

DATED

29th October

2020

ORCHARD HILL COLLEGE ACADEMY TRUST

and

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS
RELATING TO THE DEVELOPMENT OF LAND AT

**FORMER CHANTRY SCHOOL SITE, FALLING LANE, YIEWSLEY
5746/APP/2019/2403**

Attn: Vera Agbakoba
Planning & Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 3E/04/VA/16898

THIS PLANNING OBLIGATION BY DEED is dated 29th October 2020
and is made **BETWEEN**:

- (1) **ORCHARD HILL COLLEGE ACADEMY TRUST** (Co. Regn. No. 08476149) a company registered in England whose registered office is situated at Quadrant House, The Quadrant, Brighton Road, Sutton, England SM2 5AS ("the Owner"); and
- (2) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council")

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- B The Owner has a freehold interest in the Land registered under Title No. AGL340009 at the Land Registry.
- C On 17 July 2019 the Owner submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Land pursuant to the Planning Permission.
- E The Council resolved at its Major Applications Planning Committee meeting on 18 March 2020 to delegate authority to determine the Planning Application to the Head of Planning Transportation and Regeneration subject to the prior completion of this Deed.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

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

"Act"	means the Town and Country Planning Act 1990 (as amended);
"Air Quality Contribution"	means the Index Linked sum of Fifty three thousand four hundred and fifty four pounds (£53,454) to be paid in accordance with Schedule 4 being a contribution required due to the failure of the proposal to be air quality neutral, with the contribution to be used towards delivering mitigation measures along the road network affected by the Development to reduce human exposure to pollution levels;
"Authority's Area"	means the administrative area of the Council;
"Commencement of Development"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination adverse ground conditions repair construction of temporary fencing or hoardings, services diversions, site clearance and demolition and "Commence" and "Commencement" shall be construed accordingly;

"Community Use Agreement"	means a written document to be submitted to and approved in writing by the Council which shall include details of hours of use, access to the grass pitches, all weather pitch, MUGA and sports hall (including WCs and changing rooms) by non-school users, management responsibilities and include a mechanism for review, to be provided in accordance with Schedule 2 ;
"Construction Training Contribution"	means the Index Linked sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Deed and to be provided in accordance with Schedule 3 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;
"Construction Training Scheme"	means a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by the Developer to fund, arrange and/or provide construction training for workers and/or potential workers for the Development
"Contributions"	means the Air Quality Contribution, and the Construction Training Contribution (or any part of the Construction Training Contribution payable in accordance with Schedule 3);
"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 payable, calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development.</i>
"the Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;
"Deputy Chief Executive and Director of Residents Services"	means the Council's Deputy Chief Executive and Director of Residents Services 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 Annex 1;
"Index Linked"	means the application of the formula at clause 15 of this Deed and "Indexation" and

	"Index Linking" and "Indexation" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;
"Land"	means all the land and buildings at Former Chantry School, Falling Lane, Yiewsley which is registered under title no. AGL340009 and is within the area edged red on the Plan;
"Occupation"	means occupation of the Land for the purposes permitted by the Planning Permission and "Occupy" and "Occupied" shall be construed accordingly;
"Plan"	means the Plan attached to this Deed at Annex 2 ;
"Planning Application"	means the application for planning permission for demolition of the existing school and a comprehensive redevelopment of the site to provide a new two storey school building; provision of a Multi-Use Games Area (MUGA); an All Weather Pitch (AWP); increased car and cycle parking facilities; landscaping; and associated works. Provision of temporary construction access across Philpots Farm and a temporary compound and associated development under the Council's reference number 5746/APP/2019/2403;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Annex 3;

"Project Management and Monitoring Sum"	means the sum equivalent to five (5) percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed;
"Section 106 Reference"	means the planning application reference number 5746/APP/2019/2403;
" Significant Under-Performance"	means compliance with less than fifty per cent (50%) of the total live outputs specified in the agreed Construction Training Scheme during the construction of the Development;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Training Costs"	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college";</i>
"Travel Plan"	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Development other than by private cars in accordance with Schedule 1 ;

“VAT”

means Value Added Tax.

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

- 1.9 Without prejudice to the terms of any other provision contained in this Deed 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 obligation of the Owner arising under this Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 to the intent that it will bind the Owner and their successors in title to the Land

- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

3. CONDITIONALITY

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

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

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

4. MISCELLANEOUS

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

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

- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner's interest or estate to the Land or any part or parts of the Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or its successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

4.9 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.

4.10 This Deed cannot be amended or discharged without the prior consent in writing of the 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 Land to observe and perform the obligations contained in clause 6 and the schedules of this Deed.

6. COSTS

6.1 The Owner hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed.

6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Sum. For the avoidance of doubt the Project Management and Monitoring Sum shall be in addition to the costs referred to in sub-clause 6.1 above.

7. REGISTRATION OF DEED

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

8. RIGHT OF ACCESS

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

9. EXPERT DETERMINATION

9.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall

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

10. THIRD PARTIES

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

11. NOTICES

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

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

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

b) Owner at Stephanie Hill, Quadrant House, The Quadrant, Brighton Road, Sutton, England SM2 5AS.

