

DATED 30th August 2024

STATEMENT OF INTENT BY

THE LONDON BOROUGH OF HILLINGDON

RELATING TO THE DEVELOPMENT OF LAND AT

YIEWSLEY LIBRARY & FORMER YIEWSLEY SWIMMING POOL

PLANNING APPLICATION REF: 76795/APP/2023/2503

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: CMCG 023108

THIS STATEMENT OF INTENT is dated 30th August 2024

and is made

BY:

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

To: The London Borough of Hillingdon acting as the local planning authority of the Civic
Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council")

BACKGROUND

- A The Owner acting in its capacity as landowner has the freehold interest in the Land registered under TITLE NO. AGL201173 at the Land Registry.
- B On 23 August 2023 the Owner submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- C The Council acting as the local planning authority has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the development of the Land ought to only be permitted subject to the terms of this Statement and for that purpose the Owner is willing to provide this Statement.
- D 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.
- E 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 Land if it deals with its current interest in the land.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 For the purposes of the recitals and this Statement of Intent, 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 Healthy Street Contribution" | means the sum of £90,018 (ninety thousand and eighteen pounds) for local highways improvements/ATZ works pursuant to Schedule 10 |
| "Affordable Housing Units" | means 95 units of London Affordable Rented Housing or Social Rented Housing, comprising 41 one-bedroom flats, 35 two-bedroom flats , and 19 three-bedroom flats, to be provided 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 to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963) in accordance with Schedule 2; |

| | |
|--------------------------------------|--|
| "Authority's Area" | means the administrative area of the Council; |
| "Air Quality Contribution" | means the Index Linked financial contribution sum of £39,623 (thirty-nine thousand six hundred and twenty-three pounds) to address the air pollution emissions associated with the proposed development located in the air quality management area, in line with the SPD, referred to in Schedule 4 ; |
| "Car Parking Spaces" | Means the 15 car parking spaces to be reserved for use in connection with car parking spaces for Rabbsfarm School pick up and drop off pursuant to Schedule 14 and the Plan attached at Appendix 2; |
| "Contributions" | means the Indexed Linked financial contributions for: <ul style="list-style-type: none"> • Active Travel Zone Healthy Street Contribution • Air Quality Contribution • Carbon Offset Contribution • Professional Engineering Consultancy Services Contribution • HUDU Health Contribution |
| "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 Statement of Intent) excluding operations consisting of: <ul style="list-style-type: none"> - site clearance; |

| | |
|---|--|
| | <ul style="list-style-type: none"> - 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 Commencement shall be construed accordingly; |
| "Development" | means the development of the Site pursuant to the Planning Permission as summarised in Schedule 1 hereto; |
| "Employment Strategy & Construction Training Scheme" | means either a contribution equal to the formula within the Council Planning Obligations Supplementary Planning Document (SPD) 2014, or an in-kind training scheme equal to the financial contribution delivered during the construction period of the development. Details shall be in accordance with the Council Planning Obligations SPD with the |

| | |
|---|---|
| | <p>preference being for an in-kind scheme to be delivered, in accordance with Schedule 6</p> <p>Financial Contribution will only be accepted in exceptional circumstances.</p> |
| <p>"Carbon Offset Contribution Contribution"</p> | <p>means the Index Linked financial contribution calculated in accordance with condition 13 of the Planning Permission shall be paid to the Council's carbon offset fund, to make up for the shortfall for this development and in order to make the development policy compliant (£95 for every tCO2/annum over a period of 30 years that is below the zero carbon target) in accordance with Schedule 5;</p> |
| <p>"Form PO1"</p> | <p>means the form in the substantial format attached at Appendix 1;</p> |
| <p>" Head of Planning Regeneration & Public Realm"</p> | <p>means the Council's Head of Planning Regeneration & Public Realm or such person as the Council designates as undertaking this role;</p> |
| <p>"Highways Agreement"</p> | <p>means one or more highways agreements to be entered into by the Owners and the Council under section 38 and/or section 278 of the 1980 Act in relation to the Highways Works and the Public Realm Improvement Works;</p> |
| <p>"Highway Works ""</p> | <p>means the highway works and works carried out under s278 of the 1980 Act including the</p> |

| | |
|---|--|
| | public realm improvements outlined in Schedule 2 ; |
| "HUDU Health Contribution" | means the Index Linked financial contribution of £231,385 (two hundred and thirty-one thousand three hundred and eighty-five pounds) to be paid to the Council for the enhancement of existing healthcare infrastructure and the provision of additional healthcare infrastructure in the Authority's Area which may include the expansion of health premises to provide additional facilities and services to meet increased patient or user numbers and/or new health premises or services at local level pursuant to Schedule 9 ; |
| "Index Linked" | means the application of the formula provided at Clause 16 of this Statement of Intent; |
| "London Affordable Rented Housing" | <p>means rented housing provided by a Registered 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 in accordance with Part VI of the Housing Act 1996 at a rent that is:</p> <ul style="list-style-type: none"> (a) including Service Charges, up to eighty per cent (80%) of local market rents; and (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance; |

| | |
|-------------------------------|---|
| "Library Provision" | means the provision and maintenance of a Library delivered in accordance with the Planning Permission |
| "Occupation" | Occupation means the first occupation of a residential unit for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase of it) and the terms "Occupy" and "Occupied" shall be construed accordingly |
| "Parking Permit" | means a resident's parking permit issued 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); |
| "Parties" | means the Owners, Mortgagee and the Council; |
| "Plan" | means the plan attached to this Deed at Appendix 2 hereto; |
| "Planning Application" | means demolition of existing Yiewsley Library Building and the erection of a new residential building on the Yiewsley Library site (Falling Lane) and the erection of a new mixed use building on the former Yiewsley Swimming Pool site (Otterfield Road), with a replacement library at ground floor level, residential uses above and new pedestrian access off of the High Street. Detailed Description: Demolition of existing Yiewsley Library Building and the erection of a 5-storey residential building, comprising 50 dwellings, with 28 underground parking spaces (13 for residential and 15 for use by Rabbsfarm Primary School). The Otterfield Road site proposes the erection of a 5-storey building, comprising 45 dwellings, with 25 |

| | |
|--|---|
| | car parking spaces (23 for residential and 2 for library users) under reference 76795/APP/2023/2503 |
| "Planning Permission" | means the planning permission that may be granted for the Development in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 hereto; |
| "Planning Reference" | means the council's planning reference 76795/APP/2023/2503; |
| "Principal Planning Obligations Officer" | means the Council's Principal Planning Obligation Officer or such person as the Council designates as Deed this role; |
| "Professional Engineering Consultancy Services Contribution " | Means the sum of £1,200 (one thousand two hundred pounds) to fund professional engineering consultancy services to identify and design those measures required to improve the safety and convenience of cycling across the Trout Road/High Street/Falling Lane junction in accordance with Schedule 12; |
| "Project Management and Monitoring Fee" | means the sum equivalent to five (5) percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed in accordance with Schedule 8 ; |
| "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 |

| | |
|--------------------------------|--|
| | <p>statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;</p> <p>b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; and</p> <p>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;</p> |
| “Public Open Space Plan | Means a detailed Plan for the upgrade of the park; to include, but not limited to, a new playground, improved pedestrian access and boundary treatment on the Otterfield Road site and footpath, tree planting, footpath and ramp upgrades in accordance with Schedule 11; |
| “Registered Provider” | <p>means:</p> <p>(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);</p> <p>(b) an approved development partner of Homes England (or any successor</p> |

