

**DATED**

30<sup>th</sup> May

**2024**

**HILLINGDON FIRST 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  
NORTHWOOD HILLS LIBRARY POTTER'S STREET NORTHWOOD  
PLANNING APPLICATION NUMBER: 8915/APP/2023/2709**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/NF/022882

**THIS PLANNING OBLIGATION BY DEED** is dated 30<sup>th</sup> May 2024

and is made **BETWEEN**:

1. **HILLINGDON FIRST LIMITED** (company number: 11303813) a company incorporated in England and Wales whose registered office is situated at Civic Centre, High Street, Uxbridge, Middlesex, United Kingdom, UB8 1UW ("the Owner"); and
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 Site and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Site registered under Title Nos. AGL196274 at the Land Registry.
- 
- C On 14 September 2023 the Owner submitted the Planning Application for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Site pursuant to the Planning Permission.
- E The Council resolved at its Planning Committee meeting on 6 December 2023 to delegate authority to determine the Planning Application to the Head of Planning, Transportation & Regeneration 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 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:

<b>"1980 Act"</b>	means the Highways Act 1980 (as amended);
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"Air Quality Neutral Contribution"</b>	<p>means the Indexed Link sum of twenty-eight thousand and seventeen pounds (£28,017) referred to in <b>Schedule 1</b> as a financial contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to):</p> <ul style="list-style-type: none"> <li>- Use of low emission fuel technology and other measures to reduce emissions;</li> <li>- Tree and other planting;</li> <li>- Restrictions on certain types of vehicles;</li> <li>- Use of cleaner fuels on energy and heating;</li> <li>- Use of combined heat and power and community heating systems; and</li> <li>- Environmental management systems and air quality strategy;</li> </ul> <p>as well as the implementation of other measures that foster exposure and emission reduction in affected areas and or towards the implementation of the measures contained in the LBH Air Quality Local Action Plan;</p>
<b>"Authority's Area"</b>	means the administrative area of the Council;
<b>"Commencement of Development"</b>	<p>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:</p> <ul style="list-style-type: none"> <li>- site clearance;</li> </ul>

	<ul style="list-style-type: none"> <li>- demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>- archaeological investigations and works;</li> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations,</li> </ul> <p>and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;</p>
<b>"Library Travel Plan"</b>	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Library other than by driver only private car in accordance with Schedule 2;
<b>"Library"</b>	means the replacement library to be constructed within the Development pursuant to the Planning Permission;
<b>"Contributions"</b>	means the Air Quality Neutral Contribution;
<b>"Deputy Director of Planning and Regeneration"</b>	means the Council's Deputy Director of Planning and Regeneration or such person as the Council designates as undertaking this role;
<b>"Development"</b>	means the development of the Site pursuant to the Planning Permission;
<b>"Dwelling"</b>	means the nine (9) units of residential accommodation to be provided as part of the Development;
<b>"Form PO1"</b>	means the form in the substantial format attached at <b>Appendix 1</b> ;

<b>"GLA"</b>	means Greater London Authority;
<b>"Index Linked"</b>	means the application of the formula provided at <b>clause 15</b> ;
<b>"Interest"</b>	means interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time;
<b>"Monitoring"</b>	means a survey of employees/residents/users, being persons making the journey to/from the Development, using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by such persons (or any alternative method of achieving that object approved in writing by the Council from time to time);
<b>"Monitoring Period"</b>	means the period of up to a maximum of five (5) years beginning on Occupation of the Library;
<b>"Occupied"</b>	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 <b>Occupation</b> and <b>Occupy</b> shall be construed accordingly;
<b>"Parking Permit"</b>	means a resident's parking permit issued by the Council for a Controlled Parking Zone within the Authority's Area and/or a contract to park in any car park owned controlled or licensed by the Council which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended;
<b>"Plan"</b>	means the plan attached to this Agreement at <b>Appendix 2</b> ;
<b>"Planning Application"</b>	means the application for planning permission for demolition of existing library and construction of a new mixed-use building comprising a replacement library and 9 x residential dwellings with car parking, cycle parking, waste storage and associated

