

DATED 13th February 2023

STATEMENT OF INTENT BY

THE LONDON BOROUGH OF HILLINGDON

RELATING TO THE DEVELOPMENT OF LAND AT

HAREFIELD ACADEMY NORTHWOOD LANE

PLANNING APPLICATION NUMBER: 17709/APP/2022/1387

Planning & Environment Team

London Borough of Hillingdon

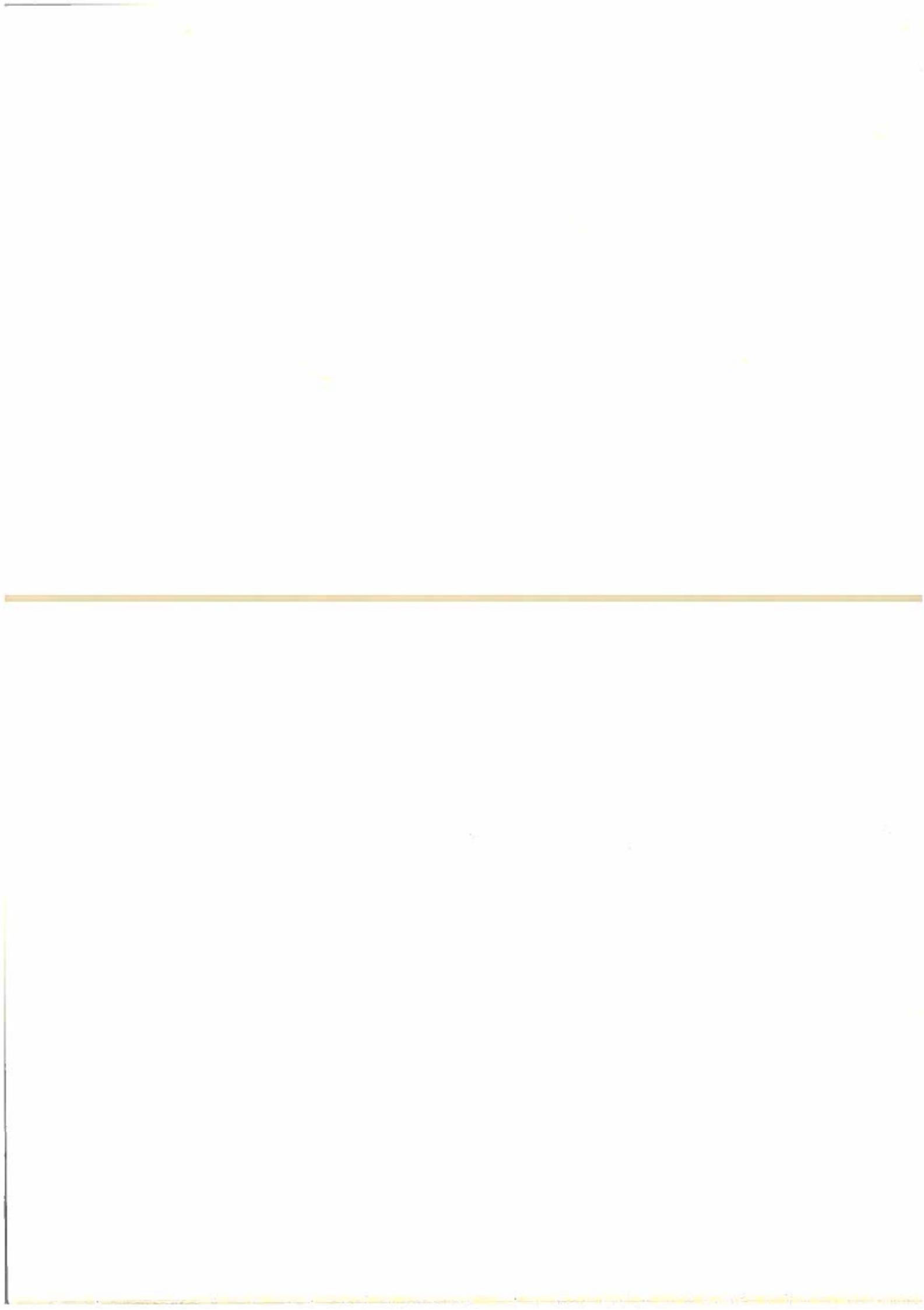
Civic Centre

High Street

Uxbridge

Middlesex

Ref: 3E/04/020497



THIS STATEMENT OF INTENT is dated

13th February

2023

and is made

BY:

THE LONDON BOROUGH OF HILLINGDON of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW acting in its capacity as land owner ("the Owner")

BACKGROUND

- A The Owner acting in its capacity as landowner has the freehold interest in the Site registered under part of title number MX300667 at the Land Registry.
- B Land coloured blue on the Plan is registered at the land registry under part of MX300667, MX254089, AGL196092 and AGL144312 and is not bound by this agreement.
- C On 10 December 2021 the Owner in its capacity as landowner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Council acting in its capacity as local planning authority resolved at its Majors Committee meeting on 26 July 2022 to delegate authority to determine the Planning Application to the Deputy Director of Planning and Regeneration subject to the prior completion of this Statement and the Required Section 106 Agreement.
- E The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the development of the Site ought to only be permitted subject to the terms of this Statement and for that purpose the Owner is willing to provide this Statement.
- F Notwithstanding that this is a Statement and not a section 106 planning obligation under the Act the Council as Owner has agreed to ensure the terms of this Statement are complied with as if it were a section 106 planning obligation.

G Provisions in this Statement have been made to require the Council as the applicant, landowner, highway authority and housing authority to ensure a section 106 planning obligation will bind the Site if it deals with its current interest in the Site.

THIS AGREEMENT WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of the recitals and this Statement, the following expressions shall have the following meaning:

"Act"	means the Town and Country Planning Act 1990;
"Authority's Area"	means the administrative area of the Council;
"the Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Statement;
"Corporate Landlord"	means the Corporate Landlord or such person as the Council designates as undertaking this role;
"Interim Director of Planning and Regeneration"	means the Council's Interim Director of Planning and Regeneration or such person as the Council designates as undertaking this role;
"Development"	means the development authorised by the Planning Permission;
"Form PO1"	means the form in the substantial format set out in Appendix 1;
"Implementation"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Statement and for no other purpose) archaeological investigations, demolition,

	remediation, site clearance, site preparation or surveys and "Implement" shall be construed accordingly;
"Land"	means land on North West side of Northwood Road Harefield registered under part of title number MX300667, land North West of Northwood Road Harefield registered under part of title number MX254089, land at Northwood Road Uxbridge registered under part of title number AGL196092 and Harefield Academy Northwood Way Harefield Uxbridge registered under part of title number AGL144312 all shown coloured blue on the Plan;
"Monitoring Sum"	means the sum equivalent to five percent of the total contributions set out in the Required Section 106 Agreement such Monitoring Sum to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Statement;
"Occupation"	means occupation of the Site for the purposes permitted by the Planning Permission and "Occupy" and "Occupied" shall be construed accordingly;
"Owner"	means the London Borough of Hillingdon or any successor in title to the Site or any part of the Site;
"Plan"	means the plan attached to this Statement;
"Planning Application"	means the planning application for the change of use of former residential school (Use Class C2) to education facility (Use Class F.1), two storey extension to provide additional teaching space, construction of a Multi-Use Games Area, revised vehicular access, landscaping, car and cycle parking, and associated works permitted under planning application reference number 17709/APP/2022/1387;
"Planning Obligations Officer"	means the Council's Planning Obligations Officer or such person as the Council designates as undertaking this role;

"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Appendix Two;
"Required Section 106 Agreement"	means the draft Section 106 agreement at Appendix Three to be entered into by any person acquiring an interest in the Site from the Owner;
"Site"	means Part of the property known as Harefield Academy Northwood Way and shown for identification purposes only edged red on the Plan;
"Statement Reference"	means the planning application reference number 17709/APP/2022/1387;
"VAT"	means Value Added Tax

- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 References in this Statement to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Statement.
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Statement.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Statement.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.
- 1.7 References to any party to this Statement shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.

- 1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Statement from the Council as local planning authority that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 Without prejudice to the terms of any other provision contained in this Statement the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council acting as local planning authority for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Statement.

