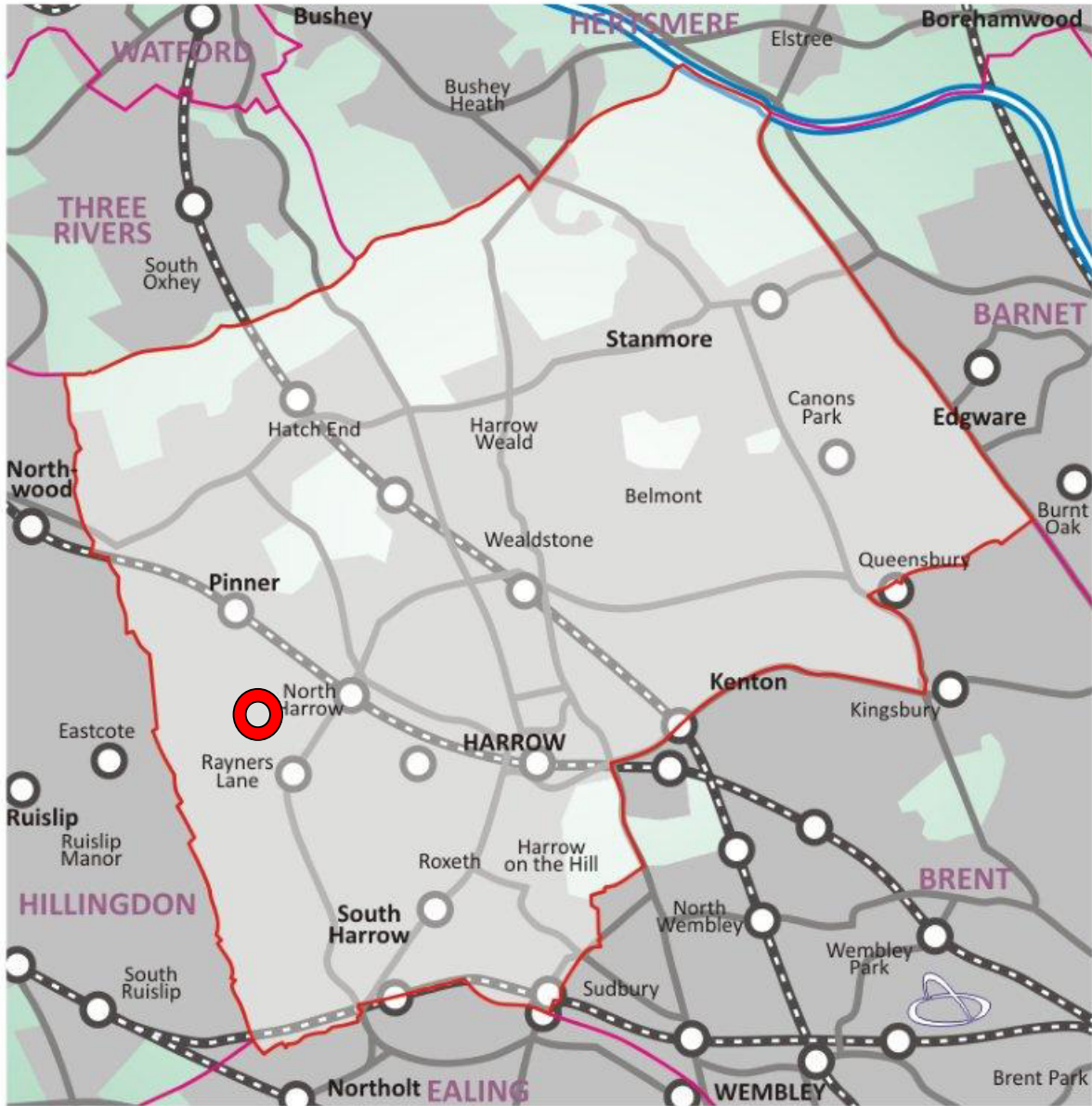
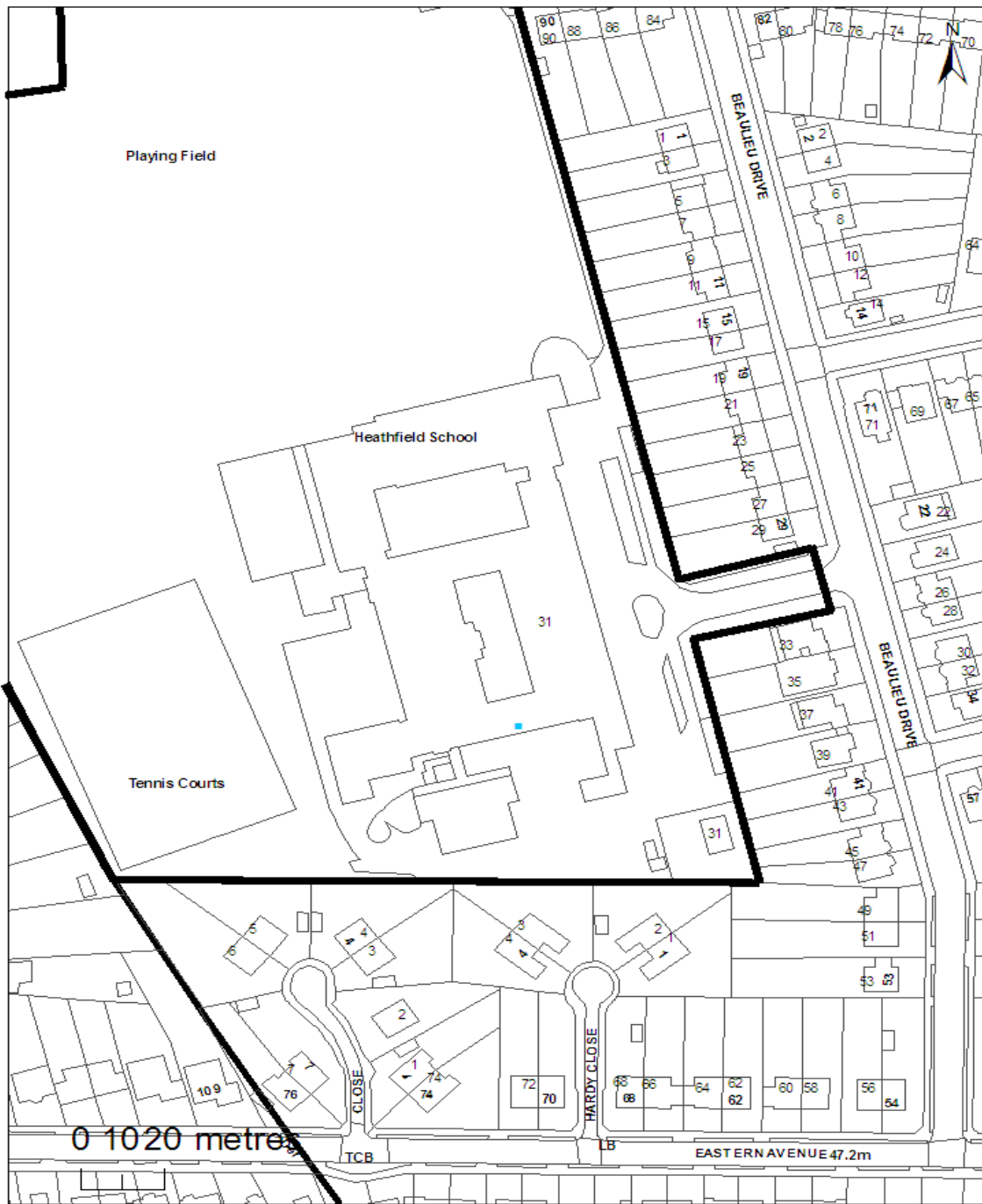


 = application site



Pinner High School, 31 Beaulieu Drive, Pinner

P/4528/16 & P/5341/16



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Pinner High School, 31 Beaulieu Drive, Pinner

P/4528/16 & P/5341/16

LONDON BOROUGH OF HARROW

PLANNING COMMITTEE

14th DECEMBER 2016

Application Number: P/4528/16 & P/5341/16
Validate Date: 6TH OCTOBER 2016
Location: PINNER HIGH SCHOOL, 31 BEAULIEU DRIVE, PINNER
Ward: PINNER SOUTH
Postcode: HA5 1NB
Applicant: EDUCATION FUNDING AGENCY
Agent: CUSHMAN & WAKEFIELD - HELEN HARRIS
Case Officer: MONGEZI NDLELA
Expiry Date: 1ST DECEMBER 2016 (EXTENDED TO 20TH JANUARY 2017)

PURPOSE OF REPORT/PROPOSAL

The purpose of this report is to set out the Officer recommendations to the Planning Committee regarding an application for planning permission relating to the following proposals:

Application No.1: P/4528/16

Temporary Installation Of Two Storey Modular Buildings For Use As 10 Classrooms Ancillary Offices And Toilet Facilities For The Academic Year 2017/2018 and;

Application No. 2: P/5341/16

Deed Of Variation To S.106 Agreement Relating To Planning Permission WEST/666/97/FUL To Allow The Increase Of Pupils On The Site From 700 To A Maximum Of 1250 For A Period Of One Year From September 2017 To September 2018

The Planning Committee is asked to grant both applications subject to the Conditions listed in Appendix 1 of this report:

RECOMMENDATIONS

Application No. 1 P/4528/16

Recommendation A

The Planning Committee is asked to:

- 1) agree the reasons for approval as set out this report; and
- 2) grant planning permission subject to the Conditions listed in Appendix 1 of this report

REASON FOR THE RECOMMENDATIONS

The proposed temporary building is considered to have an acceptable impact in terms of character and residential amenity. Furthermore, the proposed bulge class is considered not to impact on the surrounding highway in terms of excessive traffic movements.

The proposed temporary building will have limited visual appeal, however they are temporary structures and also the visual limitations are off-set by the benefits to accommodate the educational needs of the Borough.

Application No.2 P/5341/16

Recommendation A

- 1) Delegated Authority be given to the Divisional Director of Regeneration Enterprise and Planning to determine Planning permission following the end of the consultation period on 6th December 2016, and
- 2) APPROVE modification to the principal Section 106 Agreement dated 12th November 1998 (revised under planning permission P/1041/16) relating to the limitations of students numbers subject to the completion of a Deed of Variation. Authority to be given to the Divisional Director of Planning in consultation with the Director of Legal and Governance Services for the sealing of the Deed of variation and to agree any minor amendments to the conditions or the legal agreement. The Deed of Variation would cover the following matters.
 1. Both schools on site to meet once a term in association with the Council to review travel plan progress and agree actions and activities.
 2. For Avanti to continue to deliver and maintain its Gold STARS travel plan status through the delivery of:
 - a. An annual survey with pupils and staff
 - b. 16 travel activities per academic year (in line with TfL STARS guidance for a basic travel plan)
 - c. Coordinate activities with PHS and deliver activities across both schools where possible.
 - d. Engage with parents and promote Park and Stride to minimise driving on the roads adjacent to the school – regular communications at least once a month to support this.
- 3) For Pinner High to continue to deliver and meet the requirements of the travel plan agreed in the previous S106 – this travel plan is of a high standard and the school has already made progress in delivering this.

