

**DATED**

**8<sup>TH</sup> MARCH**

**2023**

**THE EDEN ACADEMY**

**AND**

**THE LONDON BOROUGH OF HILLINGDON**

**AND**

**SECRETARY OF STATE FOR EDUCATION**

**PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106 OF  
THE TOWN AND COUNTRY PLANNING ACT 1990 AS AMENDED, SECTION 111  
OF THE LOCAL GOVERNMENT ACT 1972 AS AMENDED, SECTION 16 OF THE  
GREATER LONDON COUNCIL (GENERAL POWERS) ACT 1974 AS AMENDED,  
SECTION 1 OF THE LOCALISM ACT 2011 AS AMENDED AND ALL OTHER  
ENABLING POWERS**

**RELATING TO THE DEVELOPMENT OF LAND AT GRANGEWOOD SCHOOL  
EASTCOTE HILLINGDON HA5 2JQ**

**PLANNING APPLICATION NUMBER: 2145/APP/2022/3534**

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: 3E/04/NH/ 021458

**THIS PLANNING OBLIGATION BY DEED** is dated

**8<sup>TH</sup> MARCH 2023**

And is made **BETWEEN**:

1. **THE EDEN ACADEMY** (Co. Regn. No. 08036395) of Grangewood School, Fore Street, Eastcote, Pinner HA52JQ ("the Owner");
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council");
3. **SECRETARY OF STATE FOR EDUCATION** of Great Smith St, London SW1P 3BT ("DfE")

#### **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 leasehold interest in the Land registered under title numbers AGL264456 & AGL264457 at the Land Registry
- C QED Academy Trust ("QED") has a leasehold interest in a small area within the Site under title number AGL284780 however it is anticipated that this will be surrendered to the Council to facilitate the Development
- D DfE is financing the Development and is entering into this deed to provide covenants to pay the financial contributions
- E The DfE intends to develop the Land pursuant to the Planning Permission.
- F On 21<sup>st</sup> November 2022 the Owner 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.
- G 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:-**

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

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

<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 as amended;
<b>"Authority's Area"</b>	means the administrative area of the Council;
<b>"Contributions"</b>	means the Indexed Linked financial contributions for:  Carbon Offset Contribution;
<b>"Commencement of Development"</b>	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: <ul style="list-style-type: none"><li>- site clearance;</li><li>- demolition (provided always that such works do not relate to any listed building within the Site);</li><li>- archaeological investigations and works;</li><li>- ground investigations;</li><li>- site survey works;</li><li>- temporary access construction works;</li><li>- preparatory or remediation works;</li></ul>

	<ul style="list-style-type: none"> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations</li> </ul> <p>and Commence and Commencement shall be construed accordingly;</p>
<b>" Head of Planning Regeneration and Public Realm"</b>	means the Council's Head of Planning Regeneration and Public Realm or such person as the Council designates as undertaking this role;
<b>"Development"</b>	means the development of the Site pursuant to the Planning Permission as summarised in <b>Schedule 1</b> hereto;
<b>"Construction and Employment Training Scheme"</b>	means the training scheme to be delivered during the construction period of the development in accordance with an agreement made between the Owner and the Council prior to Commencement. Details shall be in accordance with the Council's Planning Obligations SPD and in accordance with <b>Schedule 3</b> to this Deed;

<b>"Construction Training Contribution"</b>	Means a sum calculated in accordance with the formula at 6.18 in the Council's Planning Obligations Supplementary Planning Document (SPD) 2014 that may become payable by the Owner to the Council in lieu of the Construction and Employment Training Scheme either at the discretion of the Council prior to Commencement or as a result of Significant Under-Performance in accordance with <b>Schedule 3</b> to this Deed;
<b>"Carbon Offset Contribution"</b>	means the Index Linked sum of £95 per tonne over a period of 30 years, to be calculated through the submission of an Updated Energy Strategy which shall be paid to the Council's carbon offset fund, to make up for the shortfall for this development and in order to make the development policy compliant in accordance with <b>Schedule 2</b> ;
<b>"Energy Strategy"</b>	means the Energy Strategy Report (September 2022) submitted in support of the planning application.
<b>"Form PO1"</b>	means the form in the substantial format attached at <b>Appendix 1</b> ;
<b>"Index Linked"</b>	means the application of the formula provided at Clause 16 of this Agreement;
<b>"Parties"</b>	means the Owner, DfE and the Council;
<b>"Plan"</b>	means the plan attached to this Deed at <b>Appendix 2</b> hereto;

