
Dated: *12th August* 2016

- (1) RICHMOND UPON THAMES LONDON BOROUGH COUNCIL
- (2) RICHMOND UPON THAMES COLLEGE

Agreement

under section 106 Town and Country Planning Act 1990 relating to Richmond upon Thames College, Egerton Road, Twickenham, Richmond upon Thames, TW2 7SJ

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THIS AGREEMENT is made on

12th August 2016

BETWEEN:

- (1) **RICHMOND UPON THAMES LONDON BOROUGH COUNCIL** of Civic Centre, 44 York Street, Twickenham, TW1 3BZ ("**the Council**"); and
- (2) **RICHMOND UPON THAMES COLLEGE** of Egerton Road, Twickenham, TW2 7SJ ("**the College**")

BACKGROUND

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located and the person who is entitled to enforce the obligations contained in this Agreement.
- (B) The College is the freehold owner of the majority of the Site (save for small areas of the Site which are owned by TFL or Harlequins) which is free from encumbrances that would prevent the College entering into this Agreement.
- (C) The Parties agree that TFL shall not be a party to this Agreement on the basis that the interest it holds in the Site is not proprietary in nature.
- (D) The Parties agree that Harlequins shall not be a party to this Agreement on the basis that the College shall secure the Right of Access from Harlequins.
- (E) The College intends to dispose of the parts of the Site which are to be developed for the School, the Residential Units and the Technical Hub to third parties who do not at the date of this Agreement have an interest in the Site.
- (F) Pursuant to the Planning Application the College has applied to the Council for outline planning permission for the Development.
- (G) The Council supports the Development but is unable or unwilling to approve the Planning Application or to grant the Planning Permission in the absence of this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.
- (H) The College and the Council have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the College and its respective successors in title.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement, the following words and expressions have the following meanings:

- "1980 Act"** the Highways Act 1980
- "1990 Act"** the Town and Country Planning Act 1990
- "Access Improvements Agreement"** an agreement under section 278 (and possibly also section 38 and section 228) of the 1980 Act which will provide for the carrying out and payment for the General Access Improvements save to the extent that the works are to be carried out beyond the public highway
- "Accredited Car Club Provider"** an organisation accredited in the United Kingdom by Car Plus which provides cars for use by members of a Car Club in consideration of payment therefore
- "Additional Affordable Housing Units"** means any additional Affordable Housing units and/or enhanced Affordable Housing offer (i.e. in excess of the Affordable Housing Units or an enhanced number and/or mix and/or tenure of Affordable Housing Units) which it is determined following the exercise in paragraphs 1.1.1 to 1.1.4 of Part 2 of Schedule 7 of this Agreement are to be provided alongside the Affordable Housing Units
- "Affordable Housing"** means low cost housing made available to those households whose needs have not been met by the market and which is to be provided by way of Affordable Rent or Shared Ownership
- "Affordable Housing Contribution"** a contribution payable by the College to the Council (In addition to the provision of the Additional Affordable Housing Units) in the sum of the Funding Surplus Figure if the Affordable Housing Viability Reviews conducted in accordance with paragraphs 6 and 7 of Part 2 of Schedule 7 determine that the Development gives rise to a Funding Surplus Figure

to be used towards the provision of off-site Affordable Housing

"Affordable Housing Units"

means Affordable Housing dwellings which comprise no less than 15% (fifteen per cent) of the Residential Units (or no less than 27 (twenty seven) dwellings) which shall be constructed in Phase 1 consisting of seven 1no bed 2 person flats, six 2no bed 4 person flats, six 2no bed 4 person maisonettes, one 3no bed 5 person flats, four 3no bed 5 person houses, one 4no bed 6 person flats and two 4no bed 6 person houses) (or such other mix and/or number as shall be agreed with the Council) and such Additional Affordable Housing Units as shall be agreed in the event that this is required following a Public Grant Review in accordance with paragraph 1.1 of Part 2 to Schedule 7

"Affordable Housing Viability Report" a report documenting the findings of the Affordable Housing Viability Reviews

"Affordable Housing Viability Review" the Phase 1 Viability Review and/or the Phase 2 Viability Review (as the case may be) being a review conducted of the Residual Land Value of the Residential Development Zone in order that the Funding Surplus Figure can be calculated to determine the value of the Phase 1 Affordable Housing Contribution and the Phase 2 Affordable Housing Contribution respectively and **"Affordable Housing Viability Reviews"** shall be construed accordingly

"Affordable Rent" rented housing let by a Registered Provider in accordance with the Housing Regeneration Act 2008 which is aimed at households who are eligible for social rented housing subject to the following:

- i. a calculation having regard to the Council's Tenancy Strategy 2013 and Affordable Housing Supplementary Planning Document 2014 and in accordance with the Regulatory Framework for Social Housing in England

from April 2012: Annex A - The Rent Standard:Guidance March 2012;

- ii. SAVE THAT the Affordable Rent in respect of any Affordable Rent Units shall not exceed the maximum Local Housing Allowance limit for the Affordable Rent Units (inclusive of service charges where applicable)

"Affordable Rented Units"

means not less than 22 (twenty two) Residential Units forming part of the Affordable Housing Units comprising three 1no bed 2 person flats, five 2no bed 4 person flats, six 2no bed 4 person maisonettes, one 3no bed 5 person flats, four 3no bed 5 person houses, one 4no bed 6 person flats and two 4no bed 6 person houses and such Additional Affordable Housing Units (including such other number and/or mix and/or tenure) as shall be agreed in accordance with paragraph 1.1 of Part 2 to Schedule 7 or such other mix and/or number and/or tenure of units agreed by the Council which are to be let by a Registered Provider (or the Council) at Affordable Rent and **"Affordable Rented Unit"** shall be construed accordingly

"Artificial Sports Pitch"

the artificial sports pitch and grass sports pitch within the College Playing Fields Sports Pitch Zone on Plan 1 to be delivered within the College Playing Fields Development Zone in a location and to a specification to be agreed between the Council and the College

"Build Cost Plan"

together the "Richmond Upon Thames College" Phase 1 – Stage D Cost Plan – Rev 4 dated 6 July 2016 and the Phase 2 –Cost Plan Rev 2 dated 14 July 2016

"Car Club"

a scheme for sharing private car facilities which is operating within the vicinity of the Site and which is made available to occupiers of the Residential Units comprised within the Development who wish to become a member of the scheme

"CLO Review"

a review meeting conducted when the unexpended value of the Community Liaison Officer Contribution (together with any Top-Up Community Liaison Officer Contribution which may have been paid in accordance with paragraph 8 of Schedule 2 of this Agreement) has been reduced to a sum of less than £7,000 (seven thousand pounds) between the Council, the College and the Community Liaison Officer to:

- i. review: a) the role, duties and performance of the Community Liaison Officer, b) the level of involvement that the Community Liaison Officer has with the local community, and c) the cost of the Community Liaison Officer in the completed or current (as the case may be) Phase of Development;
- ii. agree whether any alterations shall be made in respect of points i)a) to i)c) above in the following Phase of Development; and
- iii. agree whether a Top-Up CLO Contribution is payable and if so, in what sum BUT FOR THE AVOIDANCE OF DOUBT sufficient funds must be available at all times for the CLO to undertake their duties in accordance with Appendix 4 for the period as set out in Schedule 2 paragraph 8.

"College Access Improvements"

those improvements to be carried out by the College to Marsh Farm Lane (a public right of way) and its environs to promote pedestrian and cycle access to the Development in substantially the form detailed in section 3.3 of the Richmond upon Thames College Redevelopment Design Code Rev B submitted to the Council with the Planning Application and as shown in part on the approved drawing reference 30713/AC/042 (appended hereto at Appendix 6) and subject to the grant of

reserved matters approvals pursuant to the Planning Permission

"College Development Zone" the part of the Site identified as the College Development Zone on Plan 1

"College Development Zone Obligations" those obligations contained in Schedule 3 to this Agreement which are to bind the College Development Zone and no other part of the Site

"College Facilities" the College restaurant and catering, the College fitness gym within the Main College Building and the College hair and beauty salon (which shall all be bookable by the general public) within the College Development Zone

"College Facilities Agreement" the agreement to be entered between the College and the Council to allow the general public access to the College Facilities in accordance with paragraph 2 of Schedule 3 of this Agreement

"College Playing Fields Development Zone" the part of the Site identified as the College Playing Fields Development Zone on Plan 1

"College Playing Fields Development Zone Obligations" those obligations contained in Schedule 4 to this Agreement which are to bind the College Playing Fields Development Zone and no other part of the Site

"College Playing Fields Sports Pitch Zone" the part of the Site upon which the Artificial Sports Pitch is located within the College Playing Fields Development Zone on Plan 1 and which shall be available to the general public in accordance with the Community Use Agreement

"College Travel Plan" a travel plan in relation to the College Development Zone setting out the management arrangements for travel by the students, staff and visitors to the College Development Zone including arrangements for annual monitoring over a period of 5 (five) years and which shall accord with the Framework Travel Plan

"Community Access" use of the respective parts of the Site by the local community following the Development on the

relevant part of the Site and completion of a Community Use Agreement or College Facilities Agreement or Schools:Facilities Agreement for that part of the Site or as otherwise agreed between the College and the Council in accordance with this Agreement

"Commencement Date"

the date specified in **clause 3** of this Agreement in relation to the Site, the College Development Zone, the College Playing Fields Development Zone, the School Development Zone, the Technical Hub Development Zone and the Residential Development Zone

"Community Liaison Officer" or "CLO"

a Community Liaison Officer to be selected jointly by the Council and College but who shall for the avoidance of doubt be an appointment of the Council on terms to fulfil the roles and duties set out in Appendix 4 and otherwise in accordance with this Agreement unless otherwise agreed between the Council and the College

"Community Liaison Officer Contribution"

the sum of £70,000 (seventy thousand pounds) which shall be Indexed as at the date on which this contribution is paid to the Council to be used towards the appointment of a Community Liaison Officer by the Council

"Community Use Agreement"

the agreement to be entered between the College and the Council and such other parties as are necessary in relation to the Community Use Facilities to record and authorise Community Access arrangements thereto in accordance with the Framework of the potential provisions to be included within the Community Use Agreement in relation to the Community Use Facilities at Appendix 1 of this Agreement

"Community Use Facilities"

the Artificial Sports Pitch, Multi-Use Games Area and Changing Rooms and the Sports Hall and associated parking which are to be subject to the Community Use Agreement which is to be entered

in accordance with paragraph 12 of Schedule 2 of this Agreement

"Contributions"

together the Community Liaison Officer Contribution, Controlled Parking Zone Contribution, Environmental Enhancement Measures Contribution, Open Space Contribution, Crane Valley Contribution, the Off-Site Play Space Contribution and the Traffic Management Order Contribution

"Controlled Parking Zone" or "CPZ"

a controlled parking zone to be created by the Council (including the controlled parking zone on the northern side of the A316) or the extension of the existing CPZs HM and/or R as currently shown on Plan 2 and as amended by the Council from time to time (in location and/or hours of operation) to introduce restrictions on parking for non-permit holders on the highways during certain times of the day and/or on certain days

"Controlled Parking Zone Contribution"

the sum of £30,000 (thirty thousand pounds) which shall be Indexed at the date on which this contribution is paid to the Council to fund surveys to determine if there should be amendments to a CPZ and/or creation of a new CPZ in accordance with paragraph 10 of Schedule 2 of this Agreement and if so, to fund the implementation of or changes to the CPZ

"Crane Valley Contribution"

the sum of £50,000 (fifty thousand pounds) which shall be Indexed as at the date that it is paid to the Council in accordance with this Agreement and shall thereafter be used towards ecological and environmental improvements within the Crane Valley which may at the Council's discretion include the following projects:

- a) habitat works to improve the existing concrete canalised channel to improve its value for wildlife and offset some of the impacts closer to the College Development

Zone and the College Playing Fields Development Zone;

b) creating in-stream vegetation in the River Crane and lower Duke of Northumberland River for water voles and invertebrates via either floating BioHaven platforms (if proven successful elsewhere on the Duke of Northumberland River) or coir rolls both planted with native wetland flora; and

c) further small-scale habitat management over a wider area along the River Crane as mitigation

"Determining Surveyor"

means an independent and reputable chartered surveyor registered with the Royal Institution of Chartered Surveyors who is suitably qualified to assess the Affordable Housing Viability Reviews (as necessary in accordance with paragraph 6 of Part 2 to Schedule 7 of this Agreement) to determine whether:-

(a) the Development achieves the Funding Surplus Figure; and

(b) an Affordable Housing Contribution is payable and (if so) the quantum of the said amount

"Developer's Profit"

the apportionment in favour of the developer of the Residential Development Zone of any Surplus generated by the Development of the Residential Development Zone and which shall not for the avoidance of doubt exceed 17.5% (seventeen and a half per cent) of GDV

"Development"

the development of the Site by way of the demolition of existing college buildings, site clearance and groundworks together with the redevelopment of the site to provide: 1) A new campus for education and enterprise purposes, comprising; Replacement College (Use Class D1) of up to 16,000sqm to accommodate up to 3,000 FTE day time students, as well as evening and weekend

use; A Science, Technology, Engineering and Maths (STEM) Centre (D1 Use Class) of up to 6,100sqm. 2) A new Secondary School (D1 Use Class) of up to 7,000 sqm for up to 750 students; 3) A new Special Educational Needs (SEN) School (D1 Use Class) of up to 4,000sqm for up to 115 students; 4) A new ancillary 'Technical Hub' for Haymarket Media (B1 Use Class) of up to 1,700sqm; 5) Replacement on-site sports centre (D2 Use Class) of up to 3,900sqm to serve both the college, schools and wider community; 6) The upgrading of existing Craneford Way playing fields for use by the college, schools and local community; 7) Alterations to existing means of access for vehicles, pedestrians and cyclists from the A316 involving the creation of a signalised junction, alterations to the A316 footbridge and minor realignment of Langhorn Drive, alterations of existing vehicular access points on Egerton Road as well as the upgrading of Marsh Farm Lane footpath; 8) Provision of on-site parking (non-residential), open space and landscaping and 9) A new residential development of up to 180 units together with associated parking for up to 190 vehicles, open space and landscaping

"Development Specification"

the Development Specification dated February 2016 prepared by CgMs and received by the Council on 5 February 2016 and being an approved document for the Planning Permission

"Employment and Skills Plan"

an Employment and Skills Plan prepared by or on behalf of the College in accordance with Appendix C of the Client Based Approach (Construction) document published by the National Skills Academy in May 2012 in a form approved by the Council (such approval not to be unreasonably withheld or delayed) which shall set out the means by which the College and the Council shall work together to maximise employment and training opportunities for local residents and businesses during the construction of the Development pursuant to the Planning Permission and insofar as it is able to do

so having due regard to the Construction (Design and Management) Regulations 1994 and the College's Site Rules and Health and Safety Policies to target employment opportunities arising in connection with the implementation of the Development to local residents

"Enabling Development Land" the Schools Development Zone, the Residential Development Zone and the Technical Hub Development Zone

"Enabling Development Land Sum" the viability benchmark fixed at £42,600,000 (forty two million six hundred thousand pounds) as evidenced in the Build Cost Plan

"Environmental Enhancement Measures Contribution" the sum of £10,000 (ten thousand pounds) which shall be Indexed as at the date of payment in accordance with Schedule 2 of this Agreement which shall be used by the Council to:

- i. protect/enhance ecological biodiversity within the vicinity of the Site; and
- ii. increase tree planting on the approach roads leading to the Site

"Framework Travel Plan" the framework travel plan to be agreed between the Council and the College in accordance with paragraph 1 of Schedule 2 of this Agreement which shall provide a framework of the detail and requirements of the College Travel Plan, Schools Development Zone Travel Plan, Residential Travel Plan, Playing Fields Management Plan and the Technical Hub Travel Plan all of which shall comply with Trics standards or such other equivalent standard which may be introduced from time to time

"Funding Surplus Figure" 50% (fifty per cent) of any Surplus and for the avoidance of doubt the funding surplus figure shall not exceed the sum of £17,800,000 (seventeen million and eight hundred thousand pounds)

The Funding Surplus Figure will be calculated pursuant to the following formula:

$$D = [(A - B) \times 50\%] - C$$

Whereby D cannot be less than 0 or greater than £17,800,000, based on the following definitions:

A = the Residual Land Value

B = the Enabling Development Land Sum

C = the sum of any previous payments already made to the Council pursuant to this Agreement in connection with the provision of Affordable Housing

D = Funding Surplus Figure

Worked Example 1

Where the following applies:

$$A = \text{£}46,600,000$$

$$B = \text{£}42,600,000$$

$$C = \text{£}1,000,000$$

$$D = [(\text{£}46.6\text{m} - \text{£}42.6\text{m}) \times 50\%] - \text{£}1\text{m}$$

$$D = (\text{£}4\text{m} \times 50\%) - \text{£}1\text{m}$$

$$D = \text{£}1,000,000$$

Worked Example 2

Where the following applies:

$$A = \text{£}82,600,000$$

$$B = \text{£}42,600,000$$

$$C = \text{£}1,000,000$$

$$D = [(\text{£}82.6\text{m} - \text{£}42.6\text{m}) \times 50\%] - \text{£}1\text{m}$$

$$D = (\text{£}40\text{m} \times 50\%) - \text{£}1\text{m}$$

$$D = \text{£}19,000,000 \text{ (exceeds cap)}$$

Therefore,

D = £17,800,000 (seventeen million eight hundred pounds)

"GDV"

the aggregate of actual revenue received from the sale of completed elements of the development of the Residential Development Zone (in accordance with the Planning Permission) and the estimated sale value on completion of all elements of the development of the Residential Development Zone (in accordance with the Planning Permission) which are currently not completed or are completed but have not been sold

"General Access Improvements"

those improvements shown on the approved drawings (save where indicated and subject to any amendments thereto approved by the Council) at Appendix 6 to be carried out to create a signalised junction between the A316 and Langhorn Drive (30713/AC/038 Rev C), works to the junctions on Egerton Road (30713/AC/040 & 30713/AC/041), works to widen the access to the Site from Langhorn Drive mini roundabout (as shown indicatively on the unapproved drawing reference 30713/AC/035) and the formation of a new pedestrian crossing at the new Site access at Marsh Farm Lane and the alterations to the footbridge over the A316 and/or such other improvements agreed in writing between the parties)

"Harlequins"

means Harlequins Estates (Twickenham) Limited being the owner of part of the Site and with whom the College shall enter into a deed to secure the Right of Access

"Index"

the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor ministry or department of government or such alternative index or comparable measure of price inflation as is agreed between the College and the Council

| | |
|---------------------------------------|--|
| "Indexed" | <p>to increase a sum in accordance with the formula whereby the relevant contribution is multiplied by the fraction A divided by B where:</p> <p>B represents the value of the Index; and</p> <p>A represents the value of the Index as at the date of payment of the relevant contribution to the Council</p> |
| "Independent Expert" | <p>means an expert with suitable qualifications, experience and resources to be able to properly assess the Affordable Housing Viability Reviews, to be appointed by the Council in accordance with paragraph 6 of Part 2 of Schedule 7</p> |
| "Interest" | <p>means interest at the rate of 2% per annum above the base lending rate for the time being of the Bank of England</p> |
| "Landscaping Strategy" | <p>a strategy for the landscaping to be delivered on the Site including the planting of not less than 300 (three hundred) trees approved pursuant to a condition U08049 to the draft Planning Permission at Schedule 1 of this Agreement</p> |
| "Local Employment Scheme" | <p>a scheme to be agreed with the Council to provide for appropriate actions to secure opportunities for local residents to obtain employment in the construction of the Development pursuant to the Planning Permission</p> |
| "Local Enterprise Partnership" | <p>means the local enterprise partnership operated by the Greater London Authority in the Council's area</p> |
| "Main College Building" | <p>the main building for operation of the College within the College Development Zone identified as College Building Zone 1 pursuant to the Planning Permission as identified on Plan 1</p> |
| "Management Committee" | <p>the management committee to be established under the Community Use Agreement</p> |
| "Monitoring Fee" | <p>means the sum of 5% (five per cent) of the value of Contributions which shall be Indexed as at the</p> |

date upon which the Monitoring Fee is payable in accordance with clause 7 of this Agreement

"Multi-Use Games Area and Changing Rooms" the multi-use games area located across the Schools Development Zone and the changing rooms located within the Sports Hall only

"National Housing Design Standards" means the standards specifying the gross internal floor area of new dwellings set out in the Department of Communities and Local Government's 'Technical housing standards - nationally described space standards' dated March 2015

"New Permission" a planning permission authorising the redevelopment of the Site in a manner which would, if such redevelopment were completed, cause the College or its successors in title to be in breach of any or all of the provisions contained in this Agreement

"Occupation" means occupation of any part of the Development except occupation for construction or for fitting out or for marketing or repair and "Occupy", "Occupier" and "Occupied" shall be construed accordingly

"Off-Site Affordable Housing" Affordable Housing arranged by the Council via a Registered Provider following the receipt of an Affordable Housing Contribution in accordance with Part 2 of Schedule 7 of this Agreement outside of the Site and elsewhere within the Council's jurisdiction or (if out of Borough) from which the Council will derive nomination rights

"Off-Site Play Space Contribution" the sum of £50,000 (fifty thousand pounds) which shall be Indexed and paid by the College to the Council in accordance with paragraph 3 of Schedule 2 of this Agreement and which shall be used by the Council towards the provision of children's play space outside of the Site and elsewhere within the Council's jurisdiction

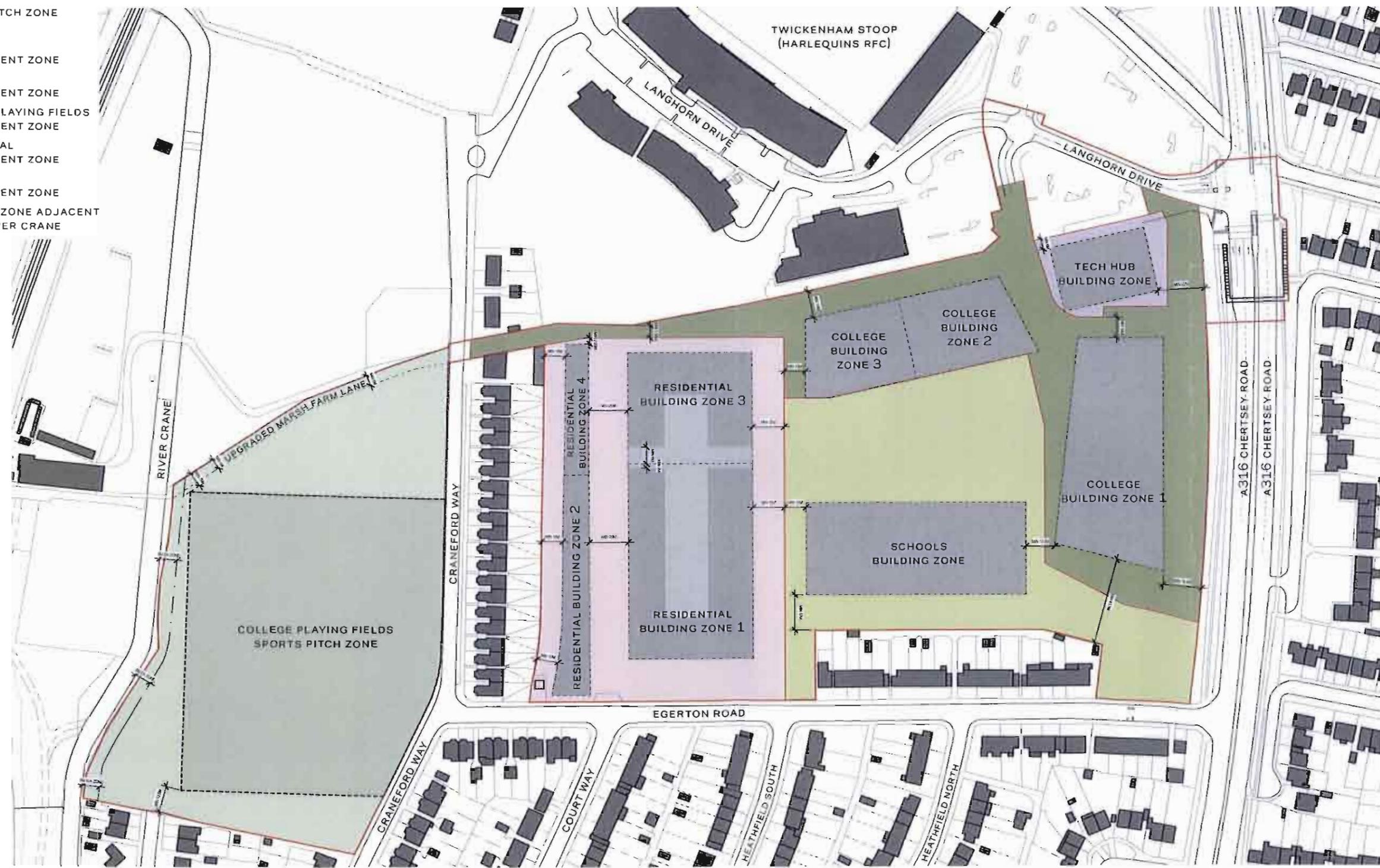
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| "On-Site Play Space" | the children's play space measuring 640sqm to be delivered within the Residential Development Zone in accordance with the Planning Permission and any subsequent reserved matters approvals granted by the Council |
| "Open Market Units" | those residential units which are not Affordable Housing Units and are to be sold on the open market |
| "Open Space Contribution" | means the sum of £40,700 (forty thousand seven hundred pounds) which shall be Indexed and paid to the Council in accordance with paragraph 3 of Schedule 2 of this Agreement and shall thereafter be used by the Council for the upgrading and maintenance of Craneford Way West Playing Field |
| "Operation" | means the use and operation of a building or other part of the Development such that it is performing the functions that it was intended to be used and operated for |
| "Parties" | the parties to this Agreement being the Council and the College and their respective successors in title from time to time |
| "Payment Date" | the date upon which the Contributions (respectively) are paid to the Council |
| "Phase of Development" | the respective phases of Development pursuant to the Planning Permission in accordance with the Phasing Scheme set out in the Development Specification |
| "Phase 1" | phase 1 of the development of the Residential Development Zone pursuant to the Planning Permission as identified within the Development Specification plan Phasing 2b |
| "Phase 1 Affordable Housing Contribution" | the contribution which may or may not be payable towards the provision of Affordable Housing following the Phase 1 Viability Review in accordance with paragraph 6.11 of Part 2 of Schedule 7 of this Agreement |

| | |
|--|---|
| "Phase 1 Viability Review" | The Affordable Housing Viability Report prepared following Practical Completion of the Residential Units in Phase 1 in accordance with paragraph 6.1 of Part 2 of Schedule 7 of this Agreement |
| "Phase 2" | phase 2 of the development of the Residential Development Zone pursuant to the Planning Permission as identified within the Development Specification plan Phasing 3b and 3c |
| "Phase 2 Affordable Housing Contribution" | the contribution which may or may not be payable towards the provision of Affordable Housing following the Phase 2 Viability Review in accordance with paragraph 6.15 of Part 2 of Schedule 7 of this Agreement |
| "Phase 2 Viability Review" | the Affordable Housing Viability Report carried out following Practical Completion of 70% (seventy per cent) of the Residential Units in Phase 2 in accordance with paragraph 6.2 of Part 2 of Schedule 7 of this Agreement |
| "Phasing Scheme" | the phasing plans appended to this Agreement at Appendix 8 which form part of the approved Development Specification |
| "Planning Application" | an application for outline planning permission for the carrying out of the Development made by the College on 7 August 2015, carrying the reference 15/3038/OUT |
| "Planning Permission" | the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft planning permission set out in Schedule 1 |
| "Plan 1" | the plan attached to this Agreement numbered PL-04 Rev A and marked 'Plan 1' |
| "Plan 2" | London Borough of Richmond upon Thames - Controlled Parking Zones and Car Parks borough map 2015 attached to this Agreement and marked 'Plan 2' |