Recommendation B

That if the Section 106 Agreement is not completed by 20th January 2017, or as such extended period as may be agreed by the Divisional Director of Regeneration, Enterprise and Planning in consultation with the Chair of the Planning Committee, then it is recommended to delegate the decision to REFUSE planning permission to

the Director of Planning & Regeneration on the grounds that:

The proposed development, in the absence of a Planning Obligation to secure necessary agreements and commitments in relation to the development, would fail to mitigate the impact of the development upon infrastructure and the wider area, contrary to the National Planning Policy Framework, Policies 3.19, 6.3, 7.14 and 8.2 of the London Plan (2016), Policies CS 1 G and Z of the Harrow Core Strategy (2012) and Policies DM 43, DM 46 and DM 50 of the Local Plan (2013), and the provisions of the Harrow Planning Obligations Supplementary Planning Document (2013).

INFORMATION

These applications are reported to Planning Committee as it is a development resulting in over 400m² of non-residential floorspace and therefore falls outside Schedule 1(d) of the Scheme of Delegation. It therefore falls outside of proviso E of the Scheme of Delegation.

Statutory Return Type:	Other
Council Interest:	None
GLA Community Infrastructure Levy (CIL) Contribution (provisional):	The Mayor of London Charging Schedule (February 2012) outlines that CIL will not be payable where "Development is used wholly or mainly for the provision of education as a school or college under the Education Acts or as an institution of higher education".
Local CIL requirement:	Harrow Community Infrastructure Levy (CIL) Contribution (provisional): This does not apply to educational uses.

HUMAN RIGHTS ACT

The provisions of the Human Rights Act 1998 have been taken into account in the processing of the application and the preparation of this report.

EQUALITIES

In determining this planning application the Council has regard to its equalities obligations including its obligations under section 149 of the Equality Act 2010.

For the purposes of this application there are no adverse equalities issues.

S17 Crime & Disorder Act

Policies 7.3.B and 7.13.B of The London Plan and Policy DM1 of the Development Management Policies Local Plan require all new developments to have regard to safety and the measures to reduce crime in the design of development proposal. It is considered that the development does not adversely affect crime risk.

LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985
BACKGROUND PAPERS USED IN PREPARING THIS REPORT:

- Planning Application
- Statutory Register of Planning Decisions
- Correspondence with Adjoining Occupiers
- Correspondence with Statutory Bodies
- Correspondence with other Council Departments
- Nation Planning Policy Framework
- London Plan
- Local Plan - Core Strategy, Development Management Policies, SPDs
- Other relevant guidance

LIST OF ENCLOSURES / APPENDICES:

Officer Report:

Part 1: Planning Application Fact Sheet

Part 2: Officer Assessment

Appendix 1 – Conditions and Informatives

Appendix 2 – Site Plan

Appendix 3 – Site Photographs

Appendix 4 – Plans and Elevations

Appendix 5 – WEST/666/97 S106 Agreement dated 12th November 1998

OFFICER REPORT

PART 1: PLANNING APPLICATION FACT SHEET

The Site	
Address	Pinner High School, 31 Beaulieu Drive, Pinner
Applicant	Education Funding Agency
Ward	Pinner South
Local Plan allocation	N/A
Conservation Area	N/A
Listed Building	N/A
Setting of Listed Building	N/A
Building of Local Interest	N/A
Tree Preservation Order	N/A
Other	

Transportation		
Car parking	No. Existing Car Parking spaces	59
	No. Proposed Car Parking spaces	59
Cycle Parking	Proposed Parking Ratio	Based on 100 staff in 2017, the parking spaces to staff ratio = 0.59
	No. Existing Cycle Parking spaces	0
	No. Proposed Cycle Parking spaces	42 spaces
Public Transport	Cycle Parking Ratio	In accordance with the London Plan standards of 1 cycle parking space per 8 staff or pupils, an additional 42 spaces will be provided.
	PTAL Rating	1b /2 – The majority of the site is located in PTAL 1b, with the southern side in PTAL 2.
Parking Controls	Closest Rail Station / Distance (m)	Eastcote London Underground (LU) station / 1.2 kilometres.
	Bus Routes	398, H12
	Controlled Parking Zone?	Beaulieu Drive and Eastern Avenue are located outside of a CPZ.
	CPZ Hours	N / A

Parking Stress	Previous CPZ Consultation (if not in a CPZ)	N / A
	Other on-street controls	School Keep Clear Markings present adjacent to main entrance of Avanti House Secondary School and Pinner High School.
	Area/streets of parking stress survey	Chandos Road, Boundary Road, North View, Beaulieu Drive, Eastern Avenue, Chestnut Drive, Lulworth Drive, Wimborne Drive and Cannon Lane (see study area, attached)
	Dates/times of parking stress survey	Survey to be undertaken at 30 minute intervals during the school drop-off (07:00 – 10:00) and pick-up (15:00 – 18:00) periods on a typical weekday (i.e. 29th November 2016).

Education				
School	Pinner		Avanti House	
No. of Pupils	Existing	155	Existing	670
	Proposed 2017-2018	340	Proposed Sept 2017	850
No. of Forms of Entry	Existing	6	Existing	6
	Proposed 2017-2018	12 (6 per year group)	Proposed Sept 2017	6
No. of Staff	Existing	15	Existing	98 (some staff working over both secondary and primary)
	Proposed 2017-2018	28	Proposed Sept 2017	110
No. of Classrooms	Existing	9	Existing	
	Proposed 2017-2018	15	Proposed Sept 2017	
Outdoor Space (m ²)	Existing	Please see attached	Existing	Please see attached
	Proposed	Please see attached	Proposed Sept 2017	Please see attached

PART 2 : ASSESSMENT

1.0 SITE DESCRIPTION

- 1.1 The school covers an extended area of approximately 3.5ha and is located adjacent to the western boundary of the Borough. However, for the purposes of these applications, the proposed site covers an area of approximately 0.07 hectares. The site is occupied by a two/three-storey main building which is situated in the south-east corner of the site. The school building is laid out in a U-shape allowing an area of courtyard to be situated between the main school building.
- 1.2 The application site is currently occupied by both Pinner High School and Avanti House School. Avanti House is currently occupying the site on a temporary basis and will relocate to a new purpose built site at Whitchurch Playing Fields in September 2018. Following the relocation of Avanti House, Pinner High School will remain the sole occupant at the site.
- 1.3 To the east and south of the school building are designated car parking and cycling spaces. To the west of the school building are 6 tennis courts. Immediately to the north of the existing school buildings is a Junior School playground and nursery play area which was created in 2000 to the requirement of a Hard Play area for the younger children at the school. To the north of the playing fields is the Cannon Lane First and Middle School with its associated playground and playing fields.
- 1.4 The eastern boundary of the school abuts the rear gardens of properties on Beaulieu Drive. The western boundary of the site abuts the rear gardens of properties on Boundary Road. The southern boundary of the application site abuts the rear gardens of properties on two residential cul-de -sacs Hardy Close and Frobisher Close. Access to the school is in between no.29 and no.33 Beaulieu Drive. Three trees exist within the site and these are growing in a line from north to south at the opening of the courtyard.
- 1.5 The playing fields to the north and west of the main school buildings are within designated open space.

2.0 PROPOSAL

- 2.1 The application proposes the provision of a temporary two storey building for use as three classrooms and associated facilities including lavatories and office space. The building would be located within the existing courtyard area toward the west of the main school building. The temporary accommodation includes 8 general teaching spaces, 2 art classroom, 2 offices and adequate pupil, staff and accessible toilets. The building would have a footprint of 430m² and a total floorspace of 804m².

- 2.2 The temporary buildings would be accessible via the main entrance of the school, walking through the existing buildings and exiting through the courtyard and also by walking around the exterior of the school building and entering the courtyard directly. The temporary building will be accessed via an equalities complaint ramp as well as staircases.
- 2.3 The proposed building would be approximately 25m in length and approximately 20.6m in depth. It would have a flat roof to a height of 7.3m from the adjacent ground level. The temporary units will comprise of a composite roof panel assembly comprising of pre-finished steel ceiling lining fixed to a solid wood perimeter frame and filled with a rigid polymer insulation core. The buildings will also comprise of a light pastel colour articulated in a modular portakabin grid, with white UPVC double glazed windows. The temporary building is required for a period of approximately 12 months.
- 2.3 The proposals also seek a deed of variation to facilitate the increase in pupil numbers for this temporary period. The site currently has a cap on pupil numbers of 1162. The variation seeks an additional 88 pupils to allow a maximum provision of 1250 pupils up until September 2018. Thereafter, the pupil numbers will fall back to 1162.

3.0 RELEVANT PLANNING HISTORY

- 3.1 A summary of the relevant planning application history is set out in the table below:

Ref no.	Description	Status and date of decision
WEST/666/97	Extension to existing building to provide indoor swimming pool and sports hall with ancillary facilities	Granted 12 November 1998
LBH/36784	Single-storey extension to provide 11 classrooms, and ancillary accommodation.	Granted 13 November 1998
WEST/383/00/FUL	Provision of new hard surface to play area for junior school	Granted: 11 August 2000
WEST/62/01/FUL	Construction of part two storey, part first floor extension within courtyard to provide additional teaching and ancillary accommodation, provision of temporary classroom and internal alterations associated with demolition of horsa hut classrooms	Granted 6 June 2009

P/3582/06	Demolition of toilet block and construction of two and single storey extensions	Granted 14 February 2009
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4.0 **CONSULTATION**

4.1 A Site Notice was erected on 16th November 2016 expiring on 7th December 2016.

4.2 A total of 151 consultation letters were sent to neighbouring properties regarding this application.

4.5 The overall public consultation period expires on 7th December 2016 which follows the publication of this report. All additional responses will be reported via the addendum.

4.6 Adjoining Properties

Number of letters Sent	151
Number of Responses Received	1
Number in Support	0
Number of Objections	1
Number of other Representations (neither objecting or supporting)	0

4.7 1 objection was received from an adjoining resident.

4.8 A summary of the responses received along with the Officer comments are set out below:

Details of Representation	Summary of Comments	Officer Comments
Mareen Wilton	Objects to the application due to: Children walking at the back of the school may cause noise disturbance.	The marginal increase in pupil numbers by 88 pupils is unlikely to result in a significant increase in noise levels. Furthermore, the application is temporary and therefore any increase in noise would be for a temporary period.

