

DATED 8<sup>th</sup> February 2024

**STATEMENT OF INTENT BY**

**THE LONDON BOROUGH OF HILLINGDON**

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**RELATING TO THE DEVELOPMENT OF LAND AT**

**LORD ADONIS HOUSE HAREFIELD ACADEMY NORTHWOOD WAY**

**PLANNING APPLICATION NUMBER: 17709/APP/2023/2673**

Planning & Environment Team  
London Borough of Hillingdon  
Civic Centre  
High Street  
Uxbridge  
Middlesex  
Ref: 3E/04/022708



**THIS STATEMENT OF INTENT** is dated

8<sup>th</sup> February

2024

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 11 September 2023 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 6 December 2023 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;
"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 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 Demolition of former residential school and erection of academic building (Use Class F1) and ancillary structures including heat pump and substation enclosures, 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/2023/2673;
"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 Lord Adonis House 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/2023/2673;
"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.

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

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

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- 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@hillington.gov.uk](mailto:cil@hillington.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

Bidwells London  
Bidwells  
25 Old Burlington Street  
London  
W1S 3AN

Application Ref: 17709/APP/2023/2673

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

### GRANT OF PLANNING PERMISSION

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

#### Description of development:

Demolition of former residential school and erection of academic building (Use Class F1) and ancillary structures including heat pump and substation enclosures, construction of a multi-use games area, revised vehicular access, landscaping, car and cycle parking and associated works.

**Location of development:** Lord Adonis House Harefield Academy Northwood Way Harefield

**Date of application:** 11th September 2023

**Plan Numbers:** See attached Schedule of plans

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

**Draft Decision Notice produced:**

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

**Amendments required:** YES / NO

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

# DRAFT

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

### GRANT OF PLANNING PERMISSION

Application Ref: 17709/APP/2023/2673

### 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:

#### Location Plan:

TVC0024-NOV-V2-00-DR-A-PL01 Rev. P01;

#### Proposed Site Plan:

TVC0024-WWA-V2-ZZ-DR-L-0101 Rev. P02;

#### Proposed Floor Plans:

TVC0024-NOV-V1-00-DR-A-PL12 Rev. P01;

TVC0024-NOV-V1-01-DR-A-PL13 Rev. P01;

#### Proposed Elevations:

TVC0024-NOV-V1-XX-DR-A-PL15 Rev. P01;

TVC0024-NOV-V1-XX-DR-A-PL16 Rev. P01;

#### Proposed Roof Plan:

TVC0024-NOV-V1-02-DR-A-PL14 Rev. P01;

#### Proposed Sections:

TVC0024-NOV-V1-XX-DR-A-PL17 Rev. P01;

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:

27471-HYD-XX-XX-RP-GE-0001 Issue S2 Ground Investigation Report (Dated 4th May 2023);

27471-HYD-XX-XX-RP-FE-0001 Rev. 01 Fire Statement (Dated 20th September 2023);

27834-HYD-ZZ-XX-YY-RP-2001-P01 Air Quality Assessment (Dated 8th September 2023);

21068-MHA-WS-XX-R-C-003 Rev. P4 Flood Risk & Drainage Strategy (Dated 11th September 2023);

27471-HYD-00-XX-RP-C-7000 Issue 02 Drainage Strategy (Dated 30th October 2023);

TVC0024-ESS-XX-XX-RP-ME-0001 Rev. P01 Energy Strategy Part L Report (Dated 28th August 2023);  
TVC0024-ESS-XX-XX-RP-ME-002 Rev. P01 Net Zero in Operation Report (Dated 24th August 2023);  
TVC0024-ESS-XX-XX-RP-ME-0003 Rev. P01 Daylighting Report (Dated 24th August 2023);  
TVC0024-RWC-XX-XX-RP-H-0002 S0 P01 School Travel plan (Dated September 2023);  
TVC0024-NOV-V1-XX-T-A-PL19 Design & Access Statement (Dated September 2023);  
TVC0024-WWA-V2-ZZ-GD-L-0106 Rev. P02 Urban Greening Factor;  
TVC0024-NOV-V1-XX-DR-A-PL20 Rev. P01WC Provision & Strategy Layout;  
TVC0024-ESS-XX-XX-RP-ME-0005 Plant and Ventilation Extraction Statement (Dated 24th August 2023);  
002 Rev. 01 Arboricultural Method Statement (Dated September 2023);  
Landscape and Visual Impact Assessment V. PL04 (Dated October 2023);  
27471-HYD-XX-ZZ-RP-Y-5001 Issue P03 Circular Economy Statement (Dated 27th October 2023);  
27471-HYD-XX-ZZ-RP-Y-5002\_P01 Whole Life Carbon Assessment (Dated 8th September 2023); and  
TVC0024-RWC-XX-XX-RP-H-0001 S0 P01 Transport Assessment (Dated September 2023).  
OPP-105283 - AC - 1v1 Planning Noise Assessment (Dated 7th August 2023).

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 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).

- 5 The development hereby approved shall connect to a district heating network should one become available in future.

#### REASON

To ensure compliance with Policy SI 3 of the London Plan (2021).

- 6 The development hereby approved shall ensure that sufficient ducting space for full fibre connectivity infrastructure is provided.

#### REASON

To ensure compliance with Policy SI 6 of the London Plan (2021).

- 7 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).

- 8 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;
  - (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; and
  - (x) Measures to avoid and mitigate impacts to the Shepherds Hill House Site of Importance for Nature Conservation.

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).

- 9 Notwithstanding the plans hereby approved and prior to commencement of development, final details for the primary entrance on the front (east facing) elevation, 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 is legible and presents a satisfactory appearance in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

- 10 Notwithstanding the plans hereby approved and prior to commencement of development, final details for the ancillary utility structures shall be submitted to and approved in writing by the Local Planning Authority. This detail shall include a consolidation of the structures if possible, in order to reduce the clutter on this site.

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).

- 11 Prior to the commencement of development above ground, details of all materials and external surfaces (including the main building and ancillary buildings) 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).

- 12 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).

