

DATED

27th August

2021

THE GOVERNING BODY OF HARLINGTON SCHOOL

and

THE SECRETARY OF STATE FOR EDUCATION

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**

**THE GOVERNING BODY OF HARLINGTON SCHOOL, PINKWELL LANE, HAYES UB3 1PB
18948/APP/2020/2551**

Planning & Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 3E/04/NF/018216

THIS PLANNING OBLIGATION BY DEED is dated
and is made **BETWEEN:**

27th August 2021

- (1) **THE GOVERNING BODY OF HARLINGTON SCHOOL** a Foundation school established under the Education Acts 1944 to 1994, of Pinkwell Lane, Hayes, Middlesex UB3 1PB ("the Owner"); and
- (2) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London. SW1P 3BT ("the Developer ")
- (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 Deed are enforceable.
- B The Owner has a freehold interest in that part of the Land registered under Title Number AGL55549 and AGL211451 at the Land Registry.
- C On 14 August 2020 the Developer submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- D The Owner and Developer intend to develop the Land pursuant to the Planning Permission.
- E The Council resolved at its Major Applications Planning Committee meeting on 20 January 2021 to delegate authority to determine the Planning Application to the Head of Planning Transportation and Regeneration subject to the prior completion of this Deed.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land

ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS: -

1. **DEFINITIONS AND INTERPRETATION**

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

"Act"	means the Town and Country Planning Act 1990 (as amended);
"Air Quality Contribution"	means the Indexed Link sum of fifteen thousand, eight hundred and eighty nine pounds (£15,889) or, in the event that the Development does not fully implement the Mayor's School Toolkit mitigation measures secured by (part (a) of Condition 15 of the Planning Permission), sixty three thousand, five hundred and fifty seven pounds (£63,557) referred to in Schedule 2 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to): • Use of low emission fuel technology and other measures to reduce emissions; • Tree and other planting; • Restrictions on certain types of vehicles; • Use of cleaner fuels on energy and heating; • Use of combined heat and power and community heating systems; and • Environmental management systems and air quality strategy;
"Authority's Area"	means the administrative area of the Council;

"Commencement of Development"	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 Deed and for no other purpose) archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination adverse ground conditions repair construction of temporary fencing or hoardings, services diversions, site clearance and preparation and demolition and "Commence" and "Commencement" shall be construed accordingly;
"Construction Training Contribution"	means a financial contribution to be payable to the Council which is to be calculated in accordance with the construction training formula as contained within the Council's Planning Obligations Supplementary Planning Document (dated July 2014) (equating to the Training Costs plus the Co-ordinator Costs);
"Construction Training Scheme"	means a construction training scheme to be implemented by the Developer to fund, arrange and/or provide construction training and employment for Hillingdon residents during the construction of the Development. This scheme shall be delivered in accordance with Schedule 1 (in terms of 750 weeks);
"Co-ordinator Costs"	means a sum to be agreed with the Council in the event that the Construction Training Contribution is payable, and the sum shall be

	calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development.</i>
"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 Deed;
"Deputy Chief Executive and Director of Resident Services"	means the Council's Deputy Chief Executive and Director of Resident Services or such person as the Council designates as undertaking this role
"Development"	means the development authorised by the Planning Permission or any future planning permission subsequently issued for the Development under section 73 of the Act;
"Form PO1"	means the form in the substantial format set out in Annex 1;
"Index Linked"	means the application of the formula at clause 15 of this Deed and "Indexation" and "Index Linking" and "Indexation" shall be construed accordingly;

"Interest"	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;
"Land"	means the land and buildings at Harlington School Pinkwell Lane, Hayes, UB3 1PB registered under title no. AGL55549 and AGL211451 at the Land Registry and is within the area edged red on the Plan;
"Lease"	means the lease of part of the Land dated 15 September 1998 and entered into by (1) the Owner and (2) the Council, as may be varied from time to time;
"Library and Adult Education Facilities"	means the library and adult education facilities as shown on plan number 102451-LSI-A1-00-DR-A-6800 D3 Rev P04 at Annex 4 of this Agreement;
"Occupation"	means occupation of the Land for the purposes permitted by the Planning Permission and "Occupy" "Occupier" and "Occupied" shall be construed accordingly;
"Plan"	means the Plan attached to this Deed at Annex 2 ;
"Planning Application"	means the application for planning permission for the demolition of existing buildings and construction of a new 8FE school including public library, Sixth form classrooms, new NP/ASD/SRP department, adult education classrooms, outdoor and indoor sport and recreation facilities, and associated landscaping and refuse stores/collection points under the Council's reference number 18948/APP/2020/2551 ;

"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Annex 3;
"Project Management and Monitoring Sum"	means the sum equivalent to five (5) percent of the Air Quality Contribution, to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed.
"Section 106 Reference"	means the planning application reference number 18948/APP/2020/2551 ;
"Significant Under-Performance"	means delivery of less than 50% (50 per cent) of the total outputs specified in the agreed Construction Training Scheme;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Training Costs"	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college".</i>
"VAT"	means Value Added Tax.

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 Deed 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 Deed
- 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 Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.
- 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 Deed shall include the successors in title to that party and to any 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 and/or the Developer under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act, 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 their successors in title to the Land
- 2.2 The covenants, restrictions and requirements imposed upon the Owner and Developer under this Deed create planning obligations pursuant to Section 106

of the Act and are enforceable by the Council as local planning authority against the Owner and the Developer without limit of time.

3. CONDITIONALITY

The obligations contained in the Schedules to this Deed are subject to and conditional upon:

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

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

4. MISCELLANEOUS

- 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of 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 Deed.
- 4.2 If any provision in this Deed 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 Deed.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner or Developer in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner or Developer.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or

estate to the Land or any part or parts of the Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

- 4.6 No party to this Deed nor 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 Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title or the Developer) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.9 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Owner, the Developer and the Council or their respective successors in title.

5. THE OWNER'S PLANNING OBLIGATIONS

- 5.1 The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in this Deed, including clause 5.1 and Schedule 3 and Schedule 4 of this Deed.

- 5.2 The Developer covenants with the Council to observe and perform the obligations contained in this Deed including clause 5.2 and Schedules 1 and 2 of this Deed.

6. **COSTS**

The Owner hereby covenants with the Council that prior to the Commencement of the Development, the Developer will pay to the Council the Project Management and Monitoring Sum.

7 **REGISTRATION OF DEED**

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

8. **RIGHT OF ACCESS**

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 Land at all reasonable times for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed.

9. **EXPERT DETERMINATION**

All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to determination by a single appointed expert to be agreed between the parties or, failing agreement, within twenty one (21) days by an expert to be appointed at the request of any party by the President of The Royal Institution of Chartered Surveyors (or by the President of the Institution of Civil Engineers if the dispute relates to the Highway Works) as the case may be having due regard to any representations made to him as to the appropriate qualifications of such expert. Such expert to make a finding as an expert which finding shall (except in the case of manifest error) be binding on both parties including a finding as to the apportionment of costs of the determination process.