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 Deputy Chief Executive and Director of Residents Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

13. CHANGE IN OWNERSHIP

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

14. CONTRIBUTIONS

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

- (a) The Contributions due under this Deed shall be delivered to the person and address specified in clause 11 above;
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the 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 Deed 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 Deed shall be increased by the application of the formula $A=B \times C/D$ where:

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

16. INTEREST

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

17. VAT

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

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

18. JURISDICTION

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

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

SCHEDULE 1

TRAVEL PLAN

In this Schedule 1 the following definitions shall apply:

'Auditor'	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of Monitoring
'Car'	means a four wheeled motor vehicle other than one powered by electricity
'Employees/Users'	means a person making the journey to/from the Development
'Monitoring'	means a survey of Employees/Users of the Development using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by Employees/Users when travelling between home and the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time)
'Monitoring Period'	means the period of five (5) years beginning on Occupation of the Development
'Targets'	means targets for achieving a decrease in the proportion of persons travelling to and from the Development by single occupancy private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Travel Plan which shall be submitted to and

	approved by the Council for the Development
'Travel Plan Co-ordinator'	means the person or persons to be appointed by the Owner to act as Co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan

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

1. Not to Occupy the Development until the Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).

1.1 To work with the Council's School Travel and Road Safety team on the Travel Plan and to use reasonable endeavours (evidenced in writing) to achieve Transport for London Travel Plan Accreditation.

2. The Travel Plan shall include as a minimum:

- 2.1. Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
- 2.2. The length of the monitoring period for the Travel Plan which shall not be less than the Monitoring Period;
- 2.3. A timetable for the preparation, implementation, monitoring and review of all stages of the Travel Plan, with a Travel Plan review to be undertaken and submitted to the Council for approval at 25%, 50%, 75% and 100% Occupation;
- 2.4. The period post Occupation when the initial Monitoring survey will be undertaken and details of subsequent Monitoring surveys for the purposes of assessment achievement of Targets;
- 2.5. The Targets.
- 2.6. Demonstration of a commitment to the ongoing provision and expansion of the existing school bus service to cater for the growing number of

pupils and also a commitment to the ongoing review of and provision of additional cycle parking provision should demand dictate.

3. The Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Development.
4. To fund and procure the implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter shall comply with the Travel Plan for the Monitoring Period.
5. The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Travel Plan Co-Ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
6. The Owner shall be responsible for the costs of Monitoring and auditing and any remuneration and expenses payable to the Travel Plan Co-ordinator and the Auditor.
7. In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.
8. Following approval of the Travel Plan for the Development the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
 - 8.1. within twenty eight (28) days of the Occupation of the Development to provide written details of the Travel Plan to all new occupiers of the Development;
 - 8.2. to use all reasonable endeavours to ensure that occupiers of the Development comply with the Travel Plan;
 - 8.3. to undertake the initial Monitoring survey which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an annual review of the Travel Plan and provide a written report within twenty eight (28) days of the review to the Council;

- 8.4. to supply the Council with a statistical summary of the modes of transport used by Employees/Users disclosed by any monitoring surveys or copies of any questionnaires completed by Employees/Users;
 - 8.5. to secure that the results of each Monitoring are verified by an Auditor within two (2) calendar months of the monitoring surveys taking place by methods that accord with the reasonable requirements of the Council.
9. The Owner will implement any reasonable recommendations made by the Council following each annual review of the Travel Plan within twenty eight (28) days of such recommendation being made by the Council.

SCHEDULE 2
COMMUNITY USE AGREEMENT

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

1. Prior to Occupation of the Development, the Owner shall submit the Community Use Agreement to the Council for written approval.
2. Not to Occupy the Development until the Community Use Agreement is submitted to and approved in writing by the Council.
3. Following written approval of the Community Use Agreement, the Owner shall ensure that the approved Community Use Agreement is implemented upon commencement of the use of the Development.

SCHEDULE 3
CONSTRUCTION TRAINING

The Owner hereby covenants with the Council as follows:

Construction Training Scheme: In-kind Provision

1. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.
2. 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.
3. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage 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.
4. Prior to Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
5. Prior to Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
6. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 - 5 of this Schedule have been complied with.
7. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. The 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.

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

Construction Training Contribution in lieu

9. The Construction Training Scheme will not be required and the obligations within paragraphs 1 – 8 (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
10. Not to Occupy or cause to be Occupied any part of the Development before either:
 - a. the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with that approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
 - b. in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
 - c. the Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

SCHEDULE 4
AIR QUALITY CONTRIBUTION

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

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

APPENDIX 1

FORM PO1

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

FORM

PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

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

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

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

☐

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO

ANNEX 2
PLAN

General Notes

- Under no circumstances should dimensions be scaled from this drawing "If in doubt ask".

Previous red line boundary

Proposed red line boundary

Note - change is only to haul road boundary, not school site.

MEMBER OF
THE COUNCIL

AUTHORISED
OFFICER

Amended
by
M. L. H. P.

