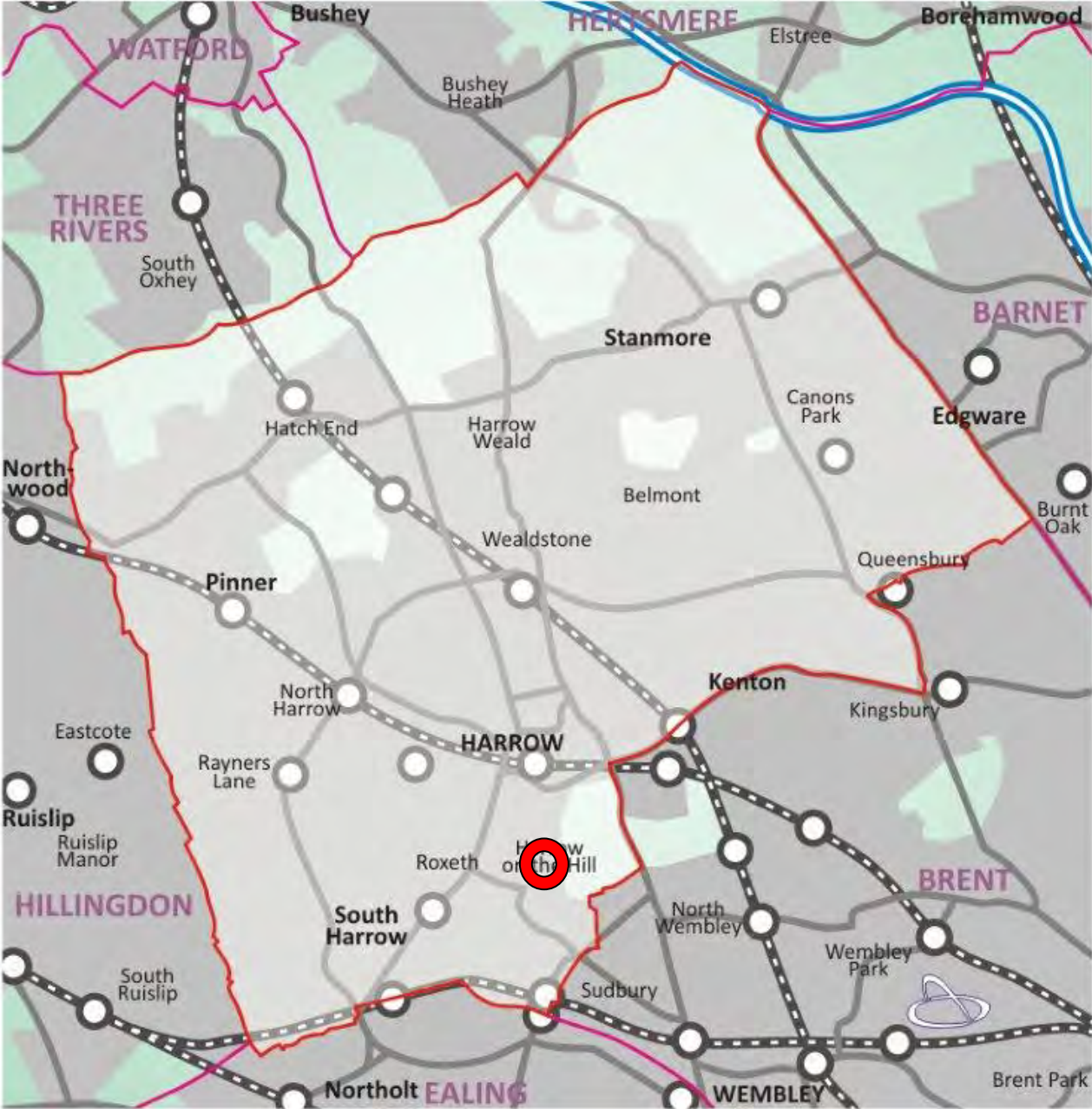
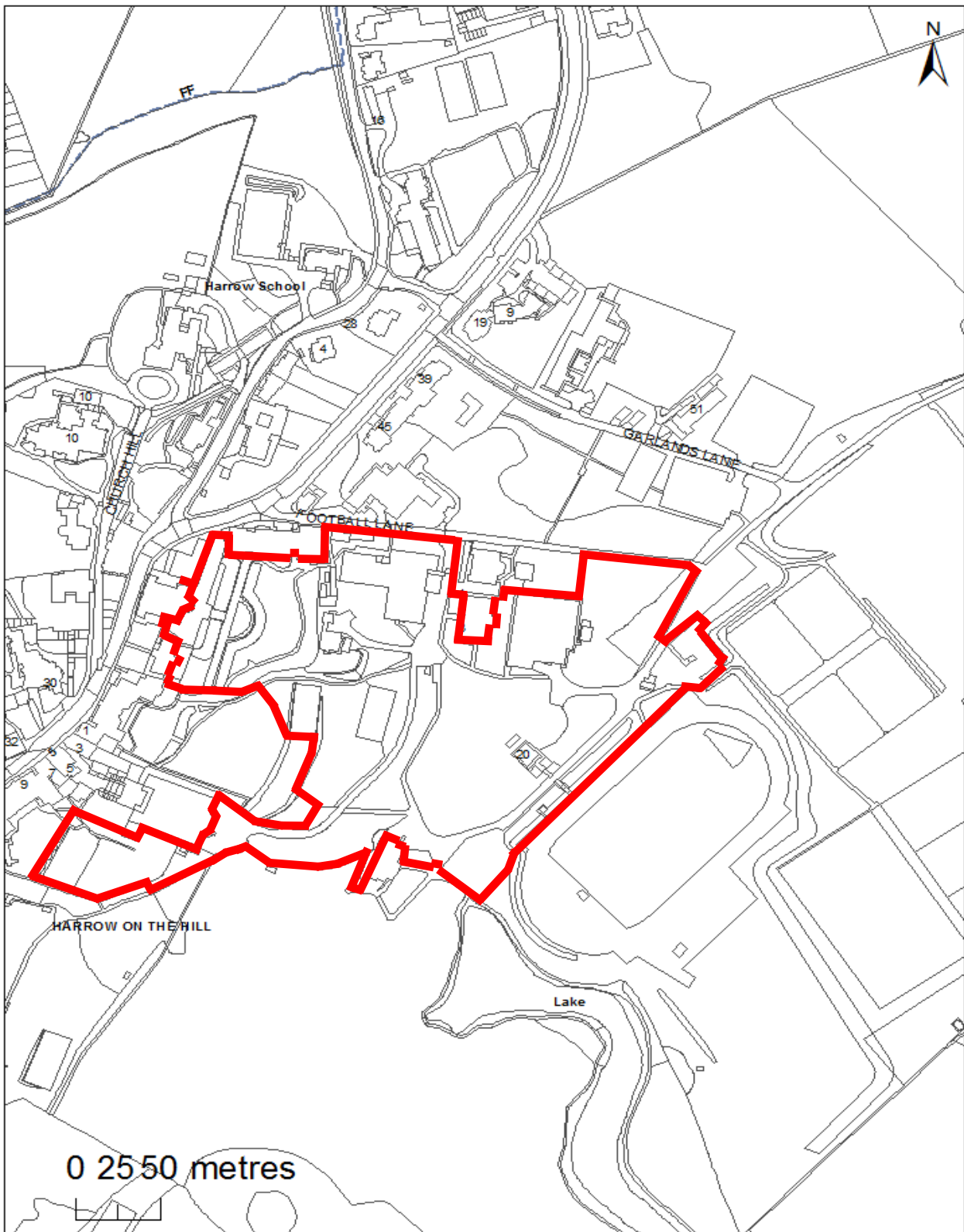


 = application site



<b>Harrow School Sports Hall and Swimming Pool, off Football Lane, Harrow</b>	<b>P/1940/16</b>
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<b>Harrow School Sports Hall and Swimming Pool, off Football Lane, Harrow</b>	<b>P/1940/16</b>
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# LONDON BOROUGH OF HARROW

## PLANNING COMMITTEE

26<sup>th</sup> April 2017

**APPLICATION NUMBER:** P/1940/16  
**VALIDATE DATE:** 29 APRIL 2016  
**LOCATION:** HARROW SCHOOL SPORTS HALL AND SWIMMING POOL, FOOTBALL LANE, HARROW  
**WARD:** HARROW ON THE HILL  
**POSTCODE:** HA1 3EA  
**APPLICANT:** HARROW SCHOOL (MR NICK SHRYANE)  
**AGENT:** RIVINGTON STREET STUDIO (MR RICHARD HOLLAND)  
**CASE OFFICER:** MONGEZI NDLELA  
**EXPIRY DATE:** 21 JULY 2016 (EXTENDED TO 3<sup>RD</sup> MAY 2017)

### PURPOSE OF REPORT/PROPOSAL

The Planning Committee determined to defer the decision for the application P/1940/16 for planning permission relating to the Harrow School Sports and Science buildings on the 16<sup>th</sup> November 2016.

This report is supplemental to the report considered by the Planning Committee on 16<sup>th</sup> November 2016 which sets out the detailed Officer recommendations to The Planning Committee regarding an application for planning permission relating to the following proposal:

Demolition Of Existing Buildings: Existing Sports Building, Peel House, Museum Cottage, Gardeners Compound, Boyer Webb Pavilion, Pavilion Next To The Athletics Track; Construction Of New Sports Building Over 3 Levels (7307 Sqm); New Science Building Over 3 Levels (3675 Sqm); New Landscaping Core From Existing Chapel Terrace To The Athletics Track At The Base Of Hill; New Visitors Car Parking On Football Lane Adjacent To Maths And Physics School Buildings; Re-Routing And Re-Grading Of Private Access Road; Alterations To Landscaping And Servicing For Dining Hall; Relocation Of Multi Use Games Area For Moretons Boarding House To South West Of Dining Hall

This supplementary report provides additional information and clarification provided by the applicant in relation to the grounds for deferral and sets out officers recommendations to the Planning Committee.

## RECOMMENDATION

The Planning Committee is asked to:

- agree the reasons for approval and the conditions as set out in this report in appendix 1; and
- refer this application to the Mayor of London (the GLA) as a Stage 2 referral; and
- subject to the Mayor of London (or delegated authorised officer) advising that he is content to allow the Council to determine the application and does not wish to issue a direction under Article 7 that he does not wish to direct refusal, or to issue a direction under Article 7 that he is to act as the local planning authority for the purposes of determining the application, delegate authority to the Divisional Director of Regeneration, Enterprise and Planning in consultation with the Director of Legal and Governance Services for the continued negotiation and completion of the Section 106 legal agreement and other enabling legislation and issue of the planning permission and subject to minor amendments to the conditions (set out in Appendix 1 of this report) or the legal agreement. The Section 106 Agreement Heads of Terms would cover the following matters:
  - a) The area to the west of the application site shown on Plan P.05.12 delineated in black and coloured light green (referred to below as “the MOL extension land”) shall remain permanently open and not be developed at any time in the future except for landscaping purposes approved by the authority or in accordance with policy relating to MOL as set out in London Plan Policy 17.7 or a revision thereof.
  - b) The existing buildings which are within the MOL extension land and also those within the area delineated in blue on Plan P.05.12 shall be demolished no later than 15 months after first occupation of the proposed new Sports facility building the subject of planning application P/1940/16.
  - c) The area of land delineated in blue on Plan P.05.12 shall thereafter not be developed at any time in the future except for landscaping purposes approved by the authority or in accordance with the policy relating to MOL as set out in London Plan Policy 17.7 or a revision thereof.
  - d) Community Use Agreement to be implemented;
  - e) Implementation of the Sustainable Travel Plan;
  - f) Undertaking that the applicant will work with Harrow Council on Employment and Training Initiatives including apprenticeships associated with the proposed construction;
  - g) Additional Tree Planting;
  - h) Local goods and services; and
  - i) Monitoring fee - £5,000.00

Appendix 1 - Plan P.05.12

## RECOMMENDATION B

That if the Section 106 Agreement is not completed by 14<sup>th</sup> June 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 Divisional Director of Regeneration, Enterprise and Planning 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.

## **REASON FOR THE RECOMMENDATIONS**

Whilst noting the harmful impact on the Conservation Area, the wider benefits to both Harrow School and the wider community are considered to override these concerns in this instance. Notwithstanding this, there are improvements to the Conservation Area and the setting of Listed Buildings, notably:

- The implementation of high quality landscaping within the area to the south of Football Lane both within the application site and the areas adjacent the subject of the s106 obligation.
- The enhancements to the setting of listed buildings including in particular the Head Master's, Vaughan Library, the Chapel, New Schools and Butler building by reason of creation of openness adjacent to them and by reason of the landscaping proposed, in accordance with covenants in the s106 obligation

Furthermore the application has demonstrated very special circumstances in accordance with policies relating to development within Metropolitan Open Land (MOL), notably:

- The site circumstances, including the significant planning constraints experienced across the School's estate and the lack of alternative suitable land;
- The pressing academic curriculum needs for sports and science;
- The very significant sports benefits of the proposal, providing sports facilities in a sustainable location which are of very high quality and sports training facilities for young persons in particular;
- The provision of significant shared access to very high quality sports and leisure facilities for the local community and local schools at no charge to the public purse in an area of high deprivation and need for sports facilities, where there are no comparable sports facilities in the area of such quality.

## **INFORMATION**

This application is reported to Planning Committee as it is a Major Development and therefore falls outside Schedule 1 of the Scheme of Delegation. Furthermore, it is the opinion of the Divisional Director of Regeneration and Planning that the application presents matters which may be of political and/or public interest. In addition, the application proposals constitute a material departure from the policies in the Development Plan and may conflict with national guidance.

Statutory Return Type:	All other large scale major developments
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

Local CIL requirement:

school or college under the Education Acts or as an institution of higher education”.

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.

## **LIST OF ENCLOSURES / APPENDICES:**

Appendix 1 – Plan P.05.12

Appendix 2 – Draft Community Uses Agreement

Appendix 3 – Wider Community Uses Document

Appendix 4 – Pre-App Site Selection

Appendix 5 – Updated Site Selection

Appendix 6 – Committee Report 16/11/16

Appendix 7 – Addendum from 16/11/16

## FURTHER NEIGHBOUR CONSULTATION

Comment Type	Name and Address
Objection	Joel Selwood, 30 Middle Road, Harrow on the Hill, HA2 0HL
Objection	Veronica Smith, 8 Kingsland Road, Harrow HA1 3DD
Objection	Mrs Caroline Grace, 21 Nelson Road, Harrow HA1 3ET
Objection	Stephen Oliver, 23 Treve Avenue, Harrow, HA1 4AL
Objection	Matthew King, 81 West Street, Harrow HA1 3EL
Objection	Mrs A James, Pear Tree Cottage, Brickfields
Objection	Pauline Cieresko, 31a Roxborough Park, Harrow HA1 3BA
Objection	Alice Robers CPRE London, 70 Cowcross Street, London EC1M 6EJ
Objection	S B W Peppin, Garlands Management Ltd, 16 The Garlands, Peterborough Road, Harrow on the Hill HA1 3DY
Objection	Denise Robertson, 15 West Street, HA1 3ED
Objection	John McDonald, 15 West Street, HA1 3ED
Objection	Anna Clarke, Roxborough Residents Association, 6 Pickwick Place, Harrow HA1 3BG
Objection	Vicki Fox, LAMAS Historic Building and Conservation Committee
Objection	Mrs Gaynor Lloyd, 16 Pebworth Road, Harrow
Objection	Bethan Davies, 2 Close Close, Harrow on the Hill, London, HA2 0JZ
Objection	Ms Ellyn Smith, 11 Nelson Road, Harrow on the Hill, HA1 3ET
Objection	Harrow Hill Trust Lianda, Hill Close, Harrow HA1 3PQ
Objection	Councillor Keith Perrin, Councillor for Northwick Park Ward, 16 Pebworth Road LB Brent
Objection	T Hill, 121 Abbots Drive, North Wembley, Middlesex

### Comments Objecting to the Proposal

Subject of Comments	Summary of Comments	Officer Comments
<b>Proposed MOL Swap</b>	<ul style="list-style-type: none"> <li>The MOL will be blighted – better options are available</li> <li>MOL should be preserved for future generations</li> <li>Views of the MOL will be ruined</li> <li>The proposed swap does not compensate for the loss of MOL on this piece of land.</li> <li>The footprint, distribution and character of existing buildings to be demolished is wholly</li> </ul>	<p>The applicant has demonstrated that there are no suitable sites for the Sports Building outside the MOL. This has been assessed and confirmed by the GLA who administer MOL.</p> <p>The following elements amount to very special circumstances that make the development in the MOL acceptable:</p> <ul style="list-style-type: none"> <li>The pressing academic need for improved sports facilities for the school,</li> <li>The proposed community</li> </ul>

	<p>different to the new build process;</p> <ul style="list-style-type: none"> <li>• The new buildings will destroy the visual amenity and character of the MOL from public viewpoints.</li> <li>• The MOL around the slopes of Harrow on the Hill continues significantly to the areas special character and this would be a major impact for the area and a huge loss.</li> <li>• The proposals are contrary to Policy DM17 – and there are no very special circumstances.</li> <li>• The proposal is detrimental to the openness of MOL.</li> <li>• The proposed swap is unjustifiable as it is for land which is already de facto protected; it is not open, and it cannot compensate for the loss of the open, historic landscape in question.</li> <li>• The quality of the reconfigured MOL creates no enhancements to MOL where currently there are no deficiencies in capacity of quality.</li> <li>• There is deficiency in accessibility but this will be further tightened in the new proposals because the public will not have access to the landscape core.</li> <li>• The land to be designated as MOL is already open and heavily protected as such by virtue of its designation in the Conservation Area and as the important setting of the abundant Listed Buildings that surround it.</li> </ul>	<p>uses as a benefit to the wider community</p> <ul style="list-style-type: none"> <li>• No net loss in the amount of MOL;</li> <li>• A coherent and contiguous expanse of MOL;</li> <li>• An improved quality in the MOL</li> </ul> <p>Harrow School did undertake rigorous and extensive pre-application discussions with the Local Planning Authority which formally commenced in May 2015 and was concluded with formal written advice on 23rd December 2015. During this process, pre-application consultation was undertaken with statutory consultees including the Greater London Authority and Historic England. Furthermore, the School undertook consultation with local residents and directly affected neighbours during a public exhibition session held in January and June 2016. The School also met with local Councillors in January 2016. As such, Harrow School have properly fulfilled their commitments as set out in the SPD. There is no provision within the SPD that requires that the MOL swap be subject to a separate consultation period prior to the submission of the planning application. Furthermore, the proposed MOL swap is to facilitate the proposed planning application and therefore there would be no requirement for the MOL swap without the application proposals. The MOL is intrinsically linked with the application and therefore the proposed swap can only be facilitated and properly consulted upon as part of the planning application and the</p>
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	<ul style="list-style-type: none"> <li>• The proposed new MOL is already open but will be surrounded by buildings and becomes almost a courtyard space that cannot be viewed or used by the public.</li> <li>• LB Harrow has not pressed the school into producing worked up brownfield proposals.</li> <li>• The MOL swap should have a two-step process (secured via conditions and S106) as the CUA.</li> <li>• The School has failed to take into account the wishes of the local community, contrary to the Localism Act 2011.</li> <li>• One of the reasons for deferral concerning site evaluation using non MOL land has not been adequately dealt with.</li> <li>• It is an undisputable fact that there has been no prior public consultation on the proposed MOL swap. This is contrary to the Localism Act 2011. The proposed swap is not the same one as stated in page 29 of the draft SPD which spoke of the auditorium being involved.</li> <li>• Relative to the MOL being lost, the swapped in MOL is very clearly nothing like as Open.</li> </ul>	<p>assessment of the development proposals.</p> <p>It is therefore noted that the SPD does not make provision for 'prior' or 'advanced' consultation regarding the MOL swap.</p>
<p><b>Impact on the Conservation Area, Setting of the Conservation Area, Setting of Listed Building and Listed Park</b></p>	<ul style="list-style-type: none"> <li>• The Boyer Webb Pavilion is Listed, not in keeping with historic buildings, the green space is part of the unique quality of the hill</li> <li>• Block Open views in a Conservation Area</li> <li>• Views of the Grade II Listed buildings will be hidden from the public footpaths</li> </ul>	<p>The Boyer Webb pavilion is not Listed Views to the Grade II Listed Buildings will remain largely unchanged from the public footpaths.</p> <p>Whilst there is some harm to heritage assets and the setting of the Conservation Area, on balance, Officers consider the educational need of the</p>



	<ul style="list-style-type: none"> <li>The current proposals are harmful to the heritage assets, the current MOL and to quality public views.</li> </ul>	<p>proposals in addition to the public benefits proposed outweigh any perceived harm to the Conservation Area.</p>
<b>Impact on Views</b>	<ul style="list-style-type: none"> <li>Obstruct semi-rural views of much – eyesore</li> <li>The new built will blot out one of the most iconic views of Harrow</li> <li>Building will ruin the view – brownfield land</li> <li>The buildings will obliterate the views. The VIA is inconsistent with different colours shown on Pages 70 and 72 – ruin view from Harrow Park</li> <li>Views from Harrows Capital Ring walking path will be blocked</li> <li>The building is very unsightly and spoils the Open space of HoTH</li> </ul>	<p>The proposed buildings are largely unseen from the top of the hill. Furthermore, the existing views towards the Grade II listed park or from the Capital Ring are largely blocked by existing structures and/or trees and landscaping. The proposals maintain the views towards the park.</p> <p>The applicant has submitted additional CGI's to demonstrate that the view are acceptable and do not breach the current skyline formed by St Mary's Church and Harrow on the Hill.</p> <p>Additional tree planting has been proposed which will further mitigate any impact on views.</p>
<b>Design</b>	<ul style="list-style-type: none"> <li>The design of a poor quality</li> <li>The change in colour does not ameliorate the effect of the heavy mass of the building. The proposals will completely change the character of the locality</li> <li>The design of the building is not in keeping with the surrounding buildings</li> <li>The building is ugly</li> <li>There has been limited attempt to conceal or sink the building to minimise their impact. The building is totally out of scale and design with other buildings and severely impact the setting of the Conservation Area and</li> </ul>	<p>The changes to the design have been considered to reduce the harm on the CA. The design has been supported by the Urban Design Officer.</p>

	<p>Listed Buildings</p> <ul style="list-style-type: none"> <li>The buildings would be very bulky and modern and effectively intrude on green spaces and despoiling the views of the Hill. The whole appeared to compromise the landscape setting.</li> </ul>	
<b>Traffic</b>	<ul style="list-style-type: none"> <li>The proposed development has failed to consider the impacts on residents lining Garlands Lane. The existing traffic using the road already causes distress to residents. There is no evidence that these have been considered as part of the proposals. Garlands Lane is a narrow lane and therefore there is continuous congestion on the hill, which will only increase due to the proposals.</li> <li>Traffic on Garlands Lane can be alleviated by having a permanent access from Watford Road.</li> </ul>	<p>The submitted Transport Statement states 'any local traffic experienced on Garlands Lane will be tidal, i.e. all movements in and out at one time. This is currently managed adequately for match days when coaches and visitors are present on site. Therefore, no highway mitigation measures are required as part of the proposals'. As such, it is not considered that the proposals will be harmful to the residents lining Garlands Lane.</p> <p>Garlands Lane will not be used for construction traffic.</p>
<b>Loss of Trees</b>	<ul style="list-style-type: none"> <li>There will be a loss of mature trees</li> </ul>	<p>The proposal will result in a net gain of trees. Whilst 92 trees (not of significant amenity value – Grade A trees) will be lost, 320 trees will be gained.</p>
<b>Air Quality</b>	<ul style="list-style-type: none"> <li>The application will exacerbate the level of poor air quality</li> </ul>	<p>The application is not considered to have a detrimental impact on Air Quality.</p>
<b>Ecology</b>	<ul style="list-style-type: none"> <li>The proposals should have a more comprehensive ecological benefit</li> </ul>	<p>The applicants submitted an Ecological survey which demonstrated that extensive surveys had been undertaken. Ecological benefits were discussed and confirmed as acceptable by the Council's Biodiversity Officer.</p>

## ADDITIONAL INFORMATION

### Further External Consultation

Consultee	Summary of Comments	Officer Comments
Mayor of London	<p><b>Details of Community Use:</b> The extended community use offer of 1,300 hours each year, which is a three-fold increase over the current community use offer is welcomed and supported. The proposed amendment to the CUA “<i>To increase participation in sport and physical activity by disadvantaged groups and low participation groups through use of the Facilities for Harrow Council’s Sports Development Initiatives in accordance with Schedule 3</i>” is also welcomed. It is noted that the duration of the CUA has also been increased from 10 years to be for the life of the building. This is also welcomed.</p> <p><b>Additional Site Selection:</b> The findings of the additional site selection exercise demonstrating that ‘that there are no alternative site options outside of MOL upon which to re-site the Sports Building proposal, and that the application site is the most appropriate site having regard to minimizing the impact on MOL openness and views of the hill and the historic ridge, and would best relate to the core academic area, the new axial route and the main athletics track, courts and playing fields which it will help to support. It will also remain readily accessible to external users without compromising school security’ is accepted.</p> <p><b>Improvements to the appearance of the proposed buildings,</b> which include:</p> <ul style="list-style-type: none"> <li>- Significant materiality change to a coherent and locally resonant red brick with textured panels.</li> <li>- Revisions to the front pavilion element to reduce its length and width with an increase in glazing to</li> </ul>	Noted. The suggested conditions have been attached

	<p>lighten its appearance.</p> <ul style="list-style-type: none"> <li>- Reduction in height of the judo dojo.</li> <li>- Provision of additional CGIs demonstrating the impact of the proposals from public rights of way.</li> </ul>	
Historic England GLAAS	<p>No Objection</p> <p>The proposals are unlikely to have a significant effect on heritage assets of archaeological interest.</p>	These comments have been noted.
Historic England - Conservation	<p>The materiality has been changed to a warmer red brick with textured panels and base, and some elements - the judo dojo and the front pavilion, as well as the climbing wall at an earlier iteration - have been reduced in size. The additional planting proposed would help to screen the buildings in views from the Capability Brown landscape to the west. The amendments made to the designs achieve a degree of reduction in harm caused, in relation to the previous scheme. It remains the case that the proposals, through inserting a structure of the broad massing and height proposed in this location, will cause some harm. This is due to development in the currently and historically green open setting of a highly visible group of important historic buildings which form the primary core of a conservation area. This harm should be weighed against the public benefits of the proposal, as required by the NPPF</p>	<p>These comments have been noted. It is noted that there have been improvements on the impact on Heritage Assets. It is acknowledged that the proposal will result in some harm to the historic area matters however on balance, given the public benefits associated with the scheme, the proposals are considered acceptable.</p>
Sport England	No Objections	Noted.

### **Further Internal Consultation**

<b>Consultee</b>	<b>Summary of Comments</b>	<b>Officer Comments</b>
LBH Design	<p>No Objection subject to conditions</p> <p>The palette of materials set out in the previous application was preferable. Notwithstanding this, the revised</p>	Noted: Conditions are attached accordingly.

	<p>material is supported subject to details of the brick being approved. The specified brick will need to be a softer red colour, with some subtle variation in the mix, in order to sit comfortably in the landscape, whilst still being sympathetic to the neighbouring red brick buildings.</p>	
LBH Conservation	<p>Object to the proposals  Amendments to the design were requested to alleviate the impact of what will be a large solid grey block in the foreground of a multitude of listed buildings and within the historic green landscaping. Warmer tones and more detailing was requested to ensure the new building sits in better with these red buildings. We noted in making our recommendation that the bright red on some modern school buildings has not been successful. We noted that the impact of its design could be tempered by an amendment to the material finishes proposed. A stark red brick that has been used on some of the more modern buildings is not being requested to be used here as it is agreed that this would be inappropriate. Red bricks with varied and soft tones it was noted could be used to warm the design proposal up. It remains the view that there should be greater use of the existing material palette in the area ie brick, diaper work and stone. Flint, whilst still proposed, is in isolated use on the hill at the moment. It is mentioned that bronze is used to warm the proposal up but this is not a material that is used sufficiently on the proposed building to make a material change to the overall impression that would currently be provided by the colder grey tones as is clear from the 'planning application – update' document provided. Whilst the grey has now been omitted from the proposal, almost solid red brick seems to have been proposed notwithstanding some texture to the surfaces. It is still considered that the</p>	<p>These comments have been noted. It is acknowledged that the proposal will result in some harm to the historic area matters however on balance, given the public benefits associated with the scheme, the proposals are considered acceptable in this instance.</p>



	<p>design could be improved to reflect the current scale and design of the urban grain lower down the hill by breaking it up further and reducing scale wherever possible. It currently presents a very long, monotonous and uninterrupted form at present which seems aggressive and unlike its surroundings, now in a solid red colour. On any approval the design of the external elevations in terms of the use and mix of materials should be wholly reserved by conditions.</p> <p>1.Option E presented by the applicants was discounted largely because the pupils would have slightly further to go to reach this part of the school grounds. This seems like a weak argument in light of the LPA's statutory duty to have due regard to preserving heritage assets and their setting. The 'planning application – update' document does not seem to address this point.</p> <p>2.The 'planning application – update' document does not consider whether parts of the proposed uses could be sited elsewhere in the Harrow School grounds. This should be clearly and convincingly demonstrated though. Every element of the space needs to be thoroughly justified. This point has still not been addressed in the detail of the supporting documents.</p>	
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## 1.0 ADDITIONAL INFORMATION

1.1 The application was considered at the Planning Committee on the 16<sup>th</sup> November 2016. The Planning Committee determined that the decision on the application be deferred based on the following grounds:

1. ***To allow the applicant and the Council additional time to flesh out the details of the Community Use Agreement;***
2. ***To allow the applicant to improve the appearance of the buildings in terms of scale, design, architecture and materiality to ensure that the proposed buildings were of a high quality and compliant with NPPF (National Planning Policy Framework) paragraph 126 and DM1 (Development Management);***

### **3. To allow the applicant to reconsider the re-siting of the proposed building outside of MOL.**

- 1.2 In response, the applicant has provided additional supporting information including a Planning Application – Update, Planning Application Drawings, Visual Impact Assessment Rev D, DAS Landscape Report (all dated January 2017) and a revised Community Uses Agreement to address comments and concerns raised by member on the original proposal.

#### **Updated Community Uses Agreement**

- 1.3 The Community Uses Agreement (CUA) was developed in conjunction with the Council with the aim of optimising the use of the proposed sports facilities outside the School's core usage hours. Furthermore, the CUA sought to provide affordable uses of the sports facilities to other local schools and to provide opportunities for local people and sports organisations. The CUA will provide 1,300 hours of community uses each year which represent a three-fold increase over the current offer. The CUA would be overseen by a Management Committee which would be made up of nominated representatives from the Local Authority and Harrow School. The CUA also includes Key Performance Indicator's (KPIs) which will be reported and reviewed by the Management Committee on an annual basis. The CUA sought to provide these facilities for an initial 10 year period.

#### **Mechanism by which MOL Swap is secured**

- 1.4 The applicant has clarified the mechanism in which the MOL extension is delivered by proposing amendments to the S106 Heads of Terms. The potential grant of this planning application and revised S106 Heads of Terms will secure the openness of the proposed MOL extension without pre-empting the formal adoption of the new MOL via the Local Plan process in accordance with Policy 7.17 of the London Plan. The MOL extension land will measure 8,695m<sup>2</sup>.
- 1.5 The need for the development has been demonstrated in the main Committee Report. Furthermore, the very special circumstances, which are enhanced in the current proposals, have been demonstrated in the previous report. These include:
- The site circumstances, including the significant planning constraints experienced across the School's estate and the lack of alternative suitable land;
  - The pressing academic curriculum needs for sports and science;
  - The very significant sports benefits of the proposal, providing sports facilities in a sustainable location which are of very high quality and sports training facilities for young persons in particular;
  - The provision of significant shared access to very high quality sports and leisure facilities for the local community and local schools at no charge to the public purse in an area of high deprivation and need for sports facilities, where there are no comparable sports facilities in the area of such quality.
  - The significant net gain in the quality and area of the land to the west to

which MOL policy is in the future to be applied (the land is to be cleared with current buildings demolished and high quality landscape implemented as proposed);

- The provision of a high quality landscaped core providing an overall enhancement to the setting of five Listed Buildings (Head Master's, Vaughan Library, Chapel, New Schools, and Butler Building) as well as the enhancement of the Conservation Area, in accordance with NPPF and Development Plan policy.