2. STATUTORY PROVISIONS

- 2.1 This Statement is made pursuant to Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and section 1 of the Localism Act 2011, to the intent that it will bind the Owner and require the Owner to ensure that upon the disposal or transfer of the Owner's interest it shall bind their successors in title to the Site subject to clause 1.9.

3. CONDITIONALITY

- 3.1 This Statement shall have immediate force and effect.

4. MISCELLANEOUS

- 4.1 Nothing contained or implied in this Statement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Statement.
- 4.2 If any provision in this Statement shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Statement.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations

or restrictions contained in this Statement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.

- 4.4 Nothing in this Statement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Statement, the covenants in this Statement shall be enforceable without any limit of time against the Owner and the Owner shall not be released from its obligations unless and until it disposes of its interest in the Site.
- 4.6 No party to this Statement nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Statement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Statement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to the Implementation of Development.
- 4.8 Nothing in this Statement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Statement.
- 4.9 In the event of the planning obligations contained in this Statement being modified a note or memorandum thereof shall be endorsed upon this Statement.

5. THE OWNER'S PLANNING OBLIGATIONS

- 5.1 The Owner agrees to undertake the following so as to bind the Site:

- 5.1.1 not to deal with, dispose of, surrender or disclaim any legal or equitable interest in the Site (whether existing or prospectively acquired from the date of this Deed) or assign any interest or create any new interest from the Site or mortgage without first procuring that any person acquiring an interest in the Site from the Owner (save for individual owner-occupiers or individual tenants of dwellings constructed pursuant to the Planning Permission) shall be legally bound to enter into a legal agreement under section 106 of the Act in the form of the Required Section 106 Agreement subject to such amendments as the local planning authority may require having regard to the extent of the obligations already performed or those which are ongoing before the time of or contemporaneous with the disposal of any interest in the Site by the Owner;
- 5.1.2 if the Owner (as of the date of this deed) decides to retain the Site in order to implement the Planning Permission itself (or part of), then the Owner will observe and perform the planning obligations of the Owner contained in the Required Section 106 Agreement as if the obligations set out in the Required Section 106 Agreement were operative and binding on the Site and the Owner;
- 5.1.3 compliance with the requirements of this clause 5 shall be at no cost to the Council in its capacity as local planning authority.

6. **COSTS**

- 6.1 The Owner hereby covenants with the Council that on execution of this Statement it will pay the local planning authority's reasonable costs incurred in the negotiation, preparation and execution of this Statement.
- 6.2 Prior to implementation of the Development the Owner will pay to the Council the Monitoring Sum. For the avoidance of doubt the Monitoring Sum shall be in addition to the costs referred to in sub-clause 6.1 above.

7 **REGISTRATION OF AGREEMENT**

- 7.1 Immediately after the execution of this Statement the Owner will use reasonable endeavours to make an application to the Land Registry for entries relating to this Statement to be made in the charges register of title number MX300667.
- 7.2 The covenants on behalf of the parties in this Statement to be observed and performed under this Deed shall be treated as a Local Land Charge and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

8. RIGHT OF ACCESS

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

9. ARBITRATION

- 9.1 All disputes, differences or questions arising out of this Statement or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to mediation by a single mediator to be determined by the Chief Executive as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.
- 9.2 The mediation shall take place at the Civic Centre building where there is no agreement reached within 21 days the matter shall be determined by a special committee of the local planning authority.

10. THIRD PARTIES

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

11. NOTICES

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

11.2 Any notice to be served under or in connection with this Statement shall be sent to the Deputy Director of Planning and Regeneration, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Statement Reference.

12. FORM PO1

12.1 Prior to Implementation of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Planning Obligations Officer, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW or by email to cil@hillingdon.gov.uk and shall cite the Statement Reference.

13. CHANGE IN OWNERSHIP

13.1 The Corporate Landlord shall provide the Deputy Director of Planning and Regeneration with at least 4 months written notification of any intended or proposed change in ownership of any of its interest in the Site (such notice to give details of the intended transferee's full name and registered office) together with the area of the Site or unit of occupation purchased or demised by reference to a plan and the Statement Reference.

13.2 The Owner's Corporate Landlord shall ensure the requirements of Clause 5 of this Statement have been complied with before or contemporaneously with any change in the legal interests affecting the Site.

14. INTEREST

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

15. VAT

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

16. JURISDICTION

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

Appendix One: Form PO1

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

FORM
PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION: _____

(i) NOTIFIED TO THE COUNCIL: _____

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

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

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

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

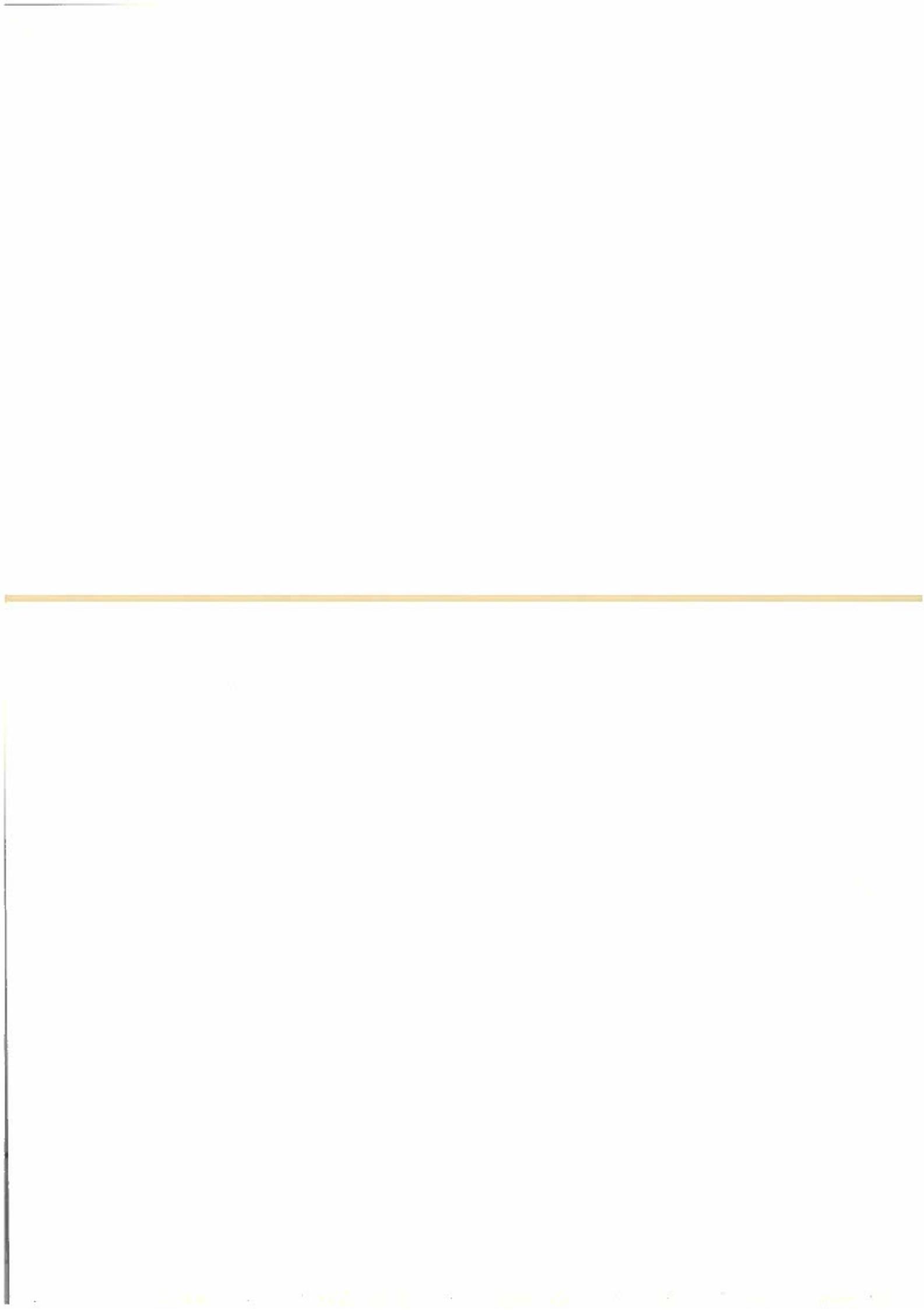
OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

Appendix Two: Draft Planning Permission



DRAFT

Billy Palmer
Bidwells LLP
Bidwells LLP
25 Old Burlington Street
London
Greater London
W1S 3AN

Application Ref: 17709/APP/2022/1387

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

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

Description of development:

Change of use of former residential school (Use Class C2) to education facility (Use Class F.1), two storey extension to provide additional teaching space, construction of a Multi-Use Games Area, revised vehicular access, landscaping, car and cycle parking, and associated works.

