

DATED

2nd June

2023

STATEMENT OF INTENT BY

THE LONDON BOROUGH OF HILLINGDON

RELATING TO THE DEVELOPMENT OF LAND AT

MEADOW HIGH SCHOOL ROYAL LANE

PLANNING APPLICATION NUMBER: 3348/APP/2023/138

Planning & Environment Team

London Borough of Hillingdon

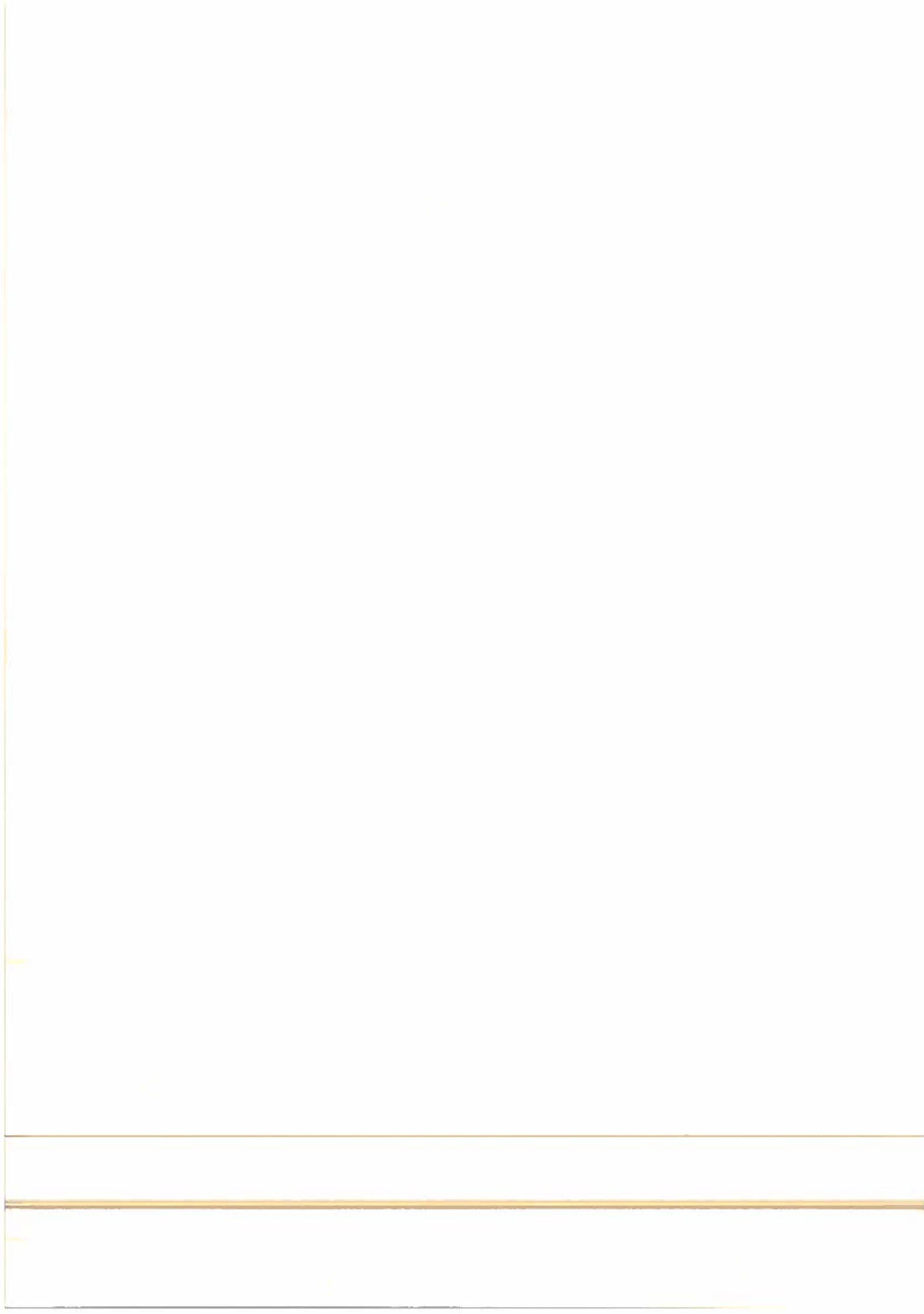
Civic Centre

High Street

Uxbridge

Middlesex

Ref: 3E/04/021705



THIS STATEMENT OF INTENT is dated
and is made

2nd June

2023

BY:

THE LONDON BOROUGH OF HILLINGDON of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW acting in its capacity as land owner ("the Owner")

BACKGROUND

- A** The Owner acting in its capacity as landowner has the freehold interest in the Site registered under Title No. MX237436 at the Land Registry.
- B** Off Site Land coloured green on the Plan is registered at the land registry under part of MX237436 and MX361772 and is not bound by this agreement.
- C** On 17th January 2023 the Owner in its capacity as landowner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D** The Council acting in its capacity as local planning authority resolved at its Majors Committee meeting on 29 March 2023 to delegate authority to determine the Planning Application to the Deputy Director of Planning and Regeneration subject to the prior completion of this Statement and the Required Section 106 Agreement.
- E** The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the development of the Site ought to only be permitted subject to the terms of this Statement and for that purpose the Owner is willing to provide this Statement.
- F** Notwithstanding that this is a Statement and not a section 106 planning obligation under the Act the Council as Owner has agreed to ensure the terms of this Statement are complied with as if it were a section 106 planning obligation.

G Provisions in this Statement have been made to require the Council as the applicant, landowner, highway authority and housing authority to ensure a section 106 planning obligation will bind the Site if it deals with its current interest in the Site.

THIS AGREEMENT WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

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

"Act"	means the Town and Country Planning Act 1990;
"Authority's Area"	means the administrative area of the Council;
"the Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Statement;
"Corporate Landlord"	means the Corporate Landlord or such person as the Council designates as undertaking this role;
"Director of Planning and Regeneration"	means the Council's Director of Planning and Regeneration or such person as the Council designates as undertaking this role;
"Development"	means the development authorised by the Planning Permission;
"Form PO1"	means the form in the substantial format set out in Appendix 1;
"Implementation"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Statement and for no other purpose) archaeological investigations, demolition, remediation, site clearance, site preparation or

	surveys and "Implement" shall be construed accordingly;
"Monitoring Sum"	means the sum equivalent to five percent of the total contributions set out in the Required Section 106 Agreement such Monitoring Sum to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Statement;
"Occupation"	means occupation of the Site for the purposes permitted by the Planning Permission and "Occupy" and "Occupied" shall be construed accordingly;
"Owner"	means the London Borough of Hillingdon or any successor in title to the Site or any part of the Site;
"Off Site Land"	means land on Clarke's Meadow Royal Lane West Drayton registered under part of title number MX237436 and South side of Pield Heath Road Hillingdon East, Uxbridge registered under part of title number MX361772 all shown coloured green on the Plan;
"Plan"	means the plan attached to this Statement;
"Planning Application"	means the planning application for the erection of a two-storey academic building (Use Class F1), demolition of existing temporary modular structures and partial demolition of existing main teaching building to facilitate connections to the main school, redevelopment of external hard and soft landscaped areas and associated works under planning application reference number 3348/APP/2023/138;
"Planning Obligations Officer"	means the Council's Planning Obligations Officer or such person as the Council designates as undertaking this role;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Appendix Two;
"Required Section 106 Agreement"	means the draft Section 106 agreement at Appendix Three to be entered into by any

	person acquiring an interest in the Site from the Owner;
"Site"	means the property known as Meadow High School Royal Lane and shown for identification purposes only edged red on the Plan;
"Statement Reference"	means the planning application reference number 3348/APP/2023/138 ;
"VAT"	means Value Added Tax

- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 References in this Statement to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Statement.
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Statement.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Statement.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.
- 1.7 References to any party to this Statement shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Statement from the Council as local planning authority that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

1.9 Without prejudice to the terms of any other provision contained in this Statement the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council acting as local planning authority for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Statement.

2. STATUTORY PROVISIONS

2.1 This Statement is made pursuant to Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and section 1 of the Localism Act 2011, to the intent that it will bind the Owner and require the Owner to ensure that upon the disposal or transfer of the Owner's interest it shall bind their successors in title to the Site subject to clause 1.9.

3. CONDITIONALITY

3.1 This Statement shall have immediate force and effect.

4. MISCELLANEOUS

4.1 Nothing contained or implied in this Statement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Statement.

4.2 If any provision in this Statement shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Statement.

4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Statement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.

- 4.4 Nothing in this Statement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Statement, the covenants in this Statement shall be enforceable without any limit of time against the Owner and the Owner shall not be released from its obligations unless and until it disposes of its interest in the Site.
- 4.6 No party to this Statement nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Statement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Statement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to the Implementation of Development.
- 4.8 Nothing in this Statement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Statement.
- 4.9 In the event of the planning obligations contained in this Statement being modified a note or memorandum thereof shall be endorsed upon this Statement.

5. THE OWNER'S PLANNING OBLIGATIONS

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

- 5.1.1 not to deal with, dispose of, surrender or disclaim any legal or equitable interest in the Site (whether existing or prospectively acquired from the date of this Deed) or assign any interest or create any new interest from the Site or mortgage without first procuring that any person acquiring an interest in the Site from the Owner (save for individual owner-occupiers or individual tenants of dwellings constructed pursuant to the Planning Permission) shall be legally

bound to enter into a legal agreement under section 106 of the Act in the form of the Required Section 106 Agreement subject to such amendments as the local planning authority may require having regard to the extent of the obligations already performed or those which are ongoing before the time of or contemporaneous with the disposal of any interest in the Site by the Owner;

- 5.1.2 if the Owner (as of the date of this deed) decides to retain the Site in order to implement the Planning Permission itself (or part of), then the Owner will observe and perform the planning obligations of the Owner contained in the Required Section 106 Agreement as if the obligations set out in the Required Section 106 Agreement were operative and binding on the Site and the Owner;
- 5.1.3 compliance with the requirements of this clause 5 shall be at no cost to the Council in its capacity as local planning authority.

6. COSTS

- 6.1 The Owner hereby covenants with the Council that on execution of this Statement it will pay the local planning authority's reasonable costs incurred in the negotiation, preparation and execution of this Statement.
- 6.2 Prior to implementation of the Development the Owner will pay to the Council the Monitoring Sum. For the avoidance of doubt the Monitoring Sum shall be in addition to the costs referred to in sub-clause 6.1 above.

7 REGISTRATION OF AGREEMENT

- 7.1 Immediately after the execution of this Statement the Owner will use reasonable endeavours to make an application to the Land Registry for entries relating to this Statement to be made in the charges register of title number MX237436.
- 7.2 The covenants on behalf of the parties in this Statement to be observed and performed under this Deed shall be treated as a Local Land Charge and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

8. RIGHT OF ACCESS

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

9. ARBITRATION

9.1 All disputes, differences or questions arising out of this Statement or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to mediation by a single mediator to be determined by the Chief Executive as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

9.2 The mediation shall take place at the Civic Centre building where there is no agreement reached within 21 days the matter shall be determined by a special committee of the local planning authority.

10. THIRD PARTIES

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

11. NOTICES

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

11.2 Any notice to be served under or in connection with this Statement shall be sent to the Deputy Director of Planning and Regeneration, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Statement Reference.

12. FORM PO1

12.1 Prior to Implementation of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Planning Obligations Officer, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW or by email to cil@hillingdon.gov.uk and shall cite the Statement Reference.

13. CHANGE IN OWNERSHIP

13.1 The Corporate Landlord shall provide the Deputy Director of Planning and Regeneration with at least 4 months written notification of any intended or proposed change in ownership of any of its interest in the Site (such notice to give details of the intended transferee's full name and registered office) together with the area of the Site or unit of occupation purchased or demised by reference to a plan and the Statement Reference.

13.2 The Owner's Corporate Landlord shall ensure the requirements of Clause 5 of this Statement have been complied with before or contemporaneously with any change in the legal interests affecting the Site.