10 THIRD PARTIES

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

11. NOTICES

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

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

a) Council: Deputy Chief Executive and Director of Resident Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed; and

b) Owner at Chair of The Governing Body, Harlington School, Pinkwell Lane, Hayes, Middlesex UB3 1PB

c) Developer at PSBP Capital Team, Operations Directorate, Department for Education, Fifth Floor, Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT

or such other address as either may notify to the other from time to time.

12. FORM PO1

Prior to Commencement of the Development the Developer shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council in accordance with clause 11 above and shall cite the Section 106 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 Deed 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 Air Quality Contribution required by this Deed shall be made on the following basis:

- (a) The Air Quality Contribution due under this Deed 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 Air Quality Contribution 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 Air Quality Contribution 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 Deed the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Developer (at its absolute discretion) and the Council may agree in writing.

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

15. INDEXATION

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

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

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

16. INTEREST

All costs, payments and expenses payable to the Council under this Deed 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 Deed shall be exclusive of any VAT properly payable.

17.2 The Developer hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Air Quality Contribution 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 Developer and the VAT shall be paid accordingly.

18. JURISDICTION

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

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

SCHEDULE 1
CONSTRUCTION TRAINING

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

Construction Training Scheme: In-kind Provision

1. Securing an employment or training agreement is the Council's priority.
2. Prior to Commencement of Development to meet (along with the Developer'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 Developer 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 Developer 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 Developer's commitment to ensuring that the obligations contained in this Schedule are complied with.
5. The Developer shall use reasonable endeavours to comply with the Construction Training Scheme, which for the avoidance of doubt shall include:
 - a. the provision of 750 training weeks in relation to the Development;
 - b. the targeting of training weeks to residents in the following order:
 - i. firstly, to residents of the London Borough of Hillingdon;
 - ii. secondly, following 3 weeks of using reasonable endeavours to recruit residents of the London Borough of Hillingdon, to residents of the London Boroughs of Hounslow and Ealing;
 - iii. thirdly, following 3 weeks of using reasonable endeavours to recruit residents of the London Boroughs of Hounslow and Ealing, to residents of the administrative areas of Buckinghamshire Council and Slough Borough Council;
 - iv. finally, in the event that the Developer is unable to recruit the residents following 3 weeks of using reasonable endeavours to recruit residents as set out in paragraphs i. to iii. above, to residents of other areas, as approved by the Council.
6. Not to Commence or cause or permit to be Commenced any part of the Development until the Developer has used reasonable endeavours to comply with the obligations contained in paragraphs 2, 4 and 5 of this Schedule.

7. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. The Developer 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 Developer and the request for payment will be withdrawn by the Council.
8. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Construction Training Contribution is paid to the Council.

SCHEDULE 2

AIR QUALITY CONTRIBUTION

The Developer covenants and agrees with the Council as follows: -

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

SCHEDULE 3
TRAVEL PLAN

In this Schedule 3 the following definitions shall apply:

'Auditor'	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of Monitoring Surveys;
'Car'	means a four wheeled motor vehicle other than one powered by electricity;
"Employees/Users"	means a person making the journey to/from the Development;
"GLA"	means the Greater London Authority or successors in function;
'Monitoring Surveys'	means a survey of Employees/ Users of the Development using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by Employees/ Users when travelling between home and the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time);
'Monitoring Period'	means the period not less than five (5) years beginning on Occupation of the Development;
'Targets'	means the targets for achieving the shift in the proportion of persons travelling to and from the Development 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;
'Travel Plan'	means the plan to be provided by the Owner and implemented by the Owner as approved in writing by the Council to encourage means of travel other than private cars;
'Travel Plan Co-ordinator'	means the person or persons to be appointed by the Leaseholder 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 Monitoring Period in order to achieve the objectives of the Travel Plan.

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

1. Not to Occupy the Development until the Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed);
2. The Travel Plan shall include as a minimum:
 - 2.1. Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
 - 2.2. The length of the monitoring period for the Travel Plan which shall not be less than the Monitoring Period;
 - 2.3. A timetable for the preparation, implementation, monitoring and review of all stages of the Travel Plan;

- 2.4. The period post Occupation when the initial Monitoring Survey will be undertaken and details of subsequent Monitoring Surveys for the purposes of assessing achievement of Targets;
 - 2.5. The Targets.
 - 2.6. Demonstration of a commitment to the ongoing review of and provision of additional cycle parking provision should demand dictate.
3. The Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Development.
4. To fund and procure the implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter shall comply with the Travel Plan for the Monitoring Period.
5. The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Travel Plan Co-ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
6. The Owner shall be responsible for the costs of the Monitoring Surveys and auditing and any remuneration and expenses payable to the Travel Plan Co-ordinator and the Auditor.
7. In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.
8. Following approval of the Travel Plan of the Development the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period including 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; and

- 8.2. to use all reasonable endeavours to ensure that occupiers of the Development comply with the Travel Plan; and
 - 8.3. to undertake the initial Monitoring Survey which shall not be carried out later than one (1) year after Occupation of the Development to undertake an annual review of the Travel Plan and provide a written report within twenty eight (28) days of this review to the Council;
 - 8.4. to supply the Council with a statistical summary of the modes of transport used by Employees/Residents/Users disclosed by any Monitoring Surveys or copies of any questionnaires completed by Employees/Residents/Users;
 - 8.5. to secure that the results of the Monitoring Surveys are verified by an Auditor within two (2) calendar months of the Monitoring Surveys taking place by methods that accord with the reasonable requirements of the Council.
9. 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.
 10. The Leaseholder 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.

SCHEDULE 4

PUBLIC ACCESS – LIBRARY AND ADULT EDUCATION FACILITIES

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

1. During normal opening hours, to allow the public access to the Library and Adult Education Facilities in accordance with the terms of the Lease.

ANNEX 1
FORM P01

TO: HEAD OF PLANNING AND ENFORCEMENT
RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM
P01

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 on separate sheet(s) if necessary.