Location of development: Harefield Academy Northwood Way Harefield

Date of application: 6th May 2022

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

NOTES: This decision does not purport to convey any approval or consent which may be required under any by-laws, building regulations, or under any enactment other than the Town and Country Planning Act 1990.

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 17709/APP/2022/1387

SCHEDULE OF CONDITIONS

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

REASON

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

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

(GA) 001 Rev. E;
(GA) 005 Rev. F;
(GA) 100 Rev. E;
(GA) 110 Rev. E;
(GA) 120 Rev. E;
(GA) 400 Rev. B;
(GA) 410;
(GA) 130 Rev. E;
(GA) 300 Rev. B;
1468-HFD-HED-ZZ-XX-DR-L-1000 Rev. A03;
1468-HFD-HED-ZZ-XX-DR-L-1001 Rev. A01;
1468-HFD-HED-ZZ-XX-DR-L-1002 Rev. A01;
1468-HFD-HED-ZZ-XX-DR-L-1003 Rev. A03;
1468-HFD-HED-ZZ-XX-DR-L-1004 Rev. A03;
1468-HFD-HED-ZZ-XX-DR-L-1006;
1468-HFD-HED-ZZ-XX-DR-L-1007 Rev. A01;
1468-HFD-HED-ZZ-XX-DR-3000 Rev. A02;

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

REASON

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

- 3 The development hereby permitted shall not be carried out except in complete accordance with the specified supporting plans and/or documents:

Design & Access Statement Issue 02 (Dated 11th May 2022);
J10/13576A/10/1/F1 Air Quality Assessment (Dated 10th June 2022);
3249/007/001B Transport Assessment (Dated 12th May 2022);
3249/007/007 Transport Addendum (Dated 28th June 2022);
3249/007/007 Transport Response (Dated 29th July 2022);
3249/007/004A Delivery and Servicing Plan (Dated 12th May 2022);
3249/007/005 Construction Logistics Plan (Dated 6th May 2022);

2220958 Noise Impact Assessment (Dated 5th May 2022);
1468-HFD-HED-XX-XX-RP-L-0001 Rev. 02 Landscape Concept & Scheme Design (Dated 27th April 2022);
3249/007/003B School Travel Plan (Dated 12th May 2022);
TH 3298 B Arboricultural Impact Assessment Method Statement & Tree Protection Plan (Dated 12th August 2022);
Circular Economy Statement Rev. 02 (Dated August 2022);
Whole Life Carbon Assessment Rev. 02 (Dated August 2022);
21068-MHA-WS-XX-R-C-003 Rev. P3 Flood Risk and Drainage Strategy (Dated 26th July 2022);
4266 Water Use Note (Dated 18th August 2022);
Preliminary Ecological Appraisal (Dated May 2022);
Biodiversity Appraisal and Net Gain Strategy (Dated August 2022);
13879 Rev. 3 BB101 Thermal Analysis Report;
Energy Strategy (Dated 16th August 2022);
Fire Safety Statement for Planning (Submitted 23rd August 2022).

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

REASON

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

4 Prior to the commencement of works on site for the development, a Construction Management and Logistics Plan for the development shall be submitted to and approved in writing by the Local Planning Authority. This plan shall detail:

- (i) The phasing of the works;
- (ii) The hours of work (seek to minimise disruption during school hours);
- (iii) On-site plant and equipment;
- (iv) Measures to mitigate noise and vibration;
- (v) Measures to mitigate impact on air quality;
- (vi) Waste management;
- (vii) Site transportation and traffic management, including:
 - Routing;
 - Signage;
 - Vehicle types and sizes;
 - Hours of arrivals and departures of staff and deliveries (avoiding peaks times of day);
 - Frequency of visits;
 - Parking of site operative vehicles;
 - On-site loading/unloading arrangements; and
 - Use of an onsite banksman (if applicable).
- (viii) The arrangement for monitoring and responding to complaints relating to demolition and construction
- (ix) Crane Management Plan
- (x) Vehicle wheel washing.

This plan should accord with Transport for London's Construction Logistic Planning Guidance and the GLA's 'The Control of Dust and Emissions during Construction and Demolition' Supplementary Planning Guidance (July 2014) (or any successor document). It shall cover the entirety of the application site and any adjoining land which will be used during the construction period. It shall include the details of cranes and any other tall construction equipment (including the details of obstacle lighting).

The construction works shall be carried out in strict accordance with the approved plan.

REASON

To safeguard the amenity of surrounding areas and to ensure that the construction works include appropriate efficiency and sustainability measures so as not to compromise the safe and efficient operation of the local highway network and local air quality, in accordance with Policies DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020) and Policies D14, SI 1, T4 and T7 of the London Plan (March 2021).

5 Prior to the commencement of development above ground, details of all materials and external surfaces shall be submitted to and approved in writing by the Local Planning Authority. Details should include information relating to make, product/type, colour and photographs/images.

Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

REASON

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

6 Prior to the commencement of development above ground, the detailed design of the roof parapet, doors and windows shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

REASON

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

7 Prior to the commencement of the development (not including demolition and site clearance), a detailed surface water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall detail the specific measures to ensure it is in line with the principles of the approved drainage strategy (21068-MHA-WS-XX-R-C-003 Rev. P3 Flood Risk and Drainage Strategy (Dated 26th July 2022)). The detailed strategy shall demonstrate that attenuation provision has been maximised on site to further reduce run-off below 5 l/s towards the greenfield runoff rate. The details must demonstrate compliance with the London Plan sustainable drainage hierarchy and detail the use of measures within the fabric of the building (i.e. living roofs) and in the landscaping (i.e rain gardens) to meet the target run off rates. Recourse to drainage tanks should only be considered where more suitable alternatives (i.e. higher up the drainage hierarchy) are demonstrably unfeasible. The details must also demonstrate how water will be collected, stored and reused within the development. The development must proceed and be occupied in accordance with the approved scheme.

REASON

To ensure that surface water run off is controlled and to ensure the development does not increase flood risk, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 12 and SI 13 of the London Plan (2021), the National Planning Policy Framework (2021), and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

8 Prior to the commencement of development above ground, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include: -

1. Details of Hard Landscaping
- 1.a Refuse Storage
- 1.b Cycle Storage for 14 standard sheffield stands and four enlarged cycle parking bays (18 total);

1.c Means of enclosure/boundary treatments

1.d Car Parking Layouts, including demonstration that the following is provided:

- 39 car parking spaces (including 2 no. designated disabled bays, 2 no. enlarged bays, and 5 no. spaces served by active electric vehicle charging infrastructure); and
- 2 no. motorcycle parking spaces.

1.e Hard Surfacing Materials (including a designated safe pedestrian route for drop-off and collection by private car and taxi to the school entrance)

1.f External Lighting

1.g Other structures (such as play equipment and furniture)

1.h Wayfinding/Signage Strategy, including clear legible signage, visual contrast and sensory wayfinding

2. Living/Green Roofs

2.a Details of the inclusion of living walls and roofs, including:

- i) Method of construction;
- ii) Schedule of framework materials;
- iii) Schedule of the species to be planted, method of planting, height and spread at planting and growth projections;
- iv) An ongoing management and maintenance regime to include irrigation methods and an inspection programme to allow dead or dying plants to be identified and replaced.

3. . Schedule for Implementation of the following Soft landscape details as approved under plan references 1468-HFD-HED-ZZ-XX-DR-L-1000 Rev. A03 and 1468-HFDHED-ZZ-XX-DR-L-1002 Rev. A01.

4. Details of Landscape Maintenance

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

4.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.

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

REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with Policies DMHB 11, DMHB 12, DMHB 14, DMT 2, DMT 6 and DMEI 1 of the Hillingdon Local Plan: Part 2 (2020) and Policies G1, G5 and T6.1 of the London Plan (2021).

9 Prior to commencement of development above ground, a scheme for the enhancement of ecology shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall set out how the development will contribute positively to ecological value through the use of features and measures within the landscaping (i.e. nectar rich and diverse planting including living walls and/or roofs) and the fabric of the new built form (i.e. bat and bird boxes). The scheme shall demonstrate the minimum urban greening factor set out in the London Plan Policy G5. The scheme shall include a plan with the features annotated and the development must be built and operated in accordance with the approved scheme.

