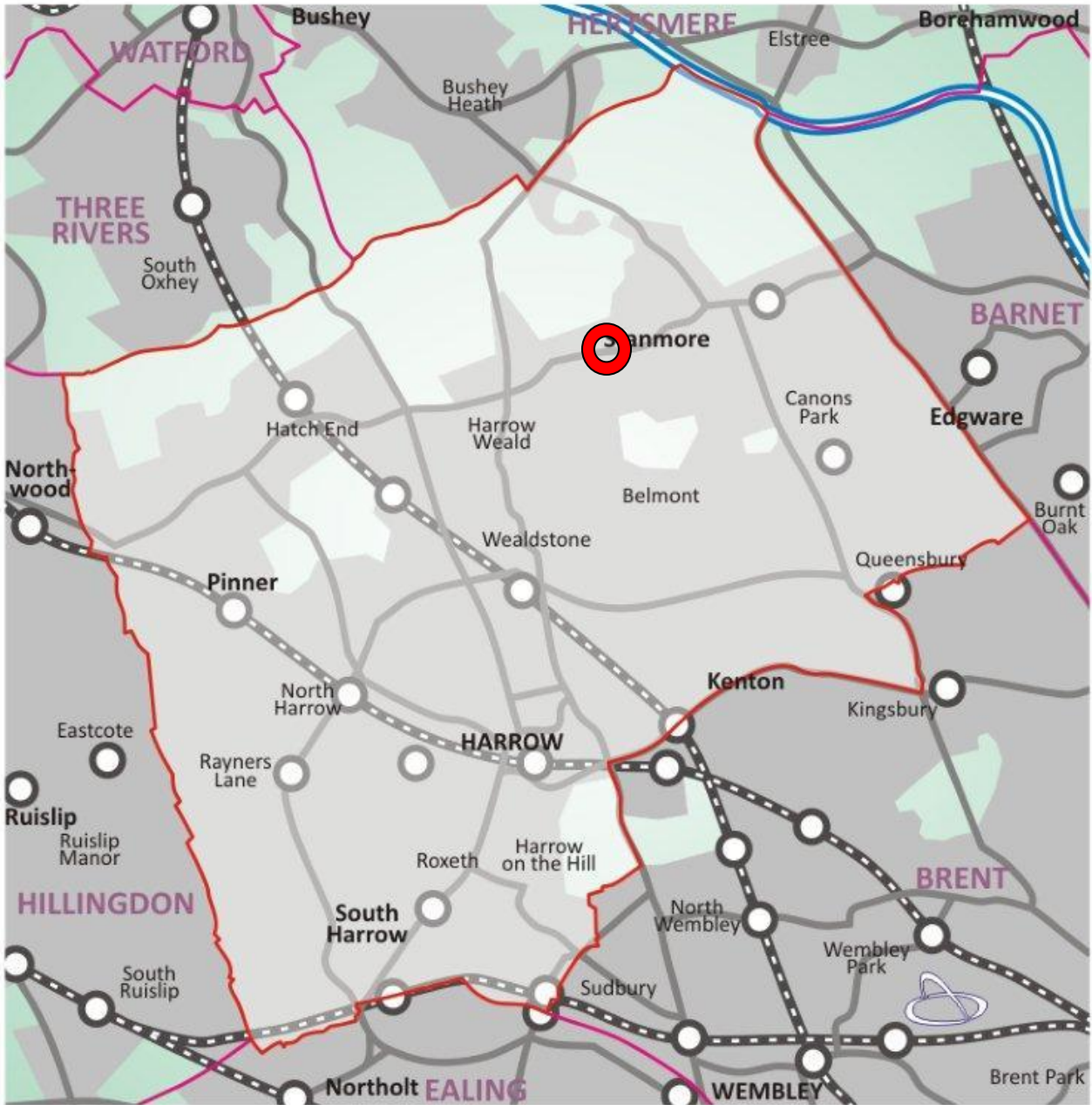
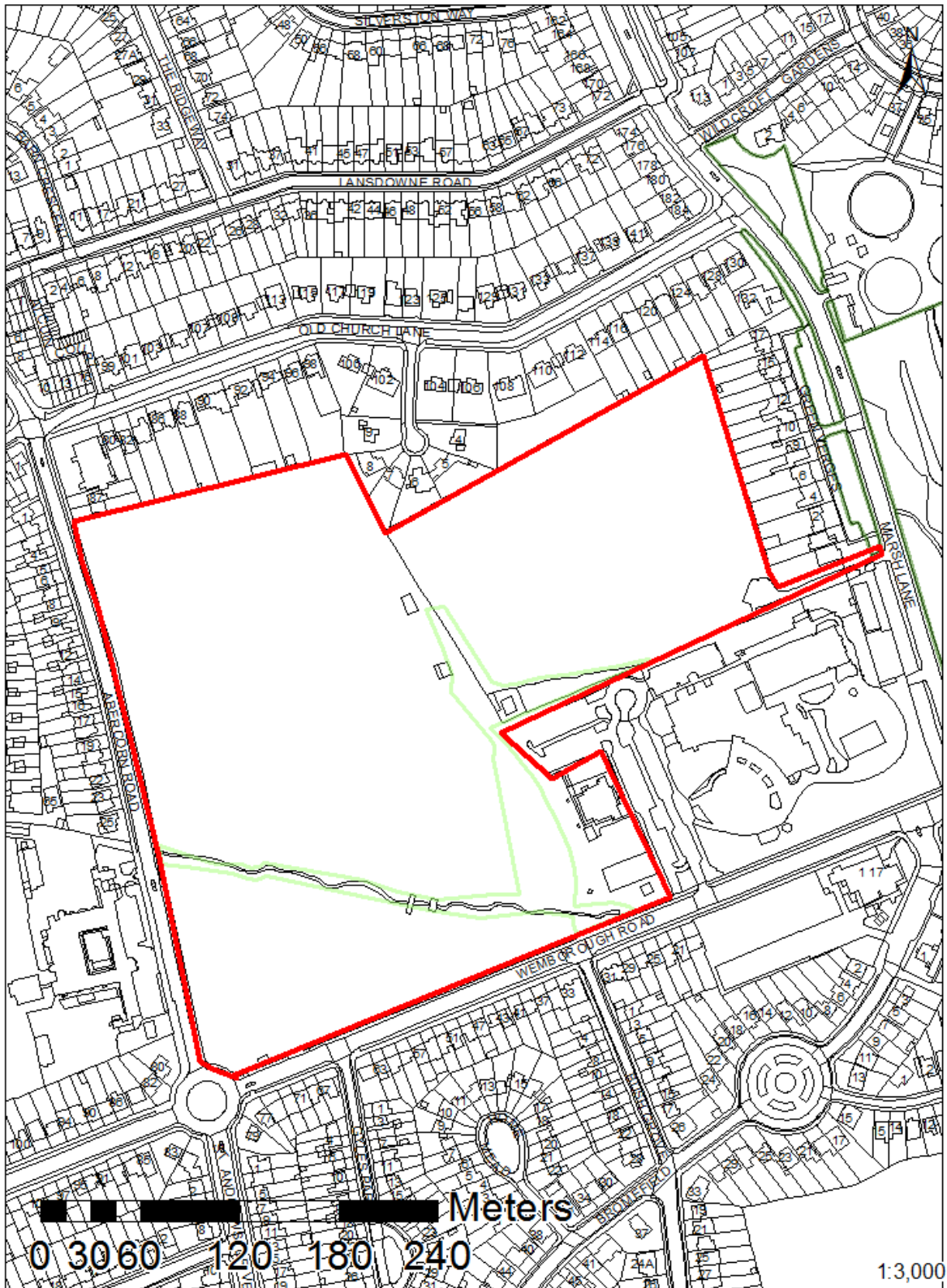


 = application site



Avanti House Secondary School, Wemborough Road	P/5528/17
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Avanti House, Wemborough Road, HA7 2EQ



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LONDON BOROUGH OF HARROW

PLANNING COMMITTEE

17th April 2019

APPLICATION NUMBER: P/5528/17
VALIDATE DATE: 09/02/2018
LOCATION: AVANTI HOUSE SECONDARY SCHOOL,
WEMBOROUGH ROAD, STANMORE,
WARD: BELMONT
POSTCODE: HA7 2EQ
APPLICANT: BOWMER & KIRKLAND
AGENT: DPP PLANNING
CASE OFFICER: NABEEL KASMANI
EXTENDED EXPIRY DATE: 31ST MAY 2019

PURPOSE OF REPORT

The Planning Committee resolved to grant the application at the Planning Committee meeting held on 13th February 2019, subject to the completion of a the Section 106 legal agreement. The Planning Committee also requested that the Community Use Agreement be submitted to a future meeting of the Planning Committee for approval.

This report is supplemental to the report considered by the Planning Committee on 13th February 2019 which sets out the details of the final Community Uses Agreement relating to the following proposal:

Construction of a Two and Three Storey Performing Arts Centre and Sixth Form Block

RECOMMENDATION

The Planning Committee is asked to:

Approve the Community Use Agreement

INFORMATION

The Community Use Agreement is reported to the Planning Committee on the request of Members during the Planning Committee meeting held on 13th February 2019

Statutory Return Type:	Largescale Major Development
Council Interest:	None
GLA Community Infrastructure Levy (CIL) Contribution (provisional):	n/a
Local CIL requirement (provisional):	n/a

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 – Community Uses Agreement
Appendix 2 – Committee Report 13/02/2019

APPRAISAL

The application was considered at the Planning Committee held on 13th February 2019 and a resolution to grant the application was passed, subject to the completion of a the Section 106 legal agreement. The Planning Committee also requested that the Community Use Agreement be submitted to a future meeting of the Planning Committee for approval. This supplementary report sets out the scope of the Community Uses Agreement.

The Community Uses Agreement (CUA) was developed in collaboration with the Council with the following aims;

1. maximise the use of the Facilities;
2. To provide free use of the Facilities to specified Permitted Users and to provide opportunities for use of the Facilities by local people and community organisations
3. To help deliver Harrow's Cultural Strategy, particularly the objectives to promote the celebration of the Arts and increase the number of people participating in the arts

As detailed in Schedule 1 of the appended draft CUA, the agreement would ensure that local charitable organisations (including Harrow Young Musicians) would benefit from a minimum of 16 free events per year in the Theatre and up to 100 hours of rehearsals outside school operating hours. Additionally, schools within the borough would have access to a minimum of 50 hours of use of the Theatre, subject to charges. The Theatre would also be available to any other users, as approved by the Trust, subject to charges.

