

DATED

19TH JANUARY

2024

THE GIRLS' DAY SCHOOL TRUST

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
NORTHWOOD COLLEGE EDUCATIONAL FOUNDATION**

MAXWELL ROAD

LONDON

HA6 2YE

PLANNING APPLICATION NUMBER: 2082/APP/2023/516

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: 3E/04/022458

THIS PLANNING OBLIGATION BY DEED is dated

19TH JANUARY 2024

and is made **BETWEEN:**

1. **THE GIRLS' DAY SCHOOL TRUST** (company number 00006400) a company incorporated in England and Wales whose registered office is situated at 10 Bressenden Place, London SW1E 5DH ("the Owner");

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

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Land registered under Title Nos. NGL20566 and NGL309235 at the Land Registry "the Land"
- C On 22nd February 2023, the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Site pursuant to the Planning Permission.
- E The Council resolved at its Major Applications Planning Committee meeting on 26th July 2023 to delegate authority to determine the Planning Application to the Director of Planning, Regeneration and Environment subject to the prior completion of this Agreement.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

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

"1980 Act"	means the Highways Act 1980 (as amended);
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Air Quality Contribution"	means the Indexed Linked sum of £12,222.00 referred to in Schedule 1 as a financial contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to): <ul style="list-style-type: none"> - 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 in accordance with paragraphs 5.10-5.13 of the Council's Planning Obligations Supplementary Planning Document (July 2014);
"All Weather Sports Pitch"	Means the sports pitch subject to the Planning Permission and shown within the land outlined in red on the Plan (but for the avoidance of doubt only forming part of the land outlined red)
"Auditor"	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of the Monitoring;
"Authority's Area"	means the administrative area of the Council;
"Car"	means a four (4) wheeled motor vehicle other than one powered by electricity;
"Commencement of Development"	means the change of use permitted by the Planning Permission: <ul style="list-style-type: none"> - Use of the All Weather Sports Pitch: <ul style="list-style-type: none"> (i) by the School and the community to be secured by the community use agreement in Condition 14 of the Planning Permission in accordance with the following times; (ii) 09.00 to 21.00 Mondays to Fridays 09.00 to 18.00 Saturdays 10.00 to 16.00 Sundays; and No use on Bank Holidays as permitted by Condition 8 of the Planning Permission and Commence and Commenced shall be construed accordingly;
"Contributions"	means the Air Quality Contribution in Schedule 1 of this Deed;
"Director of Planning, Regeneration and Environment"	means the Council's Director of Planning, Regeneration and Environment;

"Development"	means the development of the Site pursuant to the Planning Permission for Variation of Conditions 12 (All-Weather Pitch Hours of Use) and 13 (All-Weather Pitch Restriction of Use) of planning permission ref. 2082/APP/2007/1411 dated 11-09-2007 (Removal of existing building and construction of new early years centre and relocation of all-weather sports surface playing field (approved under planning application ref. 2082/APP/2003/1103) including details of design and layout) to change the permitted operating hours and use of the all-weather pitch;
"Form PO1"	means the form in the substantial format attached at Appendix 1 of this Deed;
"Index Linked"	means the application of the formula provided at Clause 15 of this Deed;
'Monitoring'	means a survey of the School and community users authorised pursuant to the Planning Permission on a temporary basis for 24 months from the date of the Planning Permission for the approved hours in condition 8 and the community use agreement in condition 14 of the Planning Permission making the journey to/from the School for the purposes of using the All Weather Sports Pitches shown outlined in red on the attached Plan, using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by such persons (or any alternative method of achieving that object approved in writing by the Council from time to time);
"Monitoring Period"	means the period of up to a maximum of five (5) years beginning on Commencement of Development of the Development permitted by the Planning Permission;
"Plan "	means the plan attached to this Agreement at Appendix 2 of this Deed;
"Planning Application"	means the application for planning permission for under the Council's reference number 2082/APP/2023/516;
"Planning Permission"	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 of this Deed;
"Planning Reference"	means planning reference 2082/APP/2023/516;
"Project Management and Monitoring Fee"	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
"School"	means Northwood College Educational Foundation;
"Site"	means the property known as Northwood College Educational Foundation, Maxwell Road, London, HA6 2YE and shown for