- 13 Notwithstanding the plans hereby approved and prior to commencement of development above ground, a revised internal layout and/or a detailed scheme to mitigate against the fire safety risks of dead-end corridors and inner rooms 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 the safety of all building users in accordance with Policy D12 of the London Plan (2021).

- 14 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 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 DME1 9 and DME1 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).

- 15 Prior to the commencement of the development (not including demolition and site clearance), water infrastructure details shall be submitted to and approved in writing by the Local Planning Authority. This detail shall:-

- i) achieve at least the BREEAM excellent standard for the 'Wat 01' water category 160 or equivalent;
- ii) incorporate measures such as smart metering, water saving and recycling measures, including retrofitting, to help to achieve lower water consumption rates and to maximise future-proofing;
- iii) seek to improve the water environment and ensure that adequate wastewater infrastructure capacity is provided; and
- iv) take action to minimise the potential for misconnections between foul and surface water networks.

The development must proceed and be occupied in accordance with the approved scheme.

#### REASON

To ensure compliance with Policy SI 5 of the London Plan (2021).

- 16 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 and recommendations.

#### 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).

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

##### 1. Details of Soft Landscaping

1.a Planting plans (at not less than a scale of 1:100) demonstrating no net loss of trees, enhanced boundary soft landscaping / screening including around the car park and the provision of large-canopied trees to target urban heat island effects,

1.b Written specification of planting and cultivation works to be undertaken,

1.c Schedule of plants (including pollution absorbing species) giving species, plant sizes, and proposed numbers/densities where appropriate

##### 2. Details of Hard Landscaping

2.a Refuse Storage

2.b Cycle Storage for 14 standard sheffield stands and four enlarged cycle parking bays (18 total) to accord with London Cycle Design Standards;

2.c Means of enclosure/boundary treatments

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

- 25 no. car parking spaces provided within the Meadow High School portion of the site (including 2 no. designated disabled bays, 2 no. enlarged bays, 2 no. spaces served by active electric vehicle charging infrastructure and 2 no. spaces served by passive electric vehicle charging infrastructure);

- 14 no. car parking spaces provided within the Harefield Academy portion of the site;



- 2 no. motorcycle parking spaces.

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

2.f External Lighting (including demonstration that light pollution and harm to ecology is minimised as far as practicable).

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

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

### 3. Living/Green Roofs

3.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

### 4. Details of Landscape Maintenance

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

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

### 5. Schedule for Implementation

### 6. Other

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

6.b Proposed finishing levels or contours

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

### REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with Policies DMHB 11, DMHB 12, DMHB 14, DMT 2, DMT 6 and DMEI 1 of the Hillingdon Local Plan: Part 2 (2020) and Policies G1, G5, T5 and T6 of the London Plan (2021).

- 18 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). This shall achieve biodiversity net gain and shall detail the long-term management and maintenance strategy for such ecological habitat creation.

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).

- 19 Prior to first operation of the development, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building

Control Decision Notice or equivalent.

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

#### REASON

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

- 20 Prior to first operation of the development, details of the external lighting, including light spill diagrams (Lux levels) and maintenance thereafter, shall be submitted to the Local Planning Authority. These details shall also demonstrate that light pollution and harm to ecology is minimised as far as practicable. 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).

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

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

#### REASON

To demonstrate that the final strategy will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the cooling hierarchy and Policy SI 4 of the London Plan (2021).

- 22 Prior to commencement of development (excluding demolition), an updated Energy Statement, including detailed energy monitoring, recording and reporting plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall accord with the requirements of the London Plan (policy SI2) and the GLA Energy Assessment Guidance (2022 or as amended).

The development must proceed in accordance with the approved reporting structure and where there is a failure to achieve the required carbon savings, the quantum (tCO<sub>2</sub>) shall be treated as part of the shortfall and shall result in a cash in lieu contribution in accordance with the formula set out in the S106 agreement.

#### REASON

To ensure the development's onsite carbon savings from regulated energy demand is achieved in perpetuity (i.e. annually over 30years) in accordance with the Policy SI2 of the London Plan (2021).

- 23 Prior to first 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).

- 24 Prior to first 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](mailto: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).

- 25 Prior to the first 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](mailto: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).

- 26 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 a pupil pick-up and drop-off strategy and 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).

- 27 Prior to first operation of the development, details of a finalised 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).

- 28 Prior to first 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).

- 29 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).

- 30 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. Prior to first operation of the development, 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).

- 31 Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority.

If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority. The planting shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

~~Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of~~

damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority.

New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs'. Remedial work should be carried out to BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'.

The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

#### REASON

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

#### 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).
- 5
  - a) The Equality Act 2010 seeks to protect people accessing goods, facilities and services from discrimination on the basis of a 'protected characteristic', which includes those with a disability. As part of the Act, service providers are obliged to improve access to and within the structure of their building, particularly in situations where reasonable adjustment can be incorporated with relative ease. The Act states that service providers should think ahead to take steps to address barriers that impede disabled people.
  - b) Fixtures, fittings and furnishings, particularly hard materials should be selected to ensure that sound is not adversely reflected. The design of all learning areas should be considerate to the needs of people who are hard of hearing or deaf. Reference should be made to BS 8300:2018 and, BS 223 in selecting an appropriate acoustic absorbency for each surface.
  - c) Care should be taken to ensure that the internal decoration achieves a Light Reflectance Value (LRV) difference of at least 30 points between floor and walls, ceiling and walls, Including appropriate door to ensure that doors and door furniture can be easily located by people with reduced vision.
  - d) Induction loops should be specified to comply with BS 7594 and BS EN 60118-4, and a term contract

planned for their maintenance.

e) Care must be taken to ensure that overspill and/or other interference from induction loops in different/adjacent areas does not occur.

f) Flashing beacons/strobe lights linked to the fire alarm should be carefully selected and installed to ensure they remain within the technical thresholds not to adversely affect people with epilepsy.

- 6 Please be advised that a Groundwater Risk Management Permit from Thames Water will be required for any discharging of groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Thames Water would expect the developer to demonstrate what measures they will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing [trade.effluent@thameswater.co.uk](mailto:trade.effluent@thameswater.co.uk) . Application forms should be completed online on the Thames Water website.

