

DATED

4th December

2025

**SUNFLOWER INDUSTRIAL PROPERTY NOMINEE LIMITED AND SUNFLOWER
INDUSTRIAL PROPERTY NOMINEE 2 LIMITED**

and

MAPLE PARKING LIMITED

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
PARRS YARD BATH ROAD LONGFORD
PLANNING APPLICATION NUMBER: 8425/APP/2023/3454

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/26252

THIS PLANNING OBLIGATION BY DEED is dated - 4th December 2025
and is made **BETWEEN**:

- A. **SUNFLOWER INDUSTRIAL PROPERTY NOMINEE LIMITED** (incorporated and registered in Guernsey under company registration number 60257) and **SUNFLOWER INDUSTRIAL PROPERTY NOMINEE 2 LIMITED** (incorporated and registered in Guernsey under company registration number 60258) the registered office of both of which is PO Box 119, Martello Court, Admiral Park, St Peter Port, Guernsey GY1 3HB c/o Mileway, 3rd Floor, 3 Copthall Avenue, London EC2R 7BH and registered in the Register of Overseas Entities with ID OE003980 and OE003589 ("the Owner");
- B. **MAPLE PARKING LIMITED** incorporated and registered in England and Wales with company number 11917639 whose registered office is at 283 Westferry Road, London, England, E14 3RS ("the Developer"); and
- C. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

1. BACKGROUND

- 1.1 The Council is the local planning authority for the purposes of the Act in respect of the Site and by whom the obligations in this Agreement are enforceable.
- 1.2 The Owner has a freehold interest in the Land registered under Title Nos. AGL124081 at the Land Registry.
- 1.3 The Developer intends to take a lease of the Site from the Owner subject to the grant of the Planning Permission.
- 1.4 On 29 November 2023, the Developer submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- 1.5 The Owner and Developer intend to develop the Site pursuant to the Planning Permission.
- 1.6 The Council resolved to grant Planning Permission for the Development under reference number 8425/APP/2023/3454 and delegated authority to the Director of Planning and Sustainable Growth to approve the Application subject to conditions and the prior completion of this Deed in the interests of the proper planning of the area.

- 1.7 The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

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

"1980 Act"	means the Highways Act 1980 (as amended);
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Air Quality Contribution"	means the Indexed Link sum of [One hundred fifty-seven thousand and eight hundred eighty seven pounds] (£157,887) referred to in Schedule 1 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to) the implementation of the LBH Air Quality Local Action Plan.
"Authority's Area"	means the administrative area of the Council;
"Commencement of Development"	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: <ul style="list-style-type: none"> - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works;

	<ul style="list-style-type: none"> - 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, <p>and Commence and Commenced shall be construed accordingly;</p>
"Contributions"	means together the Air Quality Contribution,
"Director of Planning, and Sustainable Growth"	means the Council's Director of Planning and Sustainable Growth such person as the Council designates as undertaking this role;
"Development"	means the development of the Site pursuant to the Planning Permission;
"Index Linked"	means the application of the formula provided at clause 15 ;
"Interest"	Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
"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;
"Plan "	means the plan attached to this Agreement at Appendix 1 ;
"Planning Application"	means the application for planning permission for Change of use from HGV parking and storage yard to express park and ride service for Heathrow Airport Terminal 5 under the Council's reference number 8425/APP/2023/3454;

"Planning Permission"	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 2 ;
"Planning Reference"	means planning reference 8425/APP/2023/3454;
"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;
"Site"	means the property known as Parrs Yard Bath Road Longford and shown for identification purposes only edged red on Plan 1 ;
"Specified Date"	means the date upon which an obligation arising under this Agreement is due to be performed;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
"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 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;
- 1.2.6 where the agreement, approval, consent or an expression of satisfaction is required by the Owner and/or Developer 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;
- 1.2.7 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;
- 1.2.8 references to the Site include any part of it;
- 1.2.9 "including" means "including, without limitation";
- 1.2.10 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;
- 1.2.11 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;
- 1.2.12 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
- 1.2.13 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 and/or the Developer without limit of time.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the

Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and the Developer and their successors in title to the Site.

3 CONDITIONALITY

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

- (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 Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner and/or the Developer 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 and/or the Developer.
- 4.4 Nothing in this Agreement shall be construed as a grant of the 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 the Developer and any successors in title to the Site and assigns of the Owner or the Developer in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner, the Developer 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, the Developer and the Council or their respective successors in title.

