

DATED

2022

A G R E E M E N T

between

**THE COUNCIL OF
THE LONDON BOROUGH OF EALING**

- and -

MAHMOOD EBRAHIMI

Under Section 106 of the
Town and Country Planning Act 1990
and other Statutes
relating to land at
1, 2 and 2C Teignmouth Parade Greenford

Director of Legal and Democratic Services
London Borough of Ealing
Perceval House
Uxbridge Road
London W5 2HL
Ref :LEGAL/AFL/684197

THIS DEED is made the _____ day of _____ 2022

BETWEEN

(1) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** ("Council") of
Town Hall Ealing London W5 2BY

and

(2) **MAHMOOD EBRAHIMI** ("Developer") of 190 North End Road London W14
9NX

RECITALS

- (1) The Council is the local planning authority for the area within which the Property is situated for the purposes of s106 of the Planning Act and by whom the obligations in this Deed are enforceable
- (2) The Developer is the freehold owner of the Property and is registered at HM Land Registry under title no. AGL222551 as the proprietor of the Property with title absolute
- (3) The Application has been submitted to the Council and the parties hereto have agreed to enter into this Deed in order to facilitate and enable the acceptable development of the Property
- (4) On 1 July 2022 the Council resolved to grant planning permission for the development of the Property in accordance with the Application subject to the prior completion of this Deed

NOW THIS DEED WITNESSES and IT IS HEREBY AGREED as follows:

DEFINITIONS

1. In this Deed (including the Recitals and Schedules) the following expressions shall unless the context otherwise requires have the meaning ascribed to them below:

"Application" means the planning application given the Council's reference 220337FUL and received by the Council on 8 February 2022 for the development of the Property in the manner described in the application

"Blue Badge Holders" means any persons qualifying for disabled parking permits under the Disabled Persons (Badges for Motor Vehicles) (England) (Amendment no.2) Regulations 2007 (or such relevant regulations as may supersede them)

"Car Club" means a pay-as-you-drive car club offering members access to a vehicle without ownership and which is designed to reduce the levels of car ownership by occupiers of the Development and by residents in the vicinity of the Development

"Chief Planning Officer" means the Chief Planning Officer for the time being of the Council or such other person authorised by the Council to carry out that function

"Commencement of Development", "Commence Development" and the like means the carrying out of a material operation at the Property in accordance with Section 56 of the Planning Act SAVE FOR demolition site clearance excavations and the erection of temporary fences and hoardings and temporary buildings moveable structures works plant or machinery and storage areas required temporarily in

connection with and for the duration of operations in on over or under the Property and temporary access to the same

"CPZ" means a Controlled Parking Zone in the vicinity of the Property being a parking scheme established and operated by the Council in which on-street parking in a particular area is restricted to only those vehicles with parking permits issued by the Council for that scheme

"Development" means the development of the Property pursuant to the Planning Permission

"Highways Agreement" means an agreement made under section 278 of the Highways Act A 1980 which may include the following terms or such other terms agreed between the Developer and the Council

- (a) The Developer shall submit a detailed design, methodology and programme for the delivery of the Highways Works for approval by the Council
- (b) The Developer shall design, construct and complete the Highway Works in accordance with the details approved by the Council] and in accordance with the terms of the Highways Agreement.
- (c) Provision for the dedication or adoption or both of the Highway Works as publicly maintainable highway by the Council as may be necessary.
- (d) Provision of a bond or surety to secure the completion of the Highway Works to the satisfaction of the Council

"Highway Works" means works to be specified in the Highways Agreement which shall include but not be limited to the provision of a layby at the front of the Development

"Indexed" means increased (if applicable) in accordance with the formula whereby the payment is multiplied by the fraction A divided by B (except where A is less than B) where B represents the value of the Retail Prices Index as at the date of this Deed and A represents the value of the same index as at the date the payment is made to the Council

"Low Car Housing Scheme" means a development in which Occupiers of the development affected are not entitled to parking permits allowing them or their visitors to park their vehicles within the CPZ in which the Development is located

"Occupy" (and "Occupation", "Occupier", "Occupied" and the like) means first occupation for any purpose permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or sales purposes or occupation in relation to security operations

"Necessary Highway Consents" means any by-law approvals, and other consents, licences, permissions and orders required from any competent authority, statutory undertaker or person for the carrying out of the Highway Works.

"Payment" means the sum of £23,061

"Planning Act" means the Town and Country Planning Act 1990 (as amended)

"Planning Permission" means the planning consent to be granted for the Application in the form of the draft annexed to Schedule 3 (Council reference no. 220337FUL) and for the avoidance of doubt the phrase "Planning Permission" shall for the purposes of

this Deed include any varied or different planning permission granted on an application under Section 73 of the Planning Act relating to the Planning Permission

"Practical Completion" means completion of the Highway Works that enable the Highway Works to be used for the purpose for which they were designed save for any minor defects and "Practically Complete" shall be construed accordingly

"Property" means the land against which this deed may be enforced being all that property known as 1, 2 and 2C Teignmouth Parade Greenford for the purposes of identification only shown edged bold black on Plan 1 attached to this deed

"Section 106 Monitoring Officer" means the person for the time being appointed to monitor obligations under s106 of the Planning Act or such other person authorised by the Council to carry out that function

CONSTRUCTION OF THIS DEED

2. References to any party in this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successor to its statutory functions

3. Words importing the singular shall be construed as importing the plural and vice versa

4. Words importing one gender shall be construed as importing any other gender and words denoting natural persons shall include companies corporations and firms and all such words shall be construed interchangeable in that manner
5. References in this Deed to any statute includes any amendment modification extension consolidation or re-enactment of it for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that statute or deriving validity from it
6. Covenants made hereunder if made by more than one person are made jointly and severally
7. Where in this Deed any obligation of a party is required to be performed within a specified time limit that obligation shall be deemed to continue after that time limit if the party fails to comply with the obligation within the time limit but without prejudice to any remedy of the enforcing party
8. The headings in this Deed are for reference only and shall not affect construction

LEGAL BASIS

9. This Deed is made pursuant to Section 106 of the Planning Act Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers and enactments which may be relevant to the purpose of giving validity to this Deed or for facilitating the enforcement of the obligations contained in it with intent to bind the Developer and the Mortgagee
10. Any covenants restrictions or requirements in this Deed falling within the provisions of Section 106 of the Planning Act shall be deemed to be expressed to be planning obligations to which that said Section shall apply

CONDITIONALITY

11. Save for the provisions of clause 13 herein which shall take effect immediately the obligations in this Deed are (unless otherwise specified) conditional upon:
 - 11.1 the grant of Planning Permission and
 - 11.2 Commencement of Development

THE DEVELOPER'S COVENANTS

12. The Developer agrees undertakes and covenants with the Council as set out in the First Schedule
13. The Developer shall pay to the Council on execution of this Deed the reasonable legal and other professional costs of the Council incurred in the negotiation preparation and execution of this Deed

THE COUNCIL'S COVENANTS

- 14.1 The Council covenants with the Developer as set out in the Second Schedule
- 14.2 The Council covenants with the Developer that the Payment shall not be spent otherwise than as set out in the Second Schedule and if any part of the Payment has not been spent or committed for expenditure by the Council at the expiration of 5 years from the date the whole of the Payment was paid then the Council covenants to repay the unspent or uncommitted balance of the Payment (including interest accrued) to the party who paid the Payment within 20 working days of receipt of a written request for refund from that party

INDEXATION

15. Any sum referred to in the First Schedule shall be Indexed
16. The enforceability of this Deed shall not be affected by any passage of time or any delay by or neglect or forbearance of the Council in enforcing the provisions of this Deed or any extension of time or other indulgence shown by the Council

17. The obligations contained in this Deed are intended to run with the Property and each and every part thereof and to bind the owners and occupiers thereof from time to time and this Deed shall accordingly be registrable as a local land charge by the Council
18. No parties to this Deed (save for the Council) shall be deemed to be or act as agent or contractor for the Council in the carrying out of any of the works required by this Deed and no responsibility liability claim demand cost or expense whatsoever claimed in respect of anything done or not done by any of the parties to this Deed (save for any failure of the Council to observe and perform its covenants under this Deed) shall lie against the Council in respect thereof
19. Any notices consents agreements approvals expressions of satisfaction or certificates required herein shall be given in writing and shall not be unreasonably withheld or delayed and if given on behalf of the Council shall be under the hand of the Chief Executive of the Council or other authorised officer of the Council and shall be properly served if sent in the case of the Council by first class recorded delivery post addressed to the Borough Planner quoting references 220337FUL & Legal/AFL/684197 at Perceval House 14-16 Uxbridge Road London W5 2HL or such other officer as may be notified in writing from time to time by the Council to the other parties to this Deed and in the case of the other parties to their respective addresses as set out above or to their registered or principal office or to the address notified by the parties hereto
20. Words in this Deed denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction
21. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

22. Nothing in this Deed shall be construed so as to fetter any of the Council's powers duties and obligations in its capacity as highway authority and/or local planning authority and the Council's rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
23. If there is any conflict between the terms of this Deed and any condition on the Planning Permission the latter shall take precedence
24. Save where otherwise specifically expressed within this Deed any costs monies calculation or assessment to be calculated or made in consequence of this Deed shall be as conclusively determined by the Council acting reasonably whose decision (save for manifest error) shall be final and binding on all parties
25. No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 (the "1999 Act") and all third party rights as may be implied by law or deemed to be enforceable by the 1999 Act are hereby excluded to the fullest extent permitted by law SAVE THAT FOR THE AVOIDANCE OF DOUBT the exclusion of the 1999 Act shall not prevent any successors in title to any of the parties to this Deed from being able to benefit or enforce any of the provisions of this Deed as provided for by s106 of the Planning Act
26. This Deed shall cease to have effect (insofar only as it has not already been complied with) if prior to Commencement of Development the Planning Permission shall expire or be quashed or revoked and any part of the Payment paid by the Developer shall be repaid to the Developer within 20 working days of receiving request for repayment.