REASON

To ensure the development contributes positively to the ecological value of the area in accordance with Policy G5 and G6 of the London Plan (2021) and Policy DMEI 7 of the Hillingdon Local Plan: Part 2 (2020).

10 Prior to the commencement of development (other than demolition, site clearance and ground works), a Fire Statement for the relevant phase or plot, in the form of an independent fire strategy produced by a

third party suitably qualified assessor shall be submitted to and approved in writing by the Local Planning Authority. The statement should detail how the development proposal will function in terms of:

1. The building's construction: methods, products and materials used, including manufacturers' details;
2. The means of escape for all building users: stair cores, escape for building users who are disabled or require level access, and the associated evacuation strategy approach;
3. Features which reduce the risk to life: fire alarm systems, passive and active fire safety measures and associated management and maintenance plans;
4. Access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these;
5. How provision will be made within the site to enable fire appliances to gain access to buildings; and
6. Ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures.

The development shall be implemented in accordance with the approved Fire Statement and retained as such for the lifetime of the development.

REASON

In order to achieve the highest standards of fire safety and ensure the safety of all building users, in accordance with Policy D12 of the London Plan (2021).

11 Prior to commencement of relevant works, details of new floodlighting or other form of external lighting, including light spill diagrams (Lux levels) and maintenance thereafter, shall be submitted to the Local Planning Authority. Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

To safeguard the amenity of surrounding properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy EM8 of the Hillingdon Local Plan: Part 2 (2012).

12 Prior to the commencement of development above ground (excluding demolition and site clearance), full details of the low and zero carbon technology required to meet the CO2 reductions identified in the Energy Strategy (21/168 Rev. 05 Sustainability and Energy Report (Dated June 2022)) shall be submitted and approved in writing by the Local Planning Authority. The details shall include full specifications, locations of equipment and associated emissions.

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

REASON

To ensure the development contributes to a reduction in CO2 in accordance with Policy DMEI 2 of the Hillingdon Local Plan: Part 2 (2020) and Policy SI 2 of the London Plan (2021).

13 Prior to operation of the development, a Verification Report demonstrating that the approved drainage/SuDS measures have been fully implemented shall be submitted to and approved in writing by the Local Planning Authority. This report must include:
- As built drawings and CAD/shapefiles for GIS of all the elements sustainable drainage systems including level information (if appropriate);

- Photographs of the completed sustainable drainage systems throughout the construction process;
- Any relevant certificates from manufacturers/suppliers of any drainage features; and
- A confirmation statement of the above signed by a chartered engineer.

REASON

To ensure the sustainable management of water, minimise flood risk, minimise discharge of surface water outside of the curtilage of the property and ensure that the drainage system will remain functional throughout the lifetime of the development in accordance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012) and Policy DMEI 10 of the Hillingdon Local Plan: Part 2 (2020).

14 Prior to operation of the development, a post-construction monitoring report should be completed in line with the Greater London Authority's (GLA) Circular Economy Statement Guidance.

The post-construction monitoring report shall be submitted to the GLA, currently via email at: circulareconomystatements@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the Local Planning Authority, prior to operation of the development.

REASON

In the interests of sustainable waste management and in order to maximise the re-use of materials, in accordance with Policy SI 7 of the London Plan (2021).

15 Prior to the operation of the development the post-construction tab of the Greater London Authority's (GLA) Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance.

The post-construction assessment should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the Local Planning Authority, prior to operation of the development.

REASON

In the interests of sustainable development and to maximise on-site carbon dioxide savings, in accordance with Policy SI 2 of the London Plan (2021).

16 Prior to the operation of the development, a Parking Design and Management Plan should be submitted to detail how the car parking and cycle parking will be designed, managed and maintained, with reference to Transport for London guidance on parking management and parking design. It should also set out the methodology behind the allocation/control of parking places which can be supported by enforcement structures that encourage the correct use of parking places which assists in ensuring that parking demand and allocation is properly managed. It should also detail how demand for electric vehicle charging provision is monitored.

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

REASON

To ensure an unhindered and functional operation for all parking spaces and drop-off/pick-up areas within the site, in accordance with Policies T4 and T6 of the London Plan (2021) and Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020).

17 Prior to the operation of the development, details of a Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority.

This should be in accordance with Transport for London's Delivery and Servicing Plan Guidance. Thereafter the development shall be carried out and maintained in full accordance with the approved

details.

REASON

To ensure appropriate servicing of the site, to safeguard highway safety and to safeguard the free flow of traffic, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policies T3 and T7 of the London Plan (2021).

18 Prior to the operation of the development, details of the arrangements for drop-off and collection of students by private car and taxi shall be submitted to and approved in writing by the Local Planning Authority. This should include clarification to explain how a designated safe pedestrian route, which is the shortest possible distance, between the drop-off/collection point and the school entrance is being provided, and whether there will be any modification to these spaces to provide sheltered, accessible waiting spaces.

REASON

To ensure an unhindered and functional operation for all parking spaces and drop-off/pick-up areas within the site, in accordance with Policies T4 and T6 of the London Plan (2021) and Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020).

19 For the lifetime of the development hereby permitted the rating level of noise caused by plant, machinery or equipment, operating as required, shall be at least 5 dB below the minimum background noise level, or 40 dB(A), whichever is lower, measured 1 metre outside of any window of any dwelling, or similarly noise sensitive premises, determined in accordance with the procedures set out in British Standard BS4142:2014.

REASON

To safeguard the amenity of the occupants of the surrounding properties in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

20 The building(s) shall achieve 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). No building shall be occupied until accreditation has been achieved.

REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in excising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000 to ensure the development provides a safe and secure environment in accordance with Policy DMHB 15 of the Hillingdon Local Plan: Part 2 (2020) and Policy D11 of the London Plan (2021).

21 No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping purposes shall be clean and free of contamination. All imported soils shall be tested for chemical contamination, and the results of this testing shall be interpreted and submitted, in report form, for written approval by the Local Planning Authority.

REASON

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Part 2 (2020).

22 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 comply with the London's Low Emission Zone for non-road mobile machinery as per requirements of the London Environment Strategy, in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 1 of the London Plan (2021) and Paragraphs 174(e), 186 and 188 of the National Planning Policy Framework (2021).

23 Prior to any above ground works, details of a full Road Safety Audit of the new eastern access point shall be submitted to and approved in writing by the Local Planning Authority.

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

REASON

To ensure appropriate servicing of the site, to safeguard highway safety and to safeguard the free flow of traffic, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policies T3 and T7 of the London Plan (2021).

INFORMATIVES

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.
- 3 You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
- 4 This permission does not authorise the display of advertisements or signs, separate consent for which may be required under the Town and Country Planning (Control of Advertisements) Regulations 1992. For further information and advice, contact - Residents Services, 3N/04, Civic Centre, High Street, Uxbridge, UB8 1UW (Tel. 01895 250574).

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

Part 1 Policies

- PT1.EM2 (2012) Green Belt, Metropolitan Open Land and Green Chains
- PT1.BE1 (2012) Built Environment
- PT1.CI1 (2012) Community Infrastructure Provision
- PT1.CI2 (2012) Leisure and Recreation
- PT1.EM11 (2012) Sustainable Waste Management
- PT1.EM5 (2012) Sport and Leisure
- PT1.EM6 (2012) Flood Risk Management
- PT1.EM8 (2012) Land, Water, Air and Noise
- PT1.HE1 (2012) Heritage

Part 2 Policies

- DMEI 10 Water Management, Efficiency and Quality
- DMEI 1 Living Walls and Roofs and Onsite Vegetation
- DMHB 12 Streets and Public Realm
- LPP D12 (2021) Fire safety
- LPP D3 (2021) Optimising site capacity through the design-led approach
- LPP D4 (2021) Delivering good design
- LPP D8 (2021) Public realm
- DMEI 14 Air Quality
- DMEI 2 Reducing Carbon Emissions
- DMCI 1 Retention of Existing Community Sport and Education Facilities
- DMCI 1A Development of New Education Floorspace
- DMCI 2 New Community Infrastructure
- DMCI 7 Planning Obligations and Community Infrastructure Levy
- DMEI 12 Development of Land Affected by Contamination
- DMEI 4 Development on the Green Belt or Metropolitan Open Land
- DMEI 7 Biodiversity Protection and Enhancement
- LPP G1 (2021) Green infrastructure
- LPP G2 (2021) London's Green Belt