1.6 The MOL extension relies on the same principle as set out in the initial committee report which assessed the application site as being within MOL. The change to the mechanism from an MOL swap to an 'MOL extension area' will be set out within the S106 where the covenants ensure:

- No land is taken out of MOL as a consequence of this planning proposal the existing designated area of MOL remains the same in area and subject to MOL policy.
- Any revisions to the MOL boundary may be considered through the statutory Local Plan process as set out in the Framework.
- There is a net gain in the area of land to which MOL policy is to be applied.

1.7 Officers consider this approach acceptable as it does not change the principle of the initial MOL swap out.

1.8 For the reasons considered above and weighing up the Development Plan policies and proposals and other material considerations, this application is recommended for grant. Whilst noting the harmful impact on the Conservation Area, the wider benefits to both Harrow School and the wider community are considered to override these concerns in this instance. It is recognised that the proposal raises legitimate local concerns about the MOL swap, impacts on the Conservation Area and its setting, impacts of the setting of the Listed buildings and Park, transport impacts, amenity, noise, flooding and landscape/nature conservation. Every effort has been made in the design and layout of the development to address these and, as explained in this report, it is recommended that a number of further mitigations be secured through a section 106 Planning Obligation and as conditions of planning permission. Subject to these and referral to the Mayor of London, it is recommended that planning permission be granted.

1.9 It is recommended that condition 2 (Approved Plans and documents) be revised as set out below to enable an updated plan and document list which reflect the proposed changes to be secured, should approval be granted.

**Revised Plans Nos:** P.05.01 ; P.05.02; P.10.02; P.10.11; P.10.14; P.10.17; P.10.25; P.11.01; P.12.01 B; P.12.02 B; P.12.10 B; P.12.11 B; P.12.12 B; P.12.13 B; P.12.14 B; P.12.20 B; P.12.21 B; P.12.22 B; P.12.23 B; P.12.24 B; P.12.25 B; P.12.26 B; P.12.27 B; P.12.30 A; P.12.31 A; P.12.32 A; P.12.33 A; P.13.01A; P.13.04 A; P.13.20 A; P.13.21 A; P.13.22 A; P.13.23 A; P.13.24 A; P.13.25 A; P.13.30 A; P.13.31 A; P.13.32 A; P.13.33 A; P.13.35 A; P.13.50A; P.13.51 A; P.13.52 A; P.13.53 A; P.13.54 A; P.14.01 B; P.14.10 B ; P.14.15 B; P.14.16 B; P.14.17B; P.14.18 A; P.14.25 B; P.14.26 B; P.14.31 A; P.14.32 A; P.14.33 A; P.14.34 B; P.14.35 B; P.14.40 B; P.14.41 B; P.14.42 B; P.14.43 B; P.14.44 B; P.14.45 B; P.14.46 A; P.14.47 B; P.14.48 A; P.14.49 B;

P.14.50 A; P.14.51 A; P.14.52 A; P.14.53 A; P.14.54 A; P.14.55 A; P.14.60 A; P.14.65 A; P.14.70 A; P.28.10 A; P.28.11 A; P.28.12 B; P.28.13 B; P.28.14 B; P.28.15 A; P.28.16 B; P.28.17 A; P.28.22 A; P.28.30 A; P.28.31 A; P.28.32 A; P.28.33 A; P.28.35 A; P.28.36 A; P.90.10; P.90.11; P.90.12; P.90.20; P.90.21; P.90.22; P.90.25; P.90.26; P.90.27; P.90.28; P.90.30; P.90.32; P.110.01 A; P.110.02 A; P.110.03 B; P.110.04 B; P.110.05 B; P.110.06 B; P.110.07 A; P.110.08 B; P.110.09 B; P.110.10 A; P.110.11 A; P.110.12 B; P.110.13 A; P.110.14 B; P.110.15; P.110.22; P.110.23 A; P.110.24 A; P.110.25 A; P.110.26 A; P.110.28 A; P.110.30; P.110.31; P.110.32 A; P.110.41; P.110.42; P.110.43; P.110.44; P.110.45; P.110.46; P.110.47; 90.20 A; 90.21 A; 90.30 A; 90.31 A; 90.40 A; 90.41 A; 90.50 A; 90.51 A; Planning Statement by Paterson Planning (April 2016), Design & Access Statement by Rivington Street Studio (April 2016), Landscape Report by Rivington Street Studio & Tyrens UK (March 2016), Visual Impact Assessment Rev A by Rivington Street Studio (September 2016), Arboricultural Report by Arbol Euroconsulting (4 March 2016), Transport and Servicing Assessment; Transport Assessment by David Tucker Associates (4 April 2016), Energy Statement by Buro Happold Engineering (22 March 2016), Sustainability Statement by Buro Happold Engineering (24 March 2016), Heritage Statement by Rivington Street Studio (April 2016), Archaeological Impact Assessment by Wessex Archaeology (March 2016), Archaeological Evaluation Report by Wessex Archaeology (July 2016), Flood Risk Assessment and Drainage Report (including surface water strategy) by JBA Consulting, (March 2016), Statement of Community Involvement; Included within Planning Statement, Paterson Planning (April 2016), Draft Construction Logistics Plan by Buro 4, (March 2016), BREEAM Pre-assessment Report by Ingleton Wood (March 2016), Sustainable Travel Statement by David Tucker Associates (25 October 2016), Planning Application – Update by Rivington Street Studio (September 2016), Harrow School Civil & Structural Engineering Documentation (March 2016), Geotechnical & Geoenvironmental Investigation Report (March 2016), Planning Application Updates by Rivington Street Studio (January 2017); Landscape Report Update by Rivington Street Studio (January 2017); Visual Impact Assessment - Revision B by Rivington Street Studio (January 2017).

**Amend condition 2 as follows:**

P.05.01 ; P.05.02; P.10.02; P.10.11; P.10.14; P.10.17; P.10.25; P.11.01; P.12.01 B; P.12.02 B; P.12.10 B; P.12.11 B; P.12.12 B; P.12.13 B; P.12.14 B; P.12.20 B; P.12.21 B; P.12.22 B; P.12.23 B; P.12.24 B; P.12.25 B; P.12.26 B; P.12.27 B; P.12.30 A; P.12.31 A; P.12.32 A; P.12.33 A; P.13.01A; P.13.04 A; P.13.20 A; P.13.21 A; P.13.22 A; P.13.23 A; P.13.24 A; P.13.25 A; P.13.30 A; P.13.31 A; P.13.32 A; P.13.33 A; P.13.35 A; P.13.50A; P.13.51 A; P.13.52 A; P.13.53 A; P.13.54 A; P.14.01 B; P.14.10 B ; P.14.15 B; P.14.16 B; P.14.17B; P.14.18 A; P.14.25 B; P.14.26 B; P.14.31 A; P.14.32 A; P.14.33 A; P.14.34 B; P.14.35 B; P.14.40 B; P.14.41 B; P.14.42 B; P.14.43 B; P.14.44 B; P.14.45 B; P.14.46 A; P.14.47 B; P.14.48 A; P.14.49 B; P.14.50 A; P.14.51 A; P.14.52 A; P.14.53 A; P.14.54 A; P.14.55 A; P.14.60 A; P.14.65 A; P.14.70 A; P.28.10 A; P.28.11 A; P.28.12 B; P.28.13 B; P.28.14 B; P.28.15 A; P.28.16 B; P.28.17 A; P.28.22 A; P.28.30 A; P.28.31 A; P.28.32 A; P.28.33 A; P.28.35 A; P.28.36 A; P.90.10; P.90.11; P.90.12; P.90.20; P.90.21; P.90.22; P.90.25; P.90.26; P.90.27; P.90.28; P.90.30; P.90.32; P.110.01 A; P.110.02 A; P.110.03 B; P.110.04 B; P.110.05 B; P.110.06 B; P.110.07 A; P.110.08 B; P.110.09 B; P.110.10 A; P.110.11 A; P.110.12 B; P.110.13 A; P.110.14 B; P.110.15; P.110.22; P.110.23 A; P.110.24 A; P.110.25 A; P.110.26 A; P.110.28 A; P.110.30; P.110.31; P.110.32 A; P.110.41; P.110.42; P.110.43; P.110.44; P.110.45; P.110.46; P.110.47; 90.20 A; 90.21 A; 90.30 A; 90.31 A; 90.40 A; 90.41 A; 90.50 A; 90.51 A; Planning Statement by Paterson Planning (April 2016),

Design & Access Statement by Rivington Street Studio (April 2016), Landscape Report by Rivington Street Studio & Tyrens UK (March 2016), Visual Impact Assessment Rev A by Rivington Street Studio (September 2016), Arboricultural Report by Arbol Euroconsulting (4 March 2016), Transport and Servicing Assessment; Transport Assessment by David Tucker Associates (4 April 2016), Energy Statement by Buro Happold Engineering (22 March 2016), Sustainability Statement by Buro Happold Engineering (24 March 2016), Heritage Statement by Rivington Street Studio (April 2016), Archaeological Impact Assessment by Wessex Archaeology (March 2016), Archaeological Evaluation Report by Wessex Archaeology (July 2016), Flood Risk Assessment and Drainage Report (including surface water strategy) by JBA Consulting, (March 2016), Statement of Community Involvement; Included within Planning Statement, Paterson Planning (April 2016), Draft Construction Logistics Plan by Buro 4, (March 2016), BREEAM Pre-assessment Report by Ingleton Wood (March 2016), Sustainable Travel Statement by David Tucker Associates (25 October 2016), Planning Application – Update by Rivington Street Studio (September 2016), Harrow School Civil & Structural Engineering Documentation (March 2016), Geotechnical & Geoenvironmental Investigation Report (March 2016), Planning Application Updates by Rivington Street Studio (January 2017); Landscape Report Update by Rivington Street Studio (January 2017); Visual Impact Assessment - Revision B by Rivington Street Studio (January 2017).

Reason: For the avoidance of doubt and in the interests of proper planning and to ensure that the development is carried out to the highest standards of design, architecture and materials in accordance with Policies 7.6 and 7.7 of the London Plan (2016) and Policy D 1 of the Harrow Development Management Policies Local Plan (2013).

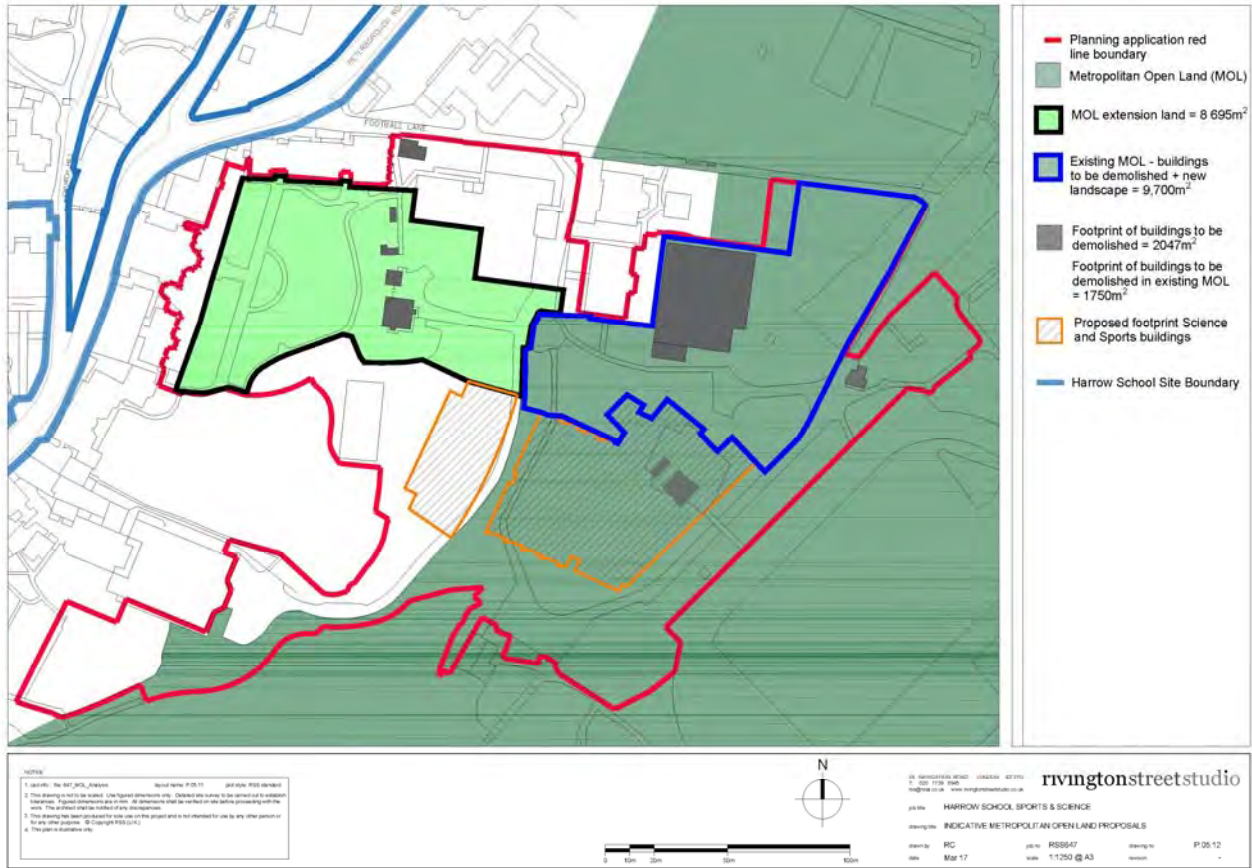
#### **Add to Conditions:**

Condition 30: Community Uses Agreement

Wording to be confirmed.



# APPENDIX 1



## **APPENDIX 2**

**Dated**

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

**and**

**2) THE KEEPERS AND GOVERNORS OF THE POSSESSIONS REVENUES AND GOODS OF  
THE FREE GRAMMAR SCHOOL OF JOHN LYON**

**Community Use Agreement  
relating to the land known as  
Harrow School Sports Centre**

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**THIS AGREEMENT** dated

**BETWEEN**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW** of PO Box 2, Civic Centre, Harrow, HA1 2UH (the “**Authority**”); and
- (2) **THE KEEPERS AND GOVERNORS OF THE POSSESSIONS REVENUES AND GOODS OF THE FREE GRAMMAR SCHOOL OF JOHN LYON** of 5 High Street, Harrow on the Hill, HA1 3HP (the “**School**”)

together referred to as “**Parties**” and each as “**Party**”.

**BACKGROUND**

- A. Harrow School is an independent full boarding school for circa 830 boys aged 13 to 18. Since its formation in 1572, the School has expanded, developed and adapted to meet the demands of its changing academic and accommodation requirements.
- B. Harrow School is proposing to build a high quality state of the art replacement for its existing, inadequate and ageing sports centre. Justification for the project is rooted in meeting the core educational requirements of the School with the new Facilities replacing all the existing ones, adding several new features needed to keep pace with curriculum demands as well as the leisure and games needs of the School.
- C. The new Facilities offer the opportunity to increase local community use by existing and new users including local schools, clubs, sports organisations and other members of the general public and local community.
- D. This Agreement sets out the terms and conditions upon which the School agrees to provide access to the Facilities and use of the Facilities to Permitted Users in order to facilitate community use of the Facilities.

**1 INTERPRETATION**

1.1 In this Agreement the following definitions are used:

<b>“Academic Year”</b>	means that period beginning on 1 <sup>st</sup> September in any year and ending on 31 <sup>st</sup> August in the following year;
<b>“Authority’s Nominated Representative”</b>	shall be as be as set out in Clause 10 of the Agreement;
<b>“Business Day”</b>	means a day (other than a Saturday or Sunday or a Public Holiday) on which banks are open for domestic business in the City of London;
<b>“Charges”</b>	means the charges levied upon the Permitted Users for the usage of the Facilities as determined in accordance with Clause 6 of this Agreement;
<b>“Commencement Date”</b>	means the 1 <sup>st</sup> September within the same calendar year following first occupation by the

	School of the Sports Building on the Property;
<b>"Disclosure and Barring Service"</b>	means the service established on 1 <sup>st</sup> December 2012 by the merger of the Criminal Records Bureau and the Independent Safeguarding Authority pursuant to the Protection of Freedoms Act 2012 or any replacement service established from time to time;
<b>"Data Processor" and "Personal Data"</b>	shall have the meaning given to them under the Data Protection Act 1998;
<b>"Facilities"</b>	means the Sports Building located on the Property and including the facilities set out in Schedule 2 or as may be varied or amended in accordance with this Agreement;
<b>"Force Majeure Event"</b>	means any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including: <ul style="list-style-type: none"> <li>(a) acts of God, including fire, flood, earthquake, windstorm or other natural disaster;</li> <li>(b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;</li> <li>(c) acts of terrorism;</li> <li>(d) adverse weather conditions;</li> <li>(e) strikes or labour disputes, interruptions of the supply of water, electricity, gas or other utilities, inability to give safe and convenient access to persons to or within the Property or any part of it or similar circumstances or events;</li> </ul>
<b>"Law"</b>	means any Act of Parliament or any European Community or other supra-national legislation or decree having (in either case) the force of law in the United Kingdom including any statutory modification or re-enactment for the time being in force and any order instrument plan regulation permission or direction made or issued under either or under any enactment deriving validity from either;
<b>"KPIs"</b>	means Key Performance Indicators and more particularly the manner in which the Facilities are made available by the School for the



	Permitted Uses by the Permitted Users as measured by reference to the criteria set out in Schedule 4;
<b>"Management Committee"</b>	means the management committee described in Clause 11;
<b>"Nominated Representative"</b>	see Clause 10
<b>"Permitted Uses"</b>	means use of the Facilities by the Permitted Users as detailed in Schedule 2 and Schedule 3;
<b>"Permitted Users"</b>	means any person or persons within one or more of the categories of Permitted User as detailed in Schedule 3 below of this Agreement;
<b>"Programme of Use"</b>	means the programme for use of the Facilities by the Permitted Users for Permitted Uses agreed by the Management Committee
<b>"Public Holiday"</b>	means Christmas Day, Good Friday or a day under the Banking and Financial Dealings Act 1971 which is a bank holiday;
<b>"Property"</b>	means the land and buildings which comprises the Harrow School Sports Building and shown edged red on the plan attached at Schedule 1;
<b>"School's Core Usage Times"</b>	means, throughout the calendar year:  All Weekdays: 0630-0830hrs; 1330-1830hrs; 2045-2200hrs  All Weekends: 1300-1900hrs
<b>"School's Nominated Representative(s)"</b>	shall be as set out in Clause 10 of the Agreement;

1.2 In this Agreement except where the context otherwise requires:

- 1.2.1 the masculine includes the feminine and vice-versa;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 a reference to any clause, sub-clause, paragraph, Schedule, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, recital or annex of and to this Agreement;
- 1.2.4 save where otherwise provided in this Agreement, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;

- 1.2.5 any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted;
- 1.2.6 headings are for convenience of reference only and shall not affect the interpretation or construction of the Agreement;
- 1.2.7 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.2.8 any obligation on a Party to do any act matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done;
- 1.2.9 subject to any express provisions of this Agreement to the contrary, the obligations of either Party are to be performed at that Party's own cost and expense; and
- 1.2.10 the Schedules to this Agreement form part of the Agreement.

## **2 COMMENCEMENT AND DURATION**

- 2.1 Subject to the rights and obligations of the Parties in this Agreement, this Agreement shall take effect on the Commencement Date and subject to Clauses 13 and 23 shall continue for the life of the Sports Building.

## **3 AIMS**

The Parties hereby agree to support the development and use of the Facilities in order to pursue the following aims:

- 3.1 To optimise the use of the Facilities outside the School's Core Usage Times by the Permitted Users for the Permitted Uses in accordance with this Agreement;
- 3.2 To provide affordable use of the Facilities to other local schools and to provide opportunities for other members of the local community and sports organisations and clubs to use the Facilities in accordance with Schedule 3.
- 3.3 To increase participation in sport and physical activity by disadvantaged groups and low participation groups within the London Borough of Harrow through use of the Facilities for Harrow Council's Sports Development Initiatives in accordance with Schedule 3.

## **4 INITIAL OPENING AND ONGOING ACCESS TO FACILITIES**

- 4.1 The School shall ensure that the Facilities are made available for community use in accordance with this agreement no later than two months after the date of first substantial use by the School of the Facilities.

- 4.2 The School shall make the Facilities partly or wholly available to community use outside the School's Core Usage Times for a **minimum of 1,300 hours per annum**, which may include the following: (i) hosting basketball and badminton training for the London Youth Games (1 x 2 hour session per week for 10 consecutive weeks each year for basketball and the same for badminton); and (ii) working with the Authority's Sports Development team to deliver initiatives in partnership with local sports clubs, sports organisations, Harrow CSPAN group, London Sport and Sport England (as defined in Schedule 3 below of this Agreement) use of the Facilities where use times can be agreed.
- 4.3 Subject in particular to Clauses 4.1 and 4.2, and in accordance with the provisions of Schedule 3, the School shall provide access to the Facilities to the Permitted Users for the Permitted Uses.
- 4.4 Use of the Facilities by Harrow School Enterprises, Harrow School Sports Club and other clubs, organisations and bodies or their respective successors which have agreements with the School for the usage of the sports facilities in the existing sports centre building which are in existence at the date of this Agreement shall not be controlled or limited by this Agreement. The usage of the Facilities by Harrow School Enterprises and such other clubs, organisations and bodies or their successors shall be taken into account and accommodated when the timetabling for Permitted Users is agreed by the Management Committee and such usage shall be in addition to and outside the School's Core Usage times.
- 4.5 Subject to Clause 4.3, in the event of conflict during the School's Core Usage Times between the use of the Facilities for the purposes of the School's activities and the use of the Facilities by the Permitted Users, the use for the purposes of the School's activities shall take precedence.

## 5 BOOKINGS

- 5.1 The School shall be responsible for registering bookings of the Facilities by the Permitted Users. The School shall ensure that easy to use booking facilities are made available at reasonable times with a view to optimising community use of the Facilities outside of the School's Core Usage Times in accordance with this Agreement. For the avoidance of doubt the Authority will not be responsible for any part of the booking process for the Facilities.
- 5.2 The terms and conditions which the Permitted Users must accept when booking the Facilities including (without limitation) terms and conditions relating to any insurances which Permitted Users must procure must be reasonable for a sporting facility similar to the Facilities and which is available for use by a local community or as may be advised by Sport England or a national or regional sports organisation or body.
- 5.3 Permitted Users will be required to adhere to the School's Code of Conduct and Behaviour for the time being in force which shall be in a form which is reasonable for a sporting facility similar to the Facilities. For the avoidance of doubt prohibitions on smoking and the consumption of alcohol on the School Estate shall be deemed to be reasonable.

- 5.4 The Parties shall keep under review the opening and closing times of the Facilities having regard to user demand, feedback and maintenance requirements.

## **6 CHARGES**

- 6.1 The Charges for use of the Facilities by Permitted Users shall be reviewed by the Parties annually and may be varied by agreement of the Parties (both Parties acting reasonably and in good faith).
- 6.2 On opening of the Facilities to Permitted Users the Charges for the first year of opening shall be in force until 31<sup>st</sup> August of the year next following. Such charges with any variation as may be agreed shall thereafter be in force for one complete year from 1<sup>st</sup> September.
- 6.3 The Charges shall be considered by the Management Committee who shall make a recommendation to the Authority in accordance with Clause 11 below.
- 6.4 The Authority acknowledges and accepts that the School will need to charge external users to cover the cost of running and maintaining the Facilities. The School recognises that well programmed usage of the Facilities has the added bonus of offering a sustainable business plan that may enable the School to offer affordable rates to some local schools and local organisations. The level of Charges will depend on the facilities needed and whether provision is for all or partial use of the facilities and therein multiple, dual, or exclusive use.

## **7 MAINTENANCE AND REPAIR OF THE FACILITIES**

- 7.1 The School shall at all times, during the duration of this Agreement and subject to its other terms, keep and maintain the Facilities in a good and substantial state of repair and condition suitable for the Permitted Uses.
- 7.2 The School shall bear responsibility for regular repair, maintenance, renewal, development and management of the Facilities.

## **8 LIABILITY OF THE SCHOOL**

- 8.1 The School shall be liable to the Council for any properly mitigated losses the Council suffers or expenses that the Council may reasonably incur and which may arise, directly or indirectly, in consequence of the non-performance by the School of its obligations under this Agreement or any of its officers, employees, agents or sub-contractors. The liability of the School under this Clause 8.1 shall be subject to the provisions of Clause 8.2.
- 8.2 The liability of the School under or in connection with this Agreement in relation to any Permitted user, person or party shall not exceed £10,000,000.00 (ten million pounds) in total or stated in the terms and conditions referred to in Clause 5.2.

**9 PAYMENT PROVISIONS**

9.1 Subject to Clause 6 the Authority shall not be liable to pay to the School for any fees or charges for providing access to the Facilities in accordance with the terms of this Agreement.

**10 NOMINATED REPRESENTATIVES**

10.1 The Parties shall nominate and at all times have at least one person responsible for maintaining dialogue and the relationship between the Parties:

10.2 The Authority's Nominated Representatives are:

1. The Divisional Director of Educational Services
2. The Head of Harrow School Improvement Partnership
3. The Senior School Improvement Advisor

or such other individual as notified in writing in advance to the School.

10.3 The School's Nominated Representatives are:

1. The Operations Bursar
2. The Business Director of Harrow School Enterprises Ltd (HSEL)
3. The Director of Shaftesbury Enterprise

or such other individual as notified in writing in advance to the Authority.

**11 THE MANAGEMENT COMMITTEE**

11.1 A Management Committee shall be sought to be established by the Parties at least 3 months prior to the Commencement Date.

11.2 The terms of reference of the Management Committee shall include the following:

- 11.2.1 Agreeing the Programme of Use for the forthcoming Academic Year and in doing so the Committee shall have regard to the terms of this Agreement, in particular Clause 4.4, Schedule 3 and the School's Core Usage Times;
- 11.2.2 Considering the Charges for use of the Facilities by Permitted Users and making a recommendation to the Authority as to such Charges including whether such charges should be varied;
- 11.2.3 Reporting on the monitoring of and compliance with the terms of this Agreement including a review of meeting the KPIs;
- 11.2.4 Considering other matters the subject of or relevant to the Property and its use, and to this Agreement.

- 11.3 After establishment of the Committee in accordance with Clause 11.1, the School shall before the end of May each year prepare and submit proposals and a report to the Committee concerning matters the subject of its terms of reference in Clause 11.2 and the Management Committee shall arrange to meet before the end of June each year.
- 11.4 Membership of the Committee shall include representatives from each of the following: the Authority (or their nominee), the School and Harrow School Enterprises Limited (the management body of the Property).
- 11.5 All decisions of the Management Committee shall require the agreement of each of the School's and the Authority's representatives / nominees in order to be valid decisions.
- 11.6 To assist the Management Committee in the discharge of its functions, the School will make available the following information (on a confidential basis where commercially sensitive):
- (a) records of bookings and hours of use by Permitted Users and other users;
  - (b) the number of Permitted Users using the Facilities;
  - (c) the number and nature of enquiries made direct to the School for the use of the Facilities;
  - (d) monitoring data related to performance against the KPIs during the previous Academic Year; the promotion and forward planning of development activities, at times suitable for the target groups;
  - (e) recommendations for any changes to Charges and charging rates, including supporting information where necessary; and
  - (f) details of any complaints or issues which have been reported to the School as a result of the use by Permitted Users in accordance with this Agreement and any observations the School may wish to make.
- 11.7 The School shall permit all records referred to in this Clause 11 to be examined from time to time by the Authority's auditor and their representatives and other representatives of the Authority on reasonable prior written notice and at reasonable times and for them to maintain confidentiality as may be appropriate including in relation to commercial matters.
- 11.8 The records referred to in this Clause 11 shall be retained for a period of six years after the obligations of the School under this Agreement have come to an end.

## **12 KPIs**

- 12.1 The School will use all reasonable endeavours to achieve the KPIs and will operate a system to enable assessment of the KPIs to be reported to the Management Committee.
- 12.2 If one or more of the KPIs are not met in any year the School shall promptly assess the reasons for the failure as soon as is reasonably practical and set this out in a report to the Management Committee together with proposals detailing the actions it intends to take in order to meet the KPI in the following year.

- 12.3 The KPIs will be reviewed annually by the Management Committee to ensure that they remain relevant and achievable having regard to the aims of this Agreement. The Management Committee may make recommendations to the School and to the Authority as to variations to the KPIs.

### **13 FORCE MAJEURE AND TERMINATION OF THIS AGREEMENT**

- 13.1 Provided that it complies with Clause 13.2, a Party shall not be in breach of this Agreement, nor shall it be liable for any failure or delay in performance of any obligations under this Agreement arising from a Force Majeure Event.
- 13.2 In the event of a Force Majeure Event a Party shall:
- 13.2.1 promptly notify the other Party in writing as soon as may be practicable of the nature and extent of the Force Majeure Event and the effect or any likely effect of the Force Majeure Event on the performance of its obligations under this Agreement;
  - 13.2.2 in so far as may be within its powers and capabilities use reasonable endeavours to mitigate the effect of the Force Majeure Event and shall carry out those of its obligations under this Agreement which are not affected by the Force Majeure Event in any manner that it is reasonably and legally able to do so and, subject to Clause 13.4, to resume the performance of those obligations under this Agreement affected by the Force Majeure Event as soon as reasonably practicable after the Force Majeure Event has ended.
- 13.3 If a Force Majeure Event causes the Facilities to be unavailable for any of the hours specified in Schedule 3 then the School shall not be required to make the Facilities available for any additional hours in lieu thereof.
- 13.4 If any Force Majeure Event prevents a Party from performing all of its obligations under this Agreement for a continuous period in excess of twelve months, either Party may terminate this agreement on 10 Business Days' written notice.
- 13.5 Termination under Clauses 13.4 shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring before such termination.

### **14 DATA PROTECTION**

- 14.1 The School shall (and shall procure that any of its staff involved in the provision of the Agreement) comply with any notification requirements under the Data Protection Act 1998 and both Parties will duly observe all their obligations under the Data Protection Act 1998, which arise in connection with the Agreement.
- 14.2 Notwithstanding the general obligation in Clause 14.1, where the School is processing Personal Data as a Data Processor for the Authority, the School shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or

destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and

- 14.2.1 provide the Authority with such information as the Authority may reasonably require to satisfy itself that the School is complying with its obligations under the Data Protection Act 1998;
  - 14.2.2 promptly notify the Authority of any breach of the security measures required to be put in place pursuant to Clause 14.2; and
  - 14.2.3 ensure it does not knowingly or negligently do or omit to do anything which places the Authority in breach of the Authority's obligations under the Data Protection Act 1998.
- 14.3 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

## **15 EQUALITIES**

- 15.1 In the performance of this Agreement the School shall comply with the provisions of the Equality Act 2010 and all other relevant anti-discriminatory legislation and shall not unlawfully discriminate against any person directly or indirectly or by way of victimisation or harassment or subject any such person to a detriment within the meaning and scope of any law, enactment, order or regulation relating to discrimination.

## **16 HEALTH AND SAFETY**

- 16.1 In the performance of this Agreement:
- 16.1.1 The School shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff and other persons working on the Facilities in accordance with the terms and conditions of the Agreement.
  - 16.1.2 The School shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Authority on request.

## **17 INSURANCE**

- 17.1 With respect to the operation of the Facilities, the School shall effect and maintain in force during the currency of this Agreement (or shall procure that it is maintained) public liability insurance and such insurance as may be required to be maintained by law by the School or any party which it appoints to operate the Facilities.
- 17.2 The maintenance of any insurance policy by the School or by any other party referred to in Clause 17.1 shall not relieve the School of any liability it may have under this Agreement.