Conclusion

The Community Use agreement has been developed in conjunction with the Council and would secure controlled use of the Theatre and multi-use hall by the local community. Members are therefore requested to agree the CUA.

Checked

Interim Chief Planning Officer	Beverley Kuchar	Yes
Corporate Director	Paul Walker	Yes

Appendix 1 – Draft Community Uses Agreement

Dated

2019

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

and

2) AVANTI SCHOOLS TRUST

**Community Use Agreement
Relating to the block known as the 6th Form Centre and Performing Arts Block**

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) **AVANTI SCHOOLS TRUST** (a company limited by guarantee with registered number 07506598) whose registered office is at Wemborough Road, Stanmore, Middlesex, HA7 2EQ (the **"Trust"**)

together referred to as **"Parties"** and each as **"Party"**.

BACKGROUND

- A. The Authority has granted planning permission to the Trust to build a 6th Form Centre, including an associated performing arts theatre.
- B. This Agreement sets out the terms and conditions upon which the Authority is granted access to the Facilities and use of the Facilities to provide and facilitate community use of the Facilities.

1. INTERPRETATION

In this Agreement the following definitions shall be used:

"Academic Year"	means that period beginning on 1 September in any year and ending on 31 August in the following year;
<u>"Booking Period"</u>	<u>means any school term designated in accordance with the Term Times;</u>
"Business Day"	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;
"Charges"	means the charges levied upon the Permitted Users for the usage of the Facilities;
"Commencement Date"	means the date of this Agreement;
"Disclosure and Barring Service"	means the service established on 1 st December 2012 by the merger of the Criminal Records Bureau and the Independent Safeguarding Authority pursuant to the Protection of Freedoms Act 2012;
"Data Controller", "Data Processor" and "Personal Data"	shall have the meaning given to them under the Data Protection Act 1998;
"Facilities"	means the theatre and multi-use hall within the 6 th Form Centre;
"Force Majeure Event"	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:

- (a) acts of God, including fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) acts of terrorism;
- (d) adverse weather conditions;

"Law"

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;

Permitted Hours

Means the following times

- a) 8.00am to 11.00pm Monday-Thursday during school days
- b) 9.00am to 12.00am (midnight) on on any other day

"Permitted Uses"

means use for any community, cultural and other such uses falling within sui generis (Theatre) or D1 or D2 use class;

"Permitted Users"

means any person or persons who use the Facilities in accordance with the Permitted Uses and as detailed in Schedule 1;

Planning Permission

Means planning permission [] dated [] 2019 granted by the Authority (acting in its statutory capacity as Planning Authority to enable the construction of the 6th Form Centre and Performing Arts Block and associated works

"School"

means the free school operated by the Trust from the Property;

"School's Activities"

means the School's timetabled activities as

amended from time to time) [which comprise uses of the Facilities;](#)

In this Agreement except where the context otherwise requires:

the masculine includes the feminine and vice-versa;

the singular includes the plural and vice versa;

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;

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;

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;

a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;

headings are for convenience of reference only and shall not affect the interpretation or construction of the Agreement;

words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;

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;

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

the Schedule to this Agreement form part of the Agreement.

2. COMMENCEMENT AND DURATION

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 13.3 shall continue for 15 years.

3. AIMS

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

To maximise the use of the Facilities;

To provide free use of the Facilities to specified Permitted Users and to provide opportunities for use of the Facilities by local people and community organisations.

3.3 To help deliver Harrow's Cultural Strategy, particularly the objectives to promote the celebration of the Arts and increase the number of people participating in the arts.

4. ACCESS TO FACILITIES

The School and Authority will work in the spirit of cooperation to ensure that the above mentioned aims are achieved and that the utilisation of the Facilities is kept under review.

In the event of conflict 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

The Trust shall be responsible for accepting bookings of the Facilities by the Permitted Users;

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 facility similar to the Facilities.

Permitted Users will be required to adhere to the Trust's Code of Conduct and Behaviour for the time being in force which shall be in a form which is reasonable for such a facility similar to the Facilities and for the avoidance of doubt restrictions on smoking or the consumption of alcohol or non-vegetarian food products shall be deemed to be reasonable.

6. MAINTENANCE AND REPAIR OF THE FACILITIES

The Trust shall at all times during the term of this Agreement bear full responsibility for regular repair, maintenance and management of the Facilities which will include but not be limited to:

keeping the Facilities clean and tidy and in a state of repair suitable for the Permitted Uses;
effectively managing the Facilities in accordance with the terms of this Agreement.

7. INDEMNITY

The Trust shall be responsible for, and shall release and indemnify the Authority, its employees, agents and contractors on demand from and against all liability for:

death or personal injury;
loss of or damage to property real or personal belonging to the Authority or for which it is responsible pursuant to this Agreement; and
third party actions, claims, demands, costs, charges and expenses;

which may arise, directly or indirectly, in consequence of the performance or non-performance by the Trust of its obligations under this Agreement or any of its officers, employees, agents, subcontractors and/or invitees.

8. PAYMENT PROVISIONS

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

9. NOMINATED REPRESENTATIVES

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

The Authority's Nominated Representative is the Cultural Development Manager (CDM) or such other individual as notified in writing in advance to the Trust.

The Trust's Nominated Representative is the Estates Manager or such other individual as notified in writing in advance to the Authority.

10. REPORTS AND RECORDS

The Trust shall provide the Authority upon request a written report on the provision of the use by Permitted Users of the Facilities in the previous quarter. The report shall include analysis of:

number of Permitted Users using the Facilities in accordance with this Agreement;

details of any complaints or issues which have been reported to the Trust as a result of the use by Permitted Users in accordance with this Agreement.

11. REVIEW MEETINGS

The Parties' respective Nominated Representative shall meet as required by either Party (acting reasonably) to discuss the use of the Facilities in accordance with this Agreement.

12. FORCE MAJEURE

A party, provided that it has complied with Clause 12.2, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from a Force Majeure Event.

Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

it promptly notifies the other parties in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

it has used reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

It any Force Majeure Event that prevents either party from performing all of its obligations under this Agreement prevails for a continuous period in excess of three months, either party may terminate this agreement on 10 Business Days written notice. Termination under this Clause 12.3 shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring before such termination.

13. EQUALITIES

The Trust 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.

14. HEALTH AND SAFETY

The Trust 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.

The Trust 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.

15. INSURANCE

The Trust shall effect and maintain in force with a reputable insurance company, including but not limited to, the following insurances throughout the term of the Agreement to cover the losses and liabilities the Trust has arising from or breach of this Agreement:

Employer's Liability Insurance – minimum level of cover required: £1 million in any one event;

Public Liability Insurance – minimum level of cover required: £1 million in any one event;

Professional Indemnity Insurance - minimum level of cover required: £1 million in any one event;

The Trust shall be fully responsible for any excesses, deductibles and/or increases in premia costs due to any claims being made against any of the insurances taken by the Trust.

The Trust shall supply to the Authority on demand copies of the insurance policies maintained under this clause. The provisions of any insurance or the amount of cover shall not relieve the Trust of any liabilities under this Agreement.

16. RELATIONSHIP OF PARTIES

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.

17. DISPUTE RESOLUTION

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.

If the Nominated Representatives cannot resolve the Dispute the Dispute shall be referred to the Chief Executive of the Trust and the Head of Paid Service of the Authority who shall work together in good faith to resolve the Dispute to the mutual satisfaction of the Parties.

If any dispute fails to be resolved by operation of Clauses 17.1 and 17.2 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.

If the Parties do not agree on the identity of the Mediator then either Party may request CEDR to appoint one.

The procedure in the Model Procedure will be amended to take account of:

any relevant provisions in this Agreement; or

any other agreement which the Parties may enter into in relation to the conduct of the mediation

Both Parties must:

use their best endeavours to ensure that the mediation starts within twenty 20] Working Days of service of the notice referred to in Clause 17.3 (above); and

pay the Mediator’s fee in equal shares.

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).

Neither Party shall be precluded by Clause 17.7 (above), from taking such steps in relation to court proceedings as either may deem necessary or desirable to protect their respective positions.

18. ASSIGNMENT AND SUB-CONTRACTING

The Trust may not assign, sub-let the whole or sub-contract all or any part of any benefit of or interest, right or licence in or arising out of this Agreement.

The Authority shall not be entitled to assign or charge the benefit of this Agreement.

This Agreement shall be binding on and shall endure to the benefit of the Trust's successors in title to the Property.

19. NOTICES

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 from time to time. Any notice so sent shall be deemed to have been duly given:

if sent by personal delivery or courier, on delivery at the address of the relevant Party;

if sent by first class post, 48 hours after the date of delivery.

20. VARIATION

No variation of or amendment to this Agreement shall bind either Party unless made in writing and signed by both Parties.

21. WAIVERS

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.

22. SEVERABILITY

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.

23. ENTIRE AGREEMENT

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.

24. RIGHTS OF THIRD PARTIES

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

25. GOVERNING LAW AND JURISDICTION

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.

26. COUNTERPARTS

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 out at least one counterpart.