| | |
|--|---|
| | <p>agency) which is eligible to obtain grant funding; or</p> <p>(c) any other body specialising in the provision of Affordable Housing,</p> <p>in each case either nominated or approved by the Interim Head of Planning Regeneration and Public Realm (such approval not to be unreasonably withheld or delayed);</p> |
| "Significant Under-Performance" | means delivery of less than 50 per cent of the total outputs specified in the Construction Training Scheme; |
| "Site" | means the property known as Yiewsley Library and Former Yiewsley Swimming Pool. The site is shown for identification purposes only edged red on the Plan in accordance with Appendix 2 ; |
| "Social Rented Housing" | means rented housing owned and managed by local authorities or Registered Providers and let at Target Rents; |
| "Specified Date" | means the date upon which an obligation arising under this Deed is due to be performed; |
| "Training Costs" | <p>means the sum calculated using the following formula as prescribed within the Council's Planning Obligations Supplementary Planning Document 2014:</p> <p>"£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</p> |

| | |
|----------------------|--|
| | training for one person on an NVQ construction course at college"; |
| "Travel Plan" | means a full Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The Plan will include details of a commitment to delivering the Travel Plan objectives, in accordance with Schedule 7 ; |
| "VAT" | means 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 Deed

- 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.
- 1.2.3 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;

- 1.2.4 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.54 where the agreement, approval, consent or an expression of satisfaction is required by the Owners under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.3 references to any statute or statutory provision include references to:
- 1.2.3.1 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
 - 1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision
- 1.2.4 references to the Site include any part of it;
- 1.2.5 references to any party in this Deed 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;
- 1.2.6 "including" means "including, without limitation";
- 1.2.7 any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.8 without prejudice to the terms of any other provision contained in this Deed the Owners 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 Owners arising under this Statement of Intent;
- 1.2.8 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

2. LEGAL BASIS

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

3. CONDITIONALITY

- 3.1 With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 11, 12, 13, 14 and 19, which shall take effect immediately this Deed is conditional on the grant and issue of the Planning Permission.

4. MISCELLANEOUS

- 4.1 Nothing contained or implied in this Deed 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 Deed.
- 4.2 Nothing in this Deed 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 Statement of Intent, 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 Owners in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed 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 Owners.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owners and any successors in title to the Site and assigns of the Owners in an interest or estate to the Site or any part or parts

of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

- 4.6 No party to this Deed 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 Deed 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 Deed 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 Owners 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 Deed 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 Deed.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owners and the Council or their respective successors in title.

5. CONTRIBUTIONS

Payment of the Contributions required by this Deed shall be made on the following basis:

- (a) The Contribution shall be paid in instalments as follows:
- i. £100,000 on or before the Commencement of the Development; and
 - ii. seven equal quarterly instalments, each for the sum of £125,000, the first of which shall be on the first working day after expiry of three calendar months from the Commencement of the Development; and
 - iii. a final payment of £123,956 to be made on the first working day after the expiry of 24 months from the Commencement of the Development

- (b) The Contributions due under this Deed shall be delivered to the person and address specified in clause 14;
- (c) 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.

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

5.2 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 Owners the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

6. THE OWNERS'S PLANNING OBLIGATIONS

6.1 The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in this Deed and the schedules hereto.

6.2 The Owner further covenants with the Council that it will use the Land solely for use falling within Class C2 of the Town and Country Planning (Use Classes) Order 1987 (as amended) and for no other use.

7. COSTS

7.1 The Owner hereby covenants with the Council that on completion of this Deed 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 Deed.

- 7.2 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 7.1 above.

8. **REGISTRATION OF STATEMENT OF INTENT**

- 8.1 This Deed shall be registered as a Local Land Charge by the Council.

9. **RIGHT OF ACCESS**

- 9.1 Without prejudice to the Council's statutory right of entry the Owners 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 Deed has been performed or observed.

10. **OWNERSHIP**

- 10.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site.

11. **CHANGE IN OWNERSHIP**

- 11.1 The Owner agrees with the Council to give the Council immediate written notice of any change in Ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

12. **ARBITRATION**

- 12.1 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

12.2.1 the tribunal shall consist of [one] arbitrator appointed jointly by the parties;

12.2.2 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;

12.2.3 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

12.2.4 the seat of the arbitration shall be London.

13. THIRD PARTIES

13.1 No provision in this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

14. NOTICES

14.1 All notices served under or in connection with this Deed 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.

14.2 Any notice to be served under or in connection with this Deed shall be sent to the:

14.3 Any notice to be served under or in connection with this Deed shall be sent to the:

- a) the Principal Planning Obligations Officer, Planning Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference, in addition to e-mailing at cil@hillington.gov.uk;
- b) to the Owner at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW 15.

15. FORM PO1

15.1 Prior to Commencement of Development the Owners shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council in accordance with clause 14 above.

16. INDEXATION

16.1 The Owners agrees with the Council that any sums payable by the Owners under this Deed 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 Deed;

- (c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date
- (d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed and
- (e) C/D is equal to or greater than 1.

16.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owners in writing.

17. INTEREST

17.1 All costs, payments and expenses payable to the Council under this Deed 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.

18. VAT

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

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

19. JURISDICTION

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

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

DEVELOPMENT

Demolition of existing Yiewsley Library Building and the erection of a new residential building on the Yiewsley Library site (Falling Lane) and the erection of a new mixed use building on the former Yiewsley Swimming Pool site (Otterfield Road), with a replacement library at ground floor level, residential uses above and new pedestrian access off of the High Street. Detailed Description: Demolition of existing Yiewsley Library Building and the erection of a 5-storey residential building, comprising 50 dwellings, with 28 undercroft parking spaces (13 for residential and 15 for use by Rabbsfarm Primary School). The Otterfield Road site proposes the erection of a 5-storey building, comprising 45 dwellings, with 25 car parking spaces (23 for residential and 2 for library users)

SCHEDULE 2

PART 1 - AFFORDABLE HOUSING

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

1. Prior to Commencement of the Development, to submit to the Council a scheme detailing how the Affordable Housing will be delivered and secured in perpetuity (subject to clause 4.6 of this Statement of Intent) and thereafter to ensure that the Development is only occupied in accordance with the approved scheme which shall include:
 - 1.1 The layout, design and specification of the Affordable Housing Units;
 - 1.2 The tenure of the Affordable Housing Units; and
 - 1.3 How the Affordable Housing Units will be managed to ensure that they are retained and used in perpetuity as Affordable Housing.
2. Not to Occupy or allow Occupation of the Development until such time as:
 - 2.1 The Affordable Housing Units (either single or both blocks) have been completed in accordance with the Planning Permission and unless the Council agrees otherwise to the Housing Corporation Scheme Development Standards (April 2007 edition or any updated or amended edition from time to time);
 - 2.2 The Affordable Housing Units have been made ready for Occupation
3. To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing save that this obligation shall not be binding on:
 - 3.1 A Protected Tenant of an Affordable Housing Unit or anyone deriving title from such Protected Tenant;
 - 3.2 A mortgagee or chargee (or any receiver or administrative receiver appointed by such mortgagee or chargee) of the whole or any part of the Affordable Housing Units or any successors in title to such mortgagee or chargee or receiver or administrative

receiver ("the Mortgagee") PROVIDED THAT the Mortgagee acting pursuant to any event of default shall first give written notice to the Council of its intention to dispose and shall have used reasonable endeavours to the satisfaction of the Director of Residents Services over a period of twelve (12) weeks from the date of the written notice to dispose of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding to the Mortgagee under the terms of the mortgage or charge including all accrued principal monies, interest and costs and expenses incurred by the Mortgagee in respect of the mortgage or charge. If such disposal has not taken place within the twelve (12) week period and the Council have certified in writing that it is satisfied that the Mortgagee has complied with the obligation in this paragraph 3.2, the Mortgagee shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Schedule 2 which shall determine absolutely; and

- 3.3 Any mortgagee or chargee (or any receiver appointed by such mortgagee or chargee) of any Protected Tenant or any successors in title to any such mortgagee or chargee or receiver.
4. The Affordable Housing Units shall not be Occupied other than on a tenure and with the categories of occupants to be in accordance with categories as determined (from time to time) by the Deputy Chief Executive and Director of Residents Services.
5. The Development 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/Owner/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 Registered Provider of that unit or other such legal agreements as are reasonably required by the Council.