C/A
Ready

KEY TO DRAWING

- APPLICATION SITE BOUNDARY
- DEVELOPMENT ZONE BOUNDARIES
- EXISTING BUILDINGS
- BUILDING ZONE
- BUILDING ZONE - PODIUM AREA
- SPORTS PITCH ZONE
- COLLEGE DEVELOPMENT ZONE
- SCHOOLS DEVELOPMENT ZONE
- COLLEGE PLAYING FIELDS DEVELOPMENT ZONE
- RESIDENTIAL DEVELOPMENT ZONE
- TECH HUB DEVELOPMENT ZONE
- 8M CLEAR ZONE ADJACENT TO THE RIVER CRANE



Project
 REEC Richmond Education & Enterprise Campus
 Prepared for
 Richmond-upon-Thames College
 Client Location
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| A | OPA REVISION | 2015.11.17 |

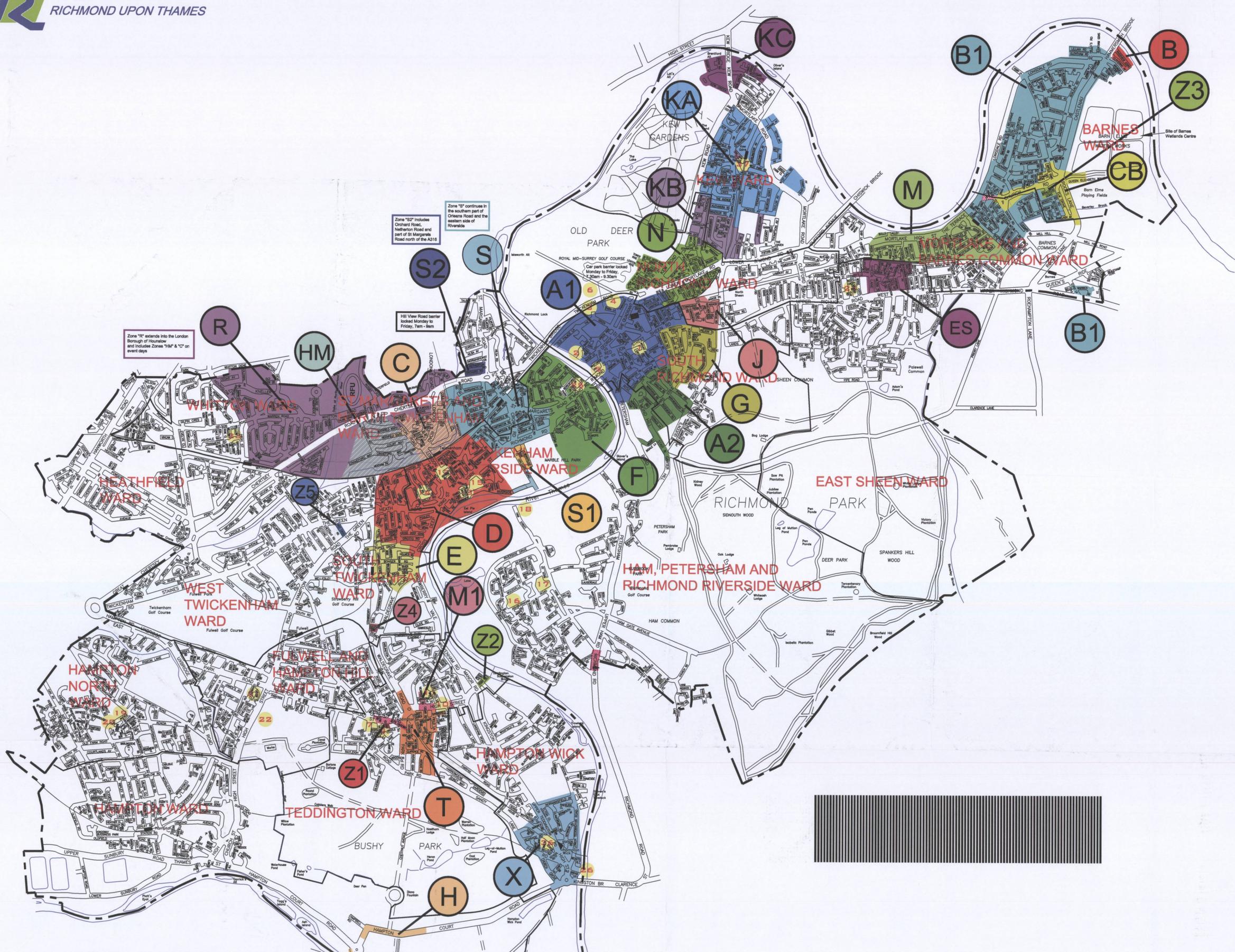
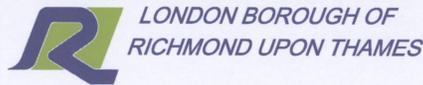
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Sheet Title
 Building Zones
 Parameter Plan

Original drawing is A3. Do not scale this drawing.

Sheet Number:
PL-04 **A**

London Borough of Richmond upon Thames - Controlled Parking Zones (CPZs) and car park locations



| Ref No. | Location | Time In | Charge | Capacity |
|---------|--------------------------------|---------|--------|----------|
| 1 | Purves Road (one-way) | - | Yes | 241 |
| 2 | Purves Lane, Richmond | - | Yes | 83 |
| 3 | Old Deer Park, Richmond | 24 | Yes | 248 |
| 4 | Old Deer Park Extension | 4 | Yes | 24 |
| 5 | Richmond Riverside | 15 | Yes | 100 |
| 6 | Richmond Road, on the Park | 4 | Yes | 80 |
| 7 | North Lane - west side, Tedd | 3 | Yes | 20 |
| 8 | North Lane - east side, Tedd | 3 | Yes | 20 |
| 9 | Coker Road, Teddington | 3 | Yes | 20 |
| 10 | Teddington Pond & Gym | 4 | Yes | 24 |
| 11 | Arrog Road (one-way) | 3 | Yes | 24 |
| 12 | Church Lane, Twickenham | 2 | Yes | 20 |
| 13 | Holly Road, Twickenham | 4 | Yes | 24 |
| 14 | York House, Twickenham | 3 | Yes | 24 |
| 15 | St Roman's Church, Ham | - | Yes | 20 |
| 16 | Arbuthnot Road, Ham | 24 | No | 10 |
| 17 | Ham Riverside, Ham Street | - | No | 200 |
| 18 | Tring Park (off The Avenue) | 24 | No | 271 |
| 19 | The Three Cloaks, Hampton Hill | 4 | Yes | 22 |
| 20 | High Street Hampton Hill | 2 | No | 48 |
| 21 | Hampton Hill | 3 | Yes | 80 |
| 22 | Hampton Hill | 3 | Yes | 80 |
| 23 | Hampton Hill | 3 | Yes | 80 |
| 24 | Hampton Hill | 3 | Yes | 80 |
| 25 | Royal House (Barnes only) | 4 | Yes | 24 |
| 26 | Old Bridge Street, Twickenham | 1 | Yes | 10 |
| 27 | Hampton Hill | 4 | Yes | 20 |
| 28 | Hampton Hill | 4 | Yes | 20 |
| 29 | Kew Gardens Station, Kew | 2 | Yes | 11 |

NOTES

- Part of the A1 zone also operates on Sunday and bank holidays, 11.00am to 5.00pm, and resident permit holder bays operate and are subject to the same.
- Part of the KC zone also operates on bank holidays, 11.00am to 5.00pm. Zone KC operates resident permit holder bays, and not the whole of Kew Green.
- Zone B1 operates on bank holidays, 1 April to 31 October. Residents' visitors permits are available to residents only. Each household may purchase 20 hours of 20 permits each year. Permits are valid for a maximum of 8 hours: 8.00am to 2.00pm (Zones E and Z4 only); 12.00pm to 8.00pm. Residents over 60 years of age may purchase resident visitor permits at a discount of 50%.
- On-street parking charges given in these tables are standard charges. Discounted charges apply and charges may vary with a Richmond Card or by using the mobile telephone payment system.
- On-street parking charges shown are valid as of 1 April 2011. Discounted charges due to come into force on 12 June 2011. Discounted charges will continue to apply, but the issue of discount will change on 12 June 2011.
- Former zones B1 (South Barnes), CB1 (Barnes Village) and CB2 (South Barnes) have been merged to form zone B1 (Barnes) in August 2010.
- All car parks Ref no 3 and 10 there are facilities for electric vehicle charging.
- The hours of the East Sheen CPZ were reduced on 18 November 2013 by way of an Experimental Traffic Order from Monday 11.00am to 4.00pm to Monday 11.00am to 3.00pm. This experimental change will be reviewed during 2014/15 to see whether or not the change is made permanent.

| Ref No. | Location | Time In | Charge | Capacity |
|---------|--------------|---------|--------|----------|
| 30 | Hampton Hill | 3 | Yes | 80 |
| 31 | Hampton Hill | 3 | Yes | 80 |
| 32 | Hampton Hill | 3 | Yes | 80 |
| 33 | Hampton Hill | 3 | Yes | 80 |
| 34 | Hampton Hill | 3 | Yes | 80 |
| 35 | Hampton Hill | 3 | Yes | 80 |
| 36 | Hampton Hill | 3 | Yes | 80 |
| 37 | Hampton Hill | 3 | Yes | 80 |
| 38 | Hampton Hill | 3 | Yes | 80 |
| 39 | Hampton Hill | 3 | Yes | 80 |
| 40 | Hampton Hill | 3 | Yes | 80 |

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- "Playing Fields Management Plan"** a management plan setting out the management arrangements for travel to and from the College Playing Fields Development Zone promoting travel choices, minimising use of the private car and reducing disturbance to local residents when the Artificial Sports Pitch is in use, in particular during the evening period, and landscape management and maintenance
- "Practical Completion"** means issue of a certificate by the College's architect, civil engineer or chartered surveyor as appropriate certifying that the Development is for all practical purposes sufficiently complete to be put into use such certificate not to be unreasonably withheld or delayed and **"Practically Completed"** shall be construed accordingly
- "Priority Groups"** those groups that may be identified in the Community Use Agreement as being under-represented for an activity engaged in within the Artificial Sports Pitch, Multi-Use Games Area and Changing Rooms and Sports Hall pursuant to the Community Use Agreement
- "Protected Tree"** the Horse Chestnut tree on the Site which is protected by way of tree preservation order and allocated reference T173 (as referred to in Appendix 15.5 of the Environmental Statement dated 1 June 2015 submitted with the Planning Application)
- "Public Art"** public art in forms and locations to be agreed with the Council for delivery within the Site (for example, temporary art installations and displays such as art installations related to the College and the School's activities)
- "Public Grant"** a capital sum net of all cost and taxation that is payable by the Council and/or the Greater London Authority to the Registered Provider as a contribution towards increasing the provision of Affordable Housing Units within the Residential Development Zone which shall for the avoidance of

doubt be payable by the Council and/or the Greater London Authority to the Registered Provider subject to the completion of a funding agreement between the Council and/or the Greater London Authority and the Registered Provider which shall incorporate conditions in relation to the receipt and use of the funding

"Public Grant Review"

a review conducted by the Council and/or the Greater London Authority of the Public Grant to be paid to and/or used by the Registered Provider in respect of the provision of the Affordable Housing Units within the Residential Development Zone.

"Registered Provider"

a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 as nominated by the College and approved by the Council (such approval not to be unreasonably withheld or delayed)

"Residential Development Zone"

the part of the Site identified as the Residential Development Zone on Plan 1

"Residential Development Zone Obligations"

those obligations contained in Schedule 7 to this Agreement which shall bind only the Residential Development Zone and not the remainder of the Site

"Residential Travel Plan"

a travel plan in relation to the Residential Development Zone including arrangements for monitoring over a period of 5 (five) years which shall accord with the Framework Travel Plan

"Residential Units"

all of the residential units to be constructed on the Site within the Residential Development Zone on Plan 1 pursuant to the Planning Permission including the Affordable Housing Units and the Open Market Units

"Residual Land Value"

the value of the Residential Development Zone calculated taking into account: a) actual costs and revenue properly incurred and received in relation to the development of the Residential Development Zone (in accordance with the

Planning Permission) at the date of the relevant Affordable Housing Viability Review (in accordance with paragraph 6 of Part 2 of Schedule 7 of this Agreement); and b) projected costs and revenue at the date of the relevant Affordable Housing Viability Review (in accordance with paragraph 6 of Part 2 of Schedule 7 of this Agreement) without the application of any predicted future growth of elements of the development of the Residential Development Zone (in accordance with the Planning Permission) not yet committed or completed, and for the avoidance of doubt all items of cost and revenue (including cashflow timescales) are subject to the Affordable Housing Viability Review with the exception of Developers' Profit which shall for the avoidance of doubt be fixed at 17.5% (seventeen and a half per cent) of GDV

"Review Committee"

the review committee to be established pursuant to the Community Use Agreement comprising representatives including (but not limited to) the parties to the Community Use Agreement

"Richmond College Development Monitoring Group"

the group responsible for monitoring community liaison in respect of the Development which shall be co-ordinated by the Community Liaison Officer in accordance with paragraph 8 of Schedule 2 of this Agreement and which may be attended by all or any of those parties listed in paragraph 2 of Appendix 4

"Right of Access"

means the right of access granted by Harlequins to the College and its successors in title in the form or in a form of similar effect to that set out in Appendix 7 to this Agreement

"School"

the secondary school which is to occupy the Schools Development Zone

"Schools Development Zone"

that part of the Site identified as the Schools Development Zone on Plan 1

| | |
|---|--|
| "Schools Development Zone Obligations" | those obligations contained in Schedule 5 to this Agreement which shall bind only the Schools Development Zone and not the remainder of the Site |
| "Schools Development Zone Travel Plan" | a travel plan in relation to the Schools Development Zone setting out the management arrangements for travel by the students, staff and visitors including arrangements for monitoring over a period of 5 (five) years which shall accord with the Framework Travel Plan and comply with the standards required by TFLs Sustainable Travel: Active, Responsible, Safe accreditation scheme or equivalent system in place from time to time |
| "Schools Facilities" | means the dining rooms and catering facilities of the School and SEN School within the Schools Development Zone |
| "Schools Facilities Agreement" | the agreement to be entered between the College and the Council to allow the general public access to the Schools Facilities in accordance with paragraph 2 of Schedule 5 of this Agreement |
| "Section 73 Planning Permission" | any planning permission granted pursuant to an application to vary a condition attached to the Planning Permission under section 73 of the 1990 Act |
| "Shared Ownership" | means a form of Affordable Housing whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Housing Unit of not less than 25% (twenty five per cent) and not more than 75% (seventy five per cent) and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100% (one hundred per cent) |
| "Shared Ownership Housing Unit" | means not less than 5 (five) Residential Units comprising four 1 no bed 2 person flats and one 2 no bed 4 person flats; unless otherwise agreed with the Council in determining the number and/or mix and/or tenure of Additional Affordable Housing Units and such Additional Affordable Housing Units |

that the Site can viably deliver as shall be agreed in accordance with paragraph 1 of Part 2 to Schedule 7 or such other number and/or mix and/or tenure of units agreed by the Council forming part of the Affordable Housing Units which are to be provided on a Shared Ownership basis and **"Shared Ownership Units"** shall be construed accordingly

"Shared Ownership Lease"

means a lease which accords with the Homes and Communities Agency model form of shared ownership lease issued from time to time

"Site"

the freehold property known as Richmond upon Thames College, Egerton Road, Twickenham, Richmond upon Thames, TW2 7SJ in respect of which a small area is unregistered but is for the most part registered at HM Land Registry under the Title Numbers and shown for identification edged red on Plan 1

"Special Educational Needs School"

that part of the Site upon which the school for special educational needs is to be constructed as within the School Development Zone also referred to as the **"SEN School"**

"Specialist"

has the meaning given to it in **clause 8.2**

"Specified Period"

ten (10) years from and including the Payment Date in respect of any Contribution

"Sports Hall"

the sports hall (referred to as the "Sports Centre" in the description of the Development submitted in the Planning Application) to be constructed within the College Development Zone

"STEM Building"

the Science, Technology, Engineering and Maths building to be erected within the College Development Zone pursuant to the Planning Permission as identified on Plan 1 within College Building Zone 2

"Surplus"

the surplus arising in the event that the Residual Land Value established pursuant to the Affordable

| | |
|--|--|
| | Housing Viability Review (in accordance with paragraph 6 of Part 2 of Schedule 7 of this Agreement) exceeds the Enabling Development Land Sum |
| "Technical Hub" | the technical hub to be constructed pursuant to the Planning Permission within the Technical Hub Development Zone |
| "Technical Hub Development Zone" | that part of the site identified as the Technical Hub Development Zone on Plan 1 |
| "Technical Hub Development Zone Obligations" | those obligations contained in Schedule 6 to this Agreement which shall bind only the Technical Hub Development Zone and not the remainder of the Site |
| "Technical Hub Travel Plan" | a travel plan setting out the management arrangements for travel by staff and visitors to the Technical Hub Development Zone including arrangements for monitoring over a period of 5 (five) years which shall accord with the Framework Travel Plan |
| "TFL" | Transport for London |
| "Title Number(s)" | freehold title numbers MX347546, SGL466551, TGL139002, TGL180151, TGL321349 and TGL318831 |
| "Top-Up Community Liaison Officer Contribution" | the sum to be determined following a CLO Review payable by the College to the Council in addition to the Community Liaison Officer Contribution in accordance with paragraphs 8.9 to 8.12 of Schedule 2 of this Agreement |
| "Traffic Management Orders" | those traffic management orders which the Council and the College agree are necessary in connection with the Development and for the avoidance of doubt to include five CPZ pay and display parking bays in Egerton Road |
| "Traffic Management Order Contribution" | the sum of £3,000 (three thousand pounds) which shall be Indexed as at the date paid to the Council and thereafter shall be used towards the creation |

of the Traffic Management Orders and implementation thereof

"Travel Plans"

the Framework Travel Plan, the College Travel Plan, the Schools Development Zone Travel Plan, the Technical Hub Travel Plan, the Residential Travel Plan and the Playing Fields Management Plan

"Tree Bond"

means the sum of £86,830 (eighty six thousand eight hundred and thirty pounds) being a sum calculated via a Capital Asset Valuation for Amenity Trees valuation of the Protected Tree which shall be Indexed at the date the Tree Bond is to be put in place in accordance with Schedule 4 of this Agreement and which shall be secured by way of bond in respect of the Protected Tree

"Unallocated Amount"

the amount, if any, of the relevant Contributions that has not been expended or otherwise committed by the Council for the purpose set out in this Agreement together with interest on that amount calculated at the base rate from time to time of Barclays Bank plc for the period beginning on the Payment Date and ending on the last day of the Specified Period

"Updated Affordable Housing and Economic Viability Assessment"

the updated affordable housing and economic viability assessment prepared by BNP Paribas Real Estate and dated 29 July 2016

"Viability Adjustment"

the value by which the Development reduces in viability between the date of the Phase 1 Viability Review and the Phase 2 Viability Review calculated in accordance with paragraph 6.17 of Part 2 of Schedule 7

"Working Day"

means any day excluding Saturdays Sundays and bank holidays and "Working Days" shall be construed accordingly

1.2 In this Agreement:

1.2.1 the clause headings do not affect its interpretation;

- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
 - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - 1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.4 references to the Site include any part of it;
- 1.2.5 references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act ;
- 1.2.6 "including" means "including, without limitation";
- 1.2.7 any covenant by the College not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.8 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually (subject to clause 2.5 of this Agreement); and
- 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

1.3 The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other enabling powers.

2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council any of its statutory powers, functions or discretions in relation to the Site or otherwise.

2.4 This Agreement will be registered as a local land charge by the Council.

2.5 The obligations in this Agreement will not be enforceable against:

2.5.1 the buyers of an individual dwellinghouse erected on the Site pursuant to the Planning Permission save for paragraph 10.1 of Schedule 2 of this Agreement;
or

2.5.2 a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the College to that statutory undertaker.

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

3. **COMMENCEMENT DATE**

3.1 The obligations contained in **clauses 4.1 to 4.2** and **Schedules 2 to 7** (inclusive) to this Agreement do not come into effect until the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of **clause 3.2 to 3.7** inclusive)

3.2 The Commencement Date will not be triggered by any of the following operations:

3.2.1 site investigations or surveys;

3.2.2 site decontamination;

3.2.3 construction of the construction access and service roads;

3.2.4 the demolition of any existing buildings or structures;

3.2.5 the clearance or regrading of the Site;

3.2.6 works connected with infilling; or

3.2.7 works for the provision of drainage or mains services to prepare the Site for development.

- 3.3 The obligations contained in Schedule 3 do not come into effect until the date on which the part of the Development which is to be carried out on the College Development Zone commences on the College Development Zone by the carrying out on the College Development Zone pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of **clause 3.2**)
- 3.4 The obligations contained in Schedule 4 do not come into effect until the date on which that part of the Development which is to be carried out on the College Playing Fields Development Zone commences on the College Playing Fields Development Zone by the carrying out on the College Playing Fields Development Zone pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of **clause 3.2**).
- 3.5 The obligations contained in Schedule 5 do not come into effect until the date on which that part of the Development which is to be carried out on the Schools Development Zone commences on the Schools Development Zone by the carrying out on the Schools Development Zone pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of **clause 3.2**).
- 3.6 The obligations contained in Schedule 6 do not come into effect until the date on which that part of the Development which is to be carried out on the Technical Hub Development Zone commences on the Technical Hub Development Zone by the carrying out on the Technical Hub Development Zone pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of **clause 3.2**).
- 3.7 Save as otherwise provided in this Agreement, the obligations contained in Schedule 7 do not come into effect until the date on which that part of the Development which is to be carried out on the Residential Development Zone commences on the Residential Development Zone by the carrying out on the Residential Development Zone pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (subject to the provisions of **clause 3.2**).

4. **OBLIGATIONS OF THE PARTIES**

- 4.1 The College agrees with the Council to comply with the obligations on its part set out in **Schedules 2 to 7** in relation to the Development.
- 4.2 The Council agrees with the College to comply with the obligations on its part set out in **Schedules 2 to 7**.
- 4.3 The Council agrees with the College that it will issue the Planning Permission within two (2) Working Days of the date of this Agreement.

4.4 The Council agrees with the College to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

4.5 No person will be liable for any breach of the terms of this Agreement occurring:

4.5.1 in respect of Schedule 2 after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs;

4.5.2 in respect of Schedule 3 after the date on which they part with their interest in the College Development Zone;

4.5.3 in respect of Schedule 4 after the date on which they part with their interest in the College Playing Fields Development Zone;

4.5.4 in respect of Schedule 5 after the date on which they part with their interest in the Schools Development Zone;

4.5.5 in respect of Schedule 6 after the date on which they part with their interest in the Technical Hub Development Zone;

4.5.6 in respect of Schedule 7 after the date on which they part with their interest in the Residential Development Zone;

but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this **clause 4.5**.

4.6 Following the Commencement Date, in the event that a Section 73 Planning Permission is granted the Parties agree that the terms of this Agreement shall extend to the Section 73 Planning Permission as if the Section 73 Planning Permission had been referred to in this Agreement unless otherwise agreed between the Parties.

5. **TERMINATION OF THIS AGREEMENT**

5.1 This Agreement will come to an end if:

5.1.1 subject to **clause 5.2**, the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable; or

5.1.2 the Planning Permission expires before the Commencement Date without having been implemented.

5.2 **Clause 5.1.1** will not apply in respect of any minor modifications to the Planning Permission or the Development agreed from time to time between the Council and the College prior to the Commencement Date.

5.3 Where the Agreement comes to an end under **clause 5.1**:

5.3.1 the Council is to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site ;and

5.3.2 any unspent monies paid under this Agreement to the Council, with the exception of fees paid under **clause 7**, are to be returned to the party that made the payment within one (1) month of the Agreement coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment at Barclays Bank plc.

5.4 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.

5.5 If the College makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the Council will place such a note against the entry.

6. **NOTICES**

6.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

6.2 Any notice, demand or any other communication served on the College is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.

6.3 Any notice, demand or any other communication served on the Council is to be sent to The London Borough of Richmond upon Thames, The Civic Centre, 44 York Street, Twickenham, TW1 3BW and marked for the attention of the Development Control Manager and the Legal Department or to such other address as one party may notify in writing to the others at any time as its address for service.

6.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

6.4.1 if delivered by hand, at the time of delivery;

6.4.2 if sent by post, on the second Working Day after posting; or

6.4.3 if sent by recorded delivery, at the time delivery was signed for.

6.5 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

6.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

7. **MONITORING FEE**

7.1 Within 10 (ten) Working Days of the date of this Agreement the College shall pay to the Council the Monitoring Fee.

8. **DETERMINATION OF DISPUTES**

8.1 Subject to **clause 8.7**, if any dispute arises relating to or arising out of the terms of this Agreement, any party may give to the other written notice requiring the dispute to be determined under this **clause 8**: The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

8.2 For the purposes of this **clause 8** a "Specialist" is a person qualified to act as an expert in relation to the dispute (for the avoidance of doubt this clause 8 shall not apply in relation to the Affording Housing provisions in Schedule 7 of this Agreement) having not less than ten (10) years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.

8.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under **clause 8.4**.

8.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the Parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

8.5 The Specialist is to act as an independent expert and:

- 8.5.1 each party may make written representations within ten (10) Working Days of his appointment and will copy the written representations to the other party;
- 8.5.2 each party is to have a further ten (10) Working Days to make written comments on the other's representations and will copy the written comments to the other party;
- 8.5.3 the Specialist is to be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 8.5.4 the Specialist is not to take oral representations from the Parties without giving both Parties the opportunity to be present and to give evidence and to cross-examine each other;
- 8.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 8.5.6 the Specialist is to use all reasonable endeavours to publish his decision within thirty (30) Working Days of his appointment.

