

DATED 21st November

2023

DENVILLE HALL 2012

AND

THE LONDON BOROUGH OF HILLINGDON

**PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990 AS AMENDED, SECTION 111
OF THE LOCAL GOVERNMENT ACT 1972 AS AMENDED, SECTION 16 OF THE
GREATER LONDON COUNCIL (GENERAL POWERS) ACT 1974 AS AMENDED,
SECTION 1 OF THE LOCALISM ACT 2011 AS AMENDED AND ALL OTHER
ENABLING POWERS**

**RELATING TO THE DEVELOPMENT OF LAND AT DENVILLE HALL DUCKS
HILL ROAD NORTHWOOD HA6 2SB**

PLANNING APPLICATION NUMBER: 924/APP/2022/3603

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/P&C/NH/ 021994

THIS PLANNING OBLIGATION BY DEED is dated 21st November 2023

And is made **BETWEEN**:

1. **DENVILLE HALL 2012** (Co. Regn. No. 08174255) of Denville Hall 62 Ducks Hill Road, Northwood, Middlesex HA6 2SB. ("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 Land and by whom the obligations in this Deed are enforceable.
- B The Owner has the freehold interest in the Land registered under title number MX346543 at the Land Registry
- C The Owner intends to develop the Site pursuant to the Planning Permission.
- D On 25th November 2022 the Owner submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application. The Planning Application was validated by the Council on 5th December 2022.
- E On the 29th March 2023 the Council resolved at its Major Planning Applications Committee to delegate authority to determine the Planning Application to the Head of Planning subject to the prior completion of this Agreement, and additionally, the application is referred to the Mayor under Article 5 of the Town and Country Planning (Mayor of London) Order 2008, as amended.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

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;
"Authority's Area"	means the administrative area of the Council;
"Contributions"	<p>means the Indexed Linked financial contributions for:</p> <ul style="list-style-type: none">• Local Air Quality Contribution• Emission Reduction Contribution• Employment Strategy & Construction Training Contribution• HUDU Health Contribution
"Commencement of Development"	<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">- site clearance;- demolition (provided always that such works do not relate to any listed building within the Site);- archaeological investigations and works;- ground investigations;

	<ul style="list-style-type: none"> - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations <p>and Commence and Commencement shall be construed accordingly;</p>
“Co-ordinator Costs”	<p>means a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or, in the event that the Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><i>“Co-ordinator Costs” to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or</i></p>

	<i>more. The length of the post would depend on the length of period that placements would be required to the development;</i>
"Development"	means the development of the Site pursuant to the Planning Permission as summarised in Schedule 1 hereto;
"Employment Strategy & Construction Training Scheme"	means either a contribution equal to the formula within the Council Planning Obligations Supplementary Planning Document (SPD) 2014, or an in-kind training scheme equal to the financial contribution delivered during the construction period of the development. Details shall be in accordance with the Council Planning Obligations SPD with the preference being for an in-kind scheme to be delivered, in accordance with Schedule 5 Financial Contribution will only be accepted in exceptional circumstances.
"Emission Reduction Contribution"	means the Index Linked financial contribution amounting to £25,669 (twenty-five thousand six hundred and sixty-nine pounds) shall be paid to the Council's carbon offset fund, to make up for the shortfall for this development and in order to make the development policy compliant (£95 for every tCO ₂ /annum over a period of 30 years that is below the zero carbon target) in accordance with Schedule 4 ;

"Form PO1"	means the form in the substantial format attached at Appendix 1 ;
"Highways Agreement"	means one or more highways agreements to be entered into by the Owner and the Council under section 38 and/or section 278 of the 1980 Act in relation to the Highways Works and the Public Realm Improvement Works;
"Highway Works"	means the highway works including the public realm improvements outlined in Schedule 2 ;
"HUDU Health Contribution"	means the Index Linked financial contribution of £6,487 (six thousand four hundred and eighty-seven pounds) to be paid to the Council for the enhancement of existing healthcare infrastructure and the provision of additional healthcare infrastructure within 2 miles of the Site and in the Authority's Area which may include the expansion of health premises to provide additional facilities and services to meet increased patient or user numbers and/or new health premises or services at local level pursuant to Schedule 8 ;
"Index Linked"	means the application of the formula provided at Clause 16 of this Agreement;
"Interim Head of Planning Regeneration & Public Realm"	means the Council's Interim Head of Planning Regeneration & Public Realm or such person as the Council designates as undertaking this role;

"Local Air Quality Contribution"	means the Index Linked financial contribution sum of £9,784 (nine thousand seven hundred and eighty-four pounds) to address the air pollution emissions associated with the proposed development located in the air quality management area, in line with the SPD, referred to in Schedule 3 ;
"Parties"	means the Owner and the Council;
"Plan"	means the plan attached to this Deed at Appendix 2 hereto;
"Planning Application"	means demolition of no. 48 and no. 60 Ducks Hill Road, garage and wooden storage unit and the erection of three new buildings comprising of 12 assisted-living units (Class C2), proposed ancillary communal space, including cafe and restaurant, external connecting link building, landscaping and external works under reference 924/APP/2022/3603;
"Planning Permission"	means the planning permission that may be granted for the Development in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 hereto;
"Planning Reference"	means the council's planning reference 924/APP/2022/3603;

"Principal Planning Obligations Officer"	means the Council's Principal Planning Obligation Officer or such person as the Council designates as Deed this role;
"Project Management and Monitoring Fee"	means the sum equivalent to five (5) percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed in accordance with Schedule 7 ;
"Significant Under-Performance"	means delivery of less than 50 percent of the total outputs specified in the Construction Training Scheme;
"Site"	means the property known as Denville Hall Ducks Hill Road Northwood HA6 2SB. The site is shown for identification purposes only edged red on the Plan in accordance with Appendix 2 ;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Training Costs"	<p>means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college"</i></p>