27. Save where otherwise expressly stated all covenants given under this Deed shall be complied with entirely at the expense of the party giving the covenant

CHANGE IN OWNERSHIP

28. No party shall be bound by any obligations contained in this Deed after they have parted with the entirety of their legal interest in the Property but without prejudice to liability for any breach or liability existing or arising prior to parting with such interest and PROVIDED ALWAYS that this clause shall be of no effect whatsoever in the event of any breach by the party in question of paragraph 13 of the First Schedule
29. The Developer shall give the Council immediate notice of any change in ownership of any of its interests in the Property 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 applicable) together with details of the area of the Property or unit of occupation transferred and with reference to a plan and Land Registry title number (if applicable)
30. This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of a planning application pursuant to section 73 of the Planning Act as if this Deed had been completed pursuant to such an application

DISPUTE PROVISIONS

31. In the event that there shall be any dispute between the parties to this Deed in respect of any matter arising under the terms of this Deed and which dispute the parties are unable to resolve any of the parties may refer the matter to an Expert for determination SAVE THAT in no case shall any point be referred to the Expert which is a point that is in or relates to any matter in the Planning Permission itself (where the Council's determination shall be final)

- 31.1 The Expert shall be a person with knowledge and expertise in the subject matter of the dispute and in the event that the parties cannot agree the identity of the person to be appointed as Expert pursuant to this clause within fifteen (15) working days of one party's notification to the other party of that party's decision to refer the matter to an Expert either party may seek nomination of an Expert by the President for the time being of the appropriate professional body (whose nomination shall be binding on the parties)
- 31.2 The costs of the Expert shall be in the award of the Expert
- 31.3 The Expert shall (save with the agreement of both parties) be restricted to settling disputes
- 31.4 The decision of the Expert (other than in the case of manifest error shall be binding on the parties
- 31.5 The provisions of this clause 31 do not apply in the case of any dispute or difference arising in connection with any matter covered by this Deed to the extent that the same is a dispute or difference as to a matter of law or which concerns the interpretation of this Deed

JURISDICTION

32. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales

EXECUTED AS A DEED but not delivered until the day and year first above written

THE FIRST SCHEDULE

COVENANTS BY THE DEVELOPER

1. To make the Payment to the Council and not to Commence the Development until the Payment has been so made

Car Parking Restrictions

2. For such period of time as a CPZ shall operate within the area local to the Development
 - a. the Development shall be a Low Car Housing Scheme and
 - b. no Occupier of the Development (save for any Blue Badge Holders) shall be entitled to any permit as may be issued by the Council which would allow any such Occupier (or person having any connection whatsoever or relationship with any such Occupier whether contractual personal or otherwise) to park any vehicle within the CPZ
3. The Developer shall not occupy or cause or permit or suffer to be occupied the Development or any part thereof (save for the purpose of constructing the same) unless and until the Developer has informed all intended occupiers of the Development by formal notice in writing:
 - a. that the Development is a Low Car Housing Scheme and
 - b. that (save for any Blue Badge Holders) intended occupiers of the Development (or any person having any connection whatsoever or relationship with any such occupier whether contractual personal or otherwise and who is resident at the Development) shall not be

entitled to any permits from the Council which would allow them to park any motor vehicle within the CPZ

4. The Developer will forthwith confirm in writing to the Council that he has made formal notification in accordance with sub-paragraphs 2a and 2b above
5. The Developer for itself and its successors in title (other than Blue Badge Holders) hereby waives all rights and entitlement (if any) on the part of the Developer to a parking permit in the CPZ and covenants not to lease or transfer the whole or any part of the Property unless he has included a restrictive covenant in any such lease or transfer which provides that the tenant or owner of the whole or any part of the Property covenants not to apply to the Council for a resident's parking permit for the CPZ
6. To notify the Chief Planning Officer and the s106 Monitoring Officer of the Council in writing quoting planning ref no. 220337FUL of the full postal address of each residential unit which has been created at the Property pursuant to the Planning Permission immediately such address has been established with Royal Mail

Car Club Obligations

7. The Developer shall prior to first Occupation of the Development notify the Council of the identity of the car club operator which will operate in relation to the Development and shall submit to the Council a copy of such parts of the contract between itself and the Car Club operator as are necessary to show that a contract has been entered into
8. The Developer shall ensure that once provided the Car Club is not managed and operated other than by an accredited Car Club operator and the Developer

shall use ensure that Car Club membership is funded for Occupiers of the Development for three years following first Occupation

Highway Obligations

9. Prior to the Occupation of any part of the Development the Owner shall carry out and Practically Complete the Highway Works at its own expense in accordance with the terms of the Planning Permission, the Highways Agreement and the Necessary Highway Consents.

General Obligations

10. To give to the Section 106 Monitoring Officer of the Council quoting reference 220337FUL no less than ten working days prior notice of the Commencement of Development so as to enable the Council to monitor effectively the performance of the Developer's obligations under this Deed
11. In carrying out the terms and conditions of this Deed to comply with all applicable statutory enactments and regulations as may from time to time be in force
12. To advise the Council of any assignment of its interests and responsibilities under this Deed

THE SECOND SCHEDULE

COVENANTS BY THE COUNCIL

The Payment shall be applied in the following manner

£10,000	towards the assessment of parking restrictions in the vicinity of the development
£8600	towards improvements to local parks
£1003	towards local allotment spaces
£2558	towards local play space provision
£900	towards local air quality improvement measures

THE THIRD SCHEDULE

THE PLANNING PERMISSION

As draft planning permission reference 220337FUL attached

EXECUTED AS A DEED by the Council)

by causing its common seal to be affixed hereunto)

in the presence of.)

The Authorised Officer

SIGNED AS A DEED

MAHMOOD EBRAHIMI in the presence of

Witness Ali Nasseri

Address/Occupation

Place Directorate



NOTICE OF PLANNING DECISION

Miss Emily Penkett
Plainview Planning Ltd
The Malt House
Cowley
Cheltenham
GL53 9NJ

Ealing Council
Perceval House
14-16 Uxbridge Road
London
W5 2HL

Your Ref:
**Units 1, 2, 2c Teighnmouth
Pa...**

Our Ref:
220337FUL

Direct line: **020 8825 6600** Date: **DRAFT**

Dear Sir/Madam

Your application has been considered in accordance with the provisions of the Town and Country Planning Act 1990 (as amended) and its Orders:

Application Received: 08.02.2022

Drawings/Schedules References:

PL00 rev C, PL01 rev A, PL02, PL03, PL04, PL05, PL06, PL07 rev C, PL08 rev B, PL09 rev A, PL10 rev A, PL11 rev A, PL12 rev A, PL13 rev B, PL14 rev B, PL15 rev A, PL16 rev B, PL17 rev A, PL18 rev A, PL19 rev A, Noise Assessment - NOVA Acoustics Ltd - 6443AE - V2 - BS8233 dated 01/06/2022, Transport Assessment by TPA dated January 2022, Design and Access Statement dated May 2022, Heritage Statement by Mola dated 07/01/2022, Daylight and Sunlight Report by Jonathan Nash LLB dated 24 January 2022,

Site: 1,1A,1B,2,2A,2B,2C Teighnmouth Parade Bideford Avenue Perivale Middlesex UB6 8BZ

Proposal: Construction of a four storey building, comprising nine flats with a ground floor commercial unit (Use Class E), associated cycle/refuse storage and amenity space, (Following demolition of existing shops and commercial premises)

The Council give notice that permission is **GRANTED** subject to the conditions and informatives presented on the attached pages.

Yours faithfully

DRAFT

Chief Planning Officer
Decision Date: - DRAFT

Reference No. 220337FUL

1 The development to which this permission relates shall be begun not later than the expiration of three years from the date of this permission.

Reason: To comply with Section 91 of the Town & Country Planning Act 1990.

2 The development hereby approved shall be carried out in accordance with the drawings and documents outlined above.

Reason: For the avoidance of doubt, and in the interests of proper planning

3 Notwithstanding any information submitted with this application, details of the materials to be used for the external surfaces of the development shall be submitted to and approved in writing by the Local Planning Authority before any part of the development hereby approved is commenced. The details shall be fully implemented as approved.