EXECUTED AS A DEED as)
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF **HARROW** was)
hereunto affixed in the presence of:)

.....
M^rayor

.....
Authorised Officer

EXECUTED AS A DEED as)
AVANTI SCHOOLS TRUST)
acting by two directors or)
by a director and its secretary:)

.....
Director

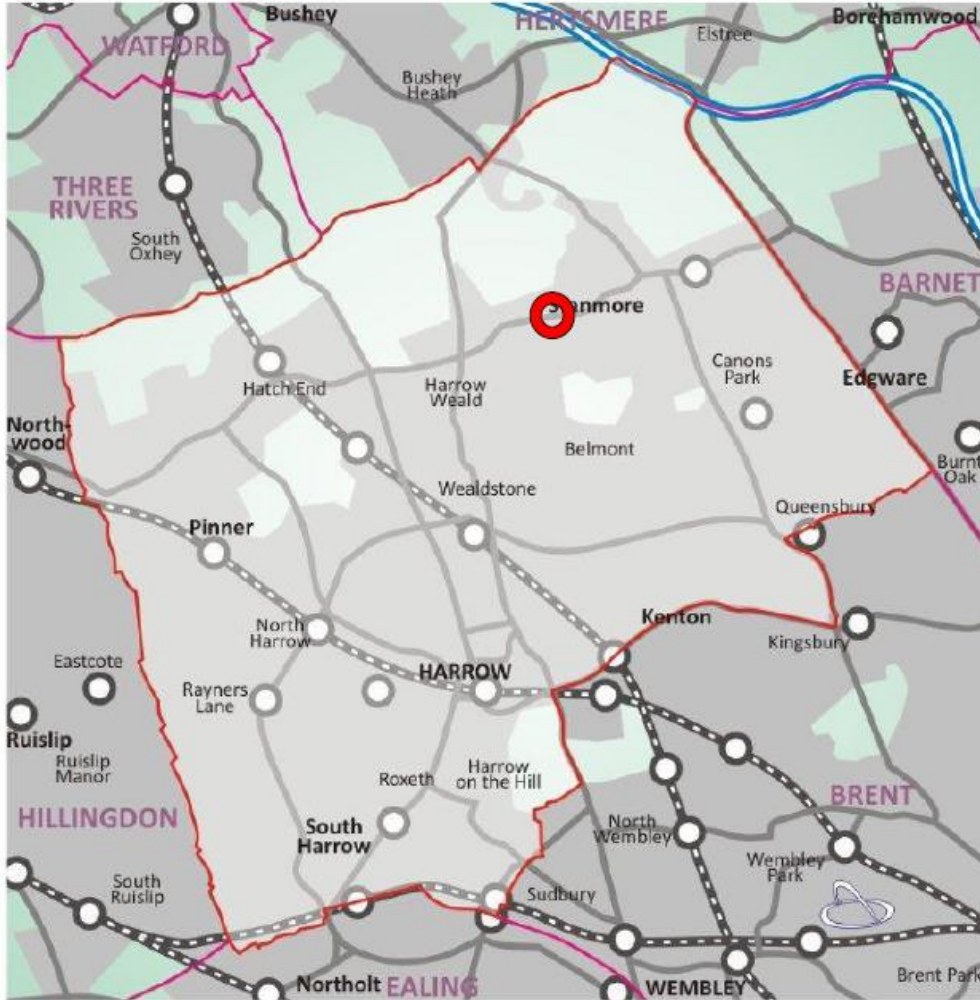
.....
Director/Secretary

SCHEDULE 1 – PERMITTED USERS

	Permitted User	Facility	Events/Hours Per Academic Year and Charge (if any)
1	Local charitable organisations nominated by the Authority's Nominated Representative (Cultural Development Manager) and to include Harrow Young Musicians	The Theatre	Free of charge for up to 10 events per year and up to 100 hours of rehearsals outside of normal school operating hours
3	Charitable organisations nominated by the Trust	The Theatre	Free of charge for up to 6 events per year
4	Charitable organisations nominated by the Trust	The multi-use Hall	Free of charge for up to 2 events per year
5	Schools within the London Borough of Harrow	The Theatre	A minimum of 50 hours subject to charges
6	Schools within the London Borough of Harrow	The multi-use Hall	A minimum of 50 hours subject to charges
7	Any other users, as approved by the Trust	The Theatre and the multi-use Hall	Subject to charges

Appendix 2 – Committee Report 13th February 2019

 = application site



Avanti House Secondary School	P/5528/17
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Planning Committee
Wednesday 13th February 2019

P/5528/17

Avanti House, Wemborough Road, HA7 2EQ



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Planning Committee
Wednesday 13th February 2019

P/5528/17

LONDON BOROUGH OF HARROW

PLANNING COMMITTEE

13th February 2019

APPLICATION NUMBER: P/5528/17
VALIDATE DATE: 09/02/2018
LOCATION: AVANTI HOUSE SECONDARY SCHOOL,
WEMBOROUGH ROAD, STANMORE,
WARD: BELMONT
POSTCODE: HA7 2EQ
APPLICANT: BOWMER & KIRKLAND
AGENT: DPP PLANNING
CASE OFFICER: NABEEL KASMANI
EXTENDED EXPIRY DATE: 28ST FEBRUARY 2019

PROPOSAL

Construction of a Two and Three Storey Performing Arts Centre and Sixth Form Block

RECOMMENDATION A

The Planning Committee is asked to:

- 1) Agree the reasons for approval as set out in this report, and
- 2) Grant planning permission subject to authority being delegated to the Interim Chief Planning Officer in consultation with the Director of Legal and Governance Services for the 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:

Community Use Agreement

- Implementation of the Community Use Agreement

Design Review and Design Code

- The retention of the existing architect (or one of equivalent standard) until the development is completed; or, the submission of a Design Code for approval by the Council that details the quality of the development

Transport and Highway

- Implementation of the Green Travel Plan

Employment and Training

- A contribution to fund local employment and training programmes;

- The use of local suppliers and apprentices during the construction of the development
- A training and recruitment plan
- An employment management plan

Legal Costs, administration and monitoring

- S106 legal and administrative costs.

RECOMMENDATION B

That if the Section 106 Agreement is not completed by 31st May 2019, or as such extended period as may be agreed by the Interim Chief Planning Officer in consultation with the Chair of the Planning Committee, then it is recommended to delegate the decision to REFUSE planning permission to the Interim Chief Planning Officer on the grounds that:

The proposed development, in the absence of a Legal Agreement to provide appropriate improvements, benefits and monitoring that directly relate to the development, would fail to adequately mitigate the impact of the development on the wider area, safeguard the high quality design and secure the necessary agreements and commitments in relation to the development, contrary to the National Planning Policy Framework (2018), Policies 3.19, 6.3, 7.14 and 8.2 of the London Plan (2016), Policies CS1G and Z of the Harrow Core Strategy (2012) and Policies DM43, DM46 and DM50 of the Local Plan (2013), and the provisions of the Harrow Planning Obligations supplementary planning document (2013).

REASON FOR THE RECOMMENDATIONS

The proposal would enhance the education and learning environment of the school and the quality of facilities available within the borough. The design of the proposal is of a high quality in respect to its response to the site and local context, height and massing; layout uses and architectural appearance and materials. Officers consider that the proposal would not unacceptably impact upon the amenity of neighbouring occupiers in terms of privacy/outlook; daylight, sunlight, overshadowing; noise or disturbance. Appropriate, reasonable and necessary planning conditions and planning obligations are proposed to ensure that the development is acceptable in planning terms and the environmental impacts are adequately managed.

Accordingly, weighing up the development plan policies and proposals, and other material considerations including comments received in response to notification and consultation as set out below, officers conclude that the proposed development is worthy of support.

INFORMATION

This application is reported to the Committee as the proposal involves more than 400m² floorspace and so falls outside of the thresholds set by category 1(d) of the Council's Scheme of Delegation for the determination of new development

Statutory Return Type:	Largescale Major Development
Council Interest:	None
GLA Community	n/a
Infrastructure Levy (CIL) Contribution (provisional):	
Local CIL requirement (provisional):	n/a

HUMAN RIGHTS ACT

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

EQUALITIES

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

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

S17 Crime & Disorder Act

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

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

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

OFFICER REPORT

PART 1: Planning Application Fact Sheet

The Site	
Address	Avanti House Secondary School, Wemborough Road, Stanmore, HA7 2EQ
Applicant	Bowmer and Kirkland
Ward	Belmont
Local Plan allocation	The site is designated as Open Space. Part of the Open Space is a Site of Importance for Nature Conservation
Conservation Area	n/a
Listed Building	n/a
Setting of Listed Building	n/a
Building of Local Interest	n/a
Tree Preservation Order	TPO Group and Woodland Preservation Orders within the Open Space
Flood Zone	Part of the Open Space and the public car park is located within fluvial flood zone 2 and 3
Employment Land	n/a

Education		
No. of Pupils	Existing	At Present: 950 Full Capacity: 1260
	Proposed	n/a
No. of Forms of Entry	Existing	6
	Proposed	n/a
No. of Staff	Existing	120
	Proposed	n/a
No. of Classrooms (including seminar rooms and 6 th form social/study)	Existing	61
	Proposed	64
Outdoor space (m ²)	Existing	5430m ²
	Proposed	3650m ²

Transportation		
Car parking	No. Existing Car Parking spaces	69
	No. Proposed Car Parking spaces	n/a
	Proposed Parking Ratio	0.57 spaces per FTE staff member
Cycle Parking	No. Existing Cycle Parking spaces	185
	No. Proposed Cycle Parking spaces	n/a
	Cycle Parking Ratio	1 long-stay space per 8 students / staff members plus 1 short-stay space per 100 students
Public Transport	PTAL Rating	2
	Closest Rail Station / Distance (m)	Canons Park 750m
	Bus Routes	186, 340, 79, 324
Parking Controls	Controlled Parking Zone?	n/a
	Other on-street controls	Single Yellow Line on Wemborough Road. No Parking 2-3pm.
Refuse/Recycling Collection	Summary of proposed refuse/recycling strategy	As existing – bin enclosure to north-east of main building

PART 2: Assessment

1.0 SITE DESCRIPTION

- 1.1 The application site consists of Avanti House Secondary School which adjoins Whitchurch Primary School to the south, the residential properties of Green Verges and Old Church Lane to the east and north respectively and playing fields to the west.
- 1.2 The school site consists of a three storey building with a detached sports hall and community changing block, hard and soft landscaping, sports pitches and multi-use games areas, hard and soft play areas, parking, cycle and refuse storage. Access to the school is through the existing access to Whitchurch Primary School from Wemborough Road.
- 1.3 The school site and playing fields are designated on the Local Plan Policies Map as Open Space and are allocated as Major Open Space Site 6 in the Site Allocations Local Plan (2013). The Edgware Brook, and land to the north and south of the car park is designated on the Local Plan Policies Map as a Site of Importance for Nature Conservation (SINC).
- 1.4 Group tree preservation orders are in place along the Edgware Brook, to the north/northwest of the car park and along the secondary access from Marsh Lane. The majority of the playing field that is to the east of Abercorn Road and to the south of nos. 82-96 Old Church Lane and car park, is mapped as being within fluvial flood zone 2 and 3
- 1.5 Avanti House School is a Hindu Faith School based in the London Borough in Harrow which opened in temporary accommodation in September 2012, founded by the Avanti Schools Trust. The Avanti House School is an all through school for pupils aged 4-18. The subject site houses the secondary and sixth form elements, accommodating a total of 1260 pupils at full capacity. Avanti School specialises in performing arts and mathematics.