4.9 Statutory and Non Statutory Consultation

4.10 The following consultations have been undertaken (responses to be reported via the addendum):

Consultee	Summary of contents	Officer Comments
LBH Highways	The proposal is acceptable however the applicants Transport Consultant will review the requirement for the crossing and parking surveys and submit their findings as an addendum.	These comments are noted
LBH Tree Officer	The retained trees are likely to be compromised in the long term by repeated crown reductions to provide the space for new modules but otherwise the tree protection measures outlined in the report are acceptable and if implemented should minimise impact on existing retained tree during development works	Comments are noted and a condition attached
LBH Drainage	The Flood Risk Assessment submitted by the applicant is unsatisfactory. The applicant needs to provide a drainage strategy in line with our requirements. Furthermore, the applicant is advised that Harrow have a separate drainage system where the drainage connections should be separated. Surface water should be connected to surface water sewer and foul water should be connected to foul sewer only. Please note the application can be conditioned with the drainage conditions	These comments are noted however no conditions are attached due to the temporary nature of the building.
The Pinner Association	No response received	

4.11 External Consultation

4.12 No external consultations were undertaken as part of the applications.

5.0 POLICIES

5.1 Section 38(6) of the Planning and Compulsory Purchase Act 2004 requires that:

'If regard is to be had to the Development Plan for the purpose of any determination to be made under the Planning Acts, the determination must be made in accordance with the Plan unless material considerations indicate otherwise.'

5.2 The Government has issued the National Planning Policy Framework [NPPF] which consolidates national planning policy and is a material consideration in the determination of this application.

5.3 In this instance, the Development Plan comprises The London Plan 2016 [LP] and the Local Development Framework [LDF]. The LDF comprises The Harrow Core Strategy 2012 [CS], Harrow and Wealdstone Area Action Plan 2013 [AAP], the Development Management Policies Local Plan 2013 [DMP], the Site Allocations Local Plan [SALP] 2013 and Harrow Local Area Map 2013 [LAP].

5.4 A full list of all the policies used in the consideration of this application is provided as Informative 1 in Appendix 1 of this report.

6.0 ASSESSMENT

6.1 The main issues are;

Principle of the Development
Character and Appearance of the Area
Residential Amenity and Accessibility
Impact on Traffic and Parking
Impacts on Trees
Drainage and Flood Risk

6.2 Principle of Development

Provision for Temporary Classrooms

6.2.1 In terms of the provision for temporary classrooms, Policy 3.18B of The London Plan (2016) states that "Development proposals which enhance education and skills provision will be supported, including new build, expansion of existing facilities or change of use to educational purposes.

Those which address the current projected shortage of primary school places will be particularly encouraged. Proposals which result in the net loss of education facilities should be resisted, unless it can be demonstrated that there is no ongoing or future demand.”

- 6.2.2 Core policy CS1 of the Harrow Core Strategy (2012) states that: “The development or expansion of physical or social infrastructure will be permitted where it is needed to serve existing and proposed development, or required to meet projected future requirements.”
- 6.2.3 Policy DM 46 of the Harrow Development Management Policies Local Plan supports proposals for the provision of new education facilities provided that they are (a) located in the community which they are intended to serve; (b) subject to them being located in an area of good public transport accessibility and would not result in any adverse impacts on residential amenity or highway safety.
- 6.2.4 As such, subject to details covered below, it is considered that the proposed temporary buildings to facilitate the increase in school numbers expected for September 2017 would be consistent with the Harrow Development Plan.

Temporary increase in Pupil numbers

- 6.2.5 In terms of the increase in pupil numbers, Paragraph 72 of the National Planning Policy Framework (2012) sets out that the Government attaches great importance to ensuring that a sufficient choice of school places is available to meet the needs of existing and new communities. Local planning authorities should take a proactive, positive and collaborative approach to meeting this requirement, and to development that will widen choice in education. It goes on to state that the LPA’s should give great weight to the need to create, expand or alter schools and work with schools promoters to identify and resolve key planning issues before applications are submitted.
- 6.2.6 Policy 3.18C of The London Plan (2016) will support development proposals which enhance education and skills provision. This is further emphasised under policy DM46 of the Development Management Policies Local Plan (2013). Policy DM43 sets out the requirement for a Transport Assessment to be undertaken. It goes onto state that any impact identified in the Transport Assessment should be mitigated through the implementation of Travel Plans which should include the desirability of achieving modal shift away from private car use towards sustainable modes of transport.
- 6.2.7 The principal S106 Agreement dated 12th November 1998 imposed a student number limitation of 700. This was however varied via planning permission P/1041/15 which has since amended the S106 Agreement to allow student numbers to increase to 1162. This deed of variation now seeks to temporarily modify the S106 Agreement by increasing the number of students on roll to 1250 for a temporary period of 12 months. The school continues its aim of achieving a higher status for sustainable transport and travel arrangements for

all its pupils in accordance with the 'Sustainable Travel: Active, Responsible, Safe' (STARS) programme administered by the TFL.

6.2.8 It is acknowledged that local residents have raised strong concerns in terms of traffic generation during drop off and pick up period. This is recognised by the applicants and they are actively seeking through the implementation of an enhanced Travel Plan to reduce journeys to and from school by car and seeking to encourage more sustainable modes of travel. In order for the school to meet its aspirations to achieve a gold STARS status by 2022, as set out in the previous application (P/1041/15) the school will be required to proactively reduce car reliance and encourage the use of sustainable transport modes. This is further explored in Section 6.5 of this report

6.3 Character and Appearance of the Area

6.3.1 The London Plan policy 7.4B states that buildings should provide a high quality design response that has regard to existing spaces and streets in orientation, scale, proportion and mass. The London Plan Policy 7.6B states that architecture should make a positive contribution to the streetscape. Core policy CS1 states that all development shall respond positively to the local context. Development Management Policy DM 1 (2013) states "All development and change of use proposals must achieve a high standard of design and layout. Proposals which fail to achieve a high standard of design and layout, or which are detrimental to local character and appearance, will be resisted."

6.3.2 The second schedule of the S106 Agreement signed in November 1998 states "*No part of the land outside the parts edged with bold black line on the plan shall be developed by the construction of any new buildings structures roadways pathways or car parking spaces. The land always (sic) to remain open land free of any new built or other development*" (APPENDIX 5). Significantly, the proposed buildings are not located outside the bold black line set out within the legal agreement.

6.3.3 The temporary building structure would be two storeys in height and able to accommodate up to 300 students and 12 staff members. The building would be wedged in between the existing buildings and located in the courtyard area. At two storeys high, the temporary building is somewhat prominent. Furthermore, the building is located in very close proximity to the existing permanent buildings. It is noted that the proposed temporary building would be located only 1.8m from the main school building to the east.

6.3.4 Notwithstanding this, the temporary school building is considered acceptable in this instance. The siting of the building ensures that the proposed buildings are sited within an area enclosed by existing school buildings. Whilst the building is prominent, it is enclosed by the main school building to its north, east and south. As such, there is no harm on the character of the surrounding area. It is considered that the size and siting of the temporary buildings would have an acceptable appearance within the context of the surrounding school buildings.

6.3.5 Given the need for an additional space within the main school buildings to accommodate a 'bulge' year for September 2017, it is considered that the proposed classroom building would be acceptable for a temporary period of time. Therefore, in the interests of the character and appearance of the locality, a condition is recommended to ensure the temporary unit is removed no later than 1st December 2018.

6.4 Residential Amenity

6.4.1 The temporary building would have a maximum height of 7.9m from the adjacent ground level. The building will be sited adjacent to the main school building. The proposed temporary building would be sited approximately 50m away from properties on Frobisher Close which are the nearest properties to the proposed development. The proposed development is located approximately 100m away from properties on Boundary Road to the west. Significantly, the proposed building assimilates itself into the existing school buildings when viewed from these distances. Furthermore, the nearby properties are screened by substantial trees aligning the school boundary to the north and west. Having regard to these factors, it is considered that the proposal would not result in any undue impacts on the residential amenities of the occupiers in terms of loss of light, overshadowing or loss of outlook.

6.4.2 In view of the above, it is considered that the proposal would accord with the development plan with regard to amenity considerations.

6.5 Impact on Traffic and Parking

6.5.1 The applicant has submitted a Transport Assessment (TA) and a Travel Plan in support of the proposals. The document considers the implications of the increase in pupil numbers on the operation of the surrounding highway and transport network. The TA concludes that the proposal to increase the number of pupils would not have an adverse impact on the local highway network, particularly to the conditions of amenity, capacity and safety. More specifically, the local highway network and parking supply would be able to absorb the marginal increase in demand.

6.5.2 The nearest London Underground Station is Eastcote, located approximately 0.75 miles from the site and therefore it is expected that the majority of public transport trips to and from the school would be undertaken by bus. Bus routes 398 and H12 operate within the vicinity of the school. Typically, the bus routes only operate twice per hour, however these are increased to three times per hour during the morning and afternoon school peak periods.

6.5.3 The TA demonstrates that trips by pupils from Pinner High School are overwhelmingly undertaken by non-car modes, primarily on foot which accounts for 48% of the modal share. However, it has been identified that pupils for Avanti House predominantly use private cars. The proposed increase in school numbers could generate in the region of 23 and 20 additional vehicular trips during the AM and PM peak hour periods

respectively. The TA concludes that the additional traffic does not result in an increase in junction queuing and therefore can be accommodated within the available highway stacking space. Furthermore, the TA has been reviewed by the Council's Highway Authority. Negotiations with the Highway Authority and the applicant have led to a review for the requirement for crossing and parking surveys. The results of this will be reported to Committee via an addendum. It is therefore considered that given that marginal increase in pupil numbers, the proposal is not considered to have an adverse impact on the highway network

6.5.4 A Travel Plan has been submitted in support of the application proposals. This document provides historical data relating to travel modes to and from the School by students and staff and sets out the key objectives and targets to be put in place by the School in addressing sustainable travel modes. The Travel Plan will be overseen by a Travel Plan Coordinator and its success judged against the Transport for London (TfL) Stars accreditation criteria.

6.5.6 The key objectives of the Travel Plan are as follows:

- Staff, pupils and parents/ guardians will support the aims of the Travel Plan to reduce trips by car to and from the schools by using alternative modes of transport;
- Reduce congestion on surrounding roads thereby improving road safety and minimising the effects in terms of emissions;
- Maximise opportunities for the use of alternative modes of travel;
- Increase awareness of the health benefits of walking and cycling to the schools; and
- Raise awareness of road safety and environmental issues.

6.5.7 It is noted that pupils from Avanti House use private car as they come from outside the immediate catchment area. The permanent site for Avanti House is located at Whitchurch Playing Fields in Stanmore to the east of the borough. Therefore the use of the private car will fall significantly once Avanti House moves to its permanent site in September 2018. It is reasonable to anticipate that the majority of students attending Pinner High School come from within the catchment area which will in turn lessen the dependence on the private car. Notwithstanding this, it is considered that the school's objective to reduce travel by car and move towards more sustainable modes of travel can be achieved through a more pro-active partnership between the School and the Council through the annual monitoring of the Travel Plan, which would be secured under this deed of variation application. The school is committed to providing an up-dated Travel Plan on an annual basis for the Council to monitor. This annual Travel Plan monitoring provision would enable the Council to scrutinise the progress being made by the school more robustly and enable it to work together with the school in achieving a gold STARS status.