5 THE OWNER'S PLANNING OBLIGATIONS

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

6 COSTS

- 6.1 The Owner and the Developer 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 and/or Developer 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 and/or the Developer shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under the Agreement has been performed or observed.

9. ARBITRATION

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

10. THIRD PARTIES

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

11. NOTICES

- 11.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;
- 11.2 Any notice to be served under or in connection with this Agreement shall be sent to the:
- a) Director of Planning and Sustainable Growth, 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 c/o Mileway, 3rd Floor, 3 Copthall Avenue, London EC2R 7BH (marked for the attention of The Asset Manager of Parr's Yard, West Drayton);
 - c) the Developer at 283 Westferry Road, London, England, E14 3RS.

12. CHANGE IN OWNERSHIP

The Owner and Developer agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Site

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 Site 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 and/or Developer (at its absolute discretion) and the Council may agree in writing.

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

15. INDEXATION

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

- (a) A is the sum actually payable on the Specified Date;

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

16. INTEREST

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

17. VAT

- 17.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.
- 17.2 The Owner and/or Developer 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 Developer and the VAT shall be paid accordingly.

18. JURISDICTION

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

19. INDEMNITY

- 20.1 The Owner and/or Developer hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:
 - a) Compensation (including any claim arising under the Site Compensation Acts)
 - b) Damages

- c) Costs
- d) Charges
- e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner and/or Developer to comply with its obligations under this Deed the Owner and/or Developer will hold the Council fully indemnified from and against each and every said claim

- 20.2 The Owner and/or Developer shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner and/or Developer or persons acting on behalf of the Owner and/or Developer shall not be regarded as servants or agents of the Council.

21. ACKNOWLEDGEMENT

Notwithstanding any other term contained in this Agreement, the Parties acknowledge that, although the Owner is bound by the terms of this Agreement, at the date of this Agreement it is intended that the Developer will carry out the Development and comply with the obligations contained in this Agreement. 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

