and to minimise levels within amenity areas as far as practicable.

Any approved noise control measures, including sound insulation, shall be implemented in accordance with the approved details prior to the occupation of the development and thereafter permanently retained.

REASON

To ensure compliance with Policy D14 of the London Plan (2021) and Policy EM8 of the Hillingdon Local Plan: Strategic Policies (2012).

7 A) Prior to the commencement of the development hereby approved (excluding demolition), the principles of a Fire Statement shall be submitted to, and approved in writing by, the Local Planning Authority. The statement shall detail how the development 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 hereby approved, 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).

8 Prior to any above ground works for the development hereby approved (excluding demolition), the details of any building services mechanical plant associated with the operation of the care home with

potential to emit sound external to the building, alongside associated noise control measures, where necessary, to meet the requirements of Hillingdon's Development Control for Noise Generating and Noise Sensitive Development SPD (2016) and in keeping with the guidance in 'BS 4142:2014+A1:2019 Methods for rating and assessing industrial and commercial sound', shall be submitted to, and approved in writing by, the local planning authority.

The approved details shall thereafter be implemented on site and so maintained.

REASON

To ensure compliance with Policy D14 of the London Plan (2021) and Policy EM8 of the Hillingdon Local Plan: Strategic Policies (2012).

9 Prior to any above ground works for the development hereby approved (excluding demolition), a Biodiversity Enhancement and Management Plan (BEMP) shall be submitted to, and approved in writing by, the local planning authority. The BEMP shall demonstrate how the development hereby approved shall seek to maximise the delivery of on-site biodiversity improvements, including through the delivery of native plants and trees, bio-solar roofs, and bird or bat boxes. In addition, the proposal shall achieve an Urban Greening Factor (UGF) of at least 0.4, as shown on Drawing No. 16 (Rev. A).

The development shall thereafter be implemented in accordance with the approved BEMP.

REASON

In order to encourage a wide diversity of wildlife on the existing semi-natural habitat of the site in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies G5 and G6 of the London Plan (2021).

10 Prior to above ground works (excluding demolition), a scheme to reduce and minimise impacts to residents in more extreme heat events (DSY2 and 3 - CIBSE guidance and GLA Energy Assessment guidelines) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall clearly identify the permanent measures, which may include facade changes and openings, to reduce overheating in extreme events and the temporary arrangements available to residents. The scheme shall also set out the measures for warnings to be established prior to events occurring and the guidance available to individual residents to reduce the potential for overheating impacts.

The development should be constructed, operated and managed in accordance with the approved scheme.

REASON:

To minimise the risk of overheating impacts to residents in accordance with London Plan Policy SI4.

11 Prior to any above ground works for the development hereby approved (excluding demolition), a scheme of landscaping shall be submitted to, and approved in writing by, the Local Planning Authority. The scheme shall include:

A. Details of Soft Landscaping

A.a Planting plans (at not less than a scale of 1:100).

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

A.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate, to include pollution absorbing trees.

B. Details of Landscape Maintenance

B.a Landscape Maintenance Schedule for a minimum period of 5 years.

B.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.

C. Schedule for Implementation.

D. 12 cycle parking spaces designed in accordance with LCDS.

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 area and provide appropriate cycling provision in accordance with Policy T5 of the London Plan and Policies DMHB 11 and DMHB 14 of the Hillingdon Local Plan: Development Management Policies (2020).

12 Prior to any above ground works for the development hereby approved (excluding demolition), details of covered and secure facilities to be provided for the screened storage of refuse bins within the site shall be submitted to, and approved in writing by the Local Planning Authority. No part of the development shall be occupied until the facilities have been provided in accordance with the approved details and thereafter the facilities shall be permanently retained. The details should demonstrate that there is sufficient space for the separate collection of general waste, recycling, clinical and food waste.

REASON

To ensure compliance with Policies SI7 and D6 of the London Plan (2021) and Policy EM11 of the Hillingdon Local Plan: Strategic Policies (2012).

13 Prior to any above ground works for the development hereby approved (excluding demolition), details of all materials and external surfaces, including fenestration, balconies, boundary treatments and balustrades, shall be submitted to, and approved in writing by, the Local Planning Authority.

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

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

REASON

To ensure that the development presents a satisfactory appearance in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Development Management Policies (2020).

14 Prior to any above ground works for the development hereby approved (excluding demolition), details of privacy screening up to a height of at least 1.8 metres for the northern and eastern perimeters of the proposed terrace at second floor level shall be submitted to, and approved in writing by, the local planning authority.