	infrastructure under the Council's reference number 8915/APP/2023/2709;
<b>"Planning Obligations Officer"</b>	means the Council's Planning Obligations Officer or such person as the Council designates as undertaking this role;
<b>"Planning Permission"</b>	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at <b>Appendix 3</b> ;
<b>"Planning Reference"</b>	means planning reference 8915/APP/2023/2709;
<b>"Project Management and Monitoring Fee"</b>	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;
<b>"RPI"</b>	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;
<b>"Site"</b>	means the property known as Northwood Hills Library, Potter Street, Northwood and shown for identification purposes only edged red on the Plan;
<b>"Specified Date"</b>	means the date upon which an obligation arising under this Agreement is due to be performed;
<b>"Targets"</b>	means for targets for achieving a decrease in the proportion of persons travelling to and from the Library by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Library Travel Plan) which shall be submitted to and approved by the Council for the Library;
<b>"Travel Plan Co-ordinator"</b>	means the person or persons to be appointed by the Owner to act as co-ordinator of the Library Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Library Travel Plan for a period of not less than the Monitoring

	Period in order to achieve the objectives of the Library Travel Plan;
<b>"VAT"</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
<b>"Working Day"</b>	means any day except Saturday, Sunday and any bank or public holiday and <b>Working Days</b> 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 Site include any part of it;
- 1.2.10 references to any party in this Agreement include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;
- 1.2.11 "including" means "including, without limitation";
- 1.2.12 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.13 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;
- 1.2.14 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.15 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

## **2 LEGAL BASIS**

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



powers with the intent that it will bind the Owner and the Security Trustee and their successors in title to the Site.

### **3 CONDITIONALITY**

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

- (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 in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

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

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

## **6 COSTS**

- 6.1 The Owner hereby covenants with the Council that on completion of this Agreement it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Agreement.
- 6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

## **7 REGISTRATION OF AGREEMENT**

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

## **8 RIGHT OF ACCESS**

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

## **9. ARBITRATION**

- 9.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or legal

relationship established by this Agreement shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

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

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

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

9.1.4 the seat of the arbitration shall be London

## **10. THIRD PARTIES**

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

## **11. NOTICES**

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

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

a) Deputy Director of Planning and Regeneration, 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 Civic Centre, High Street, Uxbridge, Middlesex, United Kingdom, UB8 1UW

## **12. FORM PO1**

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Planning Obligations

Officer, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW or by email to [cil@hillingdon.gov.uk](mailto:cil@hillingdon.gov.uk) and shall cite the Planning Reference.

**13. CHANGE IN OWNERSHIP**

The Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the 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 (at its absolute discretion) and the Council may agree in writing.

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

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

**15. INDEXATION**

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

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

**16. INTEREST**

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

**17. VAT**

- 17.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.
- 17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the 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 Owner and the VAT shall be paid accordingly.

**18. INDEMNITY**

18.1 The Owner 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 Land 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 to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

18.2 The Owner 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 or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council.

## **19. 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**

### **AIR QUALITY NEUTRAL CONTRIBUTION**

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

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

**SCHEDULE 2**  
**LIBRARY TRAVEL PLAN**

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

- 1 Not to Occupy the Site 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 Company name, hours of operation and proposed number of staff;
  - 2.2 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
  - 2.3 The length of the monitoring period for the Travel Plan which shall not be less than the Monitoring Period;
  - 2.4 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Travel Plan;
  - 2.5 The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
  - 2.6 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 Site.
- 4 To procure the funding and implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Travel Plan for the Monitoring Period.
- 5 The Owner shall not Occupy any part of the Site 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 reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Travel Plan Co-ordinator and the Auditor.
- 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 Library Travel Plan the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
- 8.1 within twenty-eight (28) days of the Occupation of the Library to provide written details of the Library Travel Plan to all new occupiers of the Library;
  - 8.2 to use reasonable endeavours to ensure that employees/users of the Library comply with the Library Travel Plan;
  - 8.3 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Library and to undertake an annual review of the Library Travel Plan and provide a written report within twenty-eight (28) days of the review to the Council;
  - 8.4 to supply the Council with a statistical summary of the modes of transport used by employees/users disclosed by any Monitoring or copies of any questionnaires completed by employees/users; and
  - 8.5 to secure that the results of the Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.
- 9 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Library Travel Plan within twenty-eight (28) days of such recommendation being made by the Council.