14. INTEREST

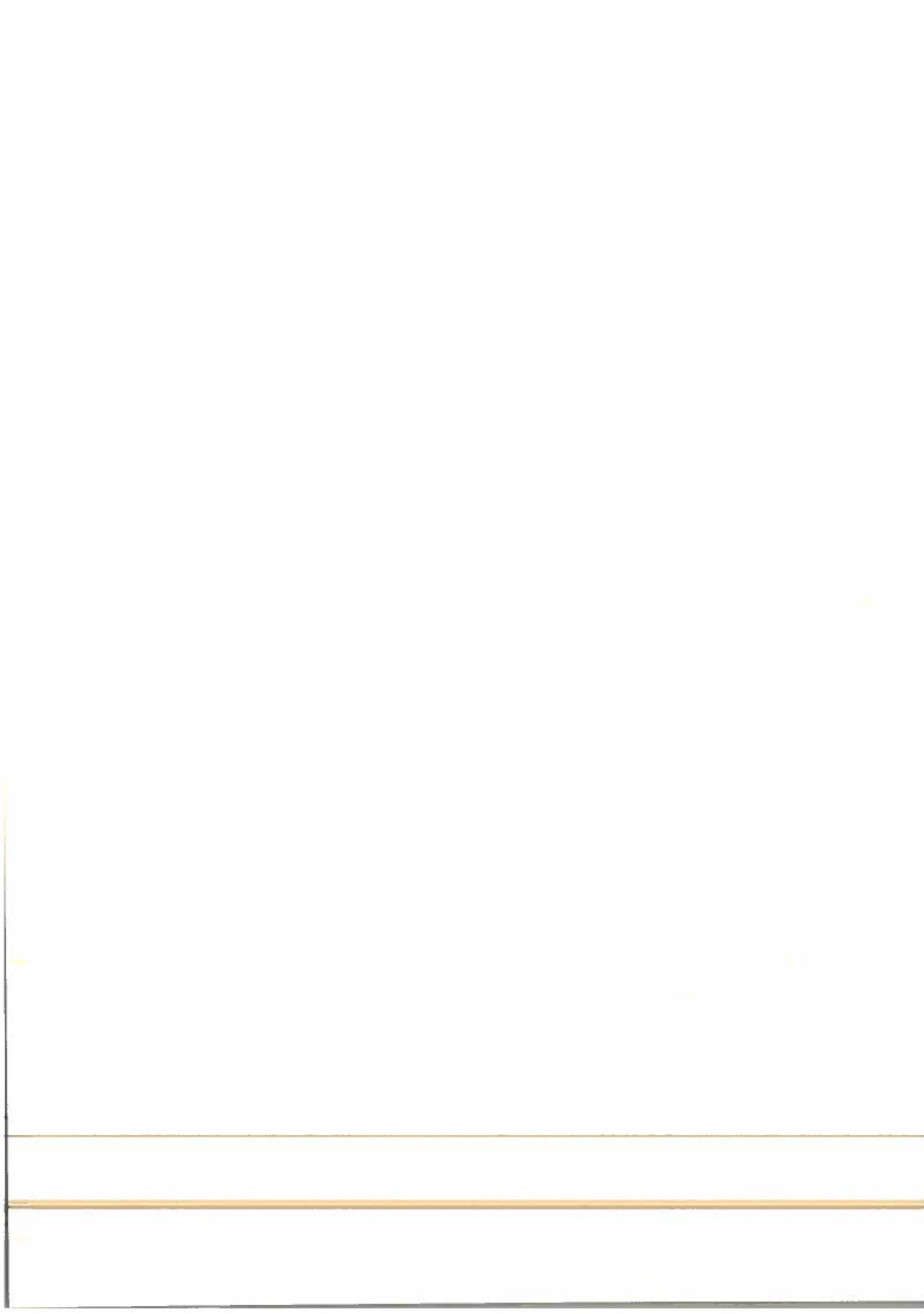
14.1 All costs, payments and expenses payable to the Council under this Statement shall bear interest at the rate of 4% above the base rate of HSBC BANK PLC from time to time being charged from the date such payment is due until the payment is received by the Council.

15. VAT

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

16. JURISDICTION

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



Appendix One: Form PO1

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

FORM
PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

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

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

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

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

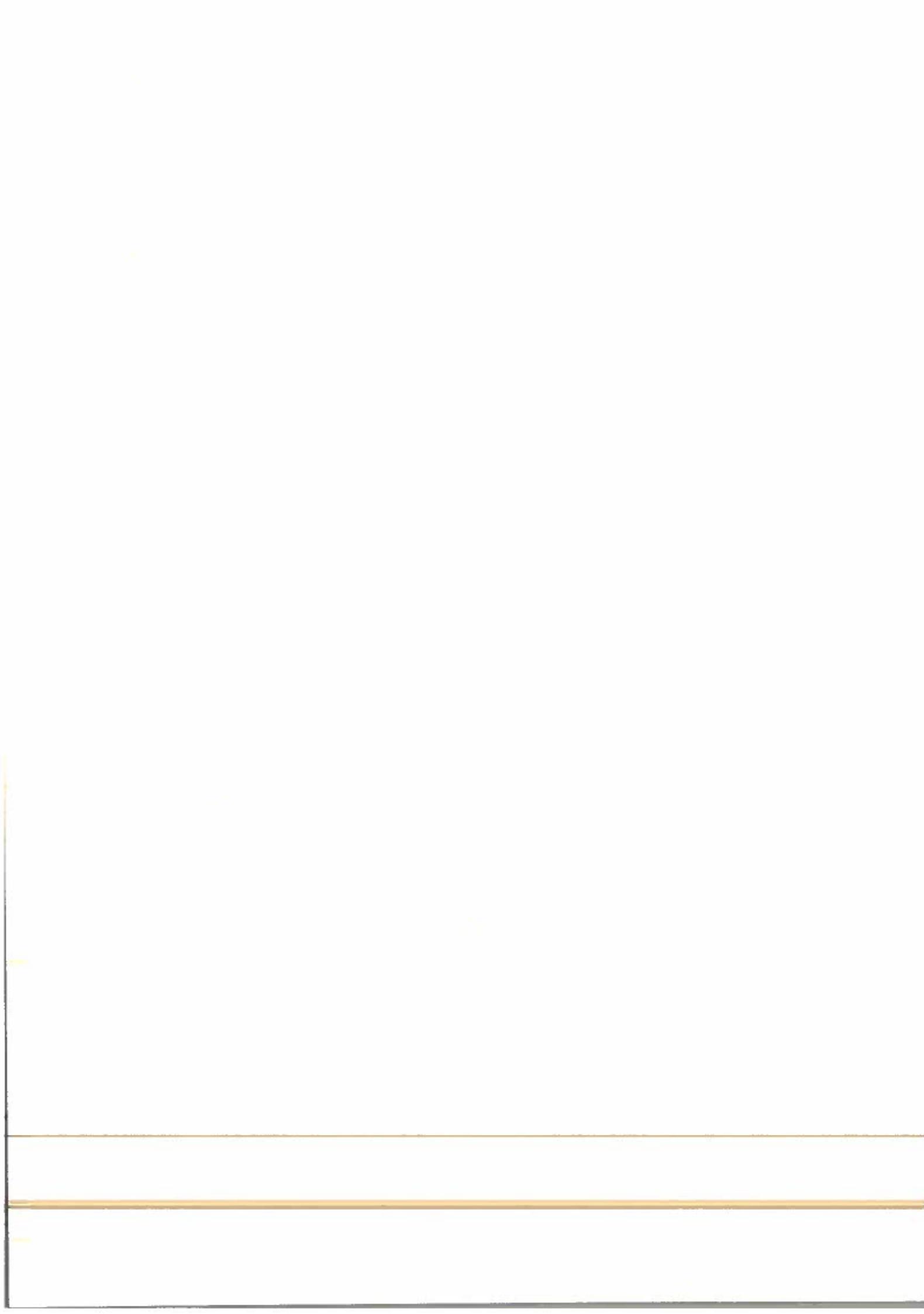
OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

Appendix Two: Draft Planning Permission



DRAFT

Mr Oliver Fountain

Bidwells

Bidwells

25 Old Burlington Street

London

W1S 3AN

Application Ref:

3348/APP/2023/138

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

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

Description of development:

Erection of a two-storey academic building (Use Class F1), demolition of existing temporary modular structures and partial demolition of existing main teaching building to facilitate connections to the main school, redevelopment of external hard and soft landscaped areas and associated works

Location of development: Meadow High School Royal Lane Hillingdon

Date of application: 17th January 2023

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 3348/APP/2023/138

SCHEDULE OF CONDITIONS

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

REASON

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

- 2 The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers:

4267 CDC XX GF DR A (GA) 001 Rev. F;
4267 CDC XX GF DR A (GA) 102 Rev. A;
4267 CDC XX GF DR A (GA) 112 Rev. A;
4267 CDC XX XX DR A (GA) 410 Rev. A;
4267 CDC XX XX DR A (GA) 420 Rev. A;
4267 CDC XX GF DR A (GA) 123 Rev. A;
4267 CDC XX XX DR A (GA) 300 Rev. C; and
4267 CDC XX XX DR A (GA) 305.

Thereafter, the development shall be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan: Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

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

4267 Design & Access Statement Rev. B (Submitted 7th March 2023);
Landscape Design Report (Dated 6th January 2023);
1468-MDW-HED-ZZ-XX-DR-L-1000 Rev. A1;
1468-MDW-HED-ZZ-XX-DR-L-1001 Rev. A1;
1468-MDW-HED-ZZ-XX-DR-L-1002 Rev. A1;
1468-MDW-HED-ZZ-XX-DR-L-1003 Rev. A1;
1468-MDW-HED-ZZ-XX-DR-L-3000 Rev. A1;
TH 3639 C Arboricultural Impact Assessment Method Statement & Tree Protection Plan (Dated 12th January 2023);
RP-HED-074 Biodiversity Net Gain and Landscape & Ecology Management Plan Report (Dated 15th December 2022);
~~2220959 Noise Impact Assessment (Dated 12th January 2023);~~
Daylight and Sunlight Overview (Dated 11th January 2023);
RP-HED-063 v3 Preliminary Ecological Assessment & Mitigation Plan (Dated 15th December 2022);
Fire Safety Statement Rev. 01;

10776/JW Ground Investigation Report (Dated 23rd November 2022);
22002-MHA-WS-XX-R-C-003 Rev P03 Flood Risk & Drainage Strategy (Dated 6th January 2023);
500 Rev. P04 Drainage Strategy;
501 Rev. P03 Catchment Plan and Exceedance Flow Routes;
C59-P17-R01 Air Quality Assessment (Dated January 2023);
Overheating Report Version 02 (Dated 11th January 2023);
Energy Strategy Version 01 (Dated 11th January 2023);
3249/007/006B Transport Assessment (Dated January 2023);
3249/007/010A School Travel Plan (Dated January 2023);
3249/007/011A Delivery and Servicing Plan (Dated January 2023);
3249/007/012A Car Park Management Plan (Dated January 2023); and
3249/007/013C Outline Construction Logistics Plan (Dated March 2023).

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

REASON

To ensure the development complies with the provisions Hillingdon Local Plan: Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

4 The development hereby approved shall not increase the number of pupils for the school beyond 280 (as established under planning permission ref. 3348/APP/2020/1589) and shall not increase the number of staff for the school beyond 123.

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 Hillingdon Local Plan: Part 2 (2020).

5 The suspension of 17 no. parking bays along Peel Way (as per approved plan reference 030 (Appendix C) contained within '3249/007/013C Outline Construction Logistics Plan (Dated March 2023)') to allow the access of construction vehicles to the site, shall only be operated on Weekdays, Monday to Friday, during school term time (195 of 365 days per year (53%)) between the hours of 08:30 and 17:00. There shall be no suspension of parking along Peel Way on Saturdays, Sundays, Public Holidays and Bank Holidays. For all other days when work takes place outside of school term time (a maximum of 170 of 365 days per year (47%)), the access of construction vehicles to the site shall be taken from Royal Lane, avoiding the need for a parking suspension scheme to be operated along Peel Way.

REASON

To safeguard the amenity of surrounding areas and to ensure that the construction access arrangements are sufficiently designed so as not to compromise the safe and efficient operation of the local highway network, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policies T4 and T7 of the London Plan (2021).

6 The rating level of noise caused by the normal operation of the proposed development shall not exceed: the background sound level LA90, 15 min - 5 dB or 35 dB LAeq, 15 min for any fifteen-minute period between 2300 and 0700, whichever is higher, and the background sound level LA90, 1 hour - 5 dB or 45 dB LAeq, 1 hour for any hour between 0700 and 2300, whichever is higher determined one metre external to any window or opening of any permanent residential premises, or equivalently noise sensitive premises, calculated from measurements made elsewhere if necessary. The methodology shall be as described in 'Methods for rating and assessing industrial and commercial sound' British Standards Institution BS4142 2014.

REASON

To safeguard the amenity of the occupants of the surrounding properties in accordance with Policy EM8

of the Hillingdon Local Plan: Part 1 (2012), Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

7 All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>."

REASON

To comply with the London's Low Emission Zone for non-road mobile machinery as per requirements of the London Environment Strategy, in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 1 of the London Plan (2021) and Paragraphs 174(e), 186 and 188 of the National Planning Policy Framework (2021).

8 Prior to the commencement of the development hereby approved (including demolition), a Demolition and Construction Logistics Plan (DLP/CLP) and a Demolition and Construction Management Plan (DMP/CMP) shall be submitted to, and approved in writing by, the Local Planning Authority in consultation with the Chairman of the Planning Committee, to minimise impacts to the local highway network, and to control noise, vibration and air pollutants generated as a result of the construction process. These documents shall be prepared in accordance with the London Freight Plan, 'The control of dust and emissions from construction and demolition' Supplementary Planning Guidance, BRE Pollution Control Guides 'Controlling particles and noise pollution from construction sites' and 'Controlling particles, vapour and noise pollution from construction sites'.

The DLP/CLP and DMP/CMP shall include details of (but shall not necessarily be limited to):

- (i) a programme of works, including hours of construction;
- (ii) the measures for traffic management and encouragement of sustainable modes of transport for workers, including prohibition of construction vehicles parking on the local highway network within the vicinity of the application site; This should also include No Idling requirements for all drivers.
- (iii) the haulage routes and details of a vehicle booking system including use of a banksman (if applicable), ensuring construction deliveries are received outside peak hours; This should also include No Idling requirements for all drivers.

NOTE: Signage should be provided to prevent construction vehicles turning left into Benson Close.

- (iv) any closures of public routes and diversions, demonstrating how time spent closed to the public has been minimised;

- (v) the provision of secured restricted access as the sole means of entry to site for cyclists along with a secured turnstile entrance for pedestrians;

- (vi) a site plan identifying the location of the site entrance, exit, visibility zones, wheel washing, hard standing, hoarding (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting), stock piles, dust suppression, location of water supplies and location of nearest neighbouring receptors;

NOTE: any debris which falls onto the following roads shall also be cleaned; Benson Close, Peel Way, Saxon Close.

- (vii) the loading, unloading and storage of equipment, plant, fuel, oil, materials and chemicals;

- (viii) details of cranes and other tall construction equipment (including the details of obstacle lighting);

- (ix) the means to prevent deposition of mud on the highway and chemical and/or fuel run-off from into nearby watercourse(s);

NOTE: any debris which falls onto the following roads shall also be cleaned; Benson Close, Peel Way, Saxon Close.