"Travel Plan"	means a full Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The Plan will include details of a commitment to delivering the Travel Plan objectives, in accordance with Schedule 6 ;
"Travel Plan Bond"	means the bond in the sum of £20,000 (twenty thousand pounds), to secure the obligations in Schedule 6 and in the Travel Plan for the Development in a form first approved by the Council in writing;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;

1.2 In this Deed

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

- 1.2.4 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.54 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.3 references to any statute or statutory provision include references to:
- 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
 - 1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision
- 1.2.4 references to the Site include any part of it;
- 1.2.5 references to any party in this Deed include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;
- 1.2.6 "including" means "including, without limitation";
- 1.2.7 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.8 without prejudice to the terms of any other provision contained in this Deed 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;
- 1.2.8 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and

- 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

2. LEGAL BASIS

- 2.1 This Deed 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 Deed 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 Deed 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 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and its successors in title to the Land.

3. CONDITIONALITY

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

4. MISCELLANEOUS

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

5. CONTRIBUTIONS

- 5.1 The Contributions due under this Deed shall be delivered to the person and address specified in clause 14;
- 5.2 Pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 5.3 Where any sum is paid for a particular purpose in accordance with this Deed the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.
- 5.4 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).

6. THE OWNER'S PLANNING OBLIGATIONS

- 6.1 The Owner covenants with the Council so as to bind the Site to observe and perform the obligations contained in this Deed and the schedules hereto.
- 6.2 The Owner further covenants with the Council that it will use the Site solely for use falling within Class C2 of the Town and Country Planning (Use Classes) Order 1987 (as amended) and for no other use.

7. COSTS

- 7.1 The Owner hereby covenants with the Council that on completion of this Deed it will pay the Council's reasonable and proper legal costs together with all disbursements

incurred in connection with the negotiation, preparation, completion and registration of this Deed.

- 7.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 7.1 above.

8. REGISTRATION OF AGREEMENT

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

9. RIGHT OF ACCESS

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

10. OWNERSHIP

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

11. CHANGE IN OWNERSHIP

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

12. ARBITRATION

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

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

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

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

12.2.4 the seat of the arbitration shall be London.

13. THIRD PARTIES

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

14. NOTICES

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

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

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

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

b) Joanne Benjamin, Denville Hall 2012 at Denville Hall, 62 Ducks Hill Road, Northwood, Middlesex HA6 2SB.

15. FORM PO1

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

16. INDEXATION

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

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

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

17. **INTEREST**

17.1 All costs, payments and expenses payable to the Council under this Deed shall bear interest at the rate of 4% above the base rate of HSBC Bank PLC from time to time being charged from the date such payment is due until the payment is received by the Council.

18. **VAT**

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

18.2 The 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.

19. **JURISDICTION**

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1
DEVELOPMENT

Demolition of no. 48 and no. 60 Ducks Hill Road, garage and wooden storage unit and the erection of three new buildings comprising of 12 assisted-living units (Class C2), proposed ancillary communal space, including cafe and restaurant, external connecting link building, landscaping and external works.

SCHEDULE 2
HIGHWAY WORKS

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

1. Not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Works have been completed to the satisfaction of the Council.
2. To enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced or to procure that the Owner's successor in title to the Site shall enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced.
3. Without prejudice to the requirements of paragraph 2 of this Schedule, the scope and specification of any Highways Works (including the scope and specification of any associated works, studies, audits or modelling referred to in paragraph 6 below) shall be first agreed in writing by the Council's Highways Engineer.
4. To be responsible for the full costs of the Highways Works including any traffic orders the Council seeks to make which are necessary to implement the Highways Works, whether or not such orders are successfully made.
5. The Owner shall pay the Council's reasonable and proper legal costs in entering into any Highways Agreements.
6. The Highway Works will deliver (but may not be limited to) remodelling and reinstatement of the main site access and footway on the southern flank of the proposal site:

SCHEDULE 3
LOCAL AIR QUALITY CONTRIBUTION

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

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

SCHEDULE 4
EMISSION REDUCTION CONTRIBUTION

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

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

SCHEDULE 5

EMPLOYMENT STRATEGY & CONSTRUCTION TRAINING

The Owner hereby covenants with the Council as follows:

Construction Training Scheme: In-kind Provision

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

Construction Training Contribution in lieu

9. The Construction Training Scheme will not be required and the obligations within paragraphs 1 – 8 (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development
10. Not to Occupy or cause to be Occupied any part of the Development before either:
 - 10.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with that approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
 - 10.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
 - 10.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

SCHEDULE 6
TRAVEL PLAN

In this Schedule 6 the following definitions shall apply:

'Monitoring'	means a survey Employees/Guests/Visitors' of the Development using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by Employees/Guests/Visitors' when travelling to and from the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time)
'Monitoring Period'	means the period of five (5) years beginning on Occupation of the Development
Employees/Guests/Visitors'	means a person making the journey to/from the Development
'Targets'	means targets for achieving a decrease in the proportion of Employees/Guests/Visitors' travelling to and from the Development by private Car and an increase in the proportion of Employees/Guests/Visitors' travelling to and from the Development by more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Development

‘Travel Plan Bond’	means the bond in the sum of Twenty Thousand pounds (£20,000) to secure compliance with this Schedule or the Travel Plan in order to meet the objectives of the Travel Plan in a form first approved by the Council in writing
‘Travel Plan Co-ordinator’	means the person or persons to be appointed by the Owner to act as Co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan

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

1. Not to Occupy the Development until the Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
2. The Travel Plan shall include as a minimum:
 - 2.1. Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
 - 2.2. The length of the monitoring period for the Travel Plan;
 - 2.3. A timetable for the preparation, implementation, monitoring and review of all stages of the Travel Plan;
 - 2.4. The period post Occupation when the initial Monitoring survey will be undertaken and details of subsequent Monitoring surveys for the purposes of assessment achievement of Targets;
 - 2.5. The Targets.