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

☐

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO

ANNEX 2
PLAN

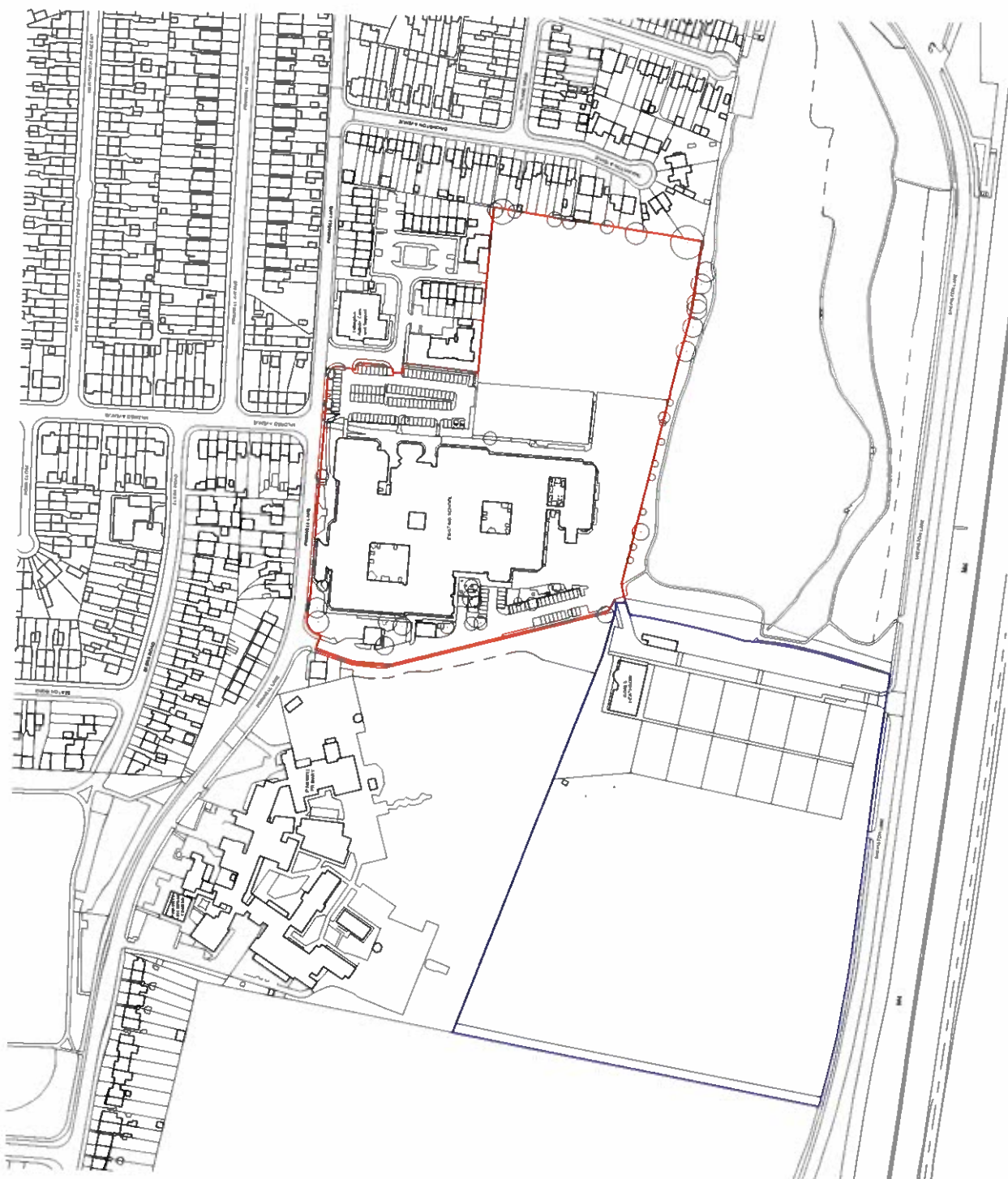


Accepted

Site Boundary
Adjoining land owned

Site Address:

Marlington School
Tinkwell Lane
Layton
London Borough of Hillingdon
UB3 1PB



W. H. Whitson

성명	성별	출생연월일	학력	직업
김영희	여	1945.03.15	고졸	주부
이철호	남	1950.08.20	고졸	주부
박민준	남	1960.01.10	고졸	주부
정수민	남	1970.05.05	고졸	주부
최현정	여	1975.12.01	고졸	주부
한지우	남	1980.09.18	고졸	주부
윤서민	남	1985.04.22	고졸	주부
조민준	남	1990.07.08	고졸	주부
김민준	남	1995.11.03	고졸	주부
이민준	남	2000.02.14	고졸	주부

lsai
ARCHITECTS

1

Water Conservation
Washington School
Location Plan

	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2
--	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	---

2500	10.07.20	140
------	----------	-----

Source: *Journal of the American Statistical Association*, 90(430), 1995, pp. 1039-1052.

ANNEX 3
DRAFT PLANNING PERMISSION

DRAFT

Mr David Ramsay
Vail Williams
Savannah House
3 Ocean Way
Southampton SO14 3TJ

Application Ref: 18948/APP/2020/2551

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

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

Description of development:

Demolition of existing buildings and construction of a new 8FE school including public library, Sixth form classrooms, new NP/ASD/SRP department, adult education classrooms, outdoor and indoor sport and recreation facilities, and associated landscaping and refuse stores/collection points

Location of development: Harlington School Pinkwell Lane Hayes

Date of application: 21 August 2020

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 22 January 2021

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

Amendments required: YES / NO

- NOTES:
- (i) Please also see the informatives included in the Schedule of Conditions.
 - (ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.
 - (iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 18948/APP/2020/2551

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:

18188-LSI-A1-XX-DR-A-1170 Rev. P02;
18188-LSI-A1-XX-DR-A-1174 Rev. P02;
18188-LSI-A1-XX-DR-A-1175 Rev. P02;
18188-LSI- -GF-DR-A-1300 Rev. P07;
18188-LSI- -FF-DR-A-1301 Rev. P07;
18188-LSI- -SF-DR-A-1302 Rev. P07;
18188-LSI- -Rf-DR-A-1303 Rev. P06;
18188-LSI- -XX-DR-A-1304 Rev. P07;
102451-LSI-B1-00-DR-A-2010 Rev. P07;
18188-LSI-A1-XX-DR-A-1350 Rev. P07;
18188-LSI-B1-XX-DR-A-1351 Rev. P07;
102451-ALA-00-XX-DR-L-0002 Rev. P18;
102451-ALA-00-XX-DR-L-0017 Rev. P01;
1422EHA-MET-ZZ-00-DR-E-6305 Rev. S3 - P02;
1422EHA-MET-ZZ-00-DR-E-6306 Rev. S3 - 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).

SCHEDULE OF CONDITIONS

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

Planning Statement (Dated November 2020);
Design and Access Statement Rev. P04 (Dated December 2020);
75269 Rev. 01 Transport Statement (Dated 6th August 2020);
75269 Rev. 00 Delivery and Servicing Plan (Dated 30th July 2020);
Travel Plan (Submitted 21st August 2020);
Arboricultural Survey (Dated March 2018)
735292-01 (00) Desk Study and Preliminary Risk Assessment (Dated 31st July 2020);
Energy and Sustainability Strategy Rev. P01 (Dated August 2020);
09-19-79638 Air Quality Impact Assessment (Dated August 2020);
Air Quality Assessment Letter (Dated 6th August 2020);
PLO003-HAR-PEA Preliminary Ecological Appraisal (Dated 10th March 2017);
24919/ENS1 Environmental Noise Survey Report (Dated 5th March 2018);
9201 Rev. T02 Drainage Layout Sheet 1;
9202 Rev. T02 Drainage Layout Sheet 2;
9203 Rev. T02 Drainage Layout Sheet 3; and
9204 Rev. T02 Drainage Layout Sheet 4.

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 Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

- 4 Prior to commencement of any works above ground floor level pertaining to the (a) Main School Building and the (b) Sports Block, detail of the following shall be submitted to and approved in writing by the Local Planning Authority:
- (i) Brickwork (including the construction of samples on site for inspection);
 - (ii) Entrances;
 - (iii) Windows;
 - (iv) Doors;
 - (v) Cladding; and
 - (vi) Parapets.