AIR QUALITY CONTRIBUTION

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

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

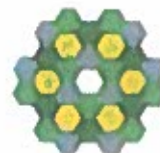
APPENDIX 1

PLAN

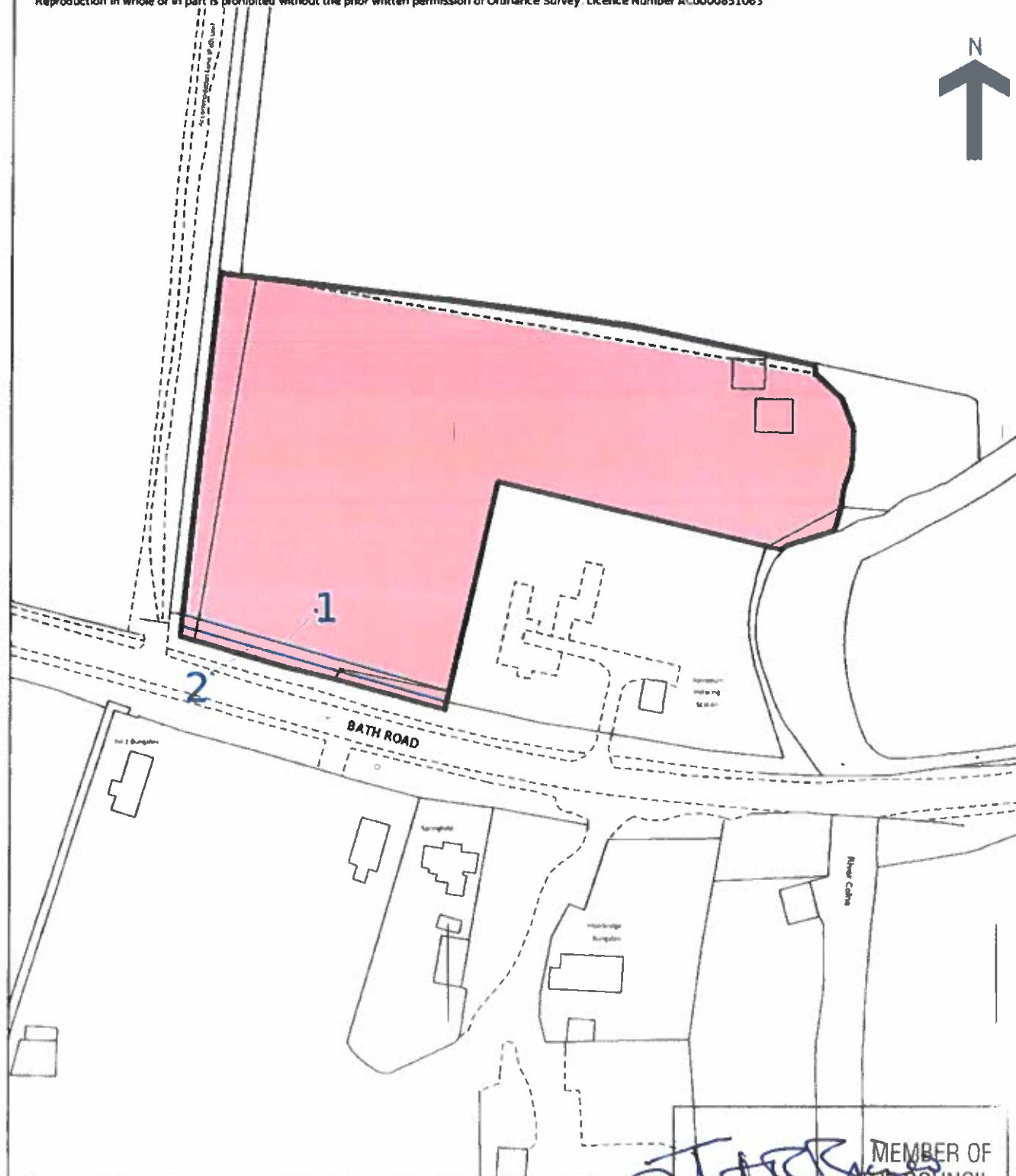
HM Land Registry

Official copy of
title plan

Title number **AGL124081**
Ordnance Survey map reference **TQ0476NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Hillingdon**



© Crown Copyright. Produced by HM Land Registry.
Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number AC0000851063



[Signature] MEMBER OF
THE COUNCIL

[Signature] AUTHORISED
OFFICER

APPENDIX 2
DRAFT PLANNING PERMISSION

DRAFT

Mr Dan McEwan
Fluid Planning Ltd
Po Box 1014
Horsham
RH12 9TJ

Application Ref: 8425/APP/2023/3454

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

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

Description of development:

Change of use from HGV parking and storage yard to express park and ride service for Heathrow Airport Terminal 5.

Location of development: Parrs Yard Bath Road Longford

Date of application: 29th November 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:**
- (i) Please also see the informatives included in the Schedule of Conditions.
 - (ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.
 - (iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 8425/APP/2023/3454

SCHEDULE OF CONDITIONS

- 1 The development hereby permitted shall be carried out in complete accordance with the details shown on submitted plan numbers:

WBH0437.5 - Original Location and Block Plan

WBH0437.3 - Proposed location and block plan

WBH0437.4 - Proposed Portacabins, bus shelter & fencing

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

REASON

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

- 2 Within 3 months of the date of this permission, an updated landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority. The landscaping scheme shall include the following:
 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 areas
 - 2.b Means of enclosure/boundary treatments (including heights, colours and materials)
 - 2.c Car Parking Layouts
 - 2.d External Lighting
 - 2.e Details of pedestrian routes and walkways within the site
 3. Detailed Plans of the proposed entrance barriers at the site (including details of height, material and design)
 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 surf/seedling within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
 5. Schedule for Implementation

Thereafter the development shall be carried out in accordance with the approved details within 12 months of the date of the permission and maintained in accordance with those details for the lifetime of the development.

REASON

To ensure that the proposed development makes a valuable contribution to the amenity of the area and does not prejudice highways safety, in accordance with policies DMT 1, DMT 2, DMT 6, DMHB 11 and DMHB 14 of the Hillingdon Local Plan Part 2 (2020).

- 3 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 (2020).

- 4 Within 6 months of the date of this permission, a low emission strategy (LES) and accompanying delivery plan (DP) shall be submitted to and approved in writing by the Local Planning Authority. The LES&DP shall specify ways to reduce air pollution emissions to the maximum possible extent to conform with the LBH Local Action Plan. The measures are to include but not be restricted to:

1)Installation of EV fast charging points to promote the use of zero emission vehicles.