3. The Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Development.
4. To fund and procure the implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter shall comply with the Travel Plan for the Monitoring Period.
5. The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Travel Plan Co-Ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
6. The Owner shall be responsible for the costs of Monitoring and auditing and any remuneration and expenses payable to the Travel Plan Co-ordinator and the Auditor.
7. In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.
8. Following approval of the Travel Plan for the Development the Travel Plan Co-Ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period including Deed the following:
 - 8.1. within twenty eight (28) days of the Occupation of the Development to provide written details of the Travel Plan to employees and display sustainable travel information in communal guest areas;
 - 8.2. to use all reasonable endeavours to ensure that Employees/Guests/Visitors' of the Development comply with the Travel Plan;
 - 8.3. to undertake the initial Monitoring survey which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an annual review of the Travel Plan and provide a written report within twenty eight (28) days of the completed review to the Council;
 - 8.4. to supply the Council with a statistical summary of the modes of transport used by Employees/Guests/Visitors disclosed by any monitoring surveys or copies of any questionnaires completed by Employees/Guests/Visitors'

9. The Owner will consider any reasonable recommendations made by the Council following each annual review of the Travel Plan within twenty eight (28) days of such recommendation being made by the Council, where practicable
10. Prior to Occupation of the Development the Owner shall enter into a Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Travel Plan.
11. In the event of default by the Owner to submit one or more Monitoring surveys, as detailed in the Travel Plan, within the timescale specified therein, the Council shall give written notice to the Owner of its intention to draw down on the Travel Plan Bond if compliance is not achieved within 28 days of receipt of the notice where practicable.
12. Further to paragraph 11 of this Schedule 6, if compliance is not achieved within the 28 day period then the Council may draw down on the Travel Plan Bond in the circumstances set out in paragraph 13 of this Schedule 6.
13. The Council shall not be entitled to drawdown any of the Travel Plan Bond except in the event of a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Travel Plan, within the timetable specified in the Travel Plan and the Council shall only be entitled to drawdown any of the Travel Plan Bond as is necessary in order to cover the cost the Council incurs in carrying out the said Travel Plan Monitoring surveys or implementing measures to achieve compliance with the aims of the Travel Plan.
14. The Travel Plan Bond shall be released following the expiration of the Monitoring Period.

SCHEDULE 7

PROJECT MANAGEMENT AND MONITORING FEE

The Owner hereby covenants with the Council as follows:

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

SCHEDULE 8

HUDU HEALTH CONTRIBUTION

The Owner hereby covenants with the Council as follows:

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

APPENDIX 1

FORM PO1

FORM PO1

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

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

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

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

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

☐

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO

APPENDIX 2

PLAN

This drawing shall be used in accordance with the terms of the contract and shall not be used for any other purpose without the written consent of the author. The author shall not be responsible for any errors or omissions in this drawing or for any consequences arising from its use. The drawing is the property of the author and shall remain confidential. It shall not be reproduced, copied, or distributed without the written consent of the author.

Key
 --- Site boundary

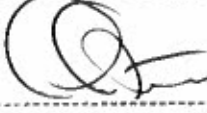
Scale Bar

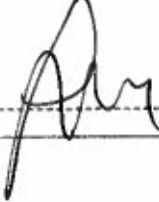
No.	Date	Revision Notes
1	1918	DENVILLE HALL

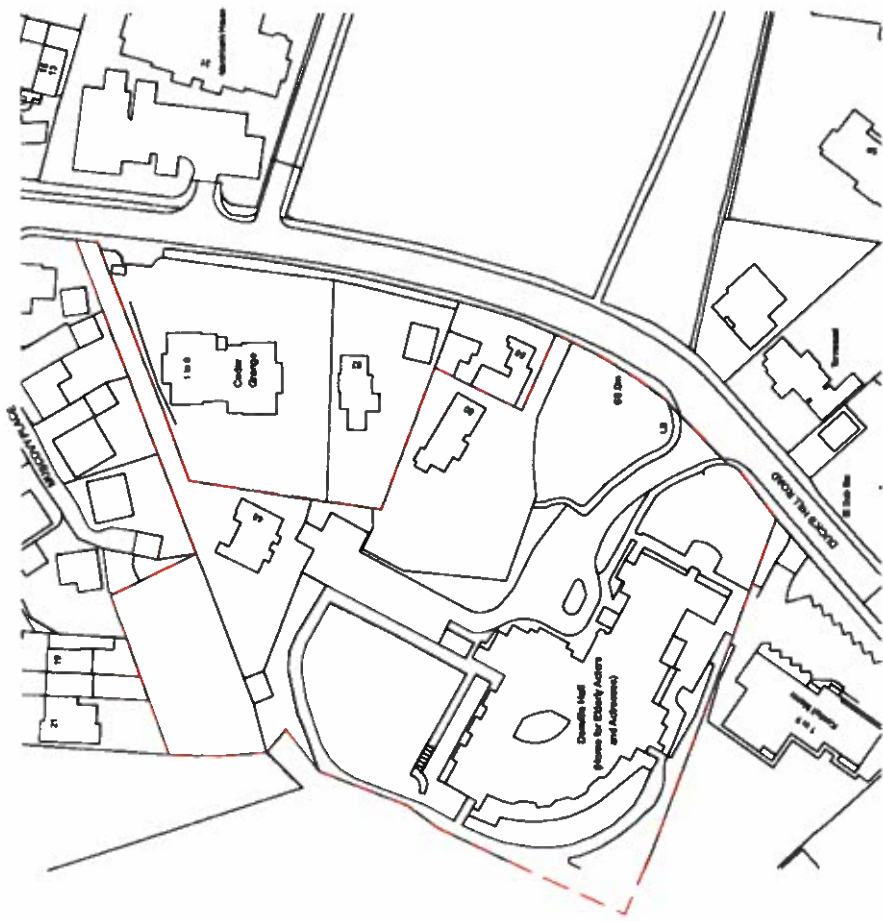
Project Data
 Project Name: DENVILLE HALL 2012 LTD
 Project Client: Kalli- architecture & design ltd
 Project Address: www.kalli-a-d.co.uk info@kalli-a-d.co.uk
 Project Number: 1918
 Project Date: 1/12/50