6. Disposal to a Registered Provider shall be subject to a condition that the Registered Provider enters into such legal agreements as are reasonably required by the Council relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units.
7. The Owner or the Registered Provider where relevant shall pay the Council's reasonable and proper costs in dealing with any notices, enquiries or further agreements relating to this Part 1 of this Schedule 2.
8. The affordable housing provisions in Schedule 2 of this Agreement shall not be binding on a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee provided that:
 - 8.1 such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of 3 months from the date of the written notice, to complete a disposal of the Affordable Housing Units to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - 8.2 if such disposal has not completed within the 3 month period, the Chargee, shall be entitled to dispose of the Affordable Housing Units free from the affordable housing restrictions in Schedule 2 of this Statement of Intent which provisions shall determine absolutely.
9. For the purpose of this schedule the following definitions will apply:

"Charge" means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee

"Date of Deemed Service" means, in each instance where a Chargee has served a Default Notice under this paragraph 9 of Schedule 2:

 - (a) in the case of service by delivery by hand of the Default Notice to the Council's offices addressed to the Director of Residents Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW the date on which the Default Notice is so delivered; or
 - (b) in the case of service by using first class registered post to the Council's offices at 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 9 of Schedule 2 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units.

"Intention Notice" means a notice in writing served on the Chargee by the Council under paragraph 9.2 of Schedule 2 that the Council is minded to purchase the relevant Affordable Housing Units.

"Moratorium Period" means, in each instance where a Chargee has served a Default Notice under paragraph 9 of Schedule 2, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling 3 months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA).

"Option" means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 9.2 for the purchase of the Affordable Housing Units.

"Sums Due" means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses.

- 9.1 In order to benefit from the protection in paragraph 9.6 (an absolute release of the restriction on the Affordable Housing Units if a sale to the Council or a Registered Provider has not been completed with the 3 month Moratorium Period detailed below) a Chargee must:
- (a) serve a Default Notice on the Council by delivery by hand to the Council's offices during office hours or using first class registered post to the Council's offices in either case addressed to the Director prior to seeking to dispose of the relevant Affordable Housing Units;
 - (b) when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and
 - (c) subject to paragraph 9.5, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 9.3
- 9.2 From the first day of the Moratorium Period to (but excluding) the date falling 1 calendar month later, the Council may serve an Intention Notice on the Chargee.
- 9.3 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 Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) 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 between the parties to the Option (acting reasonably));

- (b) the price for the sale and purchase will be agreed in accordance with paragraph 9.4(b) or determined in accordance with paragraph 9.5;
- (c) provided that the purchase price has been agreed in accordance with paragraph 9.4(b) or determined in accordance with paragraph 9.5, but subject to paragraph 9.3(d), the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of (A) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (B) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

9.4 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to reasonable enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the Council (or its nominated substitute Registered Provider) 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 contained in this Schedule; and
 - (ii) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

For the avoidance of doubt at no point shall the Chargee be required to dispose of the relevant Affordable Housing Unit(s) for a consideration less than the amount due and outstanding under the terms of the relevant security documentation

9.5 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 9.4(b):

- (a) the Council (or its nominated substitute Registered Provider) 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 Council (or its nominated substitute Registered Provider); and

- (c) 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 their 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;
 - (d) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 9.4(b)(i), due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Statement of Intent;
 - (e) the independent surveyor shall act as an expert and not as an arbitrator;
 - (f) the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - (g) the independent surveyor shall make their decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after their appointment and in any event within the Moratorium Period; and
 - (h) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 9.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in Schedule 2 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 date falling 1 calendar month after the first day of the Moratorium Period;
 - (b) the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units Housing Units on or before the date on which the Moratorium Period expires; or
 - (c) the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 9.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 9.1 to 9.5 (inclusive).
- 10 MONITORING
- 10.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Statement of Intent the Council shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.

- 10.2 The Parties acknowledge and agree that as soon as reasonably practicable the Council shall report to the GLA through the London Development Database the following information (to the extent applicable):
- a) the approval of an Additional Affordable Housing Scheme pursuant to paragraph 3 of this Part 2 of this Schedule 2 or, if it is determined that an Additional Affordable Housing Scheme is not required, the date of such determination; and
 - b) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
 - c) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;
 - d) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.7 of this Part 2 of this Schedule.

SCHEDULE 3
HIGHWAY WORKS

The Owners 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 Highways Works before the Highways Works are commenced or to procure that the Owner's successor in title to the Site shall enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced.
 3. Without prejudice to the requirements of paragraph 2 of this Schedule, the scope and specification of any Highways 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 Highways Works including any traffic orders the Council seeks to make which are necessary to implement the Highways Works, whether or not such orders are successfully made.
 5. The Owners shall pay the Council's reasonable and proper legal costs in entering into any Highways Agreements.
 6. The Highway Works will deliver (but may not be limited to) remodelling and reinstatement of the main site access and footway on the southern flank of the proposal site:

SCHEDULE 4
AIR QUALITY CONTRIBUTION

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

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

SCHEDULE 5

CARBON OFFSET CONTRIBUTION

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

1. Prior to Commencement of the Development to pay to the Council the first instalment of Carbon Offset Contribution (as per Clause 5 above), and comply with the instalment plan for when the contribution falls due and
2. Not to Commence or cause or allow or permit Commencement of the Development of any part of the Development before the first instalment Carbon Offset Contribution is paid.

SCHEDULE 6
EMPLOYMENT STRATEGY & CONSTRUCTION TRAINING

The Owners hereby covenants with the Council as follows:

Construction Training Scheme: In-kind Provision

1. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.
2. The Owners 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 Owners 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 Owners and the Council shall agree the Co-ordinator Costs (if any).
5. Prior to Commencement of the Development the Owners 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 Owners 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 Owners 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 Owners and the

Council agree in writing prior to Commencement of Development that the Owners 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 Owners throughout the construction period of the Development in accordance with that approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
 - 10.2 in the event of Significant Under-Performance the 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 7

TRAVEL PLAN

In this Schedule 6 the following definitions shall apply:

| | |
|-----------------------------------|---|
| 'Monitoring' | means a survey Employees/Guests/Visitors' of 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 Employees/Guests/Visitors' when travelling to and from the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time) |
| 'Monitoring Period' | means the period of five (5) years beginning on Occupation of the Development |
| Employees/Guests/Visitors' | means a person making the journey to/from the Development |
| 'Targets' | means targets for achieving a decrease in the proportion of Employees/Guests/Visitors' travelling to and from the Development by private Car and an increase in the proportion of Employees/Guests/Visitors' travelling to and from the Development by 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 Development |

| | |
|-----------------------------------|--|
| | |
| ‘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 |

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

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

2. The Travel Plan shall include as a minimum:
 - 2.1. Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
 - 2.2. The length of the monitoring period for the Travel Plan;
 - 2.3. A timetable for the preparation, implementation, monitoring and review of all stages of the Travel Plan;
 - 2.4. The period post Occupation when the initial Monitoring survey will be undertaken and details of subsequent Monitoring surveys for the purposes of assessment achievement of Targets;
 - 2.5. The Targets.