Reason: To ensure that the materials harmonise with the surroundings in accordance with policies 7.4, 7.6 and 7B of the Ealing Development Management DPD (2012), policies 1.1 (h), 1.2 (g) and 2.10 of the Ealing Development (Core) Strategy (2012), and policy D4 of the London Plan (2021).

4 Details shall be submitted for the approval of the Local Planning Authority before any development is commenced (except site clearance and demolition), of an air quality assessment and appropriate fresh air ventilation measures to all habitable rooms, detailing air supply location. The ventilation system as approved shall be completed prior to occupation and shall be retained permanently thereafter.

Reason: To safeguard the amenity of future residents and ensure appropriate air quality standards, in accordance with policies D6 and SI 1 of the London Plan (2021), policies 1.1(e) and 1.1(j) of Ealing's Development (Core) Strategy (2012) and Ealing Supplementary Planning Guidance 3 'Air Quality and Pollution'.

5 Prior to the commencement of the development, except for demolition and ground works, details shall be submitted to and approved by the Local Planning Authority, for the installation in the dwellings of a filtered fresh air ventilation system capable of mitigating elevated concentrations of nitrogen oxides and particulate matter in the external air. The details to be submitted shall include the arrangements for continuously maintaining the operational efficiency of the system. The ventilation system as approved shall be completed prior to occupation and shall be retained permanently thereafter.

Reason: To safeguard the amenity of future residents and ensure appropriate air quality standards, in accordance with policies D6 and SI 1 of the London Plan

(2021), policies 1.1(e) and 1.1(j) of Ealing's Development (Core) Strategy (2012) and Ealing Supplementary Planning Guidance 3 'Air Quality and Pollution'.

6 Prior to the first use of the balconies hereby approved, the privacy screens identified on the approved drawings listed under condition 2 shall be installed. The privacy screens shall be retained for the lifetime of the development.

Reason: To protect the living conditions of neighbouring properties in accordance with policies D3 and D6 of the London Plan (2021), policies policy 7.4 and 7D of the Ealing Development Management DPD (2013) and policies 1.1 and 1.2 of the Ealing Core Strategy (2012).

7 Delivery and Servicing Plan including Refuse And Recycling Collection

A delivery and servicing plan shall be submitted to and approved in writing by the Local Planning Authority, prior to first occupation of any part of the development hereby approved. The plan shall cover the following:

- o Vehicle tracking - Swept paths drawings for a refuse lorry vehicle, 10 metre rigid vehicle and a fire appliance vehicle;

- o Deliveries and collections (both commercial and residential); including how deliveries will be scheduled to avoid several lorries arriving at the site simultaneously;

- o Servicing trips (including maintenance); and measures to reduce the number of freight trips to the site (freight consolidation);

- o Details for the management and receipt of deliveries for the residential properties.

- o Cleaning and waste removal; including arrangements for refuse collection;

- o Monitoring and review of operations.

- o The DSP should also include a Refuse and Recycling Management Plan for collection. This will detail the collection points for bins, drag distances for bins and when bins will be set out for collection and returned to the stores.

The delivery and servicing plan shall be implemented on first occupation of any part of the development hereby approved and the site shall be managed in accordance with the approved plan for the life of the development, or as otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of highway safety and the amenities of future and neighbouring occupiers in accordance with policies, T4, T5, T6, SI18 and D14 of the London Plan (2021) and 7A of the Ealing DPD (2013) and the NPPF (2021).

8 Demolition Method Statement and Construction Management Plan

Prior to commencement of the development including demolition and site clearance, a demolition method statement/construction management plan shall be submitted to the Council for approval in writing. Details shall include control measures for:-

- noise and vibration (according to Approved CoP BS 5228-1 and - 2:2009+A1:2014),
 - dust (according to Supplementary Planning Guidance by the GLA (2014) for The Control of Dust and Emissions during Construction and Demolition),
 - lighting ('Guidance Note 01/20 For The Reduction Of Obtrusive Light' by the Institution of Lighting Professionals),
 - delivery locations,
 - hours of work and all associated activities audible beyond the site boundary restricted to 0600 -1800hrs Mondays to Fridays and 0800 -1300 Saturdays (except no work on public holidays),
 - neighbour liaison, notifications to interested parties and
- public display of contact details including accessible phone numbers for persons responsible for the site works for the duration of the works.

Reason: To ensure that the amenity of occupiers of surrounding premises is not adversely affected by noise, vibration, dust, lighting or other emissions from the site, in accordance with Policy 7A of the Ealing Development Management Development Plan Document (2013), Policy D14 of the London Plan (2021), the National Planning Policy Framework (2021)

9 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 safeguard adjoining occupiers of the development against unacceptable noise, disturbance and emissions, policies 1.1(j) of the Ealing Development (Core) Strategy (2012), Local Variation policy 3.5 and policy 7A of Ealing's Development Management DPD (2013) and policy S11 of the London Plan(2021); and National Planning Policy Framework (2021).

10 Thames Water

No piling shall take place until a PILING METHOD STATEMENT (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure.

11 Transport/commercial/industrial/cultural noise sources

Prior to commencement of the development, a noise assessment shall be submitted to the Council for approval in writing, of external noise levels from transport and industrial/ commercial/ cultural sources outside any Covid19 restrictions or holiday periods, having regard to the assessment standards of the Council's SPG10. Details shall include the sound insulation of the building envelope including glazing specifications (laboratory tested including frames, seals and any integral ventilators, approved in accordance with BS EN ISO 10140 2:2010) and of acoustically attenuated mechanical ventilation and cooling as necessary (with air intake from the cleanest aspect of the building and details of self-noise) to achieve internal noise limits specified in SPG10. Best practicable mitigation measures shall also be implemented, as necessary, in external amenity spaces to achieve criteria of BS8233:2014. The approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: In the interests of the living conditions of the future occupiers of the site in accordance with policies 1.1 and 1.2 of the Ealing Development (Core) Strategy (2012), policies 7A & 7B of the Ealing Development Management Development Plan Document (2013), policy D14 of The London Plan (2021), Ealing SPG10 and the National Planning Policy Framework (2021)

12 External noise from machinery/equipment/extract/ventilation ducting/mechanical installations

The individual and combined external sound level emitted from plant, machinery or equipment at the development site shall be lower than the lowest existing background sound level by at least 10dBA, as measured at/ calculated to the nearest and most affected noise sensitive premises at the development site and at surrounding premises. The assessment shall be made in accordance with BS4142:2014, with all machinery operating together at maximum capacity.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from mechanical installations/ equipment, in accordance with Policies ... 1.1(j) of the Ealing Core Strategy (2012), policy 7A of the Ealing Development Management Development Plan Document (2013), policies and D14 of the London Plan (2021), the National Planning Policy Framework (2021) and Interim guidance SPG 10 'Noise and Vibration'

13 Anti- vibration mounts and silencing of machinery etc.

Prior to use, machinery, plant or equipment/ extraction/ ventilation system and ducting at the development shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration isolated from the casing and adequately silenced and maintained as such.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from mechanical installations/ equipment, in accordance with policies 1.1(j) of the Ealing Core

Strategy (2012), policy 7A of the Ealing Development Management Development Plan Document (2013), policies and D14 of the London Plan (2021), the National Planning Policy Framework (2021) and Interim guidance SPG 10 'Noise and Vibration'

14 Separation of noise sensitive rooms in neighbouring flats

Prior to commencement of the development, details shall be submitted to the Council for approval in writing, of an enhanced sound insulation value of at least 5dB above the maximum Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/uses in adjoining dwellings/areas, namely, kitchen/living/dining/bathroom above/below/adjoining bedroom of separate dwelling. The assessment and mitigation measures shall have regard to standards of the Council's SPG10 and noise limits specified in BS8233:2014. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with policies 7A & 7B of the Ealing Development Management Development Plan Document (2013), policies 1.1 and 1.2 of the Ealing Development (Core) Strategy (2012), policies D6 and D14 of the London Plan (2021), the National Planning Policy Framework (2021) and Ealing SPG10.

15 Separation of commercial and communal uses and facilities from dwellings

Prior to commencement of the development, details shall be submitted to the Council for approval in writing, of enhanced sound insulation of at least 10/15dB, as necessary, above the Building Regulations value for residential use of the floor/ceiling/walls separating the commercial/communal areas and mechanical installations from dwellings. Where noise emissions include characteristic features, the Noise Rating level shall not exceed NR20 Leq 5mins (octaves) inside habitable rooms. Details of mitigation measures shall include the installation method, materials of separating structures and the resulting sound insulation value and internal sound/rating level. The assessment and mitigation measures shall be based on standards and noise limits of the Council's SPG10 and BS8233:2014. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with policies 7A & 7B of the Ealing Development Management Development Plan Document (2013), policies 1.1 and 1.2 of the Ealing Development (Core) Strategy (2012), policies D6 and D14 of the London Plan (2021), the National Planning Policy Framework (2021) and Ealing SPG10.