## **18 EMPLOYEE AND SUB-CONTRACTOR REQUIREMENTS**

- 18.1 The School (to the extent permitted by Law) shall procure that:
- 18.1.1 in respect of all potential staff or persons employed by or on behalf of the School in connection with the Facilities who may reasonably be expected in the course of their employment or engagement to have access to children are questioned concerning any convictions they may have; and
  - 18.1.2 only in the case of potential staff employed by or on behalf of the School who may reasonably be expected in the course of their employment to have access to children, the results are obtained or a check of the most extensive kind available is made with the Disclosure and Barring Service.
- 18.2 The School shall ensure that the Authority is notified of any person who, subsequent to their commencement of employment as a member of staff, receives a conviction or whose previous convictions become known to the School which requires such person to be prevented from working with children and in so far as the School may be permitted by law to inform a third party of such matters.

## **19 RELATIONSHIP OF PARTIES**

- 19.1 Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, shall constitute, or be deemed to constitute, a partnership or other similar relationship between the Parties, or shall constitute any Party as an agent, employee or representative of the other.

## **20 DISPUTE RESOLUTION**

- 20.1 If there is any dispute between the Parties arising out of or in relation to this Agreement ("Dispute") the Nominated Representatives shall work together in good faith to resolve the Dispute to the mutual satisfaction of the Parties.
- 20.2 If the Nominated Representatives cannot resolve the Dispute the Dispute shall be referred to the Chief Executive of the Authority and the Head Master of the School who shall work together in good faith to resolve the Dispute to the mutual satisfaction of the Parties.
- 20.3 If any dispute fails to be resolved by operation of Clauses 20.1 and 20.2 then either Party may notify the other that it wishes to attempt to settle the dispute by mediation, in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure 2017 edition (the 'Model Procedure') or such later edition as may be in force from time to time.
- 20.4 If the Parties do not agree on the identity of the Mediator then either Party may request CEDR to appoint one.
- 20.5 The procedure in the Model Procedure will be amended to take account of:

- 20.5.1 any relevant provisions in this Agreement; or
- 20.5.2 any other agreement which the Parties may enter into in relation to the conduct of the mediation
- 20.6 Both Parties must:
  - 20.6.1 use all reasonable endeavours to ensure that the mediation starts within twenty [20] Working Days of service of the notice referred to in Clause 20.3 (above); and
  - 20.6.2 pay the Mediator's fee in equal shares.
- 20.7 Any agreement the Parties reach as a result of mediation shall be binding on both of them, as set out in the Model Procedure, but if the dispute has not been settled by mediation within ten 10 Working Days of the mediation starting then either Party may commence litigation proceedings (but not before then) and subject to Clause 20.8.
- 20.8 Neither Party shall be precluded by Clause 20.7 (above), from taking such steps in relation to court proceedings as either may deem necessary or desirable to protect their respective position on giving no less than 14 Business Days' notice to the other Party together with full details of the matter or matters in dispute and remedy sought.

## **21 ASSIGNMENT AND SUB-CONTRACTING**

- 21.1 Without the prior written consent of the Authority, the School shall not be entitled to assign or charge the benefit of this Agreement or any rights thereunder except to any entity within its control.
- 21.2 The School may sub-let or sub-contract all or any part of its obligations under this Agreement to any entity within its control including sub-contracting the operation of the Facilities to Harrow School Enterprises Limited. Any such sub-letting or sub-contracting shall not relieve the School of any liability it may have under this Agreement.
- 21.3 The Authority shall not be entitled to assign or charge the benefit of this Agreement or any rights thereunder.

## **22 NOTICES**

- 22.1 Any Notice required to be given under this Agreement may be delivered personally or sent by prepaid post or courier to the other Party at the address given at the beginning of this Agreement, or by email from the School to the Head of Planning of the Council or from the Authority to the School Bursar as may in any case be relevant, or such other addresses as may be notified in accordance with this Clause 22 from time to time. Any Notice so sent shall be deemed to have been duly given:
  - 22.1.1 if sent by personal delivery or courier, on delivery at the address of the relevant Party;

- 22.1.2 if sent by first class post, 48 hours after the date of delivery;
- 22.1.3 if sent by email, at the time such email was sent and received by the Authority's server.

## 23 REVIEW AND VARIATION

- 23.1 No variation of or amendment to this Agreement shall bind either Party unless made in writing and signed by both Parties.
- 23.2 The Parties shall regularly review the use of the Facilities in accordance with this Agreement and in particular the terms and conditions of this Agreement including KPIs and shall give due regard to any recommendations made by the Management Committee as to appropriate variations or amendments.
- 23.3 **Other than in relation to the agreement of Charges in accordance with Clause 6, any proposed variation or amendment to a Schedule to this Agreement by a Party shall be submitted to the other Party after consultation with the Management Committee.**
- 23.4 The School shall not be under an obligation to provide a Facility or Permitted Use to Permitted Users in the event of it being agreed by the Authority to be unviable or obsolete or if unused by Permitted Users for a period of no less than one year or in the event of any or all of the Facilities or Permitted Uses being unused by the School for a period of no less than one year. In any such case the Facility or all of the Facilities as the case may be shall be treated as being unviable or obsolete. The School may thereafter serve a Notice on the Authority to this effect and the School shall not be under an obligation to provide such Facility or Permitted Use to Permitted Users for in excess of one year from the date of the service of such Notice.

## 24 FUTURE OPPORTUNITIES

- 24.1 Following successful implementation of this Agreement, the Parties may consider opportunities to expand the scope of this Agreement or prepare further Agreements to include other School facilities that could be made available to wider community use. This could include the Ryan Theatre (subject to the necessary planning permission), the School farm, and a variety of sports facilities such as: the athletics track; tennis courts; an astroturf hockey pitch; playing fields; and minor sports facilities. Any such community usage shall be the subject of a further agreement which shall be either a variation or amendment of this Agreement or by way of a separate Agreement.

## 25 WAIVERS

- 25.1 Failure of any Party to enforce or exercise, at any time or for any period, any term of this Agreement does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right to enforce such term, or any other term contained in this Agreement, at a later date.

**26 SEVERABILITY**

26.1 The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights or the Agreement as a whole.

**27 ENTIRE AGREEMENT**

27.1 This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement, except as expressly stated in this Agreement. Neither Party shall have any remedy in respect of any untrue statement made to it on which it has relied in entering into this Agreement unless such untrue statement was made fraudulently, and that Party's only remedies shall be for breach of contract as provided in this Agreement.

**28 RIGHTS OF THIRD PARTIES**

28.1 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

**29 GOVERNING LAW AND JURISDICTION**

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

**30 COUNTERPARTS**

30.1 This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

**Signed on behalf OF THE LONDON  
BOROUGH OF HARROW by**

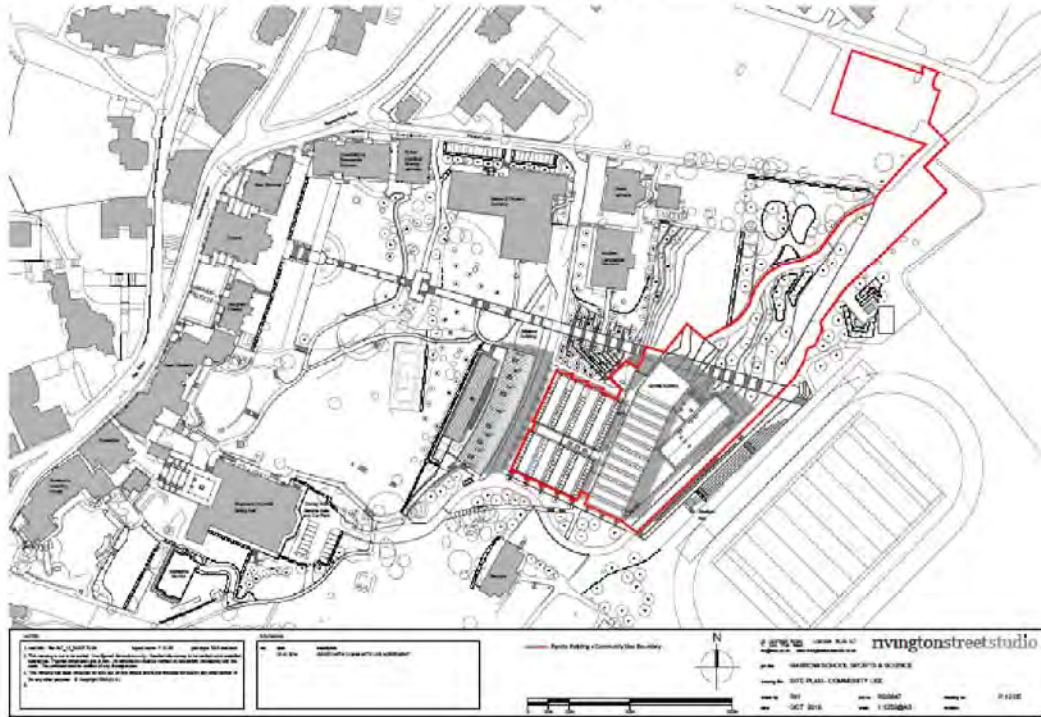
.....

**Signed by THE KEEPERS AND GOVERNORS OF  
THE POSSESSIONS REVENUES AND GOODS OF  
THE FREE GRAMMAR SCHOOL OF JOHN LYON by**

.....  
Governor

.....  
Governor

**SCHEDULE 1 – A PLAN OF THE SPORTS BUILDING WITHIN THE SCHOOL ESTATE**



## SCHEDULE 2 – THE FACILITIES

The proposed accommodation within the new Harrow School Sports Building to be constructed pursuant to planning permission ... dated ... and which consists of:

- A. 25m x 6 lane swimming pool
- B. 17m x 13m Training pool
- C. Contrast pools
- D. Wet and dry changing
- E. Sports hall # 1 (includes spectator seating)
- F. Sports hall # 2
- G. Climbing wall
- H. Fitness and performance suites
- I. Judo studio
- J. Triage and Physiotherapy
- K. Field changing
- L. Officials and disabled changing
- M. Multi-purpose teaching space

The above list of proposed Facilities is subject to variation and amendment in accordance with Clause 23.

### SCHEDULE 3 – PERMITTED USERS

Permitted User	Facility	Indicative Timings	Occurrence	Proposed Hours per Academic Year
Partner Primary Schools <sup>1</sup>	Swimming Pool and/or Sports Hall	1.5 hours per day Mon –Fri and occasional swimming galas	Partner Schools' term times	300
Partner Schools <sup>2</sup>	Swimming Pool and/or Sports Hall	1.5 hours per day Mon –Fri	Partner Schools' term times	300
Partner Schools <sup>2</sup>	Athletics Track & Sports Centre	Sports Days	Summer	80
National and Regional Organisations	Rugby, Cross Country Weightlifting and Basketball	Competitions	Occasional	60
Local Community	Sports Centre and Fields	World Sports Day	Occasional	10
Metropolitan Police Junior Citizenship Scheme	Sports Centre	8 mornings	Occasional	32
London Youth Games Training	Sports Hall & Athletics Track	2 x 2 hours per week over 10 weeks	Summer	40
Harrow Council Sports Development Initiatives <sup>3</sup>	Sports Centre	Training and competition	Season	110
Partner Organisations <sup>4</sup>	Sports Centre	Up to 4 hours per week, evenings and weekends	Calendar Year	200
Local Community Parents and Babies	Small Pool	2 hours each week	Year	90
National Organisations <sup>5</sup>	Hall, Classrooms, Performance Suite & Pool & Astroturf	Training Days	Occasional	100

Note: 1) Where the term 'Sports Centre' is used, for the avoidance of doubt and in accordance with Clause 6.1 of the Agreement, it does not imply that the Permitted User will have access to the whole extent of the Facilities described in Schedule 2; appropriate partial use of the Facilities by Permitted User will be determined by the Management Committee for each forthcoming year.

Note: 2) The above table is subject to variation and amendment in accordance with Clause 23.

- <sup>1</sup> Current Partner Primary Schools include: Grange Primary; Roxeth Primary; St Anselm's RC Primary; St. George's Primary; Vaughan Primary; and Welldon Park Primary.
- <sup>2</sup> Current Partner Maintained Secondary Schools include: Harrow High School; St. Dominic's 6<sup>th</sup> Form College; Salvatorian College; Ruislip High School; Twyford Academy; and Whitmore High School.
- <sup>3</sup> Harrow Council's sports development initiatives will include community / local sports club projects, Harrow CSPAN programmes and partnership projects with London Sport or Sport England, in particular those targeting disadvantaged groups or groups with low participation in sports and physical activity.
- <sup>4</sup> Partner Organisations currently include: Harrow Schools Improvement Partnership; Young Harrow Foundation; British Wheelchair Basketball; Red Balloon; JoLT; and the Metropolitan Police (Junior Citizenship Scheme).
- <sup>5</sup> National Organisations include the Rugby Football Union and Football Association.



**SCHEDULE 4 - KEY PERFORMANCE INDICATORS**

<b>KPI</b>	<b>Annual target</b>
Opening Hours	No facility activity area to be unavailable for public access during the Permitted Times on more than 3 occasions in each term (excluding unavailability for health and safety reasons or essential maintenance beyond the School's control or for agreed programmed closures)
Level of satisfaction with non School usage of facilities to be measured through annual survey conducted by the School	Minimum 90% of users satisfied or very satisfied with: a) availability b) booking system c) maintenance d) cleanliness
Increasing participation by targeting groups, including disadvantaged groups and those with low levels of participation in sport and physical activity, as identified by the Management Committee	Annual provision of information
Achievement of hours per academic year by permitted users	As indicated in Schedule 3 table and monitored by Management Committee.
Use of facilities by partner schools and organisations	Percentage of new primary school children using facilities / Percentage of new secondary school children using facilities.  Baseline to be set in first year of operation and target to be agreed by Management Committee.

NB The above table is subject to variation and amendment in accordance with Clause 23.

## **APPENDIX 3**

### **Wider Community Use of Harrow School Facilities**

The School runs over 150 projects and partnerships with local schools and community groups. Detailed examples of 29 'case studies' can be found in the School's profile on the Independent Schools Council's website 'Schools Together' [www.schoolstogether.org/schools/school/81126/harrow-school/](http://www.schoolstogether.org/schools/school/81126/harrow-school/).

The local primary schools which benefit include Roxeth, Vaughan, Welldon Park, St George's and St Anselm's, primarily through piloted projects in Latin, science, gardening, reading and history. A community sports coaching programme involves Harrovians planning and delivering weekly Physical Education lessons in the spring and summer terms.

At secondary level, the School collaborates with Whitmore High, Ruislip High, Twyford Academy, William Perkin, Harrow High and St Dominic's Sixth Form College. Initiatives include outdoor learning activities for Harrow High School pupils with learning difficulties and the teaching of Latin, Chemistry, Government and Politics, Mathematics and PE. One of the School's Mathematics teachers runs AS-Level and GCSE revision classes.

Lumina, a weeklong course hosted by Harrow School for Year 12 state-school students who are considering Oxbridge for university, completed its third year in 2016. 13 attendees from the 2015 cohort gained places at Oxbridge and the 2016 course was over-subscribed.

The School also has strong links with several local organisations, including:

- Harrow Police, who run the Junior Citizenship Scheme at its Sports Centre;
- Spear, a six-week employability course for 16-24 year olds, which has a centre in the borough.

The School's Community Service programme has approximately 30 boys assisting and organising trips for people at local daycare centres and sheltered accommodation for people who are elderly or disabled, including Ewart House, Mayfield Care Home, Manor Lodge Care Home, Thomas Hewlett House and Centrepoint in Greenford.

Most of the School's performing arts events are open to the public, including a weekly lunchtime concert series in St Mary's Church and annual occasions such as Town Carols, the Concerto Evening and the Choral Society concert. It has also offered art classes for senior citizens.

Local clubs and groups, which include young people amongst their membership, hire the School's two astroturf pitches on weekday evenings, its indoor cricket nets throughout the winter, and its extensive outdoor pitches in July and August. The Sports Centre also hosts:

- Training days for organisations such as the Future Leaders Trust and for local schools;
- An annual World Sports Day for over 500 local Year 9 pupils;
- Olympic Wrestling sessions for 20 boys and girls from the local area and White City.

Many members of the School's staff are charity trustees and governors of primary and secondary schools, both locally and further afield.

The Harrow Club, a youth club that serves the young people of Notting Dale in West London, which was founded in 1882 by a former Harrow School Head Master and is part of the Foundation's wider

Family, benefits from the active involvement of Corporation Governors and Old Harrovians as trustees and the School's Chaplain as Chairman for many years until 2016.

Each year in November, most members of the School community and some parents and Old Harrovians run at least 10km to raise money for charity. The activity usually raises around £100,000; the beneficiaries of the 2015 run were Firm Foundation, a local charity that boys from the School have been working with which provides support to the homeless in the Borough of Harrow, the Harrow Club and the School's Shaftesbury Enterprise programme.

Several boys volunteer in charity shops and the School takes collections after productions in the Ryan Theatre for charities such as St Luke's Hospice, Northwick Park Patients Association, St Mark's Foundation and MENCAP.

The School also provides the facilities for 4 sports clubs which offer membership to the public:

- Harrow School Sports Club offers access to the School's swimming pool, fitness suite and sports hall;
- Harrow School Golf Club offers access to the School's nine-hole golf course;
- Harrow Lawn Tennis Club offers access to the School's all-weather tennis courts; and
- Harrow School Angling Club offers access to the School's fishing lake.

# APPENDIX 4

## Site Location Options: Sports & Science

The brief is to provide a new Sports Centre to replace the existing, whilst also updating and extending these facilities to support the needs of the School and Harrow School Enterprises.

A new Biology and Chemistry Schools building is also required, to provide state of the art accommodation for these departments, who currently occupy tired and unsuitable accommodation within listed buildings.

Other projects on this side of the hill listed within the adopted Supplementary Planning Document (SPD) also include:

- the creation of a 'landscaped axial core' at the centre of the School which will enhance the overall landscape.
- re-routing of the existing access road to the Dining Halls to create safer pedestrian movement around the School site.

These also need to be considered when assessing the site location options.

### Potential Sites:

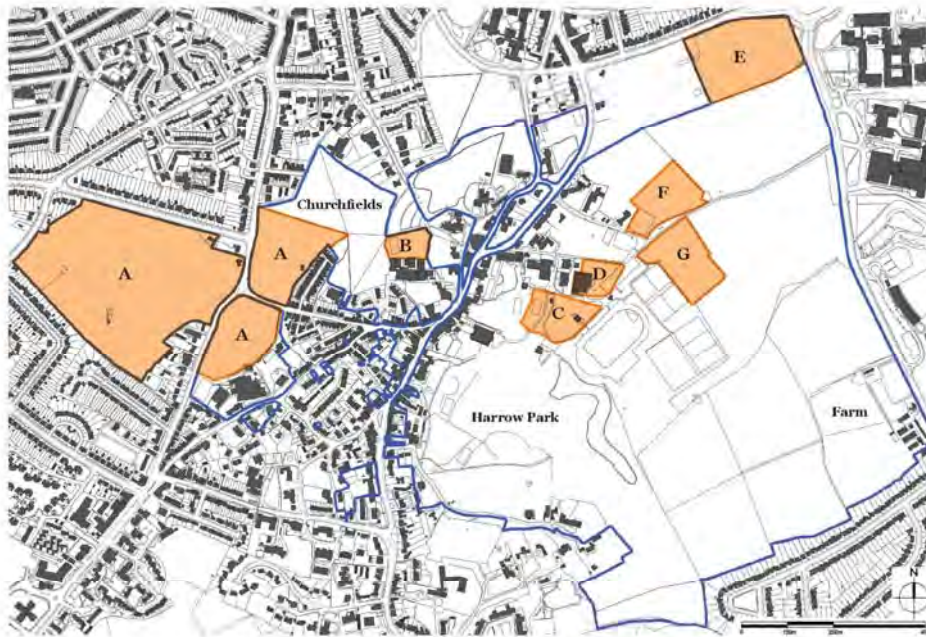
- A** Base of the hill facing the athletics track as previous preferred masterplan option.
  - B** Split site with sports on site A and Science on the site of and adjacent to the existing sports building.
  - C** On the site of the existing football pitch adjacent to the tennis courts at the end of Garlands Lane.
  - D** On the sloped field adjacent to the parade ground.
  - E** On the site of the existing pitch and putt course
  - F** On the site of the existing sports pitch(es) to the south of the athletics track.
- Site F discounted due to remoteness and difficulties in providing access and infrastructure to it.*

The following site option appraisals use test layouts to enable approximate footprint models to be created.



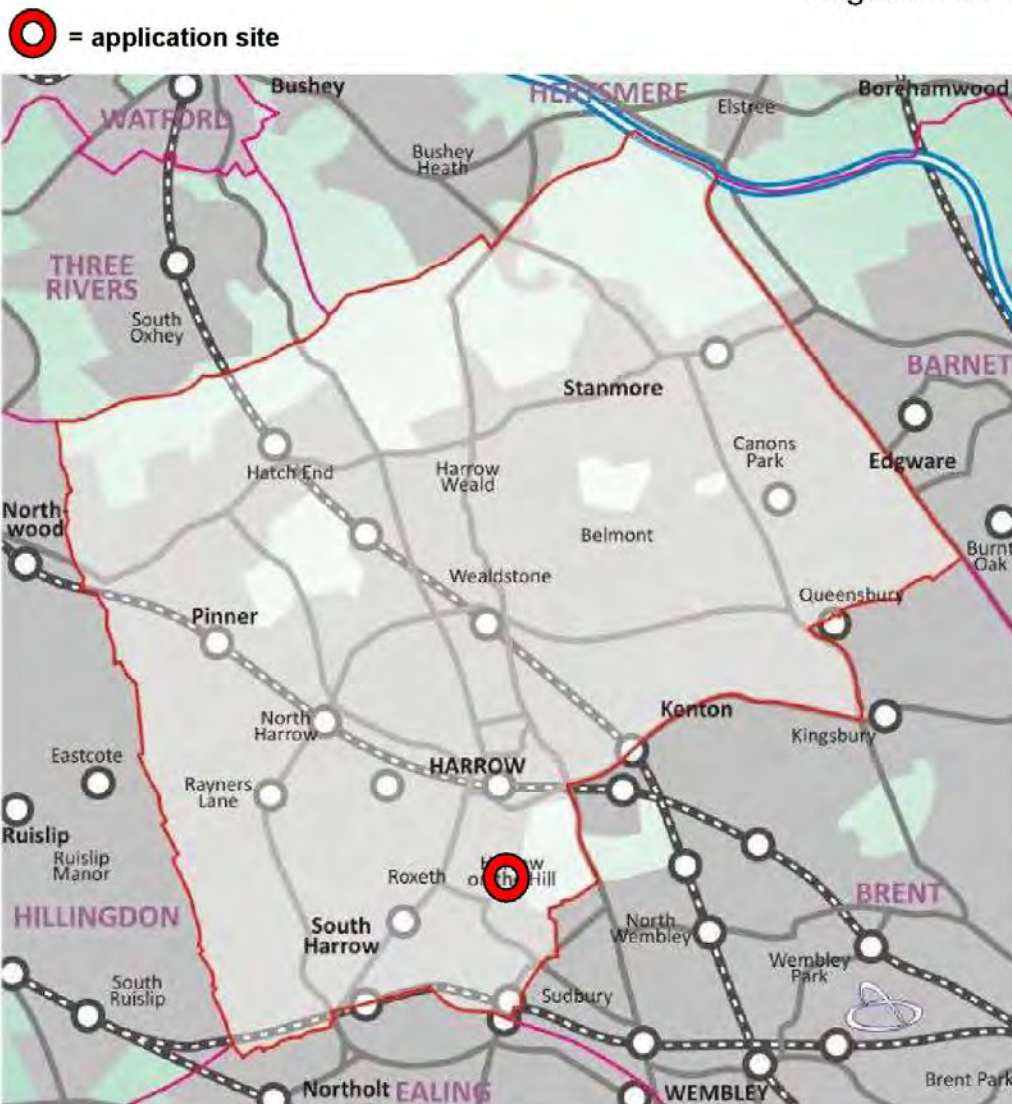


**Alternative Site Options**



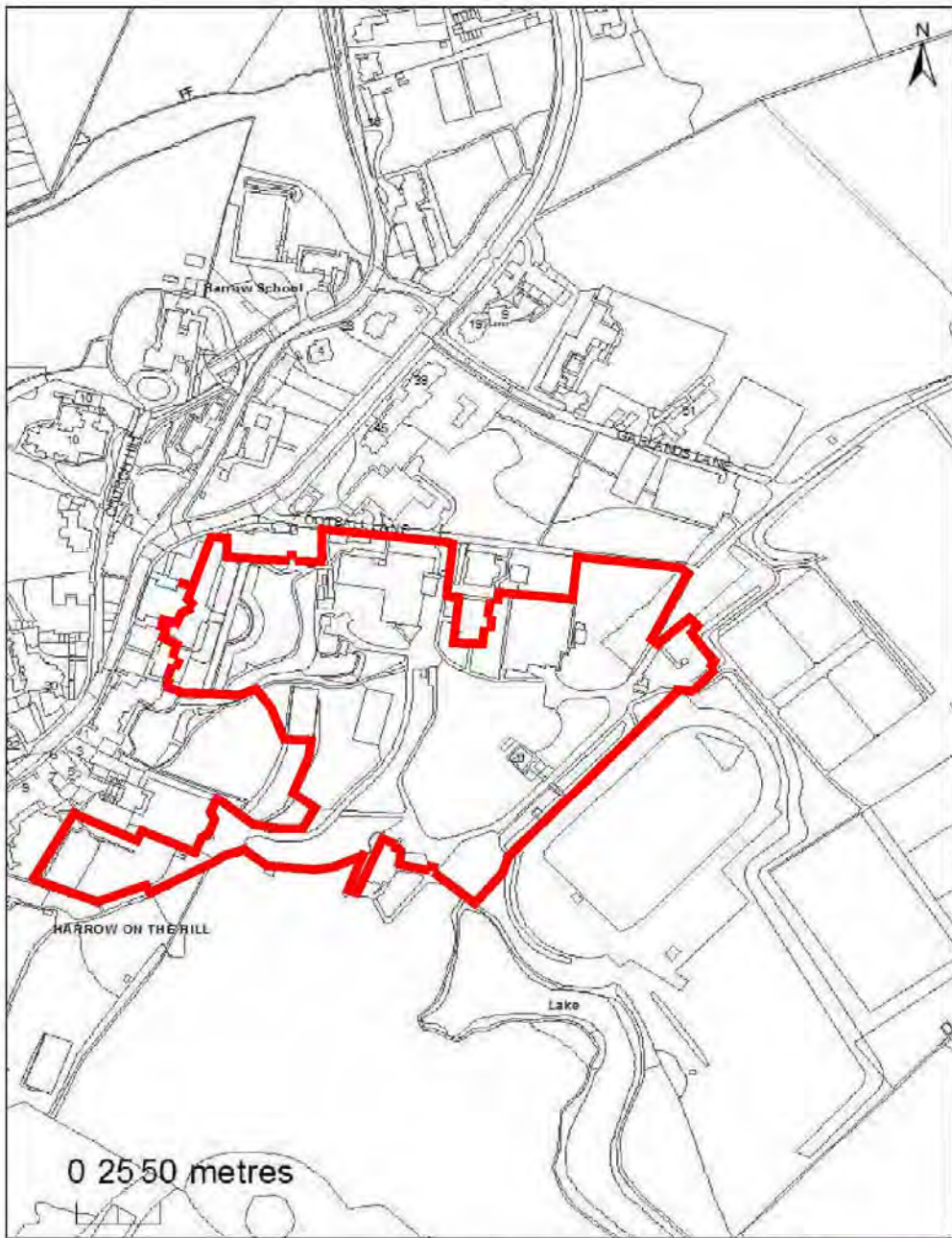
The following site analysis expands on that within the original Design & Access Statement.

- Site options investigated include:
- A: Flat sports (cricket) pitches to the west of the hill
- B: Land to the north of the Ryan Theatre
- C: Base of the eastern hill facing the athletics track
- D: Site of the existing Sports Centre
- E: On the site of the existing pitch and putt course along Kenyon Road
- F: On the sloped field adjacent to the parade ground
- G: Flat sports (rugby and football) pitches to the east of the hill



<p><b>Harrow School Sports and Science Buildings, Off Football Lane, Harrow</b></p>	<p><b>P/1940/16</b></p>
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**Harrow School Sports and Science Buildings, Off Football Lane, Harrow** **P/1940/16**

## LONDON BOROUGH OF HARROW

### PLANNING COMMITTEE

16<sup>th</sup> November 2016

**Application Number:** P/1940/16  
**Validate Date:** 29 April 2016  
**Location:** Harrow School Sports Hall And Swimming Pool, Football Lane, Harrow  
**Ward:** Harrow On The Hill  
**Postcode:** HA1 3EA  
**Applicant:** Harrow School (Mr Nick Shryane)  
**Agent:** Rivington Street Studio (Mr Richard Holland)  
**Case Officer:** Mongezi Ndlela  
**Expiry Date:** 21 JULY 2016 (Extended To 18<sup>th</sup> 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 proposal.

Demolition Of Existing Buildings: Existing Sports Building, Peel House, Museum Cottage, Gardeners Compound, Boyer Webb Pavilion, Pavilion Next To The Athletics Track; Construction Of New Sports Building Over 3 Levels (7307 Sqm); New Science Building Over 3 Levels (3675 Sqm); New Landscaping Core From Existing Chapel Terrace To The Athletics Track At The Base Of Hill; New Visitors Car Parking On Football Lane Adjacent To Maths And Physics School Buildings; Re-Routing And Re-Grading Of Private Access Road; Alterations To Landscaping And Servicing For Dining Hall; Relocation Of Multi Use Games Area For Moretons Boarding House To South West Of Dining Hall

#### RECOMMENDATION A

**GRANT** planning permission subject to:

- (i) referral to the Greater London Authority (GLA);
- (ii) conditions; and
- (iii) the completion of a section 106 Planning Obligation.

by 18<sup>th</sup> January 2017 or such extended period as may be authorised by the Divisional Director in consultation with the Chairman of the Planning Committee. Authority to be given to the Divisional Director of Regeneration and Planning, in consultation with the Director of Legal and Governance Services, for the sealing of the section 106 Planning Obligation and to agree any minor amendments to the conditions, informatives, drawing numbers and the Planning Obligation terms. The proposed section 106 Planning Obligation Heads of Terms cover the following matters:

- a) Community Use Agreement to be implemented;
- b) Implementation of the Sustainable Travel Plan;
- c) Undertaking that the applicant will work with Harrow Council on Employment and Training Initiatives including apprenticeships associated with the proposed construction;



- d) Local goods and services; and
- e) Monitoring fee - £5,000.00

## **RECOMMENDATION B**

That if, by 18<sup>th</sup> January 2017, or such extended period as may be authorised, the section 106 Planning Obligation is not completed, then delegate the decision to the Divisional Director of Planning to REFUSE planning permission for the appropriate reason.

1. 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.

## **BACKGROUND & EXECUTIVE SUMMARY**

Harrow School is a world class institution located at Harrow on the Hill. Harrow on the Hill is also a historically important part of Harrow and London. The Hill itself is designated as an area of special character and is covered by eight Conservation Areas, while the School's estate lies within six of these. The School's estate also comprises a significant number of listed buildings and structures, a registered park, a Borough Grade I site of nature conservation importance and an archaeological priority area. A large proportion of the estate is also designated Metropolitan Open Land, which is afforded the same protections as Green Belt land.

The Council recognises the strategic importance of Harrow School and its estate. The Council will also support proposals for the redevelopment of the estate that form part of an agreed masterplan which seek to secure community access to land and facilities. The proposals that form this application are the culmination of extensive background work including the development of a Harrow School Supplementary Planning Document (SPD) which was adopted by the Council in July 2015. The primary aim of developing the SPD was to engage with the Local Planning Authority and the wider community, the School's proposed plans to improve alter and extend its buildings and school facilities over the next 15 - 20 years. The proposals for the proposed sports and science building form the cornerstone of the school's improvement strategy. The aim is to enhance the school's international reputation as an outstanding centre of education and, in that context, to manage and retain its unique historic, conservation and landscape setting.

The proposals involve intense pre-application discussions which commenced in August 2015 and included several statutory stakeholders including the Greater London Authority and Historic England. The applicant has conducted a reasonable search for alternative suitable sites within the School grounds that would meet its needs but none more suitable than the proposed site.