### **SCHEDULE 3**

#### **RESIDENTIAL PARKING PERMITS**

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

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

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*"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: PLANNING OBLIGATIONS OFFICER**

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

FORM PO1

**SECTION 106/278 LEGAL AGREEMENT**

**SITE ADDRESS:**

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**PLANNING REFERENCE:**

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**DESCRIPTION OF DEVELOPMENT:**

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**DATE OF COMMITTEE AUTHORISATION:**

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**SECTION 106 OBLIGATIONS**

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**DATE OF IMPLEMENTATION OF DEVELOPMENT:**

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**(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):**

\_\_\_\_\_


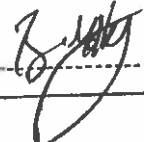
**MAINTENANCE COSTS (COMMUTED SUM)** \_\_\_\_\_

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

## APPENDIX 2

### PLAN



	MEMBER OF THE COUNCIL
	AUTHORISED OFFICER

**APPENDIX 3**  
**DRAFT PLANNING PERMISSION**

**DRAFT**

Mr Eddie Chen  
Hunters  
Space One  
Beadon Road  
Hammersmith & Fulham  
London  
W6 0EA

Application Ref: 8915/APP/2023/2709

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:

Demolition of existing library and construction of a new mixed-use building comprising a replacement library and 9 x residential dwellings with car parking, cycle parking, waste storage and associated infrastructure

Location of development: Northwood Hills Library Potter Street Northwood

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)

GRANT OF PLANNING PERMISSION

Application Ref: 8915/APP/2023/2709

## 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:

M10047- HUN- APL001 Rev. A

M10047- HUN- APL004 Rev. A

M10047- HUN- APL006 Rev. A

M10047- HUN- APL007 Rev. A

M10047- HUN- APL008 Rev. B

M10047- HUN- APL009 Rev. B

M10047- HUN- APL010 Rev. C

M10047- HUN- APL011 Rev. B

M10047- HUN- APL012 Rev. A

M10047- HUN- APL013 Rev. B

M10047- HUN- APL014 Rev. B

M10047- HUN- APL015 Rev. C

M10047- HUN- APL016 Rev. C

M10047- HUN- APL017 Rev. B

M10047- HUN- APL018 Rev. A

M10047- HUN- APL019 Rev. A

M10047- HUN- APL020 Rev. A

M10047- HUN- APL022 Rev. A

M10047- HUN- APL023 Rev. A

M10047- HUN- APL024 Rev. A; 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 the Hillingdon Local Plan Part 1 (2012), Part 2 (2020) and the London Plan (2021).

- 3 Notwithstanding the approved plans, no development shall take place until details of all materials and external surfaces, including details of windows, doors and balconies have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

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

#### REASON

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

- 4 Before the development is commenced, details of boundary fencing or other means of enclosure shall be submitted to and approved in writing by the Local Planning Authority. The approved means of enclosure shall be erected before the development is occupied and shall be permanently retained thereafter.

#### REASON

To safeguard privacy to adjoining properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 5 The windows facing east towards Northwood School shall be glazed with permanently obscured glass to at least scale 4 on the Pilkington scale and be non-opening below a height of 1.8 metres taken from internal finished floor level for so long as the development remains in existence.



## REASON

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

- 6 Notwithstanding the approved plans, 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 (including pollution absorbing species), plant sizes, and proposed numbers/densities where appropriate

2. Details of Hard Landscaping

- 2.a Refuse Storage (in conjunction with Condition 19 Refuse Management Plan)
- 2.b Cycle Storage and allocation plan
- 2.c Means of enclosure/boundary treatments
- 2.d Car Parking Layouts (including demonstration of 2 wheelchair accessible spaces and that all 9 parking spaces are served by 'active' electrical charging points)
- 2.e Parking allocation Plan
- 2.f Hard Surfacing Materials
- 2.g External Lighting
- 2.h Other structures (such as wayfinding, signage, play equipment and furniture)
- 2.i Details of the location and orientation of CCTV cameras (ensuring no views of Northwood school playground).
- 2.j Details of the privacy screens to be used for the private and communal amenity spaces.