Project Data
 Project Name: GA (-2) 101.3
 Project Client: of 67
 Project Address: Location Plan @ 1:1250 @ A3

Project Data
 Project Name: RIBA 101
 Project Client: Kalli- architecture & design ltd

 MEMBER OF THE COUNCIL

 AUTHORISED OFFICER



John

James W. H. H.

APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Mr Mike Hooper
Hooper Curry Hamilton Llp
Hooper Curry Hamilton Llp
1 Royal Close, Manor Road
Hackney
London
N16 5SE

Application Ref: 924/APP/2022/3603

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 no. 48 and no. 60 Ducks Hill Road, garage and wooden storage unit and the erection of three new buildings comprising of 12 assisted-living units (Class C2), proposed ancillary communal space, including cafe and restaurant, external connecting link building, landscaping and external works.

Location of development: Denville Hall Ducks Hill Road Northwood

Date of application: 5th December 2022

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

- NOTES:**
- (i) Please also see the 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: 924/APP/2022/3603

SCHEDULE OF CONDITIONS

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

REASON

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

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

GA (-2) 101.3
P_GA(-2)301.1
P_GA(-2)303.4
P_GA(-2)303.5
P_GA (-2) 304.1
P_GA (-2) 304.2
P_GA (-2) 304.3
P_GA (-2) 304.4
P_GA (-2) 304.5
P_GA (-2) 304.6
P_GA (-2) 304.7
P_GA(-2)303.3
P_GA(-2)303.2
P_GA(-2)303.1
P_GA(-2)302.4
P_GA(-2)302.3
P_GA(-2)302.2
P_DT (-23) 402
P_GA (-3) 303.2
P_GA (-3) 304.1
P_GA (-3) 304.2
P_GA (-3) 305.1
P_GA (-3) 302.4
P_GA (-3) 302.3
P_GA (-3) 302.2
P_GA (-3) 302.1
P_GA (-3) 305.2
P_GA (-4) 302.4
P_GA (-4) 303.1
P_GA (-4) 303.2
P_GA (-4) 303.3
P_GA (-4) 303.4
P_GA (-4) 302.3

P_GA (-4) 304.1
P_GA (-4) 304.2
P_GA (-4) 305.1
P_GA (-4) 305.2
P_GA (-4) 302.1
P_GA (-4) 302.2
P_GA (-3) 303.1
P_GA (-2) 301.5
DH-05a
DH-06
DH-06a
DH-06b
DH-09
DH-07
DH-08
DH-08a
DH-08b
DH-06c
DH-01r1
DH-02r1
DH-03r2
DH-05

REASON

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

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

Areas & Uses Schedule

Design and Access Statement November 2022
Surface Water Drainage Strategy 1521-LSL-XX-XX-RP-C-SWS
Transport Assessment November 2022
GLA Carbon Emission Reporting Spreadsheet
Flood Risk Assessment 1521-LSL-XX-XX-RP-C-FRA
Sustainability Statement Version 2 10407/006a11/LA
Overheating Report Version 2 10407/004a11/LA
Heritage Impact Assessment 2022/5588
Arboricultural and Planning Integration Report GHA/DS/122660:22
Arboricultural Impact Assessment Rev D Nov 2022
Construction Method Statement Rev 02 - 2022.10.27 CMS
MMEcology Preliminary Ecological Appraisal and Roost Assessment
MMEcology Dusk-Dawn Bat Survey Report October 2022
MMEcology Reptile Survey Report October 2022
Noise Assessment 09-21-88961 - AC - 1V1
Energy Statement Version 2 10407/005A11/LA
Planning Statement - Denville Hall
Site Investigation Report 10767/JW Rev 0
Air Quality Statement 25 November 2022
Fire Safety Statement Issue 1.1. 17 Nov 2022

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

the development remains in existence.

REASON

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

- 4 Buildings A and B hereby approved shall accord with London Plan Policies 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 measures for those who require step-free egress, in accordance with Policies D5 and D12 of the London Plan (2021).

- 5 The development hereby approved shall ensure that 4 ground floor units within Building A and 2 units within Building B, are constructed to meet the standards for a Category 3, M4(3)(2)(b) Wheelchair Accessible Standard dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015. All such provisions shall remain in place for the life of the building.

REASON

To ensure an appropriate standard of housing, in accordance with Policy D7 of the London Plan (2021).