The approved privacy screens shall be installed prior to the first occupation of the development and so maintained.

REASON

To protect the amenity of nearby residential properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Development Management Policies (2020).

15 Prior to any above ground works for the development hereby approved (excluding demolition), a Parking Design and Management Plan shall be submitted to, and approved in writing by, the Local Planning Authority. It shall include the following:

(i) The arrangements for all on-site parking, including a booking system, and to include provisions for

managing, monitoring, enforcement and review. All on-site parking spaces shall be solely for use by the development hereby approved (e.g. staff, visitors, residents) and shall not be used for any other purpose or leased/sub-let.

- (ii) Details of 3 wheelchair accessible spaces, to be permanently retained within the car parking area.
- (iii) Details of 4 active and 10 passive electric vehicle charging points, to include 1 fast-charging bay.
- (iv) Details of 1 ambulance bay and 1 delivery bay, to be permanently retained within the car parking area.
- (v) Details of 15 mobility scooter spaces, including charging sockets.

The vehicle parking provision and its management, as outlined in the approved Parking Design and Management Plan, shall be fully implemented as approved prior to the first occupation of the development, and so maintained in good working order, and shall not be used for any other purpose for the lifetime of the development.

REASON

To ensure the appropriate operation of the car park, and to ensure air quality objectives in accordance with Policies DMT 1, DMT 2 and DMT 6 of the Hillingdon Local Plan: Development Management Policies (2020) and Policy T6 and SI 1 of the London Plan (2021).

16 Prior to their use on-site, all imported soils shall be tested for chemical contamination, and the results of this testing shall be submitted to, and approved in writing by, the Local Planning Authority. No contaminated soils or other materials (e.g. hardcore) shall be imported to the site and all imported soils for landscaping and or engineering purposes shall be clean and free of contamination.

REASON: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised in accordance with Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Development Management Policies (2020).

17 Prior to the occupation of the development hereby approved, a Delivery and Servicing Plan, including tracked vehicle movements where necessary, shall be submitted to, and approved in writing by, the Local Planning Authority.

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

REASON

To encourage out of hours/off peak servicing to help mitigate the site's contribution to local congestion levels in compliance with Policy T7 of the London Plan (2021) and Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020).

18 Prior to the occupation of the development hereby approved, a proposed drainage plan for foul sewerage including the connection point to the public foul sewer shall be submitted to and approved in writing by, the local planning authority. Additionally, confirmation that either:

- (i) foul water capacity exists off site to serve the development; or
- (ii) a development and infrastructure phasing plan has been agreed with the Local Planning Authority in consultation with Thames Water; or
- (iii) all foul water network upgrades required to accommodate the additional flows from the development have been completed,

shall be submitted to, and approved in writing by, the Local Planning Authority prior to the occupation of

the development hereby approved.

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.

REASON

To ensure any required network reinforcement works which may be required to accommodate the proposed development are in place prior to occupation, in order to avoid sewage flooding and/or potential pollution incidents, and in order to accurately consider the impacts on the public foul sewer, in accordance with Policy SI 5 of the London Plan (2021).

19 Prior to the occupation of the development hereby approved, a proposed drainage plan for surface water detailing either the Thames Water manhole reference or otherwise confirming which surface water sewer the development is connecting into, shall be submitted to and approved in writing by, the local planning authority. The drainage plan should further detail the storage volume of their attenuation tank for surface water, any existing connections, and CCTV survey for private drains to confirm connectivity into the correct public sewer systems and to reduce the risk of illegal misconnections of foul water into the surface water sewer or vice versa. Additionally, confirmation that either:

- (i) surface water capacity exists off site to serve the development; or
- (ii) a development and infrastructure phasing plan has been agreed with the Local Authority in consultation with Thames Water; or
- (iii) all surface water network upgrades required to accommodate the additional flows from the development have been completed,

shall be submitted to, and approved in writing by, the Local Planning Authority prior to the occupation of the development hereby approved.

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.

REASON

To ensure any required network reinforcement works which may be required to accommodate the proposed development are in place prior to occupation, in order to avoid flooding and/or potential pollution incidents, and in order to accurately consider the impacts on the public foul sewer, in accordance with Policy SI 5 of the London Plan (2021).

