DATED 26 October 2020

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

MEADOW HIGH SCHOOL ROYAL LANE HILLINGDON

3348/APP/2020/1589

Planning & Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 3E/04/HS/017478

THIS PLANNING OBLIGATION BY DEED is dated 26 October 2020 and is made **BETWEEN**:

(1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London. SW1P 3BT ("the Developer "); 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 Deed are enforceable.

B The Council is also the freehold owner of the Land registered under Title Number MX237436 at the Land Registry.

C On 22 May 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 Developer intends to develop the Land pursuant to the Planning Permission.

E The Council resolved at its Major Applications Planning Committee meeting on 19 August 2020 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);
"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 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 referred to in Schedule 2 shall be delivered in accordance with the construction training formula as contained within the Council's Planning Obligations

	Supplementary Planning Document (in terms of waged construction training places);
"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 all the land and buildings at Meadow High School Royal Lane Hillingdon which is in the freehold ownership of the Owner and is registered at the Land Registry under Title Number MX237436and is shown for identification purposes edged in red on the Plan;
"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 demolition of existing buildings and replacement with a new two storey building, sports hall, multi use games court, hard play areas, substation and revised vehicular access, pupil drop off and parking reference number 3348/APP/2020/1589;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Annex 3;
"Section 106 Reference"	means the planning application reference number 3348/APP/2020/1589;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Travel Plan"	means a framework travel plan to encourage travel to and from the Development by means other than the driver only private cars to be adopted and complied with by the Owners in accordance with Schedule 1;
"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 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 Land and any successors in title to the Land

2.2 The covenants, restrictions and requirements imposed upon the 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 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 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 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 Developer and any successors in title to the Land and assigns or any person corporate or otherwise claiming title to the Land or any 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 Developer or their successors in title) 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 Developer and the Council or their respective successors in title.

5. THE OWNER'S PLANNING OBLIGATIONS

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

6. **REGISTRATION OF DEED**

The Developer 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.

7. **RIGHT OF ACCESS**

Without prejudice to the Council's statutory rights of entry the Developer 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.

8. **EXPERT DETERMINATION**

8.1 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.

9. **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 PROVIDED THAT this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law including successors in title to the Land.

10. **NOTICES**

10.1 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;

10.2 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) Developer FAO Adrian Watson, 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.

11. 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.

12. CHANGE IN OWNERSHIP

The Developer agrees to provide the Council with immediate written notification of any change in the status 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.

13. INDEXATION

The Owner 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 x 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.

14. 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.

15. VAT

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

15.2 The Developer hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land 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.

16. JURISDICTION

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

17. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

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

SCHEDULE 1
TRAVEL PLAN

In this Schedule 1 the following definitions shall apply:

'Car'	means a four wheeled motor vehicle other than one powered by electricity
'Monitoring'	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 of ten (10) years beginning on Occupation of the Development
Employees/Users'	means a person making the journey from the Development
'Targets'	means for targets for achieving a decrease in the proportion of persons travelling to and from the Development by 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

The Developer 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 assessment 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 Developer as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Development.

SCHEDULE 2

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. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 2 - 4 of this Schedule have been complied with.

6. Not to Occupy or cause to be Occupied any part of the Development before
   6.1 the approved Construction Training Scheme has been implemented and delivered by the Developer throughout the construction period of the Development in accordance with the approved scheme

APPENDIX 1

FORM PO 1

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

FORM
PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

_____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

_____

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

_____

_____

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

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

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

_____

MAINTENANCE COSTS (COMMUTED SUM)

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

ANNEX 2

PLAN



Notes

The Contractor is to check all dimensions and conditions on site before commencing. Do not scale from this drawing.
This drawing remains the copyright of POZZONI Architecture ltd.