The proposal represents a departure from the development plan, being a development on Metropolitan Open Land (MOL) and for a use contrary to the site's allocated purpose. However, it is concluded that the much needed educational facilities alongside the proposed community benefits associated with the proposal, are

compelling other material considerations that point to a decision other than in accordance with the Local Plan in this instance.

It is recognised that the proposal raises legitimate local concerns about the MOL swap, conservation and heritage impacts, impact on local views, visual amenity, noise, flooding and landscape/nature conservation. Every effort has been made in the design and layout of the development to address these and, as explained in this report, it is recommended that a number of further mitigations be secured through a section 106 Planning Obligation and through conditions of planning permission. Subject to these and referral to the Mayor of London, it is recommended that planning permission be granted

#### **INFORMATION**

This application is reported to Planning Committee as it is a Major Development and therefore falls outside Schedule 1 of the Scheme of Delegation. Furthermore, it is the opinion of the Divisional Director of Regeneration and Planning that the application presents matters which may be of political and/or public interest. In addition, the application proposals constitute a material departure from the policies in the Development Plan and may conflict with national guidance.

Statutory Return Type:	All other large scale major developments
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 2012
- London Plan 2016
- 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 – View

## OFFICER REPORT

### PART 1 : PLANNING APPLICATION FACT SHEET

The Site	
Address	Harrow School Sports Hall and Swimming Pool, Football Lane, Harrow HA1 3EA
Applicant	Harrow School (Mr Nick Shryane)
Ward	Harrow on the hill
Local Plan allocation	No
Conservation Area	Within the Harrow School Conservation Area and within the Setting of the Harrow on the Hill Village Conservation Area and Harrow Park Conservation Area
Listed Building	No
Setting of Listed Building	Within the Setting of a number of Listed Buildings
Building of Local Interest	Within the Setting of a number of locally Listed Buildings
Tree Preservation Order	No (However trees are protected by virtue of being located within a Conservations Area)
Other	Within Metropolitan Open Land, Archaeological Priority Area, Within the setting Harrow Park (Listed Park and Garden)

Non-residential Uses		
Existing Use(s)	Existing Use / Operator	School Sports Hall/Harrow School
	Existing Use Class(es) sqm	D1/3,330sqm
Proposed Use(s)	Proposed Use / Operator	D1/Harrow School
	Proposed Use Class(es) sqm	D1 and D2/10,982sqm
Employment	Existing number of jobs	59
	Proposed number of jobs	72

Transportation		
Car parking	No. Existing Car Parking spaces	Approx. 170 visitors Approx. 90 operational
	No. Proposed Car Parking spaces	Additional 16 including 4 disabled on Football Lane; 2 disabled adjacent maths & physics building; additional 1 dining halls
	Proposed Parking Ratio	N/A
Cycle Parking	No. Existing Cycle Parking spaces	Unknown
	No. Proposed Cycle Parking spaces	10
	Cycle Parking Ratio	N/A

Public Transport	PTAL Rating	Between 1a and 5
	Closest Rail Station / Distance (m)	Harrow on the Hill/800m+
	Bus Routes	258, H17, 395, H9 and H10
Parking Controls	Controlled Parking Zone?	No
	CPZ Hours	N/A
	Previous CPZ Consultation (if not in a CPZ)	No records of these
	Other on-street controls	Various in High Street but does not affect application
Parking Stress	Area/streets of parking stress survey	N/A
	Dates/times of parking stress survey	
	Summary of results of survey	
Refuse/Recycling Collection	Summary of proposed refuse/recycling strategy	As existing

Education		
No. of Pupils	Existing	Circa 825
	Proposed	No change
No. of Forms of Entry	Existing	Not applicable to Harrow School – number of classes and boarding houses will remain unchanged
	Proposed	
No. of Staff	Existing	318 full time and 366 part-time/casual staff
	Proposed	Projections estimate up to an additional 9 x FTE members of staff to serve the Sports and Science Buildings (which has been taken to include casual staff).
No. of Classrooms	Existing	98 total throughout the School. Note that the size of some classrooms do not meet the required space standards (such as current Biology & Chemistry classrooms)
	Proposed	Additional: 5 no. total 3no. in Sports Building (currently has none.) The Science Building will

		offer 2no. additional classrooms – all new classrooms will meet the space standards required to teach Biology & Chemistry. (This does not take into consideration any potential refurbishment work in the current Biology & Chemistry Building which will be subject to a separate application.)
Outdoor space (m <sup>2</sup> )	Existing	This is difficult to quantify at Harrow School as outdoor space could be defined to include the private gardens of boarding houses/golf course/farm etc. 'Outdoor Play space' – primarily the playing fields and the gardens and tennis/5-a-side courts of the boarding houses - will remain unchanged by the proposals.
	Proposed	No additional provision

## **PART 2 : ASSESSMENT**

### **1.0 SITE DESCRIPTION**

- 1.1 The site covers an expansive area measuring approximately 4.7ha. The application site encompasses the area south of Football Lane, east of the High Street, north of Harrow Park and to the west of the existing athletics track. The site includes a series of different sized buildings, a multi-use games areas, undulating planes and several roads and pathways. The site is also heavily landscaped and includes a large number of trees. The site effectively lies on a hill and hence levels drop dramatically from west to east, allowing a steep incline of approximately 30m.
- 1.2 The site is bound to the north by Football Lane and includes the current Maths and Physics building, the existing Sports building. It also includes the former Headmasters residence, also known as Peel House, which now acts as an Admissions and IT department. The western and central area of the site is largely landscaped with a series of paths and trees, including two multi-use games areas (MUGA). To the west of the site is the Boyer Webb Pavilion which is surrounded by several trees. Similarly, the south of the site is largely landscaped with several mature trees. The site also includes smaller buildings such as storage and garden compounds.
- 1.3 The site area is within the demise of the school's ownership and therefore all the immediate surroundings are owned by the school. To the north of the site is The Knoll boarding house and it grounds whilst to the east is the athletics track and the school tennis courts. The site is bound on its southern side by Harrow Park which includes Harrow School Golf Course whilst to the west are the various school buildings that front on to the High Street, including Moreton's boarding house, the Head Masters boarding house, the school reception, the Vaughan library and the school Chapel. It is also noted that the site is immediately adjacent to the school dining hall and the site area includes a service area to the dining hall.
- 1.4 There are residential properties located in proximity to the site although none directly about the site. Several residential properties are located to the west of the site on the High Street and London Road. There are also residential properties located on Garlands Lane to the north, beyond which are residential properties on Kenton Road. Additional residential properties are located to the southeast of the site on Pebworth Road.
- 1.5 The application site can be accessed via Football Lane and Garlands Lane to the north. Harrow on the Hill station is approximately 800m to the north and is directly served by local buses, H17 and 258. There is also a pedestrian (east-west) right of way on Football Lane along the northern boundary of the site, which forms part of the Capital Ring Walk, which is a strategic walking route promoted by 33 London Councils and the Greater London Authority (GLA).
- 1.6 The site is afforded a number of special planning designations. The majority of the site is located within Metropolitan Open Land whilst the west of the site is within an Archaeological Priority Area. In addition, the west of the site also lies within the Harrow School Conservation Area. The site is within the setting of

the Harrow Park Conservation Area and the 'Capability Brown' inspired Listed Harrow Park to the south. There are numerous locally and nationally Listed buildings to the north and west of the site. The site includes a number of protected views located along the Capital Ring walk.

## 2.0 **PROPOSED DETAILS**

2.1 The application seeks the demolition of the existing sports hall, the Boyer Webb Pavilion, Museum Cottage, Peel House and the demolition of several outbuildings to facilitate the comprehensive redevelopment of the site to include new sports and science buildings, a new landscaping core from the rear of the school chapel to the athletics track to the east. The application includes a new visitor's car parking area accessed via Football Lane and the re-routing and re-grading of private access roads, alterations to the landscaping and servicing for the dining hall and relocated multi-use games area, located to the southwest of the site. Essentially the application has seven components to it, which are:

- Sports Building
- Science Building
- Core Landscaping
- Re-routed access road
- Relocated MUGA
- Dining hall service yard
- Visitor parking

### a) *Sports Building*

2.2 It is proposed to demolish the existing Sports hall and erect a new re-sited sports building to be located at the lower base of the hill. The sports hall will provide a modern up to date improved facility to comprise of three levels. Level 0 will comprise of team changing rooms, a triage room, laundry and plant room. Level 0 is only useable toward the east of the building due to the gradient of the hill. Level 1 makes full use of the building footprint and includes the main swimming pool, the learners pool, multipurpose classrooms, changing areas, a climbing wall, two sports halls, storage areas and a terrace allowing views to the athletics tracks and sports field. Level 2 will comprise of a fitness suite, a performance suite, a judo/dojo hall and viewing areas to the sports halls at level 1. In total, the sports building includes:

- 25m x 6 lane swimming pool (competition standard) with fixed floor
- 17m x 13m Training pool (with moveable floor)\*
- Contrast pools\* (to aid recovery and rehabilitation)
- Wet and dry changing to serve internal facilities
- Sports hall 1\* (international basketball court size) including fixed raked seating for 250 spectators
- Sports hall 2 (4 court badminton size in accordance with Sport England specification)
- Climbing wall
- Fitness and performance suites
- Studio Judo Dojo\*



- Club area – replacement for the existing Boyer Webb Pavilion facility which is located on the site of the proposed new sports building and will be demolished
- Triage and Physiotherapy – replacement of the existing porta cabins located on the playing fields which will be removed
- Laundry – replacing the existing facilities in the current Sports Centre
- Field changing rooms provision\* (for outdoor sports including rugby, soccer, hockey, athletics and cross country)
- Officials and disabled changing\*
- Storage\*
- Multi-purpose teaching space
- Reception and administration space

\* denotes additional provision above what is currently provided in the existing Science or Sports buildings.

- 2.3 The sports building will have a length of approximately 77m at the east elevation and approximately 54m at the west elevation. It will have a width of approximately 60m at the south elevation and 90m at the north elevation. The western part of the sports building will be dug into the hill by an approximately an average of 7m. As a result, the height at the west elevation is ranges between approximately 5.0m and 6.6m whilst at its highest point the building will be 16.5m. The building will have a footprint of 4,871m<sup>2</sup> and a total floorspace of 7,307m<sup>2</sup>.
- 2.4 The building is articulated in four different styles and characters. First, at Levels 0 and 1, is the pavilion building. A pavilion will face the athletics track and will include a viewing area to the track. The second element will be the main spine running from south to north and will act as a main entrance area to the Sports building accessed via the landscape core to the north. It will contain the swimming pool element of the proposals. It will have a north-south facing saw tooth roof arrangement. To the west is the area comprising the sports halls. This element will also have a saw tooth roof arrangement however these will be east-west facing. The climbing wall section will be located to the north, adjacent to the landscaped core and will be the highest building. The four areas are articulated separately but are attached to form one whole building.
- 2.5 The building materials will largely comprise of crisp brick cladding with vertical coursing and a flint colour palette. In addition, the elevations will include warm bronze coloured metal balustrades with white brick reveals in parts.

*b) Science Building*

- 2.6 The science building is proposed to facilitate new Biology and Chemistry classes and will be located toward the centre of the site. The science building is proposed to have three floors of which the lower level (Level 3), which will be dug into the hill area, will comprise of a Lecture Theatre with floor area of 146m<sup>2</sup> and a foyer above which will have a floorspace of 113m<sup>2</sup>. Level 4, which will be the second level of the science building will comprise of 8no. laboratories to facilitate biology classes and a prep room. Each laboratory will have at least 110m<sup>2</sup> of floorspace to allow for a classroom area and a practical area. Level 5, which will be the third level of the Science block will facilitate chemistry classes and will be laid out to match level 4. The science building will have a width of approximately 28m and a length of approximately 64m

resulting in a footprint of approximately 1,650m<sup>2</sup>. The building will have a maximum height of approximately 15m. In total, the science building will have a floorspace of 3,675m<sup>2</sup>.

2.7 In total, the Science building will comprise of a:

- Lecture Theatre;
- Foyer
- Biology laboratories;
- Biology Prep Room (Inc store);
- Chemistry Laboratories;
- Chemistry Prep Room (Inc store)
- Harkness Meeting Room;
- Staff work area;
- Resources;
- Central Street/breakout space;
- WC's;
- Store
- Energy Centre;
- Plant;
- Pond and Greenhouse

c) Landscape Core

2.8 The application proposes a new landscape core which will run from the rear of the existing chapel, sited west of the application site, to the east boundary of the site. The landscape core consists of a pedestrianised walkway which will have a length of approximately 250m, with a series of stairs angled toward the bottom of the hill. There will be six sections to the landscaping core, all defined by their own landscaping strategies based on their character, location and relationship to buildings and/or the hillside.

2.9 It is proposed that the area adjacent to the Chapel, which is a Grade II\* Listed Building, will comprise of a historic chapel landscape to be retained and enhanced. Following the historic landscape chapel area, the application proposes the demolition of the existing gardener's compound and Peel House and the creation of an orchard meadow. The third part of the landscaped core is the pedestrianisation of the existing service road running from Football Lane to the dining hall service yard, making provision for a service road toward dining hall from Garlands Lane, involving alterations to the perimeter road at the base of the hill, followed by a transition area, adjacent to the proposed sports hall. The main entrance area to the sports building will include the creation of a piazza & lawn area which will comprise of a landscaped entry core to the sports building. The final part of the landscaped core will include the creation of a new wetland area at the bottom of the pedestrian section of Football Lane and enhancements to the existing sports terraced area adjacent to the athletics track. In addition, the proposals include strengthening of the boundary of the Capability Brown landscape through denser planting.

d) Re-routed Access Road

- 2.10 The proposals include the re-routing of the existing service road that currently runs from Football Lane toward the north, between the existing Maths & Physics Schools and the Music school toward the dining hall service area to the southwest of the site. The application proposes to re-route the service road to run from the far end of Football Lane to the east, and travel southwards, alongside the eastern façade of the proposed sports hall to the east before meandering through the southern part of the site and aligning the service road to the dining hall area.

e) Relocated MUGA

- 2.11 It is proposed to relocate the existing MUGA from the south of the existing Maths and Physics building to the south west corner of the site, immediately south of the existing dining hall. The MUGA will cover an area of approximately 276m<sup>2</sup> with a length of 20m and a width of 13m. Due to the gradient on site, the MUGA will sit against a retaining wall which will sit 3m below ground level at the west elevation and be level to the ground at the east elevation. Retaining walls would be required to provide a level playing field on this sloping site. The MUGA will be enclosed by a 3m high fence and extended fence posts for lighting. The proposals include a new gravelled footpath to the north of the MUGA which will join up with an existing footpath. In addition, a new service access, laid in grass, is proposed toward the south of the MUGA. The proposal includes floodlights which will have a height of approximately 4.8m and the proposed fencing would have a height of approximately 3m. The proposed new MUGA is located within the Harrow Park Conservation Area.

f) Dining Hall Service Yard

- 2.12 The application proposes an improved dining hall service yard to be located to the rear of the existing dining hall. This will involve the realignment of the service road to enable continued access to the dining hall. Parking is to be arranged to the south of the existing yard with a new yard formed adjacent and an enclosed refuse storage space tucked in alongside the Dining Hall. It is proposed to provide one additional parking space at this location. Landscaping is proposed to screen the yard from Harrow Park to the south.

g) Visitor Parking

- 2.13 2.13The proposals seek a new visitor car parking area on Football Lane, to include disabled parking. The parking area is sited to the north of the site, adjacent to Football lane and will provide an additional 16 car parking places including 4 disabled.

h) Revisions to Application Following Submission

- 2.14 The following revised and additional documents have been submitted during the course of the application to address wherever possible issues raised by officers and consultees, and to pre-empt details that would be required by condition in order to expedite the project in the event that planning permission is granted. These include:

- Revisions to the climbing wall;
- Revised detailing of pavilion;
- Omission of flint at the south elevation;
- Additional information and justification of proposed materials
- Additional landscaping to screen southeast elevation of the building
- Additional trees at east elevation
- Further information to demonstrate levels of building.

### **3.0 RELEVANT PLANNING HISTORY**

- 3.1 LBH/24514  
School sports hall and swimming pool:  
Granted: 02/02/1984

### **4.0 CONSULTATION**

- 4.1 A site notice was erected on 9<sup>th</sup> May 2016, and allowed interested parties to submit their comments until an expiry date of 20<sup>th</sup> June 2016
- 4.2 Press Notice was advertised in the Harrow Times on the 5th May 2016 expiring on 26th May 2016.
- 4.3 The application was advertised as a Major Development, Character of a Conservation Area, Departure from the Development Plan and Setting of Listed Building
- 4.4 A total of 489 consultation letters were sent to neighbouring properties regarding this application. The public consultation period expired on 20th June 2016
- 4.5 Adjoining Properties

Number of Letters Sent	489
Number of Responses Received	56
Number in Support	0
Number of Objections	56 (1,473 including a petition)
Number of other Representations (neither objecting or supporting)	0

- 4.6 46 objections received from notified residents whilst 1,425 objections received from a petition.
- 4.7 A summary of the responses received along with the Officer comments are set out below:

<b>Comment Type</b>	<b>Name and Address</b>
Objection	Mr Gareth Targett, 92 Drury Road, Harrow
Objection	Ms Judith Mills, 11 Victoria Terrace, Harrow on the Hill
Objection	Ms Jessica Gooch, 22 Romney Drive
Objection	Mr Christopher James, Pear Tree Cottage, Brickfields

Objection	G A Waterman, 4 Gatehill Road, Northwood ,HA6 3QD
Objection	Mr David Brilliant ,157 Lee park ,Blackheath, SE3 9HD
Objection	Mr Martin Pike, 112 Whitmore Road, Harrow, HA1 4AQ
Objection	Dr Malacay Gleeson, Collingwood, South Hill Avenue, Harrow on the Hill
Objection	Ms Katharine Weir, 154 Butler Road, Harrow
Objection	Mr William Wolfson ,Flat 1 , 4 West Street, London
Objection	Ms Suzanne D'Souza, Sudbury Courts Residents Association, 108 Abotts Drive, Wembley
Objection	Mr Philip Frame, 27 Roxborough Park, Harrow HA13BA
Objection	Mrs Gaynor Lloyd, 16 Pebworth Road, Harrow
Objection	Mr Colin Saunders, 35 Gerrards Close, Oakwood, London, N14 4RH
Objection	Priti Shah, 13 The Garlands, Peterborough Road
Objection	Mr Kozlowski, 25 Pickwick Place, Harrow HA1 3BG
Objection	Ms Andrea Rayner, 33 Woodcock Dell Avenue Harrow, HA3 0PW
Objection	Ms Jacqueline Hammond, 10 The Garlands, Peterborough Road, Harrow, HA1 3DY
Objection	Gitanjali Bhattacharya, Zoological Society of London, London, NW1 4RY
Objection	Mr Stephen Hipperson, 90 High St, Harrow on the Hill, HA1 3LP
Objection	Mr Bill Kemp, 225 Woodcock Hill, Kenton, Harrow, HA3 0PG
Objection	Bethan Davies, 2 Close Close, Harrow on the Hill, London, HA2 0JZ
Objection	Mr T Hill, 121 Abotts Drive, North Wembley, HA0 3SX
Objection	Terterden & John Billam Parks and Neighbourhood Group, 15 Preston Way, Harrow, HA3 0QG
Objection	Johanna Nixon, 32 Leigh Court, Byron Hill Road, Harrow, HA2 0HZ
Objection	B E Potts, Gayton Court, Sheepcote Road, Harrow, HA1 2HD
Objection	Simon Abbott/Lee Benjamin, 9 The Chequers, West Lane, Pinner, HA5 3LY
Objection	O Munir, 27 Pebworth Road, Harrow, HA1 3UD
Objection	Mr Simon Braidman, 3 Allerton Road, Borehamwood, Herts WD6 4BT
Objection	Ms Penny Reed, Belmont, Mount Park Avenue, Harrow, HA1 3JW
Objection	Amina Sadiq, 2 Moat Lodge, London Road, Harrow, HA1 3LU
Objection	Mrs P Lewis, Friends of Woodcock Park, Kenton, 126 Shaftesbury Avenue, Kenton, Harrow, HA3 0RF
Objection	Mr Simon Less, The Tower Cottage, Harrow Park, Harrow, HA1 3JE
Objection	Dr Georgie Housley, 60 West Street, Harrow on the Hill, HA1 3EN
Objection	Mr James Leder, 10 Hamson Court, Brickfields, Harrow, HA2 0JG
Objection	Ms Ellyn Smith, 11 Nelson Road, Harrow on the Hill, HA1 3ET
Objection	Mr Keith Barker, 8 Shelley Gardens, Wembley, HA0 3QG
Objection	Mr D Yeaman, Harrow Architects Forum

Objection	Mr Paul Catherall, Elm Park, Mount Park Avenue, Harrow on the Hill, HA1 3JN
Objection/Petition (with 1,417 signatories)	Harrow Hill Trust Lianda, Hill Close, Harrow HA1 3PQ
Objection	Councillor Keith Perrin, Councillor for Northwick Park Ward, 16 Pebworth Road LB Brent
Objection	J Dennis, Bethany, Sudbury Hill, Harrow HA1 3ND
Objection	Malvika Gulati, 6 Maxted Park, Harrow, HA1 3BB
Objection	Jane Woyka, 52 Pebworth Road, Harrow HA1 3UD
Objection	Jake Thomson, 18 Crown Court, Harrow on the Hill
Objection	Mr H Allen, 12 Roxborough Park, Harrow
Objection	Ms Lara Owen, Flat 17 Wayside Court, Oakington Avenue, Wembley
Objection	Tracey Miller, 14 Pebworth Road
Objection	Clark McGinn, 42 Whitehall Road, Harrow, HA1 3AJ
Objection	Ms S Morpurg, Tenterden and John Billian Parks and Neighbourhood Group, 15 Preston Waye, Harrow
Objection	Jane Galbraith, 78 Roxborough Road, Harrow
Objection	T Hill, 121 Abbots Drive, North Wembley, Middlesex

<b>Comments Objecting to the Proposal</b>		
<b>Subject of Comments</b>	<b>Summary of Comments</b>	<b>Officer Comments</b>
<b>Proposed MOL Swap</b>	The proposed MOL swap does not comply with policy and fails to meet the stringent conditions. The MOL swap was not presented in the SPD but merely the principle. Under the proposals, high quality MOL will be lost and views and open land that has existed since 1768 will be removed. The public have not been consulted about the use of MOL and the conditions of building on MOL have not been met. Quality open MOL will be lost and the swap detracts from the openness of the MOL. The application undermines the very concept of MOL - which is the preservation of green spaces across the city visually and, where possible, linked by paths, for public benefit, present and future. Private ownership does not exclude the meeting of obligations in this regard. The swap of this designated MOL for an internal	The proposed sports building is considered inappropriate development within the MOL. The applicant has demonstrated that there are no suitable sites for the Sports Building outside the MOL and the pressing academic need for the extended education provision amounts to very special circumstances and therefore the MOL swap is acceptable both in principle and design. This has been confirmed by Officers from the GLA. The proposal successfully meet the tests of the MOL swap as set out in the SPD, namely, there is no net loss of MOL, the reconfiguration of the site will deliver

	space that does not meet these requirements should not be allowed. Mere equivalence of area is not the issue. What must be preserved are the fundamental features of MOL that confer its public amenity ie the visibility and linking of green space.	coherent and contiguous expanse in MOL, the new MOL would be of greater quality and the openness will be maintained continuous. Please see section 6.1 below for further details.
<b>Impact on the Conservation Area, Setting of the Conservation Area, Setting of Listed Building and Listed Park</b>	The proposals result in over-development in a conservation area. The bulk, size and positioning of the development is not in keeping. The modern structures are completely at odds with the Georgian landscape. More building should be underground so as not to spoil the views and also more thought should be put into re-siting the development. There must be a more sensitive and less impactful design and location of this development, which takes into account the special character, and conservation issues in the area. The proposal should be red brick rather than grey. The design that should enhance the beauty of the Hill rather than destroy a historic View.	The application proposals have been reviewed by the Council's Conservation Officer and Historic England. It is acknowledged that the proposed building causes some harm to the Conservation Area and its setting. However, the proposals have been carefully mitigated where feasible including digging the sport building into the hillside to reduce its bulk. Furthermore, the articulation of the building and the proposed materials has softened its impact. On balance, Officers consider the educational need of the proposals in addition to the public benefits proposed outweigh any perceived harm to the Conservation Area. See section 6.4 for further details.
<b>Impact on Views</b>	The visual impact for Harrow residents is not appropriate. The views afforded across London and the Capital Ring and of Capability Brown's Grade II listed park will be restricted, removed or blocked under these proposals,	The proposed buildings are largely unseen from the top of the hill. Furthermore, the existing views towards the Grade II listed park or from the Capital Ring are largely,

	<p>particularly the relocation and expansion of the sports hall. The building would completely ruin the views of Harrow on the Hill from the Northwick Park side.</p>	<p>blocked by existing structures such as the grounds building and the Boyer Webb. The proposals maintain the views towards the park. The buildings can be seen from the bottom of the hill however they do not breach the current skyline formed by St Mary's Church and Harrow on the Hill. See section 6.5 for further details.</p>
<b>Design</b>	<p>When viewed from the South-east, the pool and 'Judo block' form a huge lateral building totally overpowering the charming miscellany of other buildings that define Harrow Hill's (and School's) character. It takes the appearance of a factory or a large block of flats with a lower protruding section to the North-west. The proposed architecture is miserable, unnecessarily brutal, large aggressive solution, out of scale and harmony with other school buildings. -palette of materials unsympathetic grey and cold.</p>	<p>It is considered that the proposals are of an acceptable design. The main elevations of the buildings have been carefully designed to reflect the surrounding landscape. Furthermore, the articulation of the roofs has improved the overall character of the building. Since the initial submission of the application, the climbing wall has now been reduced by 1.4m. See section 6.4 below for further details.</p>
<b>Flooding and Drainage</b>	<p>There will be substantial excavation and disruption to the natural hill side and could leave permanent damage to the water table - which would lead to issues down the line.</p>	<p>The application proposals have been carefully considered by Thames Water, the Environment Agency and the Council's Drainage Engineer. All have confirmed that the proposals are acceptable subject to planning conditions and informatives. See section 6.12 below for further details.</p>
<b>Traffic</b>	<p>There will be increased traffic directed to Garlands Lane</p>	<p>The application proposals are unlikely</p>



	<p>which is already extremely noisy with large lorries, coaches and cars. The proposals increase environmentally unsafe traffic, increasing carbon monoxide levels with the increase in coaches, buses and cars going to a conference centre. The movement of all deliveries going to the Dining Hall past the boarding house "Lyons" is a concern.</p>	<p>to result in significant additional traffic to the site. This application does not alter the current day to day operations of the school and appears to only generate additional traffic movements during the construction phases. It is noted that construction traffic will access the site from Watford Road and therefore no additional traffic will be directed towards the Garlands Lane. Traffic calming measures will be put in place in regard to movement within the site to ensure safety to pupils. This will include speed restrictions and the rebuilding of speed bumps along Garlands Lane.</p>
<b>Residential Amenity</b>	<p>The building design is such that glass will dominate the front with attendant light pollution to my home and feeling being overlooked with no proposed screening.</p>	<p>The proposed buildings are cited some distance from the nearest residential dwellings and therefore it is not considered that the proposals will be a detrimental impact in terms of loss of light, outlook, overbearing. Furthermore, the proposed buildings largely comprise of brick and not glass. See section 6.8 for further details.</p>
<b>Trees and Landscaping</b>	<p>The loss of trees is unacceptable.</p>	<p>Whilst the loss of trees is regrettable, the proposals will enhance the tree coverage overall. As such, the proposals will result in a net increase of trees.</p>

<b>Other Issues</b>	Protect the Museum of Harrow Life from the proposals. The proposal would lead to the demolition of The Boyer Webb Pavilion built in memory of Charles and John Boyer Webb who were both killed in WW1.	The Museum of Harrow Life will be unaffected by the proposals. A replacement facility for the Boyer Webb Pavilion will be provided within the proposed Sports Building.
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#### 4.8 Statutory and Non Statutory Consultation

4.9 The following consultations have been undertaken:

LBH Environmental Health  
 LBH Highways  
 LBH Planning Policy  
 LBH Design  
 LBH Conservation Officer  
 LBH Tree Officer  
 LBH Regeneration  
 LBH Landscape Architects  
 LBH Waste Officer  
 TFL  
 Historic England  
 Historic England - GLASS  
 Environment Agency  
 Designing Out Crime Officer, Metropolitan Police Service  
 Thames Water Authority

#### 4.10 External Consultation

4.11 A summary of the external consultation responses received along with the Officer comments are set out in the Table below.

<b>Consultee</b>	<b>Summary of Comments</b>	<b>Officer Comments</b>
Mayor of London (stage one response) (summary)	<u>Principle of land use – MOL Swap</u> : The proposed school redevelopment, in particular the Sports Building is 'inappropriate' development in the MOL and the applicant is required to demonstrate very special circumstances to justify the development. The MOL swap arrangement is acceptable as it is well considered and will result in net gain in footprint, with equivalent or greater MOL quality, more functional and open landscaped area. This	Noted. The suggested conditions have been attached

	<p>MOL land swap identified in the Harrow School SPD, the academic needs, and the proposed enhance community use, all combine to constitute very special circumstances justifying the 'inappropriate' development of the proposed Sports Building in MOL.</p> <p><u>Playing fields and community use:</u> The schools commitment for an enhanced community use of the sports facilities is welcomed and supported, the applicant should continue its engagement with the local community, nearby schools and sports clubs in the production of the community use plan.</p> <p><u>Biodiversity:</u> The proposed mitigation measures are welcomed and need to be conditioned.</p> <p><u>Urban design:</u> Officers are content that the proposals within the MOL will appear as an integral feature as it uses the natural slope and would therefore have a limited impact on its open character as a result. However, the Council is encouraged to secure key details such as window reveals and samples of all facing materials and the treatment of roofs through appropriate conditions.</p> <p><u>Access:</u> Given the natural slope of the site, it is noted that incorporating inclusive access is extremely challenging. However, the applicant has committed to provide wherever possible to meet the minimum requirements of inclusive design which is supported and welcomed. The proposed measures need to be</p>	
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	<p>conditioned.</p> <p><u>Sustainable development/energy</u>: The carbon dioxide savings exceed the target set within Policy 5.2 of the London Plan, which is welcomed. However the concerns highlighted above should be addressed before compliance with the London Plan energy policy can be verified.</p> <p><u>Flooding</u>: the proposals are acceptable in terms of London Plan Policies 5.12 'Flood Risk' and 5.13 'Sustainable Drainage and need to be secured by appropriate conditions</p> <p><u>Transport</u>: No strategic concerns. However, the submission of a delivery and servicing plan and construction logistics plan should be conditioned.</p>	
Mayor of London (stage one response) (summary)		Noted. The suggested conditions have been attached.
Environment Agency	<p>No Objection subject to conditions</p> <p>The proposed development site may have been the subject of past activity which poses a risk of pollution to controlled waters. Where necessary we would advise that you seek appropriate planning conditions to manage both the risks to human health and controlled waters from contamination at the site. This approach is supported by Paragraph 109 of the National Planning Policy Framework.</p>	Noted. The suggested conditions have been attached

Transport for London	<p>No Objection subject to conditions</p> <p>In principle, TfL is satisfied that this proposal will have a negligible impact upon the transport network and therefore has no objections to the development, however details should be provided on the location and type of cycle parking being provided.</p>	Noted. The suggested conditions have been attached
Thames Water	<p>No objection</p> <p>Thames Water would advise that with regard to sewerage infrastructure capacity, we would not have any objection to the application. Thames Water recommends the installation of a properly maintained fat trap on all catering establishments. It is noted that there are public sewers crossing or close to your development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or underpinning work would be over the line of, or would come into 3m of a public sewer. Thames water would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges to the public sewer.</p>	These comments have been noted and will be included in the application as an informative.
Historic England GLAAS	<p>No Objection</p> <p>An initial appraisal by GLASS recommended exploratory fieldwork to determine if significant remains are present on a site and if so to define their character, extent, quality and preservation. The</p>	These comments have been noted.