8.6 Responsibility for the costs of referring a dispute to a Specialist under this **clause 8**, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

8.7 This **clause 8** does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

9. **RELEASE**

9.1 Following satisfaction of the obligations contained within Schedule 3 and upon receipt of a request in writing from the College or its successors in title, the Council shall within ten (10) Working Days confirm that the obligations in this Agreement relating to the College Development Zone have been discharged and that the College Development Zone is released from this Agreement.

9.2 Following satisfaction of the obligations contained within Schedule 4 and upon receipt of a request in writing from the College or its successors in title, the Council shall within ten (10) Working Days confirm that the obligations in this Agreement relating to the College Playing Fields Development Zone Site have been discharged and that the College Playing Fields Development Zone is released from this Agreement.

9.3 Following satisfaction of the obligations contained within Schedule 5 and upon receipt of a request in writing from the College or its successors in title, the Council shall within ten (10) Working Days confirm that the obligations in this Agreement relating to the Schools Development Zone have been discharged and that the Schools Development Zone is released from this Agreement.

9.4 Following satisfaction of the obligations contained within Schedule 6 and upon receipt of a request in writing from the College or its successors in title, the Council shall within ten (10) Working Days confirm that the obligations in this Agreement relating to the Technical Hub Development Zone have been discharged and that the Technical Hub Development Zone is released from this Agreement.

9.5 Following satisfaction of the obligations contained within Schedule 7 and upon receipt of a request in writing from the College or its successors in title, the Council shall within ten (10) Working Days confirm that the obligations in this Agreement relating to the Residential Development Zone have been discharged and that the Residential Development Zone is released from this Agreement.

9.6 The provisions in clause 9.1 to 9.5 shall apply SAVE THAT where the relevant Schedule contains an ongoing obligation the Council shall:

9.6.1 provide confirmation that the obligations in this Agreement have been discharged save for the ongoing obligation;

9.6.2 identify the ongoing obligation referred to in clause 9.6.1;

9.6.3 acknowledge the steps taken by the College (or a successor in title to the College as appropriate) to comply with the ongoing obligation referred to in clause 9.6.1 and as appropriate, confirm that the obligation has been complied with to the date of the confirmation issued pursuant to clauses 9.1 to 9.5 above.

10. **LATE PAYMENT**

10.1 In the event that the College fails to pay any of the Contributions at the time required by this Agreement Interest shall be paid by the College on the value of the relevant Contribution from the date payment fell due until the date that payment is made.

11. **COMMUNITY INFRASTRUCTURE LEVY**

11.1 For the purposes of this clause, "CIL" means a tax, tariff or charge introduced by the Council pursuant to regulations enabled by the Planning Act 2008 or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name.

11.2 The Parties acknowledge that as at the date hereof CIL is payable at the rates determined by the Mayor of London and the Council from time to time and that as at the date of this Agreement CIL is payable to:

11.2.1 the Mayor of London at a rate of £61 (sixty one pounds) per square metre of the gross internal area of the residential element of the Development (save for the Affordable Housing Units) and the Technical Hub; and

11.2.2 the Council at rate of £290.08 (two hundred and ninety pounds and eight pence) per square metre of the gross internal area of the residential element of the Development (save for the Affordable Housing Units) (for the avoidance of doubt the College acknowledges that the rates set out in this clause 11 are for reference only and that CIL will be calculated on the basis of rates in force at the appropriate time).

12. **JURISDICTION**

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

13. **EXECUTION**

The Parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE 1

Draft Planning Permission

Environment Directorate / Development Management

Web: www.richmond.gov.uk/planning

Email: envprotection@richmond.gov.uk

Tel: 020 8891 1411

Textphone: 020 8891 7120



Mr Mark Buxton
CgMs
140 London Wall
London
EC2Y 5DN

Letter Printed

Dear Sir/Madam

**The Town and Country Planning Act 1990, (as amended)
Decision Notice**

Application: 15/3038/OUT
Your ref:
Our ref: DC/JEF/15/3038/OUT/OUT
Applicant: Mr Robin Ghurbhurun
Agent: Mr Mark Buxton

WHEREAS in accordance with the provisions of the Town and Country Planning Act 1990 and the orders made thereunder, you have made an OUTLINE application received on 9 July 2015 and illustrated by plans for the permission of the Local Planning Authority to develop land situated at:

**Land A316 Junction Langhorn Dr And Richmond College Incl Craneford Way
Playing Fields And Egerton Road Twickenham**

for

Demolition of existing college buildings, site clearance and groundworks together with the redevelopment of the site to provide:

1) A new campus for education and enterprise purposes, comprising; Replacement College (Use Class D1) of up to 16,000sqm to accommodate up to 3,000 FTE day time students, as well as evening and weekend use; A Science, Technology, Engineering and Maths (STEM) Centre (D1 Use Class) of up to 6,100sqm. 2). A new Secondary School (D1 Use Class) of up to 7,000 sqm for up to 750 students; 3). A new Special Educational Needs (SEN) School (D1 Use Class) of up to 4,000sqm for up to 115 students; 4) A new ancillary 'Technical Hub' for Haymarket Media (B1 Use Class) of up to 1,700sqm; 5). Replacement on-site sports centre (D2 Use Class) of up to 3,900sqm to serve both the college, schools and wider community; 6) The upgrading of existing Craneford Way East playing fields for use by the college, schools and local community; 7) Alterations to existing means of access for vehicles, pedestrians and cyclists from the A316 involving the creation of a signalised junction, alterations to the A316 footbridge and minor realignment of Langhorn Drive, alterations of existing vehicular access points on Egerton Road as well as the upgrading of Marsh Farm Lane footpath; 8) Provision of on-site parking (non-residential) for up to 230 vehicles, open space

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London Borough of Richmond upon Thames

Civic Centre, 44 York Street, Twickenham TW1 3BZ

Tel 020 8891 1411 Textphone 020 8891 7120 Email envprotection@richmond.gov.uk

and landscaping and 9) A new residential development of up to 180 units together with associated parking for up to 190 vehicles, open space and landscaping.

NOW THEREFORE WE THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES acting by the Council of the said Borough, the Local Planning Authority HEREBY GIVE YOU NOTICE pursuant to the said Act and the Orders made thereunder that permission to develop the said land in accordance with the said OUTLINE application is hereby **GRANTED** subject to the conditions and informatives summarised and listed on the attached schedule.

Yours faithfully

Robert Angus
Development Control Manager

DRAFT

SCHEDULE OF CONDITIONS AND INFORMATIVES FOR APPLICATION 15/3038/OUT

APPLICANT NAME

Mr Robin Ghurbhurun
Richmond Upon Thames College
Egerton Road
Twickenham
TW2 7SJ

AGENT NAME

Mr Mark Buxton
140 London Wall
London
EC2Y 5DN

SITE

Land A316 Junction Langhorn Dr And Richmond College Incl Craneford Way Playing Fields And Egerton Road Twickenham

PROPOSAL

Demolition of existing college buildings, site clearance and groundworks together with the redevelopment of the site to provide:

1) A new campus for education and enterprise purposes, comprising: Replacement College (Use Class D1) of up to 16,000sqm to accommodate up to 3,000 FTE day time students, as well as evening and weekend use; A Science, Technology, Engineering and Maths (STEM) Centre (D1 Use Class) of up to 6,100sqm. 2) A new Secondary School (D1 Use Class) of up to 7,000 sqm for up to 750 students; 3) A new Special Educational Needs (SEN) School (D1 Use Class) of up to 4,000sqm for up to 115 students; 4) A new ancillary 'Technical Hub' for Haymarket Media (B1 Use Class) of up to 1,700sqm; 5) Replacement on-site sports centre (D2 Use Class) of up to 3,900sqm to serve both the college, schools and wider community; 6) The upgrading of existing Craneford Way East playing fields for use by the college, schools and local community; 7) Alterations to existing means of access for vehicles, pedestrians and cyclists from the A316 involving the creation of a signalised junction, alterations to the A316 footbridge and minor realignment of Langhorn Drive, alterations of existing vehicular access points on Egerton Road as well as the upgrading of Marsh Farm Lane footpath; 8) Provision of on-site parking (non-residential) for up to 230 vehicles, open space and landscaping and 9) A new residential development of up to 180 units together with associated parking for up to 190 vehicles, open space and landscaping.

SUMMARY OF CONDITIONS AND INFORMATIVES

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| | |
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| U07932 | Pupil & Staff Numbers/Hours - Secondary |
| U07933 | Pupil & Staff Numbers/Hours - SEN |
| U07934 | Student & Staff Numbers/Hours - College |
| U07935 | Hours - Sports Centre |
| U07936 | Hours - College Playing Fields |
| U07937 | Hours - School MUGAs |
| U07938 | Restriction-Alt's/Ext-Appeal' |
| U07939 | Restriction - Outbuildings |
| U07940 | Rooftop Plant & Projections |
| U07941 | External Illumination of buildings |
| U07942 | Refuse Storage |
| U07943 | Ecological Enhancement Measures |
| U07944 | Bat Measures - As Applied Ecology Report |
| U07945 | Solar Glare - A316 |
| U07946 | Shared changing rooms/equipment storage |
| U07947 | Retractable netting - use limitations |
| U07948 | No service vehicles/HGVs - Egerton Road |
| U07949 | River Crane - Buffer Zone -Playing Field |
| U07950 | Drainage |
| U07951 | Floor levels - Flood risk - Residential |

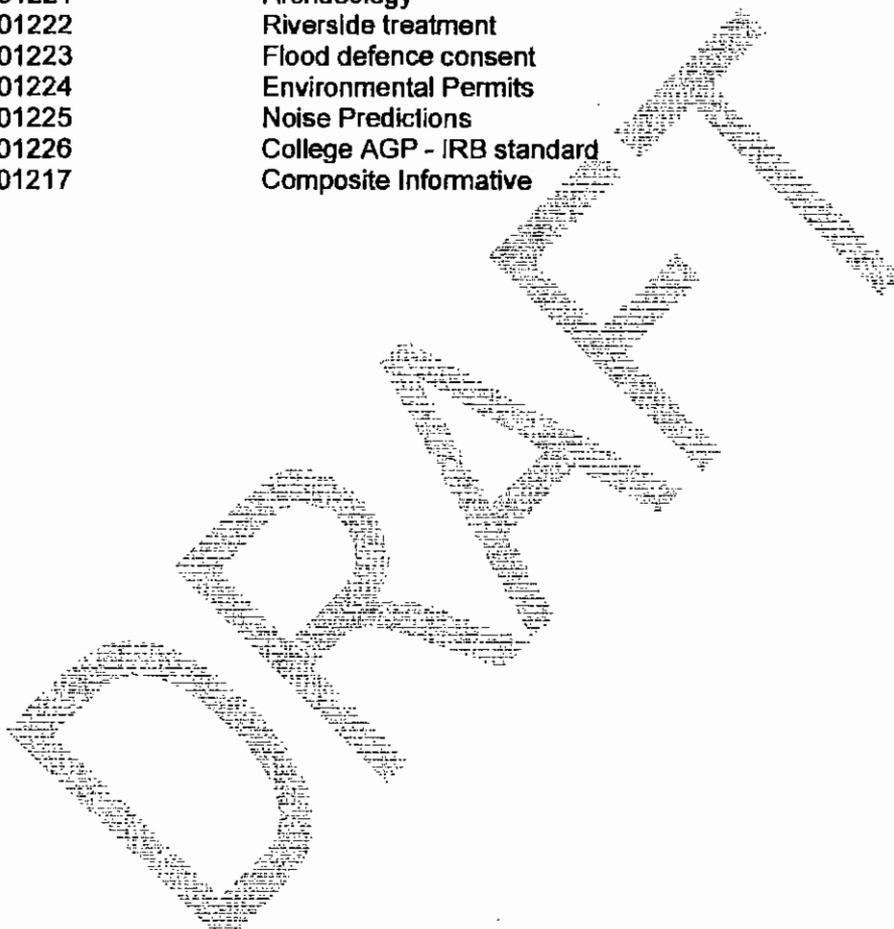
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|--------|--|
| U07952 | Flood proofing - Residential |
| U07953 | BREEAM - Very Good - Schools |
| U07954 | BREEAM - Excellent - College |
| U07955 | BREEAM - Excellent - Tech Hub |
| U07956 | Climate Change Adaptation - 35% CO2 |
| U07957 | Sustainability Statements |
| U07958 | Energy Statements |
| U07959 | Water Efficiency |
| U07960 | Inclusive Access Strategy |
| U07961 | Access via A316 |
| U07962 | Non-Gated Development - Residential |
| U07963 | People with disabilities - Non-residenti |
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| U07965 | Access for disabled people |
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| U07968 | Servicing/Delivery Plan |
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| U07992 | Kitchen Extract System - Schools - Odour |
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| U07994 | Outline - Material Start |
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| U07998 | Gradients of Ramps |
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| U08000 | Gross Floorspace |
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| U08002 | Vehicle and Cycle Parking |
| U08003 | Coach/mini-bus parking - College |
| U08004 | Coach/mini-bus parking - Schools |
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| U08008 | Demolition Management Plan |
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| U08010 | Advanced Infrastructure & Enabling Work |
| U08011 | Construction Method Statement/Site Waste |

| | |
|--------|---|
| U08012 | Construction Logistics Plan - TFL |
| U08013 | No-Work - Harlequins and RFU Match/Event |
| U08014 | Construction Vehicle Access |
| U08015 | Construction and Environmental Management |
| U08016 | River Crane - No construction storage |
| U08017 | River Crane - Protective Fencing |
| U08018 | Acoustic Screens |
| U08019 | Trees - Prohibited Activities |
| U08020 | Trees - Protective Fencing |
| U08021 | Trees - Excavation |
| U08022 | Arborist Method Statement (inc. TPP) |
| U08023 | Site Monitoring Procedures and recording |
| U08024 | Site Monitoring Evidence |
| U08025 | Details of foundations - piling etc |
| U08026 | Schools - Reserved Matters |
| U08027 | College - Reserved Matters |
| U08028 | College Playing Field - Reserved Matters |
| U08029 | Residential - Reserved Matters |
| U08030 | Tech Hub - Reserved Matters |
| U08031 | Compliance Report |
| U08032 | Archaeology |
| U08033 | Potentially Contaminated Sites |
| U08034 | Japanese Knotweed |
| U08035 | Foundation design - ground gases |
| U08036 | Piling - Controlled Waters |
| U08037 | SUDS - Controlled Waters |
| U08038 | Secure by Design/CCTV |
| U08039 | Lighting Strategy |
| U08040 | Misc Details - Sample Panels |
| U08041 | Site Wide Open Space/Landmark Framework |
| U08042 | Site Wide Parking and Servicing |
| U08043 | Site Wide Drainage & Surface Water Managt |
| U08044 | Site Wide Energy Statement |
| U08045 | Arboricultural Method Statement (AMS) |
| U08046 | Site Monitoring Procedures and Recording |
| U08047 | Site Monitoring Evidence |
| U08048 | Pre-Start Meeting |
| U08049 | Tree Planting Scheme |
| U08050 | Landscape management (Large Scheme) |
| U08051 | Showers/lockers for cyclists - College |
| U08052 | Showers/lockers for cyclists - Schools |
| U08053 | MUGA - Construction details - Schools |
| U08054 | MUGA - Floodlighting - Schools |
| U08055 | MUGA - Floodlighting Columns - Schools |
| U08056 | MUGA - Constructn detail - Playing Field |
| U08057 | MUGA - Tree Screen - Playing Field |
| U08058 | MUGA - Fencing - College Playing Fields |

INFORMATIVES

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| U01216 | Definitions |
| U01227 | School MUGAS - Marked for Football |
| IE03 | Restaurant - EHO Consultation |
| IE06 | Details of piling-EHO consultation |
| IH02A | Refuse storage and collection |
| IL02 | Advertisements |
| IL13 | Section 106 agreement |
| IL24 | CIL liable |
| U01218 | NPPF APPROVAL - Para 186 and 187 |
| IM01 | Disabled persons |

| | |
|--------|---|
| IM02 | Disabled persons-Educat'l build'gs |
| IM07 | Soil contamination |
| IM09 | Disabled parking |
| IM11 | Use of hardwoods |
| IM13 | Street numbering |
| IT02 | Trees - Protective fencing |
| IT04A | Trees - Pegging out building |
| IT05 | Trees - Size of new stock |
| IT06 | Nature Conservation |
| IX01 | Car parking - drainage |
| IX03 | Soil and surface water drainage |
| IX04 | Surface flooding |
| U01220 | Construction Logistics Plan - TfL Guide |
| U01221 | Archaeology |
| U01222 | Riverside treatment |
| U01223 | Flood defence consent |
| U01224 | Environmental Permits |
| U01225 | Noise Predictions |
| U01226 | College AGP - IRB standard |
| U01217 | Composite Informative |



DETAILED CONDITIONS AND INFORMATIVES

DETAILED CONDITIONS

U07931 Specific Use

Unless otherwise agreed in writing by the Local Planning Authority, no Development Zone or building within each Development Zone shall be used other than for the specified purposes or ancillary uses as listed below, whether or not within a Use Class as specified in the schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision revoking or re-enacting that order.

| Development Zone | Use Class | Specified Purpose | Ancillary Uses |
|------------------------|-----------|--|--|
| Schools | D1 | Education - Secondary School/SEN School | Community Sports pitches Dining room and catering facilities |
| College | D1 | Education - College and Stem Building | Restaurant, Fitness Centre, Hair and Beauty salons, Halls for Hire |
| College | D2 | Sports Halls - College and Schools | Community Sports hall |
| College Playing Fields | D1 | College and Schools Artificial Rugby Pitch /Grass Football Pitch | Publicly Accessible Space Community Sports pitches |
| Tech-Hub | B1 | Media | Education - College/Schools |
| Residential | C3 | Houses/flats/maisonettes | Parking |

Reason: To ensure that the Development is carried out in accordance with the submitted Parameter Plans and other submitted details and to ensure the Development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the development

U07932 Pupil & Staff Numbers/Hours - Secondary

Any secondary school within the School Development Zone hereby approved shall:

- o have no more than 750 pupils registered to attend at any one time unless otherwise agreed in writing by the Local Planning Authority
- o have no more than 80 FTE staff employed at any one time unless otherwise agreed in writing by the Local Planning Authority
- o be open between the hours of 08:00am and 10:00pm only

Reason: To ensure that the Development is carried out in accordance with the submitted Parameter Plans and other submitted details and to ensure the Development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the development and to safeguard neighbour amenity

U07933 Pupil & Staff Numbers/Hours - SEN

Any school catering for pupils with special educational needs within the School Development Zone hereby approved shall:

- o have no more than 115 pupils registered to attend at any one time unless otherwise agreed in writing by the Local Planning Authority
- o have no more than 60 FTE staff employed at any one time unless otherwise agreed in writing by the Local Planning Authority

- o be open between the hours of 08:00am and 10:00pm only

Reason: To ensure that the Development is carried out in accordance with the submitted Parameter Plans and other submitted details and to ensure the Development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the development and to safeguard neighbour amenity

U07934 Student & Staff Numbers/Hours - College

Buildings within the College Development Zone, with the exception of the Sports Centre building, hereby approved shall collectively:

- o have no more than 3,000 FTE day time students registered to attend at any one time unless otherwise agreed in writing by the Local Planning Authority
- o have no more than 500 evening time students unless otherwise agreed in writing by the Local Planning Authority
- o have no more than 300 FTE staff employed at any one time unless otherwise agreed in writing by the Local Planning Authority
- o be open between the hours of 08:00am and 06:00pm only for day time students and
- o be open between the hours of 06:00pm and 10:00pm only for evening time students

Reason: To ensure that the Development is carried out in accordance with the submitted Parameter Plans and other submitted details and to ensure the Development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the development and to safeguard neighbour amenity

U07935 Hours - Sports Centre

The Sports Centre building hereby approved shall not be open other than between the hours of 07:00am and 10:00pm on any day.

Reason: To ensure that the Development is carried out in accordance with the submitted Parameter Plans and other submitted details and to ensure the Development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the development and to safeguard neighbour amenity

U07936 Hours - College Playing Fields

No pitch within the College Playing Fields Development Zone shall be available for use between the hours of 10:00pm and 9:00am.

Reason: To ensure that the Development is carried out in accordance with the submitted Parameter Plans and other submitted details and to ensure the Development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the development and to safeguard neighbour amenity

U07937 Hours - School MUGAs

No MUGA within the School Development Zone shall be available for use between the hours of 10:00pm and 08:00am.

REASON: To safeguard neighbouring amenity of existing and future residents.

U07938 Restriction-Alt's/Ext-Appeal'

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking or re-enacting that Order) no external alterations or extensions shall be carried out to any dwellinghouse within the Residential Outline Development Zone shown on approved drawing no: PL03.
REASON: To safeguard the appearance of the premises and the area generally and to safeguard the amenities of the adjoining occupiers.

U07939 Restriction - Outbuildings

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking or re-enacting that Order) no building, enclosure or swimming pool falling within Part 1, Class E, shall be erected on any part of the land within the curtilage of a dwellinghouse within the Residential Outline Development Zone shown on approved drawing no: PL03.
REASON: To safeguard the appearance of the premises and the area generally and to safeguard the amenities of the adjoining occupiers

U07940 Rooftop Plant & Projections

No building within a Development Zone shall have Rooftop Plant or/and Projections positioned within 4m of the edge of any roof unless the Rooftop Plant or/and Projections is/are not higher than the top of the raised parapet wall to that roof.
REASON: To safeguard the appearance of the building and the area generally

U07941 External Illumination of buildings

No building within a Development Zone shall be externally illuminated other than in accordance with details giving the design, method and intensity of any such external illumination which shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development on any part of a particular building in that Development Zone.
REASON: To protect/safeguard the amenities of the locality.

U07942 Refuse Storage

No refuse or waste material of any description shall be left or stored anywhere on the College Site other than within a building or refuse enclosure, except on waste collection days.
REASON: To safeguard the appearance of the property and the amenities of the area

U07943 Ecological Enhancement Measures

That as part of development hereby approved bat and bird boxes, stag beetle loggeries, green corridors, brown and green roofs, green fences and other ecological enhancements shall be installed in accordance with details to be submitted to and approved in writing by the Local Planning Authority; such details to show the number, type and location of the boxes. These measures shall be installed prior to the occupation of more than 50 flats in the Residential Development Zone hereby approved.
REASON: To preserve and enhance nature conservation interests in the area.

U07944 Bat Measures - As Applied Ecology Report

In respect of each Development Zone, all recommendations set out on page 15 of the Applied Ecology Baseline Ecology Survey Report (October 2014) which relate to that particular Development Zone shall be implemented in full prior to the occupation or use of any buildings, dwellings or pitches, with the exception of the Sports centre building, within a Development Zone.

REASON: To preserve and enhance nature conservation interest in the site and area in general

U07945 Solar Glare - A316

In respect to the College Development Zone and Tech-Hub Development Zone, a solar glare study for the relevant Development Zone shall be submitted to and approved in writing by the Local Planning Authority. The study shall identify, where necessary, areas of glazing to be fitted with solar absorbent glass and/or other mitigation measures and be accompanied by details/samples of such glass and other facing materials, including information on their specular reflectances, and thereafter implemented in accordance with the approved details.

REASON: To safeguard car drivers from solar dazzle and other solar effects from the approved development in the interests of highway safety.

U07946 Shared changing rooms/equipment storage

Changing room facilities and sports equipment storage shall be provided within the Sports Centre building and be made available to users of both the pitches within the College Playing Fields Development Zone and the Sports centre building within the College Development Zone.

REASON: To provide a suitable standard of replacement sports provision on the College site.

U07947 Retractable netting - use limitations

Any retractable netting within the College Playing Fields Development Zone shall be kept below a height of 3m except when the Artificial Grass Pitch is in use for games, practice or training purposes.

REASON: To safeguard the appearance and character of the metropolitan open land and the visual amenities of occupants of neighbouring residential properties.

U07948 No service vehicles/HGVs - Egerton Road

No service vehicles or HGVs shall access or egress the College site via Egerton Road or Craneford Way.

REASON: To safeguard the amenities of occupants of neighbouring residential properties and in the interests of highway safety.

U07949 River Crane - Buffer Zone -Playing Field

Prior to the commencement of development within the College Playing Fields Development Zone a scheme for the provision and management of at least an 8m wide buffer zone (unless otherwise agreed in writing by the Local Planning Authority) alongside the northern bank of the River Crane shall be submitted to and agreed in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved scheme and any subsequent amendments shall be agreed in writing by the Local Planning Authority. The buffer zone scheme shall be free from built development including fencing, lighting and formal landscaping. The details shall include:

- a) plans showing the extent and layout of the buffer zone
- b) details of the proposed planting scheme
- c) details demonstrating how the buffer zone will be protected during development and managed/maintained over the longer term including adequate financial provision and named body responsible for management plus production of detailed management plan

Reason: To ensure the development conserves and enhances the natural and local environment by minimising impacts on biodiversity in accordance with paras 109 and 118 of the NPPF, local planning policy and Art 10 of the Habitats Directive.

U07950 Drainage

No construction works within a particular Development Zone shall commence until details of drainage for that development zone have been submitted to and approved in writing by the Local Planning Authority, such details to be adhered to throughout construction. REASON: To ensure suitable infrastructure is provided to serve the development.

U07951 Floor levels - Flood risk - Residential

Floor levels to buildings within the Residential Development Zone hereby approved shall be set no lower than 300mm above the known or modelled 1 in 100 annual probability river flood (1%) or 1 in 200 annual probability sea flood (0.5%) in any year and in accordance with details that show finished floor levels relative to the known or modelled flood levels. All levels should be stated in relation to Ordnance Datum.

Reason: To mitigate flood risk.

U07952 Flood proofing - Residential

No building within the Residential Development Zone hereby approved shall be occupied until flood proofing/resilience and resistance techniques have been incorporated, where appropriate, in accordance with details to be submitted to and approved in writing by the Local Planning Authority, such details to adhere to 'Improving the flood performance of new buildings' CLG (2007).

Reason: To mitigate flood risk.

U07953 BREEAM - Very Good - Schools

The development in respect of the School Development Zone shall achieve a BREEAM Rating Very Good in accordance with the terms of the application & the requirements of the BREEAM Guide (or such national measure of sustainability for design that replaces that scheme).

- a) In respect of each building or Development Zone, prior to work starting on site, a pre-assessment report should be submitted to demonstrate how the site will achieve the required BREEAM rating.
- b) Within 3 months of work starting on site, unless otherwise agreed in writing, a BREEAM Interim (Design Stage) Certificate, issued by the Building Research Establishment (BRE), must be submitted to the Local Planning Authority to show that the required minimum rating will be achieved.
- c) Within 3 months of first occupation of the building, unless otherwise agreed in writing, a BREEAM Final (Post-Construction) Certificate, issued by the BRE, must be submitted to the Local Planning Authority to demonstrate that a 'Very Good' rating has been achieved. All the measures integrated shall be retained for as long as the development is in existence.

REASON: In the interests of promoting sustainable forms of developments and to meet the terms of the application.

U07954 BREEAM - Excellent - College

The development in respect of the College Development Zone shall achieve BREEAM Rating Excellent For Further Education in accordance with the terms of the application & the requirements of the BREEAM Guide (or such national measure of sustainability for design that replaces that scheme).