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

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

- (i) a programme of works, including hours of construction;
- (ii) the measures for traffic management and encouragement of sustainable modes of transport for workers, including prohibition of construction vehicles parking on the local highway network within the vicinity of the application site;
- (iii) the haulage routes and details of a vehicle booking system including use of a banksman (if applicable), ensuring construction deliveries are received outside peak hours;
- (iv) any closures of public routes and diversions, demonstrating how time spent closed to the public has been minimised;
- (v) the provision of secured restricted access as the sole means of entry to site for cyclists along with a secured turnstile entrance for pedestrians;
- (vi) a site plan identifying the location of the site entrance, exit, visibility zones, wheel washing, hard standing, hoarding (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting), stock piles, dust suppression, location of water supplies and location of nearest neighbouring receptors;
- (vii) the loading, unloading and storage of equipment, plant, fuel, oil, materials and chemicals;
- (viii) details of cranes and other tall construction equipment (including the details of obstacle lighting);
- (ix) the means to prevent deposition of mud on the highway and chemical and/or fuel run-off from into nearby watercourse(s);
- (x) 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.

(xi) the likely noise levels to be generated from plant and construction works and the precautions set out to eliminate or reduce noise levels where the operational risk levels illustrated within The Control of Noise at Work Regulations 2005 could be exceeded;

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

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

(xiv) an asbestos survey and management plan; and

(xv) the arrangement for monitoring and responding to complaints relating to demolition and construction.

and, for the avoidance of doubt:

- all Heavy Goods Vehicles associated with the development shall comply with the Direct Vision Standard, with a rating of 3 stars (or more).

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

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

REASON

To ensure that the proposed development does not interfere with the free flow of traffic and conditions of safety on the public highway, to ensure the development process does not have a significant adverse impact on the amenities of nearby residential properties, in accordance with Policies DMT 1, DMT 2, DMHB 11 and DMEI 14 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and Policies D14, SI 1, T4, and T7 of the London Plan (2021). Also, to ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter/receiver systems, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

- 7 The communal areas (cafe/restaurant, gym, bar,) illustrated on the approved floor plans shall remain ancillary to the main C2 Use of the buildings for the lifetime of the development.

REASON

To protect the residential amenities of local residents in accordance with Policies DMHB 11, DMT 1 and DMT 2 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

- 8 No development shall commence until a low emission strategy (LES) has been submitted to and approved in writing by the Local Planning Authority. The LES shall address but be not restricted to:

1) secure compliance with the current London Plan (March 2021) and associated Planning Guidance requirements in terms of air quality.

2) consider the implementation of a FAST electric vehicle charging bay for cars. This is to be implemented above the minimum number of charging points required in the London Plan.

3) Develop a robust Travel Plan to make it ambitious with a clear and effective strategy to encourage staff / users of the site to

a) use public transport;

b) cycle / walk to work where practicable;

c) enter car share schemes;

d) purchase and drive to work zero emission vehicles.

The measures in the agreed scheme shall be maintained throughout the life 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 Hillingdon Local Plan: Part One - Strategic Policies (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020), the London Borough of Hillingdon Air Quality Action Plan 2019-2023, Policies SI1 and T4 of the London Plan (2021), and paragraphs 174(e), 186 and 188 of the National Planning Policy Framework (2021).

- 9 The development must proceed in accordance with an approved bat mitigation licence issued by Natural England with full details of the mitigation requirements provided to and approved in writing by the Local Planning Authority which shall be submitted and approved prior to the commencement of the development.

REASON

To ensure the protection of bats in accordance with the NPPF (2021) and Policy DMEI 7 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

- 10 Prior to above ground works, an ecological enhancement plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall show dedicated areas for the management of wildlife. The plan shall also include a diverse range of planting through an updated landscaping plan that has been developed to improve biodiversity. Finally, the plan shall also show the inclusion of wildlife enhancement features (i.e. bat and bird boxes as well log piles) throughout the landscaped areas and within the fabric of the buildings. The development must proceed in accordance with the approved plan.

REASON

To ensure the development incorporates measures to improve biodiversity whilst protecting the interests of aircraft safety in compliance with Policy EM7 of the Hillingdon Local Plan: Part One - Strategic Policies (2012), Policies DMAV 1 and DMEI 7 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and Policy G6 of the London Plan (2021).

- 11 Prior to any above ground works for the development hereby approved (excluding demolition), a refuse management plan and details of the bin stores shall be submitted to and approved in writing by the Local Planning Authority.

A. The refuse management plan shall include details of how the waste generated by the development will be collected, managed and how the waste stored within the individual refuse stores will be placed in the refuse collection point on the day of collection.

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

REASON

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

- 12 Prior to the commencement of the development hereby approved (including demolition), unless the development proceeds in accordance with the Energy Strategy Report (April 2022), an Updated Energy Strategy shall be submitted to, and approved in writing by, the local planning authority. The Updated Energy Strategy shall either:

(A) include full details of the low and zero carbon technologies (excluding 'Be Lean' measures) set out in the Energy Strategy Report (April 2022), which are required to achieve on-site carbon savings of at least 36% of CO₂, compared with the baseline regulated energy demand; or

(B) shall be updated to include an assessment of the annual baseline regulated energy demand (kwhr) as per 2013 Building Regulations (or subsequent amendments) and associated carbon emissions (kgCO₂ and tCO₂), and shall then set out the measures and technology required to achieve a reduction greater than 36% in the CO₂ associated with the baseline regulated energy demand.

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

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

REASON

In order to deliver the maximum on-site carbon savings in accordance with Policies SI 2 and SI 3 of the London Plan (2021).