	<p>applicant has carried out an archaeological evaluation of the areas of proposed impact, and of which we carried out monitoring visits. The evaluation did not reveal any archaeological remains and instead showed that in the areas which have been investigated, significant landscaping activities have taken place. Modern services were also encountered along with evidence of disturbance from tree rooting.</p>	
<p>Historic England - Conservation</p>	<p>Object to the proposals</p> <p>The addition of large new buildings at this location will considerably change the views into the conservation area and of the listed buildings which top the hill. The massing of the buildings will mean the loss of some open land valuable to the setting of the listed buildings and the conservation area. Given the sensitivity of the site, it will be important to mitigate any harm as far as possible through ensuring the new building takes the opportunity to respond to the historic environment.</p>	<p>These comments have been noted. It is acknowledged that the proposal will result in some harm to the historic area matters however on balance, given the public benefits associated with the scheme, the proposals are considered acceptable in this instance.</p>
<p>Sport England</p>	<p>No Objections</p>	<p>Noted.</p>
<p>CAAC</p>	<p>Object to the proposals</p> <ul style="list-style-type: none"> <li>- No green edge to the Conservation Area</li> <li>Impact of the views from the bottom of the hill are particularly harmful;</li> <li>- The building undermines the openness of the MOL due to excessive bulk, width, and unbroken massing.</li> <li>- The proposed Sports building should be situated on the existing sports centre site which would then maintain existing prime MOL fronting the</li> </ul>	<p>The proposals result in a net gain of MOL. It is considered that the net gain in MOL, along with the demolition of the existing building and the creation of an open landscape core, will result in continuous openness of the MOL. New buildings located outside of the immediate garden settings and set down into the hillside with a</p>

	<p>sports track and open fields beyond.</p> <ul style="list-style-type: none"> <li>- There has been little attempt to dig into the landscape</li> <li>- The proposed buildings are out of scale and harmony with other buildings. The palate of materials is very cold and grey. It does not break the mass up but only serves to highlight it really.</li> <li>- We do not accept that are very special circumstances that mitigate the harm of the loss of MOL, and the impact on the conservation area and the architecture is also not of sufficient quality to mitigate the harm.</li> </ul>	<p>clear visual 'green' break between existing buildings and the proposed buildings. The views of the buildings are clearly evident from close to the athletic track however long distance views to not interrupt the current skyline formed by the buildings at the top of the hill. It is considered that the very special circumstances are warranted as has been agreed with the GLA.</p>
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#### 4.12 Internal Consultation

4.13 A summary of the internal consultation responses received along with the Officer comments are set out in the Table below.

<b>Consultee</b>	<b>Summary of Comments</b>	<b>Officer Comments</b>
LBH Design	<p>No Objection subject to conditions</p> <p>While the general tonal qualities of the materials are well judged, the application and range of materials would benefit from being simplified: More detail is required for the flint cladding, including the construction of a large scale mock-up post planning. The height and form of the climbing wall building would benefit from further development in order that it fits within the roofscape of the adjoining buildings. The main elevation to the pavilion building requires further resolution, and would benefit from a greater relationship with the swimming pool building; they currently appear to be different languages. A more unified approach to glazing sizes would be beneficial; there</p>	<p>Following these comments, the scheme was amended where the materials pallet was simplified, the height of the climbing wall was reduced by 1.4m and the pavilion elevation was amended to address the Design Officer's concerns. The Design Officer was satisfied with these changes.</p>

	are currently a number of different sized doors and openings to L0 and L1 and the design of doors/screens to plant and storage areas should be carefully considered as part of the overall strategy for openings in the elevation.	
LBH Drainage.	No Objection subject to conditions	Noted: Conditions are attached accordingly.
LBH Energy	No Objection subject to conditions  The applicant has outlined a comprehensive energy strategy with a range of measures including a proposed reduction in energy demand, clean energy (onsite Combined Heat and Power (CHP) and measures to meet the London Plan target of a 35% reduction in carbon emissions relative to the 2013 Building Regulations and therefore meets the overall policy requirement.	Noted: Conditions are attached accordingly.
LBH Highways	No Objection subject to conditions.	Noted: Conditions are attached accordingly.
LBH Landscaping	No Objections subject to conditions  A landscape setting for the buildings has been designed with a proposed landscape strategy aiming to, as far as it could, provide softening for the vast buildings and incorporate and blend them into the surrounding hillside, as far as it would be possible. The landscape proposals would enhance the existing landscape and create new habitats. Key features of ecological value, such as the existing orchard meadow, would be retained, protected and enhanced and additional	Noted: Conditions are attached accordingly



	new habitats and enhancements would be incorporated into the scheme.	
LBH Biodiversity	No Objections subject to conditions	Noted: Conditions are attached accordingly
LBH Environmental Health	No Objections subject to conditions	Noted: Conditions are attached accordingly
LBH Trees	No Objections subject to conditions	Noted: Conditions are attached accordingly

## 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, Harrow Local Area Map 2013 [LAP].

## 6.0 **APPRAISAL**

6.1 The main issues are:-

Principle of the Development  
 Regeneration  
 Design, Character and Appearance of the Conservation Area  
 Locally Protected Views and Vistas  
 Heritage Assets & Archaeology  
 Community Uses  
 Residential Amenity  
 Traffic, Parking, Access, Servicing and Sustainable Transport  
 Energy, Sustainability and Climate Change Mitigation  
 Proposed Construction Activities and Mitigation  
 Flood Risk and Drainage  
 Trees and Landscaping

6.2 Principle of Development

- 6.2.1 The main in-principle issue is the proposed development of the replacement sports building upon MOL. MOL is a Greater London Authority designation and affords land a similar protection to Green Belt as set out in the NPPF. The NPPF provides for replacement on a 'the like for like' basis of buildings where the use remains the same, therefore it is only additional elements proposed within the new Sports building that constitute 'inappropriate development' and require justification - not the entire building. London Plan Policy 7.17 and Local Plan Policy DM 16 give details on this, with a presumption against any loss of MOL or inappropriate development within it. As with Green Belt, its primary purpose is to retain openness. The proposal is not on previously developed land within the MOL and is not infilling development. Therefore any loss must be justified by special circumstance in accordance with part D of DM Policy 16. The Council accepts that an educational use can be classed as a special circumstance, and this view was confirmed by the GLA. However, there are a number of considerations to ascertain whether the educational use is a special circumstance – the use itself is not necessarily special circumstances.
- 6.2.2 Firstly the development must be proven to be necessary. The application submission documents, notably the Planning Statement set out the timetabling issues with regards to the current facilities, and that they are not sufficient to fully meet the educational needs of the pupils. The Council has reviewed these documents, and would agree that the current facilities do not fully meet the curricular requirements of the school given they cannot provide all the sports options necessary due to the capacity of the current facilities. It is also acknowledged that the facilities do not meet modern sporting standards and that redevelopment offers the potential to secure world class facilities. Further, the proposal seeks to secure increased public access to these enhanced facilities, which adds further weight to the need for the facilities. This is because it will secure access for other schools in the Borough to what are being designed as excellent facilities to meet Sport England standards. Whilst discussions regarding the community use offer are yet to be finalised, the school have indicated that 1300 hours per annum will be made available for community uses. This is a significant enhancement on the current 410 hours per annum currently offered. This type and level of provision is therefore a significant boost to other local schools, and can be supported in this regard. It is also argued that the sports buildings themselves are in danger of subsidence, and that the best option is to rebuild the sports facilities. With regards to this, evidence has been submitted to the Council which can be concurred with that the buildings do need replacing. Therefore, given the curricular needs of the school, and the condition of the buildings currently, the Council accepts that there is a need to replace the buildings which amounts to special circumstances.
- 6.2.3 The Harrow School SPD identifies the proposed location for the new sports building, and the proposal accords with this. The submitted Sports and Science

supporting documents outlines how the site selections process evolved, and in accordance with the SPD, the Council would agree that the site chosen for the new buildings is the most appropriate location to both meet the educational needs of the school, and to minimise impacts on the MOL and openness due to them being located right on the boundary of the substantial tract of MOL, and their proximity to existing buildings.

- 6.2.4 Therefore, the need for the facilities and the location of them with regards to MOL can be supported. The footprint of the sports centre is however substantially larger than the existing facilities. The SPD does not give indicative sizes for new buildings, and any development must be the minimum necessary to be acceptable with regards to justifying the development on MOL – the fact that the location is in-principle acceptable does not equate to any building of any size being acceptable. With regards to the above, the Council has reviewed the detailed scheduling and curriculum requirements to illustrate the need for the amount of floorspace within the sports centre, and as indicated above, in conjunction with the increased public access, this amount of floorspace would be the minimum necessary to meet both these needs. The layout also ensures adequate child safeguarding which is an important consideration, and thus the scale of the buildings are necessary to help achieve this separation of school and public users at times.
- 6.2.5 The design of the building however must reduce any impacts upon MOL and other designations, particularly heritage assets. The impact upon heritage assets is detailed in section 6.4. With regards to minimising the impact of the sports building on the MOL and openness, the proposal is for it to be significantly built into the hill to help reduce the overall bulk and mass of the visible building, and to keep its height to a minimum. The assessment of this design is covered in section 6.4. Therefore, taking into account the conclusions drawn within these sections, the proposed building is considered in-principle acceptable given the overall benefits of the scheme – however there is still a loss of MOL. The applicant has addressed this by way of a proposed swap out of MOL with the new landscape core being designated as such which would result in no overall loss of MOL. Indeed there would be a modest gain in overall MOL land. This in itself can be welcomed, but the function of MOL is its openness, and therefore the replacement MOL should help achieve a similar level of openness. The Council considers that, in so far as possible, the landscaping core would form a natural expanse of open space adjoining onto the existing MOL, which in the context of the MOL as a whole, is a very small proportion of this designation right upon the edge, and that coupled with the net increase and special circumstances of a schools educational needs, the case for developing on MOL is justified in this regard and the proposal accords with DM Policy 16.
- 6.2.6 With regards to the Science Building, the location accords with the Harrow School SPD guidance with regards to its proposed location and this in principle is acceptable. There are no in-principle issues with the re-location of the proposed MUGA or the realignment of the service road and improvements to the service yard.
- 6.2.7 In regard to Sport facilities, Paragraph 73 of the NPPF states that access to high quality opportunities for sport and recreation can make an important contribution to the health and well-being of communities. Policy 3.19 Sports

Facilities B of the London Plan lends support to proposals that would increase the provision of sport and recreation facilities and encourages multi-use public facilities for sport and recreational activity wherever possible.

6.2.8 Policy CS 1 Overarching Policy G of Harrow's Core Strategy similarly supports appropriate proposals for enhancement of sport and recreation facilities, and commits the Council to work with landowners and institutions to support public access to such facilities. Policy DM 46 New Community, Sport and Education Facilities B of the Development Management Policies (2013) Local Plan supports the provision of new sport facilities where: they are located within the community that they would serve; they are safe and in an area of good public transport accessibility; and there would be no adverse impact upon residential amenity and highway safety. Part C of the Policy states that new indoor sport development should make provision for community access to the facilities provided. Harrow's Open Space, Sport and Recreation Study (2011) (the "PPG 17 Study") provided an assessment of the quality, accessibility and quantity of the Borough's sport facilities.

6.2.9 The application benefits from a good level of public transport accessibility and therefore it is not considered that there is any deficiency in terms of access to the proposed sports building. The PPG 17 Study found the quantum of sports hall supply across the Borough to be deficient, and therefore, the provision of a new sports hall with access-controlled community use is to be welcomed. By its very nature, the availability of the sports hall for use outside of school hours can be expected to serve the wider (i.e. non-school related) local community and would be a safe, purpose-built environment for indoor sport and recreation activity.

6.2.10 The PPG 17 Study also looked at the supply of sports halls as part of an assessment of indoor sports facilities. It found there to be a deficiency equivalent to -25 badminton courts but forecast that this deficiency would fall marginally to -22 badminton courts by 2026. However it should be noted that, since the Study was published, there has been a loss of sports hall provision equivalent to 4 badminton courts by the closure of the Zoom Leisure facility at the former Kodak Sports Ground. The Study recommended an accessibility standard of 20 minute's drive time between residents' homes and indoor sports facilities. It is under this context that any additional provision for indoor sports facilities is welcomed in the borough.

### 6.3 Regeneration

6.3.1 The London Borough of Harrow published a Regeneration Strategy for 2015 – 2026. The objective of this document is to deliver three core objectives over the plans life, which include;

- **Place;** Providing the homes, schools and infrastructure needed to meet the demands of out growing population and business base, with high quality town and district centres that attract business investment and foster community engagement;
- **Communities;** Creating new jobs, breaking down barriers to employment, tackling overcrowding and fuel poverty in our homes and working alongside other services to address health and welfare issues;

- **Business;** Reinforcing our commercial centres, promoting Harrow as an investment location, addressing skills shortages, and supporting new business start-ups, developing local supply chains through procurement.

6.3.2 Whilst it is acknowledged that the proposed development would not address all of the aspects noted in the above bullet points, it would achieve the overall aspiration of regeneration of the Borough. The proposed development would not only enhance the school facilities but also provide much needed sporting facilities to the wider community. Furthermore, the construction of the site would result in some temporary jobs within the Borough, which would be throughout the duration of the construction process. Permanent jobs will be created during the operation phase as well. Harrow School has a national and international reputation which helps to promote the Borough positively; therefore enhanced facilities enhance this profile.

6.3.3 The proposals would therefore go some way in improving the educational and sporting facilities in the Borough and thereby meet Harrow's Regeneration aspirations.

#### 6.4 Design, Character and Appearance of the Conservation Area

##### *Impact on the Conservation Area*

6.4.1 This proposal is set within the grounds of Harrow School on Harrow on the Hill which is a unique environment of distinction for its range and quality of heritage assets. The Harrow on the Hill Conservation Areas SPD defines Harrow on the Hill as: '*one of the most distinctive and historic areas in the borough, rising 70 metres above the surrounding plain. The area's topography, with commanding views and undulating streets, is arguably its most defining feature. Its unique townscape comprises a settlement of considerable historic and visual quality, set along an irregular network of ancient highways, and surrounded by open spaces which serve to accentuate its distinction from the surrounding London suburbia*'. The Science building is wholly proposed within the Harrow School Conservation Area, and within the settings of the Harrow on the Hill Village and Harrow Park Conservation Areas. The proposed sports building is partly within the Harrow School Conservation Area and otherwise within the setting of it, and in the setting of the Harrow on the Hill Village and Harrow Park Conservation Areas.

6.4.2 The Harrow School Conservation Area Appraisal states that 'large, dramatic school buildings almost exclusively fill the conservation area and are crucial to its character. The topography and quality of the buildings combine to make this area particularly striking. Insulation by surrounding open-land creates a unique feeling of separateness from the rest of urban London and especially uninterrupted views across Harrow and towards the centre of London. The greenery in the form of trees, shrubbery and grass provides a leafy feel that breaks up the streetscene'.

6.4.3 The Harrow School Conservation Area Appraisal clarifies character further by identifying 'zones of townscape character' within the conservation area. This shows the proposed science building and part of the sports building would be in the 'outer undeveloped natural land' zone. It states of this zone that it

comprises: 'The open fields and spaces that surround the Hill [and] are important in preserving the views and character of the Conservation Area. From the Hill it creates un-obscured views across Harrow and towards the centre of London'. This character is protected in part by the part overlapping and surrounding Metropolitan Open Land – the goals of which complement those of the conservation area and in the setting of this character area.

- 6.4.4 The proposed buildings are also in the setting of the Harrow Park (Capability Brown) grade II listed registered Historic Park and Garden with key views to be affected from the lake.
- 6.4.5 The proposed buildings are in the setting of many listed Harrow School buildings, mostly concentrated on the ridge and upper edges of the hill since historically development was centred on these parts of the hill. This includes the grade II\* listed Harrow School Chapel on the High Street with its formal symmetrical garden terrace area enclosed by a range of listed buildings, leading down to more informal landscaping. The view out from the Chapel is labelled as a key view in the conservation area by the Harrow School Conservation Area Appraisal. Notably the proposed buildings are also in the setting of the Head Masters (grade II), Vaughan Library (grade II\*), New Schools (grade II), Science Schools (grade II) and the Music Schools (grade II). Many of these buildings are by pre-eminent architects of the nineteenth century illustrating the historic status of the school. Particularly key views include those across and up from the open areas along the lower levels of the Hill and towards the grouping of buildings on the higher edges of the hill.
- 6.4.6 In accordance with section 66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 '*In considering whether to grant planning permission for development which affects a listed building or its setting, the local planning authority or, as the case may be, the Secretary of State shall have special regard to the desirability of preserving the building or its setting or any features of special architectural or historic interest which it possesses*'. In accordance with section 72 of the Act '*special attention shall be paid to the desirability of preserving or enhancing the character or appearance of [a conservation] area*'. Registration of a park and garden is a '*material consideration*' in the planning process, meaning that planning authorities must consider the impact of any proposed development on the landscapes' special character.
- 6.4.7 Paragraph 131 of the NPPF states '*In determining planning applications, local planning authorities should take account of:* • *the desirability of sustaining and enhancing the significance of heritage Assets*' Paragraph 132 states '*When considering the impact of a proposed development on the significance of a designated heritage asset, great weight should be given to the asset's conservation. The more important the asset, the greater the weight should be. Significance can be harmed or lost through alteration or destruction of the heritage asset or development within its setting. As heritage assets are irreplaceable, any harm or loss should require clear and convincing justification*'. Paragraph 134 states: '*Where a development proposal will lead to less than substantial harm to the significance of a designated heritage asset, this harm should be weighed against the public benefits of the proposal, including securing its optimum viable use*'.

- 6.4.8 The application has been reviewed extensively by Historic England (HE), the statutory body that advises on conservation on heritage matters. Significantly, HE have highlighted that the proposed two large buildings will have an “impact on the conservation area and the setting of listed buildings, concealing the appropriate landscape setting and drawing the eye from the prominence of the significant row of listed structures....This will cause some harm”. HE highlighted that the proposed new buildings are to be finished in grey brick with flint panels to reflect the Listed Chapel. HE commented that this would be an isolated example of the flint, used in the spiritual context of the church and that Listed Buildings that form the main ridge line of the school are made of red brick. It was therefore suggested that a soft red brick material would be more in keeping with the Listed Buildings. Notwithstanding the above, HE advised that the proposed development would need to be justified and weighed against the public benefits of the scheme.
- 6.4.9 The Council's Conservation Officer objected to the proposal, citing that the “proposal would harm the significance of the heritage assets due to its scale and siting detracting from the characteristic landscape openness on the lower edges of the hill and drawing attention away from the group of listed buildings on the higher edges of the hill, that has not been sufficiently justified nor mitigated contrary to the requirements of paragraphs 132 and 134 of the NPPF”. Specifically, the Conservation Officer observed that the buildings lower down the hill are set in “relatively open, informal green, landscape” which retain the openness of the space and allow the grand school buildings at the top of the hill to retain their intended prominence. Furthermore, the Conservation Officer noted the proposed scale of the buildings, particularly the sports building, would be “overly large, bulky and blocky”. This would therefore “undermine the characteristic lower densities of development and openness lower down the hill given the proposed siting of the buildings” adjacent to the Harrow School Conservation Area , Metropolitan Open Land designation and the setting of the Conservation Areas and Registered Park and Garden. As such, the Conservation Officer states the proposed buildings would be harmful to the heritage values of the site.
- 6.4.10 The Conservation Officer also raised comments/questions relating to the mitigation/justification of the proposed buildings. These questions included:
- Could the proposed uses be sited elsewhere on the school grounds;
  - Could the buildings be set further into the hill;
  - The design of the building should be broken up further down the hill and reducing the scale wherever possible
  - More vegetation could be used to draw the building into the landscape and break up the elevations.
- 6.4.11 It is under the above context that the applicants amended the application to address HE's and the Conservation Officers comments.
- 6.4.12 The applicant's subsequently responded to the Conservation/Heritage concerns and proposed several amendments to the application. The response included the following amendments:



- Revisions to the climbing wall to reduce its height by 1.4m, its visual mass and to relate it more to the swimming pool elevations.
- Revised detailing of the pavilion to relate further to the proportions of the swimming pool elevations.
- Omission of flint to the south elevation peel backs to simplify sports hall elevation
- Additional information and justification for the proposed materials.
- Additional landscaping to further screen the south east elevation - both close to the building and within the School estate to the east.
- Provision of additional elevations demonstrating the impact of the proposals with mature trees in foliage.
- Provision of further information to demonstrate the levels of the buildings.

6.4.13 The amendments to the scheme were welcomed by HE and the Council's Conservation Officer however it was determined that the changes did not address the harm caused by the bulk and massing of the buildings. HE noted that the *"alterations made to the scheme make only very minor changes to the massing and form of the buildings, and they will remain a large built insertion into the current green setting of grade II\* and grade II buildings and a registered landscape. This will cause some harm"*. Similarly, the Council's Conservation Officer has maintained her initial comments, citing the proposal would *"still harm the significance of the heritage assets due to its large scale, design and siting detracting from the characteristic landscape openness on the lower edges of the hill and drawing attention away from the group of listed buildings on the higher edges of the hill"*. Furthermore, the Conservation Officer notes the lower slopes of the hill, where the sports building is proposed, are characterised by low density development which allows the grand school buildings at the top on the hill to retain their intended prominence.

6.4.14 Paragraph 134 of the NPPF states *"Where a development proposal will lead to less than substantial harm to the significance of a designated heritage asset, this harm should be weighed against the public benefits of the proposal, including securing its optimum viable use"*. The onus is therefore placed on the Local Planning Authority to determine whether there are substantive public benefits to the scheme that outweigh the perceived harm of the Conservation Area and the setting of the Conservation Area. The proposals seek a new Sports and Science building. The Science building will be wholly located within the Conservation Area. The science building is required for educational purposes to meet the need of the increased demand for science subjects. The existing science buildings at the school are over 120 years old, as such they have become inadequate to meet the needs of modern requirements for science. Furthermore, the existing Science building is statutory Listed and therefore there are constraints in making further adaptations to the building. As such, the current school needs are unable to meet in the existing buildings which is further compromised by the increased curriculum demand. The new curriculum has increased the demand of all lab space which makes it extremely challenging for the school to operate in current conditions. It is considered that the applicant has sufficiently demonstrated the need for additional science space, which in turn presents a substantive public benefit consistent with paragraph 134 of the NPPF.

6.4.15 The proposed Science building is located further down the hill, but still within the Harrow School core. The building is part two and part three storey and is



located approximately 112m to the east of the Vaughan library at the top of the hill. Furthermore, the building is set approximately 15m lower from the buildings situated at the ridge and therefore does not compromise those buildings. The large school buildings located along the High Street retain their prominence due to the separation distance, in terms of length and height, from the proposed Science building. Furthermore, the mass of the proposed Science building is buried into the hill, which therefore gives it the appearance of a two storey building when viewed from the west. Whilst it is acknowledged that the proposed Science building is large, additional tree planting is proposed to minimise the impact of the building on the surrounding area.

- 6.4.16 The proposed sports building is located toward the base of the hill, approximately 152m to the east of the Vaughan Library. The building is located within the immediate setting of the Conservation Area. It is acknowledged that the building is substantial and does disrupt the openness toward the bottom of the hill. However, the proposals also include the demolition of the existing Sports building and Peel House which will contribute to the openness within the setting of the Conservation Area. Furthermore, the Sports building has been substantially built into the hill which gives it an appearance of a one storey building when viewed from the west elevation and a staggered three storey building when viewed from the north and south. The articulation and materiality incorporated into the design has helped soften the scale and impact of the building. The proposal uses a simplified palette of materials using some warmer grey multi base brick which helps the building blend into the surrounding landscape. This adds to the softening of the long distance views. In addition, the proposal includes a substantial amount of tree planting and around the buildings which further assimilates the building into the surrounding landscape.
- 6.4.17 It is noted that the HE and the Council's Conservation Officer have requested warmer tones and additional detailing which would sit harmoniously with the traditional red brick of the Listed Buildings at the ridge of the hill. However, given the separation distance between the buildings at the top of the hill and the proposed buildings, it is considered that a new standalone colour would be more suited at this location. Furthermore, it is considered that the red colour is likely to be more prominent in the surrounding landscape. It is under this context that warm grey tones would allow the buildings to be visually recessive and blend into the hill and surrounding landscape. Notwithstanding this, a condition will be added to the application ensuring that the final materiality, in particular the facing brick, will be further explored and decided in consultation with the Council's Conservation Officer and HE.
- 6.4.18 The Council's Conservation Officer as well as several members of the public have suggested that the proposed buildings could be located elsewhere on the site. It is noted that the applicants have carried out an extensive site analysis which included several locations within the school grounds. In particular, the site located at the corner of Kenton Road and Watford Road was viewed as potentially more suitable for the application proposals. However, this site was not included in the overall School masterplan as set out within the Harrow School SPD. Furthermore, whilst the site would be in a less sensitive area in terms of designations, it would nonetheless be a more prominent site which has the potential to harm the amenity of the neighbours. In addition, the site is located some distance away from the main Harrow School Core.

6.4.19 It is acknowledged that the proposal would secure enhanced facilities on the site and the NPPF are, of course, important material considerations. Furthermore, the community benefits to other schools throughout the borough and the local community are welcomed. However, the position of Historic England and the Council's Conservation Officer is clear that the proposal would amount to some harm. However in weighing up the harm against the public benefits, the Local Planning Authority considers the proposals to be acceptable in this regard.

#### 6.5 Locally Protected Views and Vistas

6.5.1 London Plan Policy 7.12 Implementing the London View Management Framework (LVMF) sets out the planning decisions criteria for the consideration of proposals affecting views designated in that Plan. None of the London Plan designated views relate to Harrow, however it is worthy of note here that the policy enables boroughs to apply the LVMF principles to the designation and management of local views. In 2012 the Mayor of London supplemented Policy 7.12 with the replacement London View Management Framework SPG. Harrow's Views Assessment was carried out in accordance with the methodology set out in the SPG and followed the principles of the parent London Plan Policy 7.12.

6.5.2 The importance attributed to Borough's local views is reflected by the inclusion in the Core Strategy spatial vision of a desire that views of St. Mary's Church, which is considered a distinctive local feature cherished by residents and visitors alike, are protected. To that end Policy CS1C undertakes to resist proposals that would harm identified views. Turning to the Core Strategy sub-area provisions, Policy CS3 Harrow-on-the-Hill and Sudbury Hill calls for St Mary's Church to continue to be recognised as an important landmark. St Mary's Church is located approximately 130m to the northwest of the site and is afforded protected views to its north east and west. Whilst the Church is in close proximity to the site, the protected viewing corridor is not interrupted by the application proposals.

6.5.3 Following the completion of the Harrow Views Assessment in 2012, 11 local views are identified for protection in the Local Plan and fall into three broad categories: protected views within an urban setting; protected medium range views from open space; and protected long range reviews from open space. A description of and visual management guidance for each view is given in provided at Schedule 3 of the Development Management Policies Local Plan document. The proposal would have a potential impact on the Capital Ring, Harrow School Playing Fields which is a protected view of the landmark St Mary's Church in accordance with LVMF methodology, this view has a narrow 'landmark viewing corridor' (shown in red in the Local Plan).

6.5.4 The Harrow Views Assessment incorporated policy recommendations and these have been written into the Local Plan. With cross references from various other parts of the Local Plan, Policy DM3 Protected Views and Vistas states that: 'Development within a landmark viewing corridor (shown in red) should not exceed the specified threshold height unless it would comprise world class architecture or display outstanding qualities either of which would result in the enhancement of the protected view'.

- 6.5.5 The Council's Conservation Officer has indicated concerns relating to the views from Harrow Park and the Listed Buildings concentrated on the ridge and upper edges of the hill. The Design and Access statement accompanying the application sets out the Visual Impact Assessment on the locally protected view and photomontages have been produced to show the predicted impact of the proposed development.
- 6.5.6 The Capital Ring viewing location is situated to the east of the application site within an extensive area of open space. It provides a view towards St. Mary's Church and Harrow-on-the-Hill. The view is deemed valuable because of the prominence of the St. Mary's and the Hill on the skyline and the attractive setting provided by the open space in the foreground of the view. The view is defined by a landmark viewing corridor in the westerly direction towards the Hill and by a wider setting consultation area to the northwest of the landmark viewing either side of the landmark viewing corridor.
- 6.5.7 The submitted Visual Impact Assessment (VIA) states that Computer Generated Images (CGI's) of key views have been accurately verified and photo matched. Furthermore, the VIA notes that the photos were taken in January 2016 when there was no deciduous foliage to offer screening and therefore the images are the proposals at their most exposed. The CGI's offer views from various angles particularly to the south and east of the site where the open spaces are situated.
- 6.5.8 The VIA demonstrates that when viewed from the Capital Ring, the proposed development does not breach the current skyline formed by St Mary's Church and Harrow on the Hill. Furthermore, the VIA has demonstrated that the long views from Harrow Park remain largely unaffected due to the proposed Sports Building being dug deep into the hill. Whilst the proposed sports and science buildings are visible, they are screened by existing and proposed tree planting. Significantly, the group of Listed Buildings at the top of the Hill remain unaffected and are fully viewable from the open spaces at the bottom of the Hill. The protected views from Football Lane is unaffected by the proposed development.
- 6.5.9 The proposed buildings are most prominent from the athletics track at the bottom of the hill. The Sports building can be seen directly whilst the Science building is largely obscured due to it's siting higher further up the hill. Significantly, the views toward the historic ridge at the top of the hill remain unaffected unless one stands within close proximity to the sports building. The demolition of the existing sports building will result in views toward the Modern Languages buildings to open up. Various views shown from the playing fields and the bottom of Music Hill demonstrate that the views to the historic ridge are not compromised.
- 6.5.10 Significantly, the view from the rear of the school Chapel is enhanced due to the axial stair opening up wider views toward the playing fields and beyond. Whilst views can currently be enjoyed from the rear of the Chapel the proposals brings forward a much improved viewing corridor which will not be interrupted by the proposed buildings as they are located over 100m away, further lower down the hill. The amendments to the scheme which have lowered the height of the climbing wall further enhance the views. Furthermore,

it is considered that the demolition of the existing Sports building and Peel House will also further enhance views from the top of the hill.

- 6.5.11 It is considered that the VIA has demonstrated that the proposed Sports and Science buildings would not intrude into the landmark viewing corridor and would not be detrimental to the view or detract from the prominence of St. Mary's and the Hill on the skyline. The elevation of Harrow on the Hill continues to be prominent and the Listed Buildings on the Hill, including St Mary's church, remain the focal point. The proposed new structures do not breach the current skyline formed by the buildings atop the Hill. Consequently, the viewer's ability to recognise and appreciate the landmark the subject of this protected view would be preserved. It is concluded that the policy objectives for the view would not be compromised.

## 6.6 Heritage Assets & Archaeology

- 6.6.1 The NPPF (Section 12) and London Plan Policy 7.8 Heritage Assets and Archaeology calls for development affecting heritage assets and their settings to conserve their significance. Core Strategy Policy CS1 D resists proposals that would harm the significance of heritage assets including their setting. Policy DM7 Heritage Assets of the Development Management Policies Local Plan document sets out detailed criteria for assessing the impact of proposals that affect heritage assets.
- 6.6.2 As previously highlighted, there are a number of sensitive allocations in and around the site including being partly located within an Archaeological Priority Area. This is a Local Plan designation and reflects the potential of sites within the zone to contain below ground archaeology associated with the archaeological priority area known as Historic Harrow.
- 6.6.3 Harrow on the Hill is thought to date back to the Saxon period, however the topography and its setting would suggest that there could be potential for earlier settlements. The Harrow School Conservation Area Appraisal notes that there have been important archaeological finds in the area over the years.
- 6.6.4 The Greater London Archaeological Advisory Service (Historic England) has advised that, notwithstanding that the site itself is beyond the reach of the designated archaeological priority area, a geophysical survey is required. Depending on the results, a field evaluation (excavation) is required prior to a decision being reached on the application. These requirements have been identified because of the large scale nature of the proposed works could result in extensive removal of previously unrecorded archaeological remains.
- 6.6.5 In response to Historic England the applicant has commissioned and supplied an Archaeological Evaluation Interim Statement, which took place between 4th and 8th July 2016. As part of the evaluation, ten trenches were dug and investigated. Natural London clay horizons were identified within all ten of the evaluation trenches. However, no archaeological remains were identified. There was no evidence from within these trenches that the school site had been heavily landscaped. Ground deposits were identified within all of the trenches mainly consisting of black gravels with redeposited natural and building material mixed in. Within trenches 8-10 the ground deposits continued to a depth of between 1.1m and 1.2m. Probable services not identified within

the service map were also identified. These were not investigated. They gave no reading on the Cable Avoidance Tool and may be drainage services. Within the area around trenches 1-7 a number of large trees stand, evidence of rooting was present across all seven of these trenches. Within trenches 1-3 modern made ground was identified cutting into the natural deposits which may represent disused paths as they consisted of gravels and tarmac chipping.