20 Prior to the occupation of the development hereby approved, evidence shall be submitted to, and approved in writing by, the local planning authority which demonstrates that:

- (A) The en-suite bathrooms are fully accessible and adaptable and otherwise designed in accordance with the prescribed standards set out in sub clause 18.2 of BS 8300-2:2018: Design of an accessible and inclusive built environment; and
- (B) A minimum of one evacuation lift designed to accord with BS EN 81-76: Safety rules for the construction and installation of lifts, BS 9991: Fire safety in the design, management and use of residential buildings, and/or BS 1999 has been incorporated.

REASON

To ensure the development provides an inclusive and accessible environment for all users in accordance with Policies D5, D7 and D12 of the London Plan (2021).

21 Prior to the occupation of the development hereby approved, a plan for monitoring and annual reporting of energy demand and carbon emissions post-construction for five years after the practical completion and occupation of the buildings shall be completed in line with

the GLA 'Be seen' energy monitoring guidance document. The plan is to be submitted to the local planning authority for approval in consultation with the GLA prior to the occupation of the development.

REASON

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

22 The development hereby approved shall achieve 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). No part of the development hereby approved shall be occupied until accreditation has been achieved.

REASON

To ensure the development provides a safe and secure environment in accordance with Policy DMHB 15 of the Hillingdon Local Plan: Development Management Policies (2020) and Policy D11 of the London Plan (2021).

23 The vehicular access points hereby approved shall be provided with 2.4m x 2.4m pedestrian visibility splays which can be accommodated within the site in both directions and shall be maintained free of all obstacles to the visibility between heights of 0.6m and 2.0m above the level of the adjoining highway.

The development shall not be occupied until the above works have been implemented in accordance with the above specifications.

REASON

In the interests of highway and pedestrian safety in accordance with Policy DMT 2 of the Hillingdon Local Plan: Development Management Policies (2020).

24 All trees shown to be retained shall be protected from the impacts of construction through implementation of the tree protection measures outlined in the Arboricultural Impact Assessment (March 2022) including, where appropriate, establishing and protecting the relevant Root Protection Areas (RPAs) and Crown Protection Zones (CPZs) of retained trees.

REASON

To protect the verdant character of the area in accordance with Policy DMHB 14 of the Hillingdon Local Plan: Development Management Policies (2020).

INFORMATIVES

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

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

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

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

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

Part 1 Policies

- PT1.BE1 (2012) Built Environment
- PT1.EM1 (2012) Climate Change Adaptation and Mitigation
- PT1.EM11 (2012) Sustainable Waste Management
- PT1.EM6 (2012) Flood Risk Management
- PT1.EM7 (2012) Biodiversity and Geological Conservation
- PT1.EM8 (2012) Land, Water, Air and Noise

Part 2 Policies

- DMAV 1 Safe Operation of Airports
- DMCI 7 Planning Obligations and Community Infrastructure Levy
- DMEI 14 Air Quality
- DMEI 2 Reducing Carbon Emissions
- DMEI 7 Biodiversity Protection and Enhancement
- DMH 1 Safeguarding Existing Housing
- DMH 4 Residential Conversions and Redevelopment

DMH 6 Garden and Backland Development

DMH 8 Sheltered Housing and Care Homes

DMHB 11 Design of New Development

DMHB 14 Trees and Landscaping

DMT 6 Vehicle Parking

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 D13 (2021) Agent of change

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 D7 (2021) Accessible housing