P01 13/08/20 CM First Issue

Rev / Date By Comment

Project name

Orchard Hill School

Drawing title

New Red Line Boundary for

Haul Road

LAING OROURKE

Purpose of issue

For information

Drawn by

C Murphy

Scale

Not to scale

Job Number

N/A

Date

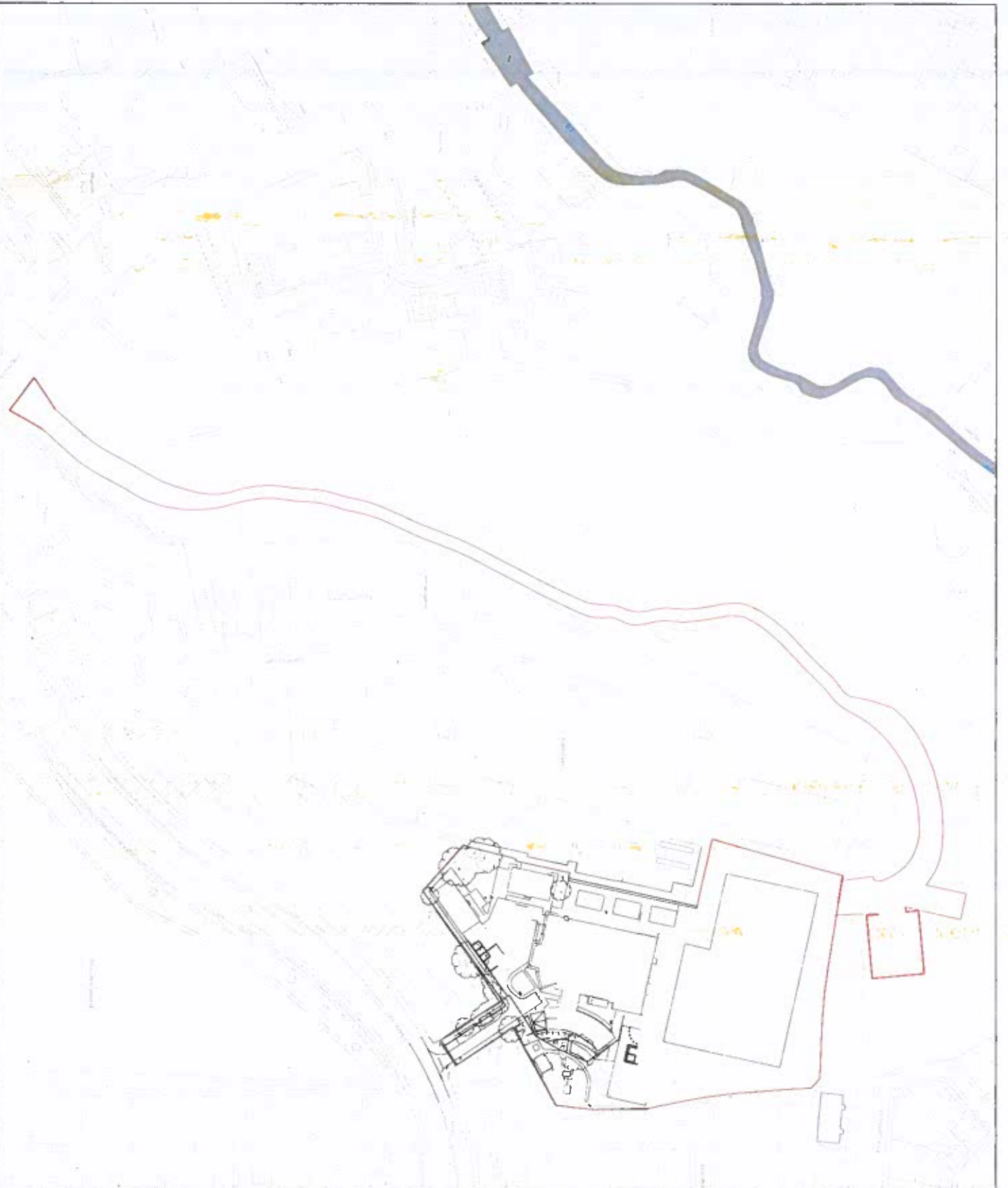
13/08/20

Drawing Number

TBC

Rev

P01



ANNEX 3
DRAFT PLANNING PERMISSION

DRAFT

Mr David Fletcher
Strutt & Parker
66-68 Hills Road
Cambridge
CB2 1LA

Application Ref: 5746/APP/2019/2403

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) GRANT OF PLANNING PERMISSION

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

Description of development:

Demolition of the existing school and a comprehensive redevelopment of the site to provide a new two storey school building; provision of a Multi-Use Games Area (MUGA); an All Weather Pitch (AWP); increased car and cycle parking facilities; landscaping; and associated works. Provision of temporary construction access across Philpots Farm and a temporary compound and associated development.

Re-consultation on amended Site Location Plan.

Location of development: Former Chantry School Site Falling Lane Yiewsley

Date of application: 17 July 2019

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 19 March 2020

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

Amendments required: YES / NO

NOTES: (i) Please also see the informatives included in the Schedule of Conditions.

(ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.

(iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 5746/APP/2019/2403

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: ORC_ATK_ZZ_XX_DR_A_PL001 Rev. P01, ORC_ATK_Z1_ZZ_SK_C_(95)_0002 Rev. P02, ORC_ATK_Z1_00_DR_A_PL010 Rev. P01, ORC_ATK_Z1_01_DR_A_PL011 Rev. P01, ORC_ATK_Z1_RL_DR_A_PL012 Rev. P01, ORC_ATK_Z1_XX_DR_A_PL006 Rev. P01, ORC_ATK_Z1_XX_DR_A_PL007 Rev. P01, ORC_ATK_Z1_XX_DR_A_PL015 Rev. P01, ORC_ATK_Z1_XX_DR_A_PL016 Rev. P01, ORC_ATK_Z1_ZZ_SK_C_(95)_0001 Rev. P02, ORC_ATK_Z1_ZZ_SK_C_(95)_0002 Rev. P02 and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan: Part Two Development Management Policies (2020) and the London Plan (2016).

SCHEDULE OF CONDITIONS

- 3 · The development hereby permitted shall not be occupied until the following has been completed in accordance with the specified supporting plans and/or documents:

Air Quality Screening Assessment dated June 2019
Arboricultural Impact Assessment dated August 2017
Archaeological Desk Based Assessment dated June 2019
BRUKL Outputs dated October 2019
Construction Logistics Plan Rev 0 dated June 2019
Design and Access Statement dated June 2019
Drainage Maintenance Plan dated December 2019
Education Funding Authority Feasibility Study dated July 2018
Energy Strategy Report
External Works Schedule
Flood Risk Assessment dated December 2019
Flood Risk Assessment and Drainage Strategy dated June 2019
GLA Carbon emission reporting
Ground Investigation Factual Report dated September 2017
Noise Baseline Monitoring Report
Noise Survey Report dated July 2018
Noise Impact Assessment dated December 2019
Planning Statement dated June 2019
Preliminary Ecological Appraisal dated August 2017
Preliminary Ground Contamination Risk Assessment Report dated September 2017
Statement of Community Engagement
Traffic Routing Plan
Transport Assessment dated February 2020
Tree Schedule ref: E17865

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: Part Two Development Management Policies (2020) and the London Plan (2016)

- 4 · The Multi Use Games Area and All Weather Pitch shall be delivered and available for use for pupils within 6 months of occupation of the school hereby approved.

REASON

To ensure the Phase 2 of the development is delivered within a reasonable time frame and ensuring appropriate sport and recreational facilities are available for pupils in accordance with Policies DMCI 1A of the Hillingdon Local Plan: Part Two Development Management Policies (2020) and Policy 3.19 of the London Plan (2016) and Policy S4 of the draft London Plan (2019).

SCHEDULE OF CONDITIONS

5. Prior to the commencement of above ground construction works, detailed plans of the facing materials, collapsible railings and elevations annotated to show where the materials are to be located and a sample of external materials and other external surfaces shall be submitted to and approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details.

REASON

To ensure that the development presents a satisfactory appearance in accordance with Policies DMHB 11 and DMHB 12 of the Local Plan: Part Two - Development Management Policies (2020) and the London Plan (2016).

6. No site clearance or construction work shall take place until the details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:

1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.

2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority such fencing should be a minimum height of 1.5 metres.

Thereafter, the development shall be implemented in accordance with the approved details. The fencing shall be retained in position until development is completed. The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:

2.a There shall be no changes in ground levels;

2.b No materials or plant shall be stored;

2.c No buildings or temporary buildings shall be erected or stationed.

2.d No materials or waste shall be burnt; and.

2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.

3. Where the arboricultural method statement recommends that the tree protection measures for a site will be monitored and supervised by an arboricultural consultant at key stages of the development, records of the site inspections / meetings shall be submitted to the Local Planning Authority.

REASON

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

SCHEDULE OF CONDITIONS

7. Prior to the relevant part of the work, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include: -

1. Details of Soft Landscaping

- 1.a Planting plans (at not less than a scale of 1:100),
- 1.b Written specification of planting and cultivation works to be undertaken,
- 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate to include pollution absorbing tree species.

2. Details of Hard Landscaping

- 2.a Refuse Storage
- 2.b Cycle Storage for 16 (for staff) and 32 (for students)
- 2.c Means of enclosure/boundary treatments including shutters to the car parking area and gates/boundary fencing across the development
- 2.d Car Parking Layouts for 63 spaces (including the layout of 6 car parking spaces reserved for blue badge holders, 7 spaces designated for taxis, 5 spaces for minibuses and 6 car parking spaces served by electrical charging points and 6 car parking spaces served by passive electric charging points)
- 2.e Hard Surfacing Materials
- 2.f External Lighting
- 2.g Other structures such as play equipment

3. Living Walls and Roofs

- 3.a Details of the inclusion of living walls and roofs that include nectar rich planting on two or more elevations
- 3.b Justification as to why no part of the development can include living walls and roofs

4. Details of Landscape Maintenance

- 4.a Landscape Maintenance Schedule for a minimum period of 5 years.
- 4.b Proposals for the replacement of any tree, shrub, or area of surfacing/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 and DMT 6 of the Local Plan: Part Two - Development Management Policies (2020) and Policies 5.11 and 5.17 of the London Plan (2016).

SCHEDULE OF CONDITIONS

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

Remedial work should be carried out to BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

REASON

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

- 9 . No additional lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the Council.