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 - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

5. No site clearance or construction work shall take place until the details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:
1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.
 2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority such fencing should be a minimum height of 1.5 metres.
- Thereafter, the development shall be implemented in accordance with the approved details. The fencing shall be retained in position until development is completed. The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:
- 2.a There shall be no changes in ground levels;
 - 2.b No materials or plant shall be stored;
 - 2.c No buildings or temporary buildings shall be erected or stationed.
 - 2.d No materials or waste shall be burnt; and
 - 2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.
3. Where the arboricultural method statement recommends that the tree protection measures for a site will be monitored and supervised by an arboricultural consultant at key stages of the development, records of the site inspections / meetings shall be submitted to the Local Planning Authority.

REASON

To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with Policy DMHB 14 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

- 6 . Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs'. Remedial work should be carried out to BS 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 - Development Management Policies (January 2020) and to comply with Section 197 of the Town and Country Planning Act 1990.

SCHEDULE OF CONDITIONS

7. Prior to commencement of above ground works, a 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),
 - 1.b Written specification of planting and cultivation works to be undertaken,
 - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate including pollution absorbing species.Landscape plans shall include pollution absorbing and native planting species. The planting on the eastern part of the site shall also include mature tree planting along the entirety of the boundary with Oakington Avenue.
 2. Details of Hard Landscaping
 - 2.a Refuse Storage
 - 2.b Cycle Storage demonstrating provision of:
 - 140 no. long stay cycle parking spaces
 - 10 no. short stay cycle parking spaces (comprising 5 no. cycle hoops)
 - 2.c Means of enclosure/boundary treatments
 - 2.d Car Parking Layouts, demonstrating the provision of:
 - 95 no. standard car parking spaces and 4 no. accessible car parking spaces in the main eastern car park (including 5 no. active electrical vehicle charging points and 5 no. passive electrical vehicle charging points)
 - 36 no. standard car parking spaces in the western car park (including 2 no. active electrical vehicle charging points and 2 no. passive electrical vehicle charging points)
 - 7 no. motorcycle, moped and scooter parking spaces
 - 2.e Hard Surfacing Materials
 - 2.f External Lighting
 - 2.g Other structures (including play equipment and furniture)
 3. Details of Landscape Maintenance
 - 3.a Landscape Maintenance Schedule for a minimum period of 5 years.
 - 3.b Proposals for the replacement of any tree, shrub, or area of surfacing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
 4. Schedule for Implementation
 5. Other
 - 5.a Existing and proposed functional services above and below ground
 - 5.b Proposed finishing levels or contours (the proposed 1:6 graded slope from road to pitch as shown on drawing no. 102451-ALA-00-XX-DR-L-0002 should be revised to comply with the relevant technical specifications set out in BS8300:2018).

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 DME1 1 of the Hillingdon Local Plan: Part 2 (2020) and Policies G1, G5, T5 and T6 of the London Plan (2021).

SCHEDULE OF CONDITIONS

- 8 - Prior to commencement of above ground works, details of the proposed brick pier/entrance gate structure (shown on approved drawing reference 102451-ALA-00-XX-DR-L-0002 Rev. P18) 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 - Development Management Policies (January 2020).

- 9 - Prior to commencement of any building envelope works, details of a green roof and/or green wall shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Ministry of Defence and Heathrow Airport Ltd. This shall include either:

a) Details and plans identifying the inclusion of a green roof and/or green wall, alongside:

- 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.

b) Or justification as to why no part of the development can include a green roof and/or green wall.

The green roof and/or green wall shall thereafter be constructed and retained in accordance with the details submitted in perpetuity and shall not be removed or altered without the prior written consent of the Local Planning Authority.

REASON

To ensure that the landscaped areas are retained in accordance with the approved plans in order to preserve and enhance the visual amenities of the locality in compliance with Policies DMHB 11, DMHB 14 and DMEI 1 of the of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

- 10 Prior to commencement of development (excluding demolition and site clearance), a scheme to protect and enhance the nature conservation interest of the site shall be submitted to and approved in writing by the Local Planning Authority.

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

REASON

To ensure the development contributes to a net gain in biodiversity in accordance with Policy DME1 7 of the Hillingdon Local Plan: Part 2 (2020), Policy EM7 of the Hillingdon Local Plan: Part 1 (2012), Policy G6 of the London Plan (2021) and the National Planning Policy Framework (2019).

- 11 Prior to the commencement of any superstructure works, a Bird Hazard Management Plan shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Ministry of Defence and Heathrow Airport Ltd. In the interests of maintaining air traffic safety this plan should include, but not be limited to, measures for the applicant/operator of the site to:
1. Prevent the successful breeding of gulls at the site by appropriate licensed means;
 2. At the reasonable request of the MOD disperse any gulls or other bird populations considered by the MOD to pose an unacceptable hazard to air traffic;
 3. Manage any flat/shallow pitched roofs on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. This would normally require the provision of a means of safe access to roofs for personnel undertaking bird control measures; and
 4. Ensure that any landscaping plan submitted for the site is designed to minimise the creation of habitat or an attractant environment for large or flocking bird species.

N.B. The management plan shall comply with Advice Note 8 'Potential Bird Hazards from Building Design'.

The Bird Hazard Management Plan shall be implemented strictly in accordance with those details approved and shall operate in perpetuity or until such time as RAF Northolt is no longer operational. No subsequent alterations to the Bird Hazard Management Plan are to take place unless first submitted to and approved in writing by the Local Planning Authority in consultation with MOD.

REASON

To ensure that the site does not provide a habitat or attractant environment for any large or flocking bird species that might form a hazard to aviation. To ensure the development accords with the requirements of Policy DMAV 1 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and paragraphs 95 and 182 of the National Planning Policy Framework (2019).

SCHEDULE OF CONDITIONS

12. Prior to commencement of development, a full and detailed Construction Management Plan shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Ministry of Defence (MOD). This shall cover the entirety of the application site and any adjoining land which will be used during the construction period. The plan shall detail:
- (i) The phasing of development works.
 - (ii) The hours during which development works will occur (please refer to informative I15 for maximum permitted working hours, the start time should not be before 08.00 hours).
 - (iii) A programme to demonstrate that the most valuable or potentially contaminating materials and fittings can be removed safely and intact for later re-use or processing.
 - (iv) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
 - (v) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours).
 - (vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process, in accordance with the GLA Control of Dust and Emissions from Construction and Demolition SPG (or any successor document).
 - (vii) The storage of demolition/construction materials on site.

As requested by the MOD, the strategy shall include the details of cranes and any other tall construction equipment (including details of obstacle lighting) to be used in the preparation of the site and construction of the building and a schedule identifying when this equipment will be present. The construction management plan shall set out the procedures to be followed in the event that there is any variation to this schedule.

The development shall be carried out strictly in accordance with the details approved or in accordance with any variation to that strategy approved in writing by the Local Planning Authority in consultation with MOD.