- (x) a dust risk assessment, including means to monitor and control dust, noise and vibrations, following

the published guidance by The Institute of Air Quality Management (IAQM) on how to assess impacts of emissions of dust from demolition and construction sites.

(xi) the likely noise levels to be generated from plant and construction works and the precautions set out to eliminate or reduce noise levels where the operational risk levels illustrated within The Control of Noise at Work Regulations 2005 could be exceeded;

(xii) confirmation that a mobile crusher will/won't be used on site and if so, a copy of the permit and intended dates of operation;

(xiii) confirmation of all Non-Road Mobile Machinery (NRMM) to be used, or a statement confirming that NRMM will not be used. All Non-Road Mobile Machinery (NRMM) and plant to be used on site of net power between 37kW and 560 kW shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" and must be registered at <http://nrmm.london/>;

(xiv) an asbestos survey and management plan; and

(xv) the arrangement for monitoring and responding to complaints relating to demolition and construction.

and, for the avoidance of doubt:

(i) all Heavy Goods Vehicles associated with the development shall comply with the Direct Vision Standard, with a rating of 3 stars (or more).

(ii) all deliveries to the site, particularly Heavy Goods Vehicles, shall be made using vehicles which have a Class VI mirror fitted in accordance with EU directive 2007/38/EC; and shall comply with Euro VI standards for vehicle emissions.

The development hereby approved shall be implemented in accordance with the approved DLP/CLP and DMP/CMP.

REASON

To ensure that the proposed development does not interfere with the free flow of traffic and conditions of safety on the public highway, to ensure the development process does not have a significant adverse impact on the amenities of nearby residential properties, in accordance with Policies DMT 1, DMT 2, and DMEI 14 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies D14, SI 1, T4, and T7 of the London Plan (2021). Also, to ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter/receiver systems, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Development Management Policies (2020).

9 (i) The development hereby permitted (excluding demolition and site clearance) shall not commence until a suitably focused supplementary investigation scheme, to identify and as appropriate address any unacceptable concentrations of contamination, is completed and details submitted to and approved by the Local Planning Authority (LPA). The supplementary investigation works shall be conducted at the area of land immediately within the footprint of the proposed new building, and it must include:

(a) An appropriate ground investigation to identify levels of any contamination that may be present in the subject footprint area. Details of the investigation and an appropriate risk assessment shall be submitted to the LPA for approval.

(b) A ground gas survey to determine ground gas conditions at the location of the new building. The ground gas tests within the survey shall include but not limited to areas immediately below the existing temporary classrooms. If unacceptable concentration and flow/s of ground gas are detected, appropriate gas protection measures shall be installed to prevent gas ingress to the new building. Any installed gas protection measures must be suitably validated and verified. This condition will not be discharged until the works have been completed and suitable validation and verification information is submitted to and approved by the LPA.

- (ii) All demolition / site clearance / groundworks shall be conducted, under a suitably structured and properly implemented watching brief, to identify any undiscovered contamination; If during the works any previously unidentified / unacceptable contamination is discovered then works must be immediately halted and the findings reported directly to the LPA.
- (iii) A written method statement providing details of a proposed remediation scheme, including how completion of the remedial works will be verified, shall be agreed in writing with the LPA prior to re-commencement of works. No deviation shall be made from this scheme without the express agreement of the LPA.
- (iv) 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 details of the final remediation work, to show that the works have been conducted in full and in accordance with the approved methodology.
- (v) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping and/or engineering 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 factual and interpretive reports of this testing shall be submitted to and approved in writing by the Local Planning Authority.
- (vi) All works which form part of any required 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.

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, and other receptors, all 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.

10 Prior to commence of development (not including demolition) a detailed surface water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall detail the specific measures to ensure the run-off from the proposed developments meets the targets set out in the approved drainage strategy (22002-MHA-WS-XX-R-C-003 Rev P03 Flood Risk & Drainage Strategy (Dated 6th January 2023)). The details must demonstrate compliance with the London Plan (2021) sustainable drainage hierarchy and detail the use of measures within the fabric of the building (i.e. living roofs) and in the landscaping (i.e rain gardens) to meet the target run off rates. Recourse to drainage tanks should only be considered where more suitable alternatives (i.e. higher up the drainage hierarchy) are demonstrably unfeasible. The details must also demonstrate how water will be collected, stored and reused within the development.

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

REASON

To ensure that surface water run off is controlled and to ensure the development does not increase flood risk, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 12 and SI 13 of the London Plan (2021), the National Planning Policy Framework (2021), and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

11 Prior to the commencement of development above ground, details of all materials and external surfaces

shall be submitted to and approved in writing by the Local Planning Authority. Details should include information relating to make, product/type, colour and photographs/images.

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

REASON

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

12 Prior to the commencement of development above ground, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Ministry of Defence, Heathrow Airport Ltd and National Air Traffic Services). The scheme shall include: -

1. Details of Soft Landscaping (including planting of 11 no. new replacement trees)

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; to include pollution absorbing species.

2. Details of Hard Landscaping

2.a Refuse Storage

2.b Cycle Storage

2.c Means of enclosure/boundary treatments

2.d Car Parking Layouts (to remain as existing)

2.e Hard Surfacing Materials

2.f External Lighting

3. Living/Green Roofs

3.a Details of the inclusion of living walls and roofs, including:

i) Method of construction;

ii) Schedule of framework materials;

iii) Schedule of the species to be planted, method of planting, height and spread at planting and growth projections;

iv) An ongoing management and maintenance regime to include irrigation methods and an inspection programme to allow dead or dying plants to be identified and replaced.

4. Details of Landscape Maintenance

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

4.b Proposals for the replacement of any tree, shrub, or area of 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 12, DMHB 14, DMT 2, DMT 6 and DMEI 1 of the Hillingdon Local Plan: Part 2 (2020) and Policies G1, G5 and T6.1 of the London Plan (2021).

13 Prior to commencement of development above ground, a scheme for the enhancement of ecology shall

be submitted to and approved in writing by the Local Planning Authority. The scheme shall set out how the development will contribute positively to ecological value through the use of features and measures within the landscaping (i.e. nectar rich and diverse planting including living walls and/or roofs) and the fabric of the new built form (i.e. bat and bird boxes). The scheme shall demonstrate the minimum urban greening factor set out in the London Plan Policy G5. The scheme shall include a plan with the features annotated and the development must be built and operated in accordance with the approved scheme.

REASON

To ensure the development contributes positively to the ecological value of the area in accordance with Policy G5 and G6 of the London Plan (2021) and Policy DMEI 7 of the Hillingdon Local Plan: Part 2 (2020).

14 Prior to commencement of development (excluding demolition), a detailed energy monitoring, recording and reporting plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall accord with the requirements of the London Plan (policy SI2) and the GLA Energy Assessment Guidance (April 2020 or as amended) and demonstrate that the development will secure the 98% saving in CO2 emissions from the regulated energy load in accordance with the energy strategy (Energy Strategy Version 01 Dated 11th January 2023).

The development must proceed in accordance with the approved reporting structure and where there is a failure to achieve the carbon savings as set out in the energy strategy, the quantum (tCO2) shall be treated as part of the shortfall and shall result in a cash in lieu contribution in accordance with the formula set out in the S106.

REASON

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

15 Prior to operation of the development, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building Control Decision Notice or equivalent.

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

REASON

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

16 Prior to the first occupation of the development hereby approved, excluding demolition and site preparation works, an Accessibility Statement (with accompanying plans, elevations and sections) shall be submitted to, and approved in writing by, the Local Planning Authority. The Accessibility Statement shall demonstrate, as a minimum, that:

- (A) Level access can be achieved into the new building from all points of entry and exit;
- (B) Circulation and teaching areas accord with the specifications set out in Building Bulletin 103 and 104;
- (C) The proposal includes a "Changing Places" facility, instead of the 'Hygiene Room' to feature a floor drain, freshwater and foul water supply pipes, and all other services required to allow the room to be used as a 'Changing Places' facility, together with the process for converting the 'Hygiene Room' into a 'Changing Places' facility with a track ceiling hoist;
- (D) Door widths, lobby openings and circulation corridors are wide enough to accommodate wheelchair users and those with mobility issues, in a safe and convenient way.

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

REASON

To ensure an accessible and inclusive development for everyone in accordance with Policy D5 of the London Plan (2021).

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

REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in excising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000 to ensure the development provides a safe and secure environment in accordance with Policy DMHB 15 of the Hillingdon Local Plan: Part 2 (2020) and Policy D11 of the London Plan (2021).

18 Measures shall be put in place to ensure that lights, including car park lighting, are automatically turned off when the buildings are not in use.

REASON

To safeguard residential amenity in accordance with policies DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

19 Post completion of the works hereby approved, the vehicular access point located on Benson Close/Peel Way shall revert back to an Emergency and Ground Maintenance access point only and shall not be used for any other purpose.

REASON

To safeguard residential amenity in accordance with policies DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

20 In conjunction with Condition 5 of this planning permission, the applicant must undertake a review every 6/7 weeks (to align with school holidays) of the Parking Suspension scheme to ascertain:
-If the full extent of parking bay suspension remains necessary and unavoidable;
-If the hours of restriction remain necessary and unavoidable.

Should it be deemed that the parking suspension can be amended to reduced hours/reduced bays, the applicant must amend the parking scheme via the requisite Highways order.

The results of the review must be made available upon request by the Local Planning Authority.

Prior to its coming into force, any amendment to the Parking Suspension Scheme shall also be submitted to the Local Planning Authority in writing.

REASON

To safeguard residential amenity in accordance with policies DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

INFORMATIVES

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

Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.

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

All crane applications should be sent to Heathrow's Works Approval Team via the following address:

Airside_Works_Approvals@heathrow.com

- 4 Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.

B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.

C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance' The Control of dust and emissions from construction and demolition.

D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit (www.hillingdon.gov.uk/noise Tel. 01895 250155) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

- 5 The Council will recover from the applicant the cost of highway and footway repairs, including damage to grass verges.

Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths during construction. Vehicles delivering materials to this development shall not override or cause damage to the public footway. Any damage will require to be made good to the satisfaction of the Council and at the applicant's expense.

For further information and advice contact - Highways Maintenance Operations, Central Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB3 3EU (Tel: 01895 277524).

For Private Roads: Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths on private roads during construction. Vehicles delivering materials to this development shall not override or cause damage to a private road and where possible alternative routes should be taken to avoid private roads. The applicant may be required to make good any damage caused.

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

Part 1 Policies

- PT1.BE1 (2012) Built Environment
- PT1.CI1 (2012) Community Infrastructure Provision
- PT1.CI2 (2012) Leisure and Recreation
- PT1.EM11 (2012) Sustainable Waste Management
- PT1.EM5 (2012) Sport and Leisure
- PT1.EM6 (2012) Flood Risk Management
- PT1.EM8 (2012) Land, Water, Air and Noise

Part 2 Policies

- DMEI 10 Water Management, Efficiency and Quality
- DMEI 1 Living Walls and Roofs and Onsite Vegetation
- DMHB 12 Streets and Public Realm
- LPP D12 (2021) Fire safety
- LPP D3 (2021) Optimising site capacity through the design-led approach
- LPP D4 (2021) Delivering good design
- LPP D8 (2021) Public realm
- DMEI 14 Air Quality
- DMEI 2 Reducing Carbon Emissions
- DMCI 1 Retention of Existing Community Sport and Education Facilities
- DMCI 1A Development of New Education Floorspace
- DMCI 2 New Community Infrastructure
- DMCI 7 Planning Obligations and Community Infrastructure Levy
- DMEI 12 Development of Land Affected by Contamination
- DMEI 7 Biodiversity Protection and Enhancement

LPP G1	(2021) Green infrastructure
LPP G5	(2021) Urban greening
LPP G6	(2021) Biodiversity and access to nature
LPP G7	(2021) Trees and woodlands
LPP M1	(2021) Monitoring
LPP T1	(2021) Strategic approach to transport
LPP T2	(2021) Healthy Streets
LPP T5	(2021) Cycling
LPP T6	(2021) Car parking
LPP T6.5	(2021) Non-residential disabled persons parking
DMEI 9	Management of Flood Risk
DMHB 11	Design of New Development
DMHB 14	Trees and Landscaping
DMHB 15	Planning for Safer Places
DMHB 7	Archaeological Priority Areas and archaeological Priority Zones
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 6	Vehicle Parking
LPP D11	(2021) Safety, security and resilience to emergency
LPP D14	(2021) Noise
LPP D5	(2021) Inclusive design
LPP S3	(2021) Education and childcare facilities
LPP S5	(2021) Sports and recreation facilities
LPP SI1	(2021) Improving air quality
LPP SI7	(2021) Reducing waste and supporting the circular economy
LPP SI12	(2021) Flood risk management
LPP SI13	(2021) Sustainable drainage
LPP SI2	(2021) Minimising greenhouse gas emissions

LPP T4 (2021) Assessing and mitigating transport impacts

LPP T7 (2021) Deliveries, servicing and construction

NPPF11 NPPF 2021 - Making effective use of land

NPPF12 NPPF 2021 - Achieving well-designed places

NPPF15 NPPF 2021 - Conserving and enhancing the natural environment

NPPF2 NPPF 2021 - Achieving sustainable development

NPPF4 NPPF 2021 - Decision-Making

NPPF8 NPPF 2021 - Promoting healthy and safe communities

NPPF9 NPPF 2021 - Promoting sustainable transport

END OF SCHEDULE

Address:

Development Management

Directorate of Place

Hillingdon Council

3 North, Civic Centre, High Street, Uxbridge UB8 1UW

www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref: 3348/APP/2023/138

SCHEDULE OF PLANS

Landscape Design Report (Dated 6th January 2023) - received 16 Jan 2023
1468-MDW-HED-ZZ-XX-DR-L-1000 Rev. A1 Landscape General Arrangement - received 16 Jan 2023
1468-MDW-HED-ZZ-XX-DR-L-1001 Rev. A1 Hard Landscape Pallette - received 16 Jan 2023
1468-MDW-HED-ZZ-XX-DR-L-1002 Rev. A1 Soft Landscape Pallette - received 16 Jan 2023
1468-MDW-HED-ZZ-XX-DR-L-1003 Rev. A1 Green Quantum (including Urban Greening Factor) - received 16 Jan 2023
1468-MDW-HED-ZZ-XX-DR-L-3000 Rev. A1 Planting Scheme - received 16 Jan 2023
Planning Statement (Dated January 2023) - received 16 Jan 2023
TH 3639 C Arboricultural Impact Assessment Method Statement & Tree Protection Plan (Dated 12th January 2023) - received 16 Jan 2023
RP-HED-074 Biodiversity Net Gain and Landscape & Ecology Management Plan Report (Dated 15th December 2022) - received 16 Jan 2023
2220959 Noise Impact Assessment (Dated 12th January 2023) - received 16 Jan 2023
3249/007/013C Outline Construction Logistics Plan (Dated March 2023) - received 03 Mar 2023
Daylight and Sunlight Overview (Dated 11th January 2023) - received 16 Jan 2023
RP-HED-063 v3 Preliminary Ecological Assessment & Mitigation Plan (Dated 15th December 2022) - received 16 Jan 2023
TH/A3/3639C/TPP Appendix 9: Tree Protection Plan - received 16 Jan 2023
10776/JW Ground Investigation Report (Dated 23rd November 2022) - received 16 Jan 2023
22002-MHA-WS-XX-R-C-003 Rev P03 Flood Risk & Drainage Strategy (Dated 6th January 2023) - received 16 Jan 2023
Overheating Report Version 02 (Dated 11th January 2023) - received 16 Jan 2023
Energy Strategy Version 01 (Dated 11th January 2023) - received 16 Jan 2023
3249/007/006B Transport Assessment (Dated January 2023) - received 16 Jan 2023
3249/007/010A School Travel Plan (Dated January 2023) - received 16 Jan 2023
3249/007/011A Delivery and Servicing Plan (Dated January 2023) - received 16 Jan 2023
4267 CDC XX GF DR A (DM) 001 Rev. B - received 16 Jan 2023
4267 CDC XX GF DR A (DM) 100 - received 16 Jan 2023
4267 CDC XX GF DR A (DM) 120 Rev. B - received 16 Jan 2023
3249/007/012A Car Park Management Plan (Dated January 2023) - received 16 Jan 2023

500 Rev. P04 Drainage Strategy - received 16 Jan 2023
501 Rev. P03 Catchment Plan and Exceedance Flow Routes - received 16 Jan 2023

C59-P17-R01 Air Quality Assessment (Dated January 2023) - received 16 Jan 2023

Fire Safety Statement Rev. 01 - received 21 Feb 2023

4267 Design & Access Statement Rev. B (Submitted 7th March 2023) - received 07 Mar 2023

4267 CDC XX GF DR A (GA) 123 Rev. A - received 16 Jan 2023

4267 CDC XX XX DR A (EX) 400 - received 16 Jan 2023

4267 CDC XX A (EX) 120 - received 16 Jan 2023

4267 CDC XX A (EX) 000 Rev. C - received 16 Jan 2023

4267 CDC XX A (EX) 001 Rev. A - received 16 Jan 2023

4267 CDC XX GF DR A (GA) 001 Rev. F - received 16 Jan 2023

4267 CDC XX A (EX) 100 - received 16 Jan 2023

4267 CDC XX GF DR A (GA) 102 Rev. A - received 16 Jan 2023

4267 CDC XX GF DR A (GA) 112 Rev. A - received 16 Jan 2023

4267 CDC XX XX DR A (GA) 300 Rev. C - received 16 Jan 2023

4267 CDC XX XX DR A (GA) 305 - received 16 Jan 2023

4267 CDC XX XX DR A (GA) 410 Rev. A - received 16 Jan 2023

4267 CDC XX XX DR A (GA) 420 Rev. A - received 16 Jan 2023

Cover Letter (Dated 16th January 2023) - received 16 Jan 2023

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY
TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

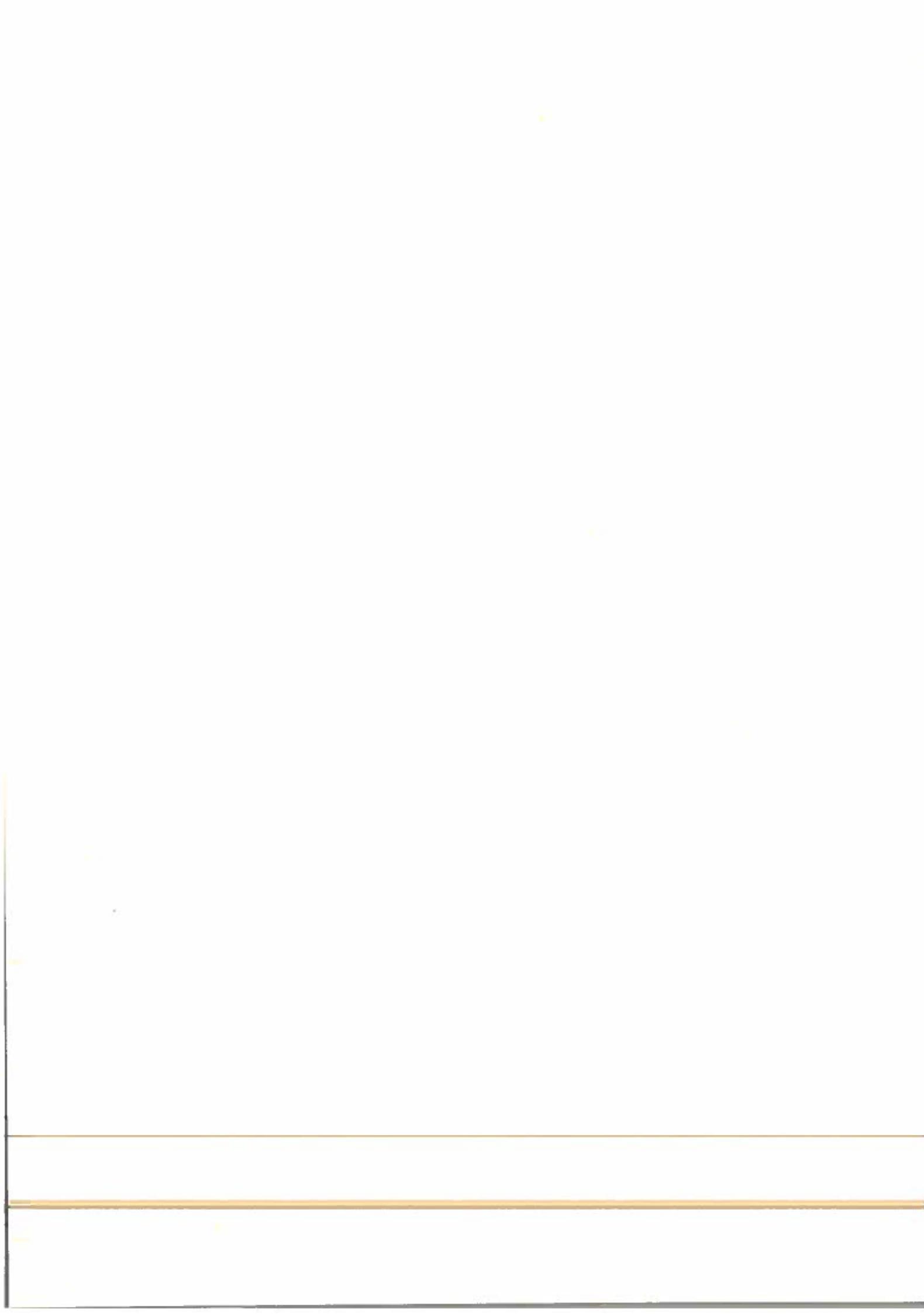
Appeals to the Secretary of State

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

Purchase Notices.

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

Appendix Three – Required Section 106 Agreement



DATED

2023

[]

and

[]

and

[]

and

THE LONDON BOROUGH OF HILLINGDON

**PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED
POWERS**

RELATING TO THE DEVELOPMENT OF LAND AT

MEADOW HIGH SCHOOL ROYAL LANE

PLANNING APPLICATION NUMBER:

3348/APP/2023/138

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

THIS PLANNING OBLIGATION BY DEED is dated

2023

and is made **BETWEEN**:

1. [] (company number:) a company incorporated in England and Wales whose registered office is situated at [] ("the Owner");
2. [] (company number:) whose registered office is situated at [] ("the Mortgagee"); and
3. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Land registered under Title No. MX237436 at the Land Registry.
- C Off Site Land coloured green on the Plan is registered at the land registry under part of MX237436 and MX361772 and is not bound by this agreement.
- D On 17th January 2023, the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- E The Owner intends to develop the Site pursuant to the Planning Permission.
- F The Council resolved at its Major Applications Planning Committee meeting on 29th March 2023 to delegate authority to determine the Planning Application to the Head of Planning, Transportation & Regeneration subject to the prior completion of this Agreement.

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

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

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

"1980 Act"	means the Highways Act 1980 (as amended);
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Auditor"	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of the Monitoring;
"Authority's Area"	means the administrative area of the Council;
"Carbon Offset Contribution"	means the Index Linked sum of four hundred and sixty two pounds (£462) referred to in Schedule 1 as a contribution to be used by the Council towards the provision of offsite carbon reduction measures within the Authority's Area;
"Commencement of Development"	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

	<p>Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations, <p>and Commence and Commenced shall be construed accordingly;</p>
<p>“Construction Training Contribution”</p>	<p>means the Index Linked sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Agreement and to be provided in accordance with Schedule 2 and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area;</p>
<p>“Construction Training Scheme”</p>	<p>means a construction training scheme to be implemented by the Owner to fund, arrange and/or provide construction training and employment for Hillingdon residents during the construction of the Development. This scheme referred to in</p>

	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);
"Contributions"	means together the Carbon Offset Contribution, the Construction Training Contribution (if applicable);
"Co-ordinator Costs"	means a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or, in the event that the Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development;</i>
"Director of Planning and Regeneration"	means the Council's Director of Planning and Regeneration or such person as the Council designates as undertaking this role;
"Development"	means the development of the Site pursuant to the Planning Permission;

“Drawing”	the Drawing numbered 3249-007-040-MHS Outline Design Vehicle Crossover – 18.5.23 attached to this agreement at Appendix 4 and signed by or on behalf of the parties and such other drawings as may be approved from time to time by the Council] acting reasonably either as amendments to the Drawing(s) or as part of the detailed design for the Highway Works.
“Energy Monitoring, Recording and Reporting Plan (EMRRP)”	means a plan to be submitted to the Council for written approval prior to the Occupation of Development in accordance with Condition 14 of the Planning Permission, such plan shall provide the following: The EMRRP shall accord with the requirements of Policy SI2 of the London Plan (2021) and the GLA Energy Assessment Guidance (April 2020 or as amended) and demonstrate that the Development will secure the 98% saving in CO2 emissions from the regulated energy load in accordance with the Energy Strategy Version 01 (Dated 11th January 2023) (the "Carbon Saving") (with any failure to achieve the same as notified by the Council in accordance with paragraph 6(a) of Schedule 1). The Development must proceed in accordance with the approved reporting structure and the Energy Monitoring, Recording and Reporting Plan (EMRRP) Contribution will be payable where the Council have identified that the Development does not achieve the Carbon Saving.
“Energy Monitoring, Recording and Reporting Plan (EMRRP) Contribution”	means an Index Linked in-lieu contribution towards the Council's carbon offset fund to be calculated at £95/tCO2 annualised over 30 years (i.e. shortfall x 30 x 95 = £contribution). This is payable where the Council have identified there is a failure to achieve the Carbon Savings as set out in the Energy Monitoring, Recording and Reporting Plan (EMRRP) and this failure (tCO2) shall be treated as part of the

	overall carbon shortfall and is payable in accordance with the formula set out in this definition.
“Form PO1”	means the form in the substantial format attached at Appendix 1 ;
“Highway Agreement”	means one or more highway agreements to be entered into by the Owner and the Council under Section 38 and/or Section 278 of the Highways Act 1980 if appropriate and necessary;
“Highway Works”	means the highway works to be carried out by the Owner to include (but not limited to): a) construction of vehicle crossover on Peel Way/Benson Close; as set out in Schedule 3 of this Agreement and shown in principle on the Drawing(s), which works are required to make good a deficiency in infrastructure provision arising from the Development and any detailed design subsequently approved by the Council
“Index Linked”	means the application of the formula provided at clause 15 ;
“Occupied”	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;

“Off Site Land”	means land on Clarke’s Meadow Royal Lane West Drayton registered under part of title number MX237436 and South side of Pield Heath Road Hillingdon East, Uxbridge registered under part of title number MX361772 all shown coloured green on the Plan;
“Plan ”	means the plan attached to this Agreement at Appendix 2 ;
“Planning Application”	means the application for planning permission for the erection of a two-storey academic building (Use Class F1), demolition of existing temporary modular structures and partial demolition of existing main teaching building to facilitate connections to the main school, redevelopment of external hard and soft landscaped areas and associated works under the Council’s reference number 3348/APP/2023/138;
“Planning Obligations Officer”	means the Council’s Planning Obligations Officer or such person as the Council designates as undertaking this role;
“Planning Permission”	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 ;
“Planning Reference”	means planning reference 3348/APP/2023/138;
“Project Management and Monitoring Fee”	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;

“Significant Under-Performance”	means delivery of less than fifty percent (50%) of the total outputs specified in the Construction Training Scheme;
“Site”	means the property known as Meadow High School Royal Lane and shown for identification purposes only edged red on Plan ;
“Specified Date”	means the date upon which an obligation arising under this Agreement is due to be performed;
“Substantial Implementation”	<p>means the occurrence of the following in respect of the Development:</p> <ul style="list-style-type: none"> (a) completion of all ground preparation works for the Development and all site-wide enabling works; (b) completion of the foundations for the core of the Development; (c) construction of the ground floor slab to the first floor of the Development; (d) letting of a contract for the construction of the Development; and (e) practical completion of the first floor of Development;
“Substantial Implementation Target Date”	means the date twenty four (24) months from but excluding the date of grant of the Planning Permission;
“Training Costs”	<p>means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><i>“£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the</i></p>

	<i>Development. Based on the average cost of training for one person on an NVQ construction course at college";</i>
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
"Working Day"	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Agreement:

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

1.2.8 references to any statute or statutory provision include references to:

1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and

1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

1.2.9 references to the Site include any part of it;

1.2.10 references to any party in this Agreement include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;

1.2.11 "including" means "including, without limitation";

1.2.12 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.13 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;

1.2.14 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and

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

2 LEGAL BASIS

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

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

3 CONDITIONALITY

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

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

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

4 MISCELLANEOUS

4.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.