REASON

To protect the character of the area in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

SCHEDULE OF CONDITIONS

- 10 . Prior to above ground works, a full ecological protection and enhancement scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme must include a clear and appropriately scaled plan showing the retention of the ecological features of interest and the specific measures to enhance opportunities for wildlife, including but not limited to; bat and bird boxes appropriately located, artificial refugia within the landscaping areas; wildlife specific planting (i.e. nectar rich planting) and a specific area within the landscaping that is developed specifically to enhance opportunities for wildlife.

The scheme shall also incorporate a report with a commentary on the proposed enhancement features, how these will benefit wildlife and how the scheme will be managed and maintained to maximise the opportunities for wildlife over the lifetime of the development. The development thereafter proceed in accordance with the approved scheme.

REASON

To ensure the development protects and enhances ecology in accordance with the national planning policy framework and EM7 of the Local Plan Part One (November 2012).

SCHEDULE OF CONDITIONS

- 11 (i) The development shall not commence until a scheme to deal with contamination has been submitted to and approved by the Local Planning Authority (LPA) in accordance with the Supplementary Planning Guidance Document on Land Contamination and the Environment Agency document 'Model procedures for the Management of Land Contamination' (CLR11). All works which form part of a remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:
- a) An interpretive report produced by a competent person, and submitted to the LPA for approval; the report is to include suitably updated conceptual model and risk assessment along with detailed conclusions and recommendations based on findings within the previously submitted Preliminary Ground Contamination Report and the Ground Investigation Factual Report), and also including, where relevant, details of soil, soil gas, surface and groundwater sampling, together with the results of analysis and risk assessment. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and
 - (b) A written method statement providing details of the remediation scheme and how the completion of the remedial works for each phase will be verified shall be agreed in writing with the LPA prior to commencement of each phase, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.
- (ii) If during remedial or development works contamination, not addressed in the submitted remediation scheme, is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and
- (iii) Upon completion of the approved remedial works, this condition will not be discharged until a comprehensive verification report has been submitted to and approved by the LPA. The report shall include the details of the final remediation works and their verification to show that the works for each phase have been carried out in full and in accordance with the approved methodology.
- (iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the results of this testing shall be submitted and approved in writing by the Local Planning Authority. All soils used for gardens and/or landscaping purposes shall be clean and free of contamination.

REASON

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy DME1 12 of the Local Plan: Part Two - Development Management Policies (2020).

SCHEDULE OF CONDITIONS

- 12 . The building, car park and site shall achieve 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). No building shall be occupied until accreditation has been achieved.

REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000; to reflect the guidance contained in the Council's SPG on Community Safety By Design and to ensure the development provides a safe and secure environment in accordance with Policies 7.1 and 7.3 of the London Plan (2016).

- 13 . Prior to above ground works, an energy assessment for the works hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The assessment shall set out the annual baseline regulated energy demand (kwhr) as per 2013 Building Regulations (or subsequent amendments) and associated carbon emissions (kgCO₂ and tCO₂). The assessment shall then set out the measures and technology required to achieve a 100% reduction (zero carbon) in the CO₂ associated with the baseline regulated energy demand; these measures must be sufficiently evidenced with corresponding details and specifications including the location of low and zero carbon technology (i.e. roof plans showing the inclusion of PV panels). The updated Energy Assessment must clearly set out any shortfall (tCO₂) of the zero carbon standard. The development must proceed in accordance with the approved updated Energy Assessment.

REASON

To ensure that the development incorporates appropriate energy efficiency measures in accordance with Policy EM1 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012), Policy DME1 2 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and Policy 5.2 of the London Plan (2016).

SCHEDULE OF CONDITIONS

- 14 Prior to commencement, (excluding demolition and site clearance) a scheme for the provision of sustainable water management shall be submitted to, and approved in writing by the Local Planning Authority. The scheme shall follow the strategy set out in 'Flood Risk Assessment' and 'Drainage Statement', produced by Infrastruct CS Ltd dated August 2019 Ref: 3478. The scheme shall clearly demonstrate how it, Manages Water and demonstrate ways of controlling the surface water on site by providing information on: a) Suds features: i. incorporating sustainable urban drainage (SuDs) in accordance with the hierarchy set out in Policy 5.13 of the London Plan. Where the proposal does not utilise the most sustainable solution, justification must be provided, ii. calculations showing storm period and intensity and volume of storage required to control surface water and size of features to control that volume to Greenfield run off rates at a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus Climate change, iii. where identified in an area at risk of surface water flooding, include additional provision within calculations for surface water from off site iv. where it is intended to have above ground storage, overland flooding should be mapped, both designed and exceedance routes above the 100, plus climate change, including flow paths depths and velocities identified as well as any hazards, (safe access and egress must be demonstrated). v. Where infiltration techniques (soakaway) or a basement are proposed a site investigation must be provided to establish the level of groundwater on the site, and to demonstrate the suitability of infiltration techniques proposed on the site. (This should be undertaken at the appropriate time of year as groundwater levels fluctuate). vi. Where groundwater is found within the site and a basement is proposed suitable mitigation methods must be provided to ensure the risk to others is not increased. vii. identify vulnerable receptors, ie WFD status and prevent pollution of the receiving groundwater and/or surface waters through appropriate methods; b) Minimise water use. i. incorporate water saving measures and equipment. ii. provide details of how rain and or grey water will be recycled and reused in the development. Thereafter the development shall be implemented and retained/maintained in accordance with these details for as long as the development remains in existence.