- a) In respect of each building or Development Zone, prior to work starting on site, a pre-assessment report should be submitted to demonstrate how the site will achieve the required BREEAM rating.
- b) Within 3 months of work starting on site, unless otherwise agreed in writing, a BREEAM Interim (Design Stage) Certificate, issued by the Building Research Establishment (BRE), must be submitted to the Local Planning Authority to show that the required minimum rating will be achieved.
- c) Within 3 months of first occupation of the building, unless otherwise agreed in writing, a BREEAM Final (Post-Construction) Certificate, issued by the BRE, must be submitted to the Local Planning Authority to demonstrate that an 'Excellent' rating has been achieved. All the measures integrated shall be retained for as long as the development is in existence.

REASON: In the interests of promoting sustainable forms of developments and to meet the terms of the application.

U07955 BREEAM - Excellent - Tech Hub

The development in respect of the Tech-Hub Development Zone shall achieve BREEAM Rating Excellent in accordance with the terms of the application & the requirements of the BREEAM Guide (or such national measure of sustainability for design that replaces that scheme).

- a) In respect of each building or Development Zone, prior to work starting on site, a pre-assessment report should be submitted to demonstrate how the site will achieve the required BREEAM rating.
- b) Within 3 months of work starting on site, unless otherwise agreed in writing, a BREEAM Interim (Design Stage) Certificate, issued by the Building Research Establishment (BRE), must be submitted to the Local Planning Authority to show that the required minimum rating will be achieved.
- c) Within 3 months of first occupation of the building, unless otherwise agreed in writing, a BREEAM Final (Post-Construction) Certificate, issued by the BRE, must be submitted to the Local Planning Authority to demonstrate that an 'Excellent' rating has been achieved. All the measures integrated shall be retained for as long as the development is in existence.

REASON: In the interests of promoting sustainable forms of developments and to meet the terms of the application.

U07956 Climate Change Adaptation - 35% CO2

The development as a whole shall incorporate climate change adaptation measures, including passive design features and demand reduction measures and the use of low and zero carbon technologies to ensure that a 35% reduction in regulated carbon emissions is achieved when compared to a building regulations 2013 compliant development. Features to include low-energy lighting, mechanical ventilation with heat recovery, high levels of insulation, low water use sanitary-ware and fittings, in accordance with details to be submitted to and approved in writing by the Local Planning Authority and retained in situ thereafter.

- a. In respect of each Development Zone, unless otherwise agreed by the planning authority, each development zone shall incorporate efficient design, demand reduction

and low carbon and renewable technologies to achieve a minimum 35% reduction in line with the development wide target and at least a 20% contribution to total energy demand within that Development Zone through low carbon decentralized heat and energy networks, or renewable energy sources. Where this is not the case the energy strategy should identify the Development Zone in which the shortfall will be made up and the target for that Development Zone be adjusted accordingly in accordance with detail to be submitted to and agreed in writing by the Local Planning Authority.

b. With respect to individual buildings within the Residential Development Zone, all residential units will achieve a minimum 19% reduction in DER/TER as determined by SAP 2012.

REASON: In the interests of promoting sustainable forms of developments and to meet the terms of the application.

U07957 Sustainability Statements

In respect of each Development Zone, no development shall be commenced on a building within that Development Zone until a sustainability statement for that building or Development Zone, as a whole, has been submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the approved documents.

REASON: In the interests of promoting sustainable forms of developments and to meet the terms of the application.

U07958 Energy Statements

In respect of each Development Zone, no development shall be commenced on a building within that Development Zone until an energy statement for that building or Development Zone, as a whole, which demonstrates achievement of the provision of condition U07956 and in line with the Site wide energy strategy approved under condition U08044, has been submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in accordance with the approved documents.

REASON: In the interests of promoting sustainable forms of developments and to meet the terms of the application.

U07959 Water Efficiency

All new homes shall meet the water consumption target of 105 litres per person per day as determined by the National Calculation Method prescribed by Approved Document G of the Building Regulations 2013 (or any subsequent amendment).

Reason: To accord with policy DM SD 9 of the Development Management Plan 2011

U07960 Inclusive Access Strategy

Prior to the commencement of use of a building within a Development Zone hereby approved, an Inclusive Access Strategy for that Development Zone and/or building(s) shall be submitted to and agreed with the Local Planning Authority. The approved strategy shall be implemented as part of the development and at all times thereafter.

REASON: To ensure provision of inclusive access.

U07961 Access via A316

Vehicular, pedestrian and cycle access/egress to/from buildings, roads, parking and servicing areas within the College Development Zone, Tech Hub Development Zone and Residential Development Zone shall be provided at all times via the A316 and

Langhorne Drive and vehicular access/egress to the College Site shall at no time be permissible to/from Egerton Road and Craneford Way to any Development Zone other than the Schools Development Zone except in cases of emergency.

REASON: To ensure the provision of a satisfactory, convenient and safe form of development and to minimise the impact of the redevelopment on local road conditions and residents living in the Heatham Estate.

U07962 Non-Gated Development - Residential

Non-gated pedestrian and cycle access points to and across the Residential Development Zone shall be provided from Egerton Road, Marsh Farm Lane and Craneford Way in accordance with details to be submitted to and approved in writing by the Local Planning Authority and shall remain in situ thereafter.

REASON: To encourage the integration of the new residential area within the existing neighbourhood and maximise the benefit of improved pedestrian/cycle connections to the town centre.

U07963 People with disabilities - Non-resident

In respect of each Development Zone, or phase thereof, provision of designated drop-off points and parking for users with disabilities shall be made in accordance with detailed drawings to be submitted to and approved in writing by the Local Planning Authority, such drawings to show size, position, surface treatment and method of delineation and signing of such spaces, and these spaces shall at no time be used for any other purpose.

REASON: To ensure the provision of a satisfactory and convenient form of development for people with disabilities.

U07964 People with disabilities - Parking

Unless otherwise agreed in writing by the Local Planning Authority, the number of vehicle parking spaces for people with disabilities for each Development Zone shall be as set out below:

| Development Zone | Parking Spaces |
|------------------------|----------------|
| Schools | 4 |
| College | 8 (shared) |
| College (Sports Hall) | 8 (shared) |
| College Playing Fields | 8 (shared) |
| Tech-Hub | 1 |
| Residential | 18 |

The spaces shall be provided in accordance with detailed drawings to be submitted to and approved in writing by the Local Planning Authority, such drawings to show the size, position, surface treatment, and method of delineation and marking/signing of such spaces. These spaces shall at no time be used other than by occupiers of the dwellings identified for wheelchair housing pursuant to conditions U08029 and U08031-f) part c) in the Residential Development Zone or staff/students/visitors to buildings within the other Development Zones.

REASON: To ensure the provision of a satisfactory and convenient form of development for people with disabilities.

U07965 Access for disabled people

Before the development hereby permitted is commenced in a particular Development Zone, or phase thereof, a scheme indicating the provision to be made for disabled people to gain access across the Development Zone, or phase thereof, and within

buildings therein shall have been submitted to and approved in writing by the Local Planning Authority. The agreed scheme shall be implemented before the development hereby permitted in that Development Zone is brought into use.

REASON: To ensure the provision of a satisfactory and convenient form of development for people with disabilities.

U07966 Dustbin enclosure required

In respect of each Development Zone, none of the buildings within a particular Development Zone, or phase thereof, shall be occupied until appropriate refuse and recycling enclosures have been provided for that particular building in accordance with detailed drawings to be submitted to and approved in writing by the Local Planning Authority, such drawings to show the siting, size, design/materials and, where appropriate, signage thereof.

REASON: To safeguard the appearance of the property and the amenities of the area.

U07967 Car park management plan

A car park management scheme/plan for each Development Zone, or phase thereof, shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of a building within that Development Zone, or phase thereof. The scheme approved by the local planning authority shall be implemented at all times in accordance with the approved details. The scheme submitted shall have taken account of the different highway conditions encountered on Harlequins Match/Event Days, RFU Match/Event Days and non-match/event days and shall include hours of use, times, parking arrangement for pick up and drop up (including taxis) and staff/resident responsibilities in connection with the enforcement of the management plan. The scheme approved by the Local Planning Authority shall be implemented at all times in accordance with the approved details.

REASON: To ensure a safe and convenient form of development and to safeguard the amenities of the area generally.

U07968 Servicing/Delivery Plan

Prior to the occupation/use of any building within a particular Development Zone, or phase thereof, a delivery and servicing management plan, including vehicle tracking, for that Development Zone, or phase thereof, shall be submitted to and agreed in writing by the Local Planning Authority. The scheme approved by the Local Planning Authority shall be implemented at all times in accordance with the approved details. The strategy submitted shall have taken account of the different highway conditions encountered on Harlequins Match/Event Days, RFU Match/Event Days and non-match/event days and include detailing management of deliveries to and throughout the Development Zone, emergency access throughout the Development Zone, collection of waste and recyclables, times of deliveries and collection, use of vehicle booking systems, scheduling of deliveries outside peak hours, informing suppliers of delivery locations, use of supply chain operations, use of operators who can demonstrate best practice such as FORS and who promote more sustainable deliveries, silent reversing methods/location of loading bays and vehicle movement and staff/resident responsibilities in connection with the enforcement of the management plan. The scheme approved by the Local Planning Authority shall be implemented at all times in accordance with the approved details.

Reason: To ensure a safe and convenient form of development with limited impact on local roads and to safeguard the amenities of nearby occupiers and the area generally.

U07969 Coach management plan

Prior to the occupation/use of any building within the Schools Development Zone, a coach/minibus management plan shall be submitted to and agreed in writing by the Local Planning Authority. The Plan shall include frequency of use, times, size of vehicles, tracking diagrams, parking arrangement for pick up and drop up, routes to and from the site and staff responsibilities in connection with the enforcement of the coach and minibus management plan.

The scheme approved by the Local Planning Authority shall be implemented at all times in accordance with the approved details.

Reason: To ensure a safe and convenient form of development with limited impact on local roads and to safeguard the amenities of nearby occupiers and the area generally.

U07970 Service Area - Turning/Loading/Unloading

No building/dwelling within a particular Development Zone, or phase thereof, shall be occupied until a service area and associated facilities have been provided within that Development Zone, or phase thereof, for the loading/unloading/turning of service vehicles and cars in accordance with drawings submitted to and approved in writing by the Local Planning Authority pursuant to condition no U07999 attached to this decision notice and the areas so provided shall at no time be used for any other purpose.

REASON: To ensure that the proposed development does not prejudice the free flow of traffic, the conditions of general safety along the neighbouring highway or the amenities of the area.

U07971 Servicing

No loading and unloading of goods and refuse from/to a vehicle serving a building within a particular Development Zone, with the exception of the Residential Development Zone, shall take place other than within that building's designated service area or shared service area in the case of the college and school buildings unless otherwise agreed in writing with the Local Planning Authority.

REASON: To ensure that the proposed development does not prejudice the free flow of traffic, the conditions of general safety along the neighbouring highway or the amenities of the area.

U07972 Highway sight lines - Pedestrian

Notwithstanding the provisions of the Town and Country Planning General Development Orders 2015, no wall, fence, hedge or other obstruction to visibility shall at any time exceed a height of 0.6m above ground level, as agreed by the Local Planning Authority: one area on each side of any proposed access, defined by:

- i. A road/highway boundary.
- ii. The edge of a vehicular access.
- iii. A line joining a point 2.4m from the intersection of the highway boundary, with a point 2.1m from that intersection measured along the edge of the proposed access.

REASON: To provide a suitable standard of visibility to and from the highway so that the use of the access does not prejudice the safety of pedestrians in the vicinity of the access.

U07973 Podium Parking

Notwithstanding part 4.6 of the Design Code, no wall and/or roof to any part of the Car Parking Podium shall be closer than 5m to a dwelling unit within the Residential Development Zone where that dwelling requires private amenity space facing the Car Parking Podium or an aspect in this direction.

REASON: To safeguard future resident amenity and to ensure a development which accords with adopted residential design standards.

U07974 Marsh Farm Lane

No development shall take place in the College Development Zone and Tech-Hub Development Zone until details of the pedestrian/cycle route and internal vehicular access road; in part, to run alongside the western boundary of the College Site and the Tech-hub Development Zone have been submitted to and agreed in writing by the Local Planning Authority, the route to include a barrier to prevent vehicles, other than emergency vehicles, gaining access to/egress from Craneford Way. The route shall be constructed in accordance with the approved details and the barrier retained in situ thereafter and maintained in a working order to the satisfaction of the Local Planning Authority.

REASON: In the interests of highway and public safety and to safeguard neighbouring amenity

U07975 No Vehicular Access

Marsh Farm Lane shall provide no access to and from Craneford Way other than for pedestrians and cyclists and emergency vehicles.

REASON: In the interests of highway safety and to safeguard neighbouring amenity.

U07976 No vehicle access/park'g - Playing Field

No cars or other vehicles shall be permitted to access or park within the College Playing Fields Development Zone other than for the purposes of maintenance and emergency related to that Development Zone and the River Crane.

REASON: To safeguard the appearance of the Metropolitan Open Land and in the interests of public safety and neighbouring amenity.

U07977 Safety Audit - Stage 2

A Stage 2 Safety Audit shall be carried out on the new vehicular access arrangements to the site, the Chertsey Road (A316)/Langhome Drive signalised junction works, the alterations to the A316 footbridge and the new at-grade crossing for pedestrians/cyclists once the further detailed design drawings have been submitted to the Local Planning Authority and any measures recommended in the Audit that are agreed by the Local Planning Authority shall be carried out to the satisfaction of the Local Planning Authority in consultation with Transport for London.

REASON: To ensure that all access points provided into the site are safe for site and highway users in accordance with Policies 6.3 and 6.10 of the London Plan

U07978 Cycle/Scooter Parking Review-Sec. School

With respect to the School Development Zones, prior to the start of the academic year each September up to 2021/22:

1. The cycle / scooter parking provision on site shall be reviewed to reflect any increase in cycling to and from the school as a result of the increase/change in pupils and the impact of the School Travel Plan and;
2. Details of the increased cycle / scooter storage provision shall be submitted to and approved in writing by the Local Planning Authority to respond to any increase and;
3. The approved details shall be installed at the school(s).

REASON: To encourage sustainable modes of transport.

U07979 Cycle/Scooter Parking Review - College

With respect to the College Development Zones, prior to the start of the academic year each September up to 2021/22:

1. The cycle / scooter parking provision on site shall be reviewed to reflect any increase in cycling to and from the school as a result of the increase/change in students and the impact of the College Travel Plan and;
2. Details of the increased cycle / scooter storage provision shall be submitted to and approved in writing by the Local Planning Authority to respond to any increase and;
3. The approved details shall be installed at the school(s).

REASON: To encourage sustainable modes of transport.

U07980 Junction details

No development within a Development Zone, except for demolition works or Advance Infrastructure and Enabling Works, shall commence until details of the road, footway, footpath and cycleway layout relevant to that Development Zone have been submitted to and approved in writing by the Local Planning Authority. The submitted detail to show alignment, widths, surfacing arrangements, forward visibility sight lines and vision splays, speed restraint measures, gradients, street lighting and drainage. The Development Zone shall be implemented in accordance with the approved details for that Development Zone and no residential unit shall be occupied until the approved roads, footways, footpaths and cycleways that provide access to it have been constructed and made available for use.

REASON: To ensure interests of public safety are safeguarded

U07981 Closure of Access

Prior to commencement of development within the Residential Development Zone, the existing vehicular access point to the College Site from Cranford Way and the southernmost existing vehicular access point to the College Site from Egerton Road shall both have been closed in accordance with drawings nos: 30713/AC/041 and 30713/AC/042 hereby approved.

REASON: To safeguard pedestrian and cycle safety and the amenities of residents and the area in general.

U07982 Air Quality Assessment

No development shall commence within the College Development Zone until air quality monitoring and assessment has been completed and the findings reported as part of a low emissions strategy for a building(s) within that Development Zone has been submitted to and approved in writing by the Local Planning Authority, the low emissions strategy to include the installation of ultra-low NOx boilers (<40 mg/kWh) throughout all Development Zones. The MEP specification shall include the requirement for 12 months NO2 diffusion tube monitoring (2 or 3 locations on the building façades facing Chertsey Road) to be carried out prior to the occupation of the buildings unless otherwise agreed in writing by the Local Planning Authority.

REASON: To mitigate air pollution impacts on the development from the heavily trafficked A316

U07983 Air Quality - A316 Screen

A wide green screen/landscape area shall be provided along the length of the Chertsey Road site boundary as indicated in diagram 2.2.3 of the Design Code and in accordance with details to be submitted to and approved in writing by the Local Planning Authority. The screen shall be planted in the first planting season after occupation of the building within College Building Zone 1.

REASON: To mitigate air pollution impacts on the development from the heavily trafficked A316

U07984 Ventilation

No development shall commence on a building within a Development Zone until a ventilation strategy for that building(s) within that Development Zone has been submitted to and approved in writing by the Local Planning Authority. The ventilation strategy for the College Development Zone shall include sealed windows to habitable rooms on the Chertsey Road elevations and a MVHR scheme to provide fresh air ventilation to the building, the supply to be provided from the southern side of the building at high (roof) level. The approved mitigation scheme shall be implemented in its entirety before relevant buildings are occupied.

REASON: To mitigate air pollution impacts on the development from the heavily trafficked A316.

U07985 Internal Noise Protection Scheme - Res1

Before the commencement of development within the Residential Development Zone, or phase thereof, a scheme to protect the building envelope of the residential units shall be submitted to and approved in writing by the local planning authority. The scheme shall provide sound attenuation against externally generated (transportation) noise sources including road, rail, aircraft, so as to achieve the internal ambient noise levels detailed in Table 1 below. The measured or calculated noise levels shall be determined in accordance to the latest British Standard 8233:2014 Guidance on sound insulation and noise reduction for buildings. Any works which form part of the scheme shall be completed in accordance with the approved details before the dwellings are occupied and shall thereafter be retained as approved.

Internal noise levels should be achieved with windows open for rapid ventilation purposes. Where this cannot be achieved alternative means of ventilation and cooling will be required. Where whole house ventilation is provided then acoustically treated inlets and outlets should ideally be located away from the façade(s) most exposed to noise (and any local sources of air pollution).

Table 1 - Internal Ambient Noise Levels for Dwellings

| Situation | Location | 07:00 - 23:00 hrs. | 23:00 - 07:00 hrs. |
|-------------------------------|------------------|---------------------|---|
| Resting | Living room | 35 dB LAeq, 16 hour | - |
| Dining | Dining room/area | 40 dB LAeq, 16 hour | - |
| Sleeping (Daytime Resting) | Bedroom | 35 dB LAeq, 16 hour | 30 dB LAeq, 8 hour |
| Sleeping | Bedroom | - | 45 dB LAMax (several times in any one hour) |

REASON: To ensure that the proposed development provides a satisfactory level of noise protection to internal rooms within buildings within the Residential Development Zone for the benefit of future occupants

U07986 External Amenity Space Noise Protection

The design and layout of buildings within the Residential Development Zone shall be constructed so as to protect amenity spaces (including gardens, balconies and terraces) against externally generated transportation noise sources including road, rail and aircraft, so as to achieve 50dB(A) LAeq, 16 hours with a maximum limit of 55dB(A) LAeq, 16hour. Any works which form part of the scheme shall be completed in accordance with the approved details before the dwellings are occupied and shall thereafter be retained as approved.

Where the above limit levels shall be exceeded, such as may be the case in certain urban areas adjoining strategic transport networks, elevated noise levels may be considered if there are other factors, such as efficient use of land resources to ensure development needs can be met. In such cases development must be designed to achieve the lowest practicable levels in these external amenity spaces.

Other locations, such as balconies, roof gardens, and terraces, shall also comply with the required amenity standard above. Where it is predicted that amenity noise levels will exceed the required standard then alternative design including winter gardens shall be considered.

REASON: To ensure that the proposed development provides a satisfactory level of noise protection to external amenity spaces to be used by the future occupiers of the buildings within the Residential Development Zone

U07987 Internal Noise Protection Scheme School

a) Before the occupation of the school and college units to which the application refers a scheme to protect the building envelope of said units shall be submitted to and approved in writing by the local planning authority. The scheme shall provide sound attenuation against externally generated (transportation) noise sources including road, rail, aircraft, so as to achieve the internal ambient noise levels detailed in Acoustic design of schools: performance standards Building bulletin 93 February 2015. Any works which form part of the scheme shall be completed in accordance with the approved details before the school is occupied and shall thereafter be retained as approved. Internal noise levels should be achieved with windows open for rapid ventilation purposes. Where this cannot be achieved alternative means of ventilation and cooling will be required. Where whole building ventilation is provided then acoustically treated inlets and outlets should ideally be located away from the façade(s) most exposed to noise (and any local sources of air pollution).

b) A commissioning acoustic test and report shall be undertaken before the occupation of the building in order to demonstrate that part (a) above has been achieved. The results of the test shall be submitted to and approved in writing by the Local Planning Authority.

Note: Where existing air quality is above guideline levels mechanical ventilation and sealed windows will be required

REASON: To ensure that the environmental conditions on site are appropriate for the intended College and School uses.

U07988 Mechanical Services - Noise Control

a) Before any mechanical services plant including heating, ventilation and air conditioning (HVAC) and kitchen extraction plant is used within a building within a particular Development Zone, a scheme for that building shall be submitted to and approved in writing by the local planning authority which demonstrates that the following noise design requirements can be complied with and shall thereafter be retained as approved

b) The cumulative measured or calculated rating level of noise emitted from the mechanical services plant including heating, ventilation and air conditioning (HVAC) and kitchen extraction plant shall be 5dB(A) below the existing background noise level, at all times that the mechanical system etc operates. The measured or calculated noise levels shall be determined at the boundary of the nearest ground floor noise sensitive premises or 1 meter from the facade of the nearest first floor (or higher) noise sensitive premises, and in accordance to the latest British Standard 4142; An alternative position for assessment/measurement may be used to allow ease of access, this must be shown

on a map and noise propagation calculations detailed to show how the design criteria is achieved.

c) The plant shall be isolated on adequate proprietary anti-vibration mounts to prevent the structural transmission of vibration and regenerated noise within adjacent or adjoining premises, and these shall be so maintained thereafter.

d) A commissioning acoustic test and report shall be undertaken within 2 weeks of mechanical services commissioning, in order to demonstrate that part (b) above has been achieved. The results of the test shall be submitted to and approved in writing by the Local Planning Authority.

REASON: To ensure that the residential amenities of existing neighbours and future occupants of dwellings within the Residential Development Zone are safeguarded. To ensure that the environmental conditions on site are appropriate for the intended College and School uses.

U07989 MUGA - School - Noise Control

a) Prior to construction of any Sports playing facilities or MUGA within the School Development Zone, a scheme to protect noise sensitive premises against noise generated from the use of the Sports Pitches and Multi Use Games Area (MUGA) shall be submitted to and approved by the Local Planning Authority. The scheme shall demonstrate compliance with the requirements of part b below. Any works which form part of the scheme shall be completed in accordance with the approved details before the first use of the proposed development.

b) The equivalent continuous sound Level $L_{Aeq,T}$ emitted from the use of the Sports Pitches and Multi Use Games Area (MUGA) to which the application refers, shall be no greater than 55dB(A) $L_{Aeq,30mins}$ at all times that the Sports Pitches and MUGA's are in use. The measured noise level shall be determined 3.5m from the facade of the nearest ground floor noise sensitive premises or 1 meter from the facade of the nearest first floor (or higher) noise sensitive premises, or measured elsewhere and calculated to said position. (this must be shown on a map and noise propagation calculations detailed to show how the design limit is achieved.) ISO 1996-1 'Acoustics - Description and assessment of environmental noise - Part 1: Basic quantities and assessment procedures.' dated 2003 must be applied to the assessment and include an additional +5 to +10dB character penalty applied.

c) A commissioning acoustic test and report shall be undertaken before the first use of the development in order to demonstrate that part b) above has been achieved. The results of the test shall be submitted to and approved in writing by the Local Planning Authority. If measured levels are above those required by the proposed condition, further mitigation in terms of activity restriction may be imposed.

REASON: To ensure that the residential amenities of existing neighbours and future occupants of dwellings within the Residential Development Zone are safeguarded.

U07990 AGP - College - Noise Control

a) Prior to construction of any Sports playing facilities or MUGA within the College Playing Field Development Zone, a scheme to protect noise sensitive premises against noise generated from the use of the Sports Pitches and Multi Use Games Area (MUGA) shall be submitted to and approved by the Local Planning Authority. The scheme shall demonstrate compliance with the requirements of part b below. Any works which form part of the scheme shall be completed in accordance with the approved details before the first use of the proposed development.

b) The equivalent continuous sound Level $L_{Aeq,T}$ emitted from the use of the Sports Pitches and Multi Use Games Area (MUGA) to which the application refers, shall be no greater than 55dB(A) $L_{Aeq,30mins}$ at all times that the Sports Pitches and MUGA's are in use. The measured noise level shall be determined 3.5m from the facade of the nearest ground floor noise sensitive premises or 1 meter from the facade of the nearest first floor (or higher) noise sensitive premises, or measured elsewhere and calculated to said position. (this must be shown on a map and noise propagation

calculations detailed to show how the design limit is achieved.) ISO 1996-1 'Acoustics - Description and assessment of environmental noise - Part 1: Basic quantities and assessment procedures.' dated 2003 must be applied to the assessment and include an additional +5 to +10dB character penalty applied.

c) A commissioning acoustic test and report shall be undertaken before the first use of the development in order to demonstrate that part (b) above has been achieved. The results of the test shall be submitted to and approved in writing by the Local Planning Authority. If measured levels are above those required by the proposed condition, further mitigation in terms of activity restriction may be imposed.

REASON: To ensure that the residential amenities of existing neighbours and future occupants of dwellings within the Residential Development Zone are safeguarded.

U07991 Noise Impact - Increased Traffic

Prior to the first use of the site a noise impact assessment of the cumulative impact from vehicles, including delivery and servicing vehicles accessing/egressing the proposed development shall be submitted to and approved by the local planning authority.

The assessment must consider the advice contained in the Guidelines for Noise Impact Assessment 2014 produced by the Institute of Environmental Management and Assessment (IEMA). If the outcome of the assessment is greater than "slight" this would be considered as a significant adverse impact and further mitigation measures would be required.

REASON: To ensure that the residential amenities of existing neighbours and future occupants of dwellings within the Residential Development Zone are safeguarded. To ensure that the environmental conditions on site are appropriate for the intended College and School uses.

U07992 Kitchen Extract System - Schools - Odour

With respect to the Schools Development Zone, prior to the first use of the kitchen/premises to a building within this particular Development Zone, details of a scheme for the extraction and treatment of fumes and odours generated from cooking or any other activity undertaken on the premises shall be submitted to and approved in writing by the local planning authority. Any equipment, plant or process approved pursuant to such details shall be installed prior to the first use of the kitchen/premises and shall be operated and retained in accordance with the approved details and operated in accordance with manufacturer's instructions.