4.4 Nothing in this Agreement shall be construed as a grant of planning permission.

4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

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

5 THE OWNER'S PLANNING OBLIGATIONS

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

6 COSTS

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

7 REGISTRATION OF AGREEMENT

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

8 RIGHT OF ACCESS

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

9. ARBITRATION

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

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

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

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

9.1.4 the seat of the arbitration shall be London

10. THIRD PARTIES

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

11. NOTICES

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

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

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

12. FORM PO1

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

13. CHANGE IN OWNERSHIP

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

14. CONTRIBUTIONS

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

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

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

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

15. INDEXATION

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

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Agreement;
- (c) C is the Index of Retail Prices for the month 2 months before the Specified Date;
- (d) D is the Index of Retail Prices for the month 2 months before the date of this Agreement; and
- (e) C/D is equal to or greater than 1.

16. INTEREST

All costs, payments and expenses payable to the Council under this Agreement shall bear the Interest rate from time to time being charged

from the date such payment is due until the payment is received by the Council.

17. VAT

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

INDEMNITY

- 18.1 The Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:
 - a) Compensation (including any claim arising under the Land Compensation Acts)
 - b) Damages
 - c) Costs
 - d) Charges
 - e) any other paymentsuch claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

- 18.2 The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

19. JURISDICTION

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

20. MORTGAGEE'S CONSENT

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

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

SCHEDULE 1
CARBON OFFSET CONTRIBUTION

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

- 1 Prior to Commencement of Development to pay to the Council the Carbon Offset Contribution; and
- 2 Not to Commence or cause or allow or permit Commencement of Development until the Carbon Offset Contribution has been paid to the Council; and
- 3 Prior to Occupation to submit to the Council for approval in writing the Energy Monitoring, Recording and Reporting Plan (EMRRP) as required by Condition 14 of the Planning Permission; and
- 4 Subject to the Council serving on the Owner written confirmation that there has been a failure to achieve the Carbon Savings recorded in the Energy Monitoring, Recording and Reporting Plan (EMRRP) in accordance with Paragraphs 6(a) and (b) of this Schedule 1, the Owner shall pay the Energy Monitoring, Recording and Reporting Plan (EMRRP) Contribution to the Council within 20 Working Days of the Owner's receipt of such written notification
- 5 The Council hereby covenants and agrees with the Owner as follows:
- 6 That where there is a failure to achieve the Carbon Savings recorded in the Energy Monitoring, Recording and Reporting Plan (EMRRP) the Council will:
 - (a) notify the Owner in writing that the Energy Monitoring, Recording and Reporting Plan Contribution is payable; and
 - (b) make a written request for payment of the Energy Monitoring, Recording and Reporting Plan Contribution within 20 Working Days of the notification pursuant to Paragraph 6(a) being received by the Owner

SCHEDULE 2

CONSTRUCTION TRAINING SCHEME

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

1. Securing an employment or training agreement is the Council's priority. The Construction Training Contribution will only be acceptable in exceptional circumstances as set out in the Council's Planning Obligations Supplementary Planning Document.
2. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.
3. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
4. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
5. Prior to Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
6. Prior to Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
7. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 2 - 6 of this Schedule have been complied with.
8. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. The Owner will have a period of not less than twenty eight (28) days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) days delivery rises to fifty (50) per cent or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.

9. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Construction Training Contribution is paid to the Council.

Construction Training Contribution in lieu

10. The Construction Training Scheme will not be required and the obligations within paragraphs 2 – 9 (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development
11. Not to Occupy or cause to be Occupied any part of the Development before either:
 - 11.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with the approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
 - 11.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
 - 11.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 10 above.

SCHEDULE 3
HIGHWAY WORKS

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

1. Not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Works have been completed to the satisfaction of the Council.
2. To enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced or to procure that the Owner's successor in title to the Land shall enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced.
3. Without prejudice to the requirements of paragraph 2 of this Schedule, the scope and specification of any Highway Works (including the scope and specification of any associated works, studies, audits or modelling referred to in paragraph 6 below) shall be first agreed in writing by the Council's Highways Engineer.
4. To be responsible for the full costs of the Highway Works including any traffic orders the Council seeks to make which are necessary to implement the Highway Works, whether or not such orders are successfully made.
5. The Owner shall pay the Council's reasonable and proper legal costs in entering into any Highway Agreements.
6. The Highway Works shall include (but may not be limited to):
 - 6.1. construction of vehicle crossover on Peel Way/Benson Close.

APPENDIX 1
FORM PO1

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

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:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

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

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

UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE

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

SPECIFIED IN THE AGREEMENT

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM) _____

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

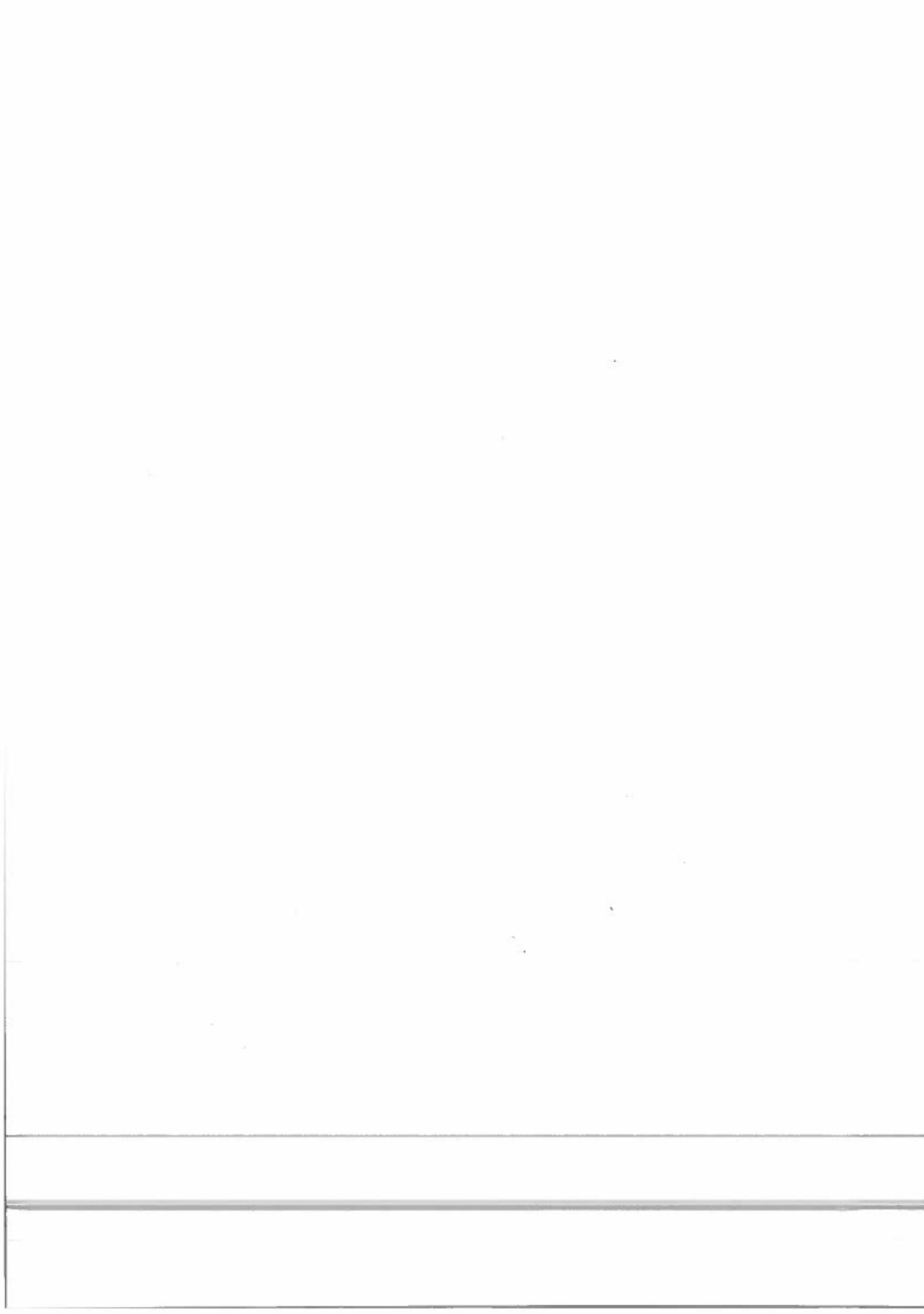
YES/NO

APPENDIX 2

PLAN

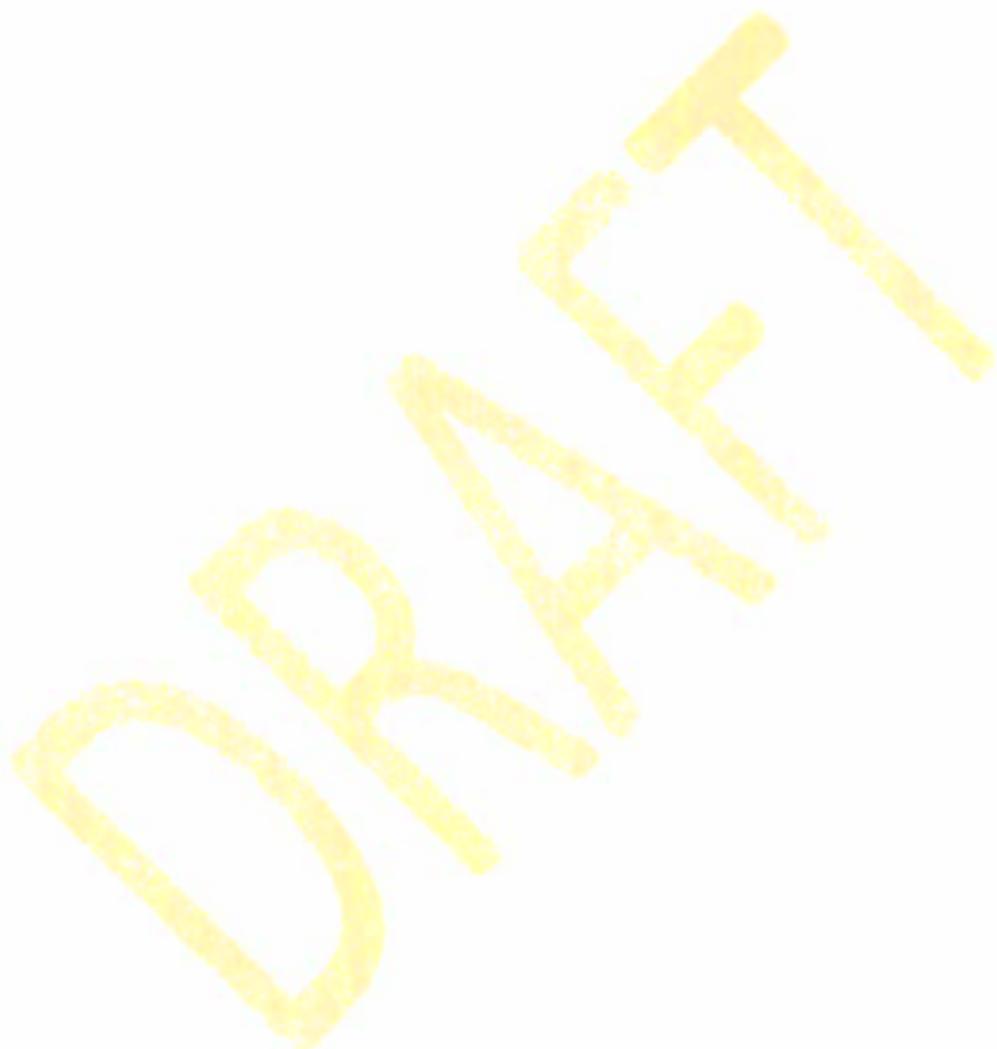


DRAX



APPENDIX 3

DRAFT PLANNING PERMISSION



DRAF

DRAFT

Mr Oliver Fountain
Bidwells
Bidwells
25 Old Burlington Street
London
W1S 3AN

Application Ref: 3348/APP/2023/138

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

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

Description of development:

Erection of a two-storey academic building (Use Class F1), demolition of existing temporary modular structures and partial demolition of existing main teaching building to facilitate connections to the main school, redevelopment of external hard and soft landscaped areas and associated works

Location of development: Meadow High School Royal Lane Hillingdon

Date of application: 17th January 2023

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 3348/APP/2023/138

SCHEDULE OF CONDITIONS

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

REASON

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

- 2 The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers:

4267 CDC XX GF DR A (GA) 001 Rev. F;
4267 CDC XX GF DR A (GA) 102 Rev. A;
4267 CDC XX GF DR A (GA) 112 Rev. A;
4267 CDC XX XX DR A (GA) 410 Rev. A;
4267 CDC XX XX DR A (GA) 420 Rev. A;
4267 CDC XX GF DR A (GA) 123 Rev. A;
4267 CDC XX XX DR A (GA) 300 Rev. C; and
4267 CDC XX XX DR A (GA) 305.