REASON

To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding contrary to: Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012), Policy DME1 10 Water Management, Efficiency and Quality in Hillingdon Local Plan Part 2 Development Management Policies 2020), Policies 5.12, 5.13 and 5.15 of the London Plan (2016), National Planning Policy Framework (2019), and the Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

- 15 The use of the external play areas hereby permitted shall take place only between the hours of 08.00 and 22:00 from Monday -Sunday.

REASON

To ensure that the development protects the amenities of neighbouring residents in accordance with Policy DMHB 11 of the Local Plan: Part Two - Development Management Policies (2020) and the London Plan (2016).

SCHEDULE OF CONDITIONS

- 16 . Prior to development commencing, the applicant shall submit a demolition and construction management and logistics plan to the Local Planning Authority for its approval. The plan shall detail:
- (i) The phasing of development works
 - (ii) The hours during which development works will occur.
 - (iii) Measures to mitigate against noise during construction.
 - (iv) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
 - (v) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours).
 - (vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
 - (vii) The storage of demolition/construction materials on site.

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

REASON

To safeguard the amenity of surrounding areas and manage highways impacts in accordance with Policy DMHB 11, DMT2 and DME14 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

- 17 . Prior to occupation of the development hereby approved a Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority. This shall:
- i) rationalise the number of delivery and servicing trips, particularly during peak traffic periods;
 - ii) ensure there is provision of adequate loading facilities;
 - iii) ensure that the delivery space and time is actively controlled through a site booking plan; and
 - iv) Provide details of measures which will be implemented to reduce neighbourhood impacts.

Operators should also be able to demonstrate their sustainability through membership of the Freight Operators Recognition Scheme (FORS) or similar.

REASON

To encourage out of hours/off peak servicing to help mitigate the site's contribution to local congestion levels in compliance with Policy DMT1 and DMT2 of the Local Plan: Part Two - Development Management Policies (2020).

SCHEDULE OF CONDITIONS

- 18 - The development hereby permitted shall strictly operate and enforce the following staggered start and finish times for the lifetime of the development unless otherwise agreed in writing by the local planning authority:

- Key Stage 1 and 2 - Start Time: 08:30 and Finish Time: 14:30
- Key Stage 3 - Start Time: 09:00 and Finish Time: 15:00
- Key Stage 4 - Start Time: 09:30 and Finish Time 15:30
- Key Stage 5 - Start Time: 10:00 and Finish Time 16:00

REASON

To manage traffic flows and mitigate against congestion on the local highway network in accordance with Policy DMT 1 and DMT 2 of the Local Plan: Part Two - Development Management Policies (2020) and Policy 6.12 of the London Plan (2016).

- 19 - No development shall take place (other than site clearance and demolition) until plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings have been submitted to and approved in writing by the Local Planning Authority. Such levels shall be shown in relation to a fixed and known datum point. Thereafter the development shall not be carried out other than in accordance with the approved details.

REASON

To ensure that the development relates satisfactorily to adjoining properties in accordance with Policy DMHB 11 and DMHB 12 of the Local Plan: Part Two - Development Management Policies (2020).

- 20 - 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) and to reduce energy demands in accordance with Policy 5.2 of the London Plan (2016).

- 21 - Before the development is brought into use the site be adequately fenced along all boundaries and access routes into and out of the school with anti-climb welded mesh fencing/gates to a height of 2.4m in accordance with details to be submitted and thereafter such fencing shall be installed maintained as approved.

REASON

To ensure that the proposed development does not prejudice the enjoyment by neighbouring occupiers of their properties and the appearance of the locality in accordance with Policy DMHB 11, DMHB 12 and DMHB 14 of the Local Plan: Part Two - Development Management Policies (2020).

SCHEDULE OF CONDITIONS

- 22 · External noise level emitted from plant, machinery/ equipment shall be lower than the lowest existing background noise level by at least 5dBA, where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. The noise levels shall be maintained for the lifetime of the development.

REASON

To safeguard the amenity of the surrounding area in accordance with Policy DME 4, DMHB 11 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

- 23 · All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the demolition and construction phase of the development hereby approved shall be required to meet Stage IIIA of EUDirective 97/68/EC. The site shall be registered on the NRMM register for the demolition and construction phase of the development.

REASON

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of Policies policy DMT 2, DMEI 1, and DMEI 14 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

- 24 · Prior to occupation, a scheme which specifies the provisions to be made for the control of noise from the All Weather Pitch from the site has been submitted to and approved in writing by the Local Planning Authority. In particular the scheme shall consider where noise reduction fencing should be installed to reduce noise around goal areas for hockey and football. The scheme shall include such combination of physical, administrative measures, noise limits and other measures as may be approved by the Local Planning Authority. Thereafter, the scheme shall be implemented and maintained in full compliance with the approved measures.