16 Lifts

Prior to commencement of the development, details shall be submitted to the Council for approval in writing, of enhanced sound insulation of lifts and lift shafts, in accordance with noise limits specified in Table 5 BS8233:2014. Where noise

emissions include characteristic features, the Noise Rating level shall not exceed NR20 Leq 5mins inside a habitable room. Details shall include mitigation measures and the resulting sound insulation value and internal sound/rating level. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with policies 7A & 7B of the Ealing Development Management Development Plan Document (2013), policies 1.1 and 1.2 of the Ealing Development (Core) Strategy (2012), policies D6 and D14 of the London Plan (2021), the National Planning Policy Framework (2021) and Ealing SPG10.

17 Ultra-low Nox boiler

The dwellinghouse shall be equipped with an Ultra Low NOx boiler with maximum NOx Emissions of under 0.030 g/kWh prior to occupation. The works shall be completed prior to occupation and thereafter permanently retained.

Reason: In the interest of addressing climate change and to secure sustainable development, in accordance with policies 1.1 & 1.2 of the Ealing Core Strategy (2012), policy 5.2 of the Ealing Development Management Development Plan Document (2013), policy SI2 of the London Plan (2021), and the National Planning Policy Framework (2021).

DRAFT

Reference No. 220337FUL

The following items are also brought to the applicant's attention:

INFORMATIVES:

- 1 The decision to grant planning permission has been taken having regard to National Policy, the London Plan, local policies and to all relevant material considerations including Supplementary Planning Guidance:

The National Planning Policy Framework (2021)

The London Plan (2021):

- Policy D1 London's form, character and capacity for growth
- Policy D3 Optimising site capacity through the design-led approach
- Policy D4 Delivering good design
- Policy D6 Housing quality and standards
- Policy D14 Noise
- Policy H1 Increasing housing supply
- Policy HC1 Heritage
- Policy H9 Ensuring the best use of stock
- Policy SI 8 Waste capacity and net waste self-sufficiency
- Policy S4 Play and informal recreation
- Policy T5 Cycling
- Policy T6 Car Parking
- Policy T6.1 Residential parking

Adopted Development (Core) Strategy (2012)

- 1.1 Spatial Vision for Ealing
- 1.2 Delivery of the Vision for Ealing 2026
- 2.1 Realising the potential of the Uxbridge Road / Crossrail Corridor (a) (c)
- 2.10 Residential Neighbourhoods
- 3.8 Residential Neighbourhoods
- 6.4 Planning Obligations and legal agreements

Ealing Development Management Development Plan Document (2013)

- Policy 3.4: Optimising housing potential
- Policy 3.5: Quality and design of housing development
- Policy 6.13 - Parking
- Policy 7.3 Designing out crime
- Policy 7.4 - Local Character
- Policy 7A - Amenity
- Policy 7B - Design amenity
- Policy 7C - Heritage
- Policy 7D - Open Space

Other Material Documentation:

- Ealing Housing Design Guidance (2022)
- Interim SPG 4 Refuse and Recycling Facilities

Interim SPG 10 Noise and Vibration

The scheme complied with policy and guidance. The Local Planning Authority delivered the decision proactively in accordance with requirements of the National Planning Policy Framework. To assist applicants in a positive manner, the Local Planning Authority has produced policies and written guidance, and offers and encourages a comprehensive pre-application advice service, all of which is available on the Council's website and outlined in a 24 hours automated telephone system.

2 The developer/applicant is hereby advised to remove all site notices on or near the site that were displayed in pursuant to the application.

3 Waste Comments

The proposed development is located within 15 metres of a strategic sewer. Thames Water requests the following condition to be added to any planning permission. "No piling shall take place until a PILING METHOD STATEMENT (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement." Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure. Please read our guide 'working near our assets' to ensure your workings will be in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 9am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

Thames Water would advise that with regard to WASTE WATER NETWORK and SEWAGE TREATMENT WORKS infrastructure capacity, we would not have any objection to the above planning application, based on the information provided.

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. <https://developers.thameswater.co.uk/Developing-a-large-site/Apply-and-pay-for-services/Wastewater-services>.

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. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>.

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 via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

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.

4 Permitted hours for building work

Construction and demolition works and associated activities at the development including deliveries, collections and staff arrivals audible beyond the boundary of the site should not be carried out other than between the hours of 0800 - 1800hrs Mondays to Fridays and 0800 - 1300hrs on Saturdays and at no other times, including Sundays and Public/Bank Holidays.

Notification to neighbours of demolition/ building works

At least 21 days prior to the commencement of any site works, all occupiers surrounding the site should be notified in writing of the nature and duration of works to be undertaken. The name and contact details of persons responsible for the site works should be signposted at the site and made available for enquiries and complaints for the entire duration of the works. Updates of work should be provided regularly to affected neighbours. Any complaints should be properly addressed as quickly as possible.

Dust

Best Practicable Means (BPM) should be used in controlling dust emissions, in accordance with the Supplementary Planning Guidance by the GLA (2014) for The Control of Dust and Emissions during Construction and Demolition.

Dark smoke and nuisance

No waste materials should be burnt on site of the development hereby approved.

Noise and Vibration from demolition, construction, piling, concrete crushing, drilling, excavating, etc.

Best Practicable Means (BPM) should be used during construction and demolition works, including low vibration methods and silenced equipment and machinery, control and monitoring measures of noise, vibration, delivery locations, restriction of hours of work and all associated activities audible beyond the site boundary, in accordance with the Approved Codes of Practice of BS 5228-1 and -2:2009+A1:2014 Codes of practice for noise and vibration control on construction and open sites.

DRAFT

Reference No. 220337FUL

Notes

If you are not the applicant, please make sure that these notes are drawn to his/her attention.

Please note that this decision DOES NOT imply any consent, which may be required under the **Building Regulations** or under any enactment or provision other than Section 57 of the **Town and Country Planning Act 1990**. Nor does it override any private rights which any person may have relating to the land affected by this decision, including the provisions of the **Party Wall etc. Act 1996**.

Rights of Applicants Aggrieved by Decisions of the Local Planning Authority

1. Appeals to the Secretary of State

If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development, or to grant permission subject to conditions, you may appeal to the Secretary of State for the Environment, Transport and the Regions, under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision, then you must do so within **six months of the date of this notice**.

Appeals must be made using a form which you can get from the Planning Inspectorate using a form which can be downloaded from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at <https://www.gov.uk/appeal-planning-inspectorate>.

The Secretary of State can allow a longer period for the giving of a 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 its decision on a direction given by him.

2. Purchase Notices

If either the Local Planning Authority or the Secretary of State for the Environment, Transport and the Regions refuse permission to develop land, or grants it subject to conditions, whether by the local planning authority or the Secretary of State, the owner may claim that he can neither put the land to reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the London Borough of Ealing. 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.

3. Compensation

In certain circumstances, compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. These circumstances are set out in Section 114 of the Town and Country Planning Act 1990.

DATED 17 August 2022

A G R E E M E N T

between

**THE COUNCIL OF
THE LONDON BOROUGH OF EALING**

- and -

MAHMOOD EBRAHIMI

Under Section 106 of the
Town and Country Planning Act 1990
and other Statutes
relating to land at
1, 2 and 2C Teignmouth Parade Greenford

Director of Legal and Democratic Services
London Borough of Ealing
Perceval House
Uxbridge Road
London W5 2HL
Ref: LEGAL/AFL/684197

THIS DEED is made the 17th day of August 2022

BETWEEN

(1) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** ("Council") of
Town Hall Ealing London W5 2BY

and

(2) **MAHMOOD EBRAHIMI** ("Developer") of 190 North End Road London W14
9NX

RECITALS

- (1) The Council is the local planning authority for the area within which the Property is situated for the purposes of s106 of the Planning Act and by whom the obligations in this Deed are enforceable
- (2) The Developer is the freehold owner of the Property and is registered at HM Land Registry under title no. AGL222551 as the proprietor of the Property with title absolute
- (3) The Application has been submitted to the Council and the parties hereto have agreed to enter into this Deed in order to facilitate and enable the acceptable development of the Property
- (4) On 1 July 2022 the Council resolved to grant planning permission for the development of the Property in accordance with the Application subject to the prior completion of this Deed

NOW THIS DEED WITNESSES and IT IS HEREBY AGREED as follows:

DEFINITIONS

1. In this Deed (including the Recitals and Schedules) the following expressions shall unless the context otherwise requires have the meaning ascribed to them below:

"Application" means the planning application given the Council's reference 220337FUL and received by the Council on 8 February 2022 for the development of the Property in the manner described in the application

"Blue Badge Holders" means any persons qualifying for disabled parking permits under the Disabled Persons (Badges for Motor Vehicles) (England) (Amendment no.2) Regulations 2007 (or such relevant regulations as may supersede them)

"Car Club" means a pay-as-you-drive car club offering members access to a vehicle without ownership and which is designed to reduce the levels of car ownership by occupiers of the Development and by residents in the vicinity of the Development

"Chief Planning Officer" means the Chief Planning Officer for the time being of the Council or such other person authorised by the Council to carry out that function

"Commencement of Development", "Commence Development" and the like means the carrying out of a material operation at the Property in accordance with Section 56 of the Planning Act SAVE FOR demolition site clearance excavations and the erection of temporary fences and hoardings and temporary buildings moveable structures works plant or machinery and storage areas required temporarily in

connection with and for the duration of operations in on over or under the Property and temporary access to the same