Scale Bars TO BE USED ONLY AS GUIDANCE

1:100	mm	1000		3000		5000
1:200	mm		5000		8000	
1:500	M	5		15		25
1:1250	M	10	30		50	70

Planning Application Red Line Boundary

Taken from: Schedule 1 Part 1 - Site Plan 352972-102462-SK01 Site constraints and phasing plan
Land Registry Part 3 Title MX237436

MEMBER OF THE COUNCIL
AUTHORISED OFFICER

Rev	Description	By	Date

Client: Galliford Try

Job: Meadow High School

Drawing: Site Location Plan

POZ Ref: P5540_1100 Rev:

BIM Ref: MHS-POZ-XX-XX-DR-A-1100

Date: 14/04/20 Scale: 1 : 1250 @ A3

3D CoOrd: 2D CoOrd: LY Approved: AP

Project Status: Planning | Tender | Construction | Design | Contract | As Built

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ANNEX 3

DRAFT PLANNING PERMISSION

D R A F T

Mr Chris Maltby
3rd Floor
16 Upper Woburn Place
London
WC1H 0BS

Application Ref: 3348/APP/2020/1589

TOWN AND COUNTRY PLANNINGACT 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 replacement with a new two storey building, sports hall, multi use games court, hard play areas, substation and revised vehicular access, pupil drop off and parking

Location of development: Meadow High School Royal Lane Hillingdon

Date of application: 27 May 2020

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 20 August 2020

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).

GRANT OF PLANNING PERMISSION

Application Ref: 3348/APP/2020/1589

SCHEDULE OF CONDITIONS

DRAFT

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:

P5540_1100;
P5540_1102 Rev. A;
PC TPP 01 Rev. A;
P5540_1202 Rev. B;
P5540_1150 Rev. A;
P5540_1200 Rev. B;
P5540_1201 Rev. B;
P5540_1203 Rev. A;
P5540_1300 Rev. A;
P5540_1350 Rev. B;
P5540_1351 Rev. B;
MHS-GIL-04-XX-DR-L-0102 Rev. 09;
MHS-GIL-04-XX-DR-L-0104 Rev. 07;
MHS-GIL-04-XX-DR-L-0105 Rev. 04;
MHS-GIL-02-GF-DR-L-0106 Rev. 02;
MHS-GIL-04-XX-DR-L-0107 Rev. 04;
MHS-GIL-04-XX-DR-L-0108 Rev. 02;
MHS-GIL-02-GF-DR-L-0200 Rev. 04;

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 (2016).

SCHEDULE OF CONDITIONS

3 · The development hereby permitted shall not be carried out except in complete accordance with the specified supporting documents:

8270/DO Environmental Noise Assessment (Dated March 2020);
Design & Access Statement Rev. A (Dated June 2020);
4479/013/003 Delivery and Servicing Plan (Dated May 2020);
4479/013/004 Car Park Management Plan (Dated May 2020);
J-M3932.12_R03 Intrusive Geo-Environmental and Geotechnical Site Investigation (Dated February 2017);
3695r1 Air Quality Assessment (Dated 27th May 2020);
Daylight and Sunlight Assessment Rev. 1 (Dated May 2020);
Arboricultural Method Statement Rev. A (Dated 19th June 2020)
4479/013/001A Transport Statement (Dated May 2020);
4479/013/002 School Travel Plan (Dated May 2020);
X192068 Rev. P01 Flood Risk Assessment (Dated April 2020);
X192068 Rev. P01 Drainage Strategy and Water Quality Management Report (Dated April 2020); and
CPW-200215-XX-XX-RP-MEP-0007 Rev. P1 Energy & Sustainability Statement for Planning.

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

REASON: To ensure that the development complies with the objectives of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020)

4 · The development hereby approved shall not increase the number of pupils beyond the existing 280 pupils.

REASON
To prevent the generation of additional traffic that could give rise to problems of safety and congestion on the surrounding roads, in compliance with Policy DMT1, DMT 2 and DMT6 of the adopted Hillingdon Local Plan : Part 2 - Development Management Policies (2020).

5 · Prior to the commencement of above ground construction works (excluding demolition and site clearance), details and samples of all materials and external surfaces to be used in the two storey new build (Phase 2) 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.

Details should include information relating to make, product/type, colour and photographs/images.