2.0 PROPOSAL

- 2.1 The application seeks to provide a purpose built sixth form and performing arts building. The proposed building would be approximately two and a half storeys in height and would sit between the existing school buildings, next to the existing sports block to the west and the existing school block to the south.
- 2.2 The building would extend facilities and spaces for the sixth form and school and would comprise of a hall (for exams/flexible teaching/learning), theatre with associated changing areas holding a maximum of 400 attendees, sixth form common area, sixth form dining area and associated kitchen, three classrooms and a recording studio.

2.3 The proposed building would have a brick finish with protruding Flemish bond patterns and stone detailing. The front facing elevation would feature a curtain wall glazing system with decorative glazing.

2.4 The proposal is to provide additional space for the existing school and would not result in an increase in the number of pupils or staff on the site

3.0 RELEVANT PLANNING HISTORY

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

Ref no.	Description	Status and date of decision
P/4910/15	The Erection Of A Three Storey Building For Use As A School With Detached Sports Hall/Community Changing Block, Hard And Soft Landscaping, Sports Pitches And Multi-Use Games Areas (Muga), Hard And Soft Play Areas, Parking, Bin Storage And Boundary Treatment	Grant: 30-08-2016

4.0 CONSULTATION

4.1 Site Notices were erected on 23rd February 2018, and these expired on 16th March 2018

4.2 A Press Notice was advertised in the Harrow Times on 15th February 2018, and this expired on 8th March.

4.3 The application was advertised as a major application

4.4 A total of 1211 consultation letters were sent to neighbouring properties regarding this application.

4.5 The overall public consultation period expired on 2nd March 2018.

4.6 Adjoining Properties

Number of letters Sent	1211
Number of Responses Received	89
Number in Support	62
Number of Objections	27

4.7 A summary of the responses received are set out below with officer comments in Italics:

Summary of Comments (Objections)
<p><u>Character</u> The 6th form building is not welcome; school building was accepted as it was laid out; eyesore; area is overdeveloped; even more soft landscaping removed; proposal represents overdevelopment; eyesore; arts centre creates excessive building mass; pavilion is a larger scale and will dominate local views; architecture of pavilion could be more sympathetic to fields <i>This has been addressed in sections 6.2 and 6.3 of the report. The Pavilion has been omitted from the proposal.</i></p> <p><u>Flooding and Ecology:</u> Area is flood plain so where will water dissipate to; little regard for ecological design; more buildings will impact on surface water collecting on adjoining flood plain; green boundary treatment should be reinstated <i>These comments have been addressed in section 6.7 of the report</i></p> <p><u>Open Space</u> Public green space needs to be protected; already limited green space around; any additional building will put additional environmental pressure on the area; loss of further green space; impact on air quality and free open spaces for the community to use <i>The principle of Open Space is discussed in section 6.2 of the report.</i></p> <p><u>Residential Amenity</u> Noise pollution from arts centre; planning documents do not detail times of use; further disruption; use outside school hours possible and will result in further disturbance to local residents <i>This is detailed in section 6.4 of the report; the hours of use are controlled by way of condition</i></p>

Traffic and Parking

Traffic on surrounding road is very difficult due to high volume of traffic and school drop-off & pick up times; traffic audit should be undertaken; traffic will get worse; traffic already unmanageable;
This has been addressed in section 6.5 of the report

Miscellaneous

Unclear from documents exact location of proposal; why after approving the original planning application for the additional school are further additional applications being submitted for approval; dishonest and badly planned proposal; council ignoring residents concerns; issues with older children using area for illegal activity; mechanical plant would be at roof level but no detail shown on elevation; invest on improving the local schools at Stanburn and Park High and not creating more problems for local residents; application been made before school even completed or opened; not aware of anyone in the local community asking for this; those that support the scheme live far from the site and will not be affected by traffic and disturbance; premature to allow additional development which will make matters worse; given density of schools in the area, further developments should be discouraged; demand for properties in the area will increase from individuals; project should be put on hold and re-assessed in a few years when the school has settled into the community; no proper public consultation; community will gain nothing and application must be reconsidered to give something back to the community; area around pavilion should be retained as a public park

The proposed Site Block Plan (383-PE-XX-ZZ-DR-A-0007 Rev P01) shows the location of the proposed building; The original application was an Education and Skills Funding Agency funded proposal under the Priority School Building Programme which had tight cost constraints – as detailed further in Section 6.2 of the report; a condition is included for details of the proposed plant on the roof to be submitted and approved in writing by the LPA; The school has been in operation since September 2018; the statutory consultation has been undertaken during the application process and a community consultation event was hosted by the applicant prior to the submission of the application; a revised community use agreement to include the proposed performing arts block is to be secured by planning obligation.

Summary of Comments (Support)

Much needed investment in our local schools; raise education standards; great for community; will enhance choices for pupils; improved facilities; Harrow is known for its education and this development will further enhance the incredible education available in Harrow; too many flats/houses being built in the borough and not enough investment in the infrastructure catering for growing

population;
These comments have been noted.

4.8 Statutory and Non Statutory Consultation

4.9 The following consultations have been undertaken.

LBH Planning Policy
LBH Highways
LBH Drainage
LBH Environmental Health
LBH Design
LBH Economic Development
LBH Landscape Architect
LBH Biodiversity Officer
LBH Arboriculture Officer
Environment Agency
Sport England
Natural England
Historic England
Designing Out Crime Officer, Metropolitan Police Service
Thames Water Authority
Transport for London

4.10 A summary of the consultation responses received are set out below.

LBH Planning Policy

The implementation of the new Avanti School means that part of the original designated open space site will be in educational use. The proposed arts block would be located within the perimeter of the school footprint. It is therefore considered that the provision of enhanced educational facilities would align with the objectives of the Harrow Development Plan in terms of principle.

LBH Highways Authority

As this proposal doesn't increase pupil numbers, we have no concerns in relation to the operation of the school. The main area of interest would be in relation to the use of the facilities outside of school hours. The revisions to the Travel Plan must include a section that refers to out of hours use of the site. A revised full construction logistics plan is required and should be secured via pre-commencement condition.

LBH Drainage Authority

The drainage strategy proposed seems satisfactory subject to detailed design. We do not object to the proposed construction. However, the application should be conditioned with our standard drainage conditions. The applicant should provide evidence that sufficient volume of storage is proposed for the previous development and a new construction, address flooding identified when modelling the system, provide compensation storage for loss of floodplain, submit evacuation

plan and provide permanent access for council maintenance team for future inspections/ works on main river

LBH Environmental Health

No objection

LBH Design

The building would serve to link the school and sports block and reduce their bulky and utilitarian appearance. The proposed arts building would have a high quality architectural finish and act as a focal point, providing an attractive entrance courtyard approached from the road.

Economic Development

As a major application, Economic Development will be seeking construction employment opportunities on site. This will be secured through a training and employment plan that will be agreed between the Council and the developer prior to start on site and a financial contribution towards the management and delivery of the construction training programme based on the construction value of the development.

LBH Landscape Architect

The external circulation is relatively narrow and will need to be resolved. No objections subject to conditions.

LBH Biodiversity

As it stands, the revised scheme is a disappointment and does not do enough to address biodiversity issues. Because there has been no effort to incorporate consideration of these into the design, we have some minor soft landscaping with floral planting and hedge strips. Since this is a very new school built on what were recently playing fields, there should certainly be far greater effort on behalf of the school to ensure that their proposals represent sustainable development.

There is a need to improve on the proposals. Preference would be for at least 60% of the roof area of the new building should have a biodiverse green roof, with an appropriate build up, substrate depth and species mix. In addition to biodiversity benefits, particularly for pollinators, other invertebrates and species which feed upon them. this would increase thermal and noise insulation and help to improve CO2/O2 ratios and provide summer cooling via evapo-transpiration. An alternative would be to provide some or all of this green roof space on existing buildings.

Good design and good planning would have required that such elements were included from the outset and it is disappointing that these have been ignored. Recommendation for refusal unless a significant improvement can be delivered by condition.

LBH Arboriculture

No Objection

Environment Agency

We consider the proposed development to have a low risk of flooding and therefore have no objections

Sport England

The proposed building would be within the school site and would not encroach onto the remaining playing field or any other sports facilities. Sport England is, therefore, satisfied that the proposed development meets the following Sport England Policy exception:

E3 – The proposed development affects only land incapable of forming, or forming part of, a playing pitch, and does not result in the loss of, or inability to make use of any playing pitch (including the maintenance of adequate safety margins), a reduction in the size of the playing area of any playing pitch or the loss of any other sporting/ancillary facility on the site.

Sport England therefore does not wish to raise an objection to this application.

Natural England

No Comment

Historic England

The proposal is unlikely to have a significant effect on heritage assets of archaeological interest. No further assessment or conditions are therefore necessary.

Secure by Design officer

There is no reason why, with continued consultation with a Designing Out Crime Officer and the use of correct tested, accredited and third party certificated products, that this development would not be able to achieve Secured by Design award.

Thames Water

With regards to sewerage infrastructure capacity, we would not have any objection to the planning application. No piling shall take place until a piling method statement has been submitted and approved in writing by the local planning authority in consultation with Thames Water.