"CPZ" means a Controlled Parking Zone in the vicinity of the Property being a parking scheme established and operated by the Council in which on-street parking in a particular area is restricted to only those vehicles with parking permits issued by the Council for that scheme

"Development" means the development of the Property pursuant to the Planning Permission

"Highways Agreement" means an agreement made under section 278 of the Highways Act A 1980 which may include the following terms or such other terms agreed between the Developer and the Council

- (a) The Developer shall submit a detailed design, methodology and programme for the delivery of the Highways Works for approval by the Council
- (b) The Developer shall design, construct and complete the Highway Works in accordance with the details approved by the Council] and in accordance with the terms of the Highways Agreement.
- (c) Provision for the dedication or adoption or both of the Highway Works as publicly maintainable highway by the Council as may be necessary.
- (d) Provision of a bond or surety to secure the completion of the Highway Works to the satisfaction of the Council

"Highway Works" means works to be specified in the Highways Agreement which shall include but not be limited to the provision of a layby at the front of the Development

“Indexed” means increased (if applicable) in accordance with the formula whereby the payment is multiplied by the fraction A divided by B (except where A is less than B) where B represents the value of the Retail Prices Index as at the date of this Deed and A represents the value of the same index as at the date the payment is made to the Council

“Low Car Housing Scheme” means a development in which Occupiers of the development affected are not entitled to parking permits allowing them or their visitors to park their vehicles within the CPZ in which the Development is located

“Occupy” (and “Occupation”, “Occupier”, “Occupied” and the like) means first occupation for any purpose permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or sales purposes or occupation in relation to security operations

“Necessary Highway Consents” means any by-law approvals, and other consents, licences, permissions and orders required from any competent authority, statutory undertaker or person for the carrying out of the Highway Works.

“Payment” means the sum of £23,061

“Planning Act” means the Town and Country Planning Act 1990 (as amended)

“Planning Permission” means the planning consent to be granted for the Application in the form of the draft annexed to Schedule 3 (Council reference no. 220337FUL) and for the avoidance of doubt the phrase “Planning Permission” shall for the purposes of

this Deed include any varied or different planning permission granted on an application under Section 73 of the Planning Act relating to the Planning Permission

"Practical Completion" means completion of the Highway Works that enable the Highway Works to be used for the purpose for which they were designed save for any minor defects and "Practically Complete" shall be construed accordingly

"Property" means the land against which this deed may be enforced being all that property known as 1, 2 and 2C Teignmouth Parade Greenford for the purposes of identification only shown edged bold black on Plan 1 attached to this deed

"Section 106 Monitoring Officer" means the person for the time being appointed to monitor obligations under s106 of the Planning Act or such other person authorised by the Council to carry out that function

CONSTRUCTION OF THIS DEED

2. References to any party in this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successor to its statutory functions

3. Words importing the singular shall be construed as importing the plural and vice versa

4. Words importing one gender shall be construed as importing any other gender and words denoting natural persons shall include companies corporations and firms and all such words shall be construed interchangeable in that manner
5. References in this Deed to any statute includes any amendment modification extension consolidation or re-enactment of it for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that statute or deriving validity from it
6. Covenants made hereunder if made by more than one person are made jointly and severally
7. Where in this Deed any obligation of a party is required to be performed within a specified time limit that obligation shall be deemed to continue after that time limit if the party fails to comply with the obligation within the time limit but without prejudice to any remedy of the enforcing party
8. The headings in this Deed are for reference only and shall not affect construction

LEGAL BASIS

9. This Deed is made pursuant to Section 106 of the Planning Act Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers and enactments which may be relevant to the purpose of giving validity to this Deed or for facilitating the enforcement of the obligations contained in it with intent to bind the Developer and the Mortgagee
10. Any covenants restrictions or requirements in this Deed falling within the provisions of Section 106 of the Planning Act shall be deemed to be expressed to be planning obligations to which that said Section shall apply

CONDITIONALITY

11. Save for the provisions of clause 13 herein which shall take effect immediately the obligations in this Deed are (unless otherwise specified) conditional upon:

11.1 the grant of Planning Permission and

11.2 Commencement of Development

THE DEVELOPER'S COVENANTS

12. The Developer agrees undertakes and covenants with the Council as set out in the First Schedule

13. The Developer shall pay to the Council on execution of this Deed the reasonable legal and other professional costs of the Council incurred in the negotiation preparation and execution of this Deed

THE COUNCIL'S COVENANTS

14.1 The Council covenants with the Developer as set out in the Second Schedule

14.2 The Council covenants with the Developer that the Payment shall not be spent otherwise than as set out in the Second Schedule and if any part of the Payment has not been spent or committed for expenditure by the Council at the expiration of 5 years from the date the whole of the Payment was paid then the Council covenants to repay the unspent or uncommitted balance of the Payment (including interest accrued) to the party who paid the Payment within 20 working days of receipt of a written request for refund from that party

INDEXATION

15. Any sum referred to in the First Schedule shall be Indexed

16. The enforceability of this Deed shall not be affected by any passage of time or any delay by or neglect or forbearance of the Council in enforcing the provisions of this Deed or any extension of time or other indulgence shown by the Council

17. The obligations contained in this Deed are intended to run with the Property and each and every part thereof and to bind the owners and occupiers thereof from time to time and this Deed shall accordingly be registrable as a local land charge by the Council
18. No parties to this Deed (save for the Council) shall be deemed to be or act as agent or contractor for the Council in the carrying out of any of the works required by this Deed and no responsibility liability claim demand cost or expense whatsoever claimed in respect of anything done or not done by any of the parties to this Deed (save for any failure of the Council to observe and perform its covenants under this Deed) shall lie against the Council in respect thereof
19. Any notices consents agreements approvals expressions of satisfaction or certificates required herein shall be given in writing and shall not be unreasonably withheld or delayed and if given on behalf of the Council shall be under the hand of the Chief Executive of the Council or other authorised officer of the Council and shall be properly served if sent in the case of the Council by first class recorded delivery post addressed to the Borough Planner quoting references 220337FUL & Legal/AFL/684197 at Perceval House 14-16 Uxbridge Road London W5 2HL or such other officer as may be notified in writing from time to time by the Council to the other parties to this Deed and in the case of the other parties to their respective addresses as set out above or to their registered or principal office or to the address notified by the parties hereto
20. Words in this Deed denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction
21. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

22. Nothing in this Deed shall be construed so as to fetter any of the Council's powers duties and obligations in its capacity as highway authority and/or local planning authority and the Council's rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
23. If there is any conflict between the terms of this Deed and any condition on the Planning Permission the latter shall take precedence
24. Save where otherwise specifically expressed within this Deed any costs monies calculation or assessment to be calculated or made in consequence of this Deed shall be as conclusively determined by the Council acting reasonably whose decision (save for manifest error) shall be final and binding on all parties
25. No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 (the "1999 Act") and all third party rights as may be implied by law or deemed to be enforceable by the 1999 Act are hereby excluded to the fullest extent permitted by law SAVE THAT FOR THE AVOIDANCE OF DOUBT the exclusion of the 1999 Act shall not prevent any successors in title to any of the parties to this Deed from being able to benefit or enforce any of the provisions of this Deed as provided for by s106 of the Planning Act
26. This Deed shall cease to have effect (insofar only as it has not already been complied with) if prior to Commencement of Development the Planning Permission shall expire or be quashed or revoked and any part of the Payment paid by the Developer shall be repaid to the Developer within 20 working days of receiving request for repayment.

27. Save where otherwise expressly stated all covenants given under this Deed shall be complied with entirely at the expense of the party giving the covenant

CHANGE IN OWNERSHIP

28. No party shall be bound by any obligations contained in this Deed after they have parted with the entirety of their legal interest in the Property but without prejudice to liability for any breach or liability existing or arising prior to parting with such interest and PROVIDED ALWAYS that this clause shall be of no effect whatsoever in the event of any breach by the party in question of paragraph 13 of the First Schedule
29. The Developer shall give the Council immediate notice of any change in ownership of any of its interests in the Property 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 applicable) together with details of the area of the Property or unit of occupation transferred and with reference to a plan and Land Registry title number (if applicable)
30. This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of a planning application pursuant to section 73 of the Planning Act as if this Deed had been completed pursuant to such an application

DISPUTE PROVISIONS

31. In the event that there shall be any dispute between the parties to this Deed in respect of any matter arising under the terms of this Deed and which dispute the parties are unable to resolve any of the parties may refer the matter to an Expert for determination SAVE THAT in no case shall any point be referred to the Expert which is a point that is in or relates to any matter in the Planning Permission itself (where the Council's determination shall be final)

- 31.1 The Expert shall be a person with knowledge and expertise in the subject matter of the dispute and in the event that the parties cannot agree the identity of the person to be appointed as Expert pursuant to this clause within fifteen (15) working days of one party's notification to the other party of that party's decision to refer the matter to an Expert either party may seek nomination of an Expert by the President for the time being of the appropriate professional body (whose nomination shall be binding on the parties)
- 31.2 The costs of the Expert shall be in the award of the Expert
- 31.3 The Expert shall (save with the agreement of both parties) be restricted to settling disputes
- 31.4 The decision of the Expert (other than in the case of manifest error shall be binding on the parties
- 31.5 The provisions of this clause 31 do not apply in the case of any dispute or difference arising in connection with any matter covered by this Deed to the extent that the same is a dispute or difference as to a matter of law or which concerns the interpretation of this Deed