LPP G5 (2021) Urban greening

LPP GG2 (2021) Making the best use of land

LPP GG3 (2021) Creating a healthy city

LPP GG4 (2021) Delivering the homes Londoners needs

LPP H1 (2021) Increasing housing supply

LPP H13 (2021) Specialist older persons housing

LPP H8 (2021) Loss of existing housing and estate redevelopment

LPP SI1 (2021) Improving air quality

LPP SI12 (2021) Flood risk management

LPP SI13 (2021) Sustainable drainage

LPP SI2 (2021) Minimising greenhouse gas emissions

LPP SI3 (2021) Energy infrastructure

LPP 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

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: 76760/APP/2022/1889

SCHEDULE OF PLANS

Flood Risk Assessment and Drainage Strategy (26-09-22) - received 27 Sep 2022
Design and Access Statement - received 17 Jun 2022
Planning, Transport, Design and Access Statement (May 2022) - received 17 Jun 2022
Needs Assessment for 60 Bed Care Home - received 17 Jun 2022
Merged BRUKL Output Document (As designed) - received 17 Jun 2022
Basement Impact Assessment (Ref: 222/0637/101 (Rev. P1)) (29-04-22) - received 17 Jun 2022
Arboricultural Impact Assessment 2 (March 2022) - received 17 Jun 2022
Phase 1 Works - Preparation for Bulk Extension (Ref: 222/0637/101 (Rev. P1)) - received 17 Jun 2022
Daylight, Sunlight and Overshadowing Report (April 2022) - received 17 Jun 2022
Be Seen Spreadsheet - received 17 Jun 2022
10 (Rev. J) - received 14 Nov 2022
11 (Rev. J) - received 14 Nov 2022
12 (Rev. C) - received 14 Nov 2022
13 (Rev. B) - received 14 Nov 2022
21 (Rev. B) - received 14 Nov 2022
01 (Rev. A) - received 17 Jun 2022
02 (Rev. A) - received 17 Jun 2022
15 (Rev. A) - received 17 Jun 2022
14 (Rev. A) - received 17 Jun 2022
16 (Rev. A) - received 17 Jun 2022
20 (Rev. A) - received 08 Jul 2022
22 (Rev. A) - received 08 Jul 2022
23 (Rev. A) - received 08 Jul 2022
24 (Rev. A) - received 08 Jul 2022
Noise Impact Assessment (February 2022) - received 17 Jun 2022
Energy Strategy Report (April 2022) - received 17 Jun 2022
Air Quality Assessment (April 2022) - received 17 Jun 2022
Travel Plan (March 2022) - received 17 Jun 2022
Landscaping Plan (Ref: 1313-01) - received 17 Jun 2022
Transport Statement (March 2022) - received 17 Jun 2022

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.

Executed as a deed by PAULINE GETHIN GILLARD

Signature..... *P. Gillard*

In the presence of:

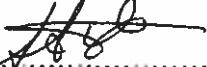
Signature of Witness..... *B. A. Driver*

Name (in BLOCK CAPITALS) BARBARA ANN DRIVER

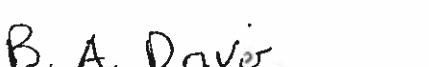
Address

100 WEST DRAYTON ROAD
UXBRIDGE
UB8 3LD

Executed as a deed by STUART ANDREW GILLARD

Signature.....

In the presence of:

Signature of Witness.....

BARBARA ANN DRIVER

Name (in BLOCK CAPITALS)

Address

100 WEST DRAYTON ROAD
UXBRIDGE
UB8 3LD

OFFICIAL-SENSITIVE

Executed as a deed by FLEET MORTGAGES LIMITED

acting by



Signature.....