<b>"Planning Application"</b>	means the application for planning permission for the Demolition of existing school building and construction of part one storey, part two storey Special Education Needs and Disability School (SEND) (Use Class F), together with associated landscaping, play space, access, refuse and recycling storage, car and cycle parking and associated works. under the Council's planning application reference 2145/APP/2022/3534;
<b>"Planning Permission"</b>	means the planning permission that may be granted for the Development in pursuance of the Planning Application substantially in the form of the draft permission at <b>Appendix 3</b> hereto;
<b>"Planning Reference"</b>	means the council's planning reference 2145/APP/2022/3534;
<b>"Principal Planning Obligations Officer"</b>	means the Council's Principal Planning Obligations Officer or such person as the Council designates as undertaking this role;
<b>"Project Management and Monitoring Fee"</b>	means the sum equivalent to five (5) percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed in accordance with <b>Schedule 5</b> ;

<b>"Significant Under-Performance"</b>	means delivery of less than 50 per cent of the total outputs specified in the Construction and Employment Training Scheme
<b>"Site"</b>	means the property known as Grangewood School Fore Street Eastcote Pinner HA5 2JA , referenced under Title Number AGL2644456 . The site is shown for identification purposes only edged red on the Plan in accordance with <b>Appendix 2</b> ;
<b>"Specified Date"</b>	means the date upon which an obligation arising under this Deed is due to be performed;
<b>"Travel Plan"</b>	means a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The submitted Travel Plan shall be deemed to be approved by the Council if no response is received by the Owner within 20 working days. The Plan will encourage means of travel to and from the Development other than single occupancy private Cars, and shall include actions, targets, and monitoring arrangements to achieve this objective in accordance with <b>Schedule 4</b> ;
<b>"Travel Plan Bond"</b>	means the bond in the sum of £20,000 (twenty thousand pounds), to secure the obligations in <b>Schedule 4</b> and in the Travel

	Plan for the Development in a form first approved by the Council in writing;
<b>"Updated Energy Strategy"</b>	Means an updated Energy Strategy submitted pursuant to Condition 8 of the associated planning permission, which if approved, shall be used in place of the "Energy Strategy".
<b>"VAT"</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;

## 1.2 In this Deed

- 1.2.1 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;
- 1.2.2 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;
- 1.2.3 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.
- 1.2.4 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;



- 1.2.5 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.6 where the agreement, approval, consent or an expression of satisfaction is required by the Owners or the DfE 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;
- 1.2.7 references to any statute or statutory provision include references to:
- 1.2.7.1 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
  - 1.2.7.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision
- 1.2.8 references to the Site include any part of it;
- 1.2.9 references to any party in this Deed 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;
- 1.2.10 "including" means "including, without limitation";
- 1.2.11 any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.12 without prejudice to the terms of any other provision contained in this Deed the Owners 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 Owners arising under this Agreement;
- 1.2.13 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and

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

## **2. LEGAL BASIS**

- 2.1 This Deed 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 Deed 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 Owners and the DfE without limit of time.
- 2.2 To the extent that any of the obligations contained in this Deed 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 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owners and their successors in title to the Land.

## **3. CONDITIONALITY**

- 3.1 With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 11, 12, 13, 14 and 19, which shall take effect immediately this Deed is conditional on the grant and issue of the Planning Permission.

## **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 Nothing in this Deed 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 Owners or the DfE 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 of the Owners.
- 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 Owners & the DfE and any successors in title to the Site and assigns of the Owners 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 Deed 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 Deed 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 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 Owners 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 Deed 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 Deed.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owners, the DfE and the Council or their respective successors in title.

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## **5. CONTRIBUTIONS**

The DfE shall pay the Contributions required by this Deed on the following basis:

- (a) The Contribution shall be paid prior to Commencement of Development:
- (b) The Contributions due under this Deed shall be delivered to the person and address specified in clause 14;
- (c) 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.

5.1 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 DfE (at its absolute discretion) and the Council may agree in writing.

5.2 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 DfE the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

## **6. THE OWNERS'S PLANNING OBLIGATIONS**

6.1 The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in this Deed and the schedules hereto.

## **7. COSTS**

7.1 The DfE hereby covenants with the Council that on completion of this Deed 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 Deed.