JURISDICTION

32. This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales

EXECUTED AS A DEED but not delivered until the day and year first above written

THE FIRST SCHEDULE

COVENANTS BY THE DEVELOPER

1. To make the Payment to the Council and not to Commence the Development until the Payment has been so made

Car Parking Restrictions

2. For such period of time as a CPZ shall operate within the area local to the Development
 - a. the Development shall be a Low Car Housing Scheme and
 - b. no Occupier of the Development (save for any Blue Badge Holders) shall be entitled to any permit as may be issued by the Council which would allow any such Occupier (or person having any connection whatsoever or relationship with any such Occupier whether contractual personal or otherwise) to park any vehicle within the CPZ
3. The Developer shall not occupy or cause or permit or suffer to be occupied the Development or any part thereof (save for the purpose of constructing the same) unless and until the Developer has informed all intended occupiers of the Development by formal notice in writing:
 - a. that the Development is a Low Car Housing Scheme and
 - b. that (save for any Blue Badge Holders) intended occupiers of the Development (or any person having any connection whatsoever or relationship with any such occupier whether contractual personal or otherwise and who is resident at the Development) shall not be

entitled to any permits from the Council which would allow them to park any motor vehicle within the CPZ

4. The Developer will forthwith confirm in writing to the Council that he has made formal notification in accordance with sub-paragraphs 2a and 2b above
5. The Developer for itself and its successors in title (other than Blue Badge Holders) hereby waives all rights and entitlement (if any) on the part of the Developer to a parking permit in the CPZ and covenants not to lease or transfer the whole or any part of the Property unless he has included a restrictive covenant in any such lease or transfer which provides that the tenant or owner of the whole or any part of the Property covenants not to apply to the Council for a resident's parking permit for the CPZ
6. To notify the Chief Planning Officer and the s106 Monitoring Officer of the Council in writing quoting planning ref no. 220337FUL of the full postal address of each residential unit which has been created at the Property pursuant to the Planning Permission immediately such address has been established with Royal Mail

Car Club Obligations

7. The Developer shall prior to first Occupation of the Development notify the Council of the identity of the car club operator which will operate in relation to the Development and shall submit to the Council a copy of such parts of the contract between itself and the Car Club operator as are necessary to show that a contract has been entered into
8. The Developer shall ensure that once provided the Car Club is not managed and operated other than by an accredited Car Club operator and the Developer

THE SECOND SCHEDULE
COVENANTS BY THE COUNCIL

The Payment shall be applied in the following manner

£10,000	towards the assessment of parking restrictions in the vicinity of the development
£8600	towards improvements to local parks
£1003	towards local allotment spaces
£2558	towards local play space provision
£900	towards local air quality improvement measures

THE THIRD SCHEDULE
THE PLANNING PERMISSION

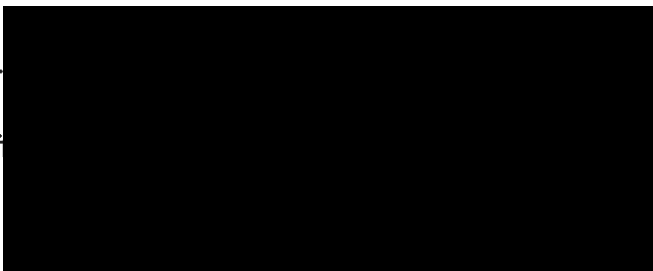
As draft planning permission reference 220337FUL attached

EXECUTED AS A DEED by the Council)

by causing its common seal to be affixed hereunto)

in the presence of.

The Authorised Of



LBE SEAL BOOK
No 444/2022

shall use ensure that Car Club membership is funded for Occupiers of the Development for three years following first Occupation

Highway Obligations

9. Prior to the Occupation of any part of the Development the Owner shall carry out and Practically Complete the Highway Works at its own expense in accordance with the terms of the Planning Permission, the Highways Agreement and the Necessary Highway Consents.

General Obligations

10. To give to the Section 106 Monitoring Officer of the Council quoting reference 220337FUL no less than ten working days prior notice of the Commencement of Development so as to enable the Council to monitor effectively the performance of the Developer's obligations under this Deed
11. In carrying out the terms and conditions of this Deed to comply with all applicable statutory enactments and regulations as may from time to time be in force
12. To advise the Council of any assignment of its interests and responsibilities under this Deed

SIGNED AS A DEED BY

)

MAHMOOD EBRAHIMI in the presence of

)

Witness

Address/Occupation

NOTICE OF PLANNING DECISION

Miss Emily Penkett
Plainview Planning Ltd
The Malt House
Cowley
Cheltenham
GL53 9NJ

Ealing Council
Perceval House
14-16 Uxbridge Road
London
W5 2HL

Your Ref:	Our Ref:	Direct line:	Date:
Units 1, 2, 2c Teighnmouth Pa...	220337FUL	020 8825 6600	DRAFT

Dear Sir/Madam

Your application has been considered in accordance with the provisions of the Town and Country Planning Act 1990 (as amended) and its Orders:

Application Received: 08.02.2022

Drawings/Schedules References:

PL00 rev C, PL01 rev A, PL02, PL03, PL04, PL05, PL06, PL07 rev C, PL08 rev B, PL09 rev A, PL10 rev A, PL11 rev A, PL012 rev A, PL13 rev B, PL14 rev B, PL15 rev A, PL16 rev B, PL17 rev A, PL18 rev A, PL19 rev A, Noise Assessment - NOVA Acoustics Ltd - 6443AE - V2 - BS8233 dated 01/06/2022, Transport Assessment by TPA dated January 2022, Design and Access Statement dated May 2022, Heritage Statement by Mola dated 07/01/2022, Daylight and Sunlight Report by Jonathan Nash LLB dated 24 January 2022,

Site: 1,1A,1B,2,2A,2B,2C Teignmouth Parade Bideford Avenue Perivale Middlesex UB6 8BZ

Proposal: Construction of a four storey building, comprising nine flats with a ground floor commercial unit (Use Class E), associated cycle/refuse storage and amenity space, (Following demolition of existing shops and commercial premises)

The Council give notice that permission is **GRANTED** subject to the conditions and informatives presented on the attached pages.

Yours faithfully

DRAFT

Chief Planning Officer
Decision Date: - DRAFT

Reference No. 220337FUL

1 The development to which this permission relates shall be begun not later than the expiration of three years from the date of this permission.

Reason: To comply with Section 91 of the Town & Country Planning Act 1990.

2 The development hereby approved shall be carried out in accordance with the drawings and documents outlined above.

Reason: For the avoidance of doubt, and in the interests of proper planning.

3 Notwithstanding any information submitted with this application, details of the materials to be used for the external surfaces of the development shall be submitted to and approved in writing by the Local Planning Authority before any part of the development hereby approved is commenced. The details shall be fully implemented as approved.

Reason: To ensure that the materials harmonise with the surroundings in accordance with policies 7.4, 7.6 and 7B of the Ealing Development Management DPD (2013), policies 1.1 (h), 1.2 (g) and 2.10 of the Ealing Development (Core) Strategy (2012), and policy D4 of the London Plan (2021).

4 Details shall be submitted for the approval of the Local Planning Authority before any development is commenced (except site clearance and demolition), of an air quality assessment and appropriate fresh air ventilation measures to all habitable rooms, detailing air supply location. The ventilation system as approved shall be completed prior to occupation and shall be retained permanently thereafter.

Reason: To safeguard the amenity of future residents and ensure appropriate air quality standards, in accordance with policies D6 and SI 1 of the London Plan (2021), policies 1.1(e) and 1.1(j) of Ealing's Development (Core) Strategy (2012) and Ealing Supplementary Planning Guidance 3 'Air Quality and Pollution'.

5 Prior to the commencement of the development, except for demolition and ground works, details shall be submitted to and approved by the Local Planning Authority, for the installation in the dwellings of a filtered fresh air ventilation system capable of mitigating elevated concentrations of nitrogen oxides and particulate matter in the external air. The details to be submitted shall include the arrangements for continuously maintaining the operational efficiency of the system. The ventilation system as approved shall be completed prior to occupation and shall be retained permanently thereafter.

Reason: To safeguard the amenity of future residents and ensure appropriate air quality standards, in accordance with policies D6 and SI 1 of the London Plan

(2021), policies 1.1(e) and 1.1(j) of Ealing's Development (Core) Strategy (2012) and Ealing Supplementary Planning Guidance 3 'Air Quality and Pollution'.

6 Prior to the first use of the balconies hereby approved, the privacy screens identified on the approved drawings listed under condition 2 shall be installed. The privacy screens shall be retained for the lifetime of the development.

Reason: To protect the living conditions of neighbouring properties in accordance with policies D3 and D6 of the London Plan (2021), policies policy 7.4 and 7B of the Ealing Development Management DPD (2013) and policies 1.1 and 1.2 of the Ealing Core Strategy (2012).