REASON

- To safeguard the amenity of surrounding areas in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020).
- To ensure that the development reduces and manages its air quality impacts in an Air Quality Management Area, in accordance with the Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DME1 14 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 1 of the London Plan (2021) and the National Planning Policy Framework (2019).
- To ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter/receiver systems. To ensure the development accords with the requirements of Policy DMAV 1 of the Hillingdon Local Plan: Part 2 (2020) and paragraphs 95 and 182 of the National Planning Policy Framework (2019).

SCHEDULE OF CONDITIONS

- 13 · Prior to commencement of development, a full and detailed Construction Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority.

This should be in accordance with Transport for London's Construction Logistic Planning Guidance and detail the management of construction traffic, including vehicle types, frequency of visits, expected daily time frames, use of an onsite banksman, on-site loading/unloading arrangements and parking of site operative vehicles.

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

REASON

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 minimizes emissions, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policies SI 1 and T7 of the London Plan (2021).

- 14 · Prior to occupation of the development, a Service and Delivery Plan shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, servicing and deliveries shall be carried out as agreed within this approved plan.

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 Policy T7 of the London Plan (2021).

- 15 · No above ground development shall be undertaken until a clear and effective emission mitigation and exposure reduction strategy has been submitted to and approved in writing by the Local Planning Authority. The strategy shall include, but not be restricted to:

a) Feasible measures as per the Mayor's Toolkit of Measures to Improve Air Quality at Schools (see https://www.london.gov.uk/sites/default/files/school_aq_audits_-_toolkit_of_measures_dr_v3.3.pdf) and

b) The implementation of a green wall, preventing exposure from the M4 traffic emissions.

The measures in the agreed scheme shall be maintained throughout the life of the development.

REASON

As the application site is within an Air Quality Management Area and to reduce the impact on air quality in accordance with Policy EM8 of the 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 paragraph 170 of the National Planning Policy Framework (2019).

SCHEDULE OF CONDITIONS

- 16 · 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 DME1 14 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 1 of the London Plan (2021) and paragraph 170 of the National Planning Policy Framework (2019).

- 17 · No demolition or development shall take place until a Stage 1 Written Scheme of Investigation (WSI) has been submitted to and approved in writing by the Local Planning Authority, in consultation with Historic England's Greater London Archaeology Advisory Service. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works

B. Where appropriate, details of a programme for delivering related positive public benefits.

C. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. this part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

REASON

To secure the provision of archaeological investigation and the subsequent recording of the remains prior to development, in accordance with Policy DMHB 7 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and paragraph 199 of the National Planning Policy Framework (February 2019).

SCHEDULE OF CONDITIONS

- 18 . No development shall proceed beyond the steel/timber/concrete superstructure (including roof structure) of any building proposed until a final comprehensive Fire Statement has been submitted to and approved in writing by the Local Planning Authority. The statement should detail how the development proposal will function in terms of:
- i) the building's construction: methods, products and materials used, including manufacturers' details
 - ii) the means of escape for all building users: suitably designed stair cores, escape for building users who are disabled or require level access, and associated evacuation strategy approach
 - iii) features which reduce the risk to life: fire alarm systems, passive and active fire safety measures and associated management and maintenance plans
 - iv) access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these
 - v) how provision will be made within the curtilage of the site to enable fire appliances to gain access to the building
 - vi) ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures.

The measures in the agreed scheme shall be implemented prior to first occupation and maintained throughout the life of the development.

REASON

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

- 19 . The buildings and car parks 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 exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000 to ensure the development provides a safe and secure environment in accordance with Policy DMHB 15 of the Hillingdon Local Plan: Part 2 (2020) and Policy D11 of the London Plan (2021).

SCHEDULE OF CONDITIONS

- 20 Prior to the commencement of above ground construction works (excluding demolition and site clearance), full details of the low and zero carbon technology required to meet the CO2 reductions identified in the Energy and Sustainability Strategy Rev. P01 (Dated August 2020) shall be submitted and approved in writing by the Local Planning Authority. The details shall include full specifications, locations of equipment and associated emissions (noise/odour/gas).

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

REASON

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

SCHEDULE OF CONDITIONS

- 21 (i) The development shall not commence until a scheme to deal with contamination has been submitted to and approved by the Local Planning Authority (LPA). All works which form part of a remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:
- a) A site investigation, including where relevant sampling of ground gas, soils, surface and groundwater, together with the results of analysis and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and
 - (b) A written method statement providing details of the remediation scheme and how the completion of the remedial works for each phase will be verified shall be agreed in writing with the LPA prior to commencement of each phase, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.
- (ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and
- (iii) Upon completion of the approved remedial works, this condition will not be discharged until a comprehensive verification report has been submitted to and approved by the LPA. The report shall include the details of the final remediation works and their verification to show that the works for each phase have been carried out in full and in accordance with the approved methodology.
- (iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the results of this testing shall be submitted and approved in writing by the Local Planning Authority. All soils used for gardens and/or landscaping purposes shall be clean and free of contamination.

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 Policy DME1 12 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

- 22 · Prior to above ground works, the following shall be submitted to and approved in writing by the Local Planning Authority:
- (i) A BS 4142:2014+A1:2019 assessment of the proposed plant noise limits, with baseline sound level data updated as necessary.
 - (ii) Assessment of the potential adverse effect of noise from the sports and community use on neighbouring noise sensitive receptors (in particular in the evenings and at weekends) has been considered and minimised as far as practicable.
 - (iii) A Noise Management Plan or equivalent covering community use of the sports and community facilities, and service related activities.
 - (iv) Details of the final noise mitigation strategy to protect the development's indoor noise-sensitive uses from external noise ingress, with baseline sound levels updated as necessary.
 - (v) Details of ambient noise levels in outdoor teaching areas and any mitigation required.

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

REASON

To safeguard the amenity of the surrounding area in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

- 23 · Prior to occupation, details of signage for the western staff car park shall be submitted to and approved in writing by the Local Planning Authority. The signage should warn drivers that they are sharing the space with pedestrians.

REASON

To reduce the risk of conflict between pedestrians and vehicles, in accordance with Policies DMT 1, DMT 2 and DMT 5 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

24. Prior to commencement (excluding demolition and site clearance), a scheme for the provision of sustainable water management shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall clearly demonstrate how it manages water and demonstrate ways of controlling the surface water on site by providing information on:

a) Sustainable Drainage features:

- i. Surface water discharge - the submitted drainage strategy must identify the proposed method and location of discharging collected surface water from the site in accordance with the hierarchy set out in Policy 5.13 of the London Plan. Where the proposal does not utilise the most sustainable solution, justification must be provided. Any proposal that includes a connection to a private sewer network should provide details of the condition and ownership of the entire drainage route to a public sewer or ordinary watercourse.
- ii. SuDS - the submitted drainage strategy should incorporate Sustainable Drainage System (SuDS) elements that are embedded, where practicable, within the landscaping plan for the development. Preference should be given to above-ground SuDS elements that control water at source and provide wider biodiversity, water quality and amenity benefits.
- iii. Runoff rates - surface water discharge from the site must be less than existing runoff rates at a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus 40% climate change, and it must be demonstrated that there is sufficient capacity in the receiving ordinary watercourse (including culverted sections) to accept the proposed peak surface water runoff rate without increasing the risk of flooding. Surface water discharge from the site into Frogs Ditch or Thames Water sewer must be no greater than greenfield runoff rates and the scheme must identify any requirements for offsite storage.
- iv. Drainage calculations - include calculations to demonstrate that the volume of storage and size of drainage features provided is adequate to control surface water for a range of storm duration and rainfall intensities for events up to and including the critical 1 in 100 plus 40% climate change rainfall event.
- v. Exceedance routes - provide a plan showing the route surface water will take through the development for rainfall events exceeding the 1 in 100 year event. Where it is intended to store water on the ground surface, the maximum extent of overland flooding should be mapped and include details on flow paths, depths and velocities. Safe access and egress for the site must be demonstrated.

b) Long-term management and maintenance of the drainage system.