- 13 (i) The development shall not commence until a detailed scheme to deal with the identified unacceptable concentrations of contamination has been submitted to and approved by the Local Planning Authority (LPA). All works which form part of the required remediation scheme shall be completed before any part of the development is occupied or brought into use. The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:
- (a) A written method statement providing full details of the proposed remediation scheme, and how completion of the remedial works will be verified, shall be agreed in writing with the LPA prior to commencement, along with full details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.
- (ii) If, during remedial or development works, contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and
- (iii) Upon completion of the approved remedial works, this condition will not be discharged until a comprehensive verification report has been submitted to and approved by the LPA. The report shall include the details of the final remediation works and their verification to show that the works have been carried out in full and in accordance with the approved methodology.
- (iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping and/or engineering purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the factual results and interpretive reports of this testing shall be submitted to and approved in writing by the Local Planning Authority.

REASON

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Part

Two - Development Management Policies (2020).

- 14 Prior to above ground level works (excluding demolition) details of all materials and external surfaces, including details of any 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 Two - Development Management Policies (2020).

- 15 Notwithstanding the approved plans, prior to above ground level works updated drawings demonstrating the provision for secured and covered storage for mobility scooters shall be submitted and approved in writing by the Local Planning Authority.

REASON

To ensure the proposed development is in accordance with Policy H13 of the London Plan (2021).

- 16 The dwelling(s) and ancillary use buildings 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 Hillingdon Local Plan: Part Two - Development Management Policies (2020) and Policy D12 of the London Plan (2021).

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

- (i) the building's construction: methods, products and materials used, including manufacturers' details
- (ii) the means of escape for all building users: suitably designed stair cores, escape for building users who are disabled or require level access, and associated evacuation strategy approach
- (iii) features which reduce the risk to life: fire alarm systems, passive and active fire safety measures and associated management and maintenance plans
- (iv) access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these
- (v) how provision will be made within the curtilage of the site to enable fire appliances to gain access to the building
- (vi) ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures.

B) Prior to occupation of the development hereby approved, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building Control Decision Notice or equivalent. Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

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

- 18 1. 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 1 hr, for any one-hour period between 2300 and 0700, measured inside any room of any permitted dwelling having regard to the guidance set out in British Standard 8233: 2014 whilst achieving acceptable internal living conditions with respect to ventilation and temperature.
2. The rating level of noise caused by the operation of the permitted development shall not exceed 40 dB LAeq, 15 min for any fifteen-minute period between 2300 and 0700, and 50 dB LAeq, 1 hour for any hour between 0700 and 2300. The rating level shall be determined one metre free field externally from any window or door of any permanent residential premises, or equivalently noise sensitive premises, using the methods described in 'Methods for rating and assessing industrial and commercial sound' British Standards Institution BS4142 2014

REASON

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

- 19 Prior to commencement of superstructure works, an Overheating Strategy shall be submitted to and approved in writing by the Local Planning Authority. The submission shall demonstrate how the development will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the following cooling hierarchy:
- 1) reduce the amount of heat entering a building through orientation, shading, high albedo materials, fenestration, insulation and the provision of green infrastructure;
 - 2) minimise internal heat generation through energy efficient design;
 - 3) manage the heat within the building including where possible through exposed internal thermal mass and high ceilings;
 - 4) provide passive ventilation;
 - 5) provide mechanical ventilation; and
 - 6) provide active cooling systems.

The approved details shall thereafter be implemented and retained for the lifetime of the development.

REASON

To demonstrate that the final strategy will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the cooling hierarchy and Policy SI4 of the London Plan (2021).

- 20 Trees, hedges and shrubs shown to be retained on the approved plan(s) 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 (or after) 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 Two - Development Management Policies (2020) and to comply with Section 197 of the Town and Country Planning Act 1990.

- 21 Prior to above ground level works (excluding demolition) a landscaping scheme shall be 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, including pollution absorbing plant, giving species, plant sizes, and proposed numbers/densities where appropriate

2. Details of Hard Landscaping

2.a Refuse Storage

2.b Car Parking Layouts for 32 cars (including demonstration that 2 parking spaces are served by active electrical charging points and a further 2 passive electrical charging points and 4 accessible spaces)

2.c External Lighting (to include automatic switch off)

2.d Other structures (such as play equipment and furniture)

3. Details of Landscape Maintenance

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

3.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.

4. Schedule for Implementation

5. Other

5.a Existing and proposed functional services above and below ground

5.b Proposed finishing levels or contours

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

REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with Policies DMHB 11, DMHB 12, DMHB 14, DMEI 1 and DMT 2 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and Policy G5 of the London Plan (2021).

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

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

REASON

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

- 23 Prior to the commencement of development a detailed drainage strategy shall be submitted and approved in writing by the Local Planning Authority. The drainage plan shall include:

1. The proposed location(s) of the rainwater harvesting subterranean tank(s) and small pump set(s) within drawings.
2. Clarifies, via the submission of an updated SuDS proforma that rainwater storage for later use is feasible.
3. Demonstrates the maintenance tasks, frequencies, and owner for the proposed rainwater harvesting subterranean tanks and pump sets.

REASON

To ensure the development does not increase the risk of flooding in accordance with Policy DME1 10 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and Policy SI 12 of the London Plan (2021).

INFORMATIVES

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.
- 3 You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
- 4 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2019. 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 cil@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

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 There are public sewers crossing or close to your development. If you're planning significant work near our sewers, it's important that you minimize the risk of damage. We'll need to check that your development doesn't limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes.

With regard to SURFACE WATER drainage, Thames Water would advise that if the developer follows the sequential approach to the disposal of surface water we would have no objection. Management of surface water from new developments should follow Policy SI 13 Sustainable drainage of the London Plan 2021. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. Should you require further information please refer to our website.