3. The 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 Development.

4. To fund and procure the implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter shall comply with the Travel Plan for the Monitoring Period.
5. The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Travel Plan Co-Ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
6. The Owner shall be responsible for the costs of Monitoring and auditing and any remuneration and expenses payable to the Travel Plan Co-ordinator and the Auditor.
7. In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.
8. Following approval of the Travel Plan for the Development the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period to include the following:
 - 8.1. within twenty eight (28) days of the Occupation of the Development to provide written details of the Travel Plan to employees and display sustainable travel information in communal guest areas;
 - 8.2. to use all reasonable endeavours to ensure that **Employees/Guests/Visitors'** of the Development comply with the Travel Plan;
 - 8.3. to undertake the initial Monitoring survey which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an annual review of the Travel Plan and provide a written report within twenty eight (28) days of the completed review to the Council;
 - 8.4. to supply the Council with a statistical summary of the modes of transport used by Guests disclosed by any monitoring surveys or copies of any questionnaires completed by **Employees/Guests/Visitors'**

9. The Owner will consider 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, where practicable

SCHEDULE 8

PROJECT MANAGEMENT AND MONITORING FEE

The Owners hereby covenants with the Council as follows:

1. Prior to Commencement of Development to pay to the Council the Project Management & Monitoring Fee; and
2. Not to commence or cause or allow or permit the Commencement of Development before the Project Management and Monitoring Fee is paid.

SCHEDULE 9

HUDU HEALTH CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development to pay to the Council the HUDU Health Contribution; and
2. Not to Commence or cause or allow or permit the Commencement of Development before the HUDU Health Contribution is paid.

SCHEDULE 10

ACTIVE TRAVEL ZONE HEALTHY STREET CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development to pay to the Council the Active Travel Zone Healthy Street Contribution; and
2. Not to Commence or cause or allow or permit the Commencement of Development before the Active Travel Zone Healthy Street Contribution is paid.

SCHEDULE 11

PUBLIC OPEN SPACE PLAN

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development to submit and obtain the written approval of the Council of the Public Open Space Plan; and
2. Not to Occupy or cause or allow or permit the Occupation of the Development unless and until the Public Open Space plan has been fully implemented to the satisfaction of the Council.

SCHEDULE 12

“PROFESSIONAL ENGINEERING CONSULTANCY SERVICES CONTRIBUTION

”

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development to pay to the Council the Professional Engineering Consultancy Services Contribution; and
2. Not to Commence or cause or allow or permit the Commencement of Development before the Professional Engineering Consultancy Services Contribution is paid.

SCHEDULE 13

RESIDENTIAL PARKING PERMITS

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

- 1 Upon completion of this Statement of Intent 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) 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"

SCHEDULE 14
CAR PARKING SPACES

The Owner hereby covenants with the Council as follows:

1. Prior to first Occupation of the Development to secure that fifteen (15) Car Parking Spaces are reserved for use by Rabbsfarm Primary School in Yiewsley (the School) for the purposes of pick up and drop off and other use by staff and students of the School as shown on the Plan attached as Appendix 2; and
2. Not to Occupy or permit the Occupation of the Development before the Car Parking Spaces are in situ and available for use by the School.
3. To provide that the Car Parking Spaces will be allocated to the School and be available for use by the School within the Fairfield Road Car Park throughout the construction of the Development.

APPENDIX 1

FORM PO1

FORM PO1

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

SECTION 106/278 LEGAL AGREEMENT/Statement of Intent

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

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

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

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

☐

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

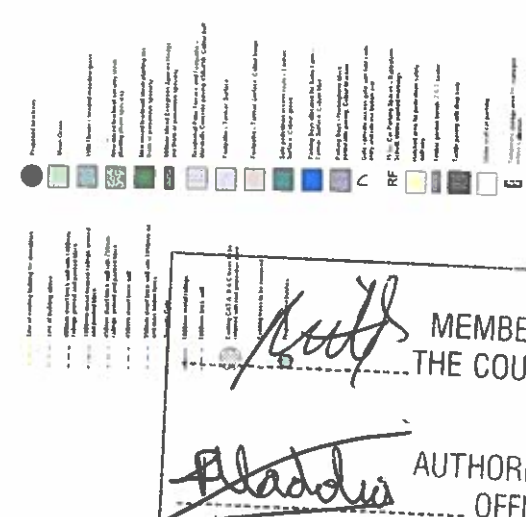
OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

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

APPENDIX 2

PLAN



MEMBER OF THE COUNCIL
AUTHORISED OFFICER

[Signature]

Table 1: Summary of Site Data

| Item | Value |
|----------------|-----------|
| Site Area | 1.2 Ha |
| Building Area | 1,200 sqm |
| Parking Spaces | 20 |

Table 2: Detailed Site Data

| Item | Value |
|----------------|-----------|
| Site Area | 1.2 Ha |
| Building Area | 1,200 sqm |
| Parking Spaces | 20 |

Table 3: Detailed Site Data

| Item | Value |
|----------------|-----------|
| Site Area | 1.2 Ha |
| Building Area | 1,200 sqm |
| Parking Spaces | 20 |

APPENDIX 3

DRAFT PLANNING PERMISSION

1. The proposed development is a new building of 10,000 sq. m. (10,000 sq. ft.) for use as a warehouse and office space. The building is to be constructed on a plot of land of 10,000 sq. m. (10,000 sq. ft.) and is to be used for the storage and distribution of goods. The building is to be constructed in accordance with the requirements of the Building Regulations and the Planning Regulations. The building is to be constructed in accordance with the requirements of the Building Regulations and the Planning Regulations. The building is to be constructed in accordance with the requirements of the Building Regulations and the Planning Regulations.

DRAFT

GABOR HONFI
Hunters
Space One
Beadon Road
London
W6 0EA

Application Ref: 76795/APP/2023/2503

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

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

Description of development:

Formal Description: Demolition of existing Yiewsley Library Building and the erection of a new residential building on the Yiewsley Library site (Falling Lane) and the erection of a new mixed use building on the former Yiewsley Swimming Pool site (Otterfield Road), with a replacement library at ground floor level, residential uses above and new pedestrian access off of the High Street.

Detailed Description: Demolition of existing Yiewsley Library Building and the erection of a 5-storey residential building, comprising 50 dwellings, with 28 undercroft parking spaces (13 for residential and 15 for use by Rabbsfarm Primary School). The Otterfield Road site proposes the erection of a 5-storey building, comprising 45 dwellings, with 25 car parking spaces (23 for residential and 2 for library users).

Location of development: Land At Yiewsley Library & Former Yiewsley Pool Falling Lane Otterfield Road Yiewsley

Date of application: 14th September 2023

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Application Ref: 76795/APP/2023/2503

SCHEDULE OF CONDITIONS

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

REASON

To comply with Section 91 of the Town and Country Planning Act 1990.