6.5.8 On balance, whilst taking note of local residents' concerns with the existing traffic and parking situations, it is considered that the implementation of the submitted Travel would see the reduction in car reliance over time and a move towards more sustainable travel options. The marginal expansion in school population is considered acceptable with regards to the above stated policies.

Subject to the completion of the deed of variation in line with the obligations set out above the proposal is considered acceptable. Officers considered that the proposed measures, which have been agreed to by the Council's Travel Plan Officer would provide confidence to local residents that the school is seeking to seriously reduce car dependency in favour for more sustainable modes of travel and to reduce overall traffic flow in the locality.

6.6 Impact on Trees

6.6.1 London Plan Policy 7.21 Trees and Woodland states that existing trees of value should be retained and that, wherever appropriate, additional trees should be planted in new development. Policy DM 22 Trees and Landscaping of the Development Management Policies Local Plan document resists the loss of TPO and other trees of significant amenity value only where it can be demonstrated that their loss would be outweighed by the wider public benefits of the proposal.

6.6.2 The site contains three trees which are situated in a line from north to south at the opening of the courtyard area. A detailed Arboricultural Impact Assessment report has been submitted with the application. The document notes that of the three trees surveyed, two were of high quality (Category A) and one is of low quality (Category C). The three trees surveyed were considered to be good in terms of their physiological condition, with these specimens exhibiting lower shoot extension growth and reduced crown density than would typically be expected. These specimens typically have a lower life expectancy than those within the good condition class and they will not tolerate significant changes as a result of development as well as those in the good condition class. No trees will require removal based on the proposed layout of the temporary building. It will be necessary to carry out undertake pruning works to the trees in addition to providing tree protection barriers.

6.6.3 The Council's Tree Protection Officer has reviewed the proposals and confirmed that the protection measures outlined in the report are acceptable and if implemented should minimise impact on existing retained trees during development works. A condition will be added to the decision to ensure that the tree works are carried out in accordance with the submitted Arboricultural Impact Report.

6.7 Drainage and Flood Risk

6.7.1 Harrow's Drainage Engineer has stated that the submitted details do not provide a drainage strategy that reflects the Borough's requirements. The surface water should normally be connected to surface water sewer and foul water should be connected to foul sewer only. However, given that the building would be temporary in nature, eventually being removed from the site it is considered unreasonable to impose such conditions on this occasion. Notwithstanding this, an informative is added to this permission to advise the applicant of the potential net increase of surface water run off rates.

7.0 CONCLUSION AND REASONS FOR APPROVAL

- 7.1 Having regard to the policies and proposals in the NPPF, The London Plan (2016), the Harrow Core Strategy 2012 and the Development Management Policies Local Plan 2013, it is considered that the impact of the proposed increase in pupil numbers in terms of traffic generation and parking can be mitigated through the provision of an enhanced Sustainable Travel Plan working towards a Transport for London Gold Status and associated traffic mitigation measures. Furthermore, the proposed temporary classroom facilities are considered acceptable and therefore the application is recommended for grant.

APPENDIX 1: CONDITIONS AND INFORMATIVES

Conditions

1 Timing

The temporary single-storey modular building hereby approved shall be removed and the land restored to its former condition on or before 1st December 2018.

Reason : To safeguard the character and appearance of the area and to permit reconsideration in the light of the circumstances then prevailing.

2 Approved Drawing and Documents

The development hereby permitted shall be carried out in accordance with the following approved plans and documents: Planning Statement by Cushman & Wakefield (October 2016), Transport Assessment by Milestone Transport Planning (September 2016), Travel Plan by Milestone Transport Planning (September 2016), Flood Risk Assessment, Arboricultural Impact Assessment by RPS (September 2016); 800 Rev A, 801 Rev A, 803 Rev A, 804 Rev A, 805 Rev A, 810 Rev A, 811 Rev A, 812 Rev A, 813 Rev A, 814 Rev A

Reason: For the avoidance of doubt and in the interests of proper planning.

3 Restricted Use

The development hereby permitted shall be for school use only.

Reason: To prevent an over-intensive use of the site.

4 Tree Protection

The tree protection measures, as set out in the submitted Arboricultural Impact Statement, shall be put in place prior to the commencement of the development, including demolition/site clearance, and remain in place throughout the development. The construction of the development shall be carried out in accordance with the details so agreed or any amendment or variation to them as may be agreed in writing by the local planning authority.

Reason: To ensure that the retention and survival of trees, hedgerows and other planting of significant amenity value within the site that are to be retained, and trees within adjoining sites, are safeguarded during construction.

Informatives

1 Policies

The following policies are relevant to this decision:

National Planning Policy Framework (2012)

The London Plan (2016)

- 3.16 Protection and enhancement of social infrastructure
- 3.18 Education facilities
- 6.3 Assessing effects of development on transport capacity
- 6.9 Cycling
- 6.13 Parking
- 7.1 Lifetime neighbourhoods
- 7.2 An inclusive environment
- 7.3 Designing Out Crime
- 7.4 Local Character
- 7.6 Architecture
- 7.13 Safety, security and resilience to emergency

The Harrow Core Strategy (2012)

- CS1B Local Character

Development Management Policies Local Plan (2013)

- DM1 Achieving a High Standard of Development
- DM2 Achieving Lifetime Neighbourhoods
- DM22 Trees and Landscaping
- DM42 Parking Standards
- DM43 Transport Assessments and Travel Plans
- DM46 New Community, Sport and Educational Facilities

2 Drainage Strategy

The applicant is advised that surface water run-off should be controlled as near to its source as possible through a sustainable drainage approach to surface water management (SUDS). SUDS are an approach to managing surface water run-off which seeks to mimic natural drainage systems and retain water on or near the site as opposed to traditional drainage approaches which involve piping water off site as quickly as possible.

SUDS involve a range of techniques including soakaways, infiltration trenches, permeable pavements, grassed swales, ponds and wetlands. SUDS offer significant advantages over conventional piped drainage systems in reducing flood risk by attenuating the rate and quantity of surface water run-off from a site, promoting groundwater recharge, and improving water quality and amenity.

Where the intention is to use soak ways they should be shown to work through an appropriate assessment carried out under Building Research Establishment (BRE) Digest 365.

Support for the SUDS approach to managing surface water run-off is set out in the National Planning Policy Framework (NPPF) and its accompanying technical guidance, as well as the London Plan. Specifically, the NPPF (2012) gives priority to the use of sustainable drainage systems in the management of residual flood risk and the technical guidance confirms that the use of such systems is a policy aim in all flood zones. Policy 5.13 of the London Plan (2012) requires development to utilise sustainable drainage systems unless there are practical reasons for not doing so. Sustainable drainage systems cover the whole range of sustainable approaches to surface drainage management. They are designed to control surface water run-off close to where it falls and mimic natural drainage as closely as possible. Therefore, almost any development should be able to include a sustainable drainage scheme based on these principles.

The applicant can contact Harrow Drainage Section for further information.

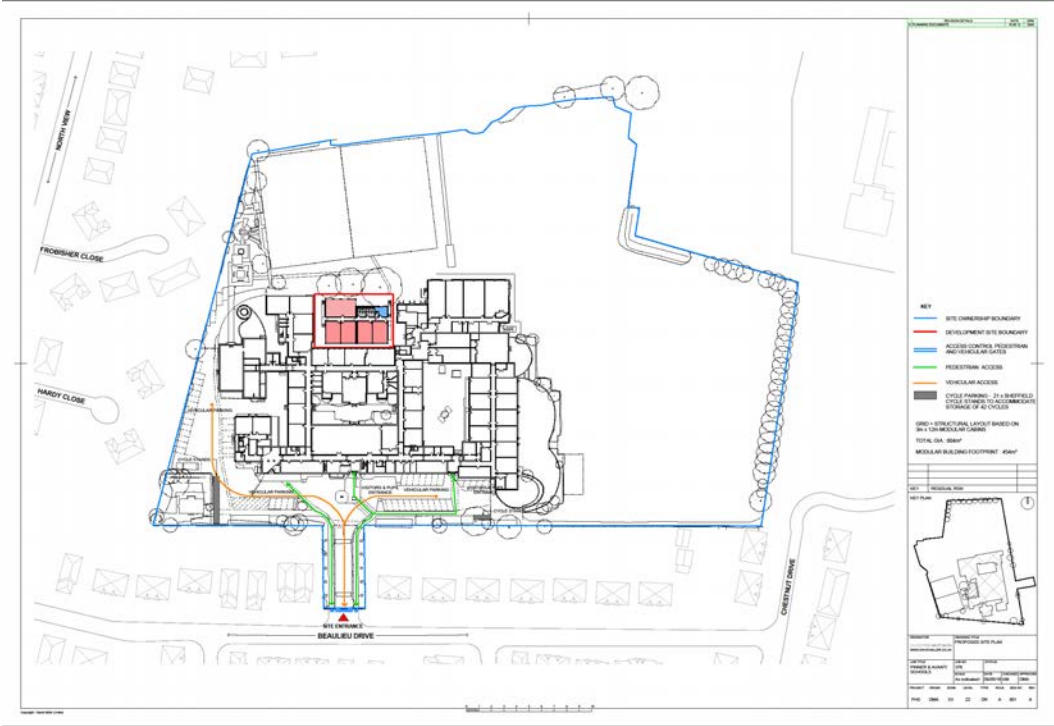
3 Considerate Contractor Code of Practice

The applicant's attention is drawn to the requirements in the Considerate Contractor Code of Practice. In the interests of minimising any adverse effects arising from building operations, the limitations on hours of working are as follows:

0800-1800 hours Monday - Friday (not including Bank Holidays)