The scheme shall apply the risk assessment approach outlined within the DEFRA: Control of Odour and Noise from Commercial Kitchen Systems 2004 and the odour abatement measures corresponding to the outcome of the risk assessment shall be installed. Low level stack discharge will generally not be acceptable, the termination height shall be 1m above roof top.

Guidance produced by DEFRA: Control of Odour and Noise from Commercial Kitchen Systems 2004. The document can be downloaded from the DEFRA website <http://www.defra.gov.uk/publications/files/pb10527-kitchen-exhaust-0105.pdf>

Further guidance produced by LBRuT can be downloaded. http://www.richmond.gov.uk/planning_guidancefor_food_and_drink_establishments.pdf

REASON: To ensure odours are satisfactorily dispersed and that the residential amenities of existing neighbours and future occupants of dwellings within the Residential Development Zone are safeguarded

U07993 Kitchen Extract System - College - Odour

With respect to the College Development Zone, prior to the first use of the kitchen/ premises to a building within this particular Development Zone, details of a scheme for the extraction and treatment of fumes and odours generated from cooking or any other activity undertaken on the premises shall be submitted to and approved in writing by the local planning authority. Any equipment, plant or process approved pursuant to such details shall be installed prior to the first use of the kitchen/premises and shall be operated and retained in accordance with the approved details and operated in accordance with manufacturer's instructions.

The scheme shall apply the risk assessment approach outlined within the DEFRA: Control of Odour and Noise from Commercial Kitchen Systems 2004 and the odour abatement measures corresponding to the outcome of the risk assessment shall be installed. Low level stack discharge will generally not be acceptable, the termination height shall be 1m above roof top.

Guidance produced by DEFRA: Control of Odour and Noise from Commercial Kitchen Systems 2004. The document can be downloaded from the DEFRA website <http://www.defra.gov.uk/publications/files/pb10527-kitchen-exhaust-0105.pdf>

Further guidance produced by LBRuT can be downloaded http://www.richmond.gov.uk/planning_guidancefor_food_and_drink_establishments.pdf

REASON: To ensure odours are satisfactorily dispersed and that the residential amenities of existing neighbours and future occupants of dwellings within the Residential Development Zone are safeguarded.

U07994 Outline - Material Start

The development hereby permitted in a particular Development Zone shall be begun either before the expiration of three years from the date of this permission or before the expiration of two years from the date of the final approval of the last of the reserved matters for that Development Zone, whichever is the later.

REASON: To conform with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

U07995 Outline - Submission of RMs

All applications for the approval of Reserved Matters in the Development Zones, or phases thereof, hereby approved shall be made to the Local Planning Authority no later than within 3 years of the date of this permission.

REASON: To conform with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

U07996 Phasing Condition

The development shall be constructed in accordance with the Phasing Programme for the College Site as identified in principle in the Development Specification, further details for a particular Development Zone to be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development in that Development Zone (excluding demolition works and Advance Infrastructure and Enabling Works for the School Development Zone).

REASON: To comply with the terms of the permission sought, to ensure the safe and continual operation of the existing College and new Schools and to ensure that the

Development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the development.

U07997 CIL - Phasing

Prior to the commencement of work within any Development Zone, or phase thereof, 21 days written notice shall be given to the Local Planning Authority for the purposes of issuing a CIL liability notice.

REASON: CIL is to be calculated at the Reserved Matters Stage for each Development Zone, or phase thereof.

U07998 Gradients of Ramps

The gradient of any ramp shall not exceed 1 in 10 and for the first 5m from the edge of the carriageway of the adjoining highway, shall not exceed 1 in 25.

REASON: In the interests of highway safety.

U07999 Approved Drawings

The development hereby permitted shall not be carried out unless in accordance with the approved Parameter Plans and documents, listed below, unless otherwise agreed in writing by the Local Planning Authority.

Parameter Plans:- PL01, PL02, PL03, PL09, PL16 received on 28 August 2015; PL04 Rev A, PL05 Rev B, PL06 Rev A, PL07 Rev A, PL08 Rev A, PL10 Rev A, PL11 Rev A, PL12 Rev A, PL13 Rev A, PL14 Rev A and PL15 Rev A received on 13 January 2016
Development Specification prepared by CGMS received on 5 February 2016
Design Code Rev B prepared by HOK received on 3 March 2016
Detailed access drawings nos. 30713/AC/40, 30713/AC/41 and 30713/AC/42 received on 28 August 2015; 30713/AC/038 Rev C received on 16 January 2016, Stage 1 Road Safety Audit received on 14 December 2015

REASON: To accord with the terms of the application, for the avoidance of doubt and in the interests of proper planning and to ensure the Development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the development.

U08000 Gross Floorspace

Unless otherwise agreed in writing by the Local Planning Authority, the total quantum of built floorspace for each Development Zone shown on approved drawing no: PL03 shall be within the minimum and maximum levels as set out below:

| Development Zone | Use Class | Minimum Floor Space* | Maximum Floor Space* |
|-------------------------|-----------|----------------------|----------------------|
| Schools | D1 | 7,000 | 11,000 |
| College | D1 | 18,700 | 22,100 |
| College (Sports Centre) | D2 | 2,900 | 3,900 |
| College Playing Fields | D1 | 0 | 0 |
| Tech-Hub | B1 | 1,200 | 1,700 |
| Residential | C3 | N/A | 22,250 |
| Total | | | 60,950 |

* Floor space figures are Gross External Area(GEA)/sqm

Reason: To ensure that the Development is carried out in accordance with the submitted Parameter Plans and other submitted details and to ensure the Development

keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the development.

U08001 Building heights

Unless otherwise agreed in writing by the Local Planning Authority, no part of a proposed building, with the exception of Rooftop Plant and Projections, within each Development Zone shall not be within the minimum and maximum storeys/metres above the relevant existing ground level as set out below:

| Development Zone | Building Height Zone | Minimum Height* | Maximum Height* | Maximum No. of Storeys |
|------------------------|----------------------|-----------------|-----------------|------------------------|
| Schools | 5 | 11.50 | 14.50 | 3 |
| College | 9 | 19.95 | 19.95 | 5 |
| College | 8 | 13.00 | 19.00 | 5 |
| College Playing Fields | N/A | N/A | N/A | N/A |
| Tech-Hub | 7 | 8.00 | 15.00 | 3 |
| Residential | 1 | 0.00 | 3.00 | 1 |
| Residential | 2 | 5.00 | 6.00 | 3 |
| Residential | 3 | 6.00 | 10.00 | 3 |
| Residential | 4 | 10.00 | 13.00 | 4 |
| Residential | 6 | 10.00 | 16.00 | 5 |

* Heights indicated are measured in metres from a site AOD of 9.20m

Reason: To ensure that the Development is carried out in accordance with the submitted Parameter Plans and other submitted details and to ensure the Development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the development and to ensure that building heights do not exceed a maximum of five storeys in accordance with site's adopted planning brief.

U08002 Vehicle and Cycle Parking

Unless otherwise agreed in writing by the Local Planning Authority, the number of vehicle parking spaces (excluding coach/mini bus parking) for each Development Zone shall be as set out below:

| Development Zone | Use | No. of Vehicle Parking Spaces | No. of Cycle Parking Spaces |
|------------------------|-----|-------------------------------|--|
| Schools | D1 | 70 | 18 staff (long stay), 9 student (short stay), 94 students (long stay) |
| College | D1 | 150 (shared) | 75 staff (long stay), 150 students (long stay) 428 students (short stay) |
| College | D2 | 150 (shared) | 40 sports centre visitors (short stay) |
| College Playing Fields | D1 | 150 (shared) | No. TBA with LPA |
| Tech-Hub | B1 | 10 | 11 long stay, 4 short stay |
| Residential | C3 | 190 | 315 residents, 5 visitors |

The vehicle parking spaces provided in the Residential Development Zone shall only be made available to residents living within the development and no building/dwelling/flat within any particular Development Zone shall be used/occupied until the parking spaces

indicated in the above table for that particular Development Zone have been constructed to the satisfaction of the Local Planning Authority. In the event that the Residential Development Zone is constructed in 2 phases, no fewer than 95 car parking spaces and 150 cycle parking spaces shall be provided within the Residential Development Zone prior to the first occupation of a residential unit within that Development Zone and no more than 90 residential units can be occupied without further provision in accordance with the parking spaces indicated in the above table for that particular Development Zone.

The vehicle parking spaces provided within the College Development Zone shall be at all times made available for users of the 2 pitches within the College Playing Fields Development Zone and the users of the buildings within the College Development Zone in both the D1 Use Class and D2 Use Class.

Cycle parking facilities shall be provided within the College Playing Fields Development Zone in accordance with details to be submitted to and agreed in writing by the Local Planning Authority.

Reason: (1) To ensure that the Development is carried out in accordance with the submitted Parameter Plans and other submitted details and to ensure the Development keeps within the parameters assessed pursuant to the Environmental Impact Assessment for the development. (2) To ensure that the proposed development does not prejudice the free flow of traffic, the conditions of general safety along the neighbouring highways and proposed access roads within the Development or the amenities of the area.

U08003 Coach/mini-bus parking - College

Details of mini-bus and coach parking arrangements for the College Development Zone shall be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of development in that Development Zone

Reason: To ensure that the proposed development does not prejudice the free flow of traffic, the conditions of general safety along the neighbouring highways and proposed access roads within the Development or the amenities of the area.

U08004 Coach/mini-bus parking - Schools

Details of mini-bus and coach parking arrangements for the Schools Development Zone shall be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of development in that Development Zone.

Reason: To ensure that the proposed development does not prejudice the free flow of traffic, the conditions of general safety along the neighbouring highways and proposed access roads within the Development or the amenities of the area.

U08005 Electric vehicle charging points (EVCPs)

Unless otherwise agreed in writing by the Local Planning Authority, the development shall provide active electrical vehicle charging points (EVCPs) at no less than 20% of total parking provision and passive EVCPs at no less than 20% of total parking provision for all residential and business parking spaces. 8No. active EVCPs shall be provided within the College and/or Schools Development Zones.

Reason: To encourage the uptake of electrical vehicles and accord with the requirements of policy 6.13 of the London Plan.

U08006 Residential Mix

Unless otherwise agreed in writing by the Local Planning Authority, the unit mix for the Residential Development Zone shall be as set out below:

| Unit Types | Units Numbers | Percentage |
|----------------------|---------------|------------|
| One Bed (2 person) | 45 | 25% |
| Two Bed (4 person) | 81 | 45% |
| Three Bed (5 Person) | 36 | 20% |
| Four Bed (6 Person) | 18 | 10% |

Reason: To ensure an appropriate mix of housing types dependent upon site context and public transport accessibility.

U08007 Residential - Children Playspace

No less than 640sqm of dedicated on-site play space shall be provided within the Residential Development Zone before the occupation of more than 90 residential units within that Development Zone.

REASON: To ensure that suitable provision of play space and incidental play opportunities for children throughout the development

U08008 Demolition Management Plan

In respect of each Development Zone (with the exception of the Schools Development Zone), or phase thereof, no construction works, demolition works or Advance Infrastructure and Enabling Works shall be undertaken in a particular Development Zone, or phase thereof, until a Demolition Management Plan for that particular Development Zone, or phase thereof, has been submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt, demolition works and Advance Infrastructure and Enabling Works may be undertaken prior to the submission or approval of Reserved Matters Applications.

REASON: In the interests of highway and pedestrian safety together with the amenity of the area and to allow for the submission and approval (and thereby implementation) of Demolition Works before reserved matters and pre-commencement conditions submission and approval.

U08009 Decanting Strategy

In respect of the College Development Zone, no demolition or construction works, shall be undertaken until a Decanting Strategy has been submitted to and approved in writing by the Local Planning Authority.

REASON: To safeguard the continued operation of the College during the demolition and construction period.

U08010 Advanced Infrastructure & Enabling Work

In respect of each Development Zone, with the exception of the Schools Development Zone, no Advance Infrastructure and Enabling Works shall commence until details of the nature and extent of the works proposed for that development zone, or phase thereof, have been submitted and approved in writing by the Local Planning Authority. These details should include any sustainability measures such as details of renewable technology to be accommodated on site to power lighting, generators etc. The Advance Infrastructure and Enabling Works shall be carried out in accordance with those approved details. For the avoidance of doubt, any Advance Infrastructure and Enabling Works may be undertaken prior to the submission or approval of Reserved Matters Applications.

REASON: To allow for the submission and approval (and thereby implementation) of Advanced Infrastructure and Enabling Works before reserved matters and pre-commencement conditions submission and approval.

U08011 Construction Method Statement/Site Waste

In respect of each Development Zone, no development, excluding demolition work and Advance Infrastructure and Enabling Works in connection with the School Development Zone, shall take place in that particular Development Zone until a Construction Management Statement and Site Waste Management Plan for that particular Development Zone has been submitted to and approved in writing by the Local Planning Authority. The approved documents shall be adhered to throughout the construction period and shall include, but not be limited to, phased measures/information to provide for:

1. The size, number, routing and manoeuvring tracking of construction vehicles to and from the site, and holding areas for these on/off site;
2. The delivery days/times of materials, collection of waste (to avoid clashes with rugby games at Twickenham Stoop and RFU Stadium and peak times on A316)
3. Details and location of parking for site operatives and visitor vehicles (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction);
4. Details of site safety including circulation routes, segregation of students/pupils/pedestrians from construction vehicles, use of banksmen;
5. Details and location of crane positions and hoists, locations for loading/unloading/storage of plant and materials including the location of skips on the highway if required;
6. Details of any necessary suspension of pavement, road space, bus stops and/or parking bays;
7. Details of site security and establishment including siting of security hoardings (including decorative displays and facilities for public viewing), signage and the maintenance of such
8. Details of wheel washing facilities and vehicle cleaning measures
9. Details of a scheme for recycling/disposing of waste, including asbestos and hazardous materials, resulting from demolition and construction works (including excavation, location and emptying of skips);
10. Details of measures that will be applied to control the emission of noise, vibration and dust including hours of construction working. This should follow Best Practice detailed within BS5288:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites;
11. An Air Quality and Dust Management Plan/Strategy which demonstrates compliance with the guidance found in 'The Control Of Dust And Emissions From Construction And Demolition Best Practice' produced by the Greater London Authority (GLA)
https://www.london.gov.uk/sites/default/files/Dust%20and%20Emissions%20SPG%208%20July%202014_0.pdf
12. Details of any highway licenses and traffic orders that may be required (such as for licences for any structures / materials on the highway or pavement; or suspensions to allow the routing of construction vehicles to the site);
13. Details of the phasing programming and timing of works, including the decanting strategy for the College
14. Where applicable, the Construction Management Statement should be written in conjunction with the Arboricultural Method Statement, and in accordance with British Statement 5837:2012 'Trees in relation to design, demolition and construction - recommendations', in particular section 5.5, 6.1, 6.2, 6.3 and 7;
15. A construction programme to be distributed to local residents including a 24 hour emergency contact number;
16. A construction staff travel plan including an explanatory statement of any mini bus measures proposed for the collection of site operatives

17. A construction site management plan (access for members of the public, external contractors, emergency evacuation procedures, location of toilet facilities for operatives)
18. 28 days advance notice of times and dates of crane rigging and de-rigging on site shall be given to the Council.

REASON: In the interests of ecology, highway and pedestrian safety together with the amenity of the area.

U08012 Construction Logistics Plan - TFL

Prior to the commencement of development in respect of a particular Development Zone, a construction logistics plan in line with London Freight Plan 2008 shall be submitted to and approved in writing by the Local Planning Authority. The Plan shall include phased drawings showing construction routes for plant and vehicles, traffic management layout and signage, analysis of access points to accommodate the swept paths of construction vehicles and utilise selected operators that are committed to best practice and are a member of Transport for London's Freight Operator Recognition Scheme (FORS).

REASON: To ensure that the scheme accords with TfL guidance 'Building a better future for freight: Construction Logistics Plans' and policy 6.14 Freight of the London Plan by improving the safety and reliability of deliveries to the site, reducing road congestion for buses and general traffic and minimising the environmental impact during construction.

U08013 No Work - Harlequins and RFU Match/Event

No construction work shall take place on the College Site on any Harlequins Match Day/Event Day or RFU Match Day/Event Day.

REASON - To safeguard local highway conditions and ensure crowd control and public safety is not prejudiced in the area.

U08014 Construction Vehicle Access

No construction vehicles to the College Site shall gain access from Egerton Road or Craneford Way unless otherwise agreed in writing by the Local Planning Authority.

REASON - To safeguard neighbouring amenity, local highway conditions and public safety in the area.

U08015 Construction and Environmental Management

Prior to the commencement of development in respect of a particular Development Zone, a Construction and Environmental Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The approved Construction and Environmental Management Plan shall thereafter be adhered to throughout the demolition and construction period for that particular Development Zone, or phase thereof. The Construction and Environmental Management Plan shall address, but is not limited to, the following matters:

- a) pre-commencement checks/surveys for bats and other protected species and notable species, with subsequent mitigations as deemed appropriate
- b) further protected and notable species checks/surveys should demolition and/or construction works not take place until after the second anniversary of the date of approval of surveys submitted pursuant to a)
- c) appropriate working practices and safeguards for other wildlife, flora and fauna, and the River Crane that are to be employed whilst works take place on site

REASON: In the interests of ecology, highway and pedestrian safety together with the amenity of the area.

U08016 River Crane - No construction storage

No construction equipment (including cranes and hoists), construction cabins or materials shall be stored within 8m of the northern bank of the River Crane.

REASON: To protect the integrity of the river bank and provide a suitable ecological buffer between the compound and the river.

U08017 River Crane - Protective Fencing

No equipment, machinery or materials are to be brought onto land within the College Playing Fields Development Zone for the purpose of the development of any zone within the College Site until the northern bank to the River Crane has been protected by Harris fencing or other suitable means of enclosure in accordance with details to be submitted to and approved in writing by the Local Planning Authority.

REASON: To safeguard the nature conservation value of the site and the adjacent River Crane.

U08018 Acoustic Screens

No works of construction or demolition or below ground works shall commence on site within a Development Zone until acoustic screens have been installed in that Development Zone, or such other Development Zone as considered necessary by the Local Planning Authority, in accordance with details to be submitted and approved by the Local Planning Authority. REASON: To safeguard the nature conservation value of the adjacent River Crane and the residential amenities of neighbouring properties.

U08019 Trees - Prohibited Activities

The following activities must not be carried out under any circumstances:

- a) No fires shall be lit within 10 metres of the nearest point of the canopy of any retained tree or the northern bank of the River Crane
 - b) No works shall proceed until appropriate Tree Protection Barriers are in place, with the exception of initial tree works
 - c) No equipment, signage, fencing, tree protection barriers, materials, components, vehicles or structures shall be attached to or supported by a retained tree
 - d) No mixing of cement or use of other materials or substances shall take place within a Root Protection Area (RPA), or close enough to a RPA that seepage or displacement of those materials or substances could cause them to enter a RPA
 - e) No alterations or variations to the approved works or tree protection schemes shall be carried out without the prior written approval of the Local Planning Authority.
- Reason: To ensure that trees are not damaged or otherwise adversely affected by building operations and soil compaction

U08020 Trees - Protective Fencing

In respect to each Development Zone, no works or development shall take place in a particular Development Zone, or phase thereof, until a scheme for the protection of the retained trees (section 7, BS5837, the Tree Protection Plan) has been agreed in writing with the LPA. This scheme shall include:

- a, a plan to a scale and level of accuracy appropriate to the proposal that shows the position, crown spread and Root Protection Area (para. 5.2.2 of BS5837) of every retained tree on site and on neighbouring or nearby ground to the site in relation to the approved plans and particulars. The positions of all trees to be removed shall be indicated on this plan.

- b, the details of each retained tree as required at para. 4.2.6 of BS5837 in a separate schedule.
 - c, a schedule of tree works for all the retained trees in paragraphs (a) and (b) above, specifying pruning and other remedial or preventative work, whether for physiological, hazard abatement, aesthetic or operational reasons. All tree works shall be carried out in accordance with BS3998, 1989, Recommendations for tree work.
 - d, the details and positions (shown on the plan at paragraph (a) above) of the Ground Protection Zones (section 9.3 of BS5837).
 - e, the details and positions (shown on the plan at paragraph (a) above) of the Tree Protection Barriers (section 9.2 of BS5837), identified separately where required for different phases of construction work (e.g. demolition, construction, hard landscaping). The Tree Protection Barriers must be erected prior to each construction phase commencing and remain in place, and undamaged for the duration of that phase. No works shall take place on the next phase until the Tree Protection Barriers are repositioned for that phase.
 - f, the details and positions (shown on the plan at paragraph (a) above) of the Construction Exclusion Zones (section 9 of BS5837).
 - g, the details and positions (shown on the plan at paragraph (a) above) of the underground service runs (section 11.7 of BS5837).
 - h, the details of any changes in levels or the position of any proposed excavations within 5 metres of the Root Protection Area (para. 5.2.2 of BS5837) of any retained tree, including those on neighbouring or nearby ground.
 - i, the details of the working methods to be employed for the installation of drives and paths within the RPAs of retained trees in accordance with the principles of "No-Dig" construction.
 - j, the details of the working methods to be employed with regard to the access for and use of heavy, large, difficult to manoeuvre plant (including cranes and their loads, dredging machinery, concrete pumps, piling rigs, etc) on site.
 - k, the details of tree protection measures for the hard landscaping phase (sections 13 and 14 of BS5837).
 - l, the timing of the various phases of the works or development in the context of the tree protection measures.
- Reason: To ensure that trees are not damaged or otherwise adversely affected by building operations and soil compaction.

U08021 Trees - Excavation

- A) All excavations in preparation of foundations, drainage, ducting, and all works or development within the Root Protection Area of (retained trees) shall be carried out in a manner to ensure that all major roots uncovered in excess of 25mm shall be retained, bridged around and treated in accordance with section 7.2 of BS5837 2012.
 - B) Roots with a diameter less than 25mm may be removed if necessary: this should be done in accordance with BS3998 2010 (Tree Work - Recommendations) and section 7.2.3 of BS5837 2012
 - C) Any tree root exposed which is in excess of 5cm in diameter shall be reported to the Council's tree officer within 48 hours of exposure in order that advice may be obtained with regard to adequate treatment.
 - D) Any exposed roots must be immediately wrapped or covered to prevent desiccation and to protect them from rapid temperature change. Wrapping must be removed prior to backfilling.
 - E) Backfilling should be undertaken in accordance with section 7.2.4 of BS5837 2012
- Reason: To ensure that trees are not damaged or otherwise adversely affected by the building operations.

U08022 Arborist Method Statement (inc. TPP)

In respect to each Development Zone, prior to the commencement of works within a particular Development Zone, or phase thereof, a scheme specific Arboricultural

Method Statement (AMS) shall be submitted to and agreed in writing by the Local Planning Authority: this is to include details of all special engineering within Root Protection Areas and other relevant construction details. The AMS shall include a Tree Protection Plan.

The Tree Protection Plan and Arboricultural Method Statement must be written in accordance with and address sections 5.5, 6.1, 6.2, 6.3 and 7 of BS5837 2012 (Trees in relation to design, demolition and construction - recommendations)

- a) Be written in conjunction with the contractor's individual Method Statement for construction, any change to the method of construction, must be updated into the AMS.
- b) Outline any tree constraints, and explain any impacts for both above and below ground.
- c) Detail all tree protection (including plans) and specification of fencing and ground protection appropriate to the site layout plan and access.
- d) Detail any special engineering for construction within the Root Protection Area, this is specifically in relation to the above ground construction of the all-weather pitch.
- e) Detail any facilitation pruning that may be required. The specification for tying back and/or pruning must be measurable and prepared by a suitably qualified Arboriculturalist or Arboricultural Contractor. All tree work must be undertaken in accordance with BS3998:2010 Tree work - Recommendations unless approved by the Councils Arboricultural Officer

Save for the Schools Development Zone, no materials or machinery shall be brought onto the site prior to the approval of the Arboricultural Method Statement.

The scheme shall not be implemented other than in accordance with the approved Arboricultural Method Statement and Tree Protection Plan at all times.

Reason: To ensure that trees are not damaged or otherwise adversely affected by the building operations.

U08023 Site Monitoring Procedures and recording

Prior to the commencement of development within a particular Development Zone, a scheme for site monitoring and recording shall be submitted to and approved in writing by the Local Planning Authority. This shall detail:

- a. Confirmation of the appointment of a retained Arboricultural consultant to conduct an auditable system of site supervision and monitoring and provide reports to the Local Authority Tree Officer.
- b. Provide details of the Arboricultural consultant, site manager, other key personnel with their key responsibilities and contact details.
- c. Induction procedures for all personnel in relation to Arboricultural matters.
- d. A timetable of events concerning the approved tree protection plans, including; initial implementation of the protective measures, management of conflicts and the final removal of the protective measures.
- e. Details when site monitoring will take place, specific events to be monitored and number and frequency of compliance inspections. A detailed report of compliance and issues should be completed and provided to the local Tree Officer, within 3 days of the agreed site visit.
- f. Post development assessment of the retained and planted trees and any necessary remedial action.

REASON: To ensure that tree(s) are not damaged or otherwise adversely affected by the building operations

U08024 Site Monitoring Evidence

Development shall be suspended unless an inspection report is submitted in line with the submitted tree supervision and monitoring programme approved pursuant to condition U08023. Any breaches in Tree Protection shall be recorded, and a report outlining mitigation to address the breach shall be submitted to the Local Planning Authority for approval in writing and implementation thereafter as part of the development.

REASON: To ensure that the tree (s) are not damaged or otherwise adversely affected by building operations and soil compaction

U08025 Details of foundations - piling etc

In respect of each Development Zone, no material start shall take place on the development hereby approved in that Development Zone, with the exception of any demolition works in the Schools Development Zone, until written notice of the intention to commence work has been sent to the Development Control department of the Council. Such notice shall be sent to that department not less than 48 days prior to a material start on the development and shall give details of the intended method of constructing the foundations, including a piling method statement, if applicable, explaining the method and equipment for piling. (See informative IE06 on this notice which gives advice on foundation construction that minimises nuisance to neighbours). Reason: To ensure that the local planning authority has sufficient notice of the commencement of work and the methods of foundation construction to enable measures to be taken, if appropriate, to protect the amenities of neighbouring occupiers

U08026 Schools - Reserved Matters

With the exception of any demolition works and Advance Infrastructure and Enabling Works, no development within the Schools Development Zone shall commence until written approval of the following Reserved Matters for that Development Zone where relevant has been obtained from the Local Planning Authority:

- o the layout of buildings above and below ground level and associated roads, routes and open space
- o the scale of buildings
- o the appearance of the buildings
- o landscaping

Development shall be undertaken in accordance with the approved details.

Reason: In accordance with Section 92 of the Town and Country Planning Act 1990

U08027 College - Reserved Matters

No development within the College Development Zone, or phase thereof, shall commence until written approval of the following Reserved Matters for that Development Zone, or phase thereof, where relevant has been obtained from the Local Planning Authority:

- o the layout of buildings above and below ground level and associated roads, routes and open space
- o the scale of buildings
- o the appearance of the buildings
- o landscaping

Development shall be undertaken in accordance with the approved details.