6.6.6 Significantly, no archaeological features were recorded. A copy of the report has been supplied to Historic England who have confirmed that the proposed development will not result in an archaeological impact and have confirmed that no further assessment or conditions are necessary. However there is potential for archaeological remains to exist within the vicinity and therefore any future proposals will need to address any archaeological matters in an appropriate manner.

6.6.7 It is therefore considered that the proposal is acceptable in terms of archaeology.

#### 6.7 Community Uses

6.7.1 All new sports facilities should be made available to the community and a community use scheme is required. It is important that the needs of the existing users are given careful consideration within the community use agreement, to ensure that they are able to use the proposed Sports Building. The Council should provide a copy of the community use agreement as soon as possible to the GLA to review and comment on.

6.7.2 Part C of the Policy states that new education development should make provision for community access to the facilities provided. A draft Community Use Agreement has been prepared by Council officers in dialogue with the applicant. The final details of the Community Uses will be presented to the Planning Committee as an addendum to this report.

6.7.3 In accordance with Policy DM 46 C, this Agreement should be secured through a section 106 Planning Obligation. Subject to such an agreement, it is considered that the proposal would not conflict with the relevant criteria set out in Local Plan Policy DM 46 and so should be supported in accordance with part B of that Policy.

6.7.4 Taking all of the above into account, it is considered that the evidenced need to ensure the continued provision for education facilities as set out in paragraph 72 of the NPPF are the material considerations that point to a decision other than in accordance with the development plan in this case. It is therefore recommended, on balance of these other material considerations, that planning permission may be granted.

#### 6.8 Residential Amenity

6.8.1 Policy 7.6 of The London Plan (2016) states that "Buildings and structures should not cause unacceptable harm to the amenity of the surrounding land and buildings, particularly residential buildings, in relation to privacy, overshadowing, wind and microclimate". Policy DM 1 of the Harrow

Development Management Polices Local Plan (2013) requires that: "All development and change of use proposals must achieve a high standard of privacy and amenity of neighbouring occupiers". "The assessment of the design and layout of proposals will have regard to: "the massing, bulk, scale and height of proposed buildings in relation to the location, the surroundings and any impact on neighbouring occupiers".

- 6.8.2 The proposed buildings would be located lower down the hill and therefore would not be visible from residential units located on the High Street or Peterborough Road. Furthermore, these units would be sited some 300m away. Similarly, the residential units on Kenton Road and Pebworth Road would be sited some 600m and 700m away respectively. 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 and loss of privacy and noise and disturbance. Furthermore, given the substantial distances between the residential properties and the application site, the proposal is not considered to be harmful to the visual amenities of nearby residents.
- 6.8.3 In summary, the proposal would accord with policy 7.6B of The London Plan (2016) and policy DM 1 of the Harrow Development Management Polices Local Plan (2013).

#### 6.9 Traffic, Parking, Access, Servicing and Sustainable Transport

- 6.9.1 The NPPF recognises that transport policies have an important role to play in facilitating sustainable development but also contribute to wider sustainability and health objectives. It further recognises that different polices and measures will be required in different communities and opportunities to maximise sustainable transport solutions will vary from urban to rural areas. The London Plan (2016) policies 6.3, 6.9, 6.10 and 6.13 seek to regulate parking in order to minimise additional car travel and encourage use of more sustainable means of travel and ensure that development proposals will not adversely impact on the transport capacity and the transport network, at both corridor and local level. This is further emphasised by core policy CS 1 R of the Harrow Core strategy (2012). Policy DM 42 of the Harrow Development Management Local Plan outlines the council's parking standards and cycle parking standards.
- 6.9.2 The proposals are unique in that despite a substantial increase in built floorspace, the pupil numbers at the school remain unchanged. Harrow School is a boarding facility and students are therefore likely to travel from far and wide on a termly basis rather than a daily basis. As the pupils are boarding and many of the staff members also live on site, there is very little traffic generated in the same way as mainstream schools meaning that the parking demand on a daily basis is mainly operational.
- 6.9.3 A new visitor parking area is proposed on Football Lane for 16 spaces including 4 disabled spaces adjacent to the Mathematics Schools. This is designed specifically for parents and visitors to Admissions and who need to access the main school buildings located on the High Street. Two additional disabled spaces will also be provided adjacent to the Maths and Physics Schools to address the existing shortfall of accessible disabled parking available across the School estate. Cycle parking will be provided adjacent to



the sports building for 6 cycles. An additional four cycle spaces will be provided adjacent to the dining halls service area. The Council's Highways Engineer reviewed the proposals and confirmed that the additional car parking spaces is a positive development located in accessible areas toward the top of the hill. The Highways Engineer who confirms that the proposals would bring forward benefits. It is noted that the School's own survey suggests that 3% of staff cycle to the school which would take up 10 cycle spaces. However, given the 318 full time staff, there would need to be an additional requirement for visitors using the Sports Building and therefore it is considered that the current level of cycle parking is inadequate. It is under this context that the Council's Highways Engineers has requested a condition to provide additional cycle spaces at the site.

- 6.9.4 The proposal also includes the re-routing of the access, egress and circulation arrangements within the school grounds. Access to the dining hall, grounds building and sports building will be provided from Garlands Lane. Other than for access to the new parking spaces and for occasional facility management, Football Lane will be formally closed off for vehicular access from the north west of the new core landscape route. Pedestrian access will be provided along Football Lane to the new Science and Sports buildings.
- 6.9.5 It is also proposed to improve the dining hall service yard by providing an efficient layout to improve the existing circulation arrangements. And an increase in parking provision to 13 spaces. An improved refuse area is proposed to be located immediately east of the dining hall. The dining hall service and refuse area will be screened from the adjacent Harrow park with new tree planting. The relocated Moretons MUGA will also be accessible by maintenance vehicles from the south of the dining hall.
- 6.9.6 The applicant has also submitted a Sustainable Travel Statement (Travel Plan). The school has expressed its commitment to encouraging sustainable travel, a commitment which will be tied into the S106 Agreement. The school have indicated that there is a high number of existing staff who travel by sustainable modes each day to and from the school. As part of the new proposals the current measures will continue together with the various new measures to encourage sustainable travel.
- 6.9.7 For the reasons outlined above, the transport impacts of the proposal are considered to be acceptable, having regard to the aims and objectives of Policies 6.3, 6.9, 6.10 and 6.13 of The London Plan, Core Policy CS 1 R of the Harrow Core Strategy, and Policies DM 42 and 43 of the Harrow Development Management Policies Local Plan (2013).
- 6.10 Energy, Sustainability and Climate Change Mitigation
- 6.10.1 Section 10 of the National Planning Policy Framework seeks to promote low carbon and renewable energy, including decentralised energy. This includes requiring local planning authorities to have a positive strategy to delivery low carbon and renewable energy infrastructure and for these matters to be considered as part of any planning application.
- 6.10.2 London Plan Policy 5.2 (Minimising Carbon Dioxide Emissions) requires new development to minimise carbon emissions in accordance with the energy

hierarchy of be lean (use less energy), be clean (supply energy efficiently) and be green (use renewable energy). The policy sets targets for carbon emission reductions, with a 40% reduction required relative to the 2010 Building Regulations for both residential and non-residential development (this is equivalent to a 35% reduction over the more recent 2013 Building Regulations). The policy outlines the requirements for energy statements and indicates that the carbon reduction targets should be met on-site.

- 6.10.3 Policy 5.5 (Decentralised Energy Networks) requires developers to prioritise connection to existing or planned decentralised energy networks where feasible, with Policy 5.6 (Decentralised Energy in Development Proposals) requiring the evaluation of the feasibility of Combined Heat and Power (CHP) systems in new developments and where such a system is appropriate, the examination of opportunities to extend the system beyond the boundary to adjacent sites. The policy also requires development to prioritise connection to existing heating and cooling networks, followed by a site wide CHP network, and lastly communal heating and cooling.
- 6.10.4 Policy 5.7 (Renewable Energy) requires new development to provide a reduction in expected carbon emissions through on-site renewable energy, where feasible. The supporting text to the policy indicates there is a presumption that the reduction achieved through on-site renewable energy will be at least 20%.
- 6.10.5 Harrow Local Plan policy largely cross-refers to the London Plan requirements with respect to carbon emissions [see Core Strategy Policy CS1 (T), Policies DM12 Sustainable Design and Layout, DM13 Decentralised Energy, and DM14 Renewable Energy Technology.
- 6.10.6 The Council has recently completed an Energy Masterplan that identifies two potentially viable district heat network clusters within the borough, including the 'Harrow South' cluster that includes the Harrow Metropolitan Centre and the Northwick Park Hospital / Westminster University Campus, approximately 800 metres from the development site.
- 6.10.7 The applicant has submitted an energy statement outlining the energy strategy for the development. A range of measures are proposed to reduce energy demand (the 'be lean' / first element of the energy hierarchy) including high-performance building fabric specifications, premium air handling unit (AHU) specifications, mechanically actuated windows with Building Management System (BMS) control, low temperature hot water (LTHW) circuits with variable speed pumping with multiple differential pressure sensors, and enhanced insulation to domestic hot water (DHW) pipework. Cooling of the buildings (where required) will be via borehole water, with the subsequent warmer water (approximately 17 degrees Celsius) to be placed in the swimming pool to balance the tank to provide top-up water to the pool with the elevated.
- 6.10.8 In terms of the 'be clean' element of the energy hierarchy, an onsite Combined Heat and Power (CHP) Engine will provide electricity and low-carbon heat. The gas CHP will have a 140kW heat output and will be supplemented with a 15 cubic metre thermal store; these will provide clean energy to both buildings. The energy centre also has space to allow future expansion to provide heat to other buildings onsite.



- 6.10.9 In terms of the 'be green' element of the energy hierarchy, the proposal includes 600 sqm of solar photovoltaic (PV) panels; these will be located on the screened roof area of the swimming pool.
- 6.10.10 The above measures are anticipated to achieve the London Plan target of a 35% reduction in carbon emissions relative to the 2013 Building Regulations and therefore meets the overall policy requirement. The energy strategy seeks to prioritise energy demand reduction measures first, with these almost achieving carbon emissions reductions better than that required by the 2013 Building Regulations (a modest 1.2% over), thereby almost meeting the London Plan preference that the emissions levels required by the Building Regulations are met through energy-efficiency measures alone. The GLA requested that the applicant seek further measures to reduce unwanted solar gains entering the building, as well as further energy efficiency measures, in order to achieve compliance with the 2013 Building Regulations through energy efficiency measures alone. Responses provided by the applicant have satisfied the GLA but the GLA has requested that a full overheating analysis is conditioned.
- 6.10.11 The proposed CHP achieves significant carbon emissions reductions (27.1%). Its provision is supported as it meets the policy requirement that communal heat and power networks are provided. It is accepted that there are currently no existing heat networks within the vicinity that connection should be prioritised instead of a new CHP. The GLA requested that the applicant should provide information such as the total site's heating load (MWh annually) as well as information on the management arrangements proposed for the system, including anticipated costs, given that the management and operation of small CHP systems can significantly impact their long term financial viability; this information has been provided to the satisfaction of the GLA.
- 6.10.12 The Mayor of London's Stage 1 referral response recommended discussions with the Council with respect to the work being undertaken in relation to a broader district heating network and the scope for the proposed development to connect to this. The applicant has contacted the Council as requested by the GLA and has been advised that whilst work undertaken by the Council to-date does not identify a potential connection to Harrow School such an option has not been specifically discounted by the Council. Based on discussions with the applicant regarding the development proposals and the School's aspiration for a heat network serving the broader school campus (not just the proposed Sports Centre and Science Building), the Council agrees with the GLA that it would seem prudent to explore whether the two networks could feasibly be connected. This potential will be considered in a forthcoming detailed feasibility study on the Harrow South Cluster. In the meantime the applicant has given a commitment to ensure the development is designed to allow future connection to any future district heating network. This commitment has been conditioned.
- 6.10.13 The proposed solar PV panels reduce carbon emissions by a further 11.7%, bringing overall carbon emissions to 37.7% relative to the 2013 Building Regulations, a reduction 2.7% greater than the 35% required by the London Plan. The GLA has also indicated that a detailed roof layout should be provided indicating the PV installation provision and this has been conditioned.

6.10.14 Additionally, a condition should also be applied requiring the safeguarding of an agreed route for infrastructure to the boundaries of the site to ensure that it would be technically feasible to connect the proposed on-site heat network to any future district-wide decentralised energy network. Furthermore, a planning obligation would include a commitment by the developer to make reasonable endeavours to co-operate with the Council (or its agent) to agree terms pursuant to a connection between the site-wide CHP system and a future district-wide decentralised energy network.

#### 6.11 Proposed Construction Activities and Mitigation

6.11.1 The construction works are programmed to take approximately 3 years, with a view to being fully completed in the summer of the 2020.

6.11.2 In order to mitigate the impact of construction vehicle movements the Council would recommend they are restricted during morning and evening peak hours. Measures to protect existing footways and marked pedestrian routes using barriers / signage, as appropriate should also be in place. In order to minimise the impact of traffic congestion, restricted access and space on site the majority of the staff and personnel involved in the project will travel to work by sustainable means of transport. It is anticipated that this trend will continue throughout the project duration.

6.11.3 Conflict between construction site traffic and public traffic / pedestrian movements will be avoided wherever possible. Given the schools operation as a boarding facility, it is not anticipated that there will be circulating or congregating at certain hours of the day. Furthermore a Construction Travel Plan will be created at the start of the project detailing all aspects of travel to and from the site including deliveries, personnel and visitors.

6.11.4 Site access is proposed to be from Watford Road with construction traffic restricted from using the High Street or Peterborough Road. The draft Transport Management Plan would encourage subcontractors, suppliers, etc. vehicles to approach the site from Watford Road; turning left to the site boundary into temporary road through the Playing Fields and then using the existing car park as a temporary contractor's compound. The vehicles exiting the site will then turn left under escort and direction of a banksman onto Watford Road and then the vehicles could join their preferred routes to e.g. A409, A4006 or A404.

6.11.5 There is access from Garlands Lane, Football Lane and Music Hill to the School and allocated car parking facilities. These accesses will continue to be used by staff, visitors, students, school operations, emergency services, etc.

6.11.6 The contractor must sign up to Harrow Council's Considerate Contractors Scheme, and develop a Construction Management Plan.

6.11.7 A framework Construction Logistics Plan is included as part of this planning submission and provides swept path analysis to confirm that construction vehicle access can be gained to the site, with the ability to turn on site and depart in forward gear. Any modifications required to the access way to facilitate the movement of construction vehicles to and from the school, will be

subject to agreement.

6.11.8 The Construction Logistic Plan has been reviewed by the Council's Highway Network Management team is considered acceptable. However, the Highways Management team have requested further detail on temporary access from Watford Road and wish to see fully detailed construction drawings, traffic management drawings and further clarification on the material set up of the construction phase. This has been requested via a planning condition. On the basis of the findings within the Transport Assessment and in the context of the guidelines it is not considered that there are any residual cumulative impacts in terms of highway safety or on the operational capacity of the surrounding transport network that should result in planning permission being withheld on transport grounds providing the mitigating measures are put in place.

#### 6.12 Flood Risk and Drainage

6.12.1 Both the London Plan and Harrow's Core Strategy seek to achieve greenfield rainwater run-off rates from new development through the integration and deployment of sustainable urban drainage systems. The objective is to help restore a more natural response to rainfall within river catchments, and to address/prevent localised surface water flooding. It is noted that the site is within a critical drainage area (CDA) as identified locally as a result of Harrow's Surface Water Management Plan (2012).

6.12.2 London Plan Policy 5.13 Sustainable Drainage sets out a hierarchy of sustainable drainage measures, with the aim of managing surface water run-off as close to source as possible. Policy DM 10 On Site Water Management and Surface Water Attenuation of Harrow's Development Management Policies Local Plan sets out the design and layout criteria for major development proposals. Both policies also cross-refer to the need for water consumption efficiency.

6.12.3 The applicant's FRA outlines the proposed surface water strategy for the site. A drainage design within the site, has been developed to limit the discharge to the Lake and existing ditch that runs to the east of the site to 12.9l/s/ha. This includes the provision of 460m<sup>3</sup> of storage and includes both interception storage in the porous pavements and attenuation storage. Further storage will be located within the School grounds to further attenuate flows. The Surface Water Drainage Strategy shows that flows from the development will be routed to this point via the existing drainage network and natural overland flow pathways. Flows that are discharged to the Lake will then subsequently outfall from the Lake into the Ducker Ditch and flow to the Ducker Cottage outfall from the site. Flows that discharge to the ditch to the east of the site will be routed via the existing culvert under Ducker Fields and the overland flow route. The storage has been located to make use of most appropriate land within the School ground and the existing flow paths.

6.12.4 The Environment Agency (EA) have been consulted on the proposals and confirmed that they have no objections. The EA however note that they are unable to provide detailed site-specific advice relating to land contamination and therefore appropriate land contamination conditions are appropriate to manage risks to human health and controlled waters from contamination at the site. This approach is supported by paragraph 109 of the NPPF. As such,

details relating to contamination will be conditioned accordingly.

6.12.5 Thames Water has also been consulted and have no objections to the proposals; they have however proposed some recommendations. These recommendations shall be included in the planning permission as an informative.

6.12.6 Detailed drainage plans have been submitted and the Council's Drainage team has not raised any concern regarding the non-separation of surface and foul water drainage systems. It is considered that a SUDS maintenance plan and details of measures for the efficient use of mains water can be secured as conditions of any planning permission.

### 6.13 Tree and Landscaping

#### *Trees*

6.13.1 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.

6.13.2 A detailed Arboricultural Impact Assessment survey has been submitted with the application. The document notes that the proposals would necessitate the removal of 92 group and individual trees. The loss of any existing trees is, of course, regrettable. However, the submitted impact assessment demonstrates that these are B and C grade trees. 29 Category B trees are to be removed and 63 Category C trees. No category A trees are affected by the proposals. These trees to be removed are therefore not of any significant amenity value, and consequently their loss, which is required to facilitate the development, is not considered to be unacceptable. Furthermore, the application proposes to mitigate this loss by providing 266 replacement trees. The Council's Tree Protection Officer has reviewed the proposals and noted that the trees to be removed are mainly B/C grade and provided the development is implemented exactly as per the recommended protection plan and method statement, there are no objections to the proposal.

6.13.3 Taking all of the above circumstances into account, it is considered that the loss of the grade B/C to facilitate the development is outweighed by the wider public benefit of the proposal, consistent with Policy DM 22.

6.13.4 All remaining trees, identified for retention, should be protected during the course of the construction works to ensure their survival. Details of protection measures should therefore be secured as a condition of any planning permission.

## *Landscaping*

- 6.13.5 Paragraph 58 of the NPPF states that planning decisions to ensure that developments are visually attractive as a result of, inter alia, appropriate landscaping. London Plan Policy 7.5 Public Realm seeks landscape treatment of the highest quality and calls for opportunities for greening to be maximised. Policy DM 22 Trees and Landscaping of the Development Management Policies Local Plan requires landscaping that: is appropriate to the character of the area; is well laid out; achieves a visual setting for buildings; provides sufficient space for new planting to grow; and supports biodiversity.
- 6.13.6 The proposals would be to change the landscape setting of Harrow School Chapel. The existing garden adjacent to the Chapel is a formal terraced garden area surrounded by more informal tree cover. The proposal is to change this by leading down from the Chapel terrace to the proposed sports and science block with a grand linear main axis footpath, broken up by steps, platform areas and opening up to a tier of landscaped character spaces and linking with the Athletics track.
- 6.13.7 The Council's Landscape Officer has acknowledged that the proposed Harrow School Sports and Science Block buildings would be "enormous in scale and massing and would be dominant and obtrusive in the landscape. The sports building would be particularly large and bulky in the landscape setting and the size and scale of the buildings would dominate the slope. It is notable, that the views looking directly up the slope, in a north west direction from the sports ground, where the massive buildings with terraces in front would be prominent in the landscape. The proposed buildings would be much larger than any of the other existing buildings that are on the hill, or at the lower hill levels. A landscape setting for the buildings has been designed with a proposed landscape strategy aiming to, as far as it could, provide softening for the vast buildings and incorporate and blend them into the surrounding hillside, as far as it would be possible".
- 6.13.8 The landscape proposals would enhance the existing landscape and create new habitats. Key features of ecological value, such as the existing orchard meadow, would be retained, protected and enhanced and additional new habitats and enhancements would be incorporated into the scheme. The proposed use of the structural landscape terraced walls and their associated new spaces and seating, piazza/ socialising/ drop off area, planting and biodiversity areas would all add interest to the scheme, breaking up and softening the hillside with trees and greenery. The proposed bog gardens and wet woodland not only create a new UK Biodiversity Action Plan Priority Habitat for Wet Woodland but also help to control peak stormwater runoff. In general the landscape strategy and indicative hard and soft landscape palettes would be welcomed.
- 6.13.9 During the course of the application, the scheme was amended to include additional tree planting to the west and north of the athletics track (along part of the south east elevation of the sports building) to soften and reduce the apparent width of the building. The proposed planting still allows for views out of the building for sports events. Additional tree planting is proposed in the wider estate to the south east of the building which would help to soften the views and break up the expanse of the building. The additional planting would

help, over time, to soften the views of the building from the registered landscape and close the views with a natural planted edge rather than hard edges of the building.

6.13.10 However, the Landscape Officer noted that the amended drawings show images of the proposed new tree planting as summer mature landscaping, when the trees would be at a much larger size than at time of planting and at a maximum screening effect. The original drawings showed the landscaping as young and in winter, whereas the second set of drawings are with mature (approximately 15 - 20 years years) summer tree planting. Consequently, it is a little misleading since the softening impact of the trees would appear even more, in the amended drawings than in the original images, where the trees were shown at a much smaller initial size and without leaves in winter. It would take several years for the trees to reach the heights shown in the second set of drawings. The amendments, adding more tree planting, would help over time to soften the views of the large sports building. The offsite trees would need to be retained in the wider landscape over future years, to ensure softening of the buildings. The buildings will however still remain visible from the sports grounds and wider landscape.

6.13.11 The landscape Officer has raised no objections to the proposed demolition of the existing sports building, and to the relocation of Moretons 5 a side (MUGA) and the new MUGA, improvements to the Dining Hall service area, including rationalisation of parking and pedestrian routes, the Pump House and the new parking adjacent Maths and Physics block.

6.13.12 Overall, the landscape strategy demonstrates a thoughtful approach to the site's existing soft landscape attributes, environmental & ecological considerations, and to the hard & soft landscaping requirements of the proposed sport and science buildings. Accordingly, it is considered that the general approach to landscaping is a positive one and is consistent with Policy DM 22. The Council's Landscape Architect has recommended that details be secured with regards to certain of the landscape matters and that a detailed planting plan is required. These matters, and implementation of the approved landscaping scheme, can be secured as conditions of any planning permission.

#### 6.14 Ecology and Biodiversity

6.14.1 At paragraph 118 the NPPF sets out the principles for conserving and enhancing biodiversity, which include resisting development that would: (i) cause significant harm that cannot be avoided, mitigated or compensated-for; or (ii) have an adverse effect on a Site of Special Scientific Interest (SSSI). Opportunities to incorporate biodiversity in and around developments are encouraged.

6.14.2 London Plan Policy 7.19 Biodiversity and Access to Nature echoes the need for development proposals to make a positive contribution to biodiversity, to protect statutory sites, species and habitats, and to help achieve Biodiversity Action Plan targets. Criteria for the Protection and Enhancement respectively of Biodiversity and Access to Nature are set out in Policies DM20 and DM21 of the Development Management Policies Local Plan document.



6.14.3 The applicant undertook a Phase 1 Ecological Survey in November 2015, which was subsequently updated in July 2015. The survey found nesting bird and bat roost potential at the site. However no bat roost evidence was found on site. There was no genuine value found for reptiles such as slow worms and/or grass snakes. Furthermore, there was very little potential for any great crested newts to be present around the site area.

6.14.4 The submitted Ecological Survey recommends a number of both bird boxes and bat boxes to be installed at the Harrow School Estate as compensation for the felling of some trees. This would ensure there is no net biodiversity loss from tree felling for example as well as the removal of some structures with roof potential.

6.14.5 The Council's Biodiversity Officer has indicated that he is broadly satisfied with the Phase 1 Ecological Survey and it is considered that the recommendations contained therein may be secured as a condition of any planning permission. The Biodiversity Officers also sought a commitment to planting apple trees and any other fruit trees that may encourage bat roosting. It is considered that these can be secured conditions.

#### 6.15 Land Contamination

6.15.1 London Plan Policy 5.21 Contaminated Land requires appropriate measures to be taken to ensure that the redevelopment of contaminated land does not activate or spread the contamination. Local Plan Policy DM 15 Prevention and Remediation of Contaminated Land requires the consideration of proposals on land known or suspected to be contaminated to have regard to: the findings of a preliminary risk assessment; the compatibility of the intended use with the condition of the land; and the environmental sensitivity of the site.

6.15.2 A Geotechnical and Geo-environmental Investigation Report, dated March 2016 has been submitted with the application. The Report considers a range of potential sources of contamination including unspecified ground workings and heaps between 1897 and 1949 and a garage/motor vehicle repair site to the south west of the site. The report concludes that no risks were identified however a condition is attached to the application for a strategy for unexpected contamination during the construction phase of the development.

6.15.3 The Council's Environmental Health Officer has confirmed that he is content with the findings of the aforementioned reports. Consistent with Policy DM 15, it is therefore considered that the proposed use is compatible with the condition and environmental sensitivity of the land.

#### 6.16 Environmental Impact Assessment

6.16.1 On 23<sup>rd</sup> November 2015 the Council carried out a screening opinion pursuant to the Town and Country Planning (Environmental Impact Assessment) (England) Regulations 2011 (as amended) for the application proposals in its entirety. The EIA screening opinion included the new science block, the replacement sports building, the landscape core, alterations to the perimeter road, improvements to the dining hall service yard and the relocation of Moretons Boarding House MUGA (P/5153/15).

- 6.16.2 The opinion concludes that the proposal development would not constitute EIA development and therefore an Environmental Statement would not be required.

## **7.0 CONCLUSION AND REASONS FOR APPROVAL**

- 7.1 For the reasons considered above and weighing up the Development Plan policies and proposals and other material considerations, this application is recommended for grant. Whilst noting the harmful impact on the Conservation Area, the wider benefits to both Harrow School and the wider community are considered to override these concerns in this instance.
- 7.2 It is recognised that the proposal raises legitimate local concerns about the MOL swap, impacts on the Conservation Area and its setting, impacts of the setting of the Listed buildings and Park, transport impacts, amenity, noise, flooding and landscape/nature conservation. Every effort has been made in the design and layout of the development to address these and, as explained in this report, it is recommended that a number of further mitigations be secured through a section 106 Planning Obligation and as conditions of planning permission. Subject to these and referral to the Mayor of London, it is recommended that planning permission be granted.



## CONDITIONS

### 1 Timing

The development hereby approved shall be begun before the expiration of three years from the date of this planning permission.

REASON : To comply with the provisions of section 91 of the Town and Country Planning Act 1990.

### 2 Approved Plans and Documents

Unless otherwise agreed in writing by the local planning authority, the development shall be carried out in accordance with the approved drawings:

P.05.01, P.05.02, P.05.10, P.05.11, P.10.02, P.10.11, P.10.14, P.10.17, P.10.25, P.11.01, P.12.01A, P.12.02A, P.12.10A, P.12.11A, P.12.12A, P.12.13A, P.12.14A, P.12.20A, P.12.21A, P.12.22A, P.12.23A, P.12.24A, P.12.25A, P.12.26A, P.12.27A, P.12.30, P.12.31, P.12.32, P.12.33, P.13.01A, P.13.04A, P.13.20, P.13.21, P.13.22, P.13.23, P.13.24, P.13.25, P.13.30, P.13.31, P.13.32, P.13.33, P.13.35, P.13.50, P.13.51, P.13.52, P.13.53, P.13.54, P.14.01A, P.14.10A, P.14.15A, P.14.16A, P.14.17A, P.14.18, P.14.25A, P.14.26A, P.14.30, P.14.31, P.14.32, P.14.33, P.14.34A, P.14.35A, P.14.40A, P.14.41A, P.14.42A, P.14.43A, P.14.44A, P.14.45A, P.14.46, P.14.47A, P.14.48, P.14.49A, P.14.50, P.14.51, P.14.52, P.14.53, P.14.54, P.14.55, P.14.60, P.14.65, P.14.70, P.28.10, P.28.11, P.28.12A, P.28.13A, P.28.14A, P.28.15, P.28.16A, P.28.17, P.28.22, P.28.30, P.28.31, P.28.32, P.28.33, P.28.35, P.28.36, P.110.01, P.110.02, P.110.03A, P.110.04A, P.110.05A, P.110.06A, P.110.07, P.110.08A, P.110.09A, P.110.10, P.110.11, P.110.12A, P.110.13, P.110.14A, P.110.15, P.110.23, P.110.24, P.110.25, P.110.26, P.110.28, P.110.29, P.110.32, P.110.34, Planning Statement by Paterson Planning (April 2016), Design & Access Statement by Rivington Street Studio (April 2016), Landscape Report by Rivington Street Studio & Tyrens UK (March 2016), Visual Impact Assessment Rev A by Rivington Street Studio (September 2016), Arboricultural Report by Arbol Euroconsulting (4 March 2016), Transport and Servicing Assessment; Transport Assessment by David Tucker Associates (4 April 2016), Energy Statement by Buro Happold Engineering (22 March 2016), Sustainability Statement by Buro Happold Engineering (24 March 2016), Heritage Statement by Rivington Street Studio (April 2016), Archaeological Impact Assessment by Wessex Archaeology (March 2016), Archaeological Evaluation Report by Wessex Archaeology (July 2016), Flood Risk Assessment and Drainage Report (including surface water strategy) by JBA Consulting, (March 2016), Statement of Community Involvement; Included within Planning Statement, Paterson Planning (April 2016), Draft Construction Logistics Plan by Buro 4, (March 2016), BREEAM Pre-assessment Report by Ingleton Wood (March 2016), Sustainable Travel Statement by David Tucker Associates (25 October 2016), Planning Application – Update by Rivington Street Studio (September 2016) Harrow School Civil & Structural Engineering Documentation (March 2016), Geotechnical & Geoenvironmental Investigation Report (March 2016)

REASON : To ensure that the development is carried out in accordance with the details submitted in the planning application.

3 Dust and Noise Management Plan

No development shall take place, including any works of demolition, until a dust, noise and vibration management plan has been submitted to, and agreed in writing by, the Local Planning Authority. The plan shall detail measures for the control and reduction of dust emissions, noise and vibration impacts associated with demolition, earthworks, construction and track out, and arrangements for monitoring air quality during construction. The development shall be carried out in accordance with the plan so agreed.

REASON : To ensure that measures are put in place to manage and reduce dust emissions, noise and vibration impacts during demolition and construction and to safeguard the amenity of neighbouring occupiers, in accordance with Policies 7.14 & 7.15 of the London Plan (2016) and Policy DM 1 of the Development Management Policies Local Plan (2013). To ensure that measures are agreed and in place to manage and reduce dust during the demolition and construction phases of the development, this condition is a PRE-COMMENCEMENT condition.

4 Demolition and Construction Waste Management Plan

No development shall take place, including any works of demolition, until a demolition and construction waste management plan, setting out arrangements for the handling of excavation, demolition and construction waste arising from the development, and to make provision for the recovery and re-use of salvaged materials wherever possible, has been submitted to and agreed in writing by the local planning authority. The development shall be carried out in accordance with the agreed plan or any amendment or variation to it as may be agreed in writing by the local planning authority.