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

M9534-APL101 Rev B
M9534- HUN- A- APL117 Rev B
M9534- APL105 Rev C
M9534- APL106 Rev C
M9534- APL107 Rev C
M9534- APL108 Rev B
M9534-APL109 Rev B
M9534-APL110 Rev B
M9534- APL202 Rev B
M9534- APL203 Rev B
M9534- HUN- DR- APL204 Rev C
M9534-APL205 Rev B
M9534- APL206 Rev B
M9534-APL113 Rev C
M9534-APL500 Rev A
M9534-HUN-01-01-DR-A-21-014
M9534- APL106 Rev D
M9534-APL112 Rev B
M9534- APL114 Rev C
M9534- APL115 Rev B
M9534- HUN- DR- APL208 Rev B
M9534-APL209 Rev C
M9534-APL210 Rev C
M9534- HUN- DR- APL211
M9534-APL111 Rev B
M9534- HUN- A- APL116 Rev B
M9534- HUN- DR- APL212 Rev B
M9534-APL401 Rev A
M9534-APL104 Rev C;

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

REASON

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

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

Design and Access Statement August 2023
Noise Impact Assessment 26770REP-1C
Planning Statement September 2023
Circular Economy Statement
Otterfield Road Whole Carbon Life-cycle Assessment October 2023
Falling Lane Whole Carbon Life-cycle Assessment October 2023
M9534-APL201 Rev B
M9534- HUN- A- UGF001 Rev A
M9534- UGF002 Rev A
F14/146109/GRA Phase II Contaminated Land Report
F13/1/HA Covering Letter Contaminated Land Report
F13/146109/PRA Phase 1 Contaminated Land Report
21.0172.0002.F0 Preliminary Ecological Appraisal Report
3476-FALL-ICS-XX-RP-C-001D Flood Risk Assessment & Drainage Statement Revised Falling Lane
10042.001 Falling Lane Archaeology Report
10042.002 Otterfield Road Archaeology Report
Construction Management Plan July 2023
21675-HYD-XX-XX-RP-Y-0001 Fire Safety Strategy
Daylight Sunlight Report July 2023
Otterfield Road Contaminated Land Survey Addendum V2 July 2023
Falling Lane Contaminated Land Survey Addendum V2 June 2023
Falling Lane Travel Plan Statement SJ/RW/HC/ITB14707-003C
Otterfield Road Travel Plan Statement SJ/RW/HC/ITB14706-003
M9534- APL102 Rev B
M9534-APL215 Rev A
M9534-APL300 Rev A
M9534-APL301 Rev A
Affordable Housing Statement August 2023
Ground Contamination Risk Assessment Letter 10 November 2021
Potential Contamination Risk Assessment CGK/00150/GRA
Energy Statement P7567-FUT-ZZ-R-00
Whole Lifecycle Carbon Assessment Spreadsheet
Drainage Strategy 3476-FALL-ICS-01-XX-DR-C-0200-S2 Rev P06
Proposed Drainage Layout 3477-OTTE-ICS-01-XX-DR-C-0200-S2 Rev P06
Flood Risk Assessment and Drainage Strategy 3477-OTTE-ICS-RP-C-07.001C
Otterfield Road Arboricultural Report TH 1958 February 2022
Falling Lane Arboricultural Report TH 1957 February 2022
Risk Assessment - Contaminated Land Survey November 2021
Risk Assessment - Contaminated Land Survey December 2021
Transport Statement Otterfield Road 28 July 2023
Transport Statement Falling Lane 28 July 2023
Soakaway Details Otterfield Road 09/09/2021
Greenfired Volumes 13/11/2023

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

REASON

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

- 4 Notwithstanding the submitted plans, detailed drawings or samples of materials, as appropriate, in

respect of the following shall be submitted to and approved in writing by the Local Planning Authority before the relevant phase of the development is commenced. Thereafter the development shall be constructed in accordance with the approved details and be retained as such. Details should include information relating to:

- (i) Details and samples of all new external materials, including brickwork (to include sample brick panels on site), bonding, pointing style, mortar mix, mastic colour, roofing materials, brise de soleil, brick detailing;
- (ii) Details of external rainwater goods, pipe work, flues, vents, signage, balconies and door canopies;
- (iii) Detailed drawings of fenestration and doors, including profiles of all new windows, external doors, together with information on materials, glazing and finishes;
- (vi) Cycle and Bin Stores.

REASON

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

5 FALLING LANE PHASE

No development shall take place until a landscape scheme has been 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
2. Details of Hard Landscaping
 - 2.a Refuse Storage
 - 2.b Cycle Parking for 90 long stay and 6 short stay bicycles
 - 2.c Means of enclosure/boundary treatments
 - 2.d Car Parking Layouts for 28 cars (13 for the residential units and 15 Park & Stride) including demonstration that 20% of all parking spaces are served by active electrical charging points (and the remainder served by passive provision) and 7 disabled accessible spaces
 - 2.e Hard Surfacing Materials
 - 2.f External 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 turfing/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

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 - Development Management Policies (2020) and Policy G5 of the London Plan (2021).

6 OTTERFIELD ROAD PHASE

No development shall take place until a landscape scheme has been 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

2. Details of Hard Landscaping

2.a Refuse Storage

2.b Cycle Parking for 74 long stay and 10 short stay bicycles

2.c Means of enclosure/boundary treatments

2.d Car Parking Layouts for 25 cars (23 for the residential units and 2 for library use) including demonstration that 20% of all parking spaces are served by active electrical charging points (and the remainder served by passive provision) and 7 disabled accessible spaces

2.e Hard Surfacing Materials

2.f External 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 turfing/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

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 - Development Management Policies (2020) and Policy G5 of the London Plan (2021).

- 7 Prior to the commencement of the relevant phase 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):

- (i) a programme of works, including hours of construction;
- (ii) the measures for traffic management and encouragement of sustainable modes of transport for workers, including prohibition of construction vehicles parking on the local highway network within the vicinity of the application site;
- (iii) the haulage routes and details of a vehicle booking system including use of a banksman (if applicable), ensuring construction deliveries are received outside peak hours;
- (iv) any closures of public routes and diversions, demonstrating how time spent closed to the public has been minimised;
- (v) the provision of secured restricted access as the sole means of entry to site for cyclists along with a secured turnstile entrance for pedestrians;
- (vi) a site plan identifying the location of the site entrance, exit, visibility zones, wheel washing, hard standing, hoarding (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting), stock piles, dust suppression, location of water supplies and location of nearest neighbouring receptors;
- (vii) the loading, unloading and storage of equipment, plant, fuel, oil, materials and chemicals;
- (viii) the means to prevent deposition of mud on the highway and chemical and/or fuel run-off from into nearby watercourse(s);
- (ix) a dust risk assessment, including means to monitor and control dust, noise and vibrations, following the published guidance by The Institute of Air Quality Management (IAQM) on how to assess impacts of emissions of dust from demolition and construction sites. This must demonstrate compliance (drawn up in accordance with) the GLA Control of Dust and Emissions from Construction and Demolition SPG (or any successor document);
- (x) the likely noise levels to be generated from plant and construction works and the precautions set out to eliminate or reduce noise levels where the operational risk levels illustrated within The Control of Noise at Work Regulations 2005 could be exceeded;
- (xi) confirmation that a mobile crusher will/won't be used on site and if so, a copy of the permit and intended dates of operation;
- (xii) confirmation of all Non-Road Mobile Machinery (NRMM) to be used, or a statement confirming that NRMM will not be used. All Non-Road Mobile Machinery (NRMM) and plant to be used on site of net power between 37kW and 560 kW shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" and must be registered at <http://nrmm.london/>;
- (xiii) an asbestos survey and management plan; and
- (xiv) the arrangement for monitoring and responding to complaints relating to demolition and construction.

and, for the avoidance of doubt:

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

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

REASON

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

- 8 Prior to the occupation of the relevant phase of the 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 - Development Management Policies (2020) and Policies T3 and T7 of the London Plan (2021).