Reason: In accordance with Section 92 of the Town and Country Planning Act 1990

U08028 College Playing Field - Reserved Matters

No development within the College Playing Fields Development Zone, shall commence until written approval of the following Reserved Matters for that Development Zone where relevant has been obtained from the Local Planning Authority:

- o the layout of buildings above and below ground level and associated roads, routes and open space
- o the scale of buildings
- o the appearance of the buildings
- o landscaping

Development shall be undertaken in accordance with the approved details.
Reason: In accordance with Section 92 of the Town and Country Planning Act 1990

U08029 Residential - Reserved Matters

No development within the Residential Development Zone, or phases thereof, shall commence until written approval of the following Reserved Matters for that Development Zone, or phase thereof, where relevant has been obtained from the Local Planning Authority:

- o the layout of buildings above and below ground level and associated roads, routes and open space
- o the scale of buildings
- o the appearance of the buildings
- o landscaping

Development shall be undertaken in accordance with the approved details.
Reason: In accordance with Section 92 of the Town and Country Planning Act 1990

U08030 Tech Hub - Reserved Matters

No development within the Tech Hub Development Zone, or phase thereof, shall commence until written approval of the following Reserved Matters for this Development Zone, or phase thereof, where relevant has been obtained from the Local Planning Authority:

- o the layout of buildings above and below ground level and associated roads, routes and open space
- o the scale of buildings
- o the appearance of the buildings
- o landscaping

Development shall be undertaken in accordance with the approved details.
Reason: In accordance with Section 92 of the Town and Country Planning Act 1990

U08031 Compliance Report

No reserved Matters Application shall be submitted in relation to any Development Zone(s), or phase thereof, unless it is accompanied, as appropriate, by the following documents and/or information

- i) a statement to demonstrate how the proposed development of a Development Zone, or phase thereof, is in accordance with the Phasing Programme;
- ii) an explanatory statement detailing how the proposed quantum of land uses and scale of development proposed within the Development Zone, or phase thereof, are consistent with the limitations set in conditions nos: U07999, U08000, U08001, U08002, U08006 and U07931.
- iii) an explanatory statement detailing how the proposed development of a Development Zone, or phase thereof, addresses the mitigation measures outlined in the Environmental Statement and Environmental Statement Addendum

and in relation to the matter of layout, a Reserved Matters Application shall include:
a) a report and plans detailing the layout of the proposed building or buildings and any relevant roads, pedestrian and cycle routes, parking and servicing areas and the detailed layout of open spaces within a Development Zone, or phase thereof, to which the Reserved Matters Application relates
b) a reconciliation plan showing how the proposed detailed layout of the roads, pedestrian and cycle routes, parking and servicing areas and the detailed layout of open spaces within a Development Zone, or phase thereof, to which the Reserved Matters Application relates are consistent with the parameters and principles for the layout of the wider development set out in condition nos U07999 and the Design Code,

- c) a report and plans detailing the internal layout of any buildings within a particular Development Zone, or phase thereof, and, in the case of the Schools and College Development Zones, an explanatory statement demonstrating that the individual educational buildings have been designed to meet government baseline design guidance including minimum floor areas of teaching, ancillary and external spaces
- d) a report and plans detailing any layout below ground level
- e) a report and plans demonstrating how the building and its associated external spaces, both public, shared and private, have been designed to accord with the principles of maximum access, including step-free entrances, and inclusive design as set out in the Design Code and Mayors' Accessible London' Supplementary Planning Guidance
- f) no Reserved Matters Applications for the Residential Development Zone, or phase thereof, shall be submitted unless it is accompanied by an explanatory statement and plans demonstrating a) that the proposed development of the relevant residential building and units therein complies with the design and construction standards contained in the DCLG Technical Housing Standards - Nationally Described Space Standard, the Mayor's Housing Supplementary Planning Guidance 2012 the Mayor's Draft Interim Housing Supplementary Planning Guidance 2015 and Mayor's Housing Standards Transition Statement 2015, b) that 90% of all units within a building within are compliant with Approved Document Part M4(2) c) that 10% of all units within a building are compliant with Approved Document Part M4(3), d) that discussions with a registered affordable housing provider have influenced the submitted design of the relevant residential building in accordance with the Design Code requirement, e) that private external amenity space provision accords with table 1.

Table 1: External Amenity Space Standards

| Size of unit | Amount of private amenity space |
|-------------------------|---|
| 1-2 person flat | Minimum of 5sqm of private outdoor space |
| 3 person flat and above | Minimum of 5sqm of private outdoor space plus an extra 1sqm per additional occupant Ground level family units (of 3 or more bedrooms) within a block of flats should have larger private amenity spaces. |
| 2 bed house | 40sqm |
| 3 bed house + | 70sqm |

- g) a daylight/sunlight report in accordance with the Building Research Establishment methodology demonstrating that external spaces, balconies and internal rooms to dwellings within the Residential Development Zone comply with standards set out in Site Layout, Planning for Sunlight and Daylight (BRE: 1991)

and in relation to the matter of scale, a Reserved Matters Application shall include:

- a) a statement (including accompanying design material) to demonstrate that the scale of the development is consistent with the Parameter Plans and Design Code

and in relation to the matter of appearance, a Reserved Matters Application shall include:

- a) plans, drawings, sections, elevations and photomontages to explain in full detail the massing, design and materials to be used on all external surfaces, fenestration (including framing and glazing details), balconies/roof terraces/winter gardens, canopies, entrances, porches, cladding systems, renewables technologies, Rooftop Plant, flues, vents, lift overruns and signage, podium parking, and, where practicable, samples shall be provided and
- b) a statement (including accompanying design and materials) to demonstrate the selection of materials accords with the Design Code
- c) an external illumination or lighting strategy for a building
- d) a statement to demonstrate how the siting and design of a building or townscape element serves a prominent role as a distinguishing feature, focal point, landmark or wayfinder for that Development Zone and/or the College site

- e) a statement to demonstrate how the siting and design of a building has incorporated active frontages, including shared amenity spill out areas in the College Development Zone, to engage with the public realm and promote activity and security
- f) a statement demonstrating how the design of the buildings within the Residential Development Zone have adopted the principle of Tenure Blind
- g) any Taller Building should be accompanied by a full design justification based on a comprehensive townscape appraisal

and in relation to the matter of landscaping, a Reserved Matters Application shall include:

- a) full details, including plans, drawings, elevations and specifications, of both hard and soft landscaping works, these details shall include all ecological enhancements measures including stag beetle loggeries, planting of native species, creation of ecology corridors (2 metre wide minimum), proposed finished levels or contours; means of enclosure; car parking layouts; other vehicle and pedestrian access and roads/other circulation areas; school playgrounds and other outside spaces, hard surfacing materials; minor artifacts and structures (e.g. street furniture, street lighting, public art, play equipment, ecological information boards, fences, walls, gates, screens, tree pit grilles, canopies, seating, resting benches, litter bins, refuse or other storage units, signs (including cycle routes and parking), lighting etc.); proposed and existing utility services above and below ground (e.g. drainage, power, communications cables, pipelines etc, indicating lines, manholes, supports etc); retained historic landscape features and proposals for restoration, where relevant; and a program or timetable of the proposed works.
- b) Where within the Root Protection Area of retained trees hard landscape design, small structure installation and service installation should be formulated in accordance with section 7.4, 7.5 and 7.7 of British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations.
- c) Soft landscape works shall include planting plans, written specifications (including cultivation and other operations associated with plant and grass establishment); the specification is to include details of the quantity, size, species, position, planting methodology, proposed time of planting and anticipated routine maintenance of all trees to be planted. Any proposed tree planting should be undertaken in accordance with section 5.6 of British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations.
- d) All tree/plant/shrub planting included within the approved specification shall be carried out in accordance with that specification and in accordance with BS 3936:1986 (parts 1, 1992, Nursery Stock, Specification for trees and shrubs, and 4, 1984, Specification for forest trees); BS 4043: 1989, Transplanting root-balled trees; and BS 4428:1989, Code of practice for general landscape operations (excluding hard surfaces).
- e) Specification for anticipated surface changes between Development Zones and the size, type and appearance of all paving or other hard surfaces within the particular Development Zone, or phase thereof.
- f) Details of proposed green or brown roofs including detailed specifications and a supporting explanatory statement to demonstrate the anticipated distribution of green or brown roofs within a particular Development Zone, or phase thereof
- g) All hard and soft landscape works shall be carried out in accordance with the approved details and in any event prior to the commencement of occupation/use of the land and buildings

REASON: (1) To ensure that the Development is carried out in accordance with the submitted Phasing Programme, Parameter Plans and other submitted details and to ensure the Development includes the mitigation measures identified as necessary in the Environmental Statement for the development to ensure that environmental considerations material to the proposed development are not adversely affected. (2) To ensure that the proposed development does not prejudice the appearance of the locality and to preserve and enhance nature conservation interests

U08032 Archaeology

In respect of each Development Zone (with the exception of the Schools Development Zone), or phase thereof, no development, including any works of demolition or below ground works, shall take place in that particular Development Zone, or phase thereof, until the applicant or their agent or successors in title has secured the implementation of a programme of archaeological work for that particular Development Zone, or phase thereof, in accordance with a written scheme of investigation which has been submitted by the applicant and approved in writing by the Local Planning Authority.

Following approval of the written scheme of investigation any subsequent field work and assessment report required shall be submitted by the applicant and approved in writing by the Local Planning Authority. No development shall be carried out in that particular Development Zone, or phase thereof, until such a report has been approved [unless otherwise agreed in writing by the Local Planning Authority].

REASON: To safeguard any archaeological interest of the site.

U08033 Potentially Contaminated Sites

1. In respect of each Development Zone, or phase thereof, no development shall take place in that particular Development Zone, or phase thereof, until:

a) a desk study detailing the history of the site, hazardous materials, substances used together with details of a site investigation strategy based on the information revealed in the desk study has been submitted to and approved in writing by the local planning authority

b) an intrusive site investigation has been carried out comprising: sampling of soil, soil vapour, ground gas, surface water and groundwater to the satisfaction of the local planning authority. Such work to be carried out by suitably qualified and accredited geo-environmental consultants in accordance with the current U.K. requirements for sampling and testing.

c) written reports of: i) the findings of the above site investigation and ii) a risk assessment for sensitive receptors together with a detailed remediation strategy designed to mitigate the risk posed by the identified contamination to sensitive receptors have been submitted to and approved in writing by the local planning authority

Note: some demolition work, if required, could be allowed beforehand for enabling the above requirement (1b), subject to the agreement of the Local Planning Authority.

2. None of the dwellings/buildings in a particular Development Zone, or phase thereof, shall be occupied until:

a) the remediation works approved as part of the remediation strategy have been carried out in full and in compliance with the approved strategy. If during the remediation or development work new areas of contamination are encountered, which have not been previously identified, then the additional contamination should be fully assessed in accordance with the above requirements (1(b and c)) above and an adequate remediation scheme shall be submitted to and approved in writing by the local planning authority and fully implemented thereafter.

b) a verification report, produced on completion of the remediation work, has been submitted to and approved in writing by the local planning authority. Such report to include: i) details of the remediation works carried out and ii) results of verification sampling, testing and monitoring and iii) all waste management documentation showing the classification of waste, its treatment, movement and disposal in order to demonstrate compliance with the approved remediation strategy.

REASON: To protect future users of the site and the environment.

U08034 Japanese Knotweed

Prior to the commencement of development within the a particular Development Zone, or phase thereof, a proposed method statement for the investigation, removal and/or chemical treatment of any Japanese Knotweed, Giant Hogweed or other pernicious

weed located within that Development Zone, or phase thereof, including a time line for its eradication, shall be submitted to and agreed in writing with the Local Planning Authority; the approved scheme shall be implemented as part of the development hereby approved. An eradication guarantee shall be provided to the Local Planning Authority following treatment.

REASON: To safeguard and enhance the nature conservation value of the site and the adjacent River Crane.

U08035 Foundation design - ground gases

Prior to commencement of development within a particular Building Zone, details of foundations for that building(s) including measures to prevent gas ingress shall be submitted to and approved in writing by the Local Planning Authority.

REASON: To protect future users of the site and the environment.

U08036 Piling - Controlled Waters

Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: The developer should be aware of the potential risks associated with the use of piling where contamination is an issue. Piling or other penetrative methods of foundation design on contaminated sites can potentially result in unacceptable risks to underlying groundwaters. We recommend that where soil contamination is present, a risk assessment is carried out in accordance with our guidance 'Piling into Contaminated Sites'. We will not permit piling activities on parts of a site where an unacceptable risk is posed to Controlled Waters.

U08037 SUDS - Controlled Waters

Whilst the principles and installation of sustainable drainage schemes are to be encouraged, no infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to Controlled Waters. The development shall be carried out in accordance with the approval details.

Reason: Infiltrating water has the potential to cause remobilisation of contaminants present in shallow soil/made ground which could ultimately cause pollution of groundwater.

U08038 Secure by Design/CCTV

Prior to the commencement of construction within any particular Development Zone, or phase thereof, details of the security measures to form part of the development within that Development Zone, or phase thereof, shall be submitted to and approved in writing by the Local Planning Authority. These measures are to accord with the principles of Secure by Design and will, in particular, incorporate defensible spaces, lighting, controlled entry and exit points to the the College and School Development Zones and buildings therein, CCTV framework and surveillance measures within any enclosed car park and cycle storage area and video access control systems at the entrances to any block of residential flats.

REASON: To ensure a safe and convenient form of development and to safeguard the amenities of the area generally

U08039 Lighting Strategy

Prior to the commencement of development within a Development Zone, or phase thereof, details of the lighting of footpaths, play areas, parking areas and internal access roads including light spillage diagrams for that particular Development Zone, or phase thereof, shall be submitted to and agreed in writing by the Local Planning Authority and thereafter constructed in accordance with these details.

Reason: To safeguard the ecology of the site and neighbour amenity and ensure a safe and convenient form of development.

U08040 Misc Details - Sample Panels

Prior to the commencement of development of any above ground works in respect of each Development Zone, sample panels of facing brickwork/render or such other materials, where appropriate, showing the proposed colour, texture, face-bond and pointing for buildings within that particular Development Zone shall be provided on site and approved by the Local Planning Authority before the relevant parts of the works are commenced and the sample panels shall be retained on site until the work is completed and has been approved.

REASON: To ensure that the proposed development does not prejudice the appearance of the locality

U08041 Site Wide Open Space/Landmark Framework

No commencement of development within the College Development Zone or Residential Development Zone shall take place until a Site Wide Open Space and Landmark Strategy for the College Site has been submitted to and approved in writing by the Local Planning Authority, the Strategy to identify the distribution, character, design, purpose, quality and quantum of open spaces/gathering places, routes and siting of landmark buildings and elements to be provided throughout the development and the level of public accessibility thereto.

REASON: To ensure that the proposed development does not prejudice the appearance of the locality and provides a suitable balance between the public, semi-public and private realms.

U08042 Site Wide Parking and Servicing

A Site Wide Parking and Servicing Framework shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development in the College Development Zone. The framework shall be a strategic framework document setting out guidance for the site which shall include:

- o overarching strategy for car park management and the control of parking, and access/egress thereto, at surface level or within garaging/enclosed parking areas and a scheme of enforcement on Harlequins Match/Event Days, RFU Match/Event Days and non-match/event days;
- o means of separating public, operational and residential parking and enforcing that separation;
- o means of controlling the site access/egress points hereby approved and any cross-site rights-of-way described in the Design Code to ensure no vehicular access to the College Development Zone, Tech-Hub Development Zone or Residential Development Zone is gained via Egerton Road or Craneford Way at any time save for emergency vehicles
- o allocation of residential spaces between market and affordable units;
- o allocation of parking spaces within the College Development Zone for public users of the Sports Centre and Craneford Way Playing Fields

- o the approach to allocation of parking for people with mobility problems and wheelchair users;
- o car club allocation;
- o cycle parking/storage differentiated by residential/visitors, staff, public and other users;
- o access controls to enclosed parking/podium parking;
- o handling the relationship between private and service vehicles, including coaches and minibuses;
- o overarching strategy for servicing and deliveries across the site including access controls, regimes for planning and timing of deliveries and the provision of utilities throughout the site;
- o overarching strategy for emergency access and services .

The framework shall be reviewed and updated every 5 years to reflect changes to best practice standards and guidance, changing circumstances on adjoining sites and the strategic highway network. The development must not be carried out unless in accordance with the framework.

REASON: The site wide frameworks are to provide further strategic context on a site wide basis to the detailed submissions required in relation to Reserved Matters which are on a Development Zone, or phase thereof, basis.

U08043 Site Wide Drainage & Surface Water Mangt

Save for any Advance Infrastructure and Enabling Works or demolition works hereby approved, no part of the development shall commence until a Site Wide Drainage and Surface Water Management Strategy for the College site has been submitted to and approved in writing by the Local Planning Authority. The development shall be undertaken in full accordance with the approved Strategy, the scheme to be designed to ensure that discharge from the site does not exceed at any time that of greenfield run-off rates. REASON: To prevent the risk of flooding and surface water run-off

U08044 Site Wide Energy Statement

Save for any Advance Infrastructure and Enabling Works or demolition works hereby approved, no part of the development, with the exception of the Schools Development Zone, shall commence until a Site Wide Energy Statement for the College Site has been submitted to and approved in writing by the Local Planning Authority. The Statement shall be a strategic framework document s following the London Plan's Energy Hierarchy setting out guidance for the site and shall include:

- o measures to achieve a 35% reduction in regulated carbon emissions compared with a Building Regulation 2103 compliant development
- o at least a 20% contribution to total on site energy demand through low carbon decentralized heat and energy networks, or renewable energy sources
- o measures to avoid overheating
- o measures to minimise cooling loads

REASON: The site wide frameworks are to provide further strategic context on a site wide basis to the detailed submissions required in relation to Reserved Matters which are on a Development Zone, or phase thereof, basis.

U08045 Arboricultural Method Statement (AMS)

Prior to the commencement of development, an Arboricultural Method Statement (AMS) including a construction method statement and tree protection plans specific to this scheme shall be submitted to and approved in writing by the Local Planning Authority. The AMS must:

- a. Be written in accordance with and address sections 5.5, 6.1, 6.2, 6.3 and 7 of British Standard 5837:2012 Trees in relation to design, demolition and construction - recommendations

b. Be written in conjunction with the contractors individual Method Statement for construction, any changing the method of construction, must be updated into the AMS.

c. Outline any tree constraints, and explain any impacts for both above and below ground.

d. Detail all tree protection (including plans) and specification of fencing and ground protection appropriate to the site layout plan and access.

e. Detail any special engineering for construction within the Root Protection Area, this is specifically in relation to the above ground construction of the all-weather pitch.

f. Detail any facilitation pruning that may be required. The specification for tying back and/or pruning must be measureable and prepared by a suitably qualified Arboriculturalist or Arboricultural Contractor. All tree work must be undertaken in accordance with BS3998:2010 Tree work - Recommendations unless approved by the Councils Arboricultural Officer

The development shall not be implemented other than in accordance with the approved AMS.

REASON: To ensure that the tree (s) are not damaged or otherwise adversely affected by building operations and soil compaction

U08046 Site Monitoring Procedures and Recording

Prior to the commencement of development, a scheme for site monitoring and recording shall be submitted to and approved in writing by the Local Planning Authority. This shall detail:

o Confirmation of the appointment of a retained Arboricultural consultant to conduct an auditable system of site supervision and monitoring and provide reports to the Local Authority Tree Officer.

o Provide details of the Arboricultural consultant, site manager, other key personnel with their key responsibilities and contact details.

o Induction procedures for all personnel in relation to Arboricultural matters.

o A timetable of events concerning the approved tree protection plans, including; initial implementation of the protective measures, management of conflicts and the final removal of the protective measures.

o Details when site monitoring will take place, specific events to be monitored and number and frequency of compliance inspections. A detailed report of compliance and issues should be completed and provided to the local Tree Officer, within 3 days of the agreed site visit.

o Post development assessment of the retained and planted trees and any necessary remedial action.

REASON: To ensure that tree (s) are not damaged or otherwise adversely affected by the building operations

U08047 Site Monitoring Evidence

Development shall be suspended unless an inspection report is submitted in line with the submitted tree supervision and monitoring programme approved pursuant to condition U08023. Any breaches in Tree Protection shall be recorded, and a report outlining mitigation to address the breach shall be submitted to the Local Planning Authority for approval in writing and implementation thereafter as part of the development.

REASON: To ensure that the tree (s) are not damaged or otherwise adversely affected by building operations and soil compaction

U08048 Pre-Start Meeting

The Local Planning Authority Tree Officer is to be invited to attend a 'pre-start meeting' for each phase of construction which should take place following implementation of the Tree Protection and planting as set out in the submitted detail and prior to any materials

or machinery being brought onto the site and before any demolition, development or landscaping commences.

Key stakeholders (such as the site manager, project arboriculturalist and other key site personnel) shall attend the pre-start meeting. Full Agenda and minutes from the meeting must be prepared, sent and agreed by the Local Planning Authority Tree Officer.

Reason: To ensure that sufficient tree protection is in place and to prevent the tree (s) from being damaged or otherwise adversely affected by building operations and soil compaction

U08049 Tree Planting Scheme

Prior to commencement of development within any particular Development Zone, or phase thereof, a tree planting scheme shall be submitted to and approved in writing by the local planning authority. This scheme will require some work to be undertaken prior to any tree removal in relation to that phase of construction. Without correct implementation the tree planting scheme shall be suspended until the corrected tree planting is undertaken.

This scheme shall include details of the quantity, size, species, position, planting methodology, proposed time of planting (season) and a 5 year maintenance and management programme. The tree planting scheme shall be written in accordance with

o British Standard 5837:2012 Trees in relation to design, demolition and construction - Recommendations (sections 5.6)

o BS 8545:2014 Trees: from nursery to independence in the landscape. Recommendations.

Any trees that die or become seriously damaged or defective (Local Authority opinion) within a period of 5 years from the sign off completion then the tree must be replaced to reflect the specification of the approved planting scheme.

There will also be a requirement which must acknowledge and accept the party responsible for the replacement of any tree planted under the scheme.

REASON: To safeguard the appearance of the locality.

U08050 Landscape management (Large Scheme)

A landscape management plan for a Development Zone, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas over a minimum period of 7 years from the date of completion of the landscaping scheme other than small, privately owned, domestic gardens, shall be submitted to and approved in writing by the local planning authority prior to the occupation of a building within that Development Zone, whichever is the sooner, for its permitted use. The landscape management plan shall be implemented as approved from the date of completion of the landscaping scheme.

REASON: To ensure that the proposed development does not prejudice the appearance of the locality.

U08051 Showers/lockers for cyclists - College

The provision of and access to showers, lockers and changing room facilities shall at all times be available to College staff and pupils/students; details of the location/design of these facilities shall be submitted to and be approved in writing by the Local Planning Authority prior to the commencement of development of any building (unless otherwise agreed in writing by the Local Planning Authority) within the College Development Zone

Reason: To accord with the Council's policy to encourage the use of alternative forms of transport to the car wherever possible.

U08052 Showers/lockers for cyclists - Schools

The provision of and access to showers, lockers and changing room facilities shall at all times be available to School staff and pupils/students; details of the location/design of these facilities shall be submitted to and be approved in writing by the Local Planning Authority prior to the commencement of development of any building (unless otherwise agreed in writing by the Local Planning Authority) within the School Development Zone
Reason: To accord with the Council's policy to encourage the use of alternative forms of transport to the car wherever possible.

U08053 MUGA - Construction details - Schools

Prior to the commencement of works in relation to the Multi-Use Games Area (MUGA) to be constructed in the Schools Development Zone, details shall be submitted to and approved in writing by the Local Planning Authority. Such details to include the design, materials, method of construction, depth of foundation, irrigation system, surround fencing, retractable netting, maintenance plan and tree root protection measures where applicable. The MUGA shall be constructed in accordance with the approved details and retained thereafter for use by the school and local community.

REASON: To ensure that the tree (s) are not damaged or otherwise adversely affected by building operations and the long term provision of sports facilities.

U08054 MUGA - Floodlighting - Schools

Prior to the commencement of development of any MUGA within the School Development Zone, Floodlighting details and a lighting Strategy for the courts/pitches shall be submitted to and approved in writing by the Local Planning Authority. Details shall include:

- o A statement setting out why a floodlighting/lighting scheme is required, and the frequency and length of use in terms of hours of illumination during the summer and winter.
- o Demonstration that recommended illuminance (the quantity of light falling on the court surface) and uniformity (minimum lighting level/average lighting level) complies with the Chartered Institution of Building Services Engineers (CIBSE) Lighting Guide 4: Sports Lighting, 2006, CIBSE Society of Light & Lighting) based on the recognised standard, BS EN 12193, 1999 (now 2007).
- o Glare Reduction - Demonstration that glare reduction measures will be employed and submission of details of baffles etc
- o A site survey showing the area to be lit relative to the surrounding area, the existing landscape features together with proposed landscaping features and tree screens to mitigate the impacts of the proposed lighting.
- o Details of the make and catalogue number of any luminaires.
- o Size, type and number of lamps fitted within any luminaire.
- o The mounting height of the luminaires specified.
- o The location and orientation of the luminaires.
- o A technical report prepared by a qualified Lighting Engineer setting out the type of lights, performance, height and spacing of lighting columns. The light levels to be achieved over the intended area, at the site boundary and for 25 metres outside it. The approved details shall be implemented and retained thereafter.

REASON: To safeguard the amenities of occupants of existing and future residential units and the area in general.

U08055 MUGA - Floodlighting Columns - Schools

No floodlighting column within the School Development Zone shall exceed 6.0m in height measured from ground level (9.20m AOD). REASON: To safeguard the amenities of occupants of existing and future residential units and the area in general.

U08056 MUGA - Constructn detail - Playing Field

Prior to the commencement of works in relation to the Multi-Use Games Area (MUGA) to be constructed in the College Playing Fields Development Zone, details shall be submitted to and approved in writing by the Local Planning Authority. Such details to include the design, materials, method of construction, depth of foundation, irrigation system, fencing, retractable netting, maintenance plan and tree root protection measures where applicable. The MUGA shall be constructed in accordance with the approved details and retained thereafter for use by the college, school and local community.

REASON: To ensure that the tree (s) are not damaged or otherwise adversely affected by building operations and the long term provision of sports facilities.

U08057 MUGA - Tree Screen - Playing Field

Prior to the use of Multi-Use Games Areas and sports pitches within the College Playing Fields Development Zone, a tree screen/landscaped area shall be planted along the length of the Development Zone's northern boundary with Craneford Way and eastern boundary with Heatham Park in accordance with details to be submitted to and approved in writing by the Local Planning Authority. Such details shall include a site survey showing the existing trees and landscape features together with proposed landscaping features and tree screens to mitigate associated noise and visual impacts of the proposed. The screen shall be planted in the first planting season after the completion of construction works within the College Playing Fields Development Zone and retained thereafter. Any tree that dies or is removed within 5 years of planting shall be replaced by one of similar age, size and species.