LPP G5 (2021) Urban greening

LPP G6 (2021) Biodiversity and access to nature

LPP G7 (2021) Trees and woodlands

LPP M1 (2021) Monitoring

LPP T1 (2021) Strategic approach to transport

LPP T2 (2021) Healthy Streets

LPP T5 (2021) Cycling

LPP T6 (2021) Car parking

LPP T6.5 (2021) Non-residential disabled persons parking

NPPF13 NPPF 2021 - Protecting Green Belt Land

DMEI 9 Management of Flood Risk

DMHB 1 Heritage Assets

DMHB 11 Design of New Development

DMHB 14 Trees and Landscaping

DMHB 15 Planning for Safer Places

DMHB 3 Locally Listed Buildings

DMHB 4 Conservation Areas

DMHB 7 Archaeological Priority Areas and archaeological Priority Zones

DMT 1 Managing Transport Impacts

DMT 2 Highways Impacts

DMT 6 Vehicle Parking

LPP D11 (2021) Safety, security and resilience to emergency

LPP D14 (2021) Noise

LPP D5 (2021) Inclusive design

LPP HC1 (2021) Heritage conservation and growth

LPP S3 (2021) Education and childcare facilities

LPP S5 (2021) Sports and recreation facilities

LPP SI1 (2021) Improving air quality

LPP SI7 (2021) Reducing waste and supporting the circular economy

LPP SI12 (2021) Flood risk management

LPP SI13 (2021) Sustainable drainage

LPP SI2 (2021) Minimising greenhouse gas emissions

LPP T4 (2021) Assessing and mitigating transport impacts

LPP T7 (2021) Deliveries, servicing and construction

NPPF11 NPPF 2021 - Making effective use of land

NPPF12 NPPF 2021 - Achieving well-designed places

NPPF15 NPPF 2021 - Conserving and enhancing the natural environment

NPPF16 NPPF 2021 - Conserving & enhancing the historic environment

NPPF2 NPPF 2021 - Achieving sustainable development

NPPF4 NPPF 2021 - Decision-Making

NPPF8 NPPF 2021 - Promoting healthy and safe communities

NPPF9 NPPF 2021 - Promoting sustainable transport

END OF SCHEDULE

Address:

Development Management
Directorate of Place
Hillingdon Council

3 North, Civic Centre, High Street, Uxbridge UB8 1UW

www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref: 17709/APP/2022/1387

SCHEDULE OF PLANS

(EX) 130 Rev. D - received 06 May 2022
(EX) 300 Rev. C - received 06 May 2022
(GA) 100 Rev. E - received 06 May 2022
(GA) 110 Rev. E - received 06 May 2022
(GA) 120 Rev. E - received 06 May 2022
(GA) 400 Rev. B - received 06 May 2022
(GA) 410 - received 06 May 2022
(GA) 130 Rev. E - received 06 May 2022
(GA) 300 Rev. B - received 06 May 2022
(DM) 005 Rev. B - received 06 May 2022
(GA) 002 - received 06 May 2022
CAHV-P500YB-HPB(-BS) - received 06 May 2022
Fire Safety Statement - received 06 May 2022
500 Rev. P02 - received 06 May 2022
501 Rev. P02 - received 06 May 2022
21068-MHA-WS-XX-R-C-003 Rev. P2 Flood Risk and Drainage Strategy (Dated 6th May 2022) - received 06 May 2022
(EX) 120 Rev. D - received 06 May 2022
2220958 Noise Impact Assessment (Dated 5th May 2022) - received 06 May 2022
(DM) 130 Rev. B - received 06 May 2022
(EX) 410 Rev. C - received 06 May 2022
(EX) 001 Rev. D - received 06 May 2022
(EX) 005 Rev. D - received 06 May 2022
(GA) 001 Rev. E - received 06 May 2022
(DM) 100 Rev. D - received 06 May 2022
(DM) 110 Rev. D - received 06 May 2022
(DM) 120 Rev. D - received 06 May 2022
(EX) 100 Rev. D - received 06 May 2022
(EX) 110 Rev. D - received 06 May 2022
(EX) 400 Rev. C - received 06 May 2022
Whole Life Carbon Assessment Issue 01 (Dated 27th June 2022) - received 28 Jun 2022

Circular Economy Statement Issue 01 (Dated 22nd June 2022) - received 28 Jun 2022

Circular Economy GLA Spreadsheet - received 28 Jun 2022

Whole Life Carbon Assessment GLA Spreadsheet - received 28 Jun 2022

3249/007/007 Transport Addendum (Dated 28th June 2022) - received 28 Jun 2022

1468-HFD-HED-ZZ-XX-DR-L-1001 Rev. A01 - received 06 May 2022

1468-HFD-HED-ZZ-XX-DR-L-1002 Rev. A01 - received 06 May 2022

21/168-E10 Rev. T2 - received 06 May 2022

1468-HFD-HED-XX-XX-RP-L-0001 Rev. 02 - received 06 May 2022

1468-HFD-HED-ZZ-XX-DR-L-1000 Rev. A02 - received 30 Jun 2022

1468-HFD-HED-ZZ-XX-DR-L-1003 Rev. A02 - received 30 Jun 2022

1468-HFD-HED-ZZ-XX-DR-L-1004 Rev. A02 - received 30 Jun 2022

1468-HFD-HED-ZZ-XX-DR-3000 Rev. A02 - received 30 Jun 2022

(GA) 005 Rev. F - received 30 Jun 2022

J10/13576A/10/1/F1 Air Quality Assessment (Dated 10th June 2022) - received 20 Jun 2022

3249/007/005 Construction Logistics Plan (Dated 6th May 2022) - received 13 May 2022

Design & Access Statement Issue 02 (Dated 11th May 2022) - received 13 May 2022

3249/007/004A Delivery and Servicing Plan (Dated 12th May 2022) - received 13 May 2022

Planning Statement (Dated May 2022) - received 13 May 2022

3249/007/003B School Travel Plan (Dated 12th May 2022) - received 13 May 2022

3249/007/001B Transport Assessment (Dated 12th May 2022) - received 13 May 2022

Preliminary Ecological Appraisal (Dated May 2022) - received 06 May 2022

Cover Letter (Dated 6th May 2022) - received 06 May 2022

21/168 Rev. 05 Sustainability and Energy Report (Dated June 2022) - received 29 Jun 2022

TH 3298 Arboricultural Impact Assessment Method Statement & Tree Protection Plan (Dated 18th March 2022) - received 16 May 2022