REASON : To ensure that waste management on the site is addressed from construction stage and to promote waste as a resource, in accordance with Policy CS1 X of the Core Strategy (2012). To ensure that measures are agreed and in place to manage and re-use waste arising during the demolition and construction phases of the development, this condition is a PRE-COMMENCEMENT condition.

5 Demolition and Construction Logistics Plan

No development shall take place, including any works of demolition, until a revised construction and logistics plan, to include details on temporary access from Watford Road, detailed construction drawings and a traffic management plan, has been submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out in accordance with the agreed plan or any amendment or variation to it as may be agreed in writing by the local planning authority.

REASON: To ensure that the transport network impact of demolition and construction work associated with the development is managed in accordance with Policy 6.3 of the London Plan (2016). To ensure that measures are agreed and in place to manage and access and egress during the construction phases of the development, this condition is a PRE-COMMENCEMENT condition.

## 6 Tree Protection Measures

The development hereby approved shall not be commence until details of the means of protection of the trees, hedgerows and other existing planting to be retained within the site, and adjacent trees within adjoining sites, have been submitted to, and agreed in writing by, the local planning authority. The details shall include:

- a) arrangements for audited arboricultural monitoring of the site during the construction works;
- b) identification of root protection areas;
- c) the method of any excavation proposed within the root protection areas;
- d) the type, height and location of protective fencing; and
- e) measures for the prevention of soil compaction within the root protection areas.

The tree protection measures 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, in accordance with Policy DM 22 of the Development Management Policies Local Plan (2013). To ensure that measures are agreed for the protection of trees and tree roots during the demolition and construction phases of the development, this condition is a PRE-COMMENCEMENT condition.

## 7 Drainage

Notwithstanding the approved plans, prior to the commencement of the development hereby permitted, details for a scheme for works for the disposal of sewage, surface water and surface water attenuation and storage works on site as a result of the approved development shall be submitted to the local planning authority to be approved in writing. The development shall be completed in accordance with the approved details and shall thereafter be retained.

REASON: To ensure that the development has adequate drainage facilities, to reduce and mitigate the effects of flood risk and would not impact the character and appearance of the development, in accordance the recommendations of Core Strategy (2012) policy CS1, the NPPF and policies DM1, DM9 & DM10 of the Harrow Development Management Local Policies Plan (2013). Details are required prior to commencement of development to ensure a satisfactory form of development.

## 8 Drainage Maintenance

The development hereby permitted shall not commence beyond damp proof course level, a plan for the on-going maintenance of the sustainable drainage measures to be implemented across the development shall be submitted to, and agreed in writing by, the local planning authority. The plan shall thereafter be

implemented for the lifetime of the development, or any amendment or variation to the plan as may be agreed in writing by the Local Planning Authority.

REASON : To ensure that adequate measures for the control and disposal of surface water from the development are maintained on the site, in accordance with Policy 5.13 of the London Plan (2016) and Policies DM 10 of the Development Management Policies Local Plan (2013).

9 Building Appearance

Any telecommunications apparatus, extraction plant, air conditioning units and other plant or equipment that is required to be installed on the exterior of the buildings hereby approved shall be carried out in accordance with details that shall first have been submitted to, and agreed in writing by, the local planning authority, and shall be permanently retained as such thereafter. The details shall include siting, appearance, any arrangements for minimising the visual and (if relevant) odour impacts and any arrangements for mitigating potential noise or vibration.

REASON : To ensure that the development achieves a high standard of design and amenity; and to ensure that neighbouring occupiers are not exposed to unreasonable noise, disturbance and odour; in accordance with Policies 7.6 and 7.15 of the London Plan (2016) and Policy DM 1 of the Development Management Policies Local Plan (2013).

10 Design Detail Specifications

Notwithstanding the approved plans, prior to the commencement of development hereby permitted the following specifications shall be submitted to, and agreed in writing by, the local planning authority:

- a) the detailed design of all ramps, steps and pathways within the external areas of the development;
- b) the thresholds, door opening widths and landing areas at all entrances between the external areas of the development and the approved buildings; and
- c) the levels and layout of pedestrian route(s) between the parking areas within the site and the entrances of the approved buildings.

The development shall be carried out in accordance with the specifications so agreed, or any amendment or variation to them as may be agreed in writing by the local planning authority, and shall be permanently retained as such thereafter.

REASON : To ensure that the development contributes to the creation of a Lifetime Neighbourhood and an inclusive environment, in accordance with Policies 7.1 & 7.2 of the London Plan (2016) and Policy DM 2 of the Development Management Policies Local Plan (2013). To ensure that measures are agreed and in place in regard to the detailed design of internal and external areas prior to the demolition and construction phases of the development, this condition is a PRE-COMMENCEMENT condition.

11 Materials

Notwithstanding the plans and supporting documents hereby approved, prior to the commencement of the development beyond damp proof course level, details of the palette of materials and/or colours for all of the external surfaces have been submitted to, and approved in writing by, the Local Planning Authority. Details to be provided shall include two sample panels of approximately 2 metres by 2 metres to be provided on site, of typical parts of the building, showing the material finishes of all external surfaces including a sample window/s and door/s. The development shall be built in accordance with the approved details and shall thereafter be retained.

REASON: In order to mitigate the harm to character and setting of the heritage assets affected and to ensure that the development achieves a high standard of design in accordance with Policies 7.6 and 7.8 of the London Plan (2016) and Policies DM 1 and DM7 of the Development Management Policies Local Plan (2013).

12 Cycle Parking

Notwithstanding the approved plans the development shall not commence beyond damp proof course level, details to show improved secure cycle parking facilities on site shall be submitted to, and agreed in writing by, the local planning authority. 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 development achieves a high standard of design, and is safe & secure, in accordance with Policy 7.6 of the London Plan (2016) and Policies DM 1 and DM 2 of the Development Management Policies Local Plan (2013).

13 Hard Surface Materials

Before the hard surfacing hereby permitted is brought into use the surfacing shall EITHER be constructed from porous materials, for example, gravel, permeable block paving or porous asphalt, OR provision shall be made to direct run-off water from the hard surfacing to a permeable or porous area or surface within the curtilage of the site.

REASON: To ensure that adequate and sustainable drainage facilities are provided, and to prevent any increased risk of flooding in accordance with policy DM22 of The Development Management Policies Local Plan 2013.

14 Landscape Implementation

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, or the completion of the development, whichever is the sooner. Any existing or new trees or shrubs which, within a period of 5 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 in accordance with policy DM22 of The Development Management Policies Local Plan 2013.

#### 15 Landscape Strategy

Before any landscaping is carried out within the site, including any works preparatory to such landscaping, a scheme for the hard and soft landscaping of the whole site shall be submitted to, and agreed in writing by, the local planning authority. Details shall include:

- a) planting plans (at a scale not less than 1:100), written specification of planting and cultivation works to be undertaken and schedules of plants, noting species, plant sizes and proposed numbers / densities and an implementation programme;
- b) existing and proposed site levels, clearly identifying changes to landform;
- c) details of hard surface materials;
- d) details of all boundary treatment, including fences, means of enclosure and gates;
- e) detailed drawings and specifications of all levels, both existing and proposed; and
- f) detailed drawings and specifications of the proposed external lighting and flood lighting associated with the proposed MUGA.

The development shall be carried out in accordance with the scheme so agreed, and shall thereafter be retained.

REASON: To ensure that the development secures satisfactory hard and soft landscaping details for all parts of the site, in accordance with Policies DM 1 and DM 22 of the Development Management Policies Local Plan (2013).

#### 16 Landscape Management

A landscape management plan, including species numbers/locations, long term design objectives, management responsibilities and maintenance schedules for all communal landscape areas shall be submitted to, and approved in writing by, the local planning authority prior to the occupation of the development. The landscape management plan shall be carried out as approved. Details are required prior to occupation to ensure a satisfactory form of development.

REASON: To safeguard the appearance and character of the area, and to enhance the appearance of the development in accordance with policy DM22 of The Development Management Policies Local Plan 2013.

#### 17 Piling

No impact piling shall take place until a piling method statement has been submitted to, and agreed in writing by, the local planning authority. The statement shall detail the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure and the programme for works. All piling activities on the site shall be undertaken in accordance with the statement so agreed.

REASON To ensure that measures are agreed and in place to manage and re-use waste arising during the demolition and construction phases of the development, this condition is a PRE-COMMENCEMENT condition. : To ensure that sewerage infrastructure is safeguarded from potential damage in the interests of flood risk management and reduction, in accordance with Policy DM 9 of the Development Management Policies Local Plan (2013).

#### 18 Biodiversity Enhancements

Notwithstanding the approved plans the development shall not commence beyond damp proof course level, details of the provision of appropriate bird nesting boxes, bat roosting boxes/tubes and invertebrate habitat for the enhancement of biodiversity within the design of the buildings hereby permitted and the wider development area shall be submitted to, and agreed in writing by, the local planning authority. The details shall comprise:

- a) species catered for, number, location, orientation and type of bird boxes incorporated into or affixed to new buildings;
- b) number, location, orientation and type of bat boxes/tubes incorporated into or affixed to new buildings;
- c) number, location, orientation and type of bird and bat boxes affixed to appropriate trees; and
- d) location and form of invertebrate habitat i.e. log piles and stag beetle loggeries.

The development shall not be first used until the details so agreed have been implemented, and shall thereafter be retained.

REASON : To ensure that the development appropriately protects and enhances the biodiversity value of the site in accordance with Policy 7.19 of the London Plan (2016) and Policies DM 20 and DM 21 of the Development Management Policies Local Plan (2013).

#### 19 Contamination

Notwithstanding the details within the submitted Geotechnical and Geoenvironmental

Investigation Report (March 2016), in the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken and where remediation is necessary a remediation scheme must be prepared which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority

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 to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy 5.21 of the London Plan 2016 and Policy DM 15 of the Harrow Development.



20 Service Delivery

Prior to the occupation of the development hereby permitted, a full Delivery and Service Plan demonstrating safe vehicular access to and from the school dining hall, shall be submitted to and approved in writing by the Local Planning Authority. The Delivery and Service Plan thereby approved shall be adhered to thereafter.

REASON: To ensure that the development does not harm the safety and free flow of the routes within the development site, and safeguard the pupils from internal traffic movements, thereby according with policies DM1, DM42, DM43 and DM44 of the Harrow Development Management Policies Local Plan 2013. Details are required prior to occupation to ensure a satisfactory form of development.

21 Energy - Combined Heat and Power

The site wide heating system boiler(s) shall be installed and thereafter retained in accordance with a specification that shall first have been submitted to, and agreed in writing by, the local planning authority.

REASON : To ensure that the emissions from the combined heat and power system comply with the standards published at Appendix 7 of the Mayor of London's Sustainable Design & Construction supplementary planning document (2014) (or such appropriate standards as may supersede them) and that the development is consistent with the provisions of Policy 7.14 of the London Plan (2016).

22 Refuse Storage

The refuse and waste bins shall be stored at all times, other than on collection days, within the designated refuse storage areas as shown on the approved plans.

REASON: To enhance the appearance of the development and safeguard the character and appearance of the area, in accordance with policies 7.4.B of The London Plan 2016 and policy DM1 of The Development Management Policies Local Plan 2013.

23 MUGA Maintenance and Management

Prior to the use of the sports building and MUGA being brought into use, a management and maintenance scheme for the facility including management responsibilities, a maintenance schedule and a mechanism for review shall be submitted to and approved in writing by the local planning authority. The measures set out in the approved scheme shall be complied with in full, with effect from commencement of use of the sports building and MUGA.

REASON : To ensure that a new facility is capable of being managed and maintained to deliver facilities which are fit for purpose, sustainable and to ensure sufficient benefit of the development to sport.



24 Water Connectivity

The development hereby approved shall not be used until details of the measures to make efficient use of mains water within the school building and sports hall have been submitted to, and agreed in writing by, the local planning authority. The measures shall be implemented 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 development makes efficient use of mains water in accordance with Policy 5.15 of the London Plan (2016) and Policy DM 10 of the Development Management Policies Local Plan (2013).

25 Energy - Post Construction Assessment

Within 3 months (or other such period agreed in writing by the Local Planning Authority) of the first occupation of the development a post construction assessment shall be undertaken for each phase demonstrating compliance with the approved Energy Strategy and Sustainability Strategy which thereafter shall be submitted to the Local Planning Authority for written approval.

REASON: To ensure the delivery of a sustainable development in accordance with National Planning Policy Framework, policies 5.2.B/C/D/E of The London Plan 2016, policy D12 of the Harrow Development Management Policies Local Plan 2015.

26 Energy - Photo Voltaic Panels

The development hereby permitted shall not be first used until photo voltaic panels have been installed in accordance with a drawing showing the location, orientation and pitch of the photo voltaic panels that shall first have been submitted to, and agreed in writing by, the local planning authority. The panels shall thereafter be retained.

REASON : To ensure that the development makes appropriate provision for the minimisation of carbon dioxide emissions in accordance with Policy 5.2 of the London Plan (2016).

27 Energy - Emissions Savings

Unless otherwise agreed in writing by the Local Planning Authority, the development hereby approved shall be carried out in accordance with the proposals for emissions savings that are documented in the approved Planning Energy Statement - 033761 - Revision 01 (March 2016).

REASON : To ensure that the development makes appropriate provision for the minimisation of carbon dioxide emissions in accordance with Policy 5.2 of the London Plan (2016).

28 External Lighting

No external lighting shall be installed anywhere on the site until details of such lighting has been submitted and, and agreed in writing by, the local planning authority. Such details shall include:

- a) the siting, height and appearance of the proposed lighting and any associated mounting structures;
- b) the type and strength of luminance of the luminaires;
- c) isoline (lux) diagrams;
- d) times and controls of illumination;
- e) the measures proposed to reduce light pollution; and
- f) the measures proposed to ensure minimal UV light emittance of luminaires.

The external lighting shall be installed and thereafter retained in accordance with the details so agreed in writing by the Local Planning Authority.

REASON: To ensure that the development achieves a high standard of amenity in accordance with Policy 7.6 of the London Plan (2016) and Policy DM 1 of the Development Management Policies Local Plan (2013); to ensure that the development appropriately protects and enhances the biodiversity value of the site in accordance with London Plan Policy 7.19 and Local Plan Policies DM 20 and DM 21.

## 29 Energy - Overheating Analysis

The development hereby permitted shall not be occupied until a full overheating analysis has been to, and agreed in writing by, the Local Planning Authority and the development shall only be completed and operated in accordance with any approval.

REASON: To ensure that the development makes appropriate provision for the reduction in unwanted solar gains in accordance with Policy 5.9 of the London Plan (2016).

## INFORMATIVES

### 1 Policies

The decision to grant permission has been taken having regard to the policies and proposals in the London Plan and-or the Harrow Local Plan set out below, and to all relevant material considerations including any comments received in response to publicity and consultation, as outlined in the application report:

London Plan 2016:

Policies 3.18, 3.19, 5.2, 5.3, 5.4, 5.9, 5.12, 5.13, 5.15, 5.18, 5.21, 6.3, 6.9, 6.10, 6.13, 7.2, 7.4, 7.5, 7.6, 7.8, 7.14, 7.17, 7.19, 7.21, 8.2.

Harrow Core Strategy: CS1 A, B, C, F, G, R, U, X; CS3 A, C, D

Harrow Development Management Policies Local Plan (2013): DM 1; DM 3; DM 7; DM 9; DM 10; DM 12; DM 15; DM16; DM 20; DM 21; DM 22; DM 42; DM 43; DM 44; DM 45; DM 46; DM 47; DM 48; DM 49, DM 50.

Supplementary Planning Documents:

Planning Obligations 2013

Harrow School 2015

## 2 Compliance With Conditions

Compliance With Planning Conditions Requiring Submission and Approval of Details Before Development Commences

- You will be in breach of planning permission if you start development without complying with a condition requiring you to do something before you start. For example, that a scheme or details of the development must first be approved by the Local Planning Authority.
- Carrying out works in breach of such a condition will not satisfy the requirement to commence the development within the time permitted.
- Beginning development in breach of a planning condition will invalidate your planning permission.
- If you require confirmation as to whether the works you have carried out are acceptable, then you should apply to the Local Planning Authority for a certificate of lawfulness.

The applicant is advised to ensure that the highway is not interfered with or obstructed at any time during the execution of any works on land adjacent to a highway. The applicant is liable for any damage caused to any footway, footpath, grass verge, vehicle crossing, carriageway or highway asset. Please report any damage to [nrswa@harrow.gov.uk](mailto:nrswa@harrow.gov.uk) or telephone 020 8424 1884 where assistance with the repair of the damage is available, at the applicants expense. Failure to report any damage could result in a charge being levied against the property.

## 3 Community Safety

In aiming to satisfy the Community Safety condition(s) the applicant should seek the advice of the Borough Crime Prevention Design Advisors (CPDA). They can be contacted through the Crime Reduction Unit, Harrow Police Station, 74 Northolt Road, Harrow, Middlesex, HA2 ODN, tel. 020 8733 3465. It is the policy of the local planning authority to consult with the Borough CPDA in the discharging of this / these condition(s).

## 4 Groundwater Risk Management

A Groundwater Risk Management Permit from Thames water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures will be undertaken to minimise groundwater discharges into the public sewer. Permit enquires should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by e-mailing [wwriskmanagement@thameswater.co.uk](mailto:wwriskmanagement@thameswater.co.uk). Application forms should be completed online via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality).

## 5 Car Parking Pollutant Protections

Thames Water recommends that petro/oil interceptors be fitted in all car parking facilities. Failure to enforce the effective use of petrol/oil interceptors could result in oil polluted discharges entering local watercourses.

6 Waste Water Collection

Thames Water recommends the installation of a properly maintained fat trap on all catering establishments. It is further recommended, in line with best practice for the disposal of Fats, Oils and Grease, the collection of waste oil by a contractor, particularly to recycle for the production of bio diesel. Failure to implement these recommendations may result in this and other properties suffering blocked drains, sewage flooding and pollution to local watercourses.

7 Considerate Contractor Code of Practice

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, and in particular the limitations on hours of working.

8 Disabled Access

In June 2006 Harrow Council adopted two Supplementary Planning Documents: "Access for All" and "Accessible Homes", containing design guidelines for the provision of safe and convenient access for all disabled groups. Both documents can be viewed on the Planning pages of Harrow Council's website.

9 Party Wall Act

The Party Wall etc. Act 1996 requires a building owner to notify and obtain formal agreement from adjoining owner(s) where the building owner intends to carry out building work which involves:

1. work on an existing wall shared with another property;
2. building on the boundary with a neighbouring property;
3. excavating near a neighbouring building,

and that work falls within the scope of the Act. Procedures under this Act are quite separate from the need for planning permission or building regulations approval. "The Party Wall etc. Act 1996: Explanatory booklet" is available free of charge from: Communities and Local Government Publications, PO Box 236, Wetherby, LS23 7NB. Please quote Product code: 02 BR 00862 when ordering. Also available for download from the CLG website: <http://www.communities.gov.uk/documents/planningandbuilding/pdf/133214.pdf> Tel: 0870 1226 236, Fax: 0870 1226 237, Textphone: 0870 1207 405, E-mail: [communities@twoten.com](mailto:communities@twoten.com)

10 Secure By Design

The London Borough of Harrow seeks to encourage Secured by Design accreditation where appropriate. This is a national police initiative that is supported by the Home Office Crime Reduction & Community Safety Unit and the Planning Section of the DCLG. It is designed to encourage the building industry to adopt crime prevention measures to assist in reducing the opportunity for crime and the fear of crime, creating safer, more secure and sustainable environments. It is recommended that the applicant apply for this award. For additional information, please contact the Borough Crime Prevention Design Advisor through the Crime Reduction Unit, Harrow Police



Station, 74 Northolt Road, Harrow, Middlesex, HA2 ODN, tel. 020 8733 3465.

11 Pre-Application Engagement

Statement under Article 35(2) of The Town and Country Planning (Development Management Procedure) (England) Order 2015. This decision has been reached in accordance with paragraphs 187-189 of The National Planning Policy Framework. Pre-application advice was sought and provided and the submitted application was in accordance with that advice.

**Plan Numbers:**

P.12.01A Site Location Plan  
P.12.02A Site Plan  
P.12.10A Sports Plan - Level 0  
P.12.11A Sports Plan - Level 1  
P.12.12A Sports Plan - Level 2  
P.12.13A Sports Plan - Entrance Level to stair 2 & 3  
P.12.14A Sports Plan - Roof Level  
P.12.20A Sports Plan - Level 0  
P.12.21A Sports Plan - Level 1 - Part 1  
P.12.22A Sports Plan - Level 1 - Part 2  
P.12.23A Sports Plan - Level 2 - Part 1  
P.12.24A Sports Plan - Level 2 - Part 2  
P.12.25A Sports Plan - Roof Level - Part 1  
P.12.26A Sports Plan - Roof Level - Part 2  
P.12.27A Sports Plan - Entrance Level to stair 2 & 3  
P.12.30 Science Plan - Level 3  
P.12.31 Science Plan - Level 4  
P.12.32 Science Plan - Level 5  
P.12.33 Science Plan - Roof

P.13.01A Site Section AA  
P.13.04A Site Section DD  
P.13.20 Sports Section AA  
P.13.21 Sports Section BB  
P.13.22 Sports Section CC  
P.13.23 Sports Section DD  
P.13.24 Sports Section EE  
P.13.25 Sports Section FF  
P.13.30 Science section AA  
P.13.31 Science section BB  
P.13.32 Science section CC  
P.13.33 Science section DD  
P.13.35 Science section FF  
P.13.50 Sports Section NN  
P.13.51 Sports Section PP  
P.13.52 Sports Section RR  
P.13.53 Sports Section SS  
P.13.54 Sports Section TT

P.14.01A	Hillside Elevation in Context
P.14.10A	North Elevation in Context
P.14.15A	East Hillside Elevation at Athletics Track
P.14.16A	East Hillside Elevation through Pool
P.14.17A	East Hillside Elevation through Sports
P.14.18	East hillside elevation at Science
P.14.25A	South Elevation in Context
P.14.26A	South Elevation in Context at Buildings
P.14.30	West hillside elevation at top of hill
P.14.31	West hillside elevation at middle of hill
P.14.32	West hillside elevation at Science
P.14.33	West hillside elevation through Science
P.14.34A	West Hillside Elevation at Sports
P.14.35A	West Hillside Elevation through Sports
P.14.40A	Sports North Elevation
P.14.41A	Sports East Elevation
P.14.42A	Sports South Elevation
P.14.43A	Sports West Elevation
P.14.44A	Sports South East Elevation
P.14.45A	Sports South East Elevation at Trackside
P.14.46	Sports Dojo True North Elevation
P.14.47A	Sports Pavilion True North Elevation
P.14.48	Sports Pavilion True South & West Elevation
P.14.49A	Sports Climbing Wall True Elevations
P.14.50	Science East Elevation
P.14.51	Science West Elevation
P.14.52	Science North Elevation
P.14.53	Science South Elevation
P.14.54	Science True North Elevation
P.14.55	Science True South Elevation
P.14.60	Hillside Elevation in Context showing mature trees
P.14.65	North Elevation in Context showing mature trees
P.14.70	South Elevation in Context showing mature trees
P.28.10	Sports Detail Section - Pool South
P.28.11	Sports Detail Section - Pool East
P.28.12A	Sports Detail Section - Sports Hall South
P.28.13A	Sports Detail Section - Climbing Wall 1
P.28.14A	Sports Detail Section - Climbing Wall 2
P.28.15	Sports Detail Section - Entrance 1
P.28.16A	Sports Detail Section – Pavilion
P.28.17	Sports Detail Section - Sports Hall West
P.28.22	Sports Detail Section - Judo Dojo
P.28.30	Science Detail Section - East 1
P.28.31	Science Detail Section - East 2
P.28.32	Science Detail Section - East 3
P.28.33	Science Detail Section - West
P.28.35	Science Detail Section - North 1
P.28.36	Science Detail Section - North 2
P.110.01	View A: From Chapel Terrace looking East

P.110.02 View B: Long view from Southern edge of Harrow Park looking North  
P.110.03A View C: From Adjacent to Harrow Park Looking North  
P.110.04A View D: Far Side of the Athletics Track Looking Northwest  
P.110.05A View E: Far Side of the Pitches Looking Northwest  
P.110.06A View F: From Near Base of Football Lane Looking Southwest  
P.110.07 View G: From Capital Ring view point adjacent to the Watford Road  
P.110.08A View 1: Far Corner of the Athletics Track Looking West  
P.110.09A View 1 At Night: Athletics Track Looking West  
P.110.10 View 2: Along new cross-route from the South  
P.110.11 View 3: Along new cross-route from the North  
P.110.12A View 4: Across New Piazza to Sports Building Entrance  
P.110.13 View 5: From the Head Masters garden  
P.110.14A View 6: Up the New Axial Route to the Chapel  
P.110.15 View 7: From Moretons boarding house terrace

P.110.23 View C: From Adjacent to Harrow Park Looking North  
P.110.24 View D: Far Side of the Athletics Track Looking Northwest  
P.110.25 View E: Far Side of the Pitches Looking Northwest  
P.110.26 View F: From Near Base of Football Lane Looking Southwest  
P.110.28 View 1: Far Corner of the Athletics Track Looking West  
P.110.29 View 1 At Night: Athletics Track Looking West  
P.110.32 View 4: Across New Piazza to Sports Building Entrance  
P.110.34 View 6: Up the New Axial Route to the Chapel

P.05.01  
P.05.02  
P.05.10  
P.05.11  
P.10.02  
P.10.11  
P.10.14  
P.10.17  
P.10.25  
P.11.01

**Supporting Documents:**

Planning Statement by Paterson Planning (April 2016),  
Design & Access Statement by Rivington Street Studio (April 2016),  
Landscape Report by Rivington Street Studio & Tyrens UK (March 2016),  
Visual Impact Assessment Rev A by Rivington Street Studio (September 2016),  
Arboricultural Report by Arbol Euroconsulting (4 March 2016),  
Transport and Servicing Assessment; Transport Assessment by David Tucker Associates (4 April 2016),  
Energy Statement by Buro Happold Engineering (22 March 2016),  
Sustainability Statement by Buro Happold Engineering (24 March 2016),  
Heritage Statement by Rivington Street Studio (April 2016),  
Archaeological Impact Assessment by Wessex Archaeology (March 2016),  
Archaeological Evaluation Report by Wessex Archaeology (July 2016),  
Flood Risk Assessment and Drainage Report (including surface water strategy) by JBA Consulting, (March 2016),  
Statement of Community Involvement; Included within Planning Statement, Paterson Planning (April 2016),  
Draft Construction Logistics Plan by Buro 4, (March 2016), BREEAM Pre-assessment

Report by Ingleton Wood (March 2016),  
Sustainable Travel Statement by David Tucker Associates (25 October 2016),  
Planning Application – Update by Rivington Street Studio (September 2016)  
Harrow School Civil & Structural Engineering Documentation (March 2016)  
Geotechnical & Geoenvironmental Investigation Report (March 2016)



### APPENDIX 3: SITE PHOTOGRAPHS

Aerial View



View from dining hall toward the wider site area



View of wider site area from Harrow Park



View of location of north section of proposed Sports Building





View of location of southern area of proposed Sports Building



View of location of proposed Science building

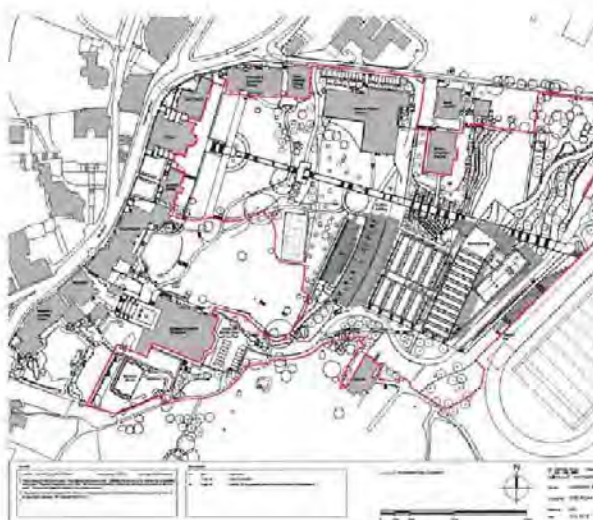


## APPENDIX 4: PLANS AND ELEVATIONS

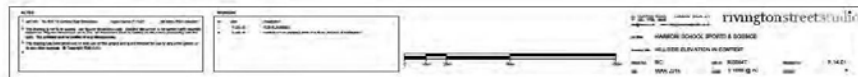
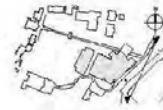
### Existing Site Plan



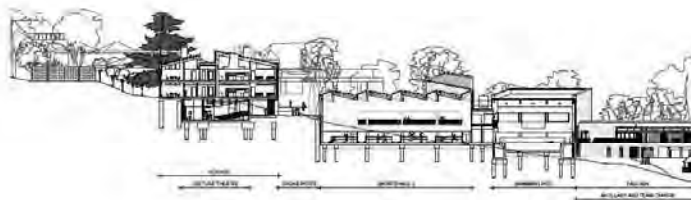
### Proposed Site Plan



Proposed East Hillside Elevation



Site section showing extent of buildings dug into the hill



Context north elevation





**APPENDIX 4: Views**

View from rear of Harrow school chapel



View from Harrow Park



View from Harrow School Playing fields



View from athletics track





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# Planning Committee

## ADDENDUM

**DATE: Wednesday 16 November 2016**



1/03	<p><b><u>Addendum Item 1:</u></b></p> <p>Page 56 – <b>REPLACE</b> LIST OF ENCLOSURES / APPENDICES with:</p> <p>Officer Report:  Part 1: Planning Application Fact Sheet  Part 2: Officer Assessment  Appendix 1 – Conditions and Informatives  Appendix 2 – Site Photographs  Appendix 3 – Plans and Elevations  Appendix 4 – Views  Appendix 5 – Community Uses Agreement</p> <p><b><u>Addendum Item 2:</u></b></p> <p>Page 87 – <b>ADD</b> a new paragraph 6.4.20</p> <p>6.4.20 The proposals have been presented to the Design Review Panel and have been reviewed by the Urban Design advisor. The panel acknowledge that Harrow School is made up of distinctive buildings, but all with similar texture. Furthermore, the hill has a distinctive urban texture, of a certain size and scale. The buildings are considered to respond to the urban texture of the existing group of buildings on the site. In addition, the buildings are dug into the hillside and therefore respond positively to the challenging topography of the site. The sports building is articulated in four different forms thereby reducing its visual mass. The climbing wall was initially considered overly tall in relation to the other buildings in the group, and a reduction in height and adjustment to the angle of the roof would allow it to relate to the sports hall roof more comfortably. The applicant's responded accordingly and the climbing wall was reduced by 1.4m. The proposed materials are considered to present a unified texture to the buildings but further detail will be required through a condition. It is under the above context that the Design Strategy is considered to be acceptable. Suitable planning conditions are attached to ensure that the final materials respond to the local vernacular, the greenery on the hillside and the heritage assets located on the hill.</p> <p><b><u>Addendum Item 3:</u></b></p> <p>Page 93 - <b>REPLACE</b> final sentence of paragraph 6.10.7 on with:</p> <p>Cooling of the buildings (where required) will be via borehole water, with the subsequent warmer water (approximately 17 degrees Celsius) used to provide top-up water for the pool.</p> <p><b><u>Addendum Item 4:</u></b></p> <p>Page 102 – <b>ADD</b> to page heading: APPENDIX 1 – Conditions and Informatives</p> <p><b>ADD</b> to CONDITION 2 – Approved Plans and Documents:</p> <p>P.90.10, P.90.11, P.90.12, P.90.20, P.90.21, P.90.22, P.90.25, P.90.26, P.90.27, P.90.28, P.90.30, P.90.32, Sustainability Development – Energy: Response to the</p>
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GLA by Buro Happold Engineering (21 September 2016)

**Addendum Item 5:**

Page 106 – **REPLACE** CONDITION 12 – Cycle Parking with:

Notwithstanding the approved plans the development shall not commence beyond damp proof course level, until details to show additional secure cycle parking facilities on site shall be submitted to, and agreed in writing by, the local planning authority. 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 development achieves a high standard of design, and is safe & secure, in accordance with Policy 7.6 of the London Plan (2016) and Policies DM 1 and DM 2 of the Development Management Policies Local Plan (2013).