Transport for London

No Comment

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 National Planning Policy Framework (NPPF) sets out the Government's planning policies for England and how these should be applied; it is a material consideration in the determination of this application. The current NPPF was published in July 2018 and replaces the first NPPF (March 2012).
- 5.3 In this instance, the Development Plan comprises The London Plan 2016 [LP] and the Local Development Framework [LDF]. The LDF comprises The Harrow Core Strategy 2012 [CS], Harrow and Wealdstone Area Action Plan 2013 [AAP], the Development Management Policies Local Plan 2013 [DMP], the Site Allocations Local Plan [SALP] 2013 and Harrow Local Area Map 2013 [LAP].
- 5.4 While this application has been principally considered against the adopted London Plan (2016) policies, some regard has also been given to relevant policies in the Draft London Plan (2017), as this will eventually replace the current London Plan (2016) when adopted and forms part of the development plan for the Borough. The document was published in draft form in December 2017. Given that the draft Plan is still at early stages of the formal process it holds very limited weight in the determination of planning applications. Although this weight will increase as the Draft London Plan progresses to examination in public stage and beyond, applications would continue to be determined in accordance with the 2016 London Plan. It is anticipated that the Examination in Public will commence early 2019.
- 5.5 A full list of all the policies used in the consideration of this application is provided as Informative 1 in Appendix 1 of this report.

6.0 ASSESSMENT

6.1 The main issues are;

- Principle of the Development
- Layout and Design Quality
- Residential Amenity
- Highways and Transport
- Flood Risk and Development
- Sustainability, Ecological and Landscape Considerations
- Planning Obligations

6.2 Principle of Development

6.2.1 The National Planning Policy Framework outlines that the purpose of the planning system is to contribute to the achievement of sustainable development. It emphasises that paragraphs 18 to 219 of the NPPF should be taken as a whole in defining what amounts to sustainable development. Economic, social and environmental considerations form the three dimensions of sustainable development. With regard to the social role of the planning system, this is in supporting strong, vibrant and healthy communities by creating a high quality build environment that reflect the community needs and support its health, social and cultural wellbeing. In order to achieve sustainable development, economic, social and environmental gains should be sought jointly.

- 6.2.2 Paragraph 94 of the NPPF states 'It is important that a sufficient choice of school places is available to meet the needs of existing and new communities. Local planning authorities should take a proactive, positive and collaborative approach to meeting this requirement, and to development that will widen choice in education'
- 6.2.3 Policy 3.16 of The London Plan (2016) seeks to ensure that development proposals which enhance social infrastructure, education and skills provision are supported. Policy 3.18C states 'Development proposals which enhance education and skills provision will be supported, including new build, expansion of existing or changes of use to educational purposes. Part E of the policy states 'development proposals which maximise the extended or multiple use of educational facilities for community or recreational use should be encouraged.
- 6.2.4 Core policy CS1 of the Harrow Core Strategy (2012) states that: 'The development or expansion of physical or social infrastructure will be permitted where it is needed to serve existing and proposed development, or required to meet projected future requirements'.
- 6.2.5 Policy DM46 of the Harrow Development Management Policies Local Plan supports proposals for the provision of new education facilities provided that they are (a) located in the community which they are intended to serve; (b) subject to them being located in an area of good public transport accessibility and (c) would not result in any adverse impacts on residential amenity or highway safety. The policy further states that 'new education and indoor sport development should make provision for community access to the facilities provided'.
- 6.2.6 Site MOS 6 in the Site Allocations (2013) Local Plan, designates the subject site for community outdoor sports use. However, the implementation of the new Avanti schools means that part of the site now has an established educational use which will be reflected in the site designation in the future Local Plan review. The proposed arts block would be located within the perimeter of the school footprint and would provide enhanced educational facilities as detailed below without encroaching further on the Open Space outside the school complex. On this basis, it is considered that the proposal would not be contrary to the objectives of Policy 7.18 of the London Plan (2016), Policy CS1F of the Harrow Core Strategy (2012) or Policy DM18 of the Harrow Development Management Policies Local Plan (2013) which seek to protect Open Space. Sport England have not raised an objection to the proposal.
- 6.2.7 It is noted that the form and layout of the existing school building was dictated, to a large extent, by the Education and Skills Funding Agency (ESFA) baseline designs which were developed to deliver a better education environment within tight cost constraints for the purposes of the Priority School Building Programme¹. Avanti School has a performance arts specialism, and to fulfil this specialist role effectively, additional floor space is required which are not funded by the Free School Programme. It is envisaged that the proposed building would allow for the performing arts specialisms to be taught in its entirety.

¹ As detailed in the Committee report for the approved development P/4910/15

6.2.8 The submitted planning statement further provides justification for the additional floor space proposed within the new building. There is currently insufficient space for the whole school to do collective worship at the same time (not taken into account in the Free School Programme). Even with the additional space proposed, there will be insufficient space for all of the school to have collective worship together so staggering will be required, however to a lesser extent. In relation to the proposed kitchen, it is noted that the size of the kitchen and dining space in the main school is designed to a formula that assumes that a significant proportion of pupils bring packed lunches. However, at Avanti House, packed lunches are not permitted and hot meals are served to all pupils. The size of the kitchen and dining space is therefore below what is required. The proposed building would house the sixth form and would therefore relieve much of the pressure on the main school as up to 360 pupils would dine there.

6.2.9 The planning statement also details a number of timetabling clashes anticipated which would impact upon the number of large spaces for use. For example, the November mock examinations would result in the use of the Sports and Main Hall which would prevent collective worship venues and no Indoor PE lessons being available for two weeks. The February mid-year examinations would be in the sports hall and restrict the level of collective worship and indoor PE lessons. The GCSE / A-Level exams mean the sports hall and main hall would not be available for six weeks between May-June and the end of year examinations would result in the Sports Hall being used for two weeks during June-July. The provision of the three additional classrooms and the hall space would enhance the teaching/school activities available during the exam periods.

6.2.10 The proposal would provide a purpose-built performing theatre and additional flexible hall space, which, secured through a community use agreement, would be accessible to the wider community. Having regard to the above policy considerations, the principle of development is considered to be acceptable by officers.

6.3 Layout and Design Quality

6.3.1 Chapter 12 of the NPPF states that Government attaches great importance to the design of the built environment. Good design is a key aspect of sustainable development, is indivisible from good planning, and should contribute positively to making places better for people. In determining applications, great weight should be given to outstanding or innovative designs which promote high levels of sustainability, or help raise the standard of design more generally in an area, so long as they fit in with the overall form and layout of their surroundings

6.3.2 Good design is central to all objectives of the London Plan and is specifically promoted by the policies contained within Chapter seven, which address both general design principles and specific design issues. London Plan Policy 7.1 sets out a series of overarching design principles for development in London. Other relevant design policies in this chapter include specific design requirements relating to inclusive design; designing out crime; local character; public realm; architecture; tall and large scale buildings; and heritage assets.

- 6.3.3 Policies 7.4B and 7.6B of the London Plan (2016) set out the design principles that all boroughs should seek to ensure for all development proposals. The London Plan policy 7.4b states, inter alia, that all development proposals should have regard to the local context, contribute to a positive relationship between the urban landscape and natural features, be human in scale, make a positive contribution and should be informed by the historic environment. London Plan policy 7.6B states, inter alia, that all development proposals should; be of the highest architectural quality, which complement the local architectural character and be of an appropriate proportion, composition, scale and orientation. Development should not be harmful to amenities, should incorporate best practice for climate change, provide high quality indoor and outdoor spaces, be adaptable to different activities and land uses and meet the principles of inclusive design. These broad principles are carried through in the proposed policies D1 and D2 of the Draft London Plan (2017).
- 6.3.4 Harrow's Core Strategy Policy CS1 seeks to protect the character of Harrow's suburbs and town centres. Policy DM1 on Achieving a High Standard of Development of the Development Management Policies Document requires all development proposals to achieve a high standard of design and layout. This assessment of the design and layout relates to the massing, bulk, scale and height of the proposed building; the appearance; context; space around buildings; the need to retain or enhance existing landscaping; the functionality of the development; the safe, sustainable and inclusive access.
- 6.3.5 A Design & Access Statement has been submitted with the application. In terms of the layout, this highlights the strategic parameters for the development as follows:
- Maintaining the existing playing fields
 - Maintaining the existing all weather pitches
 - Aspiration to minimise the impact on neighbouring properties
 - Ensuring the levels of daylight to the main school block are not reduced
- 6.3.6 Based on these parameters, the applicant undertook massing studies to inform the most suitable layout and massing solution which addresses the site constraints and incorporates the clients brief. A total of seven massing options were explored and are detailed in the submitted Design and Access Statement.
- 6.3.7 The most appropriate layout configuration is the provision of the new building between the existing sports block to the west and the school block to the east. The existing school buildings are of a large scale and massing and have a utilitarian appearance. The proposed building would reflect this with regards to its massing and scale and would have a similar height to the sports hall. This would provide some consistency and fluency in the architectural language.

- 6.3.8 One of the core principles of the NPPF (2018) is to secure a high quality design. While the proposed building would have a relatively bulky rectilinear form, the applicant proposes architectural detailing and a materials strategy which is designed to break down the massing. A high quality palette of materials is proposed. Unlike the existing buildings, a brick finish is proposed with protruding Flemish bond patterns which would ensure longevity, help break the façade and allow the proposal to sit comfortably in the context. Natural Portland Stone columns and decorate glazing would also provide visual interest. The front entrance would feature curtain glazed walls and windows which would provide a distinct finish, facilitate the creation of an attractive entrance courtyard approach and focal point from the road and provide a contrast to the existing buildings which would serve to reduce their bulky and utilitarian appearance.
- 6.3.9 A planning obligation will be secured requiring the applicant to retain the existing architect or one of equivalent standard until the development is completed, or, to submit a Design Code prior to the commencement of the development. Key details such as samples of facing materials will be secured through condition.
- 6.3.10 A separation distance of 16m would be retained between the south facing elevation of the proposed building and the north facing elevation of the existing school block. The respective windows on the northern elevation of the School Block adjacent to the proposed building serve general classrooms (for art) on the ground floor, literacy classrooms on the first floor and science labs on the second floor. The existing windows, by reason of their northerly aspect would receive limited natural sunlight. The separation distance provided and the height of the proposed block would ensure that a satisfactory degree of ambient daylight could still be provided to the respective classroom windows. On this basis, it is considered that the proposed development would not prejudice the quality of educational space provided within the existing school block.
- 6.3.11 Policy DM2 of the Harrow Development Management Policies states that the location, design and layout of development will be required to contribute to the creation of lifetime neighbourhoods. The subject site currently provides pathways which allow for pedestrian circulation around the school complex. The proposed infilling of this space would reduce the degree of access and circulation, preventing access from the rear of the proposed building to the sports block. This however, would not affect the access to the sports pitches at the north of the site. To ensure that the proposal delivers a fully inclusive environment for staff, students and visitors, it is considered that details of the site layout including path widths and any ramps/gradients be controlled as a condition of any planning permission.
- 6.3.12 Policy 7.3 of the London Plan and Policy CS1E of the Harrow Core Strategy seek to ensure developments incorporate 'secure by design/designing out crime' principles. A suitable condition is recommended to ensure the development will achieve Secured by Design certification prior to commencement of its use.