- i. Provide a Management and Maintenance Plan for the drainage system that includes clear plans showing all of the drainage network above and below ground, and identifies the responsibility of different parties for each component of the drainage network.
- ii. Include details of the necessary inspection regimes and maintenance frequencies.
- iii. Where managed flooding of the ground surface is proposed, the plan should include the appropriate actions for those areas and document the actions required to ensure the safety of the users of the site during a rainfall event.

SCHEDULE OF CONDITIONS

24 . c) Minimise water use.

- i. incorporate water saving measures and equipment.
- ii. provide details to demonstrate how provide details of how rain and/or grey water will be recycled and reused in the development or where this is not achievable, demonstrate suitable justification as to why no part of the development can include rain and/or grey water recycling and reuse.

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

REASON

To ensure sustainable water management is implemented, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policies DME1 1, DME1 9 and DME1 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 13 of the London Plan (2021) and National Planning Policy Framework (2019).

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

REASON

To prevent any detrimental impact on local underground sewerage utility infrastructure and/or contamination of controlled waters from existing land mobilised by the building work and new development in accordance with Policy DME1 12 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

- 26 . Use of the development shall not commence until a Community Use Agreement prepared in consultation with Sport England has been submitted to and approved in writing by the Local Planning Authority, and a copy of the completed approved agreement has been provided to the Local Planning Authority. The agreement shall apply to the indoor and outdoor sports facilities and ancillary facilities and include details of pricing policy, hours of use, access by non-educational establishment users, management responsibilities and a mechanism for review. The development shall not be used otherwise than in strict compliance with the approved agreement.

REASON

To secure well managed safe community access to the sports facility/facilities, to ensure sufficient benefit to the development of sport and to accord with Policy S5 of the London Plan (2021).

SCHEDULE OF CONDITIONS

- 27 . (a) No development shall commence until the following documents have been submitted to and approved in writing by the Local Planning Authority after consultation with Sport England:
- (i) A detailed assessment of ground conditions (including drainage and topography) of the land proposed for the playing field which identifies constraints which could adversely affect playing field quality; and
 - (ii) Where the results of the assessment to be carried out pursuant to (i) above identify constraints which could adversely affect playing field quality, a detailed scheme to address any such constraints. The scheme shall include a written specification of the proposed soils structure, proposed drainage, cultivation and other operations associated with grass and sports turf establishment and a programme of implementation.
- (b) The approved scheme shall be carried out in full and in accordance with the approved programme of implementation. The land shall thereafter be maintained in accordance with the scheme and made available for playing field use in accordance with the scheme.

REASON

To ensure that the playing field is prepared to an adequate standard and is fit for purpose and to accord with Paragraph 97 of the National Planning Policy Framework (February 2019) and Sport England Playing Field Policy (March 2018).

- 28 . No development shall commence until a scheme to ensure the continuity of the existing sports use for existing users has been submitted to and approved in writing by the Local Planning Authority after consultation with Sport England. The scheme must include details of facilities with spare capacity where any users will be relocated for an interim period together with arrangements for access. The scheme must include a timetable for when users will be using other facilities. The approved scheme shall be implemented and complied with in full until all sports facilities hereby permitted are ready for use.

REASON

To ensure the satisfactory accessibility of provision which secures a continuity of use and to accord with Chapter 8 of the National Planning Policy Framework (February 2019) and Sport England Playing Field Policy (March 2018).

- 29 . The artificial cricket wicket hereby permitted shall be designed and constructed in accordance with ECB TS6 guidance and shall be available for use prior to first use of the development hereby permitted.

REASON

To ensure the facilities are fit for purpose and to accord with Sport England Playing Field Policy (March 2018).

SCHEDULE OF CONDITIONS

- 30 . Prior to occupation of the development, a scheme for the control of internal and external lighting shall be submitted to and approved in writing by the Local Planning Authority. This should detail the times when lights will be turned on and off during the day and night and should accord with the requirements of the Community Use Agreement. The lighting of the school buildings shall also employ devices that automatically turn the lights off when the rooms are not in use.

The lighting levels of all external lighting shall be implemented in accordance with drawing no. 1422EHA-MET-ZZ-00-DR-E-6306 rev S3-P01.

Thereafter, lighting shall be operated as agreed within this approved scheme.

REASON:

In the interests of energy conservation and to reduce any impact on neighbouring residents, in accordance with Policies DMEI 2 and DMEI 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

- 31 . Use of the development shall not commence until a Public Library and adult education Management Plan has been submitted to and approved in writing by the Local Planning Authority. The agreement shall apply to the public adult education, library and ancillary facilities and include details of hours of use, access (including the type/location of access control) by non-educational establishment users, management responsibilities and a mechanism for review. The development shall not be used otherwise than in strict compliance with the approved plan and maintained for the life of the development.

REASON:

To secure well managed and safe community access to the public library and to safeguard school pupils, in accordance with Policies DMHB 15 and DMCI 1A of the Hillingdon Local Plan: Part 2 (2020) and Policies D11 and S3 of the London Plan (2021).

INFORMATIVES:

- 1 . The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 . 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.

DMCI 1	Retention of Existing Community Sport and Education Facilities
DMCI 1A	Development of New Education Floorspace
DMCI 7	Planning Obligations and Community Infrastructure Levy
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 10	Water Management, Efficiency and Quality

SCHEDULE OF CONDITIONS

DMEI 12	Development of Land Affected by Contamination
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 6	Development in Green Edge Locations
DMEI 7	Biodiversity Protection and Enhancement
DMEI 9	Management of Flood Risk
DMHB 11	Design of New Development
DMHB 12	Streets and Public Realm
DMHB 14	Trees and Landscaping
DMHB 15	Planning for Safer Places
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
LPP 3.16	(2016) Protection and enhancement of social infrastructure
LPP 3.18	(2016) Education Facilities
LPP 3.19	(2016) Sports Facilities
LPP 5.10	(2016) Urban Greening
LPP 5.11	(2016) Green roofs and development site environs
LPP 5.12	(2016) Flood risk management
LPP 5.13	(2016) Sustainable drainage
LPP 5.14	(2016) Water quality and wastewater infrastructure
LPP 5.15	(2016) Water use and supplies
LPP 5.2	(2016) Minimising Carbon Dioxide Emissions
LPP 5.21	(2016) Contaminated land
LPP 6.10	(2016) Walking
LPP 6.11	(2016) Smoothing Traffic Flow and Tackling Congestion
LPP 6.13	(2016) Parking
LPP 6.3	(2016) Assessing effects of development on transport capacity
LPP 7.1	(2016) Lifetime Neighbourhoods
LPP 7.14	(2016) Improving air quality
LPP 7.15	(2016) Reducing and managing noise, improving and enhancing the acoustic environment and promoting appropriate soundscapes.
LPP 7.16	(2016) Green Belt
LPP 7.19	(2016) Biodiversity and access to nature
LPP 7.2	(2016) An inclusive environment
LPP 7.4	(2016) Local character