- 9 1. The dwellings hereby approved shall, as a minimum standard, 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.
2. The dwellings hereby approved shall ensure that three, two bed units are constructed to meet the standards for a Category 3, M4(3)(2)(a) Wheelchair Adaptable Standard 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.
3. All Wheelchair Accessible Standard M4(3)(2)(b) and Wheelchair Adaptable Standard M4(3)(2)(a) units shall each be allocated an accessible parking space, capable of accommodating a high sided vehicle, designed to accord with the specifications set out in BS 8300:2018 which shall remain in place in perpetuity.
4. The development hereby approved shall accord with London Plan policy D5(B5) and D12(A) to include a minimum of one fire evacuation lift per block designed to meet the technical standards set out in BS EN 81-76, BS 9991 and/or BS 9999, as shown on drawing number M9534- APL107 and M9534-HUN- DR- APL204. The evacuation lift required within the Falling Lane and Otterfield Road buildings shall serve all floors and remain in place for the life of the development.
5. Prior to occupation of the relevant phase, the type and location of accessible play equipment for disabled children, to include sound tubes, colour and lighting canopies, and/or other play equipment that can stimulate the olfactory senses, shall be submitted to, and approved in writing, by the Local Planning Authority. The approved equipment shall be installed prior to the occupation of the relevant phase and thereafter retained and maintained.

REASON

To allow the Building Control body to check compliance of the development against the optional Building Regulations standards, and to ensure an appropriate standard of housing, in accordance with Policy D7 of the London Plan (2021) and to ensure the development provides inclusive play for all children, including those with complex multiple disabilities, in accordance with Policy D5 of the London Plan (2021).

- 10 For the lifetime of the development hereby permitted the rating level (LAr) of noise caused by its

operation shall not exceed: 40 dB LAr 15 min for any fifteen-minute period between 2300 and 0700, and 50 dB LAr 1 hour for any one-hour period between 0700 and 2300, determined one metre free field external to any window or door of any permanent residential, or equivalently noise sensitive premises, in accordance with 'Methods for rating and assessing industrial and commercial sound' British Standards Institution BS4142 2014.' This should ensure that the permitted development does not cause the recommended internal noise levels set out in 'Guidance on Sound Insulation and Noise Reduction for Buildings' BS8233 2014 to be exceeded with windows partially open for the purposes of ventilation and cooling to the extent that a significantly adverse noise effect would be likely. The night-time limit provides additional protection for vulnerable persons as explained in the WHO 2009 and 2018 Guidelines on noise impact.

REASON

To safeguard residential amenity in accordance with Policy EM8 of the Hillingdon Local Plan: Part One - Strategic Policies (November 2012) and Policy DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

- 11 For the lifetime of the development hereby permitted the noise level shall not exceed: 35 dB LAeq 16 hrs between 0700 and 2300 and 30 dB LAeq 8 hrs, between 2300 and 0700, measured inside any room of any permitted dwelling whilst achieving acceptable internal living conditions with respect to ventilation and temperature.' This has regard to the guidance set out in 'Guidance on Sound Insulation and Noise Reduction for Buildings' British Standard Institution BS8233: 2014.

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) and Policy DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

- 12 Prior to commencement of the relevant phase of the development a Crane Operation Plan shall be submitted to and approved in writing by the Local Planning Authority, in consultation with Heathrow Airport Limited. The submitted plan shall include details of:

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

The approved Crane Operation Plan (or any variation approved in writing by the Local Planning Authority) shall be implemented for the duration of the construction period.

REASON

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

- 13 Prior to above ground works for the relevant phase, a detailed Energy Assessment shall be submitted to and approved in writing by the Local Planning Authority. The Energy Assessment shall conform to the GLA Energy Assessment Guidance (June 2022 or amended) and shall set out the specific measures (including specifications, type and location) to achieve the zero carbon target required by London Plan SI2. The Energy Assessment shall set out clearly the baseline performance across the development (total kwhr per annum and kgCO2 per annum) and then how the 'be lean', 'be clean' and 'be green' measures set out in the London Plan shall be applied. The Energy Assessment shall be accompanied by plans and specification of any low or zero carbon technology to be used, including plans of its inclusion with the development. The report shall also clearly set out any 'shortfall' in carbon emissions below the zero carbon target that will form part of a carbon offset payment. The development must proceed and operate in accordance with the approved scheme.

REASON

To ensure the development contributes to a reduction in CO2 emissions in accordance with Policy SI 2 of the London Plan (2021).

- 14 Prior to commencement of the relevant phase of the development (excluding demolition), a detailed

energy monitoring, recording and reporting plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall accord with the requirements of the London Plan (policy SI2) and the GLA Energy Assessment Guidance (April 2020 or as amended) and demonstrate that the development will secure the energy savings set out and approved within the updated Energy Assessment required to be submitted.

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

REASON

To ensure the development's onsite carbon savings from regulated energy demand is achieved in perpetuity (i.e. annually over 30years) in accordance with the Policy SI 2 of the London Plan (2021).

- 15 Prior to superstructure works commencing within the relevant phase of the 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 roof 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. 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 roofs in order to minimise their 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 - Development Management Policies (2020).

- 16 Access to any flat roof areas not within private balconies or communal terraces hereby approved shall be for maintenance or emergency purposes only and such flat roofs shall not be used as a roof garden, terrace, balcony, patio or similar amenity area.

REASON

To prevent overlooking to adjoining properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020).

- 17 FALLING LANE PHASE

Details of on-site refuse and recycling storage, including the on-site management plan for bin rotation and collection shall be submitted to and approved in writing by the Local Planning Authority, this shall include plans and documentation. Such facilities shall be provided prior to occupation of the development and thereafter permanently retained.

REASON

To ensure adequate collection arrangements are in place in accordance with policy DMHB11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020).

- 18 No floodlighting or other form of external lighting shall be installed unless it is in accordance with details which have previously been submitted to and approved in writing by the Local Planning Authority. Such details shall include location, height, type and direction of light sources and intensity of illumination. Any lighting that is so installed shall not thereafter be altered other than for routine maintenance which does not change its details.

REASON

To safeguard the amenity of surrounding properties and to protect the ecological value of the area in accordance with policies DMHB 11 and DME17 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020).

19 **FALLING LANE PHASE**

No new ground floor window or door shall open out onto or over the public highway (including the pavement), except those required for emergency access.

REASON

In the interest of pedestrian safety and ease of movement for pedestrians in accordance with Policies DMHB 12 and DMT 5 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020).

- 20 Notwithstanding the submitted details, prior to the commencement of above ground works within the relevant phase of the development, excluding demolition and site clearance works, details of the proposed cycle storage facilities within and outside that building, shall be submitted to and approved in writing by the Local Planning Authority.

The cycle parking details shall demonstrate that:

- at least the minimum quantum of short-stay and long-stay, as identified in Policy T5 of the London Plan (2021) is provided;
- no less than 5% of all provision within each cycle store is available on Sheffield stands with wide spacing (1.8m spacing, or 900mm side space if wider cycles are expected just on one side of a stand) for larger/wider cycles;
- no less than 20% of all residential cycle parking spaces and 10% of commercial cycle parking spaces are provided on Sheffield stands at a minimum of 1.0m spacing;
- all other matters are in accordance with the London Cycling Design Standards; and
- cycle parking facilities will cater for larger cycles, including adapted cycles for disabled people.