4266 Sport / Activity Submission (Dated 27th May 2022) - received 30 May 2022

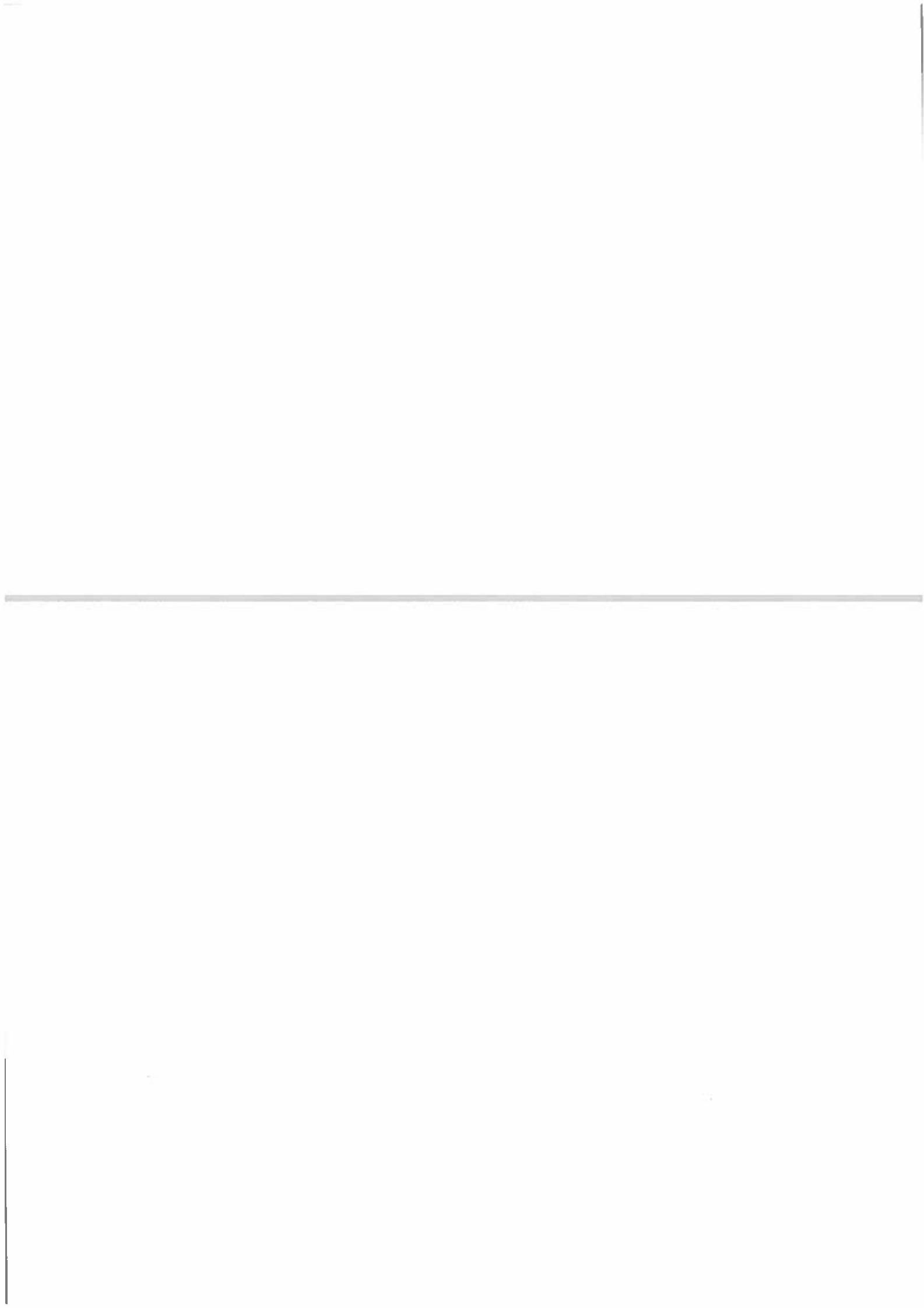
RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY
TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

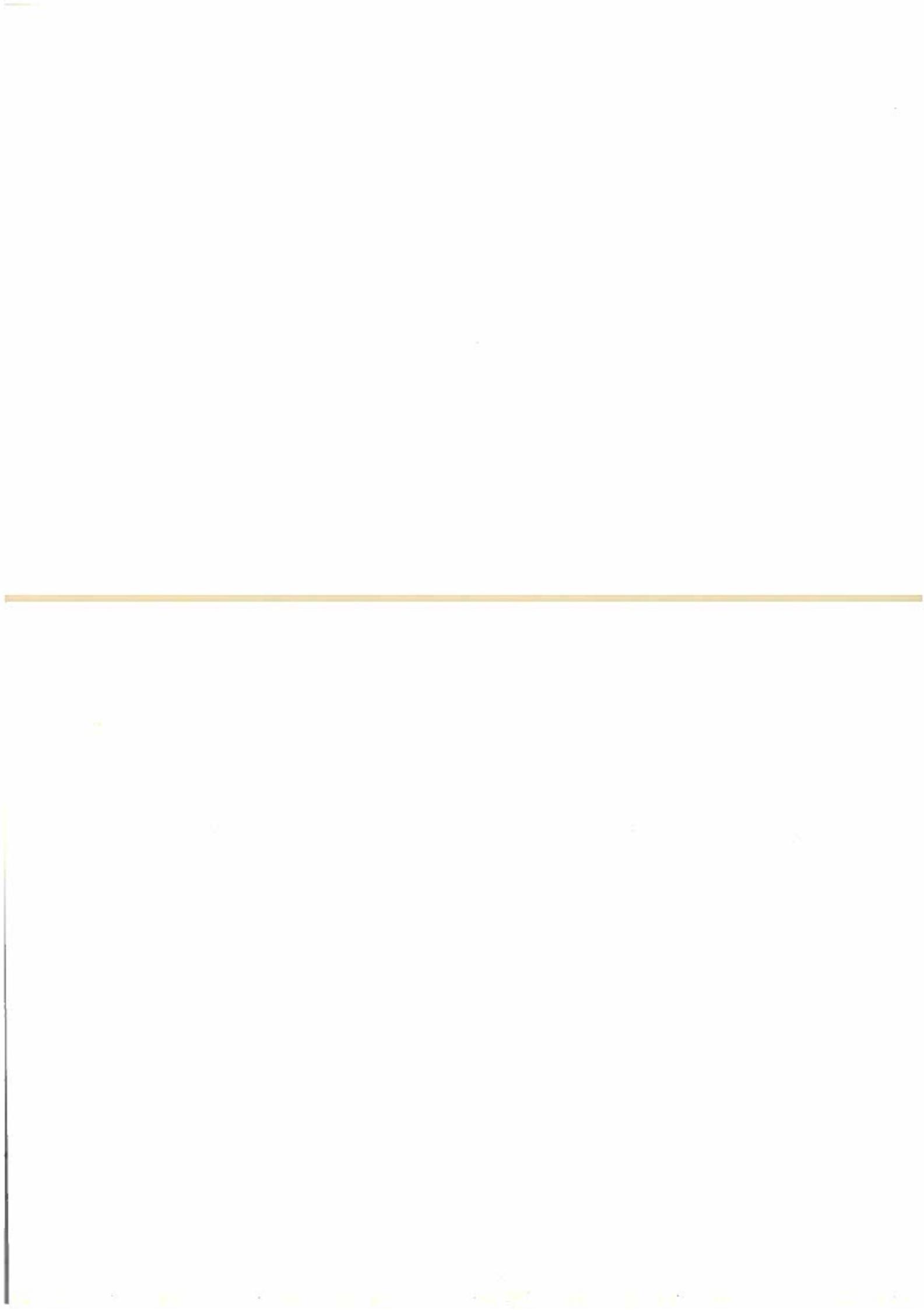
- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to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

Purchase Notices.

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



Appendix Three – Required Section 106 Agreement



DATED

2022

[]

and

[]

and

[]

and

THE LONDON BOROUGH OF HILLINGDON

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

RELATING TO THE DEVELOPMENT OF LAND AT

HAREFIELD ACADEMY NORTHWOOD WAY

PLANNING APPLICATION NUMBER:

17709/APP/2022/1387

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: 3E/04/

THIS PLANNING OBLIGATION BY DEED is dated

2022

and is made **BETWEEN**:

1. [] (company number:) a company incorporated in England and Wales whose registered office is situated at [] ("the Owner");

2. [] (company number:) whose registered office is situated at [] ("the Mortgagee"); and

3. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.

- B The Owner has a freehold interest in the Land registered under Title Nos. [] at the Land Registry.

- C On 6 May 2022, the Council submitted the Planning Application for permission to develop the Site for the purposes and in the manner described in the Planning Application.

- D The Owner intends to develop the Site pursuant to the Planning Permission.

- E The Council resolved at its Major Applications Planning Committee meeting on 26th July 2022 to delegate authority to determine the Planning Application to the Head of Planning, Transportation & Regeneration subject to the prior completion of this Agreement.

- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms

of this Agreement and for that purpose the parties are willing to enter into this Agreement.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

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

“1980 Act”	means the Highways Act 1980 (as amended);
“1990 Act”	means the Town and Country Planning Act 1990 (as amended);
“Auditor”	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of the Monitoring;
“Agreement”	Means this Agreement
“Authority's Area”	means the administrative area of the Council;
“Be Seen energy performance indicators”	means the energy performance indicators for greenhouse gas emissions, as per Policy SI 2 of the London Plan (2021).
“‘Be Seen’ Energy Monitoring”	means the annual monitoring of greenhouse gas emissions, as per Policy SI 2 of the London Plan (2021) in accordance with Schedule 5 .
“Building”	means any or all buildings individually or together on the Site pursuant to the planning permission
“Carbon Offset Contribution”	means the Index Linked sum of £25,650 (twenty five thousand, six hundred and fifty pounds) referred to in Schedule 1 as a

	<p>contribution to be used by the Council towards the provision of offsite carbon reduction measures within the Authority's Area;</p>
"Commencement of Development"	<p>means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations, <p>and Commence and Commenced shall be construed accordingly;</p>
"Travel Plan"	<p>means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Development other than by the driver only private car in accordance with Schedule 2;</p>
"Travel Plan Bond"	<p>means the bond in the sum of twenty thousand pounds (£20,000) to secure</p>

	compliance with Schedule 2 or the Travel Plan in order to meet the objectives of the Travel Plan in a form first approved by the Council in writing;
“Travel Plan Co-ordinator”	means the person or persons to be appointed by the Owner to act as co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan;
“Construction Training Contribution”	means the Index Linked sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Agreement and to be provided in accordance with Schedule 3 and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area;
“Construction Training Scheme”	means a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by the Owner to fund, arrange and/or provide construction training for workers and/or potential workers for the Development;
“Contributions”	means together the Carbon Offset Contribution, the Construction Training Contribution (if applicable),
“Co-ordinator Costs”	means a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or, in the event that the Construction Training Contribution is paid, means the sum calculated using the following formula as

	<p>prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development;</i></p>
"Defects Liability Period"	means such a period of time following Practical Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building;
"Deputy Director of Planning and Regeneration"	means the Council's Deputy Director of Planning and Regeneration or such person as the Council designates as undertaking this role;
"Development"	means the development of the Site pursuant to the Planning Permission;
"Form PO1"	means the form in the substantial format attached at Appendix 1 ;
"GLA"	means Greater London Authority;
"Highway Agreement"	means one or more highway agreements to be entered into by the Owner and the Council under Section 38 and/or Section

	278 of the Highways Act 1980 if appropriate and necessary;
“Highway Works”	means the highway works to be carried out by the Owner to include (but not limited to): a) The construction of a new vehicular access on Northwood Road. as set out in Schedule 4 of this Agreement;
“Index Linked”	means the application of the formula provided at clause 15 ;
‘Monitoring’	means a survey of employees/users, being persons making the journey to/from the Development, using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by such persons (or any alternative method of achieving that object approved in writing by the Council from time to time);
“Monitoring Period”	means the period of up to a maximum of five (5) years beginning on Occupation of the Development;
“Occupied”	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy and Occupier shall be construed accordingly;
“Plan”	means the plan attached to this Agreement at Appendix 2 ;
“Planning Application”	means the planning application for the change of use of former residential school

	(Use Class C2) to education facility (Use Class F.1), two storey extension to provide additional teaching space, construction of a Multi-Use Games Area, revised vehicular access, landscaping, car and cycle parking, and associated works permitted under the Council's reference number 17709/APP/2022/1387;
“Planning Obligations Officer”	means the Council's Planning Obligations Officer or such person as the Council designates as undertaking this role;
“Planning Permission”	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 ;
“Planning Reference”	means planning reference 17709/APP/2022/1387;
“Project Management and Monitoring Fee”	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
“Reportable Unit”	means a Reportable Unit (Energy Centre), or Reportable Unit (Non – Residential);
“Reportable Unit (Energy Centre)”	means either a connection to a third-party District Heating Network, or a self-contained Energy Centre serving multiple non-residential properties (within the Site);
“Reportable Unit (Non-Residential)”	means a Building within a single occupier/tenant or a Building with multiple tenants
“RPI”	means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the Council may determine;

“Significant Under-Performance”	means delivery of less than fifty percent (50%) of the total outputs specified in the Construction Training Scheme;
“Site”	means part of the property known as Harefield Academy Northwood Way and shown for identification purposes only edged red on the Plan;
“Specified Date”	means the date upon which an obligation arising under this Agreement is due to be performed;
“Substantial Implementation”	<p>means the occurrence of the following in respect of the Development:</p> <ul style="list-style-type: none"> (a) completion of all ground preparation works for the Development and all site-wide enabling works; (b) completion of the foundations for the core of the Development; (c) construction of the ground floor slab to the first floor of the Development; (d) letting of a contract for the construction of the Development; and (e) practical completion of the first floor of Development;
“Substantial Implementation Target Date”	means the date twenty four (24) months from but excluding the date of grant of the Planning Permission;
“Targets”	means for targets for achieving a decrease in the proportion of persons travelling to and from the Development by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated

	in the Travel Plan which shall be submitted to and approved by the Council for the Development;
“Training Costs”	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>“£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college”;</i>
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
“Working Day”	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Agreement:

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

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

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

2 LEGAL BASIS

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

3 CONDITIONALITY

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

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

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

4 MISCELLANEOUS

- 4.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

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

5 THE OWNER'S PLANNING OBLIGATIONS

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

6 COSTS

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

7 REGISTRATION OF AGREEMENT

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

8 RIGHT OF ACCESS

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

9. ARBITRATION

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

10. THIRD PARTIES

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

11. NOTICES

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

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

- a) Deputy Director of Planning and Regeneration, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
- b) The Owner at []

12. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Planning Obligations Officer, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW or by email to cil@hillingdon.gov.uk and shall cite the Planning Reference.

13. CHANGE IN OWNERSHIP

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

14. CONTRIBUTIONS

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

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

14.2 Where any sum is paid for a particular purpose in accordance with this Agreement the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.

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

15. INDEXATION

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

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Agreement;

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

16. INTEREST

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

17. VAT

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

18. JURISDICTION

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

19. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of its charge over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no

liability under this Agreement unless they take possession of the Land in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

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



SCHEDULE 1
CARBON OFFSET CONTRIBUTION

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

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

SCHEDULE 2

TRAVEL PLAN

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

- 1 Not to Occupy the Development until the Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
- 2 The Travel Plan shall include as a minimum:
 - 2.1 Company name, hours of operation and proposed number of occupiers;
 - 2.2 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
 - 2.3 The length of the monitoring period for the Travel Plan which shall not be less than the Monitoring Period;
 - 2.4 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Travel Plan;
 - 2.5 The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
 - 2.6 The Targets.
- 3 The Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Development.
- 4 To procure the funding and implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Travel Plan for the Monitoring Period.
- 5 The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Travel Plan Co-ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
- 6 The Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Travel Plan Co-ordinator and the Auditor.

- 7 In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.
- 8 Following approval of the Travel Plan for the Development the Travel Plan Co-ordinator shall monitor and review the Commercial Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
 - 8.1 within twenty eight (28) days of the Occupation of the Development to provide written details of the Travel Plan to all new occupiers of the Development;
 - 8.2 to use reasonable endeavours to ensure that employees/users of the Development comply with the Travel Plan;
 - 8.3 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an annual review of the Travel Plan and provide a written report within twenty eight (28) days of the review to the Council;
 - 8.4 to supply the Council with a statistical summary of the modes of transport used by employees/users disclosed by any Monitoring or copies of any questionnaires completed by employees/users; and
 - 8.5 to secure that the results of the Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.
- 9 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Travel Plan within twenty eight (28) days of such recommendation being made by the Council.
- 10 The Owner shall work with the Council's School Travel and Road Safety team on the Travel Plan and to use reasonable endeavours (evidenced in writing) to achieve Transport for London Travel Plan Accreditation.
- 11 Prior to Occupation of the Development the Owner shall enter into a Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Travel Plan.
- 12 The Council shall not be entitled to drawdown any of the Travel Plan Bond except in the event of a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Travel Plan, within the timetable specified in the Travel Plan or failure to achieve Targets and the Council shall only be entitled to drawdown any of the Travel Plan Bond as is necessary in order to cover the proper and reasonable cost the Council incurs in carrying out the said Travel Plan Monitoring or implementing measures to achieve compliance with

the aims of the Travel Plan, to include implementing measures to achieve Targets.

- 13 The Travel Plan Bond shall be released following the expiration of the Monitoring Period.



SCHEDULE 3

CONSTRUCTION TRAINING SCHEME

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

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

9. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Construction Training Contribution is paid to the Council.

Construction Training Contribution in lieu

10. The Construction Training Scheme will not be required and the obligations within paragraphs 2 – 9 (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development
11. Not to Occupy or cause to be Occupied any part of the Development before either:
 - 11.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with the approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
 - 11.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
 - 11.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 10 above.