3. Living Walls and Roofs

- 3.a Details of the inclusion of 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 surfacing/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

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, DMT 1, DMT 2 and DMT 6 of the Hillingdon Local Plan Part 2 (2020) and Policy G5 of the London Plan (2021).

- 7 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 3998:2010 'Tree work Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

#### REASON

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

- 8 The development hereby permitted, shall be carried out in strict accordance with the Method Statement and Tree Protection Measures detailed in the approved Arboricultural Impact Assessment Method Statement & Tree Protection Plan (Trevor Heaps, Date: 7th August 2023, Ref: TH 4041). The tree protection measures for the site will be monitored and supervised by an arboricultural consultant at key stages of the development including during demolition and records of the site inspections/meetings shall be submitted to the Local Planning Authority.

#### REASON

To ensure that retained trees and other vegetation will not be damaged during construction work and to ensure that the development conforms with Policies DMHB 11 and DMHB 14 of the Hillingdon Local Plan Part 2 (2020).

- 9 No development shall take place until the following details of have been submitted to and approved by the Local Planning Authority:

- A Dusk Emergence & Dawn Re-entry Bat Survey including details of any ecological mitigation and habitat enhancements and a site plan showing their location;

- In the event that the Dusk Emergence & Dawn Re-entry Bat Survey discovers any bat roosts, a copy of a European Protected Species Mitigation Licence (EPSML) (under the 2010 Regulations) issued by Natural England pursuant to Regulation 53 of The Conservation of Habitats and Species Regulations 2017 (as amended) authorising the specified development to go ahead. - A Construction Ecological Management Plan (CEMP); and - A Landscape and Ecology Management Plan (LEMP). Thereafter, the development shall be implemented only in accordance with the recommendations detailed in the approved Preliminary Bat Roost Assessment (Middlemarch, RT-MME-161305-02, Date: September 2023) and Preliminary Ecological Appraisal, Middlemarch, RT-MME-161305-01, Date: September 2023, Dusk Emergence & Dawn Re-entry Bat Surveys and the CEMP and LEMP. The development shall be carried out in accordance with the Natural England licence and all mitigation measures and habitat enhancements shall be fully installed before occupation and retained in full accordance with the approved details.

#### REASON

In order to comply with the Conservation of Habitats and Species Regulations 2017 (as amended) and encourage a wide diversity of wildlife and to manage any impacts on biodiversity and protected species in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and Policy G6 of the London Plan (2021).

- 10 All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases 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" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the Local Planning Authority. The developer shall keep an up-to-date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>.

#### REASON

To ensure compliance with the London's Low Emission Zone for non-road mobile machinery as per requirements of the London Environment Strategy and to reduce the impact on air quality in accordance with Policy DMEI 14 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and Policy SI 1 of the London Plan (2021).

- 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.

#### REASON

To ensure that occupants of the permitted development would not be exposed to noise that would be likely to cause a significant adverse effect on their health and quality of life in accordance with guidance set out in 'Guidance on Sound Insulation and Noise Reduction for Buildings' British Standard Institution BS8233: 2014 and Policies DMHB 11 and DMTC 4 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020) and Policies D3 and D13 of the London Plan (2021).

- 12 Prior to any works on site above damp proof course level, details of step free access via all points of entry and exit shall be submitted to, and approved in writing, by the Local Planning Authority. Such provision shall remain in place for the life of the building.

REASON

To ensure housing of an inclusive design is achieved and maintained in accordance with Policies D5 and D7 of the London Plan (2021).

- 13 The dwellings hereby approved shall accord with the requirements of Policy D7 of the London Plan and shall not be occupied until certification of compliance with the technical specifications for an M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, has been submitted to, and approved in writing, by the Local Planning Authority. All such provisions must remain in place for the life of the building.

REASON

To not only allow the Building Control body to require the development to comply with the optional Building Regulations standards, but to also ensure the appropriate quantity and standard of accessible and adaptable housing is constructed and maintained in accordance with Policy D7 of the London Plan (2021).

- 14 The development hereby approved shall accord with London Plan policy D5(B5) and D12(A) to include a minimum of one fire evacuation lift designed to meet the technical standards set out in BS EN 81-76, BS 9991 and/or BS 9999, with all such provisions remaining in place for the life of the development.