SCHEDULE OF CONDITIONS

LPP 7.5	(2016) Public realm
LPP 7.6	(2016) Architecture
LPP 8.2	(2016) Planning obligations
LPP 8.3	(2016) Community infrastructure levy
LPP 8.4	(2016) Monitoring and review
NPPF- 12	NPPF-12 2018 - Achieving well-designed places
NPPF- 13	NPPF-13 2018 - Protecting Green Belt land
NPPF- 15	NPPF-15 2018 - Conserving and enhancing the natural environment
NPPF- 2	NPPF-2 2018 - Achieving sustainable development
NPPF- 9	NPPF-9 2018 - Promoting sustainable transport

- 3 . In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.
- 4 . This permission does not authorise the display of advertisements or signs which are not deemed consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Due to the number and size of signs proposed, it is advised that the applicant submits an application for consent to display advertisements.
- 5 . Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-
 - A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.
 - B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.
 - C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance 'The Control of dust and emissions from construction and demolition.
 - D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit (www.hillingdon.gov.uk/noise Tel. 01895 250155) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out

SCHEDULE OF CONDITIONS

construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

- 6 . The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

There are public sewers crossing or close to your development. If you're planning significant work near our sewers, it's important that you minimize the risk of damage. We'll need to check that your development doesn't limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>.

A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

- 7 . The London Fire Commissioner strongly recommends that sprinklers are considered for new developments and major alterations to existing premises, particularly where the proposals relate to schools and care homes. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and housing providers, and can reduce the risk to life. The Commissioner's opinion is that there are opportunities for developers and building owners to install sprinkler systems in order to save money, save property and protect the lives of occupier.

8 . Bird Hazard Management Plan

The Bird Hazard Management Plan must ensure that flat/shallow pitched roofs be constructed to allow access to all areas by foot using permanent fixed access stairs ladders or similar. The owner/occupier must not allow gulls, to nest, roost or loaf on the building. Checks must be made weekly or sooner if bird activity dictates, during the breeding season. Outside of the breeding season gull activity must be monitored and the roof checked regularly to ensure that gulls do not utilise the roof. Any gulls found

SCHEDULE OF CONDITIONS

nesting, roosting or loafing must be dispersed by the owner/occupier when detected or when requested by Heathrow Airside Operations staff. In some instances, it may be necessary to contact Heathrow Airside Operations staff before bird dispersal takes place. The owner/occupier must remove any nests or eggs found on the roof. The breeding season for gulls typically runs from March to June. The owner/occupier must obtain the appropriate licences where applicable from Natural England before the removal of nests and eggs.

Landscaping

The development is close to the airport and the landscaping which it includes may attract birds which in turn may create an unacceptable increase in bird strike hazard. Any such landscaping should, therefore, be carefully designed to minimise its attractiveness to hazardous species of birds. Your attention is drawn to Advice Note 3, 'Wildlife Hazards' (available at <http://www.aoa.org.uk/wp-content/uploads/2016/09/Advice-Note-3-Wildlife-Hazards2016.pdf>).

Cranes

Given the nature of the proposed development it is possible that a crane may be required during its construction. We would, therefore, draw the applicant's attention to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at <http://www.aoa.org.uk/wp-content/uploads/2016/09/Advice-Note-4-Cranes-2016.pdf>).

- 9 . The SuDS proposed for the site include tanked permeable paving underneath the MUGA pitch, a cellular attenuation tank underneath a grassed area to the south east and two triangular swales in the quadrant play zone. The swales will be seeded with grass and are designed to be shallow dry basins. As long as these are dry and do not hold open water on a regular basis, then this should not result in an attractant for hazardous birds.
- 10 . Informative: The applicant is advised that the scheme should ensure that the replacement playing field is of, at least, the same quality as the playing field to be lost and must comply with the relevant industry Technical Guidance, including guidance published by Sport England, National Governing Bodies for Sport. Particular attention is drawn to 'Natural Turf for Sport', (Sport England, 2011).

END OF SCHEDULE

Address:

Residents Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref.No.: 18948/APP/2020/2551

SCHEDULE OF PLANS

735292-01 (00) Desk Study and Preliminary Risk Assessment (Dated 31st July 2020)
- received 14 Aug 2020

L191068 Rev. P01 Drainage Strategy and Water Quality Management Report (Dated August 2020) - received 18 Aug 2020

Energy and Sustainability Strategy Rev. P01 - received 14 Aug 2020

L191068 Rev. P01 Flood Risk Assessment (Dated August 2020) - received 14 Aug 2020

Air Quality Assessment Letter (Dated 6th August 2020) - received 21 Aug 2020

PLO003-HAR-PEA Preliminary Ecological Appraisal (Dated 10th March 2017) - received 14 Aug 2020

09-19-79638 Air Quality Impact Assessment (Dated August 2020) - received 21 Aug 2020

Travel Plan (Dated August 2020) - received 21 Aug 2020

Cover Letter (Dated August 2020) - received 14 Aug 2020

102451-ALA-00-XX-DR-L-0009 Rev. P07 - received 22 Oct 2020

102451-ALA-00-XX-DR-L-0018 Rev. P03 - received 22 Oct 2020

102451-ALA-00-XX-DR-L-0019 Rev. P05 - received 22 Oct 2020

102451-ALA-00-XX-DR-L-0003 Rev. P07 - received 14 Aug 2020

102451-ALA-00-XX-DR-L-0005 Rev. P04 - received 14 Aug 2020

102451-ALA-00-XX-DR-L-0006 Rev. P03 - received 14 Aug 2020

102451-ALA-00-XX-DR-L-0007 Rev. P02 - received 14 Aug 2020

102451-ALA-00-XX-DR-L-0011 Rev. P04 - received 14 Aug 2020

102451-ALA-00-XX-DR-L-0017 Rev. P01 - received 14 Aug 2020

1422EHA-MET-ZZ-00-DR-E-6305 Rev. S3 - P02 - received 14 Aug 2020

1422EHA-MET-ZZ-00-DR-E-6306 Rev. S3 - P01 - received 14 Aug 2020

75269 Rev. 00 Delivery and Servicing Plan (Dated 30th July 2020) - received 14 Aug 2020

102451-ALA-XX-XX-RP-L-0001 P02 Visual Impact Analysis (Dated 31st July 2020) - received 14 Aug 2020

