

DATED

20th January

2025

PETFORD DEVELOPMENTS LTD
and
THE LONDON BOROUGH OF HILLINGDON

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

RELATING TO THE DEVELOPMENT OF LAND AT
GARAGE SITE HILTON CLOSE

PLANNING APPLICATION NUMBER:
77811/APP/2024/442

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/024785

20th January

THIS PLANNING OBLIGATION BY DEED is dated

2025

and is made **BETWEEN**:

1. **PETFORD DEVELOPMENTS LTD** incorporated and registered in England and Wales with company number 15907448 whose registered office is at The Coach House, Greys Green Farm, Greys Green, Rotherfield Greys, Henley-On-Thames RG9 4QG ("the Owner");
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Land forming part of registered Title No. MX79283 at the Land Registry.
- C On 20th February 2024, 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.
- D The Owner intends to develop the Land pursuant to the Planning Permission.
- E The Council resolved at its Major Applications Planning Committee meeting on 16th July 2024 to delegate authority to determine the Planning Application to the Head of Planning and Building Control subject to the prior completion of this Agreement.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.

THIS DEED WITNESSES AS FOLLOWS:-**OPERATIVE PROVISIONS****1 INTERPRETATION**

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

"1980 Act"	means the Highways Act 1980 (as amended);
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"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 Land pursuant to the Planning Permission

	<p>but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> - site clearance; - demolition (provided always that such works do not relate to any listed building within the Land); - 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 Land ; and - environmental site investigations, <p>and Commence and Commenced shall be construed accordingly;</p>
“Contribution/s”	means the Parking Management Scheme Contribution;
“Development”	means the development of the Land pursuant to the Planning Permission;
“Dwelling”	means each of the two 3-bedroom detached dwellings
“Head of Development Management and Building Control”	means the Council’s Head of Development Management and Building Control or such person as the Council designates as undertaking this role;
“Land”	means all the land and buildings at Garage Site Hilton Close which is in the freehold ownership of the Owner and forming part of the land registered at the Land Registry under Title No. MX79283 and is shown for identification purposes edged in red on the Plan;
“Occupied”	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;
" Parking Management Scheme"	means any scheme used to control the allocation and management of on-street car parking in the London Borough of Hillingdon for the lifetime of the Development.
“Parking Management Scheme Contribution”	Means the sum of £7,000 towards the implementation of Parking Management Schemes in the London Borough of Hillingdon.
“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);
“Plan”	means the plan attached to this Agreement at Appendix 2;
“Planning Application”	means the application for planning permission for the erection of two 3-bedroom detached dwellings with associated parking and amenity space following demolition of existing garages under the Council's reference number 77811/APP/2024/442
“Planning Permission”	means the planning permission granted in pursuance of the Planning Application under reference 77811/APP/2024/442;
“Planning Reference”	means planning reference 77811/APP/2024/442
“Project Management and Monitoring Fee”	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
“RPI”	means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
“Working Day”	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;

- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
 - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
 - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Land include any part of it;
- 1.2.10 references to any party in this Agreement include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;
- 1.2.11 "including" means "including, without limitation";
- 1.2.12 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.13 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;
- 1.2.14 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.15 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

2 LEGAL BASIS

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

3 CONDITIONALITY

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

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

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

4 MISCELLANEOUS

- 4.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Land in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner in an interest or estate to the Land or any part or parts of the Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

5 THE OWNER'S PLANNING OBLIGATIONS

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

6 COSTS

6.1 The Owner hereby covenants with the Council that on completion of this Agreement it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Agreement.

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

7 REGISTRATION OF AGREEMENT

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

8 RIGHT OF ACCESS

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

9. ARBITRATION

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

9.1.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;

9.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

9.1.4 the seat of the arbitration shall be London

10. THIRD PARTIES

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

11. NOTICES

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

11.2 Any notice to be served under or in connection with this Agreement shall be sent to the:

- a) Head of Development Management and Building Control, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
- b) The Owner at The Coach House, Greys Green Farm, Greys Green, Rotherfield Greys, Henley-On-Thames RG9 4QG

12. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Head of Development Management and Building Control, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

13. CHANGE IN OWNERSHIP

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

14. CONTRIBUTIONS

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

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

14.2 Where any sum is paid for a particular purpose in accordance with this Agreement the Council shall not use the payment otherwise than for that

purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.

15. INDEXATION

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

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

16. INTEREST

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

17. VAT

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

18. JURISDICTION

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

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

PARKING MANAGEMENT SCHEME CONTRIBUTION

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

1. Prior to Commencement of Development the Owner shall pay the Parking Management Scheme Contribution to the Council.
2. There shall be no Commencement of Development until the Parking Management Scheme Contribution has been paid to the Council.
3. To use all reasonable endeavours to observe and perform or procure the observance and performance of the requirements, objectives, recommendations and principles of the Parking Management Scheme for the lifetime of the Development.

SCHEDULE 2

RESIDENTIAL PARKING PERMITS

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

- 1 Upon commencement of the Parking Management Scheme 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”

APPENDIX 1
FORM PO1

TO: HEAD OF DEVELOPMENT MANAGEMENT AND BUILDING CONTROL
RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

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

TICK BOX IF THIS FORM IS TO CONSTITUTE THE “FIRST NOTICE”

UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE

“FIRST NOTICE” PLEASE ATTACH THE “FIRST PAYMENT” AS

SPECIFIED IN THE AGREEMENT

☐

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

REVISIONS

A Updated Boundary & Garden Size

27/06/24



Initial
[Signature]

Initial
[Signature]

Proposed Site Plan

1 : 200

METASHAPE | ARCHITECTS

STATUS
PLANNING

PROJECT
Hilton Close, Uxbridge LONDON

SHEET TITLE
PROPOSED SITE PLAN

SCALE
1 : 200 @ A2

DATE
26/01/24

DRAWN
JW

REVIEWED
IL

JOB NO.
2022-022

SHEET NUMBER
201

REVISION
A

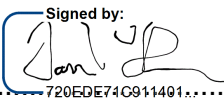
THE COMMON SEAL of the
**MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON**

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

MEMBER OF
THE COUNCIL.....

AUTHORISED OFFICER.....

EXECUTED AS A DEED by
PETFORD DEVELOPMENTS LTD acting by:-

DIRECTOR.....
 Signed by:
720E0E74C911401.....

David O'Sullivan

DIRECTOR/SECRETARY.....
 Signed by:
2931376497BF45E.....

Robert Petford