REASON

To safeguard the amenity of the surrounding area in accordance with policies DMHB 11 of the Hillingdon Local Plan: Part Two (2020).

- 25 · Prior to the relevant part of the works isolux diagrams and illumination calculations based on the actual external lighting products to be used on the site shall be submitted to and approved, in writing, by the Local Planning Authority. Once approved the development should be completed fully in accordance with the approved details

REASON

To protect neighbouring amenity and the character of the surrounding Conservation Area in accordance with Policy DMHB 4 of the Local Plan: Part Two - Development Management Policies (2020).

SCHEDULE OF CONDITIONS

- 26 . Prior to occupation, details of a dedicated dial-a-Ride or taxi/cab vehicle stop and wait facility, accessible toilet facilities and changing places to meet the needs of people with disabilities have been submitted to and approved in writing by the Local Planning Authority. The approved facilities should be provided prior to the occupation of the development and shall be permanently retained thereafter.

REASON

To ensure that people with disabilities have adequate access to the development in accordance with Policy DMCI 2 of the 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 . The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Unitary Development Plan Saved Policies (September 2007) as incorporated into the Hillingdon Local Plan (2012) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

LPP 5.1	(2016) Climate Change Mitigation
LPP 5.2	(2016) Minimising Carbon Dioxide Emissions
LPP 5.3	(2016) Sustainable design and construction
LPP 5.7	(2016) Renewable energy
LPP 5.11	(2016) Green roofs and development site environs
LPP 5.12	(2016) Flood risk management
LPP 5.13	(2016) Sustainable drainage
LPP 5.15	(2016) Water use and supplies
LPP 6.1	(2016) Strategic Approach
LPP 6.3	(2016) Assessing effects of development on transport capacity
LPP 6.9	(2016) Cycling
LPP 6.11	(2016) Smoothing Traffic Flow and Tackling Congestion
LPP 6.13	(2016) Parking
LPP 7.2	(2016) An inclusive environment
LPP 7.3	(2016) Designing out crime
LPP 7.4	(2016) Local character
LPP 7.14	(2016) Improving air quality
LPP 7.15	(2016) Reducing and managing noise, improving and enhancing the acoustic environment and promoting appropriate soundscapes.
LPP 7.21	(2016) Trees and woodlands

SCHEDULE OF CONDITIONS

LPP 8.2	(2016) Planning obligations
NPPF	National Planning Policy Framework
DMAV 1	Safe Operation of Airports
DMCI 1A	Development of New Education Floorspace
DMCI 2	New Community Infrastructure
DMCI 7	Planning Obligations and Community Infrastructure Levy
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 10	Water Management, Efficiency and Quality
DMEI 11	Protection of Ground Water Resources
DMEI 12	Development of Land Affected by Contamination
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 3	Decentralised Energy
DMEI 7	Biodiversity Protection and Enhancement
DMEI 9	Management of Flood Risk
DMHB 14	Trees and Landscaping
DMHB 15	Planning for Safer Places
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 4	Public Transport
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
LPP 3.18	(2016) Education Facilities
LPP 3.6	(2016) Children and young people's play and informal recreation facilities
LPP 3.9	(2016) Mixed and Balanced Communities
LPP 7.18	(2016) Protecting open space and addressing deficiency
LPP 7.6	(2016) Architecture

- 3 . A licence must be obtained from the Highway Authority before any works are carried out on any footway, carriageway, verge or other land forming part of the public highway. This includes the erection of temporary scaffolding, hoarding or other apparatus in connection with the development for which planning permission is hereby granted. For further information and advice contact: - Highways Maintenance Operations, 4W/07, Civic Centre, Uxbridge, UB8 1UW
- 4 . Your attention is drawn to the need to comply with the relevant provisions of the Building Regulations, the Building Acts and other related legislation. These cover such works as - the demolition of existing buildings, the erection of a new building or structure, the extension or alteration to a building, change of use of buildings,

SCHEDULE OF CONDITIONS

installation of services, underpinning works, and fire safety/means of escape works. Notice of intention to demolish existing buildings must be given to the Council's Building Control Service at least 6 weeks before work starts. A completed application form together with detailed plans must be submitted for approval before any building work is commenced. For further information and advice, contact - Building Control, 3N/01 Civic Centre, Uxbridge (Telephone 01895 250804 / 805 / 808).

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

A) Demolition and construction works should only be carried out between the hours of 08.00 hours 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 or Bank Holidays.

B) All noise generated during such works should be controlled in compliance with British Standard Code of Practice BS 5228: 1984.

C) The elimination of the release of dust or odours that could create a public health nuisance.

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

You are advised to consult the Council's Environmental Protection Unit, 3S/02, Civic Centre, High Street, Uxbridge, UB8 1UW (Tel. 01895 277401) 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.