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

#### Part 1 Policies

PT1.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](http://www.hillingdon.gov.uk)

## GRANT OF PLANNING PERMISSION

Application Ref: 17709/APP/2023/2673

### SCHEDULE OF PLANS

TVC0024-NOV-V3-XX-DR-A-PL11 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-00-DR-A-PL12 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-01-DR-A-PL13 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-XX-DR-A-PL15 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-XX-DR-A-PL16 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-02-DR-A-PL14 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-XX-DR-A-PL17 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V2-00-DR-A-PL03 Rev. P01 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-GD-L-0107 Rev. P02 - received 11 Sep 2023  
TVC0024-NOV-V1-XX-DR-A-PL20 Rev. P01 - received 23 Oct 2023  
TVC0024-NOV-V1-XX-T-A-PL19 Design & Access Statement (Dated September 2023) - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-GD-L-0105 Rev. P02 - received 11 Sep 2023  
Outline Construction and Demolition Method Statement - received 11 Sep 2023  
27471-HYD-XX-XX-RP-GE-0001 Issue S2 Ground Investigation Report (Dated 4th May 2023) - received 11 Sep 2023  
RT/2323/0014/P/0002 Utility Mapping Survey - received 11 Sep 2023  
TVC0024-ESS-V2-XX-DR-ME-7000 Rev. P01 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-DR-L-0104 Rev. P01 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-DR-L-0103 Rev. P02 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-DR-L-0501 Rev. P01 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-DR-L-0101 Rev. P02 - received 11 Sep 2023  
Planning Statement (Dated September 2023) - received 11 Sep 2023  
TVC0024-ESS-XX-XX-RP-ME-0005 Plant and Ventilation Extraction Statement (Dated 24th August 2023) - received 11 Sep 2023  
TVC0024-WWA-V2-00-DR-L-0304 Rev. P02 - received 11 Sep 2023  
TVC0024-WWA-V2-00-DR-L-0301 Rev. P02 - received 11 Sep 2023  
TVC0024-WWA-V2-00-DR-L-0303 Rev. P02 - received 11 Sep 2023  
TVC0024-WWA-V2-00-DR-L-0302 Rev. P02 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-DR-L-0502 Rev. P01 - received 11 Sep 2023  
TCC0024-RWC-XX-XX-DR-C-0101 P01 - received 11 Sep 2023  
TCC0024-RWC-XX-XX-DR-C-0102 P01 - received 11 Sep 2023

TCC0024-RWC-XX-XX-DR-C-0103 P01 - received 11 Sep 2023

TCC0024-RWC-XX-XX-DR-C-0104 P01 - received 11 Sep 2023

TCC0024-RWC-XX-XX-DR-C-0105 P01 - received 11 Sep 2023

TVC0024-ESS-V2-XX-DR-E-6700 Rev. P01 - received 11 Sep 2023

TVC0024-ESS-V2-XX-DR-E-6710 Rev. P01 - received 11 Sep 2023

TVC0024-ESS-XX-XX-RP-ME-002 Rev. P01 Net Zero in Operation Report (Dated 24th August 2023) - received 11 Sep 2023

TVC0024-ESS-XX-XX-RP-ME-0003 Rev. P01 Daylighting Report (Dated 24th August 2023) - received 11 Sep 2023

TVC0024-RWC-XX-XX-RP-H-0002 S0 P01 School Travel plan (Dated September 2023) - received 11 Sep 2023

TVC0024-WWA-V2-ZZ-GD-L-0106 Rev. P02 - received 11 Sep 2023

27471-HYD-XX-ZZ-RP-Y-5002\_P01 Whole Life Carbon Assessment (Dated 8th September 2023) - received 11 Sep 2023

TVC0024-WWA-V2-ZZ-GD-L-0109 Rev. P02 - received 11 Sep 2023

TVC0024-WWA-V2-ZZ-DR-L-0102 Rev. P02 - received 11 Sep 2023

002 Rev. 01 Arboricultural Method Statement (Dated September 2023) - received 11 Sep 2023

27471-HYD-XX-XX-RP-FE-0001 Rev. 01 Fire Statement (Dated 20th September 2023) - received 21 Sep 2023

Landscape and Visual Impact Assessment V. PL04 (Dated October 2023) - received 23 Oct 2023

27834-HYD-ZZ-XX-YY-RP-2001-P01 Air Quality Assessment (Dated 8th September 2023) - received 11 Sep 2023

001 Rev. 001 Arboricultural Survey (Dated September 2023) - received 11 Sep 2023

21068-MHA-WS-XX-R-C-003 Rev. P4 Flood Risk & Drainage Strategy (Dated 11th September 2023) - received 11 Sep 2023

GLA Response 1 - received 16 Nov 2023

TVC0024-RWC-XX-XX-RP-H-0004 S0 P01 Transport Response to Stage 1 GLA report - received 16 Nov 2023

Response to GLA Stage 1 Report (Dated 16th November 2023) - received 16 Nov 2023

27471-HYD-00-XX-RP-C-7000 Issue 02 Drainage Strategy (Dated 30th October 2023) - received 31 Oct 2023

27471-HYD-XX-ZZ-RP-Y-5001 Issue P03 Circular Economy Statement (Dated 27th October 2023) - received 31 Oct 2023

TVC0024-ESS-XX-XX-RP-ME-0001 Rev. P01 Energy Strategy Part L Report (Dated 28th August 2023) - received 11 Sep 2023

TVC0024-RWC-XX-XX-RP-H-0003 S0 P01 Delivery and Servicing Plan (Dated September 2023) - received 11 Sep 2023

TVC0024-WWA-V2-ZZ-DR-L-0108 Rev. P02 Tree Retention & Removal Plan - received 11 Sep 2023

TVC0024-RWC-XX-XX-RP-H-0001 S0 P01 Transport Assessment (Dated September 2023) - received 25 Sep 2023