2)Give priority to Euro 6/ VI and zero emission vehicles

3)Charge more for parking for non-zero emissions vehicles

4)Develop anti-idling behaviours rules and associated implementation

The plan shall have a clear set of actions defined, associated with clear time frames for each action, a person responsible for its delivery and measure the results in a tangible way.

Thereafter, the agreed scheme shall be implemented and maintained for the lifetime of the development.

REASON

As the application site is within an Air Quality Management Area, and to reduce the impact on air quality in accordance with policy EM8 of the Local Plan: Part 1 (November 2012), policy DMEI 14 of the London Borough of Hillingdon Local Plan (part 2), the London Borough of Hillingdon Air Quality Action Plan 2019-2023, London Plan (2021) policy SI1 and T4, and the National Planning Policy Framework (2024).

- 5 Within 6 months of the date of this permission, details of where and how waste and recycling will be stored and collected shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the waste and recycling management measures shall be implemented and maintained for the lifetime of the development.

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 11 of the Hillingdon Local Plan Part 2 (2020).

- 6 Within 6 months of the date of this permission, the existing camera tunnels at the site (shown on Plan No.fp0437.1) shall be removed from the site in their entirety.

REASON

To ensure that the proposed development protects the openness and purposes of the Green Belt in accordance with Policy DMEI 4 of the Hillingdon Local Plan Part 2 (2020) and Chapter 13 of the NPPF (2024).

INFORMATIVES

- 1 The decision to Grant planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).

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

GRANT OF PLANNING PERMISSION

Application Ref: 8425/APP/2023/3454

SCHEDULE OF PLANS

0212.01 - Landscape Masterplan - received 19 Dec 2024

0212.03 - Landscape Schedule - received 19 Dec 2024

0212.02 - Landscape Management - received 19 Dec 2024

WBH0437.3 - Proposed location and block plan - received 19 Dec 2024

WBH0437.4 - Proposed Portacabins, bus shelter & fencing - received 19 Dec 2024

WBH0437.5 - Original Location and block plan - received 19 Dec 2024

Transport Statement - 12652A - received 19 Dec 2024

Statutory Declaration - received 29 Oct 2024

0427 - Parrs Yard Comparison Document - received 29 Oct 2024

Planning Statement - received 29 Nov 2023

Air Quality Assessment Report - received 29 Nov 2023

Fire Risk Assessment - received 29 Nov 2023

fp0437.1 - Location and Block Plan - received 29 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.

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

**SUNFLOWER INDUSTRIAL
PROPERTY NOMINEE LIMITED**

a company incorporated in Guernsey
acting by

James Nicholas (full name)

and Patrick Durcan (full name)

who, in accordance with the laws of that
territory is acting under the authority of
the Company

) **SUNFLOWER INDUSTRIAL PROPERTY
NOMINEE LIMITED**

) Signature of company (name of company)

) Signed by:
James Nicholas
) 7C7CC76816384D2.....

) Authorised signatory

) DocuSigned by:
Patrick Durcan
) C27A595834F04E4.....

) Authorised signatory

EXECUTED as a DEED by

**SUNFLOWER INDUSTRIAL
PROPERTY NOMINEE 2 LIMITED**

a company incorporated in Guernsey
acting by

James Nicholas (full name)

and Patrick Durcan (full name)

who in accordance with the laws of that
territory is acting under the authority of
the Company

) **SUNFLOWER INDUSTRIAL PROPERTY
NOMINEE 2 LIMITED**

) Signature of company (name of company)

) Signed by:
James Nicholas
) 7C7CC76816384D2.....

) Authorised signatory

) DocuSigned by:
Patrick Durcan
) C27A595834F04E4.....

) Authorised signatory

**EXECUTED as a DEED by
MAPLE PARKING LIMITED**
acting by

a director in the presence of:

WITNESS

Signature:

Name:

Address:

Occupation
:

Signed by:
Tim Lawley
D98098FE98C0439
Tim Lawley
18 Viburnum Chase,
Angmering,
BN16 4PY
Management Consultant

Signature

DocuSigned by:

Tom Kiss

8035000F61F03428

Full name

Tom Kiss