	identification purposes only edged red on the Plan;
"Specified Date"	means the date upon which an obligation arising under this Agreement is due to be performed;
"Targets"	means for targets for achieving a decrease in the proportion of persons travelling to and from the Development by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Development;
"Travel Plan"	means the School travel plan in respect of Condition 8 Hours Of Use of the Planning Permission to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the All Weather Sports Pitch Development other than by the driver only private car in accordance with Schedule 2 of this Deed, paragraphs 5.8-5.9 of the Council's Planning Obligations Supplementary Planning Document (July 2014);
"Travel Plan Co-Ordinator"	means the person or persons to be appointed by the Owner to act as co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
"Working Day"	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Agreement:

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

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

2 LEGAL BASIS

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and the Security Trustee and their successors in title to the Site

3 CONDITIONALITY

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

- (i) the grant of the Planning Permission; and

- (ii) Commencement of the Development All other parts of this Agreement shall be of immediate force and effect unless otherwise stated.

4 MISCELLANEOUS

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

5 THE OWNER'S PLANNING OBLIGATIONS

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

6 COSTS

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

7 REGISTRATION OF AGREEMENT

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

8 RIGHT OF ACCESS

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

9. ARBITRATION

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

10. THIRD PARTIES

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

11. NOTICES

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

- 11.2 Any notice to be served under or in connection with this Agreement shall be sent to the:
- a) Interim Head of Planning Regeneration and Public Realm, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
 - b) The Owner at Trust Office Estates, GDST, 10 Bressenden Place, London, SW1E 5DH.

12. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that it intends to commence the Development by completing and sending Form PO1 to the Council addressed to the Interim Head of Planning Regeneration and Environment, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

13. CHANGE IN OWNERSHIP

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

14. CONTRIBUTIONS

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

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

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

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

15. INDEXATION

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

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Agreement;
- (c) C is the Index of 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 Agreement; and
- (e) C/D is equal to or greater than 1.

16. INTEREST

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

17. VAT

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

18. JURISDICTION

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

19. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of its charge over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless they take possession of the Land in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

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

SCHEDULE 1

AIR QUALITY CONTRIBUTION

The Owner hereby 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 to the Council.

SCHEDULE 2

TRAVEL PLAN

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

- 1 Not to Commence Development permitted by the Planning Permission until a Travel Plan for the All Weather Sports Pitch has been submitted to and approved by the Council in writing.
 - 2 To ensure the Travel Plan controls travel to and from the All Weather Sports Pitch arising from the following permitted uses
 - 2.1 For a temporary period of 24 months from the date of the Planning Permission the hours of use shall be
 - 09.00 to 21.00 Mondays to Fridays;
 - 09.00 to 18.00 Saturdays;
 - 10.00 to 16.00 Sundays; and
 - No use on Bank Holidays
 - 3 Further Travel Plan(s) shall be submitted to the Council each time there is a variation to the community use agreement pursuant to condition 14 of the Planning Permission.
 - 4 The Travel Plan shall include as a minimum:
 - 4.1 Details as to compliance with TfL methodology to be used to implement and monitor the Travel Plan;
 - 4.2 The Travel Plan Monitoring Period;
 - 4.3 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Travel Plan; and
 - 4.4 The period post Commencement of Development when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets.
- The Targets**
- 5 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 Commencement of Development.
 - 6 To procure the funding and implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Travel Plan for the Monitoring Period.
 - 7 The Owner shall not Commence the Development 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.
 - 8 The Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Travel Plan Co-ordinator and the Auditor.

- 9 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.
- 10 Following approval of the Travel Plan 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:
- 10.1 within Twenty-Eight (28) days of the Commencement of Development to provide written details of the Travel Plan to the School;
- 10.2 to use reasonable endeavours to ensure that users of the School comply with the Travel Plan;
- 10.3 to undertake the initial Monitoring which shall not be carried out later than one (1) year after first Commencement of Development and to undertake an annual review of the Travel Plan and provide a written report within Twenty-Eight (28) days of the review to the Council;
- 10.4 to supply the Council with a statistical summary of the modes of transport used by residents/users disclosed by any Monitoring or copies of any questionnaires completed by users; and
- 10.5 to secure that the results of each Monitoring are verified by an Auditor within Two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.
- 10.6 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Travel Plan within Twenty-Eight (28) days of such recommendation being made by the Council.