TVC0024-NOV-V2-00-DR-A-PL02 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-00-DR-A-PL04 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-01-DR-A-PL05 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-02-DR-A-PL06 Rev. P01 - received 11 Sep 2023  
OPP-105283 AC - 1v1 Planning Noise Assessment (Dated 7th August 2023) - received 11 Sep 2023  
TVC0024-NOV-V3-03-DR-A-PL07 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-XX-DR-A-PL09 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-XX-DR-A-PL18 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V2-00-DR-A-PL01 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-XX-DR-A-PL10 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-XX-DR-A-PL08 Rev. P01 - received 11 Sep 2023

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

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

#### **Appeals to the Secretary of State**

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

#### **Purchase Notices.**

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





### **Appendix Three – Required Section 106 Agreement**



**DATED**

**2024**

[ ]

**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  
LORD ADONIS HOUSE HAREFIELD ACADEMY NORTHWOOD WAY**

**PLANNING APPLICATION NUMBER:**

**17709/APP/2023/2673**

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

DRAFT

**THIS PLANNING OBLIGATION BY DEED** is dated

2024

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 No MX300667 at the Land Registry.
- C Off Site 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.
- D On 11th September 2023, the Council submitted the Planning Application for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- E The Owner intends to develop the Site pursuant to the Planning Permission.
- F The Council resolved at its Major Applications Planning Committee meeting on 6 December 2023 to delegate authority to determine the Planning Application to the Head of Planning, Transportation & Regeneration subject to the prior completion of this Agreement.

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

## **THIS DEED WITNESSES AS FOLLOWS:-**

### **OPERATIVE PROVISIONS**

#### **1 INTERPRETATION**

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

<b>"1980 Act"</b>	means the Highways Act 1980 (as amended);
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"Auditor"</b>	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;
<b>"Agreement"</b>	Means this Agreement
<b>"Authority's Area"</b>	means the administrative area of the Council;
<b>"Be Seen energy performance indicators"</b>	means the energy performance indicators for greenhouse gas emissions, as per Policy SI 2 of the London Plan (2021).
<b>"Be Seen' Energy Monitoring"</b>	means the annual monitoring of greenhouse gas emissions, as per Policy SI 2 of the London Plan (2021) in accordance with <b>Schedule 2</b> .

<b>"Building"</b>	means any or all buildings individually or together on the Site pursuant to the planning permission
<b>"Carbon Offset Contribution"</b>	means an Index Linked in-lieu contribution towards the Council's carbon offset fund to be calculated at £95/tCO <sub>2</sub> annualised over 30 years (i.e. shortfall x 30 x 95 = £contribution). This is payable where the Council have identified there is a failure to achieve the carbon savings as set out in the Energy Monitoring, Recording and Reporting Plan (EMRRP) and this failure (tCO <sub>2</sub> ) shall be treated as part of the overall carbon shortfall and is payable in accordance with the formula set out in this definition in accordance with <b>Schedule 1</b>
<b>"Commencement of Development"</b>	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: <ul style="list-style-type: none"> <li>- site clearance;</li> <li>- demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>- archaeological investigations and works;</li> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations,</li> </ul>

	and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;
<b>"Construction Training Contribution"</b>	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 <b>Schedule 4</b> 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;
<b>"Construction Training Scheme"</b>	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;
<b>"Contributions"</b>	means together the Carbon Offset Contribution, the Construction Training Contribution (if applicable),
<b>"Co-ordinator Costs"</b>	<p>means a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or, in the event that the Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes</i></p>



	<i>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>
<b>"Defects Liability Period"</b>	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;
<b>"Deputy Director of Planning and Regeneration"</b>	means the Council's Deputy Director of Planning and Regeneration or such person as the Council designates as undertaking this role;
<b>"Energy Monitoring, Recording and Reporting Plan (EMRRP)"</b>	<p>means a plan to be submitted to the Council for written approval prior to the Commencement of Development in accordance with Condition 22 of the Planning Permission, such plan shall provide the following:</p> <p>The EMRRP shall accord with the requirements of Policy SI2 of the London Plan (2021) and the GLA Energy Assessment Guidance (April 2020 or as amended) and demonstrate that the development will secure the 117% saving in CO2 emissions from the regulated energy load in accordance with the document reference 'TVC0024-ESS-XX-XX-RP-ME-0001 Rev. P01 Energy Strategy Part L Report (Dated 28th August 2023)'. The development must proceed in accordance with the approved reporting structure and the Carbon Offset Contribution will be payable where the Council have identified that there is a failure to achieve the agreed carbon savings</p>
<b>"Development"</b>	means the development of the Site pursuant to the Planning Permission;
<b>"Form PO1"</b>	means the form in the substantial format attached at <b>Appendix 1</b> ;

<b>“GLA”</b>	means Greater London Authority;
<b>“Highway Agreement”</b>	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;
<b>“Highway Works”</b>	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 <b>Schedule 5</b> of this Agreement;
<b>“Index Linked”</b>	means the application of the formula provided at <b>clause 15</b> ;
<b>‘Monitoring’</b>	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);
<b>“Monitoring Period”</b>	means the period of up to a maximum of five (5) years beginning on Occupation of the Development;
<b>“Occupied”</b>	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes

	and <b>Occupation</b> and <b>Occupy</b> and Occupier shall be construed accordingly;
<b>"Off Site Land"</b>	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;
<b>"Plan "</b>	means the plan attached to this Agreement at <b>Appendix 2</b> ;
<b>"Planning Application"</b>	means the planning application for Demolition of former residential school and erection of academic building (Use Class F1) and ancillary structures including heat pump and substation enclosures, 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/2023/2673;
<b>"Planning Obligations Officer"</b>	means the Council's Planning Obligations Officer or such person as the Council designates as undertaking this role;
<b>"Planning Permission"</b>	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at <b>Appendix 3</b> ;
<b>"Planning Reference"</b>	means planning reference 17709/APP/2023/2673;
<b>"Project Management and Monitoring Fee"</b>	means the sum equivalent to five percent (5%) of the total Contributions to be used

	by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
<b>“Reportable Unit”</b>	means a Reportable Unit (Energy Centre), or Reportable Unit (Non – Residential);
<b>“Reportable Unit (Energy Centre)”</b>	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);
<b>“Reportable Unit (Non-Residential)”</b>	means a Building within a single occupier/tenant or a Building with multiple tenants
<b>“RPI”</b>	means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the Council may determine;
<b>“Significant Under-Performance”</b>	means delivery of less than fifty percent (50%) of the total outputs specified in the Construction Training Scheme;
<b>“Site”</b>	means part of the property known as Harefield Academy Northwood Way and shown for identification purposes only edged red on the <b>Plan</b> ;
<b>“Specified Date”</b>	means the date upon which an obligation arising under this Agreement is due to be performed;
<b>“Substantial Implementation”</b>	means the occurrence of the following in respect of the Development:  (a) completion of all ground preparation works for the Development and all site-wide enabling works;