0800-1300 hours Saturday

APPENDIX 2: SITE PLAN



APPENDIX 3: SITE PHOTOGRAPHS

School Entrance



Courtyard area where temporary building is proposed to be located



East elevation of Courtyard area

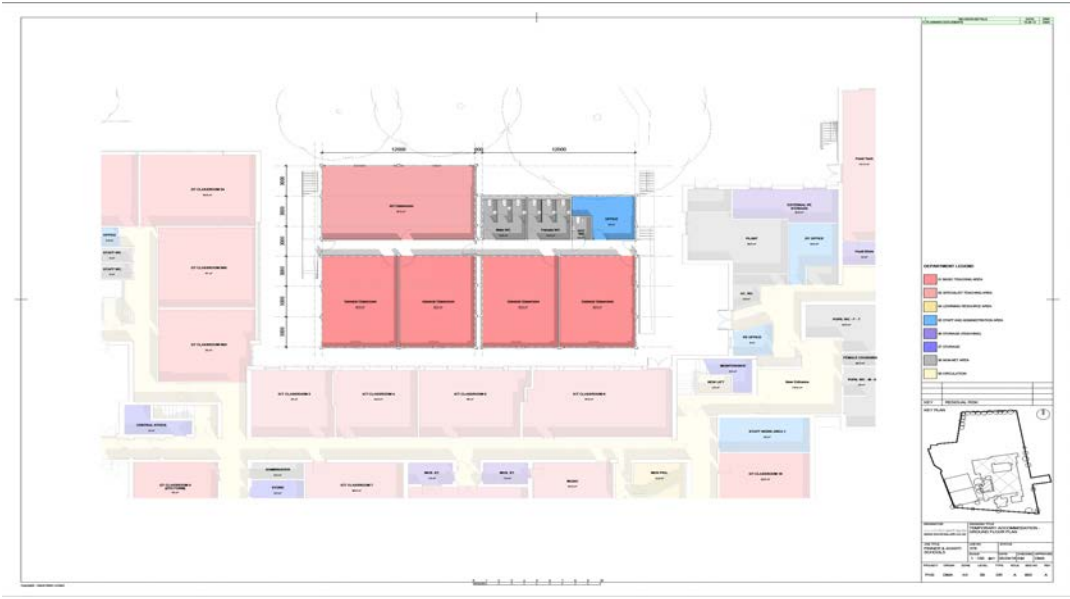


South elevation of Courtyard area

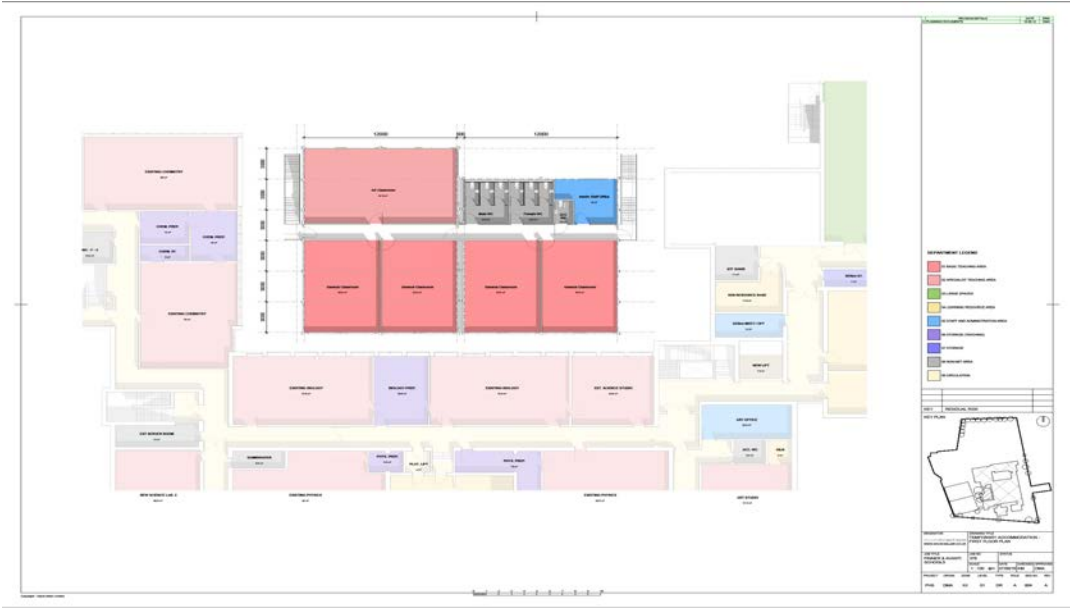


APPENDIX 4: PLANS AND ELEVATIONS

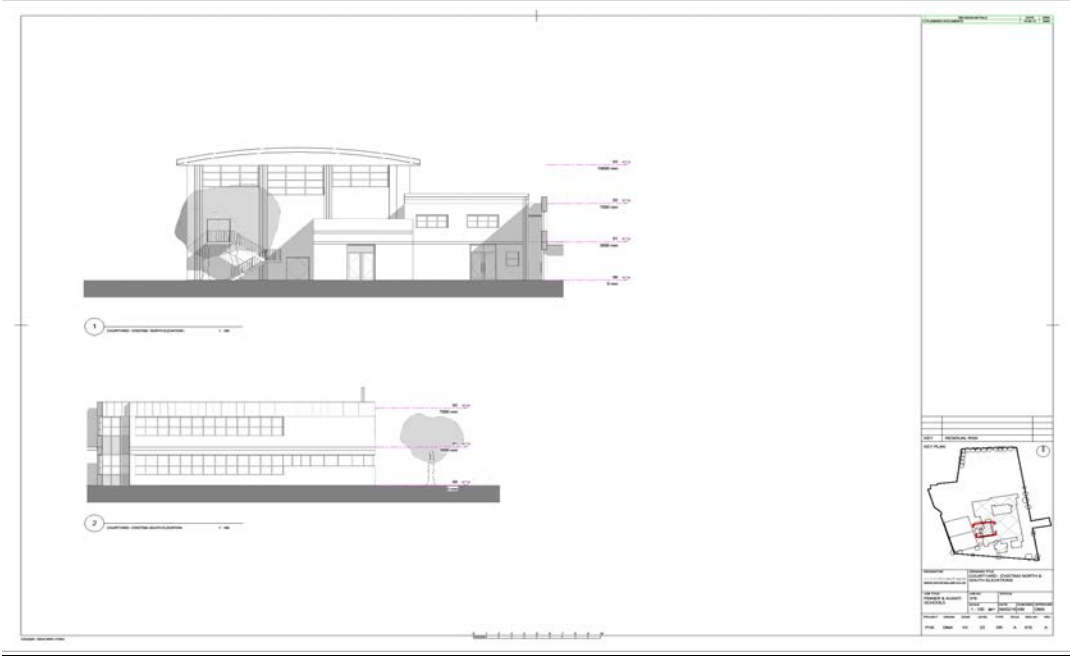
Proposed Floor Ground Floor Plan



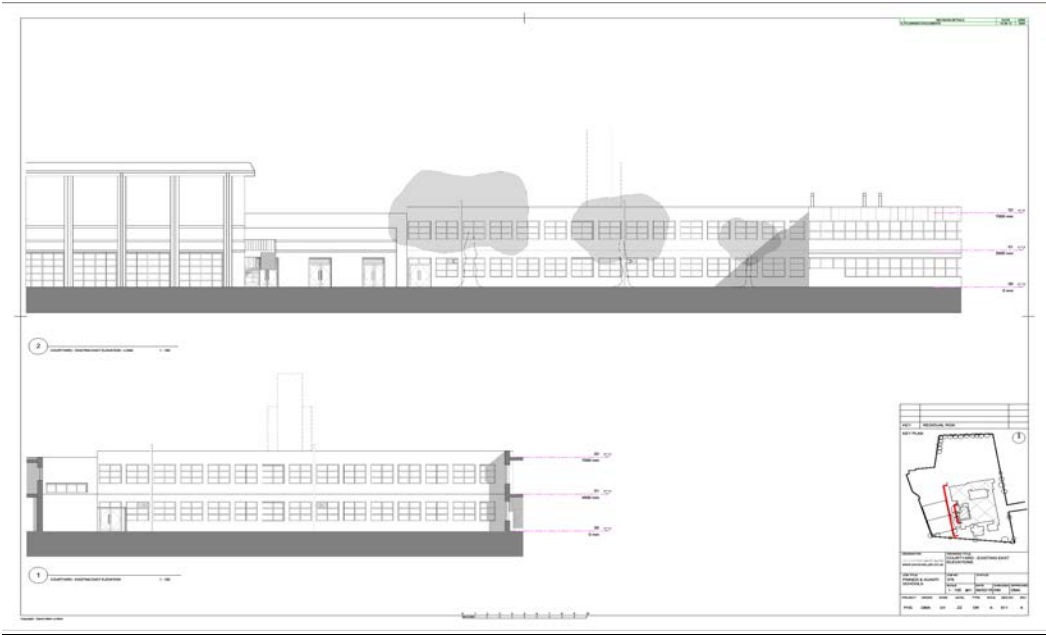
Proposed First Floor Plan



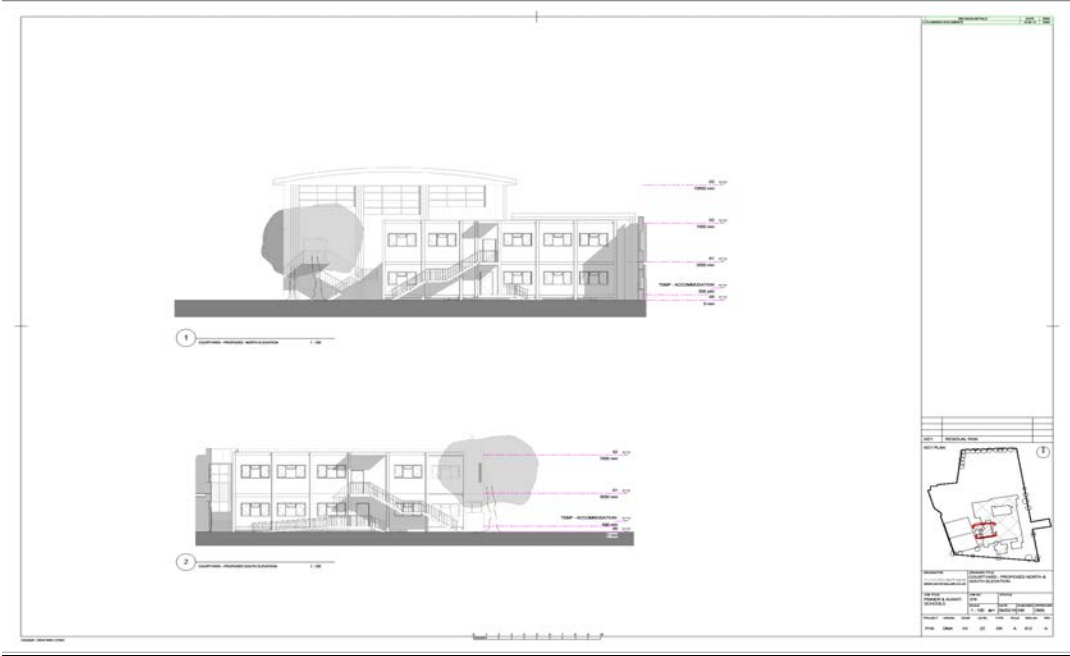
Existing north and south elevations



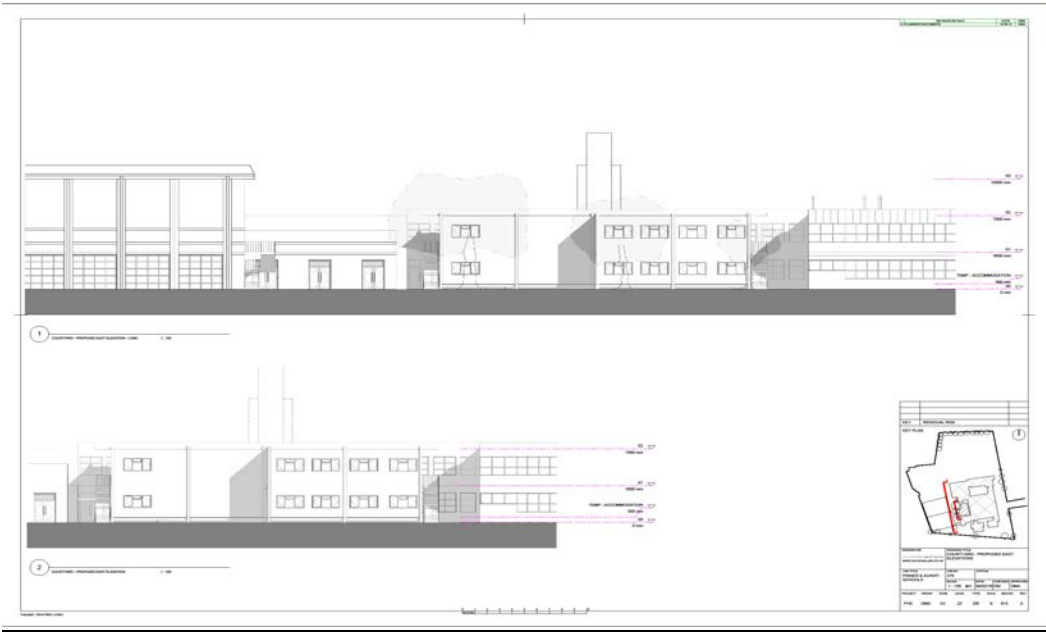
Existing East Elevation



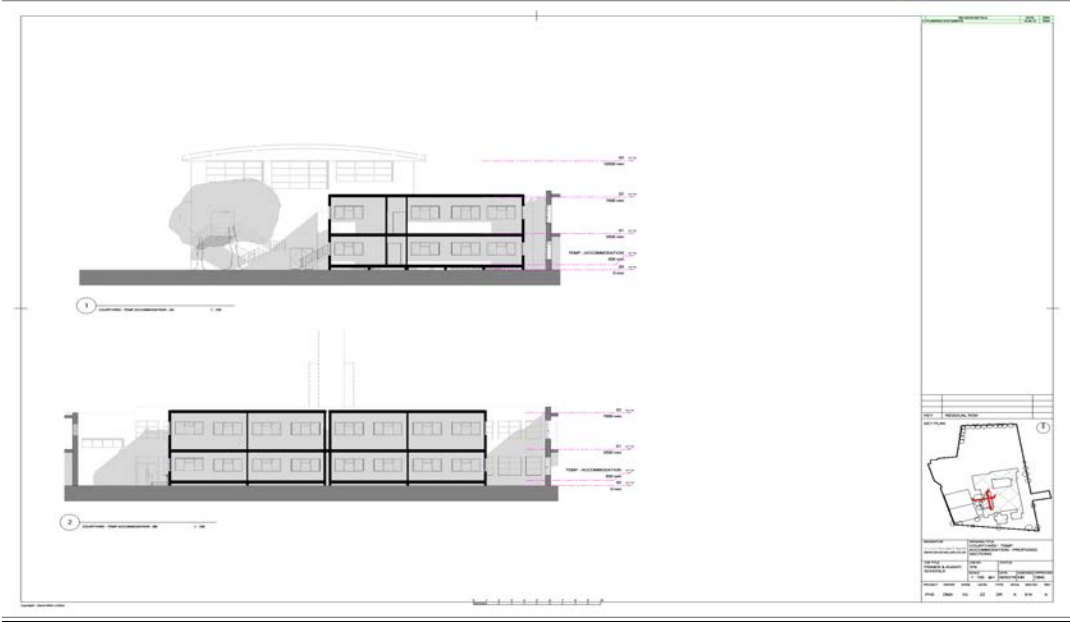
Proposed north and south elevation



Proposed East Elevation



Proposed Sections



APPENDIX 5: WEST/666/97 S106 AGREEMENT DATED 12TH NOVEMBER 1998

Dated 12 NOVEMBER 1998

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF HARROW (1)
- and -
THE GIRLS DAY SCHOOL TRUST (1872) (2)

DEED OF AGREEMENT

Relating to land at Heathfield School,
Beaulieu Drive, Pinner
in the London Borough of Harrow

LB Harrow Legal Services
PO Box 2
Civic Centre
Harrow
Middlesex
HA1 2UH

DX 30450 Harrow 3

Tel: 0181-863 5611 Ext 2288
Fax: 0181-424 1557

Ref: LP/CC/PAG-12254

Doc: 2954j

THIS DEED OF AGREEMENT is made the 12 day of NOVEMBER One thousand nine hundred and ninety-eight BETWEEN (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW of PO Box 2 Civic Centre Station Road Harrow Middlesex HA1 2UH ("the Council") (2) THE GIRLS DAY SCHOOL TRUST (1872) (Company Registration Number 5400C) of 100 Rochester Row London SW1P 1JP ("the Developer")

INTERPRETATION

(1) In this Agreement the following words and expressions shall unless the context otherwise requires have the following meanings:-

<u>WORDS AND EXPRESSIONS</u>	<u>MEANINGS</u>