REASON

To ensure the development can accommodate robust emergency evacuation procedures, including measure for those who require step-free egress, in accordance with Policies D5 and D12 of the London Plan (2021).

- 15 The development hereby permitted, shall be carried out in strict accordance with the approved Fire Statement (Ardenlea, Date: August 2023, Ref: V250823). Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

To ensure the safety of all building users in accordance with Policies D11 and D12 of the London Plan (2021).

- 16 The dwelling(s) 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 dwelling 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 DMHB 15 of the Local Plan Part 2 (2020) and Policy D12 of the London Plan (2021).

- 17 Details of the on-site refuse and recycling management plan for bin rotation and collection shall be submitted to and approved by the Local Planning Authority. The management plan shall be implemented prior to occupation of the development and thereafter permanently retained.

#### REASON

To ensure adequate collection arrangements are in place in accordance with Policy EM11 of the Hillingdon Local Plan: Part 1 Strategic Policies (2012), Policy DMHB 11 of the Hillingdon Local Plan:

Part 2 - Development Management Policies (2020) and Policies D6 and SI 7 of the London Plan (2021).

- 18 The development hereby approved shall accord with the requirements of Policy D5 of the London Plan (2021) to meet the highest standards of inclusive design by incorporating a Changing Places facility designed in accordance with the technical guidance set out in BS 8300-2:2018, section 18.6. All such provisions must remain in place for the life of the building.

#### REASON

To ensure the library facility achieves the highest standards of inclusive design in accordance with Policy D5 of the London Plan (2021).

- 19 Prior to development commencing, the applicant shall submit a demolition and construction management plan to the Local Planning Authority for its approval. The plan shall detail:

- (i) The phasing of development works.
- (ii) The hours during which development works will occur (please refer to informative I15 for maximum permitted working hours).
- (iii) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
- (iv) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours).
- (v) 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).
- (vi) The storage of demolition/construction materials on site.

The approved details shall be implemented and maintained throughout the duration of the demolition and construction process.

#### REASON

To safeguard the amenity of surrounding areas in accordance with Policy BE1 of the Hillingdon Local Plan Part 1 (2012) and Policy DMHB 11 of the Hillingdon Local Plan Part 2: Development Management Policies (2020).

- 20 The development hereby permitted, shall be carried out in strict accordance with the recommendations detailed in the Energy and Sustainability Statement (Irvineering Ltd, Date: 17/07/2023).

#### REASON

In the interest of energy conservation and to deliver the maximum on-site carbon savings in accordance with Policy EM1 of the Hillingdon Local Plan: Part 1 - Strategic Policies (2012), Policy DMEI 2 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020) and Policy SI 2 of the London Plan (2021).

- 21 The development hereby permitted, shall be carried out in strict accordance with the flood mitigation and resilience measures and sustainable urban drainage scheme detailed in the Flood Risk Assessment and Drainage Statement (Document reference: 5467-LIBR-ICS-XX-RP-C-07.001B, Infrastruct CS Ltd, Date: August 2023) and Drainage Design (Drawing Number 0200 Rev. P03).

The approved details shall thereafter be installed on site and thereafter permanently retained and maintained.

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#### REASON

To ensure that surface water run off is handled as close to its source as possible in compliance with Policy DMEI 10 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and Policy SI 13 of the London Plan (2021).

- 22 Prior to any above ground works for the development hereby approved (excluding demolition), a Parking Management Plan shall be submitted to, and approved in writing by, the Local Planning Authority. It shall include the arrangements for all on-site parking, including provisions for managing, monitoring, enforcement and review.

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

#### REASON

To ensure the appropriate operation of the car parking spaces in accordance with Policies DMT 1, DMT

2 and DMT 6 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies T6 and T6.1 of the London Plan (2021).

## INFORMATIVES

- 1 The site lies in a Critical Drainage Area (CDA). Therefore, the surface water from the site entering the sewers should be minimised.
  - Water run off from any roof or hard paving associated with the development should be directed to a soakaway, or tank or made permeable. This includes any work to front gardens not part of the planning application, must be permeable or be collected and directed to a permeable area, or it would need an additional permission.
  - A water butt should be incorporated.
  - No drainage to support the extension should be connected to any existing surface water network, other than as an overflow.
- 2 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).
- 3 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.
- 4 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at [planning@hillington.gov.uk](mailto:planning@hillington.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](http://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.