We would expect the developer to demonstrate what measures will be undertaken to minimise groundwater discharges into the public sewer. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Should the Local Planning Authority be minded to approve the planning application, Thames Water would like the following informative attached to the planning permission: "A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed on line. Please refer to the Wholesale; Business customers; Groundwater discharges section.

As per Building regulations part H paragraph 2.21, Drainage serving kitchens in commercial hot food premises should be fitted with a grease separator complying with BS EN 1825-2:2004 and designed in accordance with BS EN 1825-2:2002 or other effective means of grease removal. Thames Water further recommend, in line with best practice for the disposal of Fats, Oils and Grease, the collection of waste oil by a contractor, particularly to recycle for the production of bio diesel. Failure to implement these recommendations may result in this and other properties suffering blocked drains, sewage flooding and pollution to local watercourses. Please refer to our website for further information.

Water Comments

With regard to water supply, this comes within the area covered by the Affinity Water Company. For your information the address to write to is - Affinity Water Company The Hub, Tamblin Way, Hatfield, Herts, AL10 9EZ - Tel - 0845 782 3333.

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

Part 1 Policies

PT1.BE1 (2012) Built Environment

PT1.EM8 (2012) Land, Water, Air and Noise

PT1.HE1 (2012) Heritage

Part 2 Policies

DMH 8	Sheltered Housing and Care Homes
DMHB 1	Heritage Assets
DMHB 2	Listed Buildings
DMHB 3	Locally Listed Buildings
DMHB 7	Archaeological Priority Areas and archaeological Priority Zones
DMHB 11	Design of New Development
DMHB 12	Streets and Public Realm
DMHB 14	Trees and Landscaping
DMT 2	Highways Impacts
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
DMEI 2	Reducing Carbon Emissions
DMEI 7	Biodiversity Protection and Enhancement
LPP D4	(2021) Delivering good design
LPP D5	(2021) Inclusive design
LPP D7	(2021) Accessible housing
LPP D8	(2021) Public realm
LPP D12	(2021) Fire safety
LPP D14	(2021) Noise
LPP H12	(2021) Supported and specialised accommodation
LPP H13	(2021) Specialist older persons housing
LPP HC1	(2021) Heritage conservation and growth
LPP T5	(2021) Cycling
LPP T6	(2021) Car parking
LPP T6.1	(2021) Residential parking
NPPF12	NPPF 2021 - Achieving well-designed places

END OF SCHEDULE

Address:

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

GRANT OF PLANNING PERMISSION

Application Ref: 924/APP/2022/3603

SCHEDULE OF PLANS

P_GA (-4) 302.4 - received 29 Nov 2022
P_GA (-4) 303.1 - received 29 Nov 2022
P_GA (-4) 303.2 - received 29 Nov 2022
P_GA (-4) 303.3 - received 29 Nov 2022
P_GA (-4) 303.4 - received 29 Nov 2022
P_GA (-4) 302.3 - received 29 Nov 2022
P_GA (-4) 304.1 - received 29 Nov 2022
P_GA (-4) 304.2 - received 29 Nov 2022
P_GA (-4) 305.1 - received 29 Nov 2022
P_GA (-4) 305.2 - received 29 Nov 2022
Site Investigation Report 10767/JW Rev 0 - received 29 Nov 2022
Air Quality Statement 25 November 2022 - received 29 Nov 2022
GSP-2018-1161-1 FINAL - received 29 Nov 2022
Arboricultural Impact Assessment Rev D Nov 2022 - received 29 Nov 2022
Energy Statment CBG consultants 22.11.2022 - received 29 Nov 2022
Energy Statement Version 2 10407/005A11/LA - received 29 Nov 2022
1521-LSL-XX-XX-RP-C-FRA - received 29 Nov 2022
2022/5588 Heritage Impact Assessment - received 29 Nov 2022
Landscaping DAS - received 29 Nov 2022
Noise Assessment 09-21-88961 - AC - 1V1 - received 29 Nov 2022
P_DT (-23) 402 - received 29 Nov 2022
P_GA(-2)302.2 - received 29 Nov 2022
P_GA(-2)302.3 - received 29 Nov 2022
P_GA(-2)302.4 - received 29 Nov 2022
P_GA(-2)303.1 - received 29 Nov 2022
P_GA(-2)303.2 - received 29 Nov 2022
P_GA(-2)303.3 - received 29 Nov 2022
P_GA(-2)303.4 - received 29 Nov 2022
P_GA(-2)303.5 - received 29 Nov 2022
P_GA (-2) 304.1 - received 29 Nov 2022
P_GA (-2) 304.2 - received 29 Nov 2022