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

DRAFT

SCHEDULE OF CONDITIONS

6 · Prior to the commencement of above ground construction works (excluding demolition and site clearance), detailed drawings of the following shall be submitted to and approved in writing by the Local Planning Authority:-
(i) Windows and window sills;
(ii) Doors;
(iii) Signage; and
(iv) Rooftop weatherings.

Details should also include information relating to make, product/type, colour and photographs/images.

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

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

7 · Prior to the commencement of above ground construction works(excluding demolition and site clearance), details and samples of all materials and external surfaces to be used in the sports hall extension (Phase 5) 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.

Details should include information relating to make, product/type, colour and photographs/images.

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

8 · Prior to the commencement of above ground construction works(excluding demolition and site clearance), details of all materials, external surfaces and boundary treatments to be used in the MUGA (Phase 5) 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.

Details should include information relating to make, product/type, colour and photographs/images.

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

DRAFT

SCHEDULE OF CONDITIONS

9 Prior to the commencement of above ground construction works (excluding demolition and site clearance), details of all materials, external surfaces and screening to the proposed substation 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.

Details should include information relating to make, product/type, colour and photographs/images.

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

DRAFT

SCHEDULE OF CONDITIONS

10 Prior to the commencement of above ground construction 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

2. Details of Hard Landscaping
2.a Refuse Storage
2.b Cycle Storage to demonstrate:
- 23 no. secure and covered cycle stands with capacity for 46 bicycles
2.c Means of enclosure/boundary treatments
2.d Car Parking Layouts to demonstrate:
- 52 no. standard car parking spaces including 5 parking spaces are served by active electric vehicle charging points and 5 parking spaces are served by passive electric vehicle charging infrastructure
- 6 no. accessible car parking spaces (measuring 3.6 metres x 6 metres including 1.2 metres transfer zones to the side and rear of each space)
- 3 no. minibus spaces
- 3 no. motorcycle spaces
2.e Hard Surfacing Materials
2.f Other structures (such as play equipment and furniture)

3. Living Walls and/or Roofs
3.a Details of the inclusion of living walls and/or roofs
3.b Justification as to why no part of the development can include living walls and roofs

4. Details of Landscape Maintenance
4.a Landscape Maintenance Schedule for a minimum period of 5 years.
4.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.

5. Schedule for Implementation

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 14, DMEI 1 and DMT 6 of the Hillingdon Local Plan Part 2 (2020) and Policies 5.11 and 5.17 of the London Plan (March 2016).

DRAFT

SCHEDULE OF CONDITIONS

11 · 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 (2020) and to comply with Section 197 of the Town and Country Planning Act 1990.

12 · Prior to the commencement of above ground construction works (excluding demolition and site clearance), details of all materials, external surfaces and screening to the proposed rooftop plants 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.

Details should include information relating to make, product/type, colour and photographs/images. .

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

13 · Prior to the commencement of above ground construction works, a scheme detailing the mechanical ventilation to be installed at the premises shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out before the use/operation commences and be thereafter maintained in perpetuity.

REASON
To safeguard the amenity of future users of the development and neighbouring residents in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM8 of the Hillingdon Local Plan: Part 2 - Strategic Policies (November 2012) and Policy 7.15 of the London Plan (March 2016).

SCHEDULE OF CONDITIONS

14 · Prior to occupation of the development 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 shall be provided to the Local Planning Authority. The agreement shall apply to the Sports Hall and ancillary facilities hereby permitted 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 3.19 of the London Plan (March 2016).

15 · 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. 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.
(vii) The storage of demolition/construction materials on site.

The approved details shall be implemented and maintained throughout the duration of the demolition and construction process.

REASON
To safeguard the amenity of surrounding areas in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and to ensure the development reduces and manages its air quality impacts in an Air Quality Management Area, in accordance with the National Planning Policy Framework (February 2019), Policy 7.14 of the London Plan (March 2016), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2018) and Policy DMEI 14 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

DRAFT

SCHEDULE OF CONDITIONS

16 · 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 - Development Management Policies (January 2020) and Policy 7.14 of the London Plan (March 2016).