a Director/Attorney/Authorised Signatory

Lee Dawkins
Director

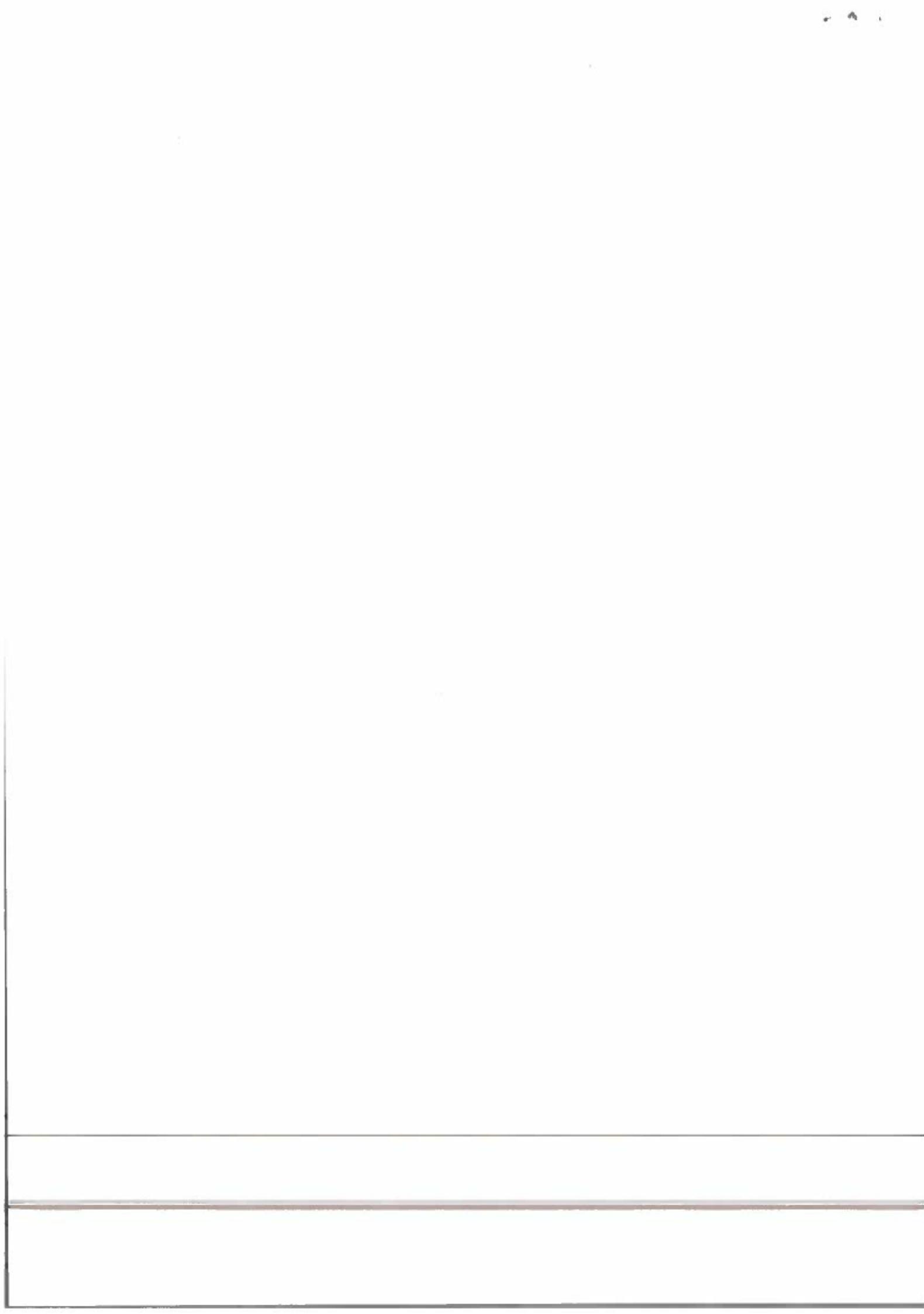
In the presence of: GEMMA CLEWES

Signature of Witness.....

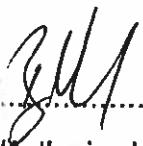
Name (in BLOCK CAPITALS)

GEMMA CLEWES

Address FLAGSHIP HOUSE, READING ROAD NORTH,
FLEET, HAMPSHIRE, GU51 4WP.



~~-Executed as a deed by FLEET MORTGAGES LIMITED-~~
~~-acting by-~~

~~Signature.....~~ 
~~a Director/Attorney/Authorised Signatory~~

~~In the presence of~~

~~Signature of Witness.....~~

~~Name (in BLOCK CAPITALS)~~

~~Address~~

30th November 2008
The Worldwide Witness (UK) Ltd
26-28a London Wall, London EC2Y 5AU
Authorised Officer
Brett Johnson
Authorised Officer
Brett Johnson

Executed as a deed by THE MORTGAGE WORKS (UK) PLC
acting by

Signature.....

a Director/Attorney/Authorised Signatory

In the presence of:

Signature of Witness.....

Name (in BLOCK CAPITALS)

Address

Executed as a Deed by
The Mortgage Works (UK) PLC
acting by two duly Authorised Officials

Authorised Official: 

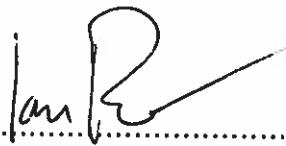
Print Name: Tom Sarker, TMW Servicing Team Manager

Authorised Official: 

Print Name: Andy Taylor, TMW Servicing, Senior Administrator

Executed as a deed by BANK OF SCOTLAND PLC

acting by

Signature..... 

a Director/Attorney/Authorised Signatory

Executed as a deed by Ian Rodger
As Attorney for and on behalf of
Bank of Scotland PLC in the presence of
Witness:

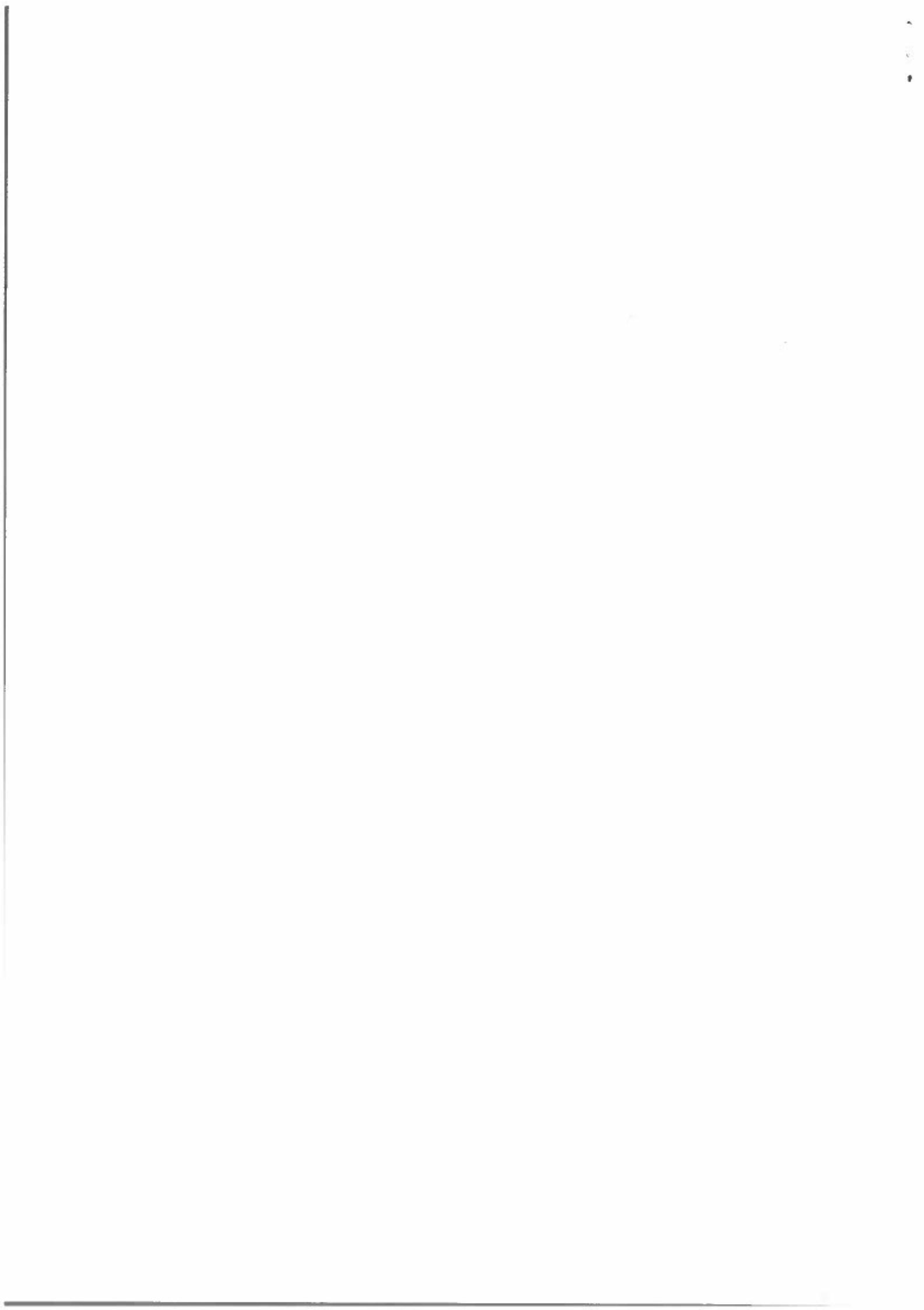
In the presence of:

Signature of Witness 

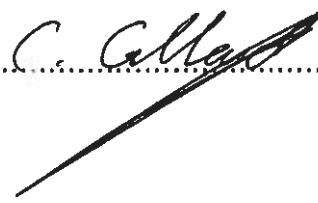
Name: Tracy Myers
Address: Furnival Court, Sheffield, S4 7YB

Name (in BLOCK CAPITALS) TRACY MYERS

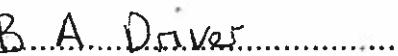
Address BANK OF SCOTLAND PLC
FURNIVAL COURT, SHEFFIELD S4 7YB



Executed as a deed by CARL SCOTT GILLARD

Signature.....