The cycle parking provision shall be fully implemented as approved, prior to the first occupation of the relevant phase, and so maintained in good working order and shall not be used for any other purpose.

REASON

To ensure that adequate arrangements are made for cycle parking in accordance with Policy T5 of the London Plan (2021).

- 21 Prior to occupation of the relevant phase of the development, a Parking Management and Allocation Plan 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 RESIDENTIAL 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 or leased/sub-let.
 - (ii) The final arrangements for managing the Rabbsfarm School Car Parking Area, including the access gate arrangements to ensure the future security of this parking area.

The approved plan shall be implemented as soon as the development 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 - Development Management Policies (2020).

- 22 Prior to commencement of works above ground floor level within the relevant phase (Falling Lane/Otterfield Road), full details of on-site children's play areas for the relevant phase shall be submitted to, and approved in writing by, the Local Planning Authority. A minimum of 125sqm children's play area is required for each phase. The details of the children's play area and play equipment to be installed shall achieve substantial compliance with the Mayor's Supplementary Planning Guidance 'Shaping Neighbourhoods: Children and Young People's Play and Informal Recreation' (September 2012) (or such other relevant standard), and shall clearly set out the type and location of accessible play equipment for disabled children, to include sound tubes, colour and lighting canopies, and/or other play equipment that can stimulate the olfactory senses.

Thereafter, the play areas shall be provided prior to the occupation of any unit within the relevant phase of the development and shall be maintained for this purpose only.

REASON

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

- 23 Prior to commencement of works above ground floor level within the relevant phase, 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; and
 - 6) provide active cooling systems.

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).

- 24 No site clearance or construction work shall take place within the relevant phase of the development 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 - Development Management Policies (2020).

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

REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000 to ensure the development provides a safe and secure environment in accordance with Policy DMHB15 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020) and London Plan (2021) Policies D11 and D12.

- 26 Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs'.

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

REASON

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

- 27 OTTERFIELD ROAD PHASE

Prior to the commencement of development (including demolition or groundworks) of the Otterfield Road site, a detailed method statement for the protection of reptiles shall be submitted to and approved in writing by the Local Planning Authority. The method statement shall set out how reptiles are to be protected during ground clearance and/or preparatory works in accordance with best practice. The development must be carried out in accordance with the approved method statement.

REASON

In order to encourage and protect wildlife in accordance with Policy DME1 7 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020).

28 OTTERFIELD ROAD PHASE

Prior to the commencement of development (including site clearance/preparatory works) of the Otterfield Road site, a badger survey shall be undertaken and the results submitted to and approved in writing by the Local Planning Authority. The survey shall be undertaken by a suitably qualified person using best practice techniques. If badgers and/or setts are identified, then the survey shall be accompanied by recommendations and a suitable method statement to ensure the subsequent development works are undertaken in a manner that protects badgers and their setts. The development must proceed in accordance with the approved survey, recommendations and method statements (where necessary).

REASON

In order to encourage and protect wildlife in accordance with Policy DME1 7 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020).

- 29 (i) The relevant phase of the development shall not commence until a further and, as appropriate, updated scheme to deal with contamination have 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 desk-top study is to be conducted by a competent person to characterise the site and provide information on the history of the site/surrounding area and to identify and evaluate all potential sources of contamination and impacts on land and water and all other identified receptors relevant to the site;

(b) A site investigation is to be conducted, the investigation is to include 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

(c) 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 of each phase, 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.

(d). An updated summary of the previously conducted site investigation, including the recorded 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

(e) A written method statement providing details of the remediation scheme/s, including details of how

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/s is identified an addendum to the remediation scheme/s 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/s are submitted to and approved by the LPA. The report/s shall include the details of the final remediation works and their verification to show that the works at each site 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/s. All imported soils for landscaping purposes shall be clean and free of contamination. Before any part of the development/s 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 Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020).

- 30 Prior to the first occupation of the relevant phase of the development hereby approved, a scheme of privacy screening for balconies and communal terraces shall be submitted to, and approved in writing by, the Local Planning Authority.

The scheme shall include details of the type, size and materiality of the proposed privacy screens, together with details of setbacks and/or defensible spaces for all communal amenity areas above ground floor level, to mitigate against loss of privacy and in the interests of safety.

The privacy screens shall be installed prior to the first occupation of the development and thereafter retained in perpetuity.

REASON

To prevent overlooking between amenity spaces and habitable rooms within the development in accordance with Policy DHMB 11 of the Hillingdon Local Plan Part 2: Development Management Policies (2020).

- 31 Prior to commencement of groundworks (excluding site investigations and demolition) within the relevant phase of the development, the applicant must submit a final detailed drainage design including drawings and supporting calculations (which include the whole site area) to the Lead Local Flood Authority for review and approval, aligned with the Flood Risk Assessment and Drainage Statement for Falling Lane (23/10/2023) and the Flood Risk Assessment and Drainage Statement for Otterfield Road (13/05/2022) and associated drawings. Drawings should demonstrate that exceedance flows are to be directed away from any buildings. Rainwater harvesting should be included in the final design. Evidence should be provided to demonstrate that infiltration testing has been carried out to demonstrate that this is feasible for the Otterfield Road site. A detailed management plan confirming routine maintenance tasks for all drainage components must also be submitted to demonstrate how the drainage system is to be maintained for the lifetime of the development.

REASON

To prevent the risk of flooding to and from the site in accordance with policies SI 12 and SI 13 of the

London Plan (2021), its associated Sustainable Design and Construction SPG, the Non-Statutory Technical Standards for Sustainable Drainage Systems and Policy EM6 of the Hillingdon Local Plan Part 1: Strategic Policies.

- 32 No building hereby permitted shall be occupied until evidence (photographs and installation contracts) is submitted to demonstrate that the sustainable drainage scheme for the site has been completed in accordance with the submitted details. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan for all of the proposed drainage components.

REASON

To prevent the risk of flooding to and from the site in accordance with policies SI 12 and SI 13 of the London Plan (2021), its associated Sustainable Design and Construction SPG, the Non-Statutory Technical Standards for Sustainable Drainage Systems and Policy EM6 of the Hillingdon Local Plan Part 1: Strategic Policies.

- 33 Prior to above ground level works of the relevant phase, a revised Fire Safety Strategy shall be submitted and approved in writing by the Local Planning Authority.

The development shall accord with the relevant approved Fire Safety Strategy and thereafter shall be maintained and retained as such.

REASON

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

- 34 Notwithstanding the approved drawings and prior to commencement of above ground works in either phase, revised details (including drawings) demonstrating that the winged horse relief feature from the existing library building to be demolished shall be incorporated into the development where feasible, or an alternative piece of public art shall be installed within the development.

The development shall be carried out in accordance with the agreed details and thereafter retained as such.

REASON

To ensure that an existing positive design feature is replicated in the new development in the interests of the character and appearance of the area and to accord with Policy DMHB 11 of the Hillingdon Local Plan Part 2 - Development Management Policies (2020).

INFORMATIVES

- 1 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.

- 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 The demolition of the existing buildings and the construction of the permitted development has the potential to disturb occupiers of nearby premises.

It is recommended that the Council uses its powers under Section 60 of the Control of Pollution Act 1974, with reference to BS5228 parts 1 and 2, to avoid significant noise and vibration effects on occupants.