7 Delivery and Servicing Plan including Refuse And Recycling Collection

A delivery and servicing plan shall be submitted to and approved in writing by the Local Planning Authority, prior to first occupation of any part of the development hereby approved. The plan shall cover the following:

- o Vehicle tracking - Swept paths drawings for a refuse lorry vehicle, 10-metre rigid vehicle and a fire appliance vehicle;

- o Deliveries and collections (both commercial and residential); including how deliveries will be scheduled to avoid several lorries arriving at the site simultaneously;

- o Servicing trips (including maintenance); and measures to reduce the number of freight trips to the site (freight consolidation);

- o Details for the management and receipt of deliveries for the residential properties.

- o Cleaning and waste removal; including arrangements for refuse collection;

- o Monitoring and review of operations.

- o The DSP should also include a Refuse and Recycling Management Plan for collection. This will detail the collection points for bins, drag distances for bins and when bins will be set out for collection and returned to the stores.

The delivery and servicing plan shall be implemented on first occupation of any part of the development hereby approved and the site shall be managed in accordance with the approved plan for the life of the development, or as otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of highway safety and the amenities of future and neighbouring occupiers in accordance with policies, T4, T5, T6, S118 and D14 of the London Plan (2021) and 7A of the Ealing DPD (2013) and the NPPF (2021).

8 Demolition Method Statement and Construction Management Plan

Prior to commencement of the development including demolition and site clearance, a demolition method statement/construction management plan shall be submitted to the Council for approval in writing. Details shall include control measures for:-

- noise and vibration (according to Approved CoP BS 5228-1 and - 2:2009+A1:2014),
 - dust (according to Supplementary Planning Guidance by the GLA (2014) for The Control of Dust and Emissions during Construction and Demolition),
 - lighting ('Guidance Note 01/20 For The Reduction Of Obtrusive Light' by the Institution of Lighting Professionals),
 - delivery locations,
 - hours of work and all associated activities audible beyond the site boundary restricted to 0800-1800hrs Mondays to Fridays and 0800 -1300 Saturdays (except no work on public holidays),
 - neighbour liaison, notifications to interested parties and
- public display of contact details including accessible phone numbers for persons responsible for the site works for the duration of the works.

Reason: To ensure that the amenity of occupiers of surrounding premises is not adversely affected by noise, vibration, dust, lighting or other emissions from the site, in accordance with Policy 7A of the Ealing Development Management Development Plan Document (2013), Policy D14 of the London Plan (2021), the National Planning Policy Framework (2021)

9 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 safeguard adjoining occupiers of the development against unacceptable noise, disturbance and emissions, policies 1.1(j) of the Ealing Development (Core) Strategy (2012), Local Variation policy 3.5 and policy 7A of Ealing's Development Management DPD (2013) and policy SI1 of the London Plan(2021); and National Planning Policy Framework (2021).

10 Thames Water

No piling shall take place until a PILING METHOD STATEMENT (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure.

11 Transport/commercial/industrial/cultural noise sources

Prior to commencement of the development, a noise assessment shall be submitted to the Council for approval in writing, of external noise levels from transport and industrial/ commercial/ cultural sources outside any Covid19 restrictions or holiday periods, having regard to the assessment standards of the Council's SPG10. Details shall include the sound insulation of the building envelope including glazing specifications (laboratory tested including frames, seals and any integral ventilators, approved in accordance with BS EN ISO 10140-2:2010) and of acoustically attenuated mechanical ventilation and cooling as necessary (with air intake from the cleanest aspect of the building and details of self-noise) to achieve internal noise limits specified in SPG10. Best practicable mitigation measures shall also be implemented, as necessary, in external amenity spaces to achieve criteria of BS8233:2014. The approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: In the interests of the living conditions of the future occupiers of the site in accordance with policies 1.1 and 1.2 of the Ealing Development (Core) Strategy (2012), policies 7A & 7B of the Ealing Development Management Development Plan Document (2013), policy D14 of The London Plan (2021), Ealing SPG10 and the National Planning Policy Framework (2021)

12 External noise from machinery/equipment/extract/ventilation ducting/mechanical installations

The individual and combined external sound level emitted from plant, machinery or equipment at the development site shall be lower than the lowest existing background sound level by at least 10dBA, as measured at/ calculated to the nearest and most affected noise sensitive premises at the development site and at surrounding premises. The assessment shall be made in accordance with BS4142:2014, with all machinery operating together at maximum capacity.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from mechanical installations/ equipment, in accordance with Policies ... 1.1(j) of the Ealing Core Strategy (2012), policy 7A of the Ealing Development Management Development Plan Document (2013), policies and D14 of the London Plan (2021), the National Planning Policy Framework (2021) and Interim guidance SPG 10 'Noise and Vibration'

13 Anti- vibration mounts and silencing of machinery etc.

Prior to use, machinery, plant or equipment/ extraction/ ventilation system and ducting at the development shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration isolated from the casing and adequately silenced and maintained as such.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from mechanical installations/ equipment, in accordance with policies 1.1(j) of the Ealing Core

Strategy (2012), policy 7A of the Ealing Development Management Development Plan Document (2013), policies and D14 of the London Plan (2021), the National Planning Policy Framework (2021) and Interim guidance SPG 10 'Noise and Vibration'

14 Separation of noise sensitive rooms in neighbouring flats

Prior to commencement of the development, details shall be submitted to the Council for approval in writing, of an enhanced sound insulation value of at least 5dB above the maximum Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/uses in adjoining dwellings/areas, namely, kitchen/living/dining/bathroom above/below/adjoining bedroom of separate dwelling. The assessment and mitigation measures shall have regard to standards of the Council's SPG10 and noise limits specified in BS8233:2014. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with policies 7A & 7B of the Ealing Development Management Development Plan Document (2013), policies 1.1 and 1.2 of the Ealing Development (Core) Strategy (2012), policies D6 and D14 of the London Plan (2021), the National Planning Policy Framework (2021) and Ealing SPG10.

15 Separation of commercial and communal uses and facilities from dwellings

Prior to commencement of the development, details shall be submitted to the Council for approval in writing, of enhanced sound insulation of at least 10/15dB, as necessary, above the Building Regulations value for residential use of the floor/ceiling/walls separating the commercial/communal areas and mechanical installations from dwellings. Where noise emissions include characteristic features, the Noise Rating level shall not exceed NR20 Leq 5mins (octaves) inside habitable rooms. Details of mitigation measures shall include the installation method, materials of separating structures and the resulting sound insulation value and internal sound/rating level. The assessment and mitigation measures shall be based on standards and noise limits of the Council's SPG10 and BS8233:2014. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with policies 7A & 7B of the Ealing Development Management Development Plan Document (2013), policies 1.1 and 1.2 of the Ealing Development (Core) Strategy (2012), policies D6 and D14 of the London Plan (2021), the National Planning Policy Framework (2021) and Ealing SPG10.

16 Lifts

Prior to commencement of the development, details shall be submitted to the Council for approval in writing, of enhanced sound insulation of lifts and lift shafts, in accordance with noise limits specified in Table 5 BS8233:2014. Where noise

emissions include characteristic features, the Noise Rating level shall not exceed NR20 Leq 5mins inside a habitable room. Details shall include mitigation measures and the resulting sound insulation value and internal sound/rating level. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with policies 7A & 7B of the Ealing Development Management Development Plan Document (2013), policies 1.1 and 1.2 of the Ealing Development (Core) Strategy (2012), policies D6 and D14 of the London Plan (2021), the National Planning Policy Framework (2021) and Ealing SPG10.

17 Ultra-low Nox boiler

The dwellinghouse shall be equipped with an Ultra Low NOx boiler with maximum NOx Emissions of under 0.030 g/kWh prior to occupation. The works shall be completed prior to occupation and thereafter permanently retained.

Reason: In the interest of addressing climate change and to secure sustainable development, in accordance with policies 1.1 & 1.2 of the Ealing Core Strategy (2012), policy 5.2 of the Ealing Development Management Development Plan Document (2013), policy SI2 of the London Plan (2021), and the National Planning Policy Framework (2021).

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Interim SPG 10 Noise and Vibration

The scheme complied with policy and guidance. The Local Planning Authority delivered the decision proactively in accordance with requirements of the National Planning Policy Framework. To assist applicants in a positive manner, the Local Planning Authority has produced policies and written guidance, and offers and encourages a comprehensive pre-application advice service, all of which is available on the Council's website and outlined in a 24 hours automated telephone system.

2 The developer/applicant is hereby advised to remove all site notices on or near the site that were displayed in pursuant to the application.

3 Waste Comments

The proposed development is located within 15 metres of a strategic sewer. Thames Water requests the following condition to be added to any planning permission. "No piling shall take place until a PILING METHOD STATEMENT (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement." Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure. Please read our guide 'working near our assets' to ensure your workings will be in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures.<https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

Thames Water would advise that with regard to WASTE WATER NETWORK and SEWAGE TREATMENT WORKS infrastructure capacity, we would not have any objection to the above planning application, based on the information provided.

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. <https://developers.thameswater.co.uk/Developing-a-large-site/Apply-and-pay-for-services/Wastewater-services>.