Thereafter, the development shall be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan: Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

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

4267 Design & Access Statement Rev. B (Submitted 7th March 2023);
Landscape Design Report (Dated 6th January 2023);
1468-MDW-HED-ZZ-XX-DR-L-1000 Rev. A1;
1468-MDW-HED-ZZ-XX-DR-L-1001 Rev. A1;
1468-MDW-HED-ZZ-XX-DR-L-1002 Rev. A1;
1468-MDW-HED-ZZ-XX-DR-L-1003 Rev. A1;
1468-MDW-HED-ZZ-XX-DR-L-3000 Rev. A1;
TH 3639 C Arboricultural Impact Assessment Method Statement & Tree Protection Plan (Dated 12th January 2023);
RP-HED-074 Biodiversity Net Gain and Landscape & Ecology Management Plan Report (Dated 15th December 2022);
2220959 Noise Impact Assessment (Dated 12th January 2023);
Daylight and Sunlight Overview (Dated 11th January 2023);
RP-HED-063 v3 Preliminary Ecological Assessment & Mitigation Plan (Dated 15th December 2022);
Fire Safety Statement Rev. 01;

10776/JW Ground Investigation Report (Dated 23rd November 2022);
22002-MHA-WS-XX-R-C-003 Rev P03 Flood Risk & Drainage Strategy (Dated 6th January 2023);
500 Rev. P04 Drainage Strategy;
501 Rev. P03 Catchment Plan and Exceedance Flow Routes;
C59-P17-R01 Air Quality Assessment (Dated January 2023);
Overheating Report Version 02 (Dated 11th January 2023);
Energy Strategy Version 01 (Dated 11th January 2023);
3249/007/006B Transport Assessment (Dated January 2023);
3249/007/010A School Travel Plan (Dated January 2023);
3249/007/011A Delivery and Servicing Plan (Dated January 2023);
3249/007/012A Car Park Management Plan (Dated January 2023); and
3249/007/013C Outline Construction Logistics Plan (Dated March 2023).

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

REASON

To ensure the development complies with the provisions Hillingdon Local Plan: Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

4 The development hereby approved shall not increase the number of pupils for the school beyond 280 (as established under planning permission ref. 3348/APP/2020/1589) and shall not increase the number of staff for the school beyond 123.

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 Hillingdon Local Plan: Part 2 (2020).

5 The suspension of 17 no. parking bays along Peel Way (as per approved plan reference 030 (Appendix C) contained within '3249/007/013C Outline Construction Logistics Plan (Dated March 2023)') to allow the access of construction vehicles to the site, shall only be operated on Weekdays, Monday to Friday, during school term time (195 of 365 days per year (53%)) between the hours of 08:30 and 17:00. There shall be no suspension of parking along Peel Way on Saturdays, Sundays, Public Holidays and Bank Holidays. For all other days when work takes place outside of school term time (a maximum of 170 of 365 days per year (47%)), the access of construction vehicles to the site shall be taken from Royal Lane, avoiding the need for a parking suspension scheme to be operated along Peel Way.

REASON

To safeguard the amenity of surrounding areas and to ensure that the construction access arrangements are sufficiently designed so as not to compromise the safe and efficient operation of the local highway network, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policies T4 and T7 of the London Plan (2021).

6 The rating level of noise caused by the normal operation of the proposed development shall not exceed: the background sound level LA90, 15 min - 5 dB or 35 dB LAeq, 15 min for any fifteen-minute period between 2300 and 0700, whichever is higher, and the background sound level LA90, 1 hour - 5 dB or 45 dB LAeq, 1 hour for any hour between 0700 and 2300, whichever is higher determined one metre external to any window or opening of any permanent residential premises, or equivalently noise sensitive premises, calculated from measurements made elsewhere if necessary. The methodology shall be as described in 'Methods for rating and assessing industrial and commercial sound' British Standards Institution BS4142 2014.

REASON

To safeguard the amenity of the occupants of the surrounding properties in accordance with Policy EM8

of the Hillingdon Local Plan: Part 1 (2012), Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

7 All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>."

REASON

To comply with the London's Low Emission Zone for non-road mobile machinery as per requirements of the London Environment Strategy, in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 1 of the London Plan (2021) and Paragraphs 174(e), 186 and 188 of the National Planning Policy Framework (2021).

8 Prior to the commencement of the development hereby approved (including demolition), a Demolition and Construction Logistics Plan (DLP/CLP) and a Demolition and Construction Management Plan (DMP/CMP) shall be submitted to, and approved in writing by, the Local Planning Authority in consultation with the Chairman of the Planning Committee, to minimise impacts to the local highway network, and to control noise, vibration and air pollutants generated as a result of the construction process. These documents shall be prepared in accordance with the London Freight Plan, 'The control of dust and emissions from construction and demolition' Supplementary Planning Guidance, BRE Pollution Control Guides 'Controlling particles and noise pollution from construction sites' and 'Controlling particles, vapour and noise pollution from construction sites'.

The DLP/CLP and DMP/CMP shall include details of (but shall not necessarily be limited to):

- (i) a programme of works, including hours of construction;
- (ii) the measures for traffic management and encouragement of sustainable modes of transport for workers, including prohibition of construction vehicles parking on the local highway network within the vicinity of the application site; This should also include No Idling requirements for all drivers.
- (iii) the haulage routes and details of a vehicle booking system including use of a banksman (if applicable), ensuring construction deliveries are received outside peak hours; This should also include No Idling requirements for all drivers.

NOTE: Signage should be provided to prevent construction vehicles turning left into Benson Close.

(iv) any closures of public routes and diversions, demonstrating how time spent closed to the public has been minimised;

(v) the provision of secured restricted access as the sole means of entry to site for cyclists along with a secured turnstile entrance for pedestrians;

(vi) a site plan identifying the location of the site entrance, exit, visibility zones, wheel washing, hard standing, hoarding (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting), stock piles, dust suppression, location of water supplies and location of nearest neighbouring receptors;

NOTE: any debris which falls onto the following roads shall also be cleaned; Benson Close, Peel Way, Saxon Close.

(vii) the loading, unloading and storage of equipment, plant, fuel, oil, materials and chemicals;

(viii) details of cranes and other tall construction equipment (including the details of obstacle lighting);

(ix) the means to prevent deposition of mud on the highway and chemical and/or fuel run-off from into nearby watercourse(s);

NOTE: any debris which falls onto the following roads shall also be cleaned; Benson Close, Peel Way, Saxon Close.

(x) a dust risk assessment, including means to monitor and control dust, noise and vibrations, following

the published guidance by The Institute of Air Quality Management (IAQM) on how to assess impacts of emissions of dust from demolition and construction sites.

(xi) the likely noise levels to be generated from plant and construction works and the precautions set out to eliminate or reduce noise levels where the operational risk levels illustrated within The Control of Noise at Work Regulations 2005 could be exceeded;

(xii) confirmation that a mobile crusher will/won't be used on site and if so, a copy of the permit and intended dates of operation;

(xiii) confirmation of all Non-Road Mobile Machinery (NRMM) to be used, or a statement confirming that NRMM will not be used. All Non-Road Mobile Machinery (NRMM) and plant to be used on site of net power between 37kW and 560 kW shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" and must be registered at <http://nrmm.london/>;

(xiv) an asbestos survey and management plan; and

(xv) the arrangement for monitoring and responding to complaints relating to demolition and construction.

and, for the avoidance of doubt:

(i) all Heavy Goods Vehicles associated with the development shall comply with the Direct Vision Standard, with a rating of 3 stars (or more).

(ii) all deliveries to the site, particularly Heavy Goods Vehicles, shall be made using vehicles which have a Class VI mirror fitted in accordance with EU directive 2007/38/EC; and shall comply with Euro VI standards for vehicle emissions.

The development hereby approved shall be implemented in accordance with the approved DLP/CLP and DMP/CMP.

REASON

To ensure that the proposed development does not interfere with the free flow of traffic and conditions of safety on the public highway, to ensure the development process does not have a significant adverse impact on the amenities of nearby residential properties, in accordance with Policies DMT 1, DMT 2, and DMEI 14 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies D14, SI 1, T4, and T7 of the London Plan (2021). Also, to ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter/receiver systems, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Development Management Policies (2020).

9

(i) The development hereby permitted (excluding demolition and site clearance) shall not commence until a suitably focused supplementary investigation scheme, to identify and as appropriate address any unacceptable concentrations of contamination, is completed and details submitted to and approved by the Local Planning Authority (LPA). The supplementary investigation works shall be conducted at the area of land immediately within the footprint of the proposed new building, and it must include:

(a) An appropriate ground investigation to identify levels of any contamination that may be present in the subject footprint area. Details of the investigation and an appropriate risk assessment shall be submitted to the LPA for approval.

(b) A ground gas survey to determine ground gas conditions at the location of the new building. The ground gas tests within the survey shall include but not limited to areas immediately below the existing temporary classrooms. If unacceptable concentration and flow/s of ground gas are detected, appropriate gas protection measures shall be installed to prevent gas ingress to the new building. Any installed gas protection measures must be suitably validated and verified. This condition will not be discharged until the works have been completed and suitable validation and verification information is submitted to and approved by the LPA.

(ii) All demolition / site clearance / groundworks shall be conducted, under a suitably structured and properly implemented watching brief, to identify any undiscovered contamination; If during the works any previously unidentified / unacceptable contamination is discovered then works must be immediately halted and the findings reported directly to the LPA.

(iii) A written method statement providing details of a proposed remediation scheme, including how completion of the remedial works will be verified, shall be agreed in writing with the LPA prior to re-commencement of works. No deviation shall be made from this scheme without the express agreement of the LPA.

(iv) 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 details of the final remediation work, to show that the works have been conducted in full and in accordance with the approved methodology.

(v) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping and/or engineering 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 factual and interpretive reports of this testing shall be submitted to and approved in writing by the Local Planning Authority.

(vi) All works which form part of any required 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.

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, and other receptors, all 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.

10 Prior to commence of development (not including demolition) a detailed surface water drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall detail the specific measures to ensure the run-off from the proposed developments meets the targets set out in the approved drainage strategy (22002-MHA-WS-XX-R-C-003 Rev P03 Flood Risk & Drainage Strategy (Dated 6th January 2023)). The details must demonstrate compliance with the London Plan (2021) sustainable drainage hierarchy and detail the use of measures within the fabric of the building (i.e. living roofs) and in the landscaping (i.e rain gardens) to meet the target run off rates. Recourse to drainage tanks should only be considered where more suitable alternatives (i.e. higher up the drainage hierarchy) are demonstrably unfeasible. The details must also demonstrate how water will be collected, stored and reused within the development.

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

REASON

To ensure that surface water run off is controlled and to ensure the development does not increase flood risk, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 12 and SI 13 of the London Plan (2021), the National Planning Policy Framework (2021), and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

11 Prior to the commencement of development above ground, details of all materials and external surfaces

shall be submitted to and approved in writing by the Local Planning Authority. Details should include information relating to make, product/type, colour and photographs/images.

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

REASON

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

12 Prior to the commencement of development above ground, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Ministry of Defence, Heathrow Airport Ltd and National Air Traffic Services). The scheme shall include: -

1. Details of Soft Landscaping (including planting of 11 no. new replacement trees)
 - 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; to include pollution absorbing species.
2. Details of Hard Landscaping
 - 2.a Refuse Storage
 - 2.b Cycle Storage
 - 2.c Means of enclosure/boundary treatments
 - 2.d Car Parking Layouts (to remain as existing)
 - 2.e Hard Surfacing Materials
 - 2.f External Lighting
3. Living/Green Roofs
 - 3.a Details of the inclusion of living walls and roofs, including:
 - i) Method of construction;
 - ii) Schedule of framework materials;
 - iii) Schedule of the species to be planted, method of planting, height and spread at planting and growth projections;
 - iv) An ongoing management and maintenance regime to include irrigation methods and an inspection programme to allow dead or dying plants to be identified and replaced.
4. Details of Landscape Maintenance
 - 4.a Landscape Maintenance Schedule for a minimum period of 5 years.
 - 4.b Proposals for the replacement of any tree, shrub, or area of 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 12, DMHB 14, DMT 2, DMT 6 and DMEI 1 of the Hillingdon Local Plan: Part 2 (2020) and Policies G1, G5 and T6.1 of the London Plan (2021).

13 Prior to commencement of development above ground, a scheme for the enhancement of ecology shall

be submitted to and approved in writing by the Local Planning Authority. The scheme shall set out how the development will contribute positively to ecological value through the use of features and measures within the landscaping (i.e. nectar rich and diverse planting including living walls and/or roofs) and the fabric of the new built form (i.e. bat and bird boxes). The scheme shall demonstrate the minimum urban greening factor set out in the London Plan Policy G5. The scheme shall include a plan with the features annotated and the development must be built and operated in accordance with the approved scheme.

REASON

To ensure the development contributes positively to the ecological value of the area in accordance with Policy G5 and G6 of the London Plan (2021) and Policy DME1 7 of the Hillingdon Local Plan: Part 2 (2020).