REASON: To safeguard the amenities of occupants of existing and future residential units and the area in general.

U08058 MUGA - Fencing - College Playing Fields

No permanent fencing within the College Playing Fields Development Zone shall exceed 3.0m in height measured from ground level (9.20m AOD) and be other than of an open-mesh construction. REASON: To safeguard the amenities of occupants of existing and future residential units and the appearance and character of the Metropolitan Open Land and Craneford Way street scene.

DETAILED INFORMATIVES

U01216 Definitions

For the purposes of the conditions attached to this decision notice, the following words and expressions have the following meanings:

Advance Infrastructure and Enabling Works means that infrastructure and enabling works which are of a temporary nature and required for site establishment in connection with the development set out in the Development Specification and Parameter Plans and for the avoidance of doubt includes temporary hard and soft landscaping, temporary vehicular routes, temporary storage compounds, temporary site lighting, generators, renewable energy technologies, and temporary buildings, including the temporary changing facilities for the existing Sports Hall and temporary covered cycling facilities

Building Zones means an area of land on which a building(s) will be situated as identified on parameter plan no: PL04/Rev A

College Development Zone means the land comprising the college development zone identified on plan no PL-03

College Playing Fields Development Zone means the land comprising college playing fields development zone identified on plan no PL-03

College Site means the parcel of land identified on the red line boundary plan no PL01 within which the Development is proposed

Design Code means the document titled 'Design Code' Rev B received on 3 March 2016 prepared by HoK Architects setting out the general design principles for the proposed development and contains a set of illustrated design rules and requirements to inform the detail design and appearance of both buildings and landscape on the individual Development Zones and the College Site as a whole

Development Specification means the document titled 'Development Specification' received on 5 February 2016 and prepared by CgMs Consulting defining the form and content of the development proposals.

Development Zone(s) means one/all of the 5 parcels of land identified for redevelopment on plan no: PL03 showing the extent of the proposed uses

Environmental Statement means the document titled 'Environmental Statement' dated June 2015 and prepared by Cascade Consulting which records the findings of the technical environmental impact assessments that have been undertaken to understand the likely significant environmental effects of the Development. These assessments are based on the documents and drawings

Harlequins Match Day/Event Day means a period of time restricted to between 2 hours before the start of a match/event held at Twickenham Stoop Stadium and 2 hours after the finish of this match/event

Parameter Plan(s) means the drawing(s) nos PL01, PL02, PL03, PL09, PL16, PL04 Rev A, PL05 Rev B, PL06 Rev A, PL07 Rev A, PL08 Rev A, PL10 Rev A, PL11 Rev A, PL12 Rev A, PL13 Rev A, PL14 Rev A and PL15 Rev A which show

- o the extent of the proposed uses (the Development Zones),
- o the extent and scale of the proposed buildings within these zones against allowable deviations and tolerances (the Building Zones),
- o the proposed access arrangements to/from the site and between the development and building zones and
- o the potential treatment of the spaces between these zones, buildings and accesses

Phasing Programme means the twelve stages of comprehensive redevelopment within the College Site as assessed within the environmental impact assessment and recorded within the Environmental Statement, each stage of which is made up of either a single or number of Development Zones and relates to land as shown on plans appended to the Development Specification (Appendix 1). For the avoidance of doubt, it does not relate to the buildings, external spaces and roads as shown on said plans

Projections means flues, chimneys and wind catchers upto 3m in height and lift overruns and access stairs to the rooftop upto 3.5m in height

RFU Match Day/Event Day means the entire day of a match/event held at the RFU Stadium

Residential Development Zone means the land comprising the residential development zone identified on plan no PL-03

Rooftop Plant means any and all equipment, services and fittings to be installed on a roof pertaining to the functioning and maintenance of the building and includes air conditioners, aeriads, maintenance gantries, mechanical smoke reservoirs, satellite dishes, solar panels and any enclosure thereof but excludes flues, vents, lift overruns and signage

Schools Development Zone means the land comprising the school development zone identified on plan no PL-03

Tech-Hub Development Zone means the land comprising the tech-hub development zone identified on plan no PL-03

Taller Building means tall and large buildings that are substantially taller than their surroundings and/or cause a significant change to the skyline

Tenure Blind means the principle that dwellings of different tenures should be designed to be indistinguishable when viewed from the public realm, private and shared amenity areas

U01227 School MUGAS - Marked for Football

The applicant is advised that details submitted pursuant to condition 58 shall cater for the following sports as indicated in the submitted Environmental Statement, 2 football areas, basketball court, netball court and tennis courts

IE03 Restaurant - EHO Consultation

The applicant is advised to contact Commercial Environmental Health Team, 2nd Floor Civic Centre, 44 York Street, Twickenham TW1 3AB prior to the commencement of any work.

IE06 Details of piling-EHO consultation

The attention of the applicant is drawn to the requirements of section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise and vibration on construction and demolition sites. Application, under section 61 of the Act for prior consent to the works, can be made to the Environmental Health Department. Where developments include foundations works require piling operations It is important to limit the amount of noise and vibration that may effect local residents.

There are a number of different piling methods suitable for differing circumstances. Guidance is contained in British Standard BS 5228 Noise control on Construction and Open Sites - Part 4: Code of Practice for noise and vibration control applicable to piling operations.

Where there is a risk of disturbance being caused from piling operations then the council under section 60 Control of Pollution Act 1974 can require Best Practicable Means (BPM) to be carried out. This may entail limiting the type of piling operation that can be carried out.

The types of piling operations which are more suitable for sensitive development in terms of noise and vibration impact are;

- * Hydraulic Piling
- * Auger Piling
- * Diaphragm Walling

IH02A Refuse storage and collection

The applicant is advised to contact Recycling and Waste, London Borough of Richmond upon Thames, Central Depot, Langhorn Drive, Twickenham TW2 7SG with regard to arrangements for the collection and storage of refuse. The provision of an enclosure may require the submission of a further application.

IL02 Advertisements

The applicant is advised of the need to obtain separate consent under the Town & Country Planning (Control of Advertisements) Regulations 1992 for any advertisements requiring express consent which it is to display on these premises.

IL13 Section 106 agreement

This planning permission has a Section 106 Agreement which must be read in conjunction with it.

IL24 CIL liable

The applicant is advised that this permission results in a chargeable scheme under the Borough's and the Mayor of London's Community Infrastructure Levy.

U01218 NPPF APPROVAL - Para 186 and 187

In accordance with paragraphs 186 and 187 of the National Planning Policy Framework, Richmond upon Thames Borough Council takes a positive and proactive approach to the delivery of sustainable development, by:

- o Providing a formal pre-application and duty officer service
- o Providing written policies and guidance, all of which is available to view on the Council's website
- o Where appropriate, negotiating amendments to secure a positive decision
- o Determining applications in a timely manner

In this instance:

- o The application was amended following negotiations with the Council to ensure the scheme complied with adopted policy and guidance, and the application was recommended for approval and referred to the first available Planning Committee, where the agents / applicants had an opportunity to present the case

IM01 Disabled persons

The applicant's attention is drawn to the provisions of the Chronically Sick and Disabled Persons Act 1970 (Section 4, 7, 8a) and to the Code of Practice for Access for the Disabled to Buildings (BS 5810: 1979). Attention is also drawn to the provisions of Part M of the Building Regulations - access and facilities for disabled people.

IM02 Disabled persons-Educational buildings

The applicant's attention is drawn to Section 7 (Signs) and Section 8 (Access and Facilities) of the Chronically Sick and Disabled Persons Act 1970 and to design Note No.18 - Access for the Physically Disabled to Educational Buildings: HMSO. Attention is also drawn to the provisions of part M of the Building Regulations - concerning access and facilities for disabled people.

IM07 Soil contamination

In view of the previous uses of the site, a soil contamination survey would be desirable prior to the commencement of work on the site.

IM09 Disabled parking

Parking for people with disabilities should be provided in spaces not less than 3.6m wide x 4.8m deep, conveniently located relative to the building entrances and clearly signed for its purpose.

IM11 Use of hardwoods

If hardwood is to be used in the development hereby approved the applicant is strongly recommended to ensure that it is from a recognised sustainable timber source. You are invited to consult the 'Good Wood Guide' produced by Friends of the Earth together with The National Association of Retail Furnishers for advice on this matter.

IM13 Street numbering

If you wish to name or number a new development, sub-divide an existing property, or change the name or number(s) of an existing property or development, you will need to apply to the London Borough of Richmond Upon Thames. Further details of this process, fees, and the necessary information and forms that need to be submitted can be found on the Council's website

http://www.richmond.gov.uk/street_numbering_and_naming. Alternately you may contact Peter Cridland, Address Management Manager (020 8891 7889 peter.cridland@richmond.gov.uk).

IT02 Trees - Protective fencing

In order to protect trees during building works the Local Planning Authority would normally expect the erection of Chestnut pale fencing to a height of not less than 1.2m around the trees in question to the extent of their existing crown spread or, where circumstances prevent this, to a minimum radius of 2m from the trunk of the tree.

IT04A Trees - Pegging out building

The applicant is advised to contact the Environment Tree Department when the site has been pegged out so that a meeting may be arranged on site to determine whether any minor alterations to the position(s) of the building(s) will be required to enable the retention of the existing mature trees.

IT05 Trees - Size of new stock

The Local Planning Authority would normally expect all new trees to be planted to be a minimum size of SELECTED STANDARD which shall have a sturdy reasonably straight stem with a clear height from ground level to the lowest branch of 1.8m, an overall height of between 3m and 3.5m and a stem circumference measured at 1m from ground level of 10-12cm. The tree shall, according to the species and intended use, have either a well-balanced branching head or a well defined, straight and upright central leader with the branches growing out from the stem with reasonable symmetry.

IT06 Nature Conservation

When submitting proposals for landscaping the site applicants are advised that in determining the suitability of such proposals the Local Planning Authority will take into account the scope for enhancing the nature conservation interest of the site.

IX01 Car parking - drainage

The applicant is advised that car parking areas are to be drained via petrol interceptors and/or deep trapped gullies depending on the number of spaces. Generally underground or covered parking will be connected to the foul system and open parking to the surface water system. The applicant should contact Thames Water Utilities, Sewerage and Sewage Treatment Operations, Hogsmill Valley Works, Lower Marsh Lane, Kingston, KT1 3BW. (Tel: 020 8213 8729).

IX03 Soil and surface water drainage

The applicant is advised to consult Thames Water Utilities, Sewerage and Sewage Treatment Operations, Hogsmill Valley Works, Lower Marsh Lane, Kingston, KT1 3BW (Tel: 020 8213 8729) about the disposal of surface water and/or sewage from the development.

IX04. Surface flooding

The applicant is advised that the area is low lying and could be vulnerable to flooding. Thresholds should be built to an appropriate level, and the applicant should consult Thames Water Utilities, Sewerage and Sewage Treatment Operations, Hogsmill Valley Works, Lower Marsh Lane, Kingston, KT1 3BW (Tel: 020 8213 8729).

U01220 Construction Logistics Plan - TfL Guide

In relation to condition 17 the applicant is advised that the Construction Logistics Plan should aim for load consolidation and avoid peak rush hour to work delivery times. Further information in this regard can be found at <http://www.tfl.gov.uk/businessandpartners/freight/11422.aspx>.

U01221 Archaeology

Written schemes of investigation will need to be prepared and implemented by a suitably qualified archaeological practice in accordance with English Heritage Greater London Archaeology guidelines. They must be approved by the planning authority before any on-site development related activity occurs. It is recommended that the archaeological fieldwork should comprise of the following:

o Geotechnical Monitoring

Archaeological monitoring of geotechnical pits and boreholes can provide a cost-effective means of establishing the potential for archaeological remains to survive on previously developed land or where deep deposits are anticipated. It is usually used as part of a desk-based assessment or field evaluation.

o Evaluation

An archaeological field evaluation involves exploratory fieldwork to determine if significant remains are present on a site and if so to define their character, extent, quality and preservation. Field evaluation may involve one or more techniques depending on the nature of the site and its archaeological potential. It will normally include excavation of trial trenches. A field evaluation report will usually be used to inform a planning decision (pre-determination evaluation) but can also be required by condition to refine a mitigation strategy after permission has been granted.

U01222 Riverside treatment

Land alongside rivers is particularly valuable for wildlife and it is essential this is protected. This condition is supported by the National Planning Policy Framework (NPPF), paragraph 109 which recognises that the planning system should aim to conserve and enhance the natural and local environment by minimising impacts on biodiversity and providing net gains in biodiversity where possible, contributing to the Government's commitment to halt the overall decline in biodiversity, including by establishing coherent ecological networks that are more resilient to current and future pressures.

The Natural Environment and Rural Communities Act which requires Local Authorities to have regard to nature conservation and article 10 of the Habitats Directive which stresses the importance of natural networks of linked corridors to allow movement of species between suitable habitats, and promote the expansion of biodiversity.

Paragraph 118 of the NPPF also states that opportunities to incorporate biodiversity in and around developments should be encouraged. Such networks may also help wildlife adapt to climate change and will help restore watercourses to a more natural state as required by the river basin management plan and the Crane Valley catchment plan <http://cranevalley.org.uk/catchment/catchment-plan/>

U01223 Flood defence consent

Any works (including temporary works) within 8 metres in, over or adjacent to the River Crane will require flood defence consent from the Environment Agency. Please phone 03708 506 506 and ask for the Partnership and Strategic Overview Team that covers this area.

U01224 Environmental Permits

Your development may require an Environmental Permit for certain activities. The Environmental Permitting Regulations (England and Wales) 2010, cover water discharge activities, groundwater activities, radioactive substances, waste, mining waste and installations. Please see the following website for further information on permitting please see: <https://www.gov.uk/environmental-permit-how-to-apply/overview>

We recommend you incorporate pollution prevention measures to protect ground and surface water. We have produced a range of guidance notes giving advice on statutory responsibilities and good environmental practice. This includes Pollution Prevention Guidance Notes (PPG's) for the specific activities listed below. Pollution prevention guidance can be viewed at: <https://www.gov.uk/government/collections/pollution-prevention-guidance-ppg7>

U01225 Noise Predictions

Recreational Noise predictions must be undertaken using an assessment methodology which has been pre-agreed by the Local Planning Authority. It is considered that LAeq,T objective measurements underestimate the "actual" noise impact due to psychoacoustic factors. It is therefore required that ISO 1996-1 'Acoustics - Description and assessment of environmental noise - Part 1: Basic quantities and assessment procedures.' dated 2003 is applied with an additional +5 to +10dB character penalty applied. It will be important to model the noise to help illustrate the noise impact and effect on the proposed development.

U01226 College AGP - IRB standard

The applicant is advised that details submitted pursuant to condition U02724 should incorporate a new 3G pitch which is compliant with the 22 standards for senior level set by the International Rugby Board (IRB)/World Rugby as recommended by the LBRuT Playing Pitch Strategy.

U01217 Composite Informative

Reason for granting:

The proposal has been considered in the light of the Development Plan, comments from statutory consultees and third parties (where relevant) and compliance with Supplementary Planning Guidance as appropriate. It has been concluded that there is not a demonstrable harm to interests of acknowledged importance caused by the development that justifies withholding planning permission.

Principal Policies:

Where relevant, the following have been taken into account in the consideration of this proposal:-

National Planning Policy Framework (NPPF)

London Plan (Consolidated with Alterations since 2011) 2.1, 2.2, 2.18, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.15, 3.16, 3.18, 3.19, 4.1, 4.2, 4.3, 4.6, 4.10, 4.11, 4.12, 5.1, 5.2, 5.3, 5.4A, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16, 5.17, 5.18, 5.20, 5.21, 5.22, 6.3, 6.7, 6.9, 6.10, 6.11, 6.12, 6.13, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.11, 7.12, 7.13, 7.14, 7.15, 7.17, 7.18, 7.19, 7.21, 7.24, 7.28, 7.30, 8.1, 8.2, 8.3, 8.4

Core Strategy (2009) CP1, CP2, CP3, CP4, CP5, CP6, CP7, CP9, CP10, CP11, CP12, CP14, CP15, CP16, CP17, CP18, CP19

Development Management Plan (2011) DM SD 1, DM SD 2, DM SD 4, DM SD 5, DM SD 6, DM SD 7, DM SD 9, DM SD 10, DM OS 2, DM OS 5, DM OS 6, DM OS 7, DM OS 8, DM OS 9, DM HD 1, DM HD 3, DM HD 4, DM HD 7, DM HO 2, DM HO 3, DM HO 4, DM HO 5, DM HO 6, DM SI 1, DM SI 2, DM EM 1, DM EM 2, DM TP 1, DM TP 2, DM TP 3, DM TP 4, DM TP 6, DM TP 7, DM TP 8, DM DC 1, DM DC 2, DM DC 3, DM DC 4, DM DC 5, DM DC 6, DM DC 9

UDP (2005) Saved UDP proposal site T29

Planning Brief - Richmond upon Thames College (2008)

Draft Site Allocations Plan (currently at pre-publication stage): TW10

Crane Valley Planning Guidelines (2005)

Twickenham Area Action Plan (TAAP)

Whitton and Heathfield Village Planning Guidance (2014)

London Plan - Supplementary Planning Guidance
Housing SPG (2012), Housing Strategy (2014), Draft Interim Revised Housing Strategy SPG (2015), Draft Interim Housing Standards Policy Transition Statement 2015, Shaping Neighbourhoods: Character and Context SPG (2014), Sustainable Design and Construction SPG (2014), Mayor's, Mayor's, Accessible London: Achieving an Inclusive Environment SPG (2014), The control of dust and emissions during construction and demolition (July 2014), Shaping Neighbourhoods: Character and Context (2014), Draft Social Infrastructure SPG (2014), London Planning Statement (May 2014), Sustainable Design and Construction SPG (2014), Preparing Borough Tree and Woodland Strategies (2013), Use of planning obligations in the funding of Crossrail, and the Mayoral Community Infrastructure Levy (2013), Shaping Neighbourhoods: Play and Informal Recreation (September 2012), London View Management Framework SPG (2012), London's Foundations (March 2012), SPG: Planning for Equality and Diversity in London (October 2007), SPG: Accessible London: Achieving an Inclusive Environment (April 2004), London Housing Design Guide, Air Quality Strategy (2010), Mayor's Climate Change Adaptation Strategy, Mayor's Mitigation and Energy Strategy, Mayor's Water Strategy

Council SPG/SPD's

Car Club Strategy (2006), Design Quality (2006), Planning Obligations (in conjunction with Borough CIL - 2014), Sustainable Construction Checklist (2016), Conservation Areas (2002), Contaminated Land (2003), Nature Conservation and Development, Refuse and Recycling Storage Requirements SPD (2015), Security by design (2002 and Part Q of Building Regulations 2015), Trees: Landscape Design, Planting & Care, Affordable Housing (2014), Front Garden and other Off-Street Parking Standards (2006), Residential Development Standards (2010), Housing Optional Technical Standards - internal space standards and inclusive access, update June 2015, and Small and Medium Housing Sites (2006)

The London Borough of Richmond upon Thames Playing Pitch Strategy - February 2016

Sport England's Land Use Planning Policy Statement 'Planning for Sport Aims and Objectives', Sport England Technical Guidance Notes - Design and cost guidance

Further guidance

Public Space Design Guide (LBRuT), The Water Framework Directive, Crane Valley catchment plan, TfL Construction Logistics Plan Guidance, West London Waste Plan, Air Quality Action Plan (LBRuT)

Do The Maths: Tackling London's School Places Challenge' - London Councils July 2014

Historic England - Tall Buildings Advice Note 4 (2015)

DCLG - Technical housing standards: nationally described space standard (2015)

Building Regulations:

The applicant is advised that the erection of new buildings or alterations to existing buildings should comply with the Building Regulations. This permission is NOT a consent under the Building Regulations for which a separate application should be made. For application forms and advice please contact the Building Control Section of the Street Scene department, 2nd floor, Civic Centre, 44 York Street, Twickenham, TW1 3BZ. (Tel: 020 8891 1411).

If you alter your proposals in any way, including to comply with the Building Regulations, a further planning application may be required. If you wish to deviate in any way from the proposals shown on the approved drawings you should contact the Development Control Department, 2nd floor, Civic Centre, 44 York Street, Twickenham, TW1 3BZ. (Tel: 020 8891 1411).

Damage to the public highway:

Care should be taken to ensure that no damage is caused to the public highway adjacent to the site during demolition and (or) construction. The Council will seek to recover any expenses incurred in repairing or making good such damage from the owner of the land in question or the person causing or responsible for the damage.

BEFORE ANY WORK COMMENCES you MUST contact Highways and Transport, London Borough of Richmond upon Thames, 44 York Street, Twickenham TW1 3BZ (Telephone 020 8891 7090 ask for the Streetscene inspector for your area or email highwaysandtransport@richmond.gov.uk) to arrange a pre commencement photographic survey of the public highways adjacent to and within the vicinity of the site. The precondition survey will ensure you are not charged for any damage which existed prior to commencement of your works.

If you fail to contact us to arrange a pre commencement survey then it will be assumed that any damage to the highway was caused by your activities and you will be charged the full cost of repair.

Once the site works are completed you need to contact us again to arrange for a post construction inspection to be carried out. If there is no further damage then the case will be closed. If damage or further damage is found to have occurred then you will be asked to pay for repairs to be carried out.

Noise control - Building sites:

The attention of the applicant is drawn to the requirements of section 60 of the Control of Pollution Act 1974 in respect of the minimisation of noise and vibration on construction and demolition sites. Application, under section 61 of the Act for prior consent to the works, can be made to the Environmental Health Department.

Under the Act the Council has certain powers to control noise from construction sites. Typically the council will limit the times during which sites are permitted to make noise that their neighbours can hear.

For general construction works the Council usually imposes (when necessary) the following limits on noisy works:-

Monday to Friday 8am to 6pm

Saturdays 8am to 1pm

Sundays and Public Holidays- No noisy activities allowed

Applicants should also be aware of the guidance contained in British Standard 5228:2009- Noise and vibration control on construction and open sites.

Any enquiries for further information should be made to the Commercial Environmental Health Team, 2nd Floor Civic Centre, 44 York Street, Twickenham TW1 3AB.

END OF SCHEDULE OF CONDITIONS AND INFORMATIVES FOR APPLICATION
15/3038/OUT

SCHEDULE 2

Site-wide Obligations

1. Framework Travel Plan

- 1.1 The College shall submit the Framework Travel Plan to the Council (likely to be in the form at Appendix 5 to this Agreement) within 21 (twenty-one) days of the date hereof. The Council shall within 28 (twenty-eight) days of receipt either approve the Framework Travel Plan or request amendments. If amendments are requested the College shall resubmit the Framework Travel Plan to the Council within 7 (seven) days for approval. The Council and the College shall using best endeavours agree the Framework Travel Plan within 2 (two) months of the date hereof. The College shall then implement the approved Framework Travel Plan.
- 1.2 On the second (2nd) anniversary of the Operation of the Schools Development Zone the College shall carry out a review of the Framework Travel Plan in conjunction with the Council and TFL (in its capacity as strategic highway authority).
- 1.3 The review identified in paragraph 1.2 of this Schedule shall consider whether the Development gives rise to a need for enhanced bus services in the vicinity of the Site and in particular during the morning peak traffic flow using a methodology agreed in advance in writing between the Council, the College and TFL (in its capacity as strategic highway authority) (acting reasonably).
- 1.4 In the event that the review carried out pursuant to paragraph 1.2 of this Schedule concludes that there is a need for enhanced bus services in the vicinity of the Site as a result of the Development, the College shall use all reasonable endeavours to secure the provision of enhanced bus services in a manner which shall be agreed with the Council (in consultation with TFL as appropriate) following the said review (including the payment of an appropriate sum towards the costs of providing the enhanced bus services as agreed between the College, the Council and TFL).

2. Access Improvements

- 2.1 The parties agree that the General Access Improvements shall be procured substantially as set out in the approved drawings the numbers of which are set out in the table in Appendix 6 or in accordance with such variations as are agreed between the Parties.
- 2.2 Prior to the first Occupation or Operation of the College Development Zone (whichever is later), the College shall submit to the Council for approval details of the General Access Improvements.
- 2.3 Prior to the Occupation of 50% (fifty per cent) of the Residential Units within Phase 1, the College shall complete the General Access Improvements or arrange/procure that the

General Access Improvements such that they have been completed as approved by the Council and TFL (TFL in its capacity as strategic highway authority) with all other agreements and/or consents (if any) to authorise the carrying out of the General Access Improvements having been obtained.

2.4 Prior to the first Occupation or Operation of the College Development Zone (whichever is later), the College shall submit to the Council for approval details of the College Access Improvements.

2.5 Prior to the Occupation of 50% (fifty per cent) of the Residential Units within Phase 2, the College shall complete the College Access Improvements that have been submitted to and agreed in writing with the Council (and TFL as necessary) with all agreements and/or consents to authorise the carrying out of the College Access Improvements having been obtained.

2.6 Prior to the development of the General Access Improvements and the College Access Improvements commencing (in accordance with section 56(4) of the 1990 Act), the Council and the College shall agree respective programmes of works pursuant to which the General Access Improvements and the College Access Improvements are to be carried out in order to minimise disturbance caused by such works.

2.7 The College shall enter into an agreement with TFL under section 278 of the 1980 Act in respect of the General Access Improvements prior to the Commencement Date in respect of the Residential Development Zone pursuant to which the highway works identified on Drawing No. 30713/AC/038_C (to which reference is made at Appendix 6 of this Agreement) shall be undertaken unless otherwise agreed in writing by TFL and the Council.

2.8 The College shall enter into an agreement with the Council in respect of the crossover works to the Schools Development Zone from Egerton Road no later than 6 (six) months after the Commencement Date in respect of the Schools Development Zone pursuant to which the Council shall undertake the crossover works identified on Drawing No's 30713/AC/040 and 30713/AC/041 (to which reference is made at Appendix 6 of this Agreement) unless otherwise agreed in writing by the Council.

3. **Payment of contributions**

3.1 Prior to the Commencement Date in respect of the College Development Zone the College shall pay to the Council:

3.1.1 the Crane Valley Contribution;

3.1.2 the Environmental Enhancement Measures Contribution;

3.1.3 the Open Space Contribution;

3.1.4 the Off-Site Play Space Contribution; and

3.1.5 the Traffic Management Order Contribution.

3.2 The College shall pay to the Council the Community Liaison Officer Contribution at least 2 (two) months in advance of the Commencement Date.

3.3 The Council agrees only to use the contributions specified in paragraphs 3.1 and 3.2 of this Schedule for the purpose specified in this Agreement (unless otherwise agreed in writing between the Parties) and for no other purpose.

3.4 The Council agrees with the College that the Council will repay the Unallocated Amount to the payee of the relevant Contribution within one (1) month of the end of the Specified Period.