Reference No. 220337FUL

The following items are also brought to the applicant's attention:

INFORMATIVES:

- 1 The decision to grant planning permission has been taken having regard to National Policy, the London Plan, local policies and to all relevant material considerations including Supplementary Planning Guidance:

The National Planning Policy Framework (2021)

The London Plan (2021):

Policy D1 London's form, character and capacity for growth
Policy D3 Optimising site capacity through the design-led approach
Policy D4 Delivering good design
Policy D6 Housing quality and standards
Policy D14 Noise
Policy H1 Increasing housing supply
Policy HC1 Heritage
Policy H9 Ensuring the best use of stock
Policy SI 8 Waste capacity and net waste self-sufficiency
Policy S4 Play and informal recreation
Policy T5 Cycling
Policy T6 Car Parking
Policy T6.1 Residential parking

Adopted Development (Core) Strategy (2012)

1.1 Spatial Vision for Ealing
1.2 Delivery of the Vision for Ealing 2026
2.1 Realising the potential of the Uxbridge Road / Crossrail Corridor (a) (c)
2.10 Residential Neighbourhoods
3.8 Residential Neighbourhoods
6.4 Planning Obligations and legal agreements

Ealing Development Management Development Plan Document (2013)

Policy 3.4: Optimising housing potential
Policy 3.5: Quality and design of housing development
Policy 6.13 - Parking
Policy 7.3 Designing out crime
Policy 7.4 - Local Character
Policy 7A - Amenity
Policy 7B - Design amenity
Policy 7C - Heritage
Policy 7D - Open Space

Other Material Documentation:

Ealing Housing Design Guidance (2022)
Interim SPG 4 Refuse and Recycling Facilities

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. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>.

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 via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

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.

4 Permitted hours for building work

Construction and demolition works and associated activities at the development including deliveries, collections and staff arrivals audible beyond the boundary of the site should not be carried out other than between the hours of 0800 - 1800hrs Mondays to Fridays and 0800 - 1300hrs on Saturdays and at no other times, including Sundays and Public/Bank Holidays.

Notification to neighbours of demolition/ building works

At least 21 days prior to the commencement of any site works, all occupiers surrounding the site should be notified in writing of the nature and duration of works to be undertaken. The name and contact details of persons responsible for the site works should be signposted at the site and made available for enquiries and complaints for the entire duration of the works. Updates of work should be provided regularly to affected neighbours. Any complaints should be properly addressed as quickly as possible.

Dust

Best Practicable Means (BPM) should be used in controlling dust emissions, in accordance with the Supplementary Planning Guidance by the GLA (2014) for The Control of Dust and Emissions during Construction and Demolition.

Dark smoke and nuisance

No waste materials should be burnt on site of the development hereby approved.

Noise and Vibration from demolition, construction, piling, concrete crushing, drilling, excavating, etc.

Best Practicable Means (BPM) should be used during construction and demolition works, including low vibration methods and silenced equipment and machinery, control and monitoring measures of noise, vibration, delivery locations, restriction of hours of work and all associated activities audible beyond the site boundary, in accordance with the Approved Codes of Practice of BS 5228-1 and -2:2009+A1:2014 Codes of practice for noise and vibration control on construction and open sites.

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Reference No. 220337FUL

Notes

If you are not the applicant, please make sure that these notes are drawn to his/her attention.

Please note that this decision DOES NOT imply any consent, which may be required under the **Building Regulations** or under any enactment or provision other than Section 57 of the **Town and Country Planning Act 1990**. Nor does it override any private rights which any person may have relating to the land affected by this decision, including the provisions of the **Party Wall etc. Act 1996**.

Rights of Applicants Aggrieved by Decisions of the Local Planning Authority

1. Appeals to the Secretary of State

If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development, or to grant permission subject to conditions, you may appeal to the Secretary of State for the Environment, Transport and the Regions, under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision, then you must do so within **six months of the date of this notice**.

Appeals must be made using a form which you can get from the Planning Inspectorate using a form which can be downloaded from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at <https://www.gov.uk/appeal-planning-inspectorate>.

The Secretary of State can allow a longer period for the giving of a 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 its decision on a direction given by him.

2. Purchase Notices

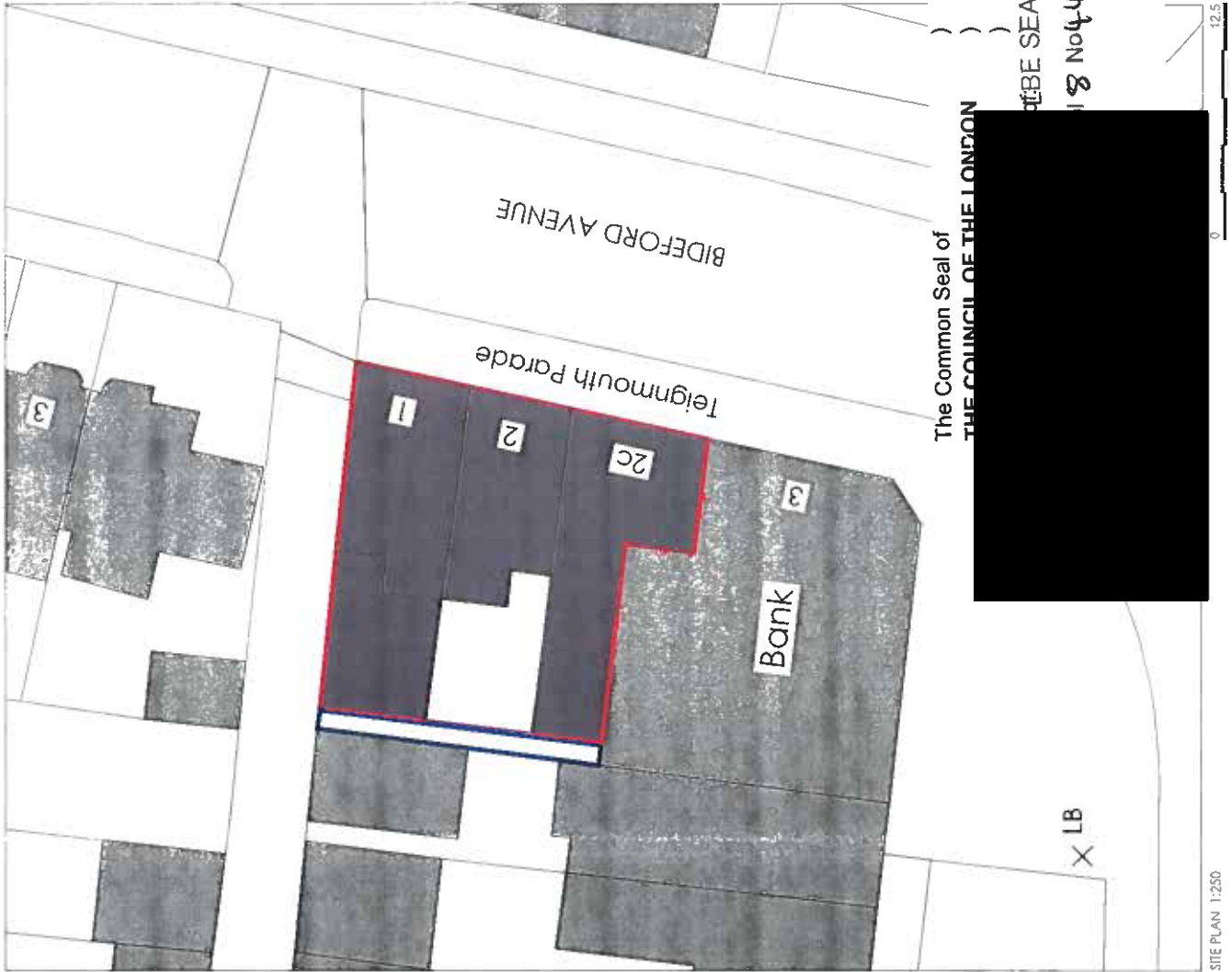
If either the Local Planning Authority or the Secretary of State for the Environment, Transport and the Regions refuse permission to develop land, or grants it subject to conditions, whether by the local planning authority or the Secretary of State, the owner may claim that he can neither put the land to reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the London Borough of Ealing. 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.

3. Compensation

In certain circumstances, compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. These circumstances are set out in Section 114 of the Town and Country Planning Act 1990.



— SITE BOUNDARY
— SHARED ACCESS



GENERAL NOTES

THE INFORMATION ON THIS PLAN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE CLIENT MAY NOT BE RESPONSIBLE FOR THE DESIGN OF THE CONSTRUCTION WORKS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY AND FOR COMPLYING WITH ALL APPLICABLE LEGISLATION AND REGULATIONS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY AND FOR COMPLYING WITH ALL APPLICABLE LEGISLATION AND REGULATIONS.

PLANNING



07 908 1101
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DRAWING 001
 LOCATION & SITE PLAN
 SITE PLAN

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 DRAWING NUMBER

PL01

The Common Seal of
THE COUNCIL OF THE LONDON

SITE SEAL BOOK
 18 Nov 44 / 2022

SITE PLAN 1:250