14 Prior to commencement of development (excluding demolition), a detailed energy monitoring, recording and reporting plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall accord with the requirements of the London Plan (policy SI2) and the GLA Energy Assessment Guidance (April 2020 or as amended) and demonstrate that the development will secure the 98% saving in CO2 emissions from the regulated energy load in accordance with the energy strategy (Energy Strategy Version 01 Dated 11th January 2023).

The development must proceed in accordance with the approved reporting structure and where there is a failure to achieve the carbon savings as set out in the energy strategy, the quantum (tCO2) shall be treated as part of the shortfall and shall result in a cash in lieu contribution in accordance with the formula set out in the S106.

REASON

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

15 Prior to operation of the development, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building Control Decision Notice or equivalent.

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

REASON

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

16 Prior to the first occupation of the development hereby approved, excluding demolition and site preparation works, an Accessibility Statement (with accompanying plans, elevations and sections) shall be submitted to, and approved in writing by, the Local Planning Authority. The Accessibility Statement shall demonstrate, as a minimum, that:

- (A) Level access can be achieved into the new building from all points of entry and exit;
- (B) Circulation and teaching areas accord with the specifications set out in Building Bulletin 103 and 104;
- (C) The proposal includes a "Changing Places" facility, instead of the 'Hygiene Room' to feature a floor drain, freshwater and foul water supply pipes, and all other services required to allow the room to be used as a 'Changing Places' facility, together with the process for converting the 'Hygiene Room' into a 'Changing Places' facility with a track ceiling hoist;
- (D) Door widths, lobby openings and circulation corridors are wide enough to accommodate wheelchair users and those with mobility issues, in a safe and convenient way.

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

REASON

To ensure an accessible and inclusive development for everyone in accordance with Policy D5 of the London Plan (2021).

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

REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in excising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000 to ensure the development provides a safe and secure environment in accordance with Policy DMHB 15 of the Hillingdon Local Plan: Part 2 (2020) and Policy D11 of the London Plan (2021).

18 Measures shall be put in place to ensure that lights, including car park lighting, are automatically turned off when the buildings are not in use.

REASON

To safeguard residential amenity in accordance with policies DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

19 Post completion of the works hereby approved, the vehicular access point located on Benson Close/Peel Way shall revert back to an Emergency and Ground Maintenance access point only and shall not be used for any other purpose.

REASON

To safeguard residential amenity in accordance with policies DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

20 In conjunction with Condition 5 of this planning permission, the applicant must undertake a review every 6/7 weeks (to align with school holidays) of the Parking Suspension scheme to ascertain:
-If the full extent of parking bay suspension remains necessary and unavoidable;
-If the hours of restriction remain necessary and unavoidable.

Should it be deemed that the parking suspension can be amended to reduced hours/reduced bays, the applicant must amend the parking scheme via the requisite Highways order.

The results of the review must be made available upon request by the Local Planning Authority.

Prior to its coming into force, any amendment to the Parking Suspension Scheme shall also be submitted to the Local Planning Authority in writing.

REASON

To safeguard residential amenity in accordance with policies DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

INFORMATIVES

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

Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.

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

All crane applications should be sent to Heathrow's Works Approval Team via the following address:

Airside_Works_Approvals@heathrow.com

4 Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.

B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.

C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance 'The Control of dust and emissions from construction and demolition'.

D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit (www.hillingdon.gov.uk/noise Tel. 01895 250155) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

5 The Council will recover from the applicant the cost of highway and footway repairs, including damage to grass verges.

Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths during construction. Vehicles delivering materials to this development shall not override or cause damage to the public footway. Any damage will require to be made good to the satisfaction of the Council and at the applicant's expense.

For further information and advice contact - Highways Maintenance Operations, Central Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB3 3EU (Tel: 01895 277524).

For Private Roads: Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths on private roads during construction. Vehicles delivering materials to this development shall not override or cause damage to a private road and where possible alternative routes should be taken to avoid private roads. The applicant may be required to make good any damage caused.

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

Part 1 Policies

- PT1.BE1 (2012) Built Environment
- PT1.CI1 (2012) Community Infrastructure Provision
- PT1.CI2 (2012) Leisure and Recreation
- PT1.EM11 (2012) Sustainable Waste Management
- PT1.EM5 (2012) Sport and Leisure
- PT1.EM6 (2012) Flood Risk Management
- PT1.EM8 (2012) Land, Water, Air and Noise

Part 2 Policies

- DMEI 10 Water Management, Efficiency and Quality
- DMEI 1 Living Walls and Roofs and Onsite Vegetation
- DMHB 12 Streets and Public Realm
- LPP D12 (2021) Fire safety
- LPP D3 (2021) Optimising site capacity through the design-led approach
- LPP D4 (2021) Delivering good design
- LPP D8 (2021) Public realm
- DMEI 14 Air Quality
- DMEI 2 Reducing Carbon Emissions
- DMCI 1 Retention of Existing Community Sport and Education Facilities
- DMCI 1A Development of New Education Floorspace
- DMCI 2 New Community Infrastructure
- DMCI 7 Planning Obligations and Community Infrastructure Levy
- DMEI 12 Development of Land Affected by Contamination
- DMEI 7 Biodiversity Protection and Enhancement

LPP G1	(2021) Green infrastructure
LPP G5	(2021) Urban greening
LPP G6	(2021) Biodiversity and access to nature
LPP G7	(2021) Trees and woodlands
LPP M1	(2021) Monitoring
LPP T1	(2021) Strategic approach to transport
LPP T2	(2021) Healthy Streets
LPP T5	(2021) Cycling
LPP T6	(2021) Car parking
LPP T6.5	(2021) Non-residential disabled persons parking
DMEI 9	Management of Flood Risk
DMHB 11	Design of New Development
DMHB 14	Trees and Landscaping
DMHB 15	Planning for Safer Places
DMHB 7	Archaeological Priority Areas and archaeological Priority Zones
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 6	Vehicle Parking
LPP D11	(2021) Safety, security and resilience to emergency
LPP D14	(2021) Noise
LPP D5	(2021) Inclusive design
LPP S3	(2021) Education and childcare facilities
LPP S5	(2021) Sports and recreation facilities
LPP SI1	(2021) Improving air quality
LPP SI7	(2021) Reducing waste and supporting the circular economy
LPP SI12	(2021) Flood risk management
LPP SI13	(2021) Sustainable drainage
LPP SI2	(2021) Minimising greenhouse gas emissions

- LPP T4 (2021) Assessing and mitigating transport impacts
- LPP T7 (2021) Deliveries, servicing and construction
- NPPF11 NPPF 2021 - Making effective use of land
- NPPF12 NPPF 2021 - Achieving well-designed places
- NPPF15 NPPF 2021 - Conserving and enhancing the natural environment
- NPPF2 NPPF 2021 - Achieving sustainable development
- NPPF4 NPPF 2021 - Decision-Making
- NPPF8 NPPF 2021 - Promoting healthy and safe communities
- NPPF9 NPPF 2021 - Promoting sustainable transport

END OF SCHEDULE

Address:

Development Management

Directorate of Place

Hillingdon Council

3 North, Civic Centre, High Street, Uxbridge UB8 1UW

www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref: 3348/APP/2023/138

SCHEDULE OF PLANS

Landscape Design Report (Dated 6th January 2023) - received 16 Jan 2023

1468-MDW-HED-ZZ-XX-DR-L-1000 Rev. A1 Landscape General Arrangement - received 16 Jan 2023

1468-MDW-HED-ZZ-XX-DR-L-1001 Rev. A1 Hard Landscape Pallette - received 16 Jan 2023

1468-MDW-HED-ZZ-XX-DR-L-1002 Rev. A1 Soft Landscape Pallette - received 16 Jan 2023

1468-MDW-HED-ZZ-XX-DR-L-1003 Rev. A1 Green Quantum (including Urban Greening Factor) - received 16 Jan 2023

1468-MDW-HED-ZZ-XX-DR-L-3000 Rev. A1 Planting Scheme - received 16 Jan 2023

Planning Statement (Dated January 2023) - received 16 Jan 2023

TH 3639 C Arboricultural Impact Assessment Method Statement & Tree Protection Plan (Dated 12th January 2023) - received 16 Jan 2023

RP-HED-074 Biodiversity Net Gain and Landscape & Ecology Management Plan Report (Dated 15th December 2022) - received 16 Jan 2023

2220959 Noise Impact Assessment (Dated 12th January 2023) - received 16 Jan 2023

3249/007/013C Outline Construction Logistics Plan (Dated March 2023) - received 03 Mar 2023

Daylight and Sunlight Overview (Dated 11th January 2023) - received 16 Jan 2023

RP-HED-063 v3 Preliminary Ecological Assessment & Mitigation Plan (Dated 15th December 2022) - received 16 Jan 2023

TH/A3/3639C/TPP Appendix 9: Tree Protection Plan - received 16 Jan 2023

10776/JW Ground Investigation Report (Dated 23rd November 2022) - received 16 Jan 2023

22002-MHA-WS-XX-R-C-003 Rev P03 Flood Risk & Drainage Strategy (Dated 6th January 2023) - received 16 Jan 2023

Overheating Report Version 02 (Dated 11th January 2023) - received 16 Jan 2023

Energy Strategy Version 01 (Dated 11th January 2023) - received 16 Jan 2023

3249/007/006B Transport Assessment (Dated January 2023) - received 16 Jan 2023

3249/007/010A School Travel Plan (Dated January 2023) - received 16 Jan 2023

3249/007/011A Delivery and Servicing Plan (Dated January 2023) - received 16 Jan 2023

4267 CDC XX GF DR A (DM) 001 Rev. B - received 16 Jan 2023

4267 CDC XX GF DR A (DM) 100 - received 16 Jan 2023

4267 CDC XX GF DR A (DM) 120 Rev. B - received 16 Jan 2023

3249/007/012A Car Park Management Plan (Dated January 2023) - received 16 Jan 2023

500 Rev. P04 Drainage Strategy - received 16 Jan 2023

501 Rev. P03 Catchment Plan and Exceedance Flow Routes - received 16 Jan 2023

C59-P17-R01 Air Quality Assessment (Dated January 2023) - received 16 Jan 2023

Fire Safety Statement Rev. 01 - received 21 Feb 2023

4267 Design & Access Statement Rev. B (Submitted 7th March 2023) - received 07 Mar 2023

4267 CDC XX GF DR A (GA) 123 Rev. A - received 16 Jan 2023

4267 CDC XX XX DR A (EX) 400 - received 16 Jan 2023

4267 CDC XX A (EX) 120 - received 16 Jan 2023

4267 CDC XX A (EX) 000 Rev. C - received 16 Jan 2023

4267 CDC XX A (EX) 001 Rev. A - received 16 Jan 2023

4267 CDC XX GF DR A (GA) 001 Rev. F - received 16 Jan 2023

4267 CDC XX A (EX) 100 - received 16 Jan 2023

4267 CDC XX GF DR A (GA) 102 Rev. A - received 16 Jan 2023

4267 CDC XX GF DR A (GA) 112 Rev. A - received 16 Jan 2023

4267 CDC XX XX DR A (GA) 300 Rev. C - received 16 Jan 2023

4267 CDC XX XX DR A (GA) 305 - received 16 Jan 2023

4267 CDC XX XX DR A (GA) 410 Rev. A - received 16 Jan 2023

4267 CDC XX XX DR A (GA) 420 Rev. A - received 16 Jan 2023

Cover Letter (Dated 16th January 2023) - received 16 Jan 2023

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

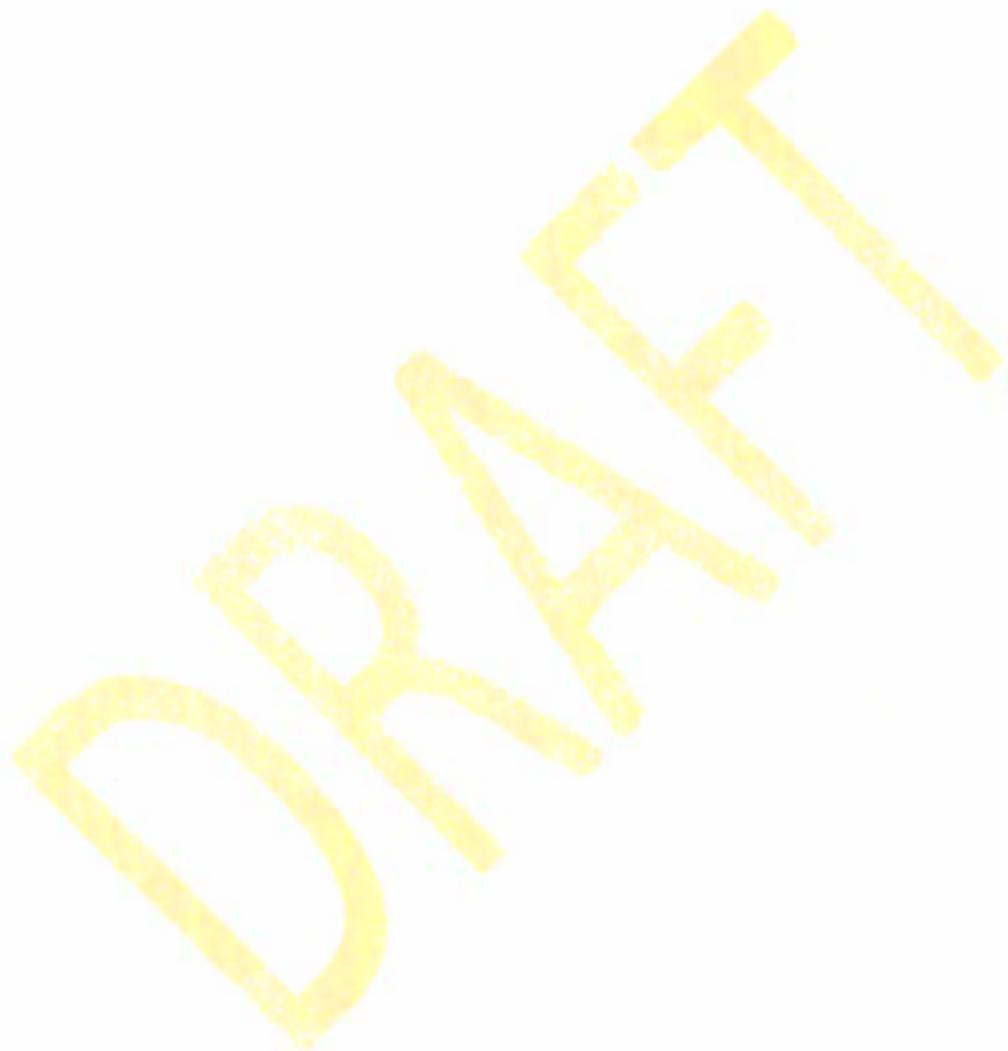
- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to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

Purchase Notices.