7.2 Prior to Commencement of Development the DfE 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 7.1 above.

## **8. REGISTRATION OF AGREEMENT**

8.1 This Deed shall be registered as a Local Land Charge by the Council.

## **9. RIGHT OF ACCESS**

9.1 Without prejudice to the Council's statutory right of entry the Owners & the DfE 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 Deed has been performed or observed.

## **10. OWNERSHIP**

10.1 The Owner warrants that no person other than the Owner, the Council and QED has any legal or equitable interest in the Site.

## **11. CHANGE IN OWNERSHIP**

11.1 The Owner and the DfE agree with the Council to give the Council immediate written notice of any change in Ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

## **12. ARBITRATION**

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

12.2.1 the tribunal shall consist of [one] arbitrator appointed jointly by the parties;

12.2.2 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;

12.2.3 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

12.2.4 the seat of the arbitration shall be London.

### **13. THIRD PARTIES**

13.1 No provision in this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

### **14. NOTICES**

14.1 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.

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

a) to the Council: Principal Planning Obligations Officer, Planning Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference, in addition to e-mailing at [cil@hillingdon.gov.uk](mailto:cil@hillingdon.gov.uk);

b) to the Owner: The Eden Academy, c/o Moorcroft School, Bramble Close, Uxbridge, UB8 3BF

c) to the DfE: The Department for Education, Great Smith St, London SW1P 3BT

### **15. FORM PO1**

15.1 Prior to Commencement of Development the DfE shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council in accordance with clause 14 above.

## **16. INDEXATION**

16.1 The Owners & the DfE agree with the Council that any sums payable 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 Retail Prices (All Items) for the month 2 months before the Specified Date
- (d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed and
- (e) C/D is equal to or greater than 1.

16.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owners or the DfE (as appropriate) in writing.

## **17. INTEREST**

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

## **18. VAT**

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

18.2 The Owners & the DfE hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site 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 Owners and the VAT shall be paid accordingly.

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**19. JURISDICTION**

- 19.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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**

### **DEVELOPMENT**

Demolition of existing school building and construction of part one storey, part two storey Special Education Needs and Disability School (SEND) (Use Class F), together with associated landscaping, play space, access, refuse and recycling storage, car and cycle parking and associated works.

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## **SCHEDULE 2**

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### **CARBON OFFSET CONTRIBUTION**

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

1. Prior to Commencement of the Development to pay to the Council the Carbon Offset Contribution (as per Clause 5 above).
2. Not to Commence or cause or allow or permit Commencement of the Development of any part of the Development before the Carbon Offset Contribution is paid.
3. In relation to paragraphs 1 and 2 above, to comply fully with the requirements of Condition 8 (Updated Energy Strategy).

### **SCHEDULE 3**

#### **CONSTRUCTION AND EMPLOYMENT TRAINING SCHEME**

The DfE hereby covenants with the Council as follows:

##### **Construction and Employment Training Scheme: In-kind Provision**

1. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction and Employment Training Scheme for this Development.
2. The DfE shall implement and adhere to the agreed Construction and Employment Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
3. The DfE 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 DfE's commitment to ensuring that the obligations contained in this Schedule are complied with.
4. Prior to Commencement of the Development the DfE and the Council shall agree the Co-ordinator Costs (if any).
5. Prior to Commencement of the Development the DfE shall pay the agreed Co-ordinator Costs to the Council (if any).
6. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 - 5 of this Schedule have been complied with.
7. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. The DfE 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 and Employment Training Scheme then the Construction Training Contribution will not be payable by the DfE 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.

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#### Construction and Employment Training Scheme Financial Contribution in lieu

9. The Construction and Employment Training Scheme will not be required and the obligations within paragraphs 1 – 8 (inclusive) above shall not apply where the DfE and the Council agree in writing prior to Commencement of Development that the DfE shall pay the Construction Training Contribution in lieu of provision of the Construction and Employment Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development
10. Not to Occupy or cause to be Occupied any part of the Development before either:
  - 10.1 the approved Construction and Employment Training Scheme has been implemented and delivered by the DfE throughout the construction period of the Development in accordance with that approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
  - 10.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
  - 10.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

## **SCHEDULE 4**

### **TRAVEL PLAN**

In this Schedule 4 the following definitions shall apply:

<b>'Monitoring'</b>	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 to and from the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time)
<b>'Monitoring Period'</b>	means the period of five (5) years beginning on Occupation of the Development
<b>'Employees/Users/Guests'</b>	means a person making the journey to/from the Development
<b>'Targets'</b>	means targets for achieving a decrease in the proportion of employees/users/guests travelling to and from the Development by single occupancy private Car and an increase in the proportion of employees/users travelling to and from the Development by more sustainable modes of transport (where walking, cycling, car sharing or the use of public transport are more sustainable than single occupancy use of a Car) as calculated in the Travel Plan

	which shall be submitted to and approved by the Council for the Development
<b>‘Travel Plan Bond’</b>	means the bond in the sum of Twenty Thousand pounds (£20,000) to secure compliance with this Schedule or the Travel Plan in order to meet the objectives of the Travel Plan in a form first approved by the Council in writing
<b>‘Travel Plan Co-ordinator’</b>	means the person or persons to be appointed by the Owner to act as Co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan

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;
  - 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 assessment achievement of Targets;
  - 2.5. The Targets.

3. The Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Development.
4. To 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 Monitoring 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 for 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 Deed the following:
  - 8.1. within twenty eight (28) days of the Occupation of the Development to provide written details of the Travel Plan to employees and display sustainable travel information in communal guest areas;
  - 8.2. to use reasonable endeavours to ensure that users of the Development comply with the Travel Plan;
  - 8.3. to undertake the initial Monitoring survey which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an

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annual review of the Travel Plan and provide a written report within twenty eight (28) days of the completed review to the Council,

- 8.4. to supply the Council with a statistical summary of the modes of transport used by Guests disclosed by any monitoring surveys or copies of any questionnaires completed by /Employees/Users;
9. The Owner will consider 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, where practicable
10. Prior to Occupation of the Development the Owner shall enter into a Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Travel Plan.
11. In the event of default by the Owner to submit one or more Monitoring surveys, as detailed in the Travel Plan, within the timescale specified therein, the Council shall give written notice to the Owner of its intention to draw down on the Travel Plan Bond if compliance is not achieved within 28 days of receipt of the notice where practicable.
12. Further to paragraph 11 of this Schedule 4, if compliance is not achieved within the 28 day period then the Council may draw down on the Travel Plan Bond in the circumstances set out in paragraph 13 of this Schedule 4.
13. The Council shall not be entitled to drawdown any of the Travel Plan Bond except in the event of a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Travel Plan, within the timetable specified in the Travel Plan and the Council shall only be entitled to drawdown any of the Travel Plan Bond as is necessary in order to cover the cost the Council incurs in carrying out the said Travel Plan Monitoring surveys or implementing measures to achieve compliance with the aims of the Travel Plan.



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

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## **SCHEDULE 5**

### **PROJECT MANAGEMENT AND MONITORING FEE**

The DfE hereby covenants with the Council as follows:

1. Prior to Commencement of Development to pay to the Council the Project Management & Monitoring Fee; and
2. Not to Commence or cause or allow or permit the Commencement of Development before the Project Management and Monitoring Fee is paid.

**APPENDIX 1**

**FORM PO1**

FORM PO1

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

**SECTION 106/278 LEGAL AGREEMENT**

**SITE ADDRESS:** \_\_\_\_\_

**PLANNING REFERENCE:** \_\_\_\_\_

**DESCRIPTION OF DEVELOPMENT:** \_\_\_\_\_

**DATE OF COMMITTEE AUTHORISATION:** \_\_\_\_\_

**SECTION 106 OBLIGATIONS:** \_\_\_\_\_

**DATE OF IMPLEMENTATION OF DEVELOPMENT:** \_\_\_\_\_

**SECTION 106/278 OBLIGATION:**

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

☐

**FOR COUNCIL USE**

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

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

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

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

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

**MAINTENANCE COSTS (COMMUTED SUM)**

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

---

## **APPENDIX 2**

### **PLAN**

**Program Description**  
**PLANNING**







### **APPENDIX 3**

#### **DRAFT PLANNING PERMISSION**

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.....

*[Signature]*

Executed as a DEED by

**THE EDEN ACADEMY**

Acting by a Trustee

*[Signature]*

Trustee: *BARRY NOLAN*

In the presence of:-

Witness Name: *NIKHILL PATEL*

Witness Signature: *[Signature]*

Witness Address: *43 VERWOOD Rd  
HARROW  
HA2 6LD.*

THE CORPORATE SEAL of the  
**SECRETARY OF STATE FOR EDUCATION**

herewith affixed is authenticated by:



.....*S. Smith*.....

Authorised by the Secretary of State

.....*SALLY SMITH*.....

Full Name (BLOCK CAPITALS)