SCHEDULE 4
HIGHWAY WORKS

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

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

SCHEDULE 5

'BE SEEN' ENERGY MONITORING

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

1. Not to Occupy or permit or cause to be Occupied any part of the Development until the updated accurate and verified 'as – built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit, have been approved in writing by the Council in accordance with paragraphs 1.1 to 1.3 of Schedule 5 of this Agreement.
 - 1.1 Details as to compliance with methodology as outlined in GLA 'Be Seen' energy monitoring guidance (or any document that may replace it)
 - 1.2 Data and supporting evidence to be submitted to the GLA using the 'Be Seen' as-built stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spqs/be-seen-energy-monitoring-guidance>).
 - 1.3 Confirmation suitable monitoring devices have been installed and maintained for monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of GLA 'Be Seen' energy monitoring guidance.
2. Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner is required to:
 - 2.1 Provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
 - 2.2 Ensure all data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spqs/be-seen-energy-monitoring-guidance>).
 - 2.3 Report on all relevant indicators included in the 'In-use stage' of GLA monitoring guidance for at least five years before obligations under this clause are satisfied.
3. In the event that the 'In-use stage' evidence submitted under Clause 2) shows that the 'As-built stage' performance estimates derived from Clause 1) have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform.
 - 3.1 An action plan comprising measures identified in Clause 2) shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation.
 - 3.2 The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.



APPENDIX 1
FORM PO1

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

FORM PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

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

TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"

UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE

"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS

SPECIFIED IN THE AGREEMENT

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY):

MAINTENANCE COSTS (COMMUTED SUM) _____

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

APPENDIX 2

PLAN



APPENDIX 3
DRAFT PLANNING PERMISSION



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

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

MEMBER OF

THE COUNCIL.....

AUTHORISED OFFICER.....

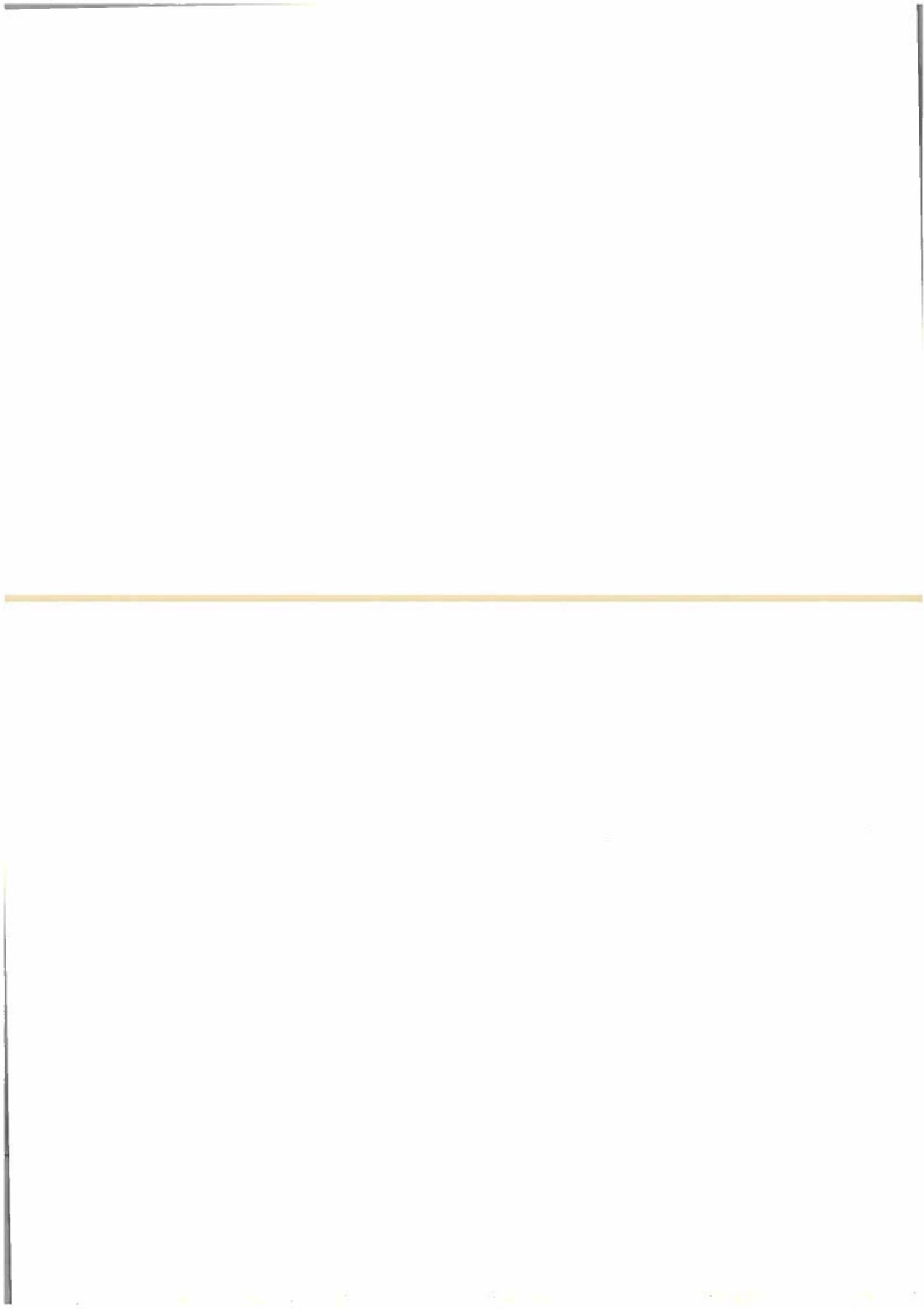
EXECUTED AS A DEED by

[] acting by:-

DIRECTOR.....

DIRECTOR/SECRETARY.....

Appendix Four – Plan

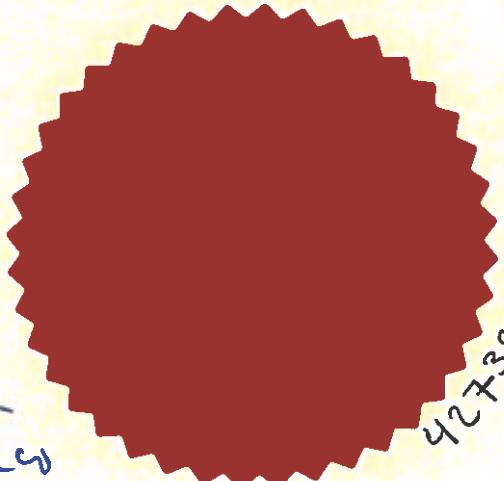
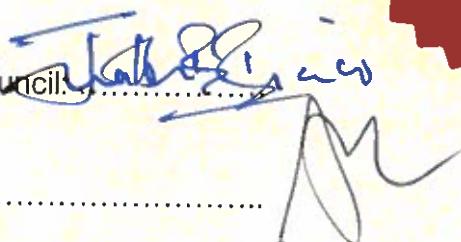


IN WITNESS of which this Statement
has been duly executed as a Deed
and has been delivered once dated.

THE COMMON SEAL of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF
HILLINGDON (acting as the local
planning authority)

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

Member of the Council:.....

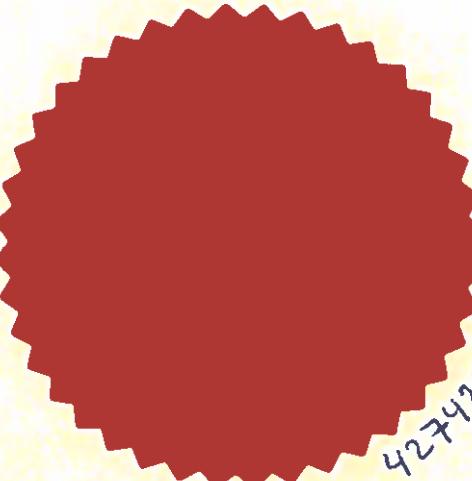
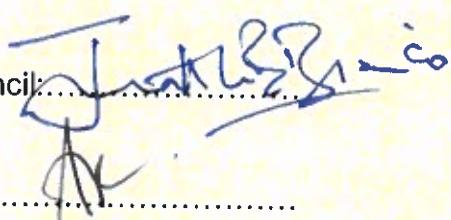


427393

Authorised Officer:.....

THE COMMON SEAL of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF
HILLINGDON (acting as the Owner)
was duly affixed to this Statement
in the presence of:-

Member of the Council:.....



427423

Authorised Officer:.....