P_GA (-2) 304.3 - received 29 Nov 2022
P_GA (-2) 304.4 - received 29 Nov 2022
P_GA (-2) 304.5 - received 29 Nov 2022
P_GA (-2) 304.6 - received 29 Nov 2022
P_GA (-2) 304.7 - received 29 Nov 2022
Building A - Verified View and Method Statement - received 29 Nov 2022
P_GA (-4) 302.1 - received 29 Nov 2022
P_GA (-4) 302.2 - received 29 Nov 2022
P_GA (-2) 205.1 - received 29 Nov 2022
P_GA (-5) 202.1 - received 29 Nov 2022
P_GA (-5) 202.2 - received 29 Nov 2022
P_GA (-5) 203.1 - received 29 Nov 2022
P_GA (-5) 203.2 - received 29 Nov 2022
P_GA (-5) 204.1 - received 29 Nov 2022
P_GA (-5) 204.2 - received 29 Nov 2022
DH -10f - CGI - received 29 Nov 2022
DH -10g - CGI - received 29 Nov 2022
DH -10h - CGI - received 29 Nov 2022
1521-LSL-XX-XX-RP-C-SWS - received 29 Nov 2022
Sustainability Appraisal 17.11.2022 - received 29 Nov 2022
Transport Assessment dated Nov 2022 - received 29 Nov 2022
GHA/DS/122660:22 - received 29 Nov 2022
P_GA (-3) 302.1 - received 29 Nov 2022
P_GA (-3) 302.2 - received 29 Nov 2022
P_GA (-3) 302.3 - received 29 Nov 2022
P_GA (-3) 302.4 - received 29 Nov 2022
P_GA (-3) 303.1 - received 29 Nov 2022
P_GA (-3) 303.2 - received 29 Nov 2022
P_GA (-3) 304.1 - received 29 Nov 2022
P_GA (-3) 304.2 - received 29 Nov 2022
P_GA (-3) 305.1 - received 29 Nov 2022
P_GA (-3) 305.2 - received 29 Nov 2022
DH-00 - received 29 Nov 2022
DH-00a - received 29 Nov 2022
DH-00b - received 29 Nov 2022

DH-01r1 - received 29 Nov 2022
DH-01a - received 29 Nov 2022
DH-02r1 - received 29 Nov 2022
DH-03r2 - received 29 Nov 2022
DH-04a - received 29 Nov 2022
DH-04b - received 29 Nov 2022
DH-05 - received 29 Nov 2022
DH -10h - CGI - received 29 Nov 2022
DH -10i - CGI - received 29 Nov 2022
DH -10j - CGI - received 29 Nov 2022
DH -10a - CGI - received 29 Nov 2022
DH -10b - CGI - received 29 Nov 2022
DH -10c - CGI - received 29 Nov 2022
DH -10e - CGI - received 29 Nov 2022
DH -10k - CGI - received 29 Nov 2022
DH -10l - CGI - received 29 Nov 2022
DH -10m - CGI - received 29 Nov 2022
GLA Carbon Emission Reporting Spreadsheet - received 29 Nov 2022
MMEcology Dusk-Dawn Bat Survey Report October 2022 - received 29 Nov 2022
10407/004a11/LA - received 29 Nov 2022
Planning Statement - Appendix 1 Pre-App Report - received 29 Nov 2022
MMEcology Preliminary Ecological Appraisal and Roost Assessment - received 29 Nov 2022
MMEcology Reptile Survey Report October 2022 - received 29 Nov 2022
GA (-2) 101.3 - received 25 Nov 2022
P_GA (-2) 301.1 - received 25 Nov 2022
P_GA(-2)101.1 - received 25 Nov 2022
P_GA(-2)101.2 - received 25 Nov 2022
P_GA(-2)101.3 - received 25 Nov 2022
GSL22105-300 - received 25 Nov 2022
GSL22105-402 - received 25 Nov 2022
GSL22105-302 - received 25 Nov 2022
GSL22105-303 - received 25 Nov 2022
GSL22105-304 - received 25 Nov 2022
GSL22105-305 - received 25 Nov 2022
GSL22105-400 - received 25 Nov 2022

GSL22105-401 - received 25 Nov 2022
GSL22105-301 - received 25 Nov 2022
DH -10o - CGI - received 29 Nov 2022
DH -10p - CGI - received 29 Nov 2022
DH -10q - CGI - received 29 Nov 2022
Fire Safety Statement 1.1. 17 Nov 2022 - received 10 Mar 2023
Areas & Uses Schedule - received 29 Nov 2022
Design and Access Statement November 2022 - received 29 Nov 2022
Planning Statement - Denville Hall - received 29 Nov 2022
DH -10n - CGI - received 29 Nov 2022
Rev 02 - 2022.10.27 CMS - received 29 Nov 2022
DH-05a - received 29 Nov 2022
DH-06 - received 29 Nov 2022
DH-06a - received 29 Nov 2022
DH-06b - received 29 Nov 2022
DH-06c - received 29 Nov 2022
DH-07 - received 29 Nov 2022
DH-08 - received 29 Nov 2022
DH-08a - received 29 Nov 2022
DH-08b - received 29 Nov 2022
DH-09 - received 29 Nov 2022

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

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

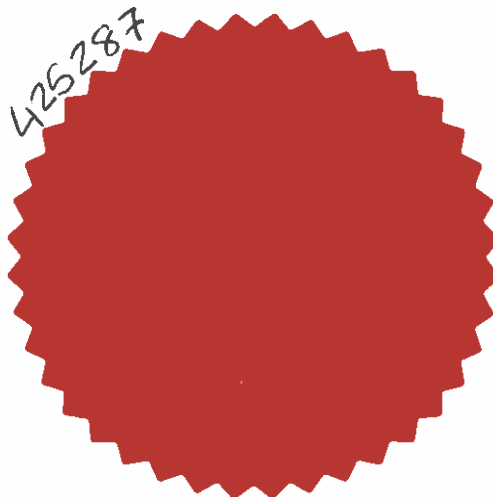
Purchase Notices.

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

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

was duly affixed to this Deed

in the presence of:-



MEMBER OF

THE COUNCIL.....

AUTHORISED OFFICER.....

Executed as a DEED by DENVILLE HALL 2012

Acting by a Director

Director:  JOANNE BENJAMIN

In the presence of:-

Witness Name:

Witness Signature:

Witness Address:

JAMES HOPE
James H. Hope
10 BLONDESBURY PARK MANSIONS
132 SALUSBURY RD.
LONDON NW6 6PD