- 6 . The Council's Waste Service should be consulted about refuse storage and collection arrangements. Details of proposals should be included on submitted plans. For further information and advice, contact - the Waste Service Manager, Central Depot - Block A, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB8 3EU (Tel. 01895 277505 / 506).
- 7 . You should contact Thames Water Utilities and the Council's Building Control Service regarding any proposed connection to a public sewer or any other possible impact that the development could have on local foul or surface water sewers, including building over a public sewer. Contact: - The Waste Water Business Manager, Thames Water Utilities plc, Kew Business Centre, Kew Bridge Road, Brentford, Middlesex, TW8 0EE. Building Control Service - 3N/01, Civic Centre, High Street, Uxbridge, UB8 1UW (tel. 01895 250804 / 805 / 808).
- 8 . Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn 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

SCHEDULE OF CONDITIONS

Construction Issues' (available at www.aoa.org.uk/publications/safeguarding.asp)

END OF SCHEDULE

Address:

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

GRANT OF PLANNING PERMISSION

Application Ref.No.: 5746/APP/2019/2403

SCHEDULE OF PLANS

Air Quality Screening Assessment dated June 2019 - received 23 Jul 2019
Arboricultural Impact Assessment dated August 2017 - received 23 Jul 2019
Archaeological Desk Based Assessment dated June 2019 - received 23 Jul 2019
BRUKL Outputs dated October 2019 - received 24 Dec 2019
Transport Statement - received 20 Feb 2020
Feasibility Study by Education Funding Authority dated July 2018 - received 23 Jul 2019
Flood Risk Assessment dated December 2019 - received 24 Dec 2019
Noise Impact Assessment - received 24 Dec 2019
GLA Carbon emission reporting - received 24 Dec 2019
Ground Investigation Factual Report dated September 2017 - received 23 Jul 2019
Site Context Plans - received 24 Dec 2019
ORC_ATK_ZZ_XX_DR_A_PL003 Rev. P02 - received 24 Feb 2020
Drainage Maintenance Plan - received 24 Dec 2019
Visuals of the Proposal - received 24 Dec 2019
Ecology Report - received 24 Jul 2019
Feasibility Study - received 23 Jul 2019
Ground Investigation Factual Report Ref: R17-12386 - received 23 Jul 2019
Preliminary Ground Contamination Risk Assessment Report Ref: R17-12386/ds - received 23 Jul 2019
Traffic Routes from M40_A40 - received 23 Jul 2019
ORC_ATK_Z1_ZZ_SK_C_(95)_0002 Rev. P02 - received 17 Jul 2019
Design and Access Statement - dated June 2019 - received 17 Jul 2019
Noise Baseline Monitoring Report - received 17 Jul 2019
Planning Statement dated June 2019 - received 17 Jul 2019
ORC_ATK_ZZ_XX_DR_A_PL002 Rev. P01 - received 17 Jul 2019
ORC_ATK_ZZ_XX_DR_A_PL013 Rev. P01 - received 17 Jul 2019
ORC_ATK_Z1_00_DR_A_PL010 Rev. P01 - received 17 Jul 2019
ORC_ATK_Z1_01_DR_A_PL011 Rev. P01 - received 17 Jul 2019
ORC_ATK_Z1_RL_DR_A_PL012 Rev. P01 - received 17 Jul 2019
ORC_ATK_ZZ_XX_DR_A_PL004 Rev. P01 - received 17 Jul 2019

ORC_ATK_ZZ_XX_DR_A_PL005 Rev. P01 - received 17 Jul 2019

ORC_ATK_Z1_XX_DR_A_PL006 Rev. P01 - received 17 Jul 2019

ORC_ATK_Z1_XX_DR_A_PL007 Rev. P01 - received 17 Jul 2019

ORC_ATK_Z1_XX_DR_A_PL015 Rev. P01 - received 17 Jul 2019

ORC_ATK_Z1_XX_DR_A_PL016 Rev. P01 - received 17 Jul 2019

ORC_ATK_ZZ_XX_DR_A_PL014 Rev. P01 - received 17 Jul 2019

External Works Schedule - received 17 Jul 2019

ORC_LOR_ZZ_00_DR_A_(90)_0001 - received 17 Jul 2019

Construction Logistics Plan Rev. 0 - received 17 Jul 2019

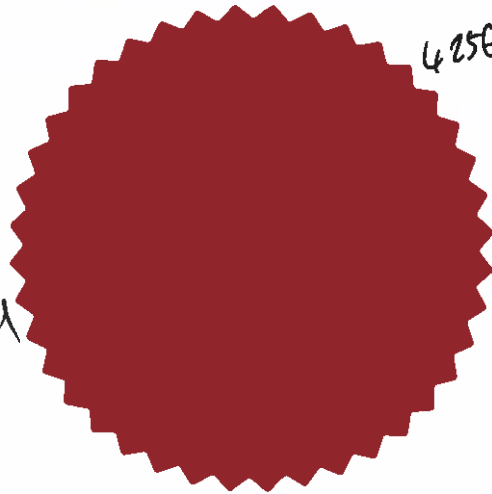
Amended Site Location Plan Rev. P01 - received 18 Aug 2020

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

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

MEMBER OF
THE COUNCIL.....

DP
Awabana
Schuyt
Shahmulla
R



425634

AUTHORISED OFFICER.....

EXECUTED AS A DEED by
ORCHARD HILL COLLEGE ACADEMY TRUST

acting by:-

DIRECTOR.....

John Brown

DIRECTOR/SECRETARY.....

Barbara McIntosh