6.3.13 Officers are of the opinion that the proposed layout, massing and design of the proposed building has been carefully considered with respect to strategic parameters for development and the functional requirements of the proposed building. The proposed building would have a high quality architectural finish and the overall design presents an appropriate form of development on the site that would make a positive contribution and enhance the character of the area. The proposal is therefore considered to comply with the relevant policies in this regard.

6.4 Residential Amenity

6.4.1 Policy 7.6 of the London Plan states that the design of new buildings should not cause unacceptable harm to the amenity of surrounding land and buildings, particularly residential buildings in relation to privacy, overshadowing, wind and microclimate. In addition, London Plan states that tall buildings should not affect their surroundings adversely in terms of microclimate, wind turbulence and overshadowing amongst other things. London Plan Policy 7.15 seeks to reduce and manage noise associated with development.

6.4.2 Core Strategy Policy CS1 B requires development to respond positively to the local context in terms of design, siting, density and spacing. Policy DM1 of the Harrow Development Management Policies requires all development to achieve a high standard of privacy and amenity and sets out a number of privacy and amenity criteria for the assessment of the impact of development upon neighbouring occupiers.

6.4.3 The northern elevation of the proposed building would be sited some 50m to the south of the rear garden boundaries of nos. 4 & 5 Cranmer Close and distances of 65 metres would be maintained between that elevation and the nearest parts of the rear elevations of those neighbouring dwellings. The separation distance would be greater with the adjoining properties (nos. 108-114) along Old Church Lane with a distance of 75m between the proposed northern elevation and the rear boundaries of those neighbouring dwellinghouses. The proposed eastern elevation would be sited some 85m away from the rear gardens of nos. 6-12 Green Verges and a further 20m from the rear elevations of those respective dwellinghouses.

6.4.4 The proposed building would have a maximum height of 8.2m. However, at its most northern point (in the part closest to the adjoining dwellinghouses), the northern elevation would have a finished flat roof height of between 4m-7m. Owing to the change in levels, the proposed eastern elevation would have a flat roof height of 7.8m. It is acknowledged that the proposed northern elevation would have an inherently utilitarian appearance which would be unrelieved by the features proposed on the other elevations. However, given the separation distances involved and the intervening landscaping, it is considered that the proposed building would not be detrimental to the visual amenities of the occupiers of the adjoining properties in Cranmer Close, Old Church Lane or Green Verges.

- 6.4.5 The proposed northern and eastern elevations would feature glazed windows at first-floor level. With the exception of the three windows on the most western part of the northern elevation which would serve Classroom 3, the other windows on the northern and eastern elevations would serve the flexible hall. The hall would be single storey so the additional height (at first-floor level) would be a void. The windows would be sited at a height of 3m above the adjacent ground level on the northern elevation and 3.8m along the eastern elevation. Given that the hall would not benefit from a first-floor, it is considered that there would be no opportunity for overlooking and as a result, the windows that serve the hall would not have a detrimental impact on the privacy amenities of the adjoining occupiers.
- 6.4.6 The three full-size windows on the northern elevation serving Classroom 3, would be orientated toward the rear gardens of nos. 108-112 Old Church Lane and nos. 4-5 Cranmer Close. As detailed above, a separation distance of 50-75m would be retained between the proposed northern elevation and the rear gardens of these adjoining dwellinghouses. Given these separation distances, it is considered that the resulting relationship would not be detrimental to the privacy of the neighbouring occupiers.
- 6.4.7 London Plan Policy 7.15 *Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes* sets out criteria by which development proposals should manage noise. These can be summarised as avoiding adverse noise impacts on health and quality of life as a result of new development; mitigating and minimising potential adverse noise impacts upon new development; improving the acoustic environment; separating new noise sensitive development from major noise sources or, where separation is not possible, apply good acoustic design principles; and to promote new technologies/improved practices to reduce noise at source. Local Plan Policy DM 1 requires a high standard of amenity taking into account, *inter alia*, noise, hours of operation, and vibration.
- 6.4.8 A Noise Impact Assessment (NIA) has been submitted with the application. The assessment noted that noise from the performing arts centre has the potential to breakout of the building envelope and impact on the nearby noise sensitive receptors considered to be residential dwellings to the north of the site. The report recommends construction details which would enhance sound insulation performance and limitations on the theatre sound system should be set to ensure that noise from music is controlled to an acceptable level to protect the amenity of local residents. The report concludes that subject to the recommendations, the amplified music within the building would meet the Local Authority Criteria. The application was referred to the Council's Environmental Health Officers who raised no objection to the proposal in this regard.
- 6.4.9 The Council's Environmental Health Officer has advised that the recommendations of the NIA be secured through the submission and agreement of a noise management plan. The above mitigations are considered necessary in light of the evidence about the potential noise impacts of the development upon neighbouring residential occupiers and, in the context of the site and the proposed use, it is considered that these would not place unreasonable restrictions on the school.

6.5 Highways and Transport

- 6.5.1 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 policies and measures will be required in different communities and opportunities to maximise sustainable transport solutions will vary from urban to rural areas.
- 6.5.2 Policies 6.3, 6.9, 6.10 and 6.13 of The London Plan (2016) 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 CS1R 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
- 6.5.3 The proposal would not result in an increase in pupil or staff numbers on site. A Transport Assessment has been submitted in support of the application and confirms that as there would be no increase in pupil numbers or staff on site, the proposed building would not see any increase in additional trip attraction to the School Site. The application was referred to the Council's Highways Authority and they have raised no objection to the proposal with regards to impact on the functioning and safety of the highway.
- 6.5.4 It is noted that the proposed building may generate some trips during weekends and evenings in connection with school performances, private and community events. The proposed theatre can hold a maximum of 400 attendees and could therefore increase the parking demand. Outside the school operational hours, there is likely to be a considerable availability of car parking spaces within the Avanti School and public car parks which would provide a combined supply of 171 parking spaces. As such, it is considered that the level of trips and car parking generated by any event in the proposed building could be absorbed.
- 6.5.5 Avanti House school has an adopted Green Travel Plan which is secured through a planning obligation on the original planning consent. The applicant has submitted a revised Travel Plan which takes into account the movements associated with the proposed building. This was referred to the Council's Travel Planner who has advised that a revised travel plan will need to be secured to ensure that the development is managed to achieve sustainable transport choices by pupils, staff and other users of the site, taking into account of the new facilities provided and the associated likely trip generation.
- 6.5.6 It is noted that some of the existing cycle stands to the front of the sports block will need to be relocated. Details of the alternative location have not been provided. A condition is therefore included requiring details of the proposed relocation of the cycle stands to be provided to ensure proposal accords with Policy 6.9 of the London Plan (2016).

6.6 Flood Risk and Development

- 6.6.1 The application site is not located within a designated Flood Zone. However, the surrounding area to the south and west is mapped by the Environment Agency as falling within fluvial Flood Zones 2 and 3. This flood risk is associated with the Edgware Brook which flows through the playing fields in an open channel (between culverted sections beyond the site). The application site is located within a Critical Drainage Area.
- 6.6.2 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). 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 DM10 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.
- 6.6.3 A Flood Risk Assessment and Drainage Statement have been submitted with the application. This was reviewed by the Council's Drainage Engineers who are satisfied with the details subject to conditions.

6.7 Sustainability, Ecological and Landscape Considerations

- 6.7.1 Policy DM22 of the Harrow Development Management Policies 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 planting to grow; and supports biodiversity.
- 6.7.2 The proposed building would be located between the existing school building and sports hall which currently features a mixture of soft and hard landscaping. The proposed building would be sited to enable pedestrian circulation to the rear of the school block. The applicant seeks to enhance landscaping between the existing school block and proposed arts block and to the rear of the existing sports hall by providing raised planters. The application was referred to the Council's Landscape Architect who has advised that insufficient information has been provided regarding the external hard and soft landscaped area. However, it is considered that this could have been satisfactorily addressed by way of condition.

- 6.7.3 Policies DM20 and DM21 seek to ensure the protection of biodiversity and access to nature. Policy DM20 requires that 'The design and layout of new development should retain and enhance any significant features of biodiversity value within the site. Potential impacts on biodiversity should be avoided or appropriate mitigation sought'. Policy DM21 outlines that proposals should secure the restoration and recreation of significant components of the natural environment. The application site adjoins a Site of Importance for Nature Conservation.
- 6.7.4 A Preliminary Ecological Assessment has been submitted with the application which summarises the survey and assessment work that was undertaken and makes some proposals for enhancements. The application was referred to the Council's Biodiversity Officer who has advised that the proposal does not take into account the Preliminary Ecological Assessment and does not do enough to address biodiversity issues and to ensure the proposal represents sustainable development.
- 6.7.5 The Biodiversity Officer has advised that there is a need to improve on the proposals to provide biodiversity gain. These will be achieved through Green Roof/Walls and through bat/bird boxes, soft landscaping of high wildlife value and measures to provide shelter and foraging for invertebrate species which can be secured by condition. Subject to compliance with the conditions, officers consider that the proposal would be acceptable in this regard.
- 6.7.6 London Plan policy 5.2 'Minimising Carbon Dioxide Emissions' defines the established hierarchy for assessing the sustainability aspects of new development. This policy sets out the 'lean, clean, green' approach, which is expanded in London Plan policies 5.3 to 5.11. Policy 5.2B outlines the targets for carbon dioxide emissions reduction in buildings.
- 6.7.7 Policy DM 12 of the Harrow Development Management Policies Local Plan seeks to ensure that the design and layout of development proposals are sustainable. It states that development will need to "utilise natural systems such as passive solar design and, wherever possible incorporate high performing energy retention materials...Proposals should make provision for natural ventilation and shading to prevent internal overheating and incorporate techniques that enhance biodiversity". Policy DM14 highlights that development proposals should incorporate renewable energy technology where feasible.
- 6.7.8 A Sustainability Strategy has been submitted which concludes that the proposal would achieve a reduction in CO₂ emissions to comply with the initial Part L assessment and would be in keeping with the London Plan Energy Hierarchy. The submitted Air Quality Assessment concludes that pollution levels are significantly low and therefore no further action is required in this regard. Additionally, various air pollution mitigation measures are planned, and have already been implemented, such as a travel plan, improved junction of Marsh Lane, extensive cycle provision and charging points for electrical cars.