	<p>(b) completion of the foundations for the core of the Development;</p> <p>(c) construction of the ground floor slab to the first floor of the Development;</p> <p>(d) letting of a contract for the construction of the Development; and</p> <p>(e) practical completion of the first floor of Development;</p>
<b>"Substantial Implementation Target Date"</b>	means the date twenty four (24) months from but excluding the date of grant of the Planning Permission;
<b>"Targets"</b>	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;
<b>"Training Costs"</b>	<p>means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college";</i></p>
<b>"Travel Plan"</b>	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Development

	other than by the driver only private car in accordance with <b>Schedule 2</b> ;
<b>"Travel Plan Co-ordinator"</b>	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;
<b>"VAT"</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
<b>"Working Day"</b>	means any day except Saturday, Sunday and any bank or public holiday and <b>Working Days</b> shall be construed accordingly.

**1.2 In this Agreement:**

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

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

## **2 LEGAL BASIS**

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

### **3 CONDITIONALITY**

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

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

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

### **4 MISCELLANEOUS**

- 4.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 
- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.



- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

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

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

## **6 COSTS**

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

## **7 REGISTRATION OF AGREEMENT**

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

## **8 RIGHT OF ACCESS**

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

## **9. ARBITRATION**

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

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

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

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

9.1.4 the seat of the arbitration shall be London

## **10. THIRD PARTIES**

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

## **11. NOTICES**

- 11.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the

principal address or registered office (as appropriate) of the relevant party;

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

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

b) The Owner at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW

**12. FORM PO1**

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

**13. CHANGE IN OWNERSHIP**

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

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## **SCHEDULE 1**

### **CARBON OFFSET CONTRIBUTION**

1. Prior to Commencement of Development to submit to the Council for approval in writing the Energy Monitoring, Recording and Reporting Plan (EMRRP) as required by Condition 22 of the Planning Permission; and
2. There shall be no Commencement of Development until the Energy Monitoring, Recording and Reporting Plan (EMRRP) has been submitted to the Council for approval in writing as required by Condition 22 of the Planning Permission; and
3. In accordance with Paragraph 5 of Schedule 1 this Deed where the Council confirm in writing there has been a failure to achieve the annual carbon savings recorded in the Energy Monitoring, Recording and Reporting Plan (EMRRP) the Carbon Offset Contribution will be paid to the Council within 20 working days of notification; and
4. The Carbon Offset Contribution shall be paid to the Council within 20 working days where such sum is due following notification from the Council in writing in accordance with Paragraph 5 of this Schedule 3 and for the avoidance of doubt the Owner agrees that where such payment is not received within 20 working days then they shall be in breach of the terms of this Deed

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

5. That where there is a failure to achieve the annual carbon savings recorded in the Energy Monitoring, Recording and Reporting Plan (EMRRP) the Council will notify the Owner in writing that the Carbon Offset Contribution is payable and make a request for payment within 20 working days of notification being made and for the avoidance of doubt should such payment not be received within 20 working days then they shall be in breach of the terms of this Deed
6. The Energy Monitoring, Recording and Reporting Plan (EMRRP) obligations in this Schedule 3 shall expire upon 30 years from the Commencement of Development.

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## **SCHEDULE 2**

### **'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 2 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.

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### **SCHEDULE 3**

#### **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.

## **SCHEDULE 4**

### **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 5**  
**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 Councils 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;

DRAFT



**APPENDIX 1**  
**FORM PO1**

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

FORM PO1

**SECTION 106/278 LEGAL AGREEMENT**

**SITE ADDRESS:**

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**PLANNING REFERENCE:**

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**DESCRIPTION OF DEVELOPMENT:**

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**DATE OF COMMITTEE AUTHORISATION:**

---

**SECTION 106 OBLIGATIONS**

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**DATE OF IMPLEMENTATION OF DEVELOPMENT:**

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**(i) NOTIFIED TO THE COUNCIL:**

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE**

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

**SPECIFIED IN THE AGREEMENT**

☐

**FOR COUNCIL USE**

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

**COST CODE:** \_\_\_\_\_

**PLANNING COSTS:** \_\_\_\_\_

**LEGAL COSTS:** \_\_\_\_\_

**OTHER COSTS (IDENTIFY):**  
\_\_\_\_\_

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

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

## APPENDIX 2

### PLAN

DRAFT





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

DRAFT



# DRAFT

Bidwells London  
Bidwells  
25 Old Burlington Street  
London  
W1S 3AN

Application Ref: 17709/APP/2023/2673

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

### GRANT OF PLANNING PERMISSION

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

#### Description of development:

Demolition of former residential school and erection of academic building (Use Class F1) and ancillary structures including heat pump and substation enclosures, construction of a multi-use games area, revised vehicular access, landscaping, car and cycle parking and associated works.