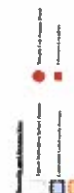
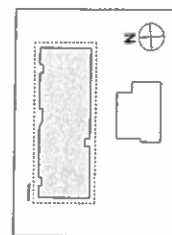
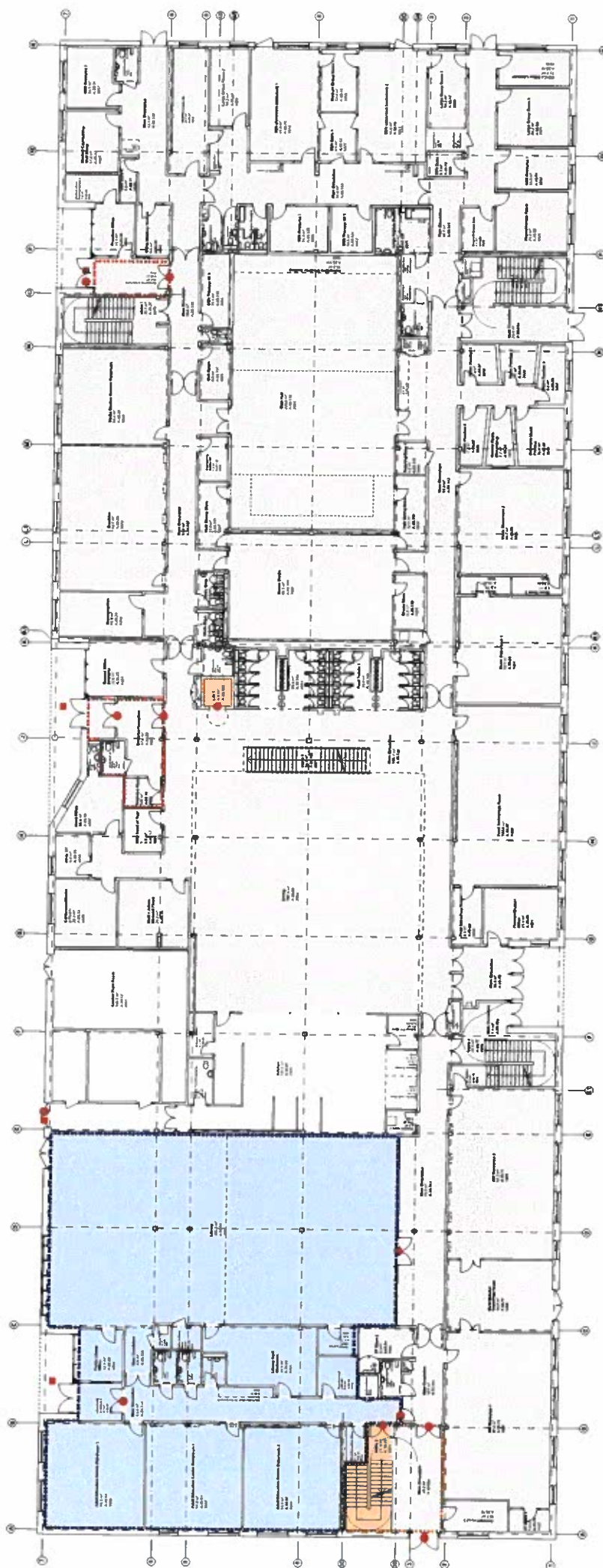
75269 Rev. 01 Transport Statement (Dated 6th August 2020) - received 14 Aug 2020

102451-LSI-B1-00-DR-A-2010 Rev. P07 - received 14 Dec 2020

102451-ALA-00-XX-DR-L-0002 Rev. P18 - received 11 Nov 2020

102451-ALA-00-XX-DR-L-0016 Rev. P01 - received 11 Nov 2020
18188-LSI-A1-XX-DR-A-1350 Rev. P07 - received 11 Nov 2020
18188-LSI-B1-XX-DR-A-1351 Rev. P07 - received 11 Nov 2020
18188-LSI- -GF-DR-A-1300 Rev. P07 - received 11 Nov 2020
18188-LSI- -FF-DR-A-1301 Rev. P07 - received 11 Nov 2020
18188-LSI- -SF-DR-A-1302 Rev. P07 - received 11 Nov 2020
18188-LSI- -Rf-DR-A-1303 Rev. P06 - received 11 Nov 2020
18188-LSI- -XX-DR-A-1304 Rev. P07 - received 11 Nov 2020
GEO18-043 - received 11 Nov 2020
Planning Statement (Dated November 2020) - received 11 Nov 2020
102451-ALA-00-XX-DR-L-0013 Rev. P03 - received 14 Aug 2020
18188-LSI-A1-XX-DR-A-1174 Rev. P02 - received 14 Aug 2020
18188-LSI-A1-XX-DR-A-1175 Rev. P02 - received 14 Aug 2020
18188-LSI-A1-XX-DR-A-1170 Rev. P02 - received 02 Sep 2020
Design and Access Statement Rev. P04 (Dated December 2020) - received 11 Dec 2020

ANNEX 4
PUBLIC ACCESS PLAN
LIBRARY AND EDUCATION FACILITIES



VfRWattismen

Alan
Chapman

MEMBER OF
THE COUNCIL

27

AUTHORISED
OFFICER

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

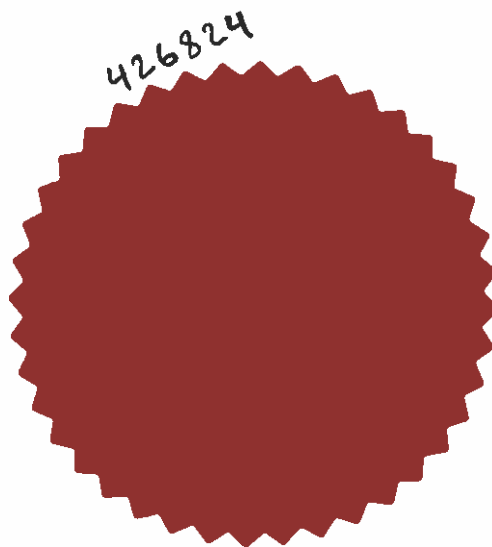
was duly affixed to this Deed
in the presence of:-

MEMBER OF
THE COUNCIL.....

Alan Chapman

AUTHORISED OFFICER.....

S. G. -



EXECUTED AS A DEED by
**THE GOVERNING BODY OF
HARLINGTON SCHOOL** acting by: -

DIRECTOR.....

Col Muddell

Witness Signature.....

P. Frost

Witness Name.....

PAMELA FROST

Witness Address.....

*8 CONWAY COURT
PINSTONE WAY, TATLING END,
GERRARDS CROSS, Bucks, SL9 7BU*

Witness Occupation.....

PERSONAL ASSISTANT

THE CORPORATE SEAL of)
the SECRETARY OF STATE FOR)
EDUCATION herewith affixed is)
authenticated by:

LFRWhitesman
Authorised by the Secretary of State

LOUISE WHITESMAN
Full name (BLOCK CAPITALS)