6.8 Planning Obligations

6.8.1 The NPPF states that “Local planning authorities should consider whether otherwise unacceptable development could be made acceptable through the use of conditions or planning obligations. Planning obligations should only be used where it is not possible to address unacceptable impacts through a planning condition”.

6.8.2 Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) states that a Section 106 planning obligation may only constitute a reason for granting planning permission for the development if the obligation is necessary to make the development acceptable in planning terms; directly related to the development; and fairly and reasonably related in scale and kind to the development.

6.8.3 Policy DM50 ‘Planning Obligations’ states that planning obligations will be sought on a scheme-by-scheme basis to secure the provision of affordable housing in relation to residential development schemes, and to ensure that development proposals provide or fund improvements to mitigate site specific impacts made necessary by the proposal. The Council’s Planning Obligations and Affordable Housing Supplementary Planning Document (SPD) sets out the Council’s approach, policies and procedures in respect of the use of planning obligations. Harrow’s Community Infrastructure Levy will ensure that new development helps to fund the cost of new and enhanced strategic infrastructure

6.8.4 Pursuant to the consideration within the previous sections of this report, and in line with the policy context set out above, officers propose to secure a number of planning obligations required to appropriately mitigate the impact of the proposed development. A full list of the obligations proposed in this case is provided within the Heads of Terms of the legal agreement in the officers recommendation section. Additional commentary is provided below to inform the proposed detailed drafting of a Section 106 legal agreement;

6.8.5 Community Use Agreement

To secure controlled access for the community to the proposed Performing Arts Theatre

6.8.6 Travel Plan

To ensure that no additional transport stress is placed on the public highway following the development and to promote sustainable modes of transport, the Section 106 will also secure a revised Travel Plan to be submitted to the Council and approved prior to the first use of the new building;

6.8.7 Employment and Training

In Accordance with Harrow's Planning Obligations SPD, a contribution from the development has been requested to fund local employment and training programmes to optimise the local economic benefits of the construction of the development. It is also requested that the applicant provides a training and recruitment plan and implements it using reasonable endeavours to secure the use of local suppliers and apprentices during the construction of the development.

6.8.8 Design

To ensure the delivery of a development with high quality design, a planning obligation is sought to require the developer to use reasonable endeavour to retain the existing architect (or one of equivalent standard) until the development is completed; or, for the applicant to submit a Design Code (for approval by the Council) prior to the commencement of the development that details the quality of the external materials of the finished development and other design parameters

6.8.9 Other Requirements

The legal costs associated with the preparation of the planning obligation and the Council's administrative costs associated with monitoring compliance with the obligation terms will also be secured

7.0 CONCLUSION AND REASONS FOR APPROVAL

7.1 The proposal would enhance the education and learning environment of the school and the quality of facilities available within the borough. The design of the proposal is of a high quality in respect to its response to the site and local context, height and massing; layout, uses and architectural appearance and materials. Officers consider that the proposal would not unacceptably impact upon the amenity of neighbouring occupiers in terms of privacy/outlook; daylight, sunlight, overshadowing; noise or disturbance. Appropriate, reasonable and necessary planning conditions and planning obligations are proposed to ensure that the development is acceptable in planning terms and the environmental impacts are adequately managed.

7.2 Accordingly, weighing up the development plan policies and proposals, and other material considerations including comments received in response to notification and consultation as set out in the report, officers conclude that the proposed development is worthy of support.

APPENDIX 1: Conditions and Informatives

Conditions

1. Timing

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

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

2. Approved Drawing and Documents

Save where varied by the other planning conditions comprising this planning permission, the development hereby permitted shall be carried out, completed and retained in accordance with the following approved plans and documents:

383-PE-XX-ZZ-DR-A-0002 Rev P05, 383-PE-XX-ZZ-DR-A-0003 Rev P09, 383-PE-XX-ZZ-DR-A-0006 Rev P05, 383-PE-XX-ZZ-DR-A-0007 Rev P01, 383-PE-XX-GF-DR-A-0100 Rev P12, 383-PE-XX-01-DR-A-0101 Rev P08, 000-PE-XX-ZZ-RL-DR-A-0102 Rev P06, Rev P10, 383-PE-XX-ZZ-DR-A-0105 Rev P08, 383-PE-XX-ZZ-DR-A-0106 Rev P04, 383-PE-XX-ZZ-DR-A-3101, 383-ALA-00-XX-DR-L-0010 Rev P03, 383-AA-00-XX-DR-L-008 Rev P03, 383-ALA-00-XX-DR-L-0007 Rev P06, 383-ALA-00-XX-DR-L-0005 Rev P04, 383-ALA-00-XX-DR-L-0003 Rev P05, 383-ALA-00-XX-DR-L-0001 Rev P06, Design and Access Statement; Planning Statement, Sustainability Strategy (Rev P02 dated 20/07/18), Preliminary Ecological Appraisal (September 2018), Delivery and Servicing Plan, Construction Logistics Plan (V3), Transport Assessment (August 2018), External Building Materials Palette, Cover Letter (dated 29th November 2018), Noise Impact Assessment, Flood Risk Assessment Revision V01, Drainage Statement Revision V01, Air Quality Assessment

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

Pre-Commencement Conditions

3. Construction Logistics Plan

No development shall take place, until a demolition and construction logistics plan has first been submitted to and agreed in writing by the Local Planning Authority. The plan shall detail the arrangements for:

- a) the parking of vehicles of site operatives and visitors;
- b) loading and unloading of plant and materials;
- c) storage of plant and materials used in construction of the development;
- d) the erection and maintenance of security hoardings including decorative displays and facilities for public viewing;

- e) wheel washing facilities; and
 - f) measures for the control and reduction of dust
- The construction of 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 noise and vibration impacts during construction and to safeguard the amenity of neighbouring occupiers, in accordance with Policies 7.14 and 7.15 of the London Plan (2016) and Policy DM1 of the Development Management Policies Local Plan (2013) and 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). This is a PRE-COMMENCEMENT condition to ensure that measures are agreed and in place to manage and reduce dust, noise and vibration during the construction phases of the development and manage transport impacts during the demolition and construction phases of the development.

4. Site Levels

No site works or development shall commence until details of the levels of the building(s), road(s) and footpath(s) in relation to the adjoining land and highway(s), and any other changes proposed in the level of the site, has first been submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out in accordance with the details so agreed.

REASON: To ensure that the works are carried out at suitable levels in relation to the highway and adjoining properties in the interests of the amenity of neighbouring residents, the appearance of the development, drainage, gradient of access and future highway improvement in accordance with policy DM1 of the Harrow Development Management Policies Local Plan (2013). This is a PRE-COMMENCEMENT condition to ensure that appropriate site levels are agreed before the superstructure commences on site.

5. Non-Road Mobile Machinery

The development hereby permitted shall not be commenced until details has first been submitted to and agreed in writing by the Local Planning Authority for all Non-Road Mobile Machinery (NRMM) to be used on the development site. All NRMM should meet as minimum the Stage IIIB emission criteria of Directive 97/68/EC and its subsequent amendments unless it can be demonstrated that Stage IIIB equipment is not available. An inventory of all NRMM must be registered on the NRMM register <https://nrmm.london/user-nrmm/register>. All NRMM should be regularly serviced and service logs kept on site for inspection. Records should be kept on site which details proof of emission limits for all equipment.

REASON: To ensure that the development would not result in a deterioration of air quality in accordance with policy 7.14 of The London Plan (2016) and policy DM1 of the Harrow Development Management Polices Local Plan (2013). This is a

PRE-COMMENCEMENT condition ensure that suitable vehicles would be used during the construction process

6. Landscaping

Notwithstanding the details shown on the approved plans, the development hereby approved shall not commence until a landscape masterplan and scheme for the hard and soft landscaping of the development has been submitted to, and agreed in writing by, the local planning authority. Details shall include

- 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;
- existing and proposed site levels, clearly identifying changes to landform;
- detail the design of all gradients, ramps and steps around the proposed building; and
- details of hard surface materials

The development shall be carried out in accordance with the approved scheme or any amendment or variation to it as may be agreed in writing by the local planning authority, and maintained in accordance with the approved scheme.