**Location of development:** Lord Adonis House Harefield Academy Northwood Way Harefield

**Date of application:** 11th September 2023

**Plan Numbers:** See attached Schedule of plans

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

**Draft Decision Notice produced:**

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

**Amendments required:** YES / NO

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

# DRAFT

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

### GRANT OF PLANNING PERMISSION

Application Ref: 17709/APP/2023/2673

### 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:

#### Location Plan:

TVC0024-NOV-V2-00-DR-A-PL01 Rev. P01;

#### Proposed Site Plan:

TVC0024-WWA-V2-ZZ-DR-L-0101 Rev. P02;

#### Proposed Floor Plans:

TVC0024-NOV-V1-00-DR-A-PL12 Rev. P01;

TVC0024-NOV-V1-01-DR-A-PL13 Rev. P01;

#### Proposed Elevations:

TVC0024-NOV-V1-XX-DR-A-PL15 Rev. P01;

TVC0024-NOV-V1-XX-DR-A-PL16 Rev. P01;

#### Proposed Roof Plan:

TVC0024-NOV-V1-02-DR-A-PL14 Rev. P01;

#### Proposed Sections:

TVC0024-NOV-V1-XX-DR-A-PL17 Rev. P01;

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:

27471-HYD-XX-XX-RP-GE-0001 Issue S2 Ground Investigation Report (Dated 4th May 2023);

27471-HYD-XX-XX-RP-FE-0001 Rev. 01 Fire Statement (Dated 20th September 2023);

27834-HYD-ZZ-XX-YY-RP-2001-P01 Air Quality Assessment (Dated 8th September 2023);

21068-MHA-WS-XX-R-C-003 Rev. P4 Flood Risk & Drainage Strategy (Dated 11th September 2023);

27471-HYD-00-XX-RP-G-7000 Issue 02 Drainage Strategy (Dated 30th October 2023);

TVC0024-ESS-XX-XX-RP-ME-0001 Rev. P01 Energy Strategy Part L Report (Dated 28th August 2023);  
TVC0024-ESS-XX-XX-RP-ME-002 Rev. P01 Net Zero in Operation Report (Dated 24th August 2023);  
TVC0024-ESS-XX-XX-RP-ME-0003 Rev. P01 Daylighting Report (Dated 24th August 2023);  
TVC0024-RWC-XX-XX-RP-H-0002 S0 P01 School Travel plan (Dated September 2023);  
TVC0024-NOV-V1-XX-T-A-PL19 Design & Access Statement (Dated September 2023);  
TVC0024-WWA-V2-ZZ-GD-L-0106 Rev. P02 Urban Greening Factor;  
TVC0024-NOV-V1-XX-DR-A-PL20 Rev. P01WC Provision & Strategy Layout;  
TVC0024-ESS-XX-XX-RP-ME-0005 Plant and Ventilation Extraction Statement (Dated 24th August 2023);  
002 Rev. 01 Arboricultural Method Statement (Dated September 2023);  
Landscape and Visual Impact Assessment V. PL04 (Dated October 2023);  
27471-HYD-XX-ZZ-RP-Y-5001 Issue P03 Circular Economy Statement (Dated 27th October 2023);  
27471-HYD-XX-ZZ-RP-Y-5002\_P01 Whole Life Carbon Assessment (Dated 8th September 2023); and  
TVC0024-RWC-XX-XX-RP-H-0001 S0 P01 Transport Assessment (Dated September 2023).  
OPP-105283 - AC - 1v1 Planning Noise Assessment (Dated 7th August 2023).

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 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).

- 5 The development hereby approved shall connect to a district heating network should one become available in future.

#### REASON

To ensure compliance with Policy SI 3 of the London Plan (2021).

- 6 The development hereby approved shall ensure that sufficient ducting space for full fibre connectivity infrastructure is provided.

#### REASON

To ensure compliance with Policy SI 6 of the London Plan (2021).

- 7 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).

- 8 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;
  - (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; and
  - (x) Measures to avoid and mitigate impacts to the Shepherds Hill House Site of Importance for Nature Conservation.

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).

- 9 Notwithstanding the plans hereby approved and prior to commencement of development, final details for the primary entrance on the front (east facing) elevation, 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 is legible and presents a satisfactory appearance in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

- 10 Notwithstanding the plans hereby approved and prior to commencement of development, final details for the ancillary utility structures shall be submitted to and approved in writing by the Local Planning Authority. This detail shall include a consolidation of the structures if possible, in order to reduce the clutter on this site.

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).

- 11 Prior to the commencement of development above ground, details of all materials and external surfaces (including the main building and ancillary buildings) 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).

- 12 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).

- 13 Notwithstanding the plans hereby approved and prior to commencement of development above ground, a revised internal layout and/or a detailed scheme to mitigate against the fire safety risks of dead-end corridors and inner rooms 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 the safety of all building users in accordance with Policy D12 of the London Plan (2021).

- 14 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 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 DME1 9 and DME1 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).

- 15 Prior to the commencement of the development (not including demolition and site clearance), water infrastructure details shall be submitted to and approved in writing by the Local Planning Authority. This detail shall:-

- i) achieve at least the BREEAM excellent standard for the 'Wat 01' water category<sup>160</sup> or equivalent;
- ii) incorporate measures such as smart metering, water saving and recycling measures, including retrofitting, to help to achieve lower water consumption rates and to maximise future-proofing;
- iii) seek to improve the water environment and ensure that adequate wastewater infrastructure capacity is provided; and
- iv) take action to minimise the potential for misconnections between foul and surface water networks.

The development must proceed and be occupied in accordance with the approved scheme.

## REASON

To ensure compliance with Policy SI 5 of the London Plan (2021).

- 16 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 and recommendations.

## 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).

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

### 1. Details of Soft Landscaping

- 1.a Planting plans (at not less than a scale of 1:100) demonstrating no net loss of trees, enhanced boundary soft landscaping / screening including around the car park and the provision of large-canopied trees to target urban heat island effects,
- 1.b Written specification of planting and cultivation works to be undertaken,
- 1.c Schedule of plants (including pollution absorbing species) giving species, plant sizes, and proposed numbers/densities where appropriate

### 2. Details of Hard Landscaping

- 2.a Refuse Storage
- 2.b Cycle Storage for 14 standard sheffield stands and four enlarged cycle parking bays (18 total) to accord with London Cycle Design Standards;
- 2.c Means of enclosure/boundary treatments
- 2.d Car Parking Layouts, including demonstration that the following is provided:
  - 25 no. car parking spaces provided within the Meadow High School portion of the site (including 2 no. designated disabled bays, 2 no. enlarged bays, 2 no. spaces served by active electric vehicle charging infrastructure and 2 no. spaces served by passive electric vehicle charging infrastructure);
  - 14 no. car parking spaces provided within the Harefield Academy portion of the site;

- 2 no. motorcycle parking spaces.