"the Planning Application"	the application for planning permission statutorily acknowledged by the Council on the 27th day of October 1997 under the Council's reference WEST/566/97/FUL (as amended prior to the completion hereof)
"the Development"	the development referred to in the Planning Application and described in the First Schedule
"the Application Plans"	the plans and drawings forming part of the Planning Application bearing the following reference:- HEA/3/PO1, PO7, PO8 Rev A, PO9 Rev A, P10 Rev B and P11 Rev A
"the Plan"	the Drawing No. LBR/1 annexed hereto
"the Land"	the land at Heathfield School, Beaulieu Drive, Pinner shown for identification purposes edged red on the Plan

"the Model Planning Notice"	the form of notice of grant of planning permission annexed hereto
"the Planning Permission"	the planning permission to be granted pursuant to the Planning Application in the precise form of the Model Planning Notice
"the Operative Acts"	section 106 of the Town and Country Planning Act 1990 and section 111 of the Local Government Act 1972
"the 1990 Act"	the Town and Country Planning Act 1990 as amended

(2) Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice-versa

(3) Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa

(4) References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

(5) Covenants made hereunder

- (i) if made by more than one person are made jointly and severally and
- (ii) are to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Land and
- (iii) are to the intent that the same shall operate as a charge on the Land and shall be registered in the Register of Local Land Charges
- (iv) are to the intent that each of the same shall be a planning obligation for the purposes of section 106 of the 1990 Act

LBH/1

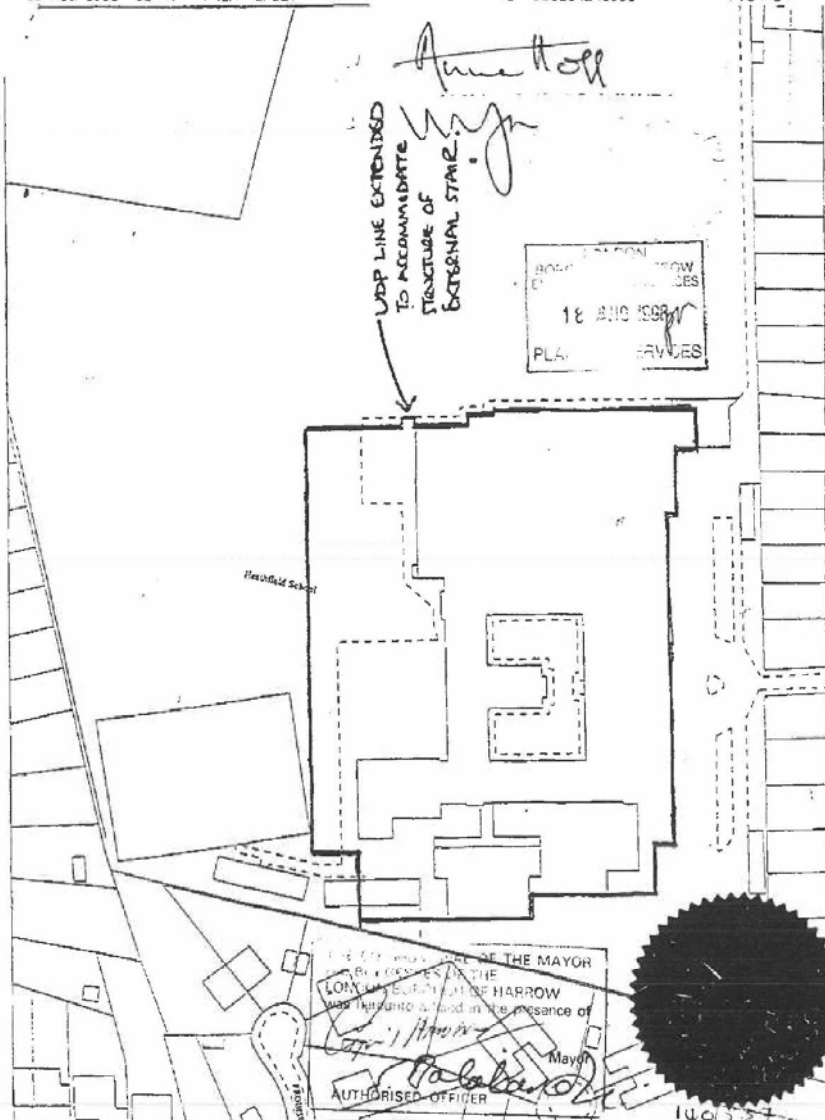
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TO S01614241551

P.04/04

Annex
Wyn
UPP LINE EXTENDED
TO ACCOMMODATE
STRUCTURE OF
EXTERNAL STAIR.