REASON: To ensure that the development makes provision for hard and soft landscaping which contributes to the creation of a high quality, accessible, safe and attractive public realm and to ensure a high standard of design, layout and amenity in accordance with policy 7.4B of The London Plan (2016) and policies DM1, DM2 and DM22 of the Harrow Development Management Policies (2013). This is a PRE-COMMENCEMENT condition to ensure that measures are agreed and built-in to the development to provide a satisfactory form of development

7. Biodiversity Enhancement

The development hereby permitted shall not commence until full details of biological enhancements for the site have been submitted to, and agreed in writing by, the local planning authority. The enhancements shall include;

- a) Provision of either 60% of the new roof space to be finished as a biodiverse green roof, with details of design, build-up, species mix and management proposals to be submitted to the Council for approval in writing or Green walls of at least 15 cm depth extending to at least 5 metre height and with a total area equivalent to 60%+ of the roof area to be installed on the exterior of the new building with details of design, build-up, species mix and management proposals to be submitted to the Council for approval in writing
- b) Four 'Woodcrete' Bat roost and maternity boxes to be incorporated within the fabric of the new building on the south side and positioned at just below roof level
- c) 'Woodcrete' or equivalent boxes for sparrows (3x terrace boxes) at just below roof level on 2/3 storey blocks and swifts (4x double boxes at just below roof level) to be incorporated within the fabric of the new building on the North, North East, East or South East aspect
- d) 15 invertebrate bricks to be included within the building façade (or holes of suitable depths and diameters to be drilled in the masonry) in sunlit locations

- between 1 and 2.5 metres height on the South aspect of new buildings , particularly where these adjoin soft landscaped areas
- e) Rainwater drainage to be arranged so that the 'existing pond' will hold at least 30 cm depth of water at its deepest point throughout the year

REASON: To enhance the ecology and biodiversity of the area in accordance with Policies 5.10, 5.11 and 7.19 of the London Plan (2016) and Policy DM21 of the Harrow Development Management Policies (2013). This is a PRE-COMMENCEMENT condition to ensure that measures are agreed and built-in to the development to enhance biodiversity on the site

8. Drainage

No development shall take place, until surface water attenuation and storage works, the disposal of surface water, disposal of foul water and evidence that sufficient volume of storage is proposed for the previous development and the new construction have been submitted to, and approved in writing by, the local planning authority. 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 achieves an appropriate greenfield run-off rate in this critical drainage area and to ensure that sustainable urban drainage measures are exploited, in accordance with Policies 5.13 and 5.15 of the London Plan (2016) and Policy DM10 of the Harrow Development Management Policies (2013). This is a PRE-COMMENCEMENT condition to ensure that measures are agreed and built-in to the development to manage and reduce surface water run-off

Progression Point Conditions

9. Piling Method Statement

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 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).

10. Materials

Notwithstanding the details shown on the approved drawings, the development hereby approved shall not progress above podium slab level until:

- a) details and samples of the materials to be used in the external surfaces of the buildings (facing materials for the buildings, windows/ doors/curtain walling), hard surfaces, roofs and any means of enclosure
 - b) drawings to a 1:20 metric scale to show typical details of the elevations from all sides and the slab thickness of roof parapets;
- has first been submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out in accordance with the details, samples and drawings so agreed and shall be retained as such thereafter.

REASON: To ensure that the development is carried out to the highest standards of architecture and materials in accordance with Policies 7.4 and 7.6 of the London Plan (2016) and Policy DM1 of the Harrow Development Management Policies

11. Noise Management Plan

Unless otherwise agreed in writing by the Local Planning Authority, the development shall not commence above podium slab level, until details of the acoustic qualities within the building and a noise management plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter, the approved mitigation measures shall be fully implemented in accordance with the approved details and shall be retained and maintained in good working order for so long as the buildings remains in use.

REASON: To ensure that measures are put in place to manage and reduce noise and to safeguard the amenity of neighbouring occupiers, in accordance with Policy 7.14 of the London Plan (2016) and Policy DM1 of the Development Management Policies Local Plan (2013).

12. Cycle Storage

The development hereby approved shall not progress above podium slab level until a drawing to show the resiting of the cycle stands formerly located to the front of the sports hall has been submitted to, and agreed in writing by, the local planning authority. The development shall be carried out and be retained thereafter, 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 and secure, in accordance with Policy 6.9 of the London Plan (2016).

13. Plant and Telecommunications Apparatus

The development hereby permitted shall not progress above podium slab level until details and plans of the 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 has 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).

Pre Occupation Conditions

14. Landscape management and maintenance

The use of the development hereby approved shall not commence until a scheme for the on-going management and maintenance of the soft landscaping within the development, to include a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for a minimum period of 5 years for all landscape areas, and details of irrigation arrangements and planters, has first been submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out in accordance with the scheme so agreed and shall be retained as such thereafter.

REASON: To ensure that the development makes provision for hard and soft landscaping which contributes (i) to the creation of a high quality, accessible, safe and attractive public realm and (ii) to the enhancement, creation and management of biodiversity within the wider site, in accordance with Policies DM1 and DM22 of the Development Management Policies Local Plan (2013).

15. Landscape implementation

All hard landscaping shall be carried out prior to the occupation of any part of the development or in accordance with a programme that has been submitted to and agreed in writing by the Local Planning Authority. All soft landscaping works including planting, seeding or turfing comprised in the approved scheme of landscaping shall be carried out no later than the first planting and seeding season following the final occupation of the residential parts of the buildings, 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, diseased or

defective, 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 ensure that the development makes provision for hard and soft landscaping which contributes (i) to the creation of a high quality, accessible, safe and attractive public realm and (ii) to the enhancement, creation and management of biodiversity within the locality, in accordance with Policies DM1 and DM22 of the Development Management Policies Local Plan 2013

16. Crime Prevention Measures

The use of the development hereby approved shall not commence until evidence of certification of Secure by Design Accreditation for the development has first been submitted to, and approved in writing by the Local Planning Authority

Reason: In the interests of creating safer and more sustainable communities and to safeguard amenity by reducing the risk of crime and the fear of crime, in accordance with Policies 7.3 and 7.13 of the London Plan (2016), and Section 17 of the Crime & Disorder Act 1998.

Compliance Conditions

17. Noise

The level of noise emitted from any plant (e.g. air conditioning system) installed on the site shall be lower than the existing background level by at least 10 LpA. Noise levels shall be determined at one metre from the boundary of the nearest noise sensitive premises. The measurements and assessments shall be made in accordance with British Standard 4142 (or any document revoking and replacing British Standard 4142, with our without modification). The background noise level shall be expressed as the lowest LA90 (10 minutes) during which the plant is or may be in operation. If requested in writing at any time by the local planning authority, measurements of the noise from the plant must be taken and a report/impact assessment demonstrating that the plant (as installed) meets the design requirements shall be submitted to the local planning authority within three months of such request.

REASON: To ensure that neighbouring occupiers are not exposed to unreasonable noise and disturbance, in accordance with Policy 7.15 of the London Plan (2016) and Policy DM 1 of the Development Management Policies Local Plan (2013).

18. Sustainability Strategy

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 Sustainability Strategy

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).

19. Educational Use

The development hereby approved shall be used for education and community sports use only, and shall not be used for any other purpose, including any other use that would fall within Classes D1 or D2 of the schedule to the Town and Country Planning (Use Classes) Order 1987 (or in any provision equivalent to those classes in any statutory instrument revoking and re-enacting that order with or without modification).

REASON: To ensure that the transport impacts of the development are satisfactorily mitigated, in accordance with Policy 6.3 A of the London Plan (2016) and Policies DM42C and DM44C of the Harrow Development Management Policies Local Plan (2013), and in the interests of the amenities of the neighbouring occupiers in accordance with Policy DM1 of the Harrow Development Management Policies Local Plan (2013).

20. Restricting number of pupils

Unless otherwise agreed in writing by the local planning authority, the number of pupils under the age of 18 on the school roll and present on the site at any time shall not exceed 1,300.

REASON: To ensure that the transport and highway impacts of the development are restricted to those assessed through the transport assessment of the approved development and managed through the approved travel plan, and to enable any future school expansion generating significant amounts of additional movement to be supported by further transport assessment and travel planning, in accordance with policy 6.3 of the London Plan (2016) and Policy DM43 of the Harrow Development Management Policies Local Plan (2013).

21. Hours of Use

The facilities hereby approved shall not be used outside the following hours;

07:00 to 22:00 Monday to Friday

10:00 to 21:00 Saturday, Sunday and Bank Holidays

unless otherwise agreed in writing by the local planning authority.

REASON: To ensure that neighbouring occupiers are not exposed to unreasonable noise and disturbance, in accordance with Policy 7.15 of the London Plan (2015) and Policy DM 1 of the Development Management Policies Local Plan (2013).

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: 3.18, 3.19, 5.2, 5.3, 5.4, 5.11, 5.12, 5.13, 5.15, 5.21, 6.3, 6.9, 6.10, 6.13, 7.1, 7.2, 7.4, 7.5, 7.6, 7.8, 7.14, 7.15, 7.18, 7.19, 7.21, 8.2.

Draft London Plan: D2, D3, D10, S1, S3, G4, G5, G6, G7, SI12, SI13, T3, T4, T5, T6, DF1

Core Strategy: CS1, CS2; Site Allocation MOS 6

Development Management Policies: DM 1; DM 2; DM 7; DM 9; DM 10; DM 12; DM 15; DM 20; DM 21; DM 22; DM 42; DM 43; DM 44; DM 45; DM 46; DM 47; DM 48; DM 49, DM 50

Planning Obligations & Affordable Housing SPD (October 2013)

2. 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.

3. 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.

4. The Party Wall etc. Act 1996

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:

Ucommunities@twoten.comU4T

5. 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.

6. Crime prevention

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 0DN, 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).

7. Sustainable Urban Drainage

The applicant is advised that surface water run-off should be controlled as near to its source as possible through a sustainable drainage approach to surface water management (SUDS). SUDS are an approach to managing surface water run-off which seeks to mimic natural drainage systems and retain water on or near the site as opposed to traditional drainage approaches which involve piping water off site as quickly as possible. SUDS involve a range of techniques including soakaways, infiltration trenches, permeable pavements, grassed swales, ponds and wetlands. SUDS offer significant advantages over conventional piped drainage systems in reducing flood risk by attenuating the rate and quantity of surface water run-off from a site, promoting groundwater recharge, and improving water quality and amenity. Where the intention is to use soak ways they should be shown to work through an appropriate assessment carried out under Building Research Establishment (BRE) Digest 365. Support for the SUDS approach to managing surface water run-off is set out in the National Planning Policy Framework (NPPF) and its accompanying technical guidance, as well as the London Plan. Specifically, the NPPF (2012) gives priority to the use of sustainable drainage systems in the management of residual flood risk and the technical guidance confirms that the use of such systems is a policy aim in all flood zones. Policy 5.13 of the London Plan (2012) requires development to utilise sustainable drainage systems unless there are practical reasons for not doing so. Sustainable drainage systems cover the whole range of sustainable approaches to surface drainage management. They are designed to control surface water run-off close to

where it falls and mimic natural drainage as closely as possible. Therefore, almost any development should be able to include a sustainable drainage scheme based on these principles.

The applicant can contact Harrow Drainage Section for further information

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