APPENDIX 1
FORM PO1

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

SECTION 106/278 LEGAL AGREEMENT
SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

NB: Please continue of separate sheet(s) if necessary.
TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"
UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE
"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS
SPECIFIED IN THE AGREEMENT

☐

FOR COUNCIL USE:

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO

APPENDIX 2
PLANS

Palmer MEMBER OF THE COUNCIL

J. H. H. OFFICER

DRAFT

Miss Georgia Goff
Nexus Planning Ltd.
Nexus Planning Ltd.
Holmes House
4 Pear Place
London
SE18BT

Application Ref: 2082/APP/2023/516

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

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

Description of development:

Variation of Conditions 12 (All-Weather Pitch Hours of Use) and 13 (All-Weather Pitch Restriction of Use) of planning permission ref. 2082/APP/2007/1411 dated 11-09-2007 (Removal of existing building and construction of new early years centre and relocation of all-weather sports surface playing field (approved under planning application ref. 2082/APP/2003/1103) including details of design and layout) to change the permitted operating hours and use of the all-weather pitch.

Location of development: Northwood College Educational Foundation Maxwell Road Northwood

Date of application: 22nd February 2023

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

Checked by:.....

Date:.....

Amendments required: YES / NO

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Application Ref: 2082/APP/2023/516

SCHEDULE OF CONDITIONS

- 1 The development hereby permitted relates solely to the operation of the site. All works of previously approved under planning permission reference 2082/APP/2007/1411 (dated 11th September 2007) have now ceased and shall remain as such. This decision notice does not permit any further works from this site.

REASON

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

- 2 All material details were approved under application reference 2082/APP/2007/3110 (dated 8th December 2009) and shall be retained as such.

REASON

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

- 3 All boundary details were approved under application reference 2082/APP/2007/3110 (dated 8th December 2009) and shall be retained as such.

REASON

To safeguard the visual amenities of the area in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

- 4 Details relating to parking for wheelchair disabled people have been approved under application reference 2082/APP/2007/3245 (dated 7th December 2009) and shall be retained as such.

REASON

To ensure that people in wheelchairs are provided with adequate car parking and convenient access to building entrances in accordance with Policy DMT 6 of the Hillingdon Local Plan: Part 2 (2020).

- 5 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 3998:2010 'Tree work -

Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

REASON

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

- 6 All landscape scheme details were approved under application reference 2082/APP/2007/3245 (dated 7th December 2009) and shall be retained as such.

REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality in compliance with Policies DMHB 14 and DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

- 7 The early years centre shall only be used between the hours of 08:00 to 21:00 on Mondays to Saturdays, and at no time on Sundays and Bank Holidays.

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).

- 8 For a temporary period of 24 months from the date that this decision is issued, the all-weather playing surfaces shall only be used between the hours of:
- Monday to Friday: 09.00 - 21.00;
 - Saturdays: 09.00 - 18:00;
 - Sunday: 10.00 - 16.00; and
 - No use on Bank Holidays.

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).

- 9 For a temporary period of 24 months from the date that this decision is issued, the all-weather pitch shall be available for use by the wider community on a managed basis. Activities shall be supervised by a Coach or Club Member and no championships or tournaments shall be held at the application site.

REASON

To ensure that the development does not cause danger and inconvenience to users of the adjoining pavement and highway in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020).

- 10 Details pertaining to the control of noise and odour emanating from the site were approved under application reference 2082/APP/2009/497 (dated 16th June 2009) and shall be retained as such.

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).

- 11 10% of energy requirements for the development hereby approved shall be supplied from renewable sources and shall be retained as such.

REASON

To accord with the requirements secured under the original permission and to comply with the general principles of Policy SI 2 of the London Plan (2021).