SECTION
18 AUG 1998
PLANNING SERVICES



THE OFFICIAL SEAL OF THE MAYOR
OF THE BOROUGH OF THE HARROW
was this date affixed in the presence of
[Signature]
MAYOR
AUTHORISED OFFICER



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Reproduced from the Ordnance Survey mapping with the permission of the Controller of Her Majesty's Stationery Office.
London Borough of Harrow LA 08641 X Date: 24/06/1998 Scale: 1:1000

RECITALS

- (1) The Council is the Local Planning Authority for the purposes of this Agreement
- (2) The Developer is registered at HM Land Registry with freehold Title Absolute under Title No. NGL434320 in respect of the Land
- (3) The Council decided at a meeting of its Planning Applications Sub-Committee WEST on the eighth day of January 1998 to grant planning permission for the Development in the form of the Model Planning Notice subject to the completion of an agreement under the Operative Acts for the purpose of making acceptable arrangements in conjunction with the carrying out of the Development pursuant to the Planning Permission
- (4) The parties hereto have accordingly agreed to enter into this Agreement pursuant to the provisions of the Operative Acts upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the said parties but also upon their successors in title and any persons claiming through under or in trust for them

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is completed pursuant to the Operative Acts and the covenants by the Developer hereinafter contained shall be ones to which the provisions of section 106 of the 1990 Act shall apply and shall be binding and enforceable against the Developer and his successors in title to the Land
2. Each of the obligations created by this Agreement constitutes a planning obligation for the purpose of section 106 of the 1990 Act and shall be enforceable by the Council as such
3. This Agreement is a conditional agreement and shall become binding upon both of the following two conditions being satisfied
 - (a) the granting of the Planning Permission

(b) the Development having been begun pursuant to the Planning Permission by the carrying out of any of the material operations referred to in Section 56 of the 1990 Act

4. Subject as hereinafter provided the Developer hereby for himself and his successors in title to the Land undertakes agrees declares and covenants with the Council that the Land shall be subject to the terms conditions restrictions and obligations as to the manner of carrying out the Development and otherwise contained in the Second Schedule

5. The Mortgagee hereby consents to the giving of the covenants on the part of the Developer herein contained and the Mortgagee hereby agrees to be bound by the said covenants

6. IT IS HEREBY AGREED that:-

(a) Nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of their functions as Local Planning Authority and their rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement

(b) If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

7. No waiver (whether express or implied) by the Council of any breach or default by the Developer in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Developer

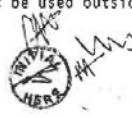

8. The Developer shall on the execution hereof pay the Council's costs incurred in the preparation and settlement of this Agreement in the sum of FIVE HUNDRED POUNDS (£500)

THE FIRST SCHEDULE
The Development

Extension to existing building to provide Indoor Swimming Pool and Sports Hall
with Ancillary Accommodation

THE SECOND SCHEDULE
Obligations Affecting the Development

1. No Part of the Land outside the parts edged with a bold black line on the Plan shall be developed by the construction of any new buildings structures roadways pathways or car parking spaces The Land always to remain open land free of any new built or other development
2. The two "Horsa" huts located on the south western corner of the site shall be removed no later than 5 years from the date of the commencement of the development
3. The number of pupils attending the school shall not exceed 700 at any one time
4. The swimming pool and sports hall shall not be used outside the following hours:

	9.00am	
Monday - Friday	8.30am - 9.00pm	
Saturday	9.00am - 12.00pm	
Sunday	10.00am - 1.00pm	

- 4.1 Without the prior written consent of the Local Planning Authority the swimming pool and sports hall shall not be used other than by the staff and pupils of the school within the following hours:

Monday - Friday 8.30am - 4.30pm

4.2 Without the prior written consent of the Local Planning Authority the swimming pool and sports hall shall not be used other than by staff and pupils of the school and parents of pupils of the school within the following hours:

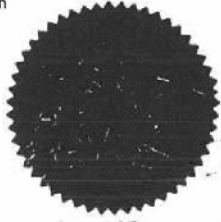
Monday - Friday 4.30pm - 9.00pm
Saturday 9.00am - 12.00 noon
Sunday 10.00am - 1.00pm

4.3 Within the hours in Clause 4.2 no more than 40 adults in aggregate (staff and parents with children) may use the swimming pool and sports hall at any one time without the prior written consent of the Local Planning Authority

4.4 Within the hours in clause 4.2 the swimming pool and sports hall shall not be used when any part of the remainder of the school building is being used for purposes attracting other visitors to the site

4.5 The swimming pool and sports hall shall not be let out to any other body or organisation without the prior written consent of the Local Planning Authority

EXECUTED AS A DEED but not delivered until the day and year first before written



14 03 38

(THE COMMON SEAL OF THE MAYOR AND
(BURGESSES OF THE LONDON BOROUGH OF
(HARROW was hereunto affixed to this
(Deed in the presence of:-

Mayor

S. Dalaband
Authorised Officer

**LONDON BOROUGH OF HARROW
ENVIRONMENTAL SERVICES**

Director of Environmental Services: TREVOR PUGH
Head of Environment, Planning & Transportation: BRUNA HODGSON FRICS DMS
Chief Planning Officer: GRAHAM JONES BSc(EnvSc) DipFP DeUD +BIC MRTP
P.O. Box 37, Civic Centre, Harrow, Middlesex, HA1 2UY
Tel: 0181 863 5611 Fax: 0181 424 1551



**PLANNING
SERVICES**

CRISTOPHER JOLLY
THE PROPERTY DEPT
100 ROCHESTER ROW
LONDON
SW1P 1JP

DRAFT * DRAFT * DRAFT * DRAFT * DRAFT * DRAFT * DRAFT * DRAFT *

TOWN & COUNTRY PLANNING ACT 1990

11-FEB-1998

GRANT/APPROVE SUBJECT TO LEGAL AGREEMENT

Ref: WEST/666/97/FUL

With reference to the application received 08-OCT-1997 accompanied by Drawing(s)
HEA/3/PO1, PO7, POB Rev A, PO9 Rev A, P10 Rev B and P11 Rev A

for:

EXTENSION TO EXISTING BUILDING TO PROVIDE INDOOR SWIMMING POOL AND SPORTS
HALL WITH ANCILLARY ACCOMMODATION

at: HEATHFIELD SCHOOL BEAULIEU DRIVE
PINNER

THE COUNCIL OF THE LONDON BOROUGH OF HARROW, the Local Planning Authority,
GRANT/APPROVE subject to legal agreement and the following condition(s):-

1. The development hereby permitted shall be begun before the expiration of five years from the date of this permission.
REASON: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990.
2. The development hereby permitted shall not be occupied or used until all the works detailed in the application have been completed in accordance with the permission granted unless otherwise agreed in writing by the local planning authority.
REASON: To ensure a satisfactory form of development.

tech/gj21/s

DECISION NOTICE

WEST/666/97/FUL

DRAFT * DRAFT * DRAFT * DRAFT * DRAFT * DRAFT * DRAFT * DRAFT * DRAFT *

3. The development hereby permitted shall not commence until samples of the materials to be used in the construction of the external surfaces noted below have been submitted to, and approved in writing by, the local planning authority:

- (a) the extension/building(s)
- (b) the ground surfacing

The development shall be carried out in accordance with the approved details.

REASON: To safeguard the appearance of the locality.

4. The development hereby permitted shall not commence until details indicating adequate access to, and egress from, the building(s) have been submitted to, and approved in writing by, the local planning authority. The development shall not be occupied or used until the works have been completed in accordance with the approved plans and thereafter retained as such.

REASON: To ensure that the development will be accessible to people with disabilities.

5. The development hereby permitted shall not commence until there has been submitted to, and approved by, the local planning authority, a scheme of hard and soft landscape works which shall include a survey of all existing trees and hedgerows on the land, indicating those to be retained and those to be lost. Details of those to be retained, together with measures for their protection in the course of the development, shall also be submitted and approved, and carried out in accordance with such approval, prior to any demolition or any other site works, and retained until the development is completed. Soft landscape works shall include: planting plans, and schedule of plants, noting species, plant sizes and proposed numbers/densities.

REASON: To safeguard the appearance and character of the area, and to enhance the appearance of the development.

6. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the building(s), or the completion of the development, whichever is the sooner. Any existing or new trees or shrubs which, within a period of 2 years from the completion of the development, die, are removed, or become seriously damaged or diseased, shall be replaced in the next planting season, with others of a similar size and species, unless the local authority agrees any variation in writing.

REASON: To safeguard the appearance and character of the area, and to enhance the appearance of the development.

7. The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition, and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority.

REASON: The existing trees represent an important amenity feature which the local planning authority considers should be protected.

8. The development hereby permitted shall not commence until details of any external works required for ventilation and fume extraction have been submitted to, and approved in writing by, the local planning authority. The development shall not be occupied or used until those external works have been completed in accordance with the approved plans.

REASON: To safeguard the visual amenity of neighbouring residents and the appearance of the building.

9. Any plant and machinery, including that for fume extraction, ventilation, refrigeration and air conditioning, which may be used by reason of granting this permission, shall be so installed, used and thereafter retained as to prevent the transmission of noise and vibration into any neighbouring premises.

REASON: To ensure that the proposed development does not give rise to noise nuisance to neighbouring residents.

10. INFORMATIVE:
The applicant's attention is drawn to the requirements in the attached Considerate Contractor Code of Practice, in the interests of minimising any adverse effects arising from building operations.

11. INFORMATIVE:
Harrow Council has published a leaflet "ACCESS FOR ALL", containing design guidelines for the provision of safe and convenient access for all disabled groups. A copy is attached.

12. The applicants are advised that in seeking to discharge the landscaping conditions, the Council will wish to see substantial tree and shrub planting along the site boundaries, in particular the southern and western boundaries with residential properties and on the boundary with Cannon Lane First and Middle School.

(DNOT_EAST_DRAFT)

DECISION NOTICE
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THE COMMON SEAL OF THE GIRLS
DAY SCHOOL TRUST (1872) was hereunto
affixed to this Deed in the
presence of:-)
)
)



Amethoff

Director

[Signature]

Secretary

APPENDIX 6 – P/1041/15 S106 AGREEMENT DATED 22ND AUGUST 2016

Dated 22nd August 2016

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARROW (1)

- and -

THE HARROW ACADEMIES TRUST
(formerly The Harrow Secondary School Academy Trust) (2)

DEED OF VARIATION

Relating to land at Heathfield Norris School 31 Beaulieu Drive Pinner
in the London Borough of Harrow

LB Harrow Legal & Governance Services
PO Box 2
Civic Centre
Station Road
Harrow
Middlesex
HA1 2UH

DX 30450 HARROW 3

Tel: 020 8424 1
Fax: 020 8424 1557

Ref: DOL/HRWC-PSPS-018294

S106A-DOV 5.8.2016

THIS DEED OF AGREEMENT is made the *22nd* day of *August* Two thousand and sixteen **B E T W E E N** (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW** of PO Box 2 Civic Centre Station Road Harrow Middlesex HA1 2UH ("the Council") of the first part (2) **THE HARROW ACADEMIES TRUST** (formerly The Harrow Secondary School Academy Trust) (Company registration number 9026369) whose registered office address is Nower Hill High School George V Avenue Pinner HA5 5RP ("the Owner") of the second part