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

2.f External Lighting (including demonstration that light pollution and harm to ecology is minimised as far as practicable).

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

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

### 3. Living/Green Roofs

3.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

### 4. Details of Landscape Maintenance

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

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

### 5. Schedule for Implementation

### 6. Other

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

6.b Proposed finishing levels or contours

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

### REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with Policies DMHB 11, DMHB 12, DMHB 14, DMT 2, DMT 6 and DMEI 1 of the Hillingdon Local Plan: Part 2 (2020) and Policies G1, G5, T5 and T6 of the London Plan (2021).

- 18 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). This shall achieve biodiversity net gain and shall detail the long-term management and maintenance strategy for such ecological habitat creation.

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).

- 19 Prior to first operation of the development, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building

Control Decision Notice or equivalent.

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

**REASON**

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

- 20 Prior to first operation of the development, details of the external lighting, including light spill diagrams (Lux levels) and maintenance thereafter, shall be submitted to the Local Planning Authority. These details shall also demonstrate that light pollution and harm to ecology is minimised as far as practicable. 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).

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

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

**REASON**

To demonstrate that the final strategy will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the cooling hierarchy and Policy SI 4 of the London Plan (2021).

- 22 Prior to commencement of development (excluding demolition), an updated Energy Statement, including detailed energy monitoring, recording and reporting plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall accord with the requirements of the London Plan (policy SI2) and the GLA Energy Assessment Guidance (2022 or as amended).

The development must proceed in accordance with the approved reporting structure and where there is a failure to achieve the required carbon savings, the quantum (tCO<sub>2</sub>) shall be treated as part of the shortfall and shall result in a cash in lieu contribution in accordance with the formula set out in the S106 agreement.

**REASON**

To ensure the development's onsite carbon savings from regulated energy demand is achieved in perpetuity (i.e. annually over 30years) in accordance with the Policy SI2 of the London Plan (2021).

- 23 Prior to first 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 DME1 10 of the Hillingdon Local Plan: Part 2 (2020).

- 24 Prior to first 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](mailto: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).

- 25 Prior to the first 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](mailto: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).

- 26 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 a pupil pick-up and drop-off strategy and 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).

- 27 Prior to first operation of the development, details of a finalised 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).

- 28 Prior to first 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).

- 29 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).

- 30 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. Prior to first operation of the development, 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 DME1 11 and DME1 12 of the Hillingdon Local Plan: Part 2 (2020).

- 31 Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority.

If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority. The planting shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

~~Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of~~

damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority.

New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs'. Remedial work should be carried out to BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'.

The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

#### REASON

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

### 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).
- 5
  - a) The Equality Act 2010 seeks to protect people accessing goods, facilities and services from discrimination on the basis of a 'protected characteristic', which includes those with a disability. As part of the Act, service providers are obliged to improve access to and within the structure of their building, particularly in situations where reasonable adjustment can be incorporated with relative ease. The Act states that service providers should think ahead to take steps to address barriers that impede disabled people.
  - b) Fixtures, fittings and furnishings, particularly hard materials should be selected to ensure that sound is not adversely reflected. The design of all learning areas should be considerate to the needs of people who are hard of hearing or deaf. Reference should be made to BS 8300:2018 and, BS 223 in selecting an appropriate acoustic absorbency for each surface.
  - c) Care should be taken to ensure that the internal decoration achieves a Light Reflectance Value (LRV) difference of at least 30 points between floor and walls, ceiling and walls, Including appropriate d cor to ensure that doors and door furniture can be easily located by people with reduced vision.
  - d) Induction loops should be specified to comply with BS 7594 and BS EN 60118-4, and a term contract

planned for their maintenance.

e) Care must be taken to ensure that overspill and/or other interference from induction loops in different/adjacent areas does not occur.

f) Flashing beacons/strobe lights linked to the fire alarm should be carefully selected and installed to ensure they remain within the technical thresholds not to adversely affect people with epilepsy.

- 6 Please be advised that a Groundwater Risk Management Permit from Thames Water will be required for any discharging of groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Thames Water would expect the developer to demonstrate what measures they will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing [trade.effluent@thameswater.co.uk](mailto:trade.effluent@thameswater.co.uk). Application forms should be completed online on the Thames Water website.

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

#### Part 1 Policies

PT1.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](http://www.hillingdon.gov.uk)

## GRANT OF PLANNING PERMISSION

Application Ref: 17709/APP/2023/2673

### SCHEDULE OF PLANS

TVC0024-NOV-V3-XX-DR-A-PL11 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-00-DR-A-PL12 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-01-DR-A-PL13 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-XX-DR-A-PL15 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-XX-DR-A-PL16 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-02-DR-A-PL14 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-XX-DR-A-PL17 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V2-00-DR-A-PL03 Rev. P01 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-GD-L-0107 Rev. P02 - received 11 Sep 2023  
TVC0024-NOV-V1-XX-DR-A-PL20 Rev. P01 - received 23 Oct 2023  
TVC0024-NOV-V1-XX-T-A-PL19 Design & Access Statement (Dated September 2023) - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-GD-L-0105 Rev. P02 - received 11 Sep 2023  
Outline Construction and Demolition Method Statement - received 11 Sep 2023  
27471-HYD-XX-XX-RP-GE-0001 Issue S2 Ground Investigation Report (Dated 4th May 2023) - received 11 Sep 2023  
RT/2323/0014/P/0002 Utility Mapping Survey - received 11 Sep 2023  
TVC0024-ESS-V2-XX-DR-ME-7000 Rev. P01 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-DR-L-0104 Rev. P01 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-DR-L-0103 Rev. P02 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-DR-L-0501 Rev. P01 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-DR-L-0101 Rev. P02 - received 11 Sep 2023  
Planning Statement (Dated September 2023) - received 11 Sep 2023  
TVC0024-ESS-XX-XX-RP-ME-0005 Plant and Ventilation Extraction Statement (Dated 24th August 2023) - received 11 Sep 2023  
TVC0024-WWA-V2-00-DR-L-0304 Rev. P02 - received 11 Sep 2023  
TVC0024-WWA-V2-00-DR-L-0301 Rev. P02 - received 11 Sep 2023  
TVC0024-WWA-V2-00-DR-L-0303 Rev. P02 - received 11 Sep 2023  
TVC0024-WWA-V2-00-DR-L-0302 Rev. P02 - received 11 Sep 2023  
TVC0024-WWA-V2-ZZ-DR-L-0502 Rev. P01 - received 11 Sep 2023  
TCC0024-RWC-XX-XX-DR-C-0101 P01 - received 11 Sep 2023  
TCC0024-RWC-XX-XX-DR-C-0102 P01 - received 11 Sep 2023