17 · All Non-Road Mobile machinery (NRMM) of net power of 37kW and up to and including 560kW used during the demolition, site preparation and construction phases shall comply with the emissions standards set out in chapter 4, proposal 4.2.3.a of the London Environment Strategy. Unless it complies with the standard set out in the London Environment Strategy, no NRMM shall be onsite, at any time, whether in use or not, without the prior written consent of the LPA. 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 https://nrmm.london/

REASON
To ensure compliance with the London's Low Emission Zone for non-road mobile machinery as per requirements of the London Environment Strategy.

18 · 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 Strategy (CPW-200215-XX-XX-RP-MEP-0007 Rev. P1 Energy & Sustainability Statement for Planning) 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 - Development Management Policies (January 2020) and Policy 5.2 of the London Plan (March 2016).

DRAFT

SCHEDULE OF CONDITIONS

19 (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 the 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 supplementary site investigation, including where relevant soil, soil gas, surface and groundwater sampling, 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 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 Hillingdon Local Plan: Part 2 (January 2020) Policies - DMEI 11: Protection of Ground Water Resources and DMEI 12: Development of Land Affected by Contamination.

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SCHEDULE OF CONDITIONS

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

REASON
In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in excising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000 to ensure the development provides a safe and secure environment in accordance with Hillingdon Local Plan Part 2 policy DMHB 15 and London Plan (2016) Policies 7.1 and 7.3.

21 · 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
In order to encourage a wide diversity of wildlife on the existing semi-natural habitat of the site in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy 7.19 of the London Plan (March 2016) and Chapter 15 of the National Planning Policy Framework (February 2019).

22 · Prior to the demolition of the building labelled 'EFAA' on drawing reference 'P5540_1102 Rev. A', the following shall take place:

(a) The 'EFAA' building shall be surveyed for the likely presence of bats and the details of this survey shall be submitted to and approved in writing by the Local Planning Authority.
(b) Should the initial survey identify the presence of bats then follow up emergence surveys shall be agreed in writing with the Local Planning Authority.
(c) The results of the follow up survey work shall be accompanied by appropriate method statements. The development must be carried out in accordance with the approved survey programme and method statements where necessary, including evidence that the required Natural England licence has been obtained.

REASON
To ensure that the demolition process does not prejudice or compromise the ecological and conservation values found within the site in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

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SCHEDULE OF CONDITIONS

23 · No floodlighting or other form of external lighting is shown on the submitted plans and therefore no external lighting is permitted to be installed. The applicants are required to apply for planning permission for any external and flood lighting at the site.

REASON
To safeguard the amenity of surrounding properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and Policy EM8 of the Hillingdon Local Plan: Part 2 - Strategic Policies (November 2012).

24 · The cycle track hereby permitted shall not be used for motorised bikes or motorised scooters.

REASON
To safeguard the amenity of surrounding properties in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM8 of the Hillingdon Local Plan: Part 2 - Strategic Policies (November 2012) and Policy 7.15 of the London Plan (March 2016).

25 · No development shall proceed beyond the steel/timber/concrete superstructure (including roof structure) of any building proposed until a comprehensive fire emergency plan that demonstrates how disabled people will be safeguarded from fire and enabled to evacuate the building has been submitted to and approved in writing by the Local Planning Authority.

REASON
To ensure that adequate facilities are provided for people with disabilities in accordance with Policy 7.2 of the London Plan (March 2016) and Policy D12 of the London Plan - Intend to Publish Version (December 2019).

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SCHEDULE OF CONDITIONS

26 · Prior to commencement (excluding demolition and site clearance), the details of 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 in the most sustainable ways, updates the AKS strategy to maximise opportunities and will:

1 - Achieve the established QBar run-off rate from the site of 2l/ha/s.
2 - Demonstrate that the final proposals are integrated with provision of landscaping, air quality and urban greening requirements to justify the most sustainable final solution is provided, including options contained in the following GLA Guidance: https://www.london.gov.uk/sites/default/files/reimagining_rainwater_in_schools_v1_.pdf
3 - Incorporate living walls and roofs into the design.
4 - Minimise the use of potable water, incorporating water saving measures and equipment.
5 - Provide calculations showing storm period and intensity and volume of storage required to control surface water and the size of features to control that volume to Greenfield runoff rates at a variety of return periods including 1 in 1, 1in 30, 1 in 100, and 1 in 100 year plus Climate change.
6 - Provide levels to be agreed.
7 - Map any above ground storage and/or overland flooding or flow's paths (showing depths, velocities and hazards) and provide an action plan demonstrating how this will affect the school uses of this area. Safe access and egress must be demonstrated.
8 - Demonstrate all the proposed drainage arrangements being feasible and any connection via private land has suitable agreements and easements.