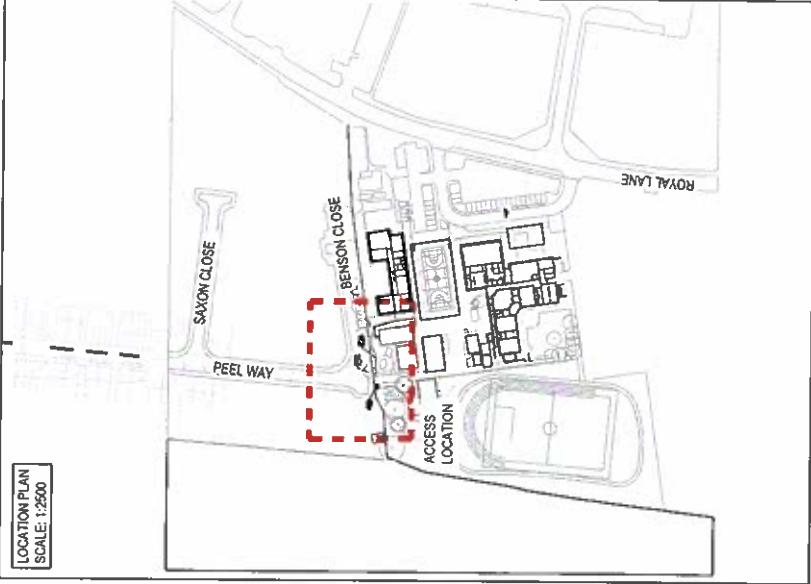
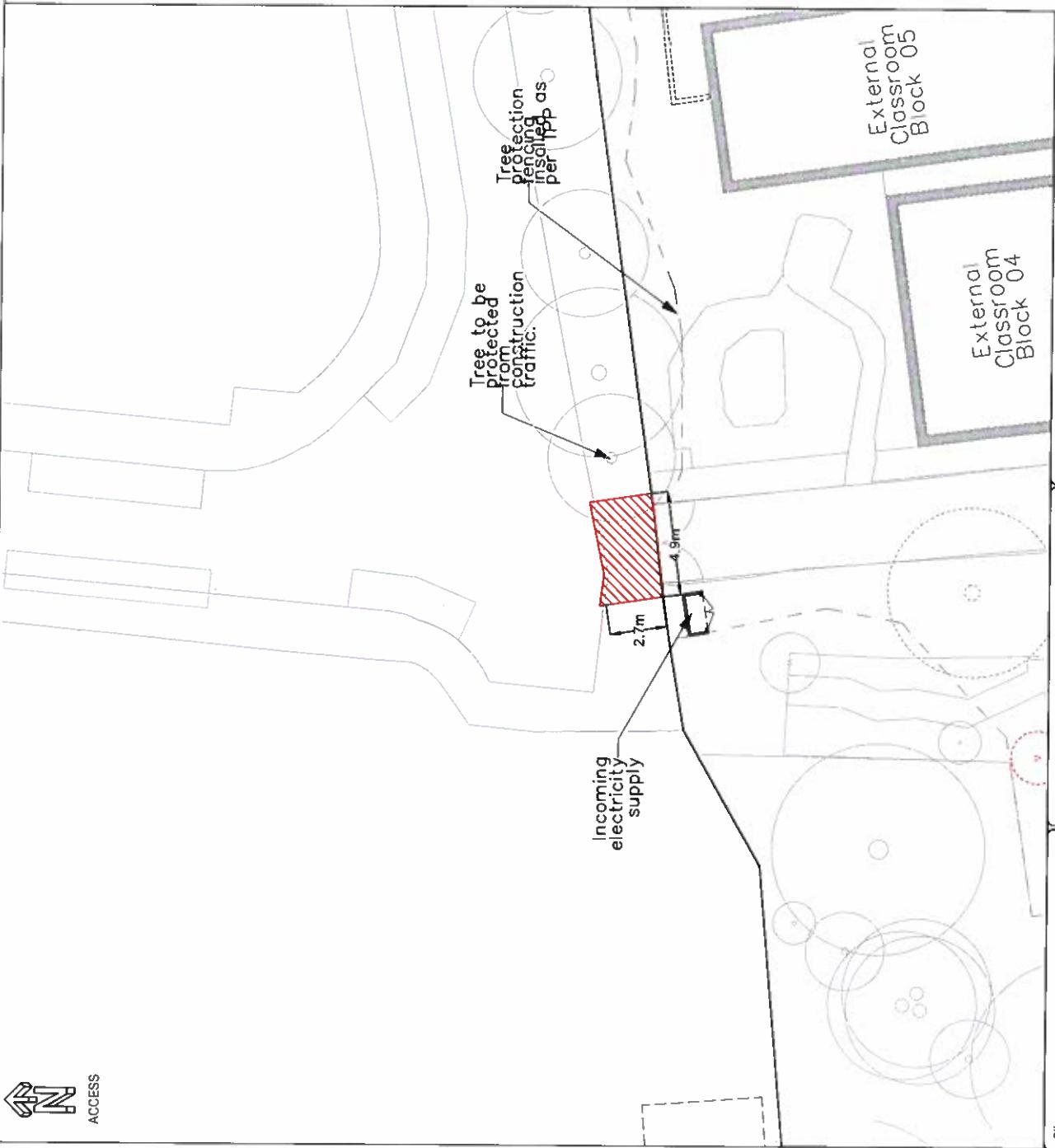
- If either the local planning authority or the office of the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably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

APPENDIX 4

Drawing 3249-007-040-MHS Outline Design Vehicle Crossover – 18.5.23



DRAFT

DO NOT SCALE OFF THIS DRAWING																															
		<p>KEY:</p> <p> ACCESS</p> <p> Indicative Extent of Crossover</p>																													
<p>Notes:</p> <ol style="list-style-type: none"> The contractor is responsible for verifying all site & setting out dimensions before commencing work. This drawing is to be read in conjunction with all relevant Architectural and M & E drawings. All dimensions in millimeters unless stated otherwise. Road marking measurements taken from Google Maps. 																															
 <p>LOCATION PLAN SCALE: 1:2500</p>																															
 <p>Tree to be protected from construction traffic.</p> <p>Tree protection per 1.5m per side as per traffic</p> <p>Incoming electricity supply</p> <p>2.7m</p> <p>4.9m</p> <p>External Classroom Block 05</p> <p>External Classroom Block 04</p>																															
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THE COMMON SEAL of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON

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

MEMBER OF

THE COUNCIL.....

AUTHORISED OFFICER.....

EXECUTED AS A DEED by

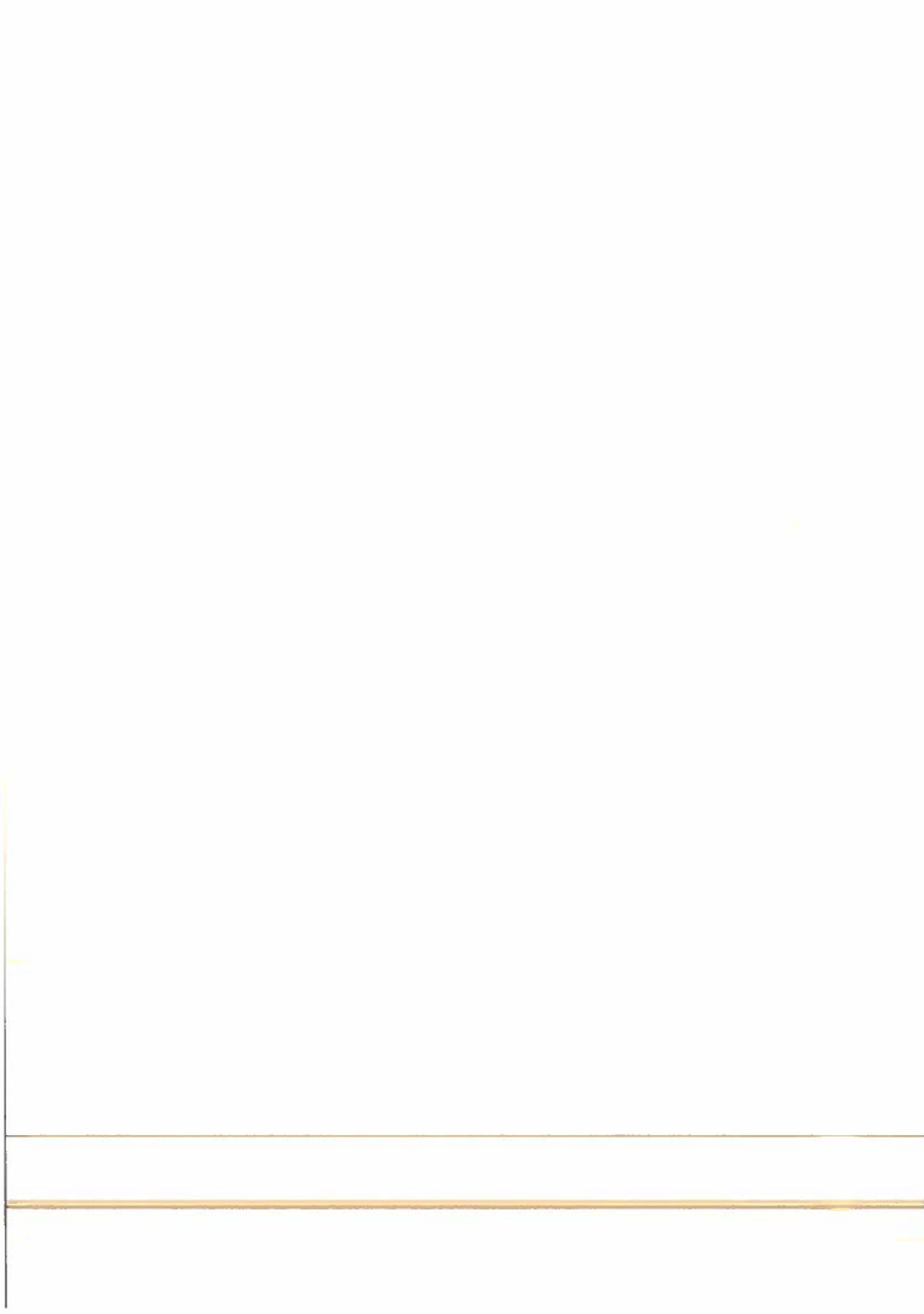
[] acting by:-

DIRECTOR.....

DIRECTOR/SECRETARY.....



Appendix Four – Plan



This document and its design intent is captured in [Figure 1](#). It shall be read as complementary with all other associated project information including [product](#), [specifications](#), [operational](#), [technical](#) and [related constraints](#) documents. Due note must be taken of documents. All documents to be held in this document are subject to any [changes](#), [clarifications](#), [clarifications](#) and [supplements](#) with this document or the [original](#) in [itself](#).

5



The diagram consists of two parallel vertical lines. The left line is red and labeled 'Application Boundary' above it. The right line is blue and labeled 'Ownership Boundary' above it. Both labels are rotated 90 degrees counter-clockwise.

CDC Studio

Studio, 17 Comberton Rd, Cambridge CB23 7BA
5-7 Tanner St, London, SE1 3LF
Info@cds-studio.co.uk 01223 262413

Project :
Meadow School New Building

Date : 14/12/22 Scale @ A3 : 1:1250

Drawing Title:
Existing Location Plan

Rev. : E
Drawing No. : 4267 CPC XX A (EX) 9000



181800 -

1700

181700

181800

MEMBER OF
THE COUNCIL

AUTHORISED
OFFICER

ANSWER

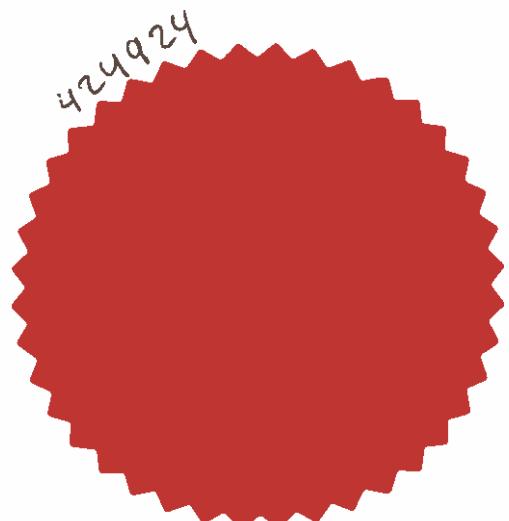
242 *Journal of Health Politics, Policy and Law*

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

THE COMMON SEAL of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF
HILLINGDON (acting as the local
planning authority)
was duly affixed to this Statement
in the presence of:-

Member of the Council:

Authorised Officer.....



THE COMMON SEAL of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF
HILLINGDON (acting as the Owner)
was duly affixed to this Statement
in the presence of:-

Member of the Council:

Authorised Officer:.....