- 4 Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist. If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions Prior to carrying out works, including the construction of access points, please register on www.linesearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to. Your responsibilities and obligations Cadent may have a Deed of Easement on the pipeline, which provides us with a right of access for a number of functions and prevents change to existing ground levels, storage of materials. It also prevents the erection of permanent/temporary buildings, or structures. If necessary Cadent will take action to legally enforce the terms of the easement. This letter does not constitute any formal agreement or consent for any proposed development work either generally or related to Cadent easements or other rights, or any planning or building regulations applications. Cadent Gas Ltd or their agents, servants or contractors do not accept any liability for any losses arising under or in connection with this information. This limit on liability applies to all and any claims in contract, tort (including negligence), misrepresentation (excluding fraudulent misrepresentation), breach of statutory duty or otherwise. This limit on liability does not exclude or restrict liability where prohibited by the law nor does it supersede the express terms of any related agreements. If you need any further information or have any questions about the outcome, please contact us at plantprotection@cadentgas.com or on 0800 688 588 quoting your reference at the top of this letter.
- 5 With regard to the above conditions attached to this Decision Notice and reference to the 'relevant phase of the development' this refers to the separate phase/sites of the proposals, i.e. either the Falling Lane site or the Otterfield Road site.

END OF SCHEDULE

Address:

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

DRAFT

Application Ref: 76795/APP/2023/2503

SCHEDULE OF PLANS

Greenfired Volumes 13/11/2023 - received 15 Nov 2023
3476-FALL-ICS-01-XX-DR-C-0200-S2 Rev P06 - received 15 Nov 2023
Soakaway Details Ottefield Road 09/09/2021 - received 15 Nov 2023
M9534-APL104 Rev C - received 15 Nov 2023
M9534-APL105 Rev C - received 15 Nov 2023
M9534- APL202 Rev B - received 23 Aug 2023
M9534- APL203 Rev B - received 23 Aug 2023
M9534- HUN- DR- APL204 Rev C - received 23 Aug 2023
M9534-APL205 Rev B - received 23 Aug 2023
M9534- APL206 Rev B - received 23 Aug 2023
M9534 APL400 Rev A - received 23 Aug 2023
M9534-APL113 Rev C - received 18 Sep 2023
M9534-APL500 Rev A - received 18 Sep 2023
M9534- HUN- DR- APL208 Rev B - received 23 Aug 2023
M9534-APL209 Rev C - received 23 Aug 2023
M9534-APL210 Rev C - received 23 Aug 2023
M9534- HUN- DR- APL211 - received 23 Aug 2023
M9534-APL111 Rev B - received 23 Aug 2023
M9534- HUN- A- APL116 Rev B - received 23 Aug 2023
M9534- HUN- DR- APL212 Rev B - received 23 Aug 2023
M9534-APL201 Rev B - received 23 Aug 2023
M9534-APL401 Rev A - received 23 Aug 2023
M9534- HUN- A- UGF001 Rev A - received 23 Aug 2023
Otterfield Road Whole Carbon Life-cycle Assessment October 2023 - received 23 Aug 2023
Falline Lane Archaeology Report July 2023 - received 23 Aug 2023
Otterfield Road Archaeology Report 10042.002 - received 23 Aug 2023
Construction Management Plan July 2023 - received 23 Aug 2023
21675-HYD-XX-XX-RP-Y-0001 Fire Safety Strategy - received 23 Aug 2023
Daylight Sunlight Report July 2023 - received 23 Aug 2023
Falling Lane Contaminated Land Survey Addendum V2 - received 23 Aug 2023

Otterfield Road Contaminated Land Survey Addendum V2 - received 23 Aug 2023
 Otterfield Road Travel Plan Statement 14 July 2023 - received 23 Aug 2023
 Falling Lane Travel Plan Statement SJ/RW/HC/ITB14707-003C - received 23 Aug 2023
 M9534- APL102 Rev B - received 23 Aug 2023
 M9534-APL213 Rev A - received 23 Aug 2023
 M9534-APL215 Rev A - received 23 Aug 2023
 M9534-APL300 Rev A - received 23 Aug 2023
 M9534-APL301 Rev A - received 23 Aug 2023
 Affordable Housing Statement August 2023 - received 23 Aug 2023
 Ground Contamination Risk Assessment Letter 10 November 2021 - received 23 Aug 2023
 Potential Contamination Risk Assessment CGK/00150/GRA - received 23 Aug 2023
 Energy Statement P7567-FUT-ZZ-R-001 - received 23 Aug 2023
 Whole Carbon Lifecycle Spreadsheet - received 23 Aug 2023
 Transport Statement Falling Lane - received 28 Mar 2023
 Cover Letter - received 28 Mar 2023
 M9534-APL101 Rev B - received 23 Aug 2023
 Design and Access Statement August 2023 - received 23 Aug 2023
 M9534-APL103 Rev A - received 23 Aug 2023
 26770REP-1C - received 23 Aug 2023
 M9534- HUN- A- APL117 Rev B - received 23 Aug 2023
 M9534- APL106 Rev C - received 23 Aug 2023
 M9534- APL107 Rev C - received 23 Aug 2023
 M9534- APL108 Rev B - received 23 Aug 2023
 M9534-APL109 Rev B - received 23 Aug 2023
 M9534-APL110 Rev B - received 23 Aug 2023
 M9534-APL901 Rev 01 - received 18 Sep 2023
 M9534-APL902 Rev 01 - received 18 Sep 2023
 M9534-HUN-01-01-DR-A-21-014 Rev 01 - received 18 Sep 2023
 Planning Statement September 2023 - received 18 Sep 2023
 Circular Economy Statement October 2023 - received 10 Nov 2023
 Falling Lane Whole Carbon Life Cycle October 2023 - received 10 Nov 2023
 M9534- APL106 Rev D - received 10 Nov 2023
 M9534-APL112 Rev B - received 23 Aug 2023
 M9534- APL114 Rev C - received 23 Aug 2023
 M9534- APL115 Rev B - received 23 Aug 2023
 M9534- UGF002 Rev A - received 10 Nov 2023

F14/146109/GRA Phase II Contaminated Land Report - received 28 Mar 2023
F13/1/HA Covering Letter Contaminated Land Report - received 28 Mar 2023
21.0172.0002.F0 Preliminary Ecological Appraisal Report - received 28 Mar 2023
3476-FALL-ICS-XX-RP-C-001D Flood Risk Assessment and Drainage Statement Revised Falling Lane - received 10 Nov 2023
F13/146109/PRA Phase 1 Contaminated Land Report - received 28 Mar 2023
Air Quality Assessment July 2023 - received 28 Mar 2023
Otterfield Road Arboricultural Report TH 1958 February 2022 - received 28 Mar 2023
Falling Lane Arboricultural Report TH 1957 February 2022 - received 28 Mar 2023
Risk Assessment - Contaminated Land Survey November 2021 - received 28 Mar 2023
Risk Assessment - Contaminated December 2021 Land Survey - received 28 Mar 2023
Transport Statement Otterfield Road 28 July 2023 - received 28 Mar 2023
Otterfield Road Arboricultural Report TH 1958 April 2019 - received 23 Aug 2023
Falling Lane Arboricultural Report TH 1957 April 2019 - received 23 Aug 2023
Catchment Descriptors 15/11/23 - received 15 Nov 2023

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

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 8424). Appeal forms can be downloaded from the Planning Inspectorate website at www.Planning-inspectorate.gov.uk

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal.

Further details are available at www.gov.uk/government/collections/casework-dealt-with-by-inquiries

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 an 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 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 officer 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 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.

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 Owner)
was duly affixed to this Statement
in the presence of:-

Member.....

Authorised Officer.....