- 12 The opening hours for the Early Years Centre shall be staggered by a minimum of 15 minutes from the

college opening hours as detailed in the letter received from Dannatt, Johnson Architects dated 1/08/07.

REASON

To protect the amenity of surrounding areas in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020).

- 13 The access to the Early Years Centre will be from Maxwell Road and no drop-off or pick-up will be permitted from Myrleside Close. This condition shall not apply to access for fire or other emergency services.

REASON

To ensure that vehicle safety is not prejudiced and to protect the amenities of occupiers of residential properties in Myrleside Close in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020).

- 14 (i) Prior to operation of community use activities, a Community Use Agreement, prepared in consultation with Sport England, shall be 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, outdoor and supporting facilities and include details of pricing policy, hours of use, access by non-educational establishment users, management responsibilities and a mechanism for review. For a temporary period of 24 months from the date that this decision is issued, the Community Use Agreement should allow community use of the facility during the following times:

- Monday to Friday: 09.00 - 21.00;
- Saturdays: 09.00 - 18.00;
- Sunday: 10.00 - 16.00; and
- No use on Bank Holidays.

(ii) Prior to operation of community use activities, a car parking management strategy which details how parking for community use of the facilities will be managed and catered for on site, shall be submitted to and agreed in writing by the Local Planning Authority.

The development shall not be used otherwise than in strict compliance with the approved documents.

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). Also, to ensure the community use of the facility does not result in an unacceptable impact on the local highway network through an unacceptable increase in demand for on-street parking, in compliance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020).

- 15 Prior to the use of the all-weather playing surfaces during evening hours (6pm to 9pm), a Noise Mitigation and Management Plan shall be submitted to and approved in writing by the Local Planning Authority. This plan shall detail a noise complaint procedure, including detail on how measures are implemented to resolve such complaints. Thereafter the all-weather playing surfaces shall only ever be used during evening hours in accordance with these details for as long as the development remains in existence.

REASON

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

SCHEDULE OF PLANS

398-SKD-20A - received 18 Jun 2007
398-SKD-15A - received 18 Jun 2007
398-SKD-10A - received 18 Jun 2007
398-SKD-26 - received 18 Jun 2007
398-SY-04 - received 18 Jun 2007
398-SKD-22 - received 18 Jun 2007
398-SKD-11 - received 18 Jun 2007
398-SKD-12 - received 18 Jun 2007
398-SKD-16A - received 18 Jun 2007
398-SKD-17A - received 18 Jun 2007
398-SKD-18A - received 18 Jun 2007
398-SKD-21 - received 18 Jun 2007
1575/PL03 - received 18 Jun 2007
24405.PCR.01 Rev. A Noise Impact Assessment (Dated 1st December 2022) - received 22 Feb 2023
School Travel Plan (Dated February 2023) - received 22 Feb 2023
398-SKD-08 - received 18 Jun 2007
398-SKD-07 - received 18 Jun 2007
398-SKD-00 - received 18 Jun 2007
Transport Statement Addendum (Dated July 2023) - received 30 Jun 2023
32404 Cover Letter (Dated 21st February 2023) - received 22 Feb 2023
32404 Cover Letter - Appendix A and B (Dated 21st February 2023) - received 22 Feb 2023
32404 Cover Letter - Appendix C (Dated 21st February 2023) - received 22 Feb 2023
398-SKD-27 - received 18 Jun 2007
398-SY-05 - received 18 Jun 2007
398-SY-09 - received 18 Jun 2007
398-SY-10A - received 18 Jun 2007
Response to Public Comments (Dated 25th May 2023) - received 25 May 2023

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

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

Purchase Notices.

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

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

was duly affixed to this Agreement

in the presence of:-

MEMBER OF

THE COUNCIL.....*J Palmer*.....

AUTHORISED OFFICER.....*J. Mollay*.....



EXECUTED AS A DEED BY
The Common seal of
THE GIRLS' DAY SCHOOL TRUST
was affixed in the presence of
~~Acting by a Director and its Secretary~~

~~Or by two Directors~~

Anthony Balle
.....

Director *of Estates*

David Bost
.....

Director/Secretary *of Legal and Risk Assurance*



2520