- 5 You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.

- 6 Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.

B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.

C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance 'The Control of dust and emissions from construction and demolition'. D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit ([www.hillingdon.gov.uk/noise](http://www.hillingdon.gov.uk/noise) Tel. 01895 250155) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

- 7 This permission does not authorise the display of advertisements or signs, separate consent for which may be required under the Town and Country Planning (Control of Advertisements) Regulations 1992. For further information and advice, contact - Residents Services, 3N/04, Civic Centre, High Street, Uxbridge, UB8 1UW (Tel. 01895 250574).

The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

#### Part 1 Policies

PT1.BE1	(2012) Built Environment
PT1.CI1	(2012) Community Infrastructure Provision
PT1.EM11	(2012) Sustainable Waste Management

#### Part 2 Policies

DMEI 12	Development of Land Affected by Contamination
DMCI 2	New Community Infrastructure
DMCI 7	Planning Obligations and Community Infrastructure Levy
DMTC 1	Town Centre Development



DMTC 4	Amenity and Town Centre Uses
DMHB 14	Trees and Landscaping
DMHB 15	Planning for Safer Places
LPP D14	(2021) Noise
DMEI 14	Air Quality
LPP SI1	(2021) Improving air quality
LPP GG2	(2021) Making the best use of land
DMHB 11	Design of New Development
DMHB 16	Housing Standards
DMHB 18	Private Outdoor Amenity Space
DMT 1	Managing Transport Impacts
LPP SI13	(2021) Sustainable drainage
DMT 2	Highways Impacts
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
LPP D5	(2021) Inclusive design
LPP D6	(2021) Housing quality and standards
LPP D11	(2021) Safety, security and resilience to emergency
LPP D12	(2021) Fire safety
LPP SI2	(2021) Minimising greenhouse gas emissions
LPP SI7	(2021) Reducing waste and supporting the circular economy
LPP G5	(2021) Urban greening
LPP T4	(2021) Assessing and mitigating transport impacts
LPP T5	(2021) Cycling
LPP T6	(2021) Car parking
LPP T6.1	(2021) Residential parking
NPPF5	NPPF 2021 - Delivering a sufficient supply of homes

NPPF8	NPPF 2021 - Promoting healthy and safe communities
NPPF9	NPPF 2021 - Promoting sustainable transport

END OF SCHEDULE

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Address:  
Development Management  
  
Directorate of Place  
Hillingdon Council  
3 North, Civic Centre, High Street, Uxbridge UB8 1UW  
[www.hillingdon.gov.uk](http://www.hillingdon.gov.uk)

## GRANT OF PLANNING PERMISSION

Application Ref: 8915/APP/2023/2709

### SCHEDULE OF PLANS

14248\_F - received 14 Sep 2023

0200 P03 - received 14 Sep 2023

M10047- HUN- APL001 Rev. A - received 14 Sep 2023

M10047- HUN- APL002 Rev. A - received 14 Sep 2023

M10047- HUN- APL003 Rev. A - received 14 Sep 2023

M10047- HUN- APL004 Rev. A - received 14 Sep 2023

M10047- HUN- APL006 Rev. A - received 14 Sep 2023

M10047- HUN- APL007 Rev. A - received 14 Sep 2023

M10047- HUN- APL012 Rev. A - received 14 Sep 2023

M10047- HUN- APL018 Rev. A - received 14 Sep 2023

M10047- HUN- APL020 Rev. A - received 14 Sep 2023

M10047- HUN- APL023 Rev. A - received 14 Sep 2023

M10047- HUN- APL022 Rev. A - received 14 Sep 2023

M10047- HUN- APL024 Rev. A - received 14 Sep 2023

TH/A3/4041/TPP - received 14 Sep 2023

M10047- HUN- APL008 Rev. B 21.11.23 (revised and received 21-11-23) - received 21 Nov 2023

M10047- HUN- APL009 Rev. B 21.11.23 (revised and received 21-11-23) - received 21 Nov 2023