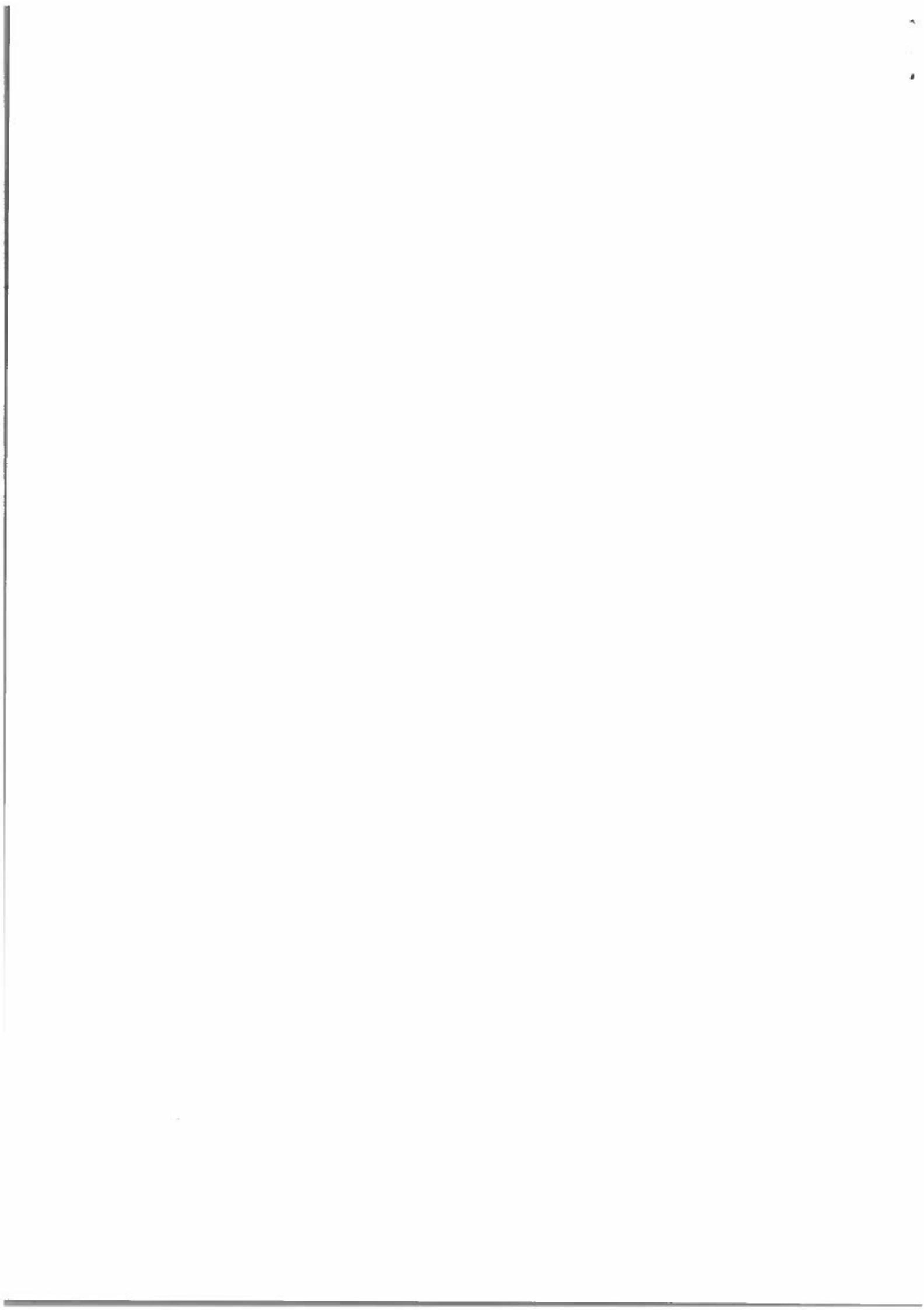
In the presence of:

Signature of Witness.....

Name (in BLOCK CAPITALS) BARBARA ANN DRIVER

Address

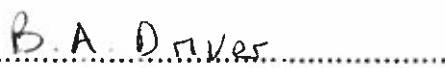
100 WEST DRAYTON ROAD
UX BRIDGE
UB8 3LD



Executed as a deed by DARREN DAVID GILLARD

Signature.....