REASON: To ensure compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012); policies DMEI 1, DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020); policies 5.12, 5.13 and 5.15 of the London Plan (March 2016); National Planning Policy Framework (February 2019); and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

27 · The rating level of noise emitted from any plant and/or machinery installed shall be at least 5 dB below the existing background sound level. The noise levels shall be determined at the nearest noise sensitive receptors (i.e. the existing school). The measurements and assessment shall be made following the methodology of British Standard 4142:2014+A1:2019.

REASON:
To safeguard the amenity of the surrounding area in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policy 7.15 of the London Plan (March 2016).

DRAFT

SCHEDULE OF CONDITIONS

28 · All lighting within the school grounds shall be switched off no later than 10pm Sunday-Thursday and 11pm Friday and Saturday.

REASON:
To safeguard the amenity of the surrounding area in accordance with policies DMHB11 of the Hillingdon Local Plan Part 2 (2020) and policy EM8 of the Local Plan Part 1 (2012).

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 - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) 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
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

DRAFT

SCHEDULE OF CONDITIONS

DRAFT

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
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.

SCHEDULE OF CONDITIONS

DRAFT

4 . a) The Equality Act 2010 seeks to protect people accessing goods, facilities and services from discrimination on the basis of a 'protected characteristic', which includes those with a disability. As part of the Act, service providers are obliged to improve access to and within the structure of their building, particularly in situations where reasonable adjustment can be incorporated with relative ease. The Act states that service providers should think ahead to take steps to address barriers that impede disabled people.

b) Fixtures, fittings and furnishings, particularly hard materials should be selected to ensure that sound is not adversely reflected. The design of all learning areas should be considerate to the needs of people who are hard of hearing or deaf. Reference should be made to BS 8300:2009+A1:2010, Section 9.1.2, and, BS 223 in selecting an appropriate acoustic absorbency for each surface.

c) Care should be taken to ensure that the internal decoration achieves a Light Reflectance Value (LRV) difference of at least 30 points between floor and walls, ceiling and walls, including appropriate d cor to ensure that doors and door furniture can be easily located by people with reduced vision.

d) Induction loops should be specified to comply with BS 7594 and BS EN 60118-4, and a term contract planned for their maintenance. Care must be taken to ensure that overspill and/or other interference from induction loops in different/adjacent areas does not occur.

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

5 . All bat species in the UK are fully protected under the Wildlife and Countryside Act 1981 (as amended) through inclusion in Schedule 5. All bats are also listed on Annex IV (and some on Annex II) of the EC Habitats Directive giving further, European protection. Taken together the act and Conservation of Habitats and Species Regulations 2012 (as amended)* make it an offence to; intentionally or deliberately kill, injure or capture (take) bats;
- Deliberately disturb bats (whether in a roost or not);
- Damage, destroy or obstruct access to bat roosts;
- Possess or transport a bat or any part of a bat, unless acquired legally;
- Sell, barter or exchange bats, or parts of bats

The legislation although not strictly affording protection to foraging grounds does protect roost sites. Bat roosts are protected at all times of the year whether or not bats are present. Any disturbance of a roost due to development must be licenced.

6 . 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.

SCHEDULE OF CONDITIONS

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

7 . Application reference 3348/APP/2006/549 granted temporary 2-year planning permission for the retention of a single storey detached temporary building, located immediately to the north of the school's western wing. Application reference 3348/APP/2008/1544 also granted temporary 5-year planning permission for the erection of two portacabins as temporary classrooms within the northern section of the school site, adjoining the access off Benson Close/Peel Way. It is advised that all of these temporary buildings should now have been removed from the site or a formal planning application should be submitted for their retention if this is required.