BACKGROUND

- (1) The Owner is the registered proprietor with title absolute of the freehold interest in the Land at the Land Registry under title number NGL434320 and is the successor in title to the former freeholder The Girls Day School Trust
- (2) On 12 November 1998 The Girls day School Trust (1982) entered into the planning obligations under the Principal Deed in relation to the First Development on the Land restricting the number of pupils attending the school to no more than seven hundred (700) at any one time
- (3) Upon completion of the Principal Deed the Council as local planning authority granted the First Planning Permission
- (4) The Council decided at its meeting of its planning committee on the 27 May Two Thousand and Fifteen to approve the Second Application for the Second Development subject to completion of this Deed of Variation
- (5) The Council considers it expedient in the interests of the proper planning of its area and having regard to the development plan and to all other material considerations that provision should be made for regulating the First Development and the Second Development in the manner set out in this Deed of Variation
- (6) The Parties are satisfied that the planning obligations secured by this Deed of Variation are necessary to make the First Development and the Second Development acceptable in planning terms, are directly related to the First Development and the Second Development and are fairly and reasonably related in scale and kind to the First Development and the Second Development

(7) The Parties hereto propose that the Principal Deed be varied as hereinafter provided and have accordingly agreed to enter into this Deed of Variation upon the terms and conditions hereinafter appearing with the intent that it should be binding not only upon the said Parties but also upon any person deriving title from them as provided by Section 106 of the 1990 Act and any persons claiming through under or in trust for them

1. INTERPRETATION

1.1 In this Deed of Variation where the context so admits or requires words and expressions and phrases shall have like meanings defined in the Principal Deed save where the context otherwise dictates

1.2 For the purposes of this Deed of Variation the following expressions shall have the following meaning:

"the 1990 Act" the Town and Country Planning Act 1990 (as amended)

"First Development": the extension to existing building to provide indoor swimming pool and sports hall with ancillary accommodation as described in the First Planning Application

"Second Development": the increase of pupils on the site from 700 to a maximum of 1162 as described in the Second Planning Application

"First Planning Application": the application for the First Planning Permission to carry out the First Development at the Land validated by the Council on 27 October 1997 and given reference number WEST/666/97/FUL

"Second Planning Application": the application for the Second Planning Permission to carry out the Second Development at the Land validated by the Council on 12 March 2015 and given reference number P/1041/15

"First Planning Permission": the planning permission granted pursuant to the First Planning Application for the First Development on 13th November 1998

"Second Planning Permission": the planning permission to be granted pursuant to the Second Planning Application for the Second Development

"Land": land and buildings on the west side of Beaulieu Drive registered at the Land Registry under title number NGL434320 shown for the purposes of identification only edged red on the plan appended to the Principal Deed

"Principal Deed": the planning obligations entered into on 12 November 1998 between the Council and The Girls Day School Trust (1872) in relation to the Land and relating to the First Development

2. STATUTORY AND ADMINISTRATIVE PROVISIONS

- 2.1 THIS Deed of Variation is entered into and completed pursuant to the 1990 Act and the obligations entered into by the Owner hereinafter contained shall be ones to which the provisions of Section 106 and 106A of the 1990 Act shall apply
- 2.2 EACH of the obligations created by this Deed of Variation constitutes a planning obligation for the purposes of Section 106 of the 1990 Act and are enforceable by the Council as such
- 2.3 THE provisions of this Deed of Variation shall become binding upon the parties hereto upon the granting by the Council of the Second Planning Permission pursuant to the Second Planning Application
- 2.4 THE parties hereto hereby agree and declare that the references in the Principal Deed to the First Planning Permission shall at all times hereafter be deemed to include the Second Planning Permission so that the obligations covenants conditions and other provisions in the Principal Deed will equally apply to development pursuant to the First Planning Permission and the Second Planning Permission and the Principal Deed shall henceforth take effect and be read and construed accordingly

2.5 THE covenants conditions and other provisions contained in the Principal Deed are supplemented by this Deed of Variation and to the extent they have not been varied by this Deed of Variation are hereby ratified and confirmed and shall continue in full force and effect

2.6 THE Owner shall on the execution hereof pay the Council's costs incurred in the preparation and settlement of this Deed of Variation

2.7 A memorandum of this Deed of Variation shall be immediately endorsed upon the Principal Deed

3. COVENANTS

3.1 The parties hereto hereby agree and declare that the terms of the Principal Deed shall be varied such that

3.1.1 paragraph 3 of The Second Schedule shall be deleted and replaced with

"the number of pupils enrolled for full time education at the school in any academic year shall not increase unless the Owner demonstrates to the Council that it has complied with its paragraph 5, Second Schedule obligations (Travel Plan). The number of pupils enrolled for full time education at the school shall not exceed one thousand one hundred and sixty two (1162) pupils at any time"

3.1.2 insert after paragraph 4.5 of The Second Schedule

"5. TRAVEL PLAN

5.1 Travel Plan Coordinator

5.1.1 The Owner shall appoint a Travel Plan Coordinator on or before the Start Date and shall submit the name and contact details of the appointed Travel Plan Coordinator to the Council

5.1.2 Unless otherwise agreed in writing by the Council the Owner covenants that the role of the Travel Plan Coordinator shall remain in place in perpetuity

5.1.3 The Owner shall notify the Council of any changes in the appointment or details of any of the Travel Plan Coordinators appointed pursuant to paragraph 5.1.1 of this Second Schedule to this Deed within five Working Days of such change occurring

5.2 Travel Plan

5.2.1 The Owner having submitted a School Travel Plan to the Council and having obtained approval to the same from the Council in November 2015 covenants with the Council to:

5.2.1.1 Promote the agreed School Travel Plan within two (2) months of the grant of the Second Planning Permission

5.2.1.2 Fully implement the School Travel Plan in accordance with the timescales and targets contained in the School Travel Plan (or as amended by the agreement in writing between the Council and the Owner)

5.2.1.3 Undertake a travel survey with all pupils and staff and consultation with pupils and their families, staff, management, visitors and other appropriate stakeholders within six (6) calendar months of the Start Date. Revise the School Travel Plan in light of the travel survey and consultation and resubmit the revised School Travel Plan to the Council and obtain approval to the same from the Council within the academic year in line with Transport for London's STARS System

5.2.1.4 Undertake annual monitoring in accordance with Transport for London's 'standardised approach to monitoring', within the same calendar month as the travel survey set out in paragraph 5.2.1.3

5.2.1.5 Update the School Travel Plan annually in light of the outcome of the monitoring as set out in paragraph 5.2.1.4 above in accordance with the

targets set out in the Travel Plan and to use reasonable endeavours to achieve an improvement in performance and Transport for London's Gold Status no later than four (4) years from the Start Date and submit a copy of the Updated School Travel Plan to the Council for approval within three (3) months of the anniversary of the first travel survey under paragraph 5.2.1.3

- 5.2.1.6 Revise the Updated School Travel Plan to incorporate any comments made by the Council within six (6) weeks of the Council notifying the Owner of any amendments required to be made pursuant to paragraph 5.3.1
- 5.2.1.7 Promote and publicise the agreed Updated School Travel Plan within two (2) months of approval in writing by the Council
- 5.2.1.8 In the event that the Travel Plan has failed to meet the Travel Plan objectives/targets then the Owner shall implement the remedial measures proposed in the Travel Plan to the Council's reasonable satisfaction. If remedial measures are not identified in the Travel Plan, the Council may identify with the Owner such reasonable remedial measures and timeframes for their implementation and permit the increase in pupil numbers as referred to in paragraph 3 of the Second Schedule.

5.3 The Council hereby covenants with the Owner that it will:

- 5.3.1 Notify the Owner submitting the revised School Travel Plan and subsequent Updated School Travel Plan of any amendments which the Council requires to the revised School Travel Plan or Updated School Travel Plan within two (2) months of receiving the revised School Travel plan or Updated School Travel Plan; and
- 5.3.2 Approve the revised School Travel Plan or Updated School Travel Plan in writing as soon as possible and in any case within one (1) month of receiving the revised School Travel Plan or Updated School Travel Plan in the event the

Council does not wish to put forward any amendments as set out in paragraph 5.3.1 above; or

5.3.3 Approve the revised School Travel Plan or Updated School Travel Plan in writing as soon as possible in line with Transport for London's accreditation scheme for travel plans and in any case within one (1) month of receiving the revised School Travel Plan or Updated School Travel Plan incorporating the amendments requested by the Council pursuant to paragraph 5.3.1 above".

3.1.3 The parties hereto agree that the following words and expressions shall be inserted into clause 1 of the Principal Deed with the following meanings:

"Expert": means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 9 to determine a dispute

"Gold Status": accreditation with gold status according to the STARS system as at 31 October 2014 or as subsequently revised

"School Travel Plan": the long term management strategy for the site that seeks to deliver sustainable transport objectives approved by the Council in November 2015 which may from time to time be varied with the written consent of the Council

"STARS System": the 'sustainable travel: active, responsible, safe' accreditation programme for the School Travel Plan and School Travel Plan Review administered by Transport for London

"Start Date": the first day of the 2016-2017 academic year

"Transport for London": Transport for London or its successor body

"Travel Plan Coordinator": the person appointed by the Owner who shall be responsible for implementing monitoring progress reporting and reviewing the School Travel Plan in order to achieve the School Travel Plan and School Travel Plan Review objectives and targets

"Updated School Travel Plan": the document submitted to the Council for approval annually following the approval of the School Travel Plan that will contain inter alia monitoring results comparison with previous monitoring results, whether the targets have been met, review of the measures implemented to date, revised objectives and targets and a new action plan

- 3.1.4 The parties hereto hereby agree and declare that the terms of the Principal Deed shall be varied such that the following clauses shall be inserted after clause 8 of the Principal Deed

"9. DISPUTE PROVISIONS

- 9.1 In the event of any dispute or difference arising between the parties in respect of any matter contained in this Deed (including any failure by the parties to agree or approve any matter falling to be agreed or approved under this Deed) then unless the relevant part of the Deed indicates to the contrary, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of any of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the Parties
- 9.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the Parties pursuant to clause 9.3
- 9.3 The Expert shall be required to give notice to each Party inviting each Party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each Party a further five (5) Working Days to make counter-submissions to the written submissions of any other Party

9.4 The Expert's costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties in equal shares

9.5 The provisions of this clause 9 shall not fetter the Council's power to enforce this Deed by way of an application for declaratory relief or injunction

10. MISCELLANEOUS

10.1 No person shall be liable for any breach of any of the planning obligations or other provisions of 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. APPLICATION OF THE PRINCIPAL DEED TO THE SECOND DEVELOPMENT

The Parties hereto agree that the provisions of the Principal Deed as varied by this Deed of Variation shall apply to the Second Permission granted for the Second Development

EXECUTED AS A DEED but not delivered until the day and year first before written

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF HARROW was hereunto)
affixed to this Deed in the presence of:)



Mayor

Authorised Officer

Executed as a Deed by THE HARROW)
ACADEMIES TRUST acting by)

Director)

in the presence of:)

JANICE HOWKINS
VICTORIA TOMES

Witness:

Address:

Occupation:

BENTLEY WOOD HIGH SCHOOL
STANMORE, HA7 3NA
DIRECTOR OF DATA & OPERATIONS

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