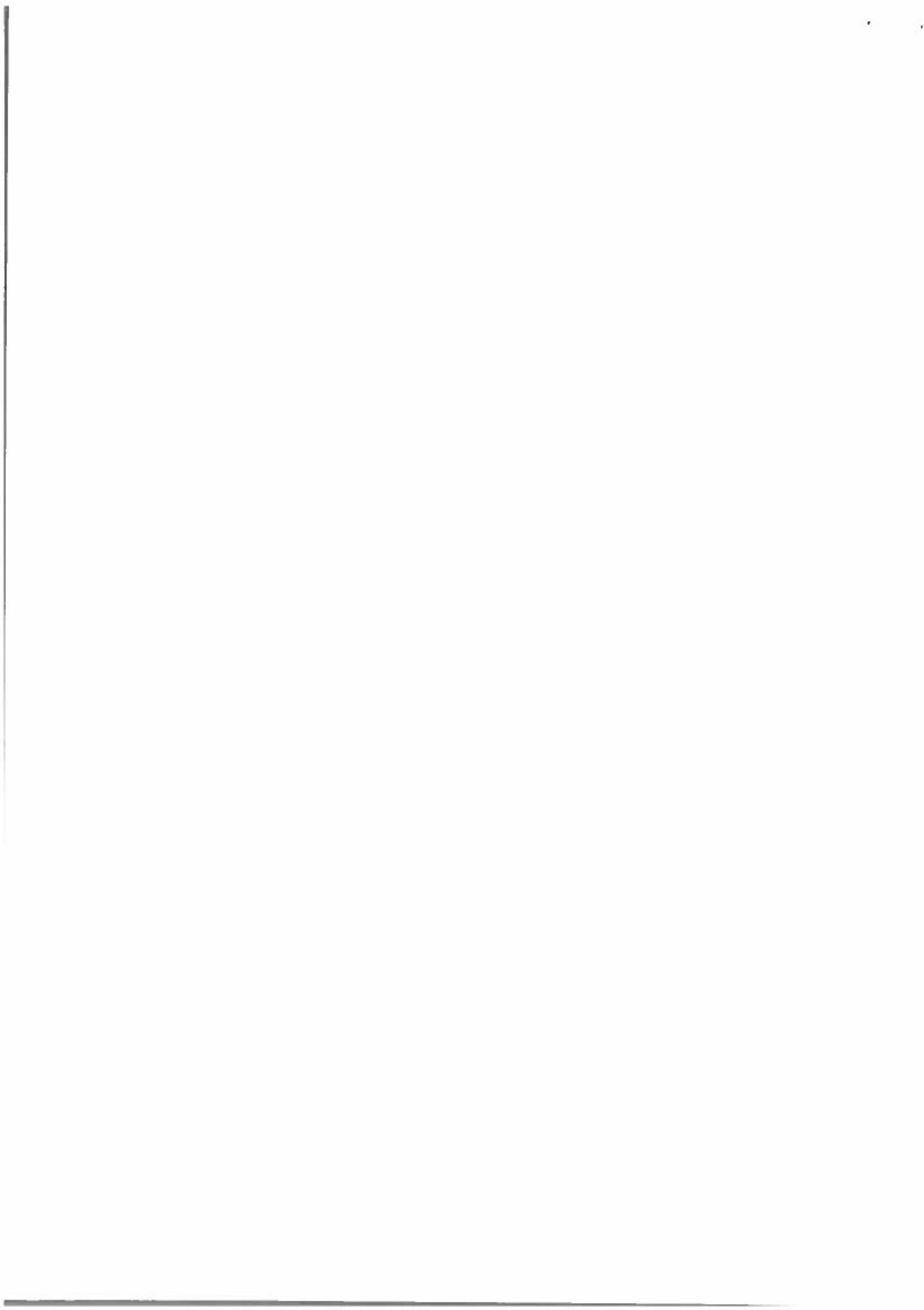
In the presence of:

Signature of Witness.....

Name (in BLOCK CAPITALS) BARBARA ANN DRIVER

Address

100 WEST DRAYTON ROAD
UXBRIDGE
UB8 3LD



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

was duly affixed to this Agreement

in the presence of:-

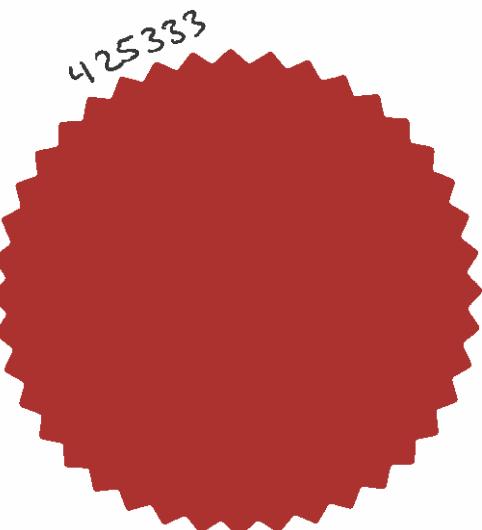
MEMBER OF

THE COUNCIL.....

Alan Chapman

AUTHORISED OFFICER.....

Z. Molley



EXECUTED AS A DEED by

[] acting by:-

DIRECTOR.....

DIRECTOR/SECRETARY.....