M10047- HUN- APL010 Rev. C 21.11.23 (revised and received 21-11-23) - received 21 Nov 2023 M10047-

HUN- APL014 Rev. B 21.11.23 (revised and received 21-11-23) - received 21 Nov 2023

M10047- HUN- APL015 Rev. C 21.11.23 (revised and received 21-11-23) - received 21 Nov 2023

M10047- HUN- APL016 Rev. C 21.11.23 - received 21 Nov 2023

M10047- HUN- APL019 Rev. A - received 14 Sep 2023

Energy & Sustainability Statement, Irvineering, Date: 17 July 2023 - received 14 Sep 2023

Main Investigation Report, Soils Limited, Reference: 20912/MIR Rev1.0, July 2023 - received 14 Sep 2023

Flood Risk Assessment and Drainage Statement, Document reference: 5467-LIBR-ICS-XX-RP-C-07.001B, Infrastruct CS Ltd, August 2023 - received 14 Sep 2023

Air quality assessment, XC02, August 2023 - received 14 Sep 2023

Daylight, sunlight & overshadowing assessment, XC02, August 2023 - received 14 Sep 2023

Fire Statement, Ardenlea, August 2023, V250823 - received 14 Sep 2023

Planning statement, Hybrid, August 2023 - received 14 Sep 2023

Transport assessment, Motion, 17/08/2023, Final V2 - received 14 Sep 2023

Preliminary Ecological Appraisal, Middlemarch, RT-MME-161305-01, September 2023 - received 14 Sep 2023

Design and access statement - Part 1, Hunters, August 2023 - received 14 Sep 2023

Design and access statement - Part 2, Hunters, August 2023 - received 14 Sep 2023

Urban Greening Factor Calculation - received 14 Sep 2023

Heritage statement, KM Heritage - received 14 Sep 2023

Preliminary Bat Roost Assessment, Middlemarch, RT-MME-161305-02, September 2023 - received 14 Sep 2023

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Arboricultural Impact Assessment Method Statement & Tree Protection Plan, Trevor Heaps, Date: 7th August 2023, Ref: TH 4041 - received 19 Sep 2023

Whole Life Carbon assessment, Eight Versa, Dated 25/09/2023 Issue no. 1, Reference 10520-Northwood library-WLC\_RICS\_S2\_Report-2309-25 -HA - received 27 Sep 2023

M10047- HUN- APL011 Rev. B Nov 23 (revised and received 14-11-23) - received 14 Nov 2023

M10047- HUN- APL013 Rev. B Nov 23 (revised and received 14-11-23) - received 14 Nov 2023

M10047- HUN- APL017 Rev. B Nov 23 (revised and received 14-11-23) - received 14 Nov 2023

## RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

### TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

#### Appeals to the Secretary of State

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

#### Purchase Notices.

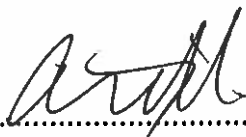
- If either the local planning authority or the office of the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably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

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

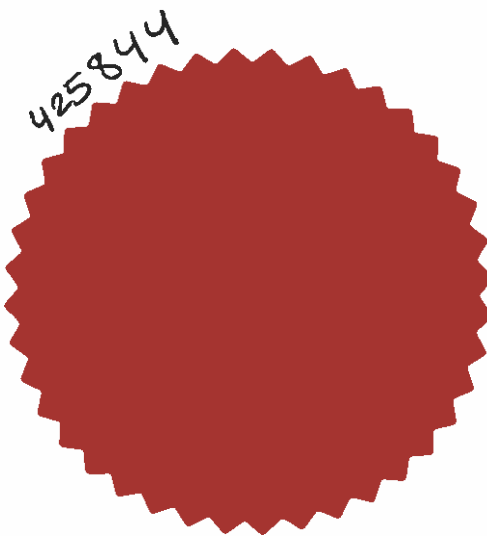

was duly affixed to this Agreement  
in the presence of:-

MEMBER OF

THE COUNCIL.....



AUTHORISED OFFICER.....



EXECUTED AS A DEED by

**HILLINGDON FIRST LIMITED** acting by:-

DIRECTOR.....*Watters*.....

DIRECTOR/SECRETARY.....*Kennedy*.....

Handwritten text, possibly a signature or date.

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