**Addendum Item 6:**

Page 110 – **REPLACE** CONDITION 25 – Energy - Post Construction Assessment with:

Within 3 months (or other such period agreed in writing by the Local Planning Authority) of the first occupation of the development a post construction assessment shall be undertaken for each phase demonstrating compliance with the approved Energy Strategy and Sustainability Strategy (including the Sustainability Development – Energy: Response to the GLA, September 2016) which thereafter shall be submitted to the Local Planning Authority for written approval.

REASON: To ensure the delivery of a sustainable development in accordance with National Planning Policy Framework, policies 5.2.B/C/D/E of The London Plan 2016, policy D12 of the Harrow Development Management Policies Local Plan 2015.

**Addendum Item 7:**

Page 110 – **REPLACE** CONDITION 27 – Energy – Emissions Savings with:

Unless otherwise agreed in writing by the Local Planning Authority, the development hereby approved shall be carried out in accordance with the proposals for emissions savings that are documented in the approved Planning Energy Statement - 033761 - Revision 01 (March 2016) and the Sustainability Development – Energy: Response to the GLA (September 2016).

REASON : To ensure that the development makes appropriate provision for the minimisation of carbon dioxide emissions in accordance with Policy 5.2 of the London Plan (2016).

**Addendum Item 8:**

Page 111 - **REPLACE** to CONDITIONS – Condition 30 - to read:

30 Energy – Heating Network

Prior to the commencement of development, a strategy shall be submitted to and approved by the Local Planning Authority demonstrating that it would be technically feasible to connect the proposed heating network to any future district heating network in the vicinity of the development, should one become available. The strategy shall include details that ensure the provision of sufficient space within the energy centre for future plant, heat exchanges, connection points to generate, export and take heat, cooling and/or electricity, and details of how the development would connect to a future district heat network (including an agreed safeguarded route for infrastructure).

The development shall be carried out in accordance with the details so agreed and shall be retained as such thereafter.

REASON : To ensure that the development is able to provide an on-site energy centre which is capable of connecting to a site wide combined heat and power network and any future district-wide decentralised energy network, in accordance with Policies 5.5 and 5.6 of The London Plan (2015), Policy CS1.T of the Harrow Core Strategy (2012), and Policy DM13 of the Development Management Policies Local Plan (2013).

**Addendum Item 9:**

Page 116 – **ADD** to Plan Numbers:

P.90.10  
P.90.11  
P.90.12  
P.90.20  
P.90.21  
P.90.22  
P.90.25  
P.90.26  
P.90.27  
P.90.28  
P.90.30  
P.90.32

**ADD** to Supporting Documents:

Sustainability Development – Energy: Response to the GLA by Buro Happold Engineering (21 September 2016)

**Addendum Item 10:**

Page 118 – **REPLACE** Appendix 3 with Appendix 2

**Addendum Item 11:**

Page 121 – **REPLACE** Appendix 4 with Appendix 3

**Addendum Item 12:**

Page 126 – **ADD** Appendix 5 – Community Uses Agreement (as attached)

	<b>See Appendix A</b>

**APPENDIX A**

**Dated**

- 1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW**  
**and**  
**2) THE KEEPERS AND GOVERNORS OF THE POSSESSIONS REVENUES AND**  
**GOODS OF THE FREE GRAMMAR SCHOOL OF JOHN LYON**

**Community Use Agreement  
relating to the land known as  
Harrow School Sports Centre**



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**THIS AGREEMENT** dated

**BETWEEN**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW** of PO Box 2, Civic Centre, Harrow, HA1 2UH (the “**Authority**”); and
- (2) **THE KEEPERS AND GOVERNORS OF THE POSSESSIONS REVENUES AND GOODS OF THE FREE GRAMMAR SCHOOL OF JOHN LYON** of 5 High Street, Harrow on the Hill, HA1 3HP (the “**School**”)

together referred to as “**Parties**” and each as “**Party**”.

**BACKGROUND**

- A. Harrow School is an independent full boarding school for circa 830 boys aged 13 to 18. Since its formation in 1572, the School has expanded, developed and adapted to meet the demands of its changing academic and accommodation requirements.
- B. Harrow School is proposing to build a replacement for its existing, inadequate and ageing sports centre. Justification for the project is rooted in meeting the core educational requirements of the School with the new Facilities replacing all the existing ones, adding several new features needed to keep pace with curriculum demands as well as the leisure and games needs of the School.
- C. The new Facilities offer the opportunity to increase local community use by existing and new users including local schools, clubs, and the general public.
- D. This Agreement sets out the terms and conditions upon which the School agrees to provide access to the Facilities and use of the Facilities to other users in order to facilitate community use of the Facilities.

**1 INTERPRETATION**

1.1 In this Agreement the following definitions shall be used:

<b>"Academic Year"</b>	means that period beginning on 1 <sup>st</sup> September in any year and ending on 31 <sup>st</sup> August in the following year;
<b>"Authority's Nominated Representative"</b>	shall be as be as set out in Clause 10 of the Agreement;
<b>"Business Day"</b>	means a day (other than a Saturday or

	Sunday or a Public Holiday) on which banks are open for domestic business in the City of London;
<b>“Charges”</b>	means the charges levied upon the Permitted Users for the usage of the Facilities as determined in accordance with Clause 6.1 of this Agreement;
<b>“Commencement Date”</b>	means the 1 <sup>st</sup> September of the calendar year of first occupation of the new Sports Building;
<b>“Disclosure and Barring Service”</b>	means the service established on 1 <sup>st</sup> December 2012 by the merger of the Criminal Records Bureau and the Independent Safeguarding Authority pursuant to the Protection of Freedoms Act 2012 or any replacement service established from time to time;
<b>“Data Processor” and “Personal Data”</b>	shall have the meaning given to them under the Data Protection Act 1998;
<b>"Facilities"</b>	means the School's sports building located on the Property and including the facilities set out in Schedule 2;
<b>"Force Majeure Event"</b>	means any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including: <ul style="list-style-type: none"> <li>(a) acts of God, including fire, flood, earthquake, windstorm or other natural disaster;</li> <li>(b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;</li> <li>(c) acts of terrorism;</li> <li>(d) adverse weather conditions;</li> </ul>
<b>"Law"</b>	means any Act of Parliament or any European Community or other supra-national legislation or decree having (in

	either case) the force of law in the United Kingdom including any statutory modification or re-enactment for the time being in force and any order instrument plan regulation permission or direction made or issued under either or under any enactment deriving validity from either;
<b>"KPIs"</b>	means the manner in which the Facilities are made available by the School for the Permitted Uses by the Permitted Users as measured by reference to the criteria set out in Schedule 4;
<b>"Management Committee"</b>	means the management committee described in Clause 11;
<b>"Nominated Representative"</b>	see Clause 10
<b>"Permitted Uses"</b>	means use of the Facilities by the Permitted Users as detailed in Schedule 2 and Schedule 3;
<b>"Permitted Users"</b>	means any person or persons within one or more of the categories of Permitted User as detailed in Schedule 3 below of this Agreement;
<b>"Public Holiday"</b>	means Christmas Day, Good Friday or a day under the Banking and Financial Dealings Act 1971 which is a bank holiday;
<b>"Property"</b>	means the land and buildings known as the Harrow School Sports Building and shown edged red on the plan attached at Schedule 1;
<b>"School's Core Usage Times"</b>	means, throughout the calendar year :  All Weekdays: 0630-0830hrs; 1330-1830hrs; 2045-2200hrs  All Weekends: 1300-1900hrs
<b>"School's Nominated Representative(s)"</b>	shall be as set out in Clause 10 of the Agreement;

1.2 In this Agreement except where the context otherwise requires:

1.2.1 the masculine includes the feminine and vice-versa;

- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 a reference to any clause, sub-clause, paragraph, Schedule, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, recital or annex of and to this Agreement;
- 1.2.4 save where otherwise provided in this Agreement, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.2.5 any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted;
- 1.2.6 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.2.7 headings are for convenience of reference only and shall not affect the interpretation or construction of the Agreement;
- 1.2.8 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
- 1.2.9 any obligation on a Party to do any act matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done;
- 1.2.10 subject to any express provisions of this Agreement to the contrary, the obligations of either Party are to be performed at that Party's own cost and expense; and
- 1.2.11 the Schedules to this Agreement form part of the Agreement.

## **2 COMMENCEMENT AND DURATION**

- 2.1 Subject to the rights and obligations of the Parties in this Agreement, this Agreement shall take effect on the Commencement Date and subject to Clause 13 shall continue for 10 years.

### 3 AIMS

The Parties hereby agree to support the development and use of the Facilities in order to pursue the following aims:

- 3.1 To optimise the use of the Facilities outside the School's Core Usage Times by the Permitted Users for the Permitted Uses in accordance with this Agreement;
- 3.2 To provide affordable use of the Facilities to other local schools and to provide opportunities for local people and sports organisations to use the Facilities in accordance with Schedule 3.

### 4 INITIAL OPENING AND ONGOING ACCESS TO FACILITIES

- 4.1 The School shall ensure that the Facilities are made available for community use in accordance with this agreement no later than two months after the date of first occupation by the School of the Facilities.
- 4.2 The School shall make the Facilities partly or wholly available to community use outside the School's Core Usage Times for a **minimum of 1,300 hours per annum**, which include as follows: (i) hosting basketball and badminton training for the London Youth Games (1 x 2 hour session per week for 10 consecutive weeks each year for basketball and the same for badminton); and (ii) working with the Authority's Sports Development team to deliver initiatives in partnership with local sports clubs, sports organisations, Harrow CSPAN group, London Sport and Sport England (as defined in Schedule 3 below of this Agreement) use of the Facilities where use times can be agreed.
- 4.3 Subject to Clause 4.1 and 4.2, and in accordance with the provisions of Schedule 3, the School shall provide access to the Facilities to the Permitted Users for the Permitted Uses.
- 4.4 Subject to Clause 4.3 in the event of conflict during the School's Core Usage Times between the use of the Facilities for the purposes of the School's activities and the use of the Facilities by the Permitted Users, the use for the purposes of the School's activities shall take precedence.

### 5 BOOKINGS

- 5.1 The School shall be responsible for registering bookings of the Facilities by the Permitted Users. The School shall ensure that easy to use booking facilities are made available at reasonable times with a view to optimising community use of the Facilities outside of the School's Core Usage Times in accordance with this Agreement. For the avoidance of doubt the Authority will not be responsible for any part of the booking process for the Facilities.

- 5.2 The terms and conditions which the Permitted Users must accept when booking the Facilities including (without limitation) terms and conditions relating to any insurances which Permitted Users must procure must be reasonable for a sporting facility similar to the Facilities and which is available for use by the local community.
- 5.3 Permitted Users will be required to adhere to the School's Code of Conduct and Behaviour for the time being in force which shall be in a form which is reasonable for a sporting facility similar to the Facilities. For the avoidance of doubt prohibitions on smoking or the consumption of alcohol shall be deemed to be reasonable.
- 5.4 The Parties shall keep under review the opening and closing times of the Facilities having regard to user demand, feedback and maintenance requirements.

## **6 CHARGES**

- 6.1 The Authority acknowledges and accepts that the School will need to charge external users to cover the cost of running and maintaining the Facilities. The School recognises that well programmed usage of the Facilities has the added bonus of offering a sustainable business plan that may enable the School to subsidise the activity offered to some local schools and local organisations. The level of charge will depend on the facilities needed and whether provision is for all or partial use of the facilities and therein multiple, dual, or exclusive use. In line with some similar private schools with substantial sports centres offering significant community access, the proposed 'At Cost' rate inclusive of labour is 40% of the commercial rate which, for the current Sports Centre, equates to:

6.1.1 Pool@£40 per hour

6.1.2 Hall@£26 per hour

These figures are only indicative as they are based on the School's current sports facilities costs and not those in relation to the Facilities.

- 6.2 The Charges will be subject to annual review and may be adjusted accordingly each year with the agreement of the Parties (both acting reasonably and in good faith).

## **7 MAINTENANCE AND REPAIR OF THE FACILITIES**

- 7.1 The School shall at all times, during the term of this Agreement, keep and maintain the Facilities in a good and substantial state of repair and condition suitable for the Permitted Uses.



7.2 The School shall bear full responsibility for regular repair, maintenance, renewal, development and management of the Facilities.

## 8 LIABILITY OF THE SCHOOL

8.1 The School shall be liable to the Council for any properly mitigated losses the Council suffers or expenses that the Council may reasonably incur and which may arise, directly or indirectly, in consequence of the non-performance by the School of its obligations under this Agreement or any of its officers, employees, agents or sub-contractors. The liability of the School under this Clause 8.1 shall be subject to the provisions of Clause 8.2 and Clause 8.3.

8.2 The liability of the School under or in connection with this Agreement shall not exceed any limit of liability referred or stated in the terms and conditions referred to in Clause 5.2.

8.3 The liability of the School under or in connection with this Agreement shall not exceed £10,000,000.00 (ten million pounds) in total.

## 9 PAYMENT PROVISIONS

9.1 Subject to Clause 6 the Authority shall not pay the School any fees or charges for providing access to the Facilities in accordance with the terms of the Agreement.

## 10 NOMINATED REPRESENTATIVES

10.1 The Parties shall at all times have a person responsible for the relationship between the two organisations:

10.2 The Authority's Nominated Representatives are:

1. Patrick O'Dwyer - Divisional Director of Educational Services
2. Nasim Butt - Acting Head of Harrow School Improvement Partnership
3. Geraldine Gowans - Senior School Improvement Advisor

or such other individual as notified in writing in advance to the School.

10.3 The School's Nominated Representatives are:

1. The Operations Bursar
2. The Business Director of Harrow School Enterprises Ltd (HSEL)
3. The Director of Shaftesbury Enterprise

or such other individual as notified in writing in advance to the Authority.

## **11 THE MANAGEMENT COMMITTEE AND THE PROGRAMME OF USE**

- 11.1 A Management Committee will be established at least 3 months prior to the Commencement Date, with the purpose of 1) agreeing the Programme of Use for the Academic Year ahead and in doing so shall take into account Schedule 3 and the School's Core Usage Times; and 2) monitoring and reporting on this Agreement. Thereafter, the Management Committee will meet 3 months before the start of each Academic Year to do this.
- 11.2 Membership shall include representative(s) (or their nominee) from the Authority, the School and Harrow School Enterprises Limited (the management body for the Facility).
- 11.3 All decisions of the Management Committee shall require the agreement of both the School's and the Authority's representatives / nominees in order to be valid decisions.
- 11.4 To assist the Management Committee in the discharge of its functions, the School will make available:
- (a) records of bookings and hours of use by Permitted Users and other users;
  - (b) the number of Permitted Users using the Facilities;
  - (c) the number and nature of enquiries made direct to the School for the use of the Facilities;
  - (d) monitoring data related to performance against the KPIs during the previous Academic Year; the promotion and forward planning of development activities, at times suitable for the target groups;
  - (e) recommendations for any changes to charging rates, including supporting information where necessary; and
  - (f) details of any complaints or issues which have been reported to the School as a result of the use by Permitted Users in accordance with this Agreement.
- 11.5 The School shall permit all records referred to in this Clause 11 to be examined from time to time by the Authority's auditor and their representatives and other representatives of the Authority on reasonable prior written notice and at reasonable times.
- 11.6 The records referred to in this Clause 11 shall be retained for a period of six (6) years after the obligations of the School under this Agreement have come to an end.

## **12 KPIs**

- 12.1 The School will use its best endeavours to achieve the KPIs and will operate a system to enable assessment of the KPIs to be reported to the Management Committee.
- 12.2 If one or more of the KPIs are not met in any year the School will promptly assess the reasons for the failure and set this out in a report to the Management Committee together with a plan detailing the actions it intends to take in order to meet the KPI in the following year.
- 12.3 The KPIs will be reviewed annually by the Management Committee to ensure that they remain relevant and achievable having regard to the aims of this agreement. The Management Committee may make recommendations to the School and to the Authority as to variations to the KPIs provided that no such variation shall be effective unless documented in accordance with Clause 23.

### **13 FORCE MAJEURE AND TERMINATION OF THIS AGREEMENT**

- 13.1 A Party, provided that it complies with Clause 13.2, shall not be in breach of this Agreement, nor shall it be liable for any failure or delay in performance of any obligations under this Agreement arising from a Force Majeure Event.
- 13.2 In the event of a Force Majeure Event a Party shall:
  - 13.2.1 promptly notify the other Party in writing of the nature and extent of the Force Majeure Event and the effect or any likely effect of the Force Majeure Event on the performance of its obligations under this Agreement;
  - 13.2.2 use reasonable endeavours to mitigate the effect of the Force Majeure Event and shall carry out those of its obligations under this Agreement which are not affected by the Force Majeure Event in any manner that it is reasonably and legally able to do so and, subject to Clause 13.4, to resume the performance of those obligations under this Agreement affected by the Force Majeure Event as soon as reasonably possible after the Force Majeure Event has ended.
- 13.3 If a Force Majeure Event causes the Facilities to be unavailable for any of the hours specified in Schedule 3 then the School shall not be required to make the Facilities available for any additional hours in lieu thereof.
- 13.4 If any Force Majeure Event prevents a Party from performing all of its obligations under this Agreement for a continuous period in excess of twelve months, either Party may terminate this agreement on 10 Business Days' written notice.

- 13.5 Termination under Clauses 13.4 shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring before such termination.

#### **14 DATA PROTECTION**

- 14.1 The School shall (and shall procure that any of its staff involved in the provision of the Agreement) comply with any notification requirements under the Data Protection Act 1998 and both Parties will duly observe all their obligations under the Data Protection Act 1998, which arise in connection with the Agreement.
- 14.2 Notwithstanding the general obligation in Clause 14.1, where the School is processing Personal Data as a Data Processor for the Authority, the School shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and
- 14.2.1 provide the Authority with such information as the Authority may reasonably require to satisfy itself that the School is complying with its obligations under the Data Protection Act 1998;
- 14.2.2 promptly notify the Authority of any breach of the security measures required to be put in place pursuant to Clause 14.2; and
- 14.2.3 ensure it does not knowingly or negligently do or omit to do anything which places the Authority in breach of the Authority's obligations under the Data Protection Act 1998.
- 14.3 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

#### **15 EQUALITIES**

- 15.1 The School shall comply with the provisions of the Equality Act 2010 and all other relevant anti-discriminatory legislation and shall not unlawfully discriminate against any person directly or indirectly or by way of victimisation or harassment or subject any such person to a detriment within the meaning and scope of any law, enactment, order or regulation relating to discrimination.

## **16 HEALTH AND SAFETY**

- 16.1 The School shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff and other persons working on the Facilities in accordance with the terms and conditions of the Agreement.
- 16.2 The School shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Authority on request.

## **17 INSURANCE**

- 17.1 The School shall effect and maintain in force during the currency of this Agreement (or shall procure that it is maintained) public liability insurance and any insurance that is required to be maintained by law by the School or any party which it appoints to operate the Facilities.
- 17.2 The maintenance of any insurance policy by the School or by any other party referred to in Clause 17.1 shall not relieve the School of any liability it may have under this Agreement.

## **18 EMPLOYEE AND SUB-CONTRACTOR REQUIREMENTS**

- 18.1 The School (to the extent permitted by Law) shall procure that:
- 18.1.1 in respect of all potential staff or persons employed by or on behalf of the School in connection with the Facilities who may reasonably be expected in the course of their employment or engagement to have access to children are questioned concerning their convictions; and
- 18.1.2 only in the case of potential staff employed by or on behalf of the School who may reasonably be expected in the course of their employment to have access to children, the results are obtained or a check of the most extensive kind available is made with the Disclosure and Barring Service.
- 18.2 The School shall ensure that the Authority is notified of any person who, subsequent to their commencement of employment as a member of staff, receives a conviction or whose previous convictions become known to the School.

## **19 RELATIONSHIP OF PARTIES**

- 19.1 Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, shall constitute, or be deemed to constitute, a partnership between the Parties, or shall constitute any Party as the agent, employee or representative of the other.

## 20 DISPUTE RESOLUTION

- 20.1 If there is any dispute between the Parties arising out of or in relation to this Agreement ("Dispute") the Nominated Representatives shall work together in good faith to resolve the Dispute to the mutual satisfaction of the Parties.
- 20.2 If the Nominated Representatives cannot resolve the Dispute the Dispute shall be referred to the Chief Executive of the Authority and the Head Master of the School who shall work together in good faith to resolve the Dispute to the mutual satisfaction of the Parties.
- 20.3 If any dispute fails to be resolved by operation of Clauses 20.1 and 20.2 then either Party may notify the other that it wishes to attempt to settle the dispute by mediation, in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure 2001 (the 'Model Procedure') or such later edition as may be in force from time to time.
- 20.4 If the Parties do not agree on the identity of the Mediator then either Party may request CEDR to appoint one.
- 20.5 The procedure in the Model Procedure will be amended to take account of:
- 20.5.1 any relevant provisions in this Agreement; or
  - 20.5.2 any other agreement which the Parties may enter into in relation to the conduct of the mediation
- 20.6 Both Parties must:
- 20.6.1 use their best endeavours to ensure that the mediation starts within twenty [20] Working Days of service of the notice referred to in Clause 20.3 (above); and
  - 20.6.2 pay the Mediator's fee in equal shares.
- 20.7 Any agreement the Parties reach as a result of mediation shall be binding on both of them, as set out in the Model Procedure, but if the dispute has not been settled by mediation within ten 10 Working Days of the mediation starting then either Party may commence litigation proceedings (but not before then).

- 20.8 Neither Party shall be precluded by Clause 20.7 (above), from taking such steps in relation to court proceedings as either may deem necessary or desirable to protect their respective positions.

## **21 ASSIGNMENT AND SUB-CONTRACTING**

- 21.1 The School shall not be entitled to assign or charge the benefit of this Agreement or any rights thereunder except to any entity within its control.
- 21.2 The School may sub-let or sub-contract all or any part of its obligations under this Agreement to any entity within its control including sub-contracting the operation of the Facilities to Harrow School Enterprises Limited. Any such sub-letting or sub-contracting shall not relieve the School of any liability it may have under this Agreement.
- 21.3 The Authority shall not be entitled to assign or charge the benefit of this Agreement or any rights thereunder.

## **22 NOTICES**

- 22.1 Any notice required to be given under this Agreement may be delivered personally or sent by prepaid post or courier to the other Party at the address given at the beginning of this Agreement, or such other addresses as may be notified in accordance with this Clause 2 from time to time. Any notice so sent shall be deemed to have been duly given:
- 22.1.1 if sent by personal delivery or courier, on delivery at the address of the relevant Party;
- 22.1.2 if sent by first class post, 48 hours after the date of delivery.

## **23 REVIEW AND VARIATION**

- 23.1 No variation of or amendment to this Agreement shall bind either Party unless made in writing and signed by both Parties.
- 23.2 The Parties shall regularly review the use of the Facilities in accordance with this Agreement and in particular the terms and conditions of this Agreement and shall give due regard to any recommendations made by the Management Committee as to appropriate variations.

## **24 WAIVERS**

- 24.1 Failure of any Party to enforce or exercise, at any time or for any period, any term of this Agreement does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right to



enforce such term, or any other term contained in this Agreement, at a later date.

## **25 SEVERABILITY**

25.1 The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights.

## **26 ENTIRE AGREEMENT**

26.1 This Agreement constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement, except as expressly stated in this Agreement. Neither Party shall have any remedy in respect of any untrue statement made to it on which it has relied in entering into this Agreement unless such untrue statement was made fraudulently, and that Party's only remedies shall be for breach of contract as provided in this Agreement.

## **27 RIGHTS OF THIRD PARTIES**

27.1 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

## **28 GOVERNING LAW AND JURISDICTION**

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

## **29 COUNTERPARTS**

29.1 This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

Signed on behalf OF THE LONDON  
BOROUGH OF **HARROW** by

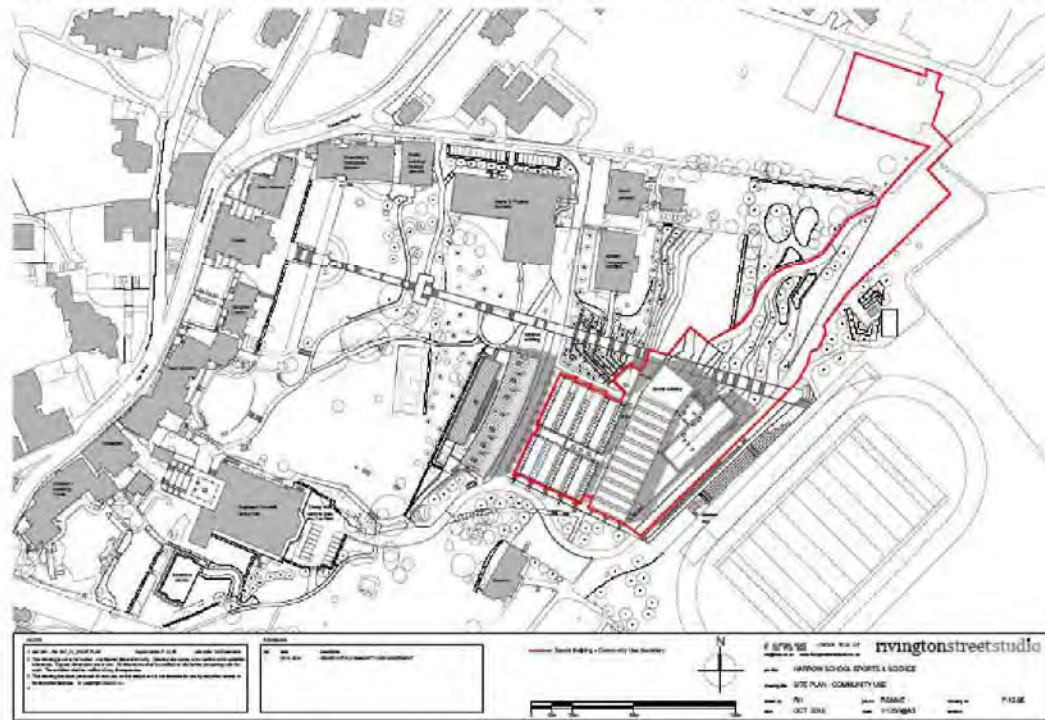
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Signed by **THE KEEPERS AND GOVERNORS OF  
THE POSSESSIONS REVENUES AND GOODS OF  
THE FREE GRAMMAR SCHOOL OF JOHN LYON** by

.....  
Governor

.....  
Governor

**SCHEDULE 1 – A PLAN OF THE SPORTS BUILDING WITHIN THE SCHOOL ESTATE**



## SCHEDULE 2 – THE FACILITIES

The proposed accommodation within the new Harrow School Sports Building to be constructed pursuant to planning permission ... dated ... and which consists of:

- A. 25m x 6 lane swimming pool
- B. 17m x 13m Training pool
- C. Contrast pools
- D. Wet and dry changing
- E. Sports hall # 1 (includes spectator seating)
- F. Sports hall # 2
- G. Climbing wall
- H. Fitness and performance suites
- I. Judo studio
- J. Club area
- K. Triage and Physiotherapy
- L. Field changing
- M. Officials and disabled changing
- N. Multi-purpose teaching space

### SCHEDULE 3 – PERMITTED USERS

Permitted User	Facility	Indicative Timings	Occurrence	Proposed Hours per Academic Year
Partner Primary Schools <sup>1</sup>	Swimming Pool and/or Sports Hall	1.5 hours per day Mon –Fri and occasional swimming galas	Partner Schools' term times	300
Partner Schools <sup>2</sup>	Swimming Pool and/or Sports Hall	1.5 hours per day Mon -Fri	Partner Schools' term times	300
Partner Schools <sup>2</sup>	Athletics Track & Sports Centre	Sports Days	Summer	80
National and Regional Organisations	Rugby, Cross Country Weightlifting and Basketball	Competitions	Occasional	60
Local Community	Sports Centre and Fields	World Sports Day	Occasional	10
Metropolitan Police Junior Citizenship Scheme	Sports Centre	8 mornings	Occasional	32
London Youth Games Training	Sports Hall & Athletics Track	2 x 2 hours per week over 10 weeks	Summer	40
Harrow Council Sports Development Initiatives <sup>3</sup>	Sports Centre	Training and competition	Season	110
Partner Organisations <sup>4</sup>	Sports Centre	Up to 4 hours per week , evenings and weekends	Calendar Year	200
Local Community Parents and Babies	Small Pool	2 hours each week	Year	90
National Organisations <sup>5</sup>	Hall, Classrooms, Performance Suite & Pool & Astro turf	Training Days	Occasional	100
Harrow School Sports Club <sup>6</sup>	Sports Centre Membership	As advertised	Year	Variable

Note: Where the term 'Sports Centre' is used, for the avoidance of doubt and in accordance with Clause 6.1 of the Agreement, it does not imply that the Permitted User will have access to the whole extent of the Facilities described in Schedule 2; appropriate partial use

of the Facilities by Permitted User will be determined by the Management Committee for each forthcoming year.

- <sup>1</sup> Current Partner Primary Schools include: Grange Primary; Roxeth Primary; St Anselm's RC Primary; St. George's Primary; Vaughan Primary; and Welldon Park Primary.
- <sup>2</sup> Current Partner Maintained Secondary Schools include: Harrow High School; St. Dominic's 6<sup>th</sup> Form College; Salvatorian College; Ruislip High School; Twyford Academy; and Whitmore High School.
- <sup>3</sup> Harrow Council's sports development initiatives will include community / local sports club projects, Harrow CSPAN programmes and partnership projects with London Sport or Sport England.
- <sup>4</sup> Partner Organisations currently include: Harrow Schools Improvement Partnership; Young Harrow Foundation; British Wheelchair Basketball; Red Balloon; JoLT; and the Metropolitan Police (Junior Citizenship Scheme).
- <sup>5</sup> National Organisations include the Rugby Football Union and Football Association.
- <sup>6</sup> Harrow School Sports Club (**HSSC**) is the membership body that provides access for the public to the School's Sports Facilities. The current number of HSSC members is over 1,000, including staff members. Membership to HSSC is also open to all members of the public. Membership includes use of the fitness suite and the swimming pool alongside other benefits such as group exercise classes, badminton and a discounted facility hiring.

#### SCHEDULE 4 - KEY PERFORMANCE INDICATORS

KPI	Annual target
Opening Hours	No facility activity area to be unavailable for public access during the Permitted Times on more than 3 occasions in each term (excluding unavailability for health and safety reasons or essential maintenance beyond the School's control or for agreed programmed closures)
Level of satisfaction with non School usage of facilities to be measured through annual survey conducted by the School	Minimum 90% of users satisfied or very satisfied with: a) availability b) booking system c) maintenance d) cleanliness
Increasing participation by target groups as identified by the Management Committee	Annual provision of information
Achievement of hours per academic year by permitted users	As indicated in Schedule 3 table and monitored by Management Committee.
Use of facilities by partner schools and organisations	Percentage of new primary school children using facilities / Percentage of new secondary school children using facilities.  Baseline to be set in first year of operation and target to be agreed by Management Committee.

## Agenda Item 9 – Representations on Planning Applications

<b>1/03</b>	Harrow School Sports & Science Buildings, off Football Lane	<p><b>Objector:</b> Paul Catherall, (Treasurer, Harrow on the Hill Trust)</p> <p><b>Applicant:</b> Jim Hawkins (Head of Harrow School)</p>
<b>1/04</b>	Jubilee House, Merrion Avenue, Stanmore	<p><b>Objector # 1:</b> Craig Kent, Resident</p> <p><b>Objector # 2</b> (The second objector's request is to be agreed by the Committee at the meeting): Dean Pereira, Resident</p> <p><b>Applicant:</b> Gavin Stein</p>
<b>1/05</b>	5–11 and 37-41 Palmerston Road and 27-33 Masons Avenue and Land Adjacent to 47 Masons Avenue, Harrow	<p><b>Objector:</b> Mr Khadim, Resident (this request was received after the deadline and is to be agreed by the Committee at the meeting)</p> <p><b>Applicant:</b> Simon Baxter/John Smyth</p>



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