8 . To manage potential construction noise and vibration issues from works on the existing teaching spaces it is recommended that the works are conducted with a s.61 consent under the Control of Pollution Act 1974. The development must comply with the guidance in Building Bulletin 93: Acoustic Design in Schools. It is noted use of the MUGA may create noise levels above the IANL design criteria, with windows open for natural ventilation.

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

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GRANT OF PLANNING PERMISSION

Application Ref.No.: 3348/APP/2020/1589

SCHEDULE OF PLANS

4479/013/001A Transport Statement (Dated May 2020) - received 22 May 2020

4479/013/002 School Travel Plan (Dated May 2020) - received 22 May 2020

X192068 Rev. P01 Flood Risk Assessment (Dated April 2020) - received 22 May 2020

X192068 Rev. P01 Drainage Strategy and Water Quality Management Report (Dated April 2020) - received 22 May 2020

CPW-200215-XX-XX-RP-MEP-0007 Rev. P1 Energy & Sustainability Statement for Planning - received 22 May 2020

MHS-GIL-02-GF-DR-L-0200 Rev. 04 - received 25 Jun 2020

P5540_1202 Rev. B - received 25 Jun 2020

P5540_1150 Rev. A - received 25 Jun 2020

P5540_1200 Rev. B - received 25 Jun 2020

P5540_1201 Rev. B - received 25 Jun 2020

P5540_1203 Rev. A - received 25 Jun 2020

MHS-GIL-04-XX-DR-L-0102 Rev. 09 - received 23 Jul 2020

4479/013/003 Delivery and Servicing Plan (Dated May 2020) - received 22 May 2020

4479/013/004 Car Park Management Plan (Dated May 2020) - received 22 May 2020

Logistics Plan Phasing Document - received 22 May 2020

Construction Management Plan Rev. A - received 22 May 2020

Construction Phase Health and Safety Risk Assessment Issue No 1 - received 22 May 2020

J-M3932.12_R03 Intrusive Geo-Environmental and Geotechnical Site Investigation (Dated February 2017) - received 22 May 2020

EP1128 Planning Statement (Dated May 2020) - received 27 May 2020

3695r1 Air Quality Assessment (Dated 27th May 2020) - received 27 May 2020

Daylight and Sunlight Assessment Rev. 1 (Dated May 2020) - received 27 May 2020

Cover Letter (Dated 19th May 2020) - received 22 May 2020

P5540_1100 Site Location Plan - received 22 May 2020

P5540_1102 Rev. A - received 22 May 2020

P5540_1700 Rev. B - received 22 May 2020

8270/DO Environmental Noise Assessment (Dated March 2020) - received 22 May

2020

Design & Access Statement Rev. B (Dated July 2020) - received 29 Jul 2020

MHS-GIL-04-XX-DR-L-0104 Rev. 07 - received 23 Jul 2020

MHS-GIL-04-XX-DR-L-0105 Rev. 04 - received 23 Jul 2020

MHS-GIL-04-XX-DR-L-0107 Rev. 04 - received 23 Jul 2020

MHS-GIL-04-XX-DR-L-0108 Rev. 02 - received 23 Jul 2020

S20041766 Issue No. 01 Fire Safety Statement (Dated 17th June 2020) - received 25 Jun 2020

Arboricultural Method Statement Rev. A (Dated 19th June 2020) - received 25 Jun 2020

PC AIA 01 Rev. A - received 25 Jun 2020

PC TPP 01 Rev. A - received 25 Jun 2020

MHS-GIL-02-GF-DR-L-0106 Rev. 02 - received 25 Jun 2020

P5540_1300 Rev. A - received 25 Jun 2020

P5540_1350 Rev. B - received 25 Jun 2020

P5540_1351 Rev. B - received 25 Jun 2020

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.....

AUTHORISED OFFICER.....

425609

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

.....
Authorised by the Secretary of State

.....
Full name (BLOCK CAPITALS)