TCC0024-RWC-XX-XX-DR-C-0103 P01 - received 11 Sep 2023

TCC0024-RWC-XX-XX-DR-C-0104 P01 - received 11 Sep 2023

TCC0024-RWC-XX-XX-DR-C-0105 P01 - received 11 Sep 2023

TVC0024-ESS-V2-XX-DR-E-6700 Rev. P01 - received 11 Sep 2023

TVC0024-ESS-V2-XX-DR-E-6710 Rev. P01 - received 11 Sep 2023

TVC0024-ESS-XX-XX-RP-ME-002 Rev. P01 Net Zero in Operation Report (Dated 24th August 2023) - received 11 Sep 2023

TVC0024-ESS-XX-XX-RP-ME-0003 Rev. P01 Daylighting Report (Dated 24th August 2023) - received 11 Sep 2023

TVC0024-RWC-XX-XX-RP-H-0002 S0 P01 School Travel plan (Dated September 2023) - received 11 Sep 2023

TVC0024-WWA-V2-ZZ-GD-L-0106 Rev. P02 - received 11 Sep 2023

27471-HYD-XX-ZZ-RP-Y-5002\_P01 Whole Life Carbon Assessment (Dated 8th September 2023) - received 11 Sep 2023

TVC0024-WWA-V2-ZZ-GD-L-0109 Rev. P02 - received 11 Sep 2023

TVC0024-WWA-V2-ZZ-DR-L-0102 Rev. P02 - received 11 Sep 2023

002 Rev. 01 Arboricultural Method Statement (Dated September 2023) - received 11 Sep 2023

27471-HYD-XX-XX-RP-FE-0001 Rev. 01 Fire Statement (Dated 20th September 2023) - received 21 Sep 2023

Landscape and Visual Impact Assessment V. PL04 (Dated October 2023) - received 23 Oct 2023

27834-HYD-ZZ-XX-YY-RP-2001-P01 Air Quality Assessment (Dated 8th September 2023) - received 11 Sep 2023

001 Rev. 001 Arboricultural Survey (Dated September 2023) - received 11 Sep 2023

21068-MHA-WS-XX-R-C-003 Rev. P4 Flood Risk & Drainage Strategy (Dated 11th September 2023) - received 11 Sep 2023

GLA Response 1 - received 16 Nov 2023

TVC0024-RWC-XX-XX-RP-H-0004 S0 P01 Transport Response to Stage 1 GLA report - received 16 Nov 2023

Response to GLA Stage 1 Report (Dated 16th November 2023) - received 16 Nov 2023

27471-HYD-00-XX-RP-C-7000 Issue 02 Drainage Strategy (Dated 30th October 2023) - received 31 Oct 2023

27471-HYD-XX-ZZ-RP-Y-5001 Issue P03 Circular Economy Statement (Dated 27th October 2023) - received 31 Oct 2023

TVC0024-ESS-XX-XX-RP-ME-0001 Rev. P01 Energy Strategy Part L Report (Dated 28th August 2023) - received 11 Sep 2023

TVC0024-RWC-XX-XX-RP-H-0003 S0 P01 Delivery and Servicing Plan (Dated September 2023) - received 11 Sep 2023

TVC0024-WWA-V2-ZZ-DR-L-0108 Rev. P02 Tree Retention & Removal Plan - received 11 Sep 2023

TVC0024-RWC-XX-XX-RP-H-0001 S0 P01 Transport Assessment (Dated September 2023) - received 25 Sep 2023

TVC0024-NOV-V2-00-DR-A-PL02 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-00-DR-A-PL04 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-01-DR-A-PL05 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-02-DR-A-PL06 Rev. P01 - received 11 Sep 2023  
OPP-105283 AC - 1v1 Planning Noise Assessment (Dated 7th August 2023) - received 11 Sep 2023  
TVC0024-NOV-V3-03-DR-A-PL07 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-XX-DR-A-PL09 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V1-XX-DR-A-PL18 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V2-00-DR-A-PL01 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-XX-DR-A-PL10 Rev. P01 - received 11 Sep 2023  
TVC0024-NOV-V3-XX-DR-A-PL08 Rev. P01 - received 11 Sep 2023

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

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

#### **Appeals to the Secretary of State**

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

#### **Purchase Notices.**

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



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

MEMBER OF  
THE COUNCIL.....

**AUTHORISED OFFICER.....**

[ ] acting by:-

DIRECTOR.....

DIRECTOR/SECRETARY.....

DRAFT

## **Appendix Four – Plan**







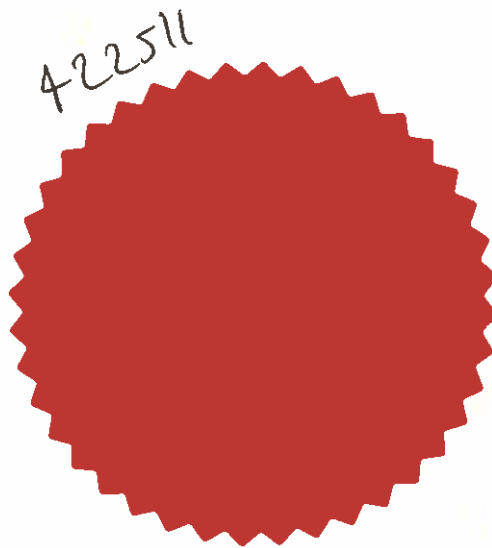
7

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: .....

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: .....

Authorised Officer: .....