4. Traffic Management Orders

4.1 During the course of the Development the Council shall notify the College of the Traffic Management Orders required in connection with the Development.

4.2 If the College objects to a proposed Traffic Management Order:

4.2.1 within twenty-one (21) Working Days of receipt of the notice referred to in paragraph 4.1 of this Schedule it shall submit a reasoned justification for its objection to the Council in writing;

4.2.2 the Council shall have reasonable regard to the College's objection and shall notify the College in writing of its response and whether it intends to proceed with the proposed Traffic Management Order within twenty-one (21) Working Days.

4.3 The Council agrees to deal with as many traffic-related issues necessitating a Traffic Management Order in a single Traffic Management Order with a view to minimising the total number of Traffic Management Orders relating to the Development.

5. Public rights of way and other access arrangements

5.1 Within 1 (one) month of approval by the Council of reserved matters in respect of the College Development Zone and the Residential Development Zone the College and Council shall agree:

5.1.1 which footpaths and walkways, cycleways and open spaces within the Development shall be made accessible and available to members of the general public (whether or not adopted as public rights of way) for the lifetime of the Development; and

5.1.2 whether any of the above footpaths and walkways, cycleways and open spaces are to be adopted as public rights of way.

- 5.2 The Council shall use all reasonable endeavours to assist the College in entering into any appropriate agreement or securing any appropriate approval as necessary in order that walkways, cycleways and/or open spaces are made accessible and available to members of the general public in accordance with paragraph 5.1 of this Schedule.
- 5.3 The College shall use all reasonable endeavours to enter into such agreement(s) or seek such approval(s) as referred to in paragraph 5.2 of this Schedule to make such walkways, cycleways and/or open spaces accessible to members of the general public.
- 5.4 In the event that an agreement is entered into in accordance with paragraph 5.3 of this Schedule the College shall meet the Council's reasonable and proper costs incurred in entering into an agreement and in respect of maintenance of the walkways, cycleways and/or open space thereafter unless otherwise agreed in writing.

6. **Landscaping Strategy**

- 6.1 Prior to the Commencement Date in respect of the College Development Zone the College shall submit to the Council the Landscaping Strategy for approval.
- 6.2 The College shall thereafter implement the Landscaping Strategy approved in accordance with paragraph 6.1 above unless otherwise agreed in writing with the Council.

7. **Public Art**

- 7.1 Prior to the Commencement Date in respect of the College Development Zone the College shall submit to the Council details of the proposals for the delivery of Public Art for approval (not to be unreasonably withheld) to include illustrations and an implementation programme.
- 7.2 The College shall implement the details approved by the Council pursuant to paragraph 7.1 above in accordance with the approved implementation programme unless otherwise agreed in writing with the Council.

8. **Community Liaison**

- 8.1 The College must notify the Council of its intent to commence works at least 2 (two) months in advance of the Commencement Date.
- 8.2 PROVIDED THAT the College has given at least 2 (two) months notice of the Commencement Date to the Council and has paid the Community Liaison Officer Contribution in accordance with paragraph 3 of this Schedule then from a date no later than 1 (one) month prior to the Commencement Date and ending no earlier than 6 (six) months after substantial completion of the Development the Council shall use its best endeavours to appoint the Community Liaison Officer on terms of employment (including joint reporting to the College and the Council) approved by the Council to fulfil the roles and duties set out in Appendix 4.

- 8.3 From the appointment of the Community Liaison Officer in accordance with paragraph 8.2 of this Schedule until a date not earlier than 6 (six) months after the Development has been substantially completed the Community Liaison Officer shall host meetings of the Richmond College Development Monitoring Group at not less than 3 (three) monthly intervals in order to discuss any issues which may arise or may have arisen in connection with the implementation of the Development.
- 8.4 The Community Liaison Officer shall arrange meetings of the Richmond College Development Monitoring Group:
- 8.4.1 at a location convenient to local residents; and
 - 8.4.2 in premises of a suitable size to accommodate the number of persons who are likely to attend; and
 - 8.4.3 shall invite the attendees as set out in paragraph 2 of Appendix 4 to this Agreement.
- 8.5 In the event that the Community Liaison Officer appointed pursuant to paragraph 8.2 this Schedule leaves their post, the College and the Council shall use best endeavours to identify a new Community Liaison Officer and the Council shall use best endeavours to appoint a new Community Liaison Officer on terms of employment (including joint reporting to the College and the Council) approved by the Council to fulfil the roles and duties set out in Appendix 4.
- 8.6 For the avoidance of doubt the Community Liaison Officer will be an appointee of the Council.
- 8.7 The appointment of a Community Liaison Officer in accordance with paragraphs 8.2 or 8.5 of this Schedule shall be funded by the Community Liaison Officer Contribution paid to the Council in accordance with paragraph 3.2 of Schedule 2 to this Agreement.
- 8.8 Prior to the Commencement Date the College shall submit a plan setting out its proposals for liaison with the local community to the Council for approval.
- 8.9 The Council shall notify the College in writing at any time during the appointment of the Community Liaison Officer as set out in paragraph 8.2 or 8.5 of this Schedule when the value of the unexpended Community Liaison Officer Contribution (including any Top-Up CLO Contributions paid) held by the Council has been reduced to a sum of less than £7,000 (seven thousand pounds). Such notification to include invoices detailing the expenditure of the Community Liaison Officer Contribution (including any Top-Up CLO Contributions which may have been made) to date.

- 8.10 Within 10 (ten) Working Days of the College receiving notice pursuant to paragraph 8.9 of this Schedule the Council and the College shall conduct a CLO Review unless otherwise agreed in writing between the College and the Council.
- 8.11 In the event that the Council and the College agree that a Top-Up CLO Contribution is payable following a CLO Review pursuant to paragraph 8.10 of this Schedule, the College shall pay the Top-Up CLO Contribution to the Council within 10 (ten) Working Days of the CLO Review or such other period as agreed between the College and the Council.
- 8.12 FOR THE AVOIDANCE OF DOUBT the Community Liaison Officer must be funded to undertake the duties set out in Appendix 4 of this Agreement by the College for the entirety of the period specified in paragraph 8.2 of this Schedule.

9. **Local Employment Scheme**

- 9.1 The College shall prepare an Employment and Skills Plan in relation to the construction phase of the Development, including:
- 9.1.1 adopting appropriate recruitment practices;
 - 9.1.2 working with Job Centre Plus;
 - 9.1.3 using reasonable commercial endeavours to ensure that some of the construction jobs in relation to the Development are filled by residents of the London Boroughs of Richmond upon Thames Hounslow Kingston upon Thames and Wandsworth and Elmbridge and Spelthorne District Councils;
 - 9.1.4 encouraging local training providers and others to ensure that at least some of the jobs during the construction phase of the Development are filled by residents of the Councils set out in paragraph 9.1.3 of this Schedule including some from the Council's administrative area; and
 - 9.1.5 liaising with operators of employment generating uses at the Development to encourage them to work with Job Centre Plus and others to maximise local recruitment opportunities.
- 9.2 Prior to the Commencement Date the College shall prepare and submit to the Council for approval an Employment and Skills Plan pursuant to paragraph 9.1 of this Schedule.
- 9.3 The College shall implement the approved Employment and Skills Plan (in accordance with paragraph 9.1 of this Schedule) PROVIDED THAT this does not cause the College to breach or otherwise contravene any employment or other relevant legislation.

10. **Controlled Parking Zone**

- 10.1 The Parties acknowledge that no owners or occupiers of the Residential Units shall be eligible for a residential car parking permit in any Controlled Parking Zone across the Council's jurisdiction save for holders of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 nor shall staff, teachers, students and visitors to the School Development Zone, the Technical Hub or the College Development Zone be eligible for non-residential car parking permits in Controlled Parking Zones HM, R (as identified on Plan 2 and as may be amended by the Council from time to time) and any other Controlled Parking Zone that may be formed in close proximity to the Site save for holders of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970.
- 10.2 Prior to the Commencement Date in respect of the Schools Development Zone the College shall pay the Controlled Parking Zone Contribution to the Council.
- 10.3 The College shall provide to the Council at least 4 (four) months notice of the likely date of Occupation of the Residential Development Zone whereupon the Council shall undertake baseline parking surveys prior to Occupation.
- 10.4 After receiving the conclusions of the baseline parking surveys carried out in accordance with paragraph 10.3 of this Schedule (or such other period as agreed in writing between the College and the Council) and after Occupation of no less than 75% (seventy five per cent) of Phase 1 and Phase 2 the Council shall undertake a further parking survey to determine whether a Controlled Parking Zone should be created and/or an existing Controlled Parking Zone extended (in terms of location and/or hours of operation) in connection with the Development and shall notify the College in writing.
- 10.5 In the event that the parking survey carried out in accordance with paragraph 10.4 of this Schedule reveals that no further action is required, a second further parking survey shall be carried out by the Council after the Occupation of no less than 95% (ninety five per cent) of Phase 1 and Phase 2 by the Council to determine whether a Controlled Parking Zone should be created and/or an existing Controlled Parking Zone extended (in terms of location and/or hours of operation) in connection with the Development and shall notify the College in writing.
- 10.6 In the event that the Council determines after completion of one or both of the two further parking surveys referred to in paragraphs 10.4 and 10.5 of this Schedule that a Controlled Parking Zone should be created and/or extended, the Council shall within 12 (twelve) months make the appropriate order to create and/or extend the Controlled Parking Zone.
- 10.7 Within twenty-one (21) Working Days of receipt of notification from the Council in accordance with paragraph 10.4 or 10.5 of this Schedule in the event that the Council determine that a new and/or extended Controlled Parking Zone is required following the

procedure in paragraphs 10.2 to 10.6 of this Schedule the Council shall consult the College on the proposed Controlled Parking Zone and take into account the reasonable representations of the College.

10.8 In the event that the Council determines that a new and/or extended Controlled Parking Zone is not required after completion of the two further parking surveys referred to in paragraphs 10.4 and 10.5 of this Schedule the Council shall return the sum of the Controlled Parking Zone Contribution that is unspent or uncommitted to the College within 21 (twenty-one) Working Days.

10.9 The Council shall only use the Controlled Parking Zone Contribution for the purposes set out in this Agreement and for no other purposes unless otherwise agreed in writing with the College.

10.10 In the event that any of the Controlled Parking Zone Contribution remains unspent or uncommitted within 2 (two) years of the Practical Completion of Phase 1 and Phase 2, the Council shall return the unspent or uncommitted sum to the College together with Interest thereon accrued from the date that the Council received the Controlled Parking Zone Contribution to the date that it is returned to the College.

11. Delivery of the Community Use Facilities

11.1 Prior to Occupation of any Residential Unit the College shall have achieved Practical Completion of the Community Use Facilities within the College Development Zone, the College Playing Fields Development Zone and Schools Development Zone unless otherwise agreed in writing with the Council.

11.2 For the avoidance of doubt the obligation in paragraph 11.1 of this Schedule shall not bind and shall not be enforceable against the Technical Hub Development Zone.

12. Community Access to the Community Use Facilities

12.1 The College shall permit the local community access to the Community Use Facilities in accordance with a Community Use Agreement which is to be submitted to and agreed by the Council (not to be unreasonably withheld or delayed) prior to the first use of the Sports Hall by the College.

12.2 The Parties acknowledge that the Community Use Agreement may include provisions to address the matters set out (by way of a framework only) in Appendix 1 of this Agreement in relation to the Community Use Facilities.

12.3 The Council and the College acknowledge that:

12.3.1 the schools within the Schools Development Zone on Plan 1 will be a party to the Community Use Agreement; and

12.3.2 the schools within the Schools Development Zone on Plan 1 shall take priority over any other party save for the College in relation to the Community Use Facilities.

12.4 For the avoidance of doubt the obligation in paragraph 12.1 of this Schedule shall not bind and shall not be enforceable against the Residential Development Zone or the Technical Hub Development Zone.

SCHEDULE 3

College Development Zone Obligations

1. College Travel Plan

- 1.1 Within 3 (three) months of Operation of the proposed Main College Building the College shall submit to the Council for approval the College Travel Plan which shall accord with the Framework Travel Plan together with the sum of £2,000 (two thousand pounds) for monitoring the same.
- 1.2 Within 3 (three) months of Occupation and Operation of the proposed Main College Building, the STEM Building and the Sports Hall the College shall submit to the Council for approval an updated version of the College Travel Plan (which shall accord with the Framework Travel Plan) submitted in accordance with paragraph 1.1 of this Schedule.
- 1.3 In the event that the Council requires any amendments or modifications (acting reasonably) to the College Travel Plans submitted pursuant to paragraphs 1.1 to 1.2 of this Schedule, the Council shall notify the College in writing within twenty eight (28) Working Days of submission.
- 1.4 Within 28 (twenty eight) Working Days of receiving a request for amendments or modifications to the College Travel Plan in accordance with paragraph 1.3 of this Schedule the College shall address the amendments and modifications (so far as possible) and resubmit a revised College Travel Plan to the Council for its approval.
- 1.5 In the event that the Council fails to notify the College that the College Travel Plan is approved or that amendments are required in accordance with paragraph 1.4 of this Schedule, the submitted College Travel Plan shall be deemed to be approved.
- 1.6 In the event that the Council and the College cannot agree the contents of the College Travel Plan the same shall be determined by a Specialist in accordance with clause 8 of this Agreement.
- 1.7 The College shall implement the College Travel Plan as approved save for any amendment thereto agreed in writing with the Council.
- 1.8 For the avoidance of doubt the College Travel Plan shall include details of the arrangements and funding for the appointment of a travel plan co-ordinator which have been agreed between the College and the Council.
- 1.9 Within three (3) months of the expiration of the monitoring period approved in the College Travel Plan approved pursuant to this paragraphs 1.1 to 1.5 of this Schedule, the Council and the College shall discuss the arrangements for future travel plan monitoring which for the avoidance of doubt shall be submitted through TfL's Sustainable Travel: Active,

Responsible, Safe accreditation scheme or equivalent system in place at the relevant time having first been agreed in principle between the College and the Council.

2. Community Access to the College Facilities

- 2.1 Prior to the first use of the College Facilities the Council and the College enter into the College Facilities Agreement (including plans identifying the location of and access to the College Facilities) pursuant to which the College shall permit the general public access to the College Facilities PROVIDED THAT the College shall not be required to permit the general public access to the College Facilities at such times when public access has the potential to interfere with the College use of the College Facilities for educational purposes or other purposes reasonably required by the College in connection with its functions.
- 2.2 And PROVIDED FURTHER THAT the Council is given not less than 28 (twenty eight) days notice (except in the case of emergency) of the College's wish to vary the times when access is permitted in accordance with paragraph 2.1 of this Schedule and such varied times may be implemented subject to the Council's approval PROVIDED THAT closure of the College Facilities shall not exceed 10 (ten) successive Working Days without the Council's prior written consent (not to be unreasonably withheld or delayed).
- 2.3 Any variation to the agreement reached in accordance with paragraph 2.1 of this Schedule shall be agreed in advance in writing between the College and the Council.

SCHEDULE 4

College Playing Fields Development Zone Obligations

1. Playing Fields Management Plan

- 1.1 Prior to Occupation of the College Development Zone the College shall submit to the Council for approval the Playing Fields Management Plan.
- 1.2 In the event that the Council requires any amendments or modifications (acting reasonably) to the Playing Fields Management Plan, it shall notify the College in writing within twenty eight (28) Working Days of submission in accordance with paragraph 1.1 of this Schedule.
- 1.3 Within twenty eight (28) Working Days of receiving a request for amendments or modifications to the Playing Fields Management Plan in accordance with paragraph 1.2 of this Schedule the College shall address the amendments and modifications (so far as possible) and resubmit a revised Playing Fields Management Plan to the Council for approval.
- 1.4 In the event that the Council fails to notify the College that the Playing Fields Management Plan is approved or that amendments are required in accordance with paragraph 1.3 of this Schedule, the submitted Playing Fields Management Plan shall be deemed to be approved.
- 1.5 In the event that the Council and the College cannot agree the contents of the Playing Fields Management Plan the same shall be determined by a Specialist in accordance with clause 8 of this Agreement.
- 1.6 The College shall implement the Playing Fields Management Plan as approved save for any amendment thereto agreed in writing with the Council.

2. College playing fields Artificial Sports Pitch

- 2.1 Prior to first Occupation of a Residential Unit the College shall deliver the Artificial Sports Pitch within the College Playing Fields Development Zone unless otherwise agreed in writing with the Council.

3. Access to the College Playing Fields Development Zone

- 3.1 The College shall permit the general public free access to the College Playing Fields Development Zone on everyday throughout the year for the lifetime of the Development (unless otherwise agreed in writing with the Council) save for the Artificial Sports Pitch which shall be subject to a Community Use Agreement in accordance with paragraph 12 of Schedule 2 of this Agreement and save for periods of construction of the Artificial Sports Pitch when access may be limited to accommodate construction as approved in advance in writing by the Council.

4. Tree Bond

4.1 Prior to the Commencement Date in respect of the Artificial Sports Pitch (within the College Playing Fields Development Zone) and in any event prior to securing the Tree Bond in accordance with paragraph 4.2 of this Schedule the College shall agree with the Council a specification and methodology for monitoring the condition of the Protected Tree including for the avoidance of doubt a baseline survey of the condition of the Protected Tree prior to the Commencement Date in respect of the College Playing Fields Development Zone.

4.2 Prior to the Commencement Date in respect of the College Playing Fields Development Zone the College shall:

4.2.1 put in place the Tree Bond and provide evidence of this to the reasonable satisfaction of the Council; and

4.2.2 agree with the Council a sliding scale of payments according to the degree of damage to the Protected Tree to a maximum value (calculated by reference to the Capital Asset Valuation for Amenity Trees valuation system) of £86,830 (eighty six thousand eight hundred and thirty pounds) for full loss of the Protected Tree.

4.3 The Council shall notify the College if it becomes aware or suspects that that Protected Tree has suffered any damage and/or dieback with a view to reducing the possibility of harm being caused to the Protected Tree. This notification shall be made as soon as possible and in any event no more than one (1) week from the Council becoming aware of or suspecting any such damage and/or dieback.

4.4 The College shall notify the Council in the event that it is made aware by its arboricultural consultants that the Protected Tree has suffered any damage and/or dieback with a view to reducing the possibility of harm being caused to the Protected Tree. This notification shall be made as soon as possible and in any event no more than one (1) week from the College becoming aware of any such damage and/or dieback.

4.5 In the event that damage and/or dieback and/or inappropriate lopping of the canopy of the Protected Tree (save for any works which have been consented and approved as part of the Development authorised by the Planning Permission) is caused during or as a result of the installation of the Artificial Sports Pitch and/or fencing in the immediate vicinity of the Artificial Sports Pitch and/or use of the retractable fencing in the immediate vicinity of the Artificial Sports Pitch the following procedure shall apply:

4.5.1 the Council or the College shall notify the other party within 5 (five) Working Days in writing with details of the damage and/or dieback and/or inappropriate lopping of the canopy of the Protected Tree;

- 4.5.2 the College shall submit to the Council a statement of:
- 4.5.2.1 the devaluation of the Protected Tree (which shall in no event exceed the value of the Tree Bond) together with evidence to verify the quantum of devaluation in accordance with the sliding scale approved pursuant to paragraph 4.2.2 of this Schedule; and
 - 4.5.2.2 agree with the Council the proposed remedial measures and a proposed contractor with appropriate skills and expertise to carry out the approved remedial measures (which shall be carried out at the expense of the College but for the avoidance of doubt shall not exceed the value of the Tree Bond);
- 4.5.3 in the event that an expert in arboriculture appointed by the Council disagrees with the details provided by the College pursuant to paragraph 4.5.2.2 of this Schedule the Council and the College shall use reasonable endeavours to reach agreement and thereafter the provisions in clause 8 of this Agreement shall apply.

4.6 In the event that the College fails to carry out and/or fund the remedial measures approved by the Council pursuant to paragraph 4.5 the College agrees that the Council shall arrange the carrying out of the approved remedial measures funded by the Tree Bond.

4.7 The Tree Bond shall remain in place for a period of up to 5 (five) years from the date of completion of the Artificial Sports Pitch within the College Playing Fields Development Zone subject to paragraphs 4.5 and 4.6 of this Schedule and thereafter the unspent proportion of the Tree Bond shall be returned to the College as soon as reasonably practicable.

5. **Floodlighting at Craneford Way East Playing Pitch**

5.1 The College shall not cause or permit floodlighting to be erected within the College Playing Fields Development Zone at any time.

6. **Impact of Noise Levels**

6.1 In the event that noise levels imposed by condition U07990 to the Draft Planning Permission appended hereto at Schedule 1 within 2 (two) years of Occupation of the last Residential Unit do not comply with the limits imposed by condition U07990 to the draft Planning Permission appended hereto at Schedule 1 the Council shall carry out reasonable investigations to verify that the limits imposed by condition U07990 have been exceeded by virtue of activities carried out on or by the Artificial Sports Pitch, if so:

- 6.1.1 the Council shall conduct site visits as necessary to witness that the activities giving rise to the excess noise are caused on or by the Artificial Sports Pitch and if so, the Council shall notify the College;
 - 6.1.2 within 21 (twenty one) Working Days of the notice referred to in paragraph 6.1.1 of this Schedule (or such longer period as shall be agreed), the College shall propose mitigation measures that can be taken and/or implemented within the College Playing Fields Development Zone to reduce the noise levels to the satisfaction of the Council and a timescale within which those mitigation measures are to be delivered (subject to any relevant permissions or consents required);
 - 6.1.3 The Council will review the proposed measures and agree with the College a procedure for pursuing the implementation of the proposed measures which FOR THE AVOIDANCE OF DOUBT may be subject to an application for planning permission and/or other form of consent;
 - 6.1.4 The College shall implement the mitigation measures as approved by the Council or if not approved by the Council propose such alternative mitigation measures to the Council as may be necessary to be implemented subject to Council approval;
 - 6.1.5 within 21 (twenty one) Working Days (or such longer period as shall be agreed between the Council and the College having regard to the works to be undertaken) of the expiry of the time limit agreed between the Council and the College pursuant to paragraphs 6.1.2 to 6.1.4 of this Schedule, the Council shall investigate whether the mitigation measures have been sufficient to secure compliance with the limits imposed by condition U07990 and shall notify the College of its findings;
 - 6.1.6 in the event that a resolution cannot be reached in accordance with paragraph 6.1.2 to 6.1.5 of this Schedule (SUBJECT TO obtaining the consent of the owner and/or occupier for the time being of the affected dwelling) the College (or its successor in title as the case may be) shall undertake further sound-proofing measures to the affected dwelling(s) to a standard agreed with a suitably qualified environmental health officer (employed by or on behalf of the Council or otherwise) or other suitably qualified noise expert.
- 6.2 The Council and the College acknowledge and agree in the event that a Section 73 Planning Permission is granted in respect of the condition referred to in paragraph 6.1 of this Schedule the terms of paragraph 6.1 shall continue to apply as if the Section 73 Planning Permission had been referred to in this Agreement unless otherwise agreed in writing by the Council.

SCHEDULE 5

Schools Development Zone Obligations

1. Schools Development Zone Travel Plan

- 1.1 Within 3 (three) months of Occupation of the Schools Development Zone the College shall submit to the Council for approval the Schools Development Zone Travel Plan which shall accord with the Framework Travel Plan together with the sum of £2,000 (two thousand pounds) for monitoring the same.
- 1.2 In the event that the Council requires any amendments or modifications (acting reasonably) to the Schools Development Zone Travel Plan, it shall notify the College in writing within twenty eight (28) Working Days of submission in accordance with paragraph 1.1 of this Schedule.
- 1.3 Within twenty eight (28) Working Days of receiving a request for amendments or modifications to the Schools Development Zone Travel Plan in accordance with paragraph 1.2 of this Schedule the College shall address the amendments and modifications (so far as possible) and resubmit a revised Schools Development Zone Travel Plan to the Council for approval.
- 1.4 In the event that the Council fails to notify the College that the Schools Development Zone Travel Plan is approved or that amendments are required in accordance with paragraph 1.3 of this Schedule, the submitted Schools Development Zone Travel Plan shall be deemed to be approved.
- 1.5 In the event that the Council and the College cannot agree the contents of the Schools Development Zone Travel Plan the same shall be determined by a Specialist in accordance with clause 8 of this Agreement.
- 1.6 The College shall implement the Schools Development Zone Travel Plan as approved save for any amendment thereto agreed in writing with the Council.
- 1.7 Within three (3) months of the expiration of the monitoring period approved in respect of the Schools Development Zone Travel Plan approved pursuant to this paragraph 1 of this Schedule, the Council and the College shall discuss the arrangements for future travel plan monitoring which for the avoidance of doubt shall be submitted through TFL's Sustainable Travel: Active, Responsible, Safe accreditation scheme or equivalent system in place at the relevant time having first been agreed in principle between the College and the Council.

2. **Access to the Schools Facilities**

- 2.1 The Council and the College enter into the Schools Facilities Agreement pursuant to which the College shall permit the general public access to the Schools Facilities SAVE THAT the School and SEN School shall be given priority over the general public access.
- 2.2 Any variation to the agreement reached in accordance with paragraph 2.1 of this Schedule shall be agreed in advance in writing between the College and the Council.

SCHEDULE 6

Technical Hub Obligations

1. Technical Hub Travel Plan

- 1.1 Within 3 (three) months of Occupation of the Technical Hub Development Zone the College shall submit to the Council for approval the Technical Hub Travel Plan which shall accord with the Framework Travel Plan together with the sum of £2,000 (two thousand pounds) for monitoring the same.
- 1.2 In the event that the Council requires any amendments or modifications (acting reasonably) to the Technical Hub Travel Plan, it shall notify the College in writing within twenty eight (28) Working Days of submission in accordance with paragraph 1.1 of this Schedule.
- 1.3 Within twenty eight (28) Working Days of receiving a request for amendments or modifications to the Technical Hub Travel Plan in accordance with paragraph 1.2 of this Schedule the College shall address the amendments and modifications (so far as possible) and resubmit a revised Technical Hub Travel Plan to the Council for approval.
- 1.4 In the event that the Council fails to notify the College that the Technical Hub Travel Plan is approved or that amendments are required in accordance with paragraph 1.3 of this Schedule, the submitted Technical Hub Travel Plan shall be deemed to be approved.
- 1.5 In the event that the Council and the College cannot agree the contents of the Technical Hub Travel Plan the same shall be determined by a Specialist in accordance with clause 8 of this Agreement.
- 1.6 The College shall implement the Technical Hub Travel Plan as approved save for any amendment thereto agreed in writing with the Council.

2. Access to the Technical Hub

- 2.1 The College or its successors in title (as owner or occupier of the Technical Hub from time to time) shall agree to permit use of the building(s) within the Technical Hub Development Zone by the students and staff of the Main College Building, the STEM Building and the Sports Hall within the College Development Zone and the students and staff of the School and SEN School within the Schools Development Zone for educational purposes (or such other purposes as agreed).

SCHEDULE 7

Residential Development Zone Obligations

Part 1

1. Residential Travel Plan

- 1.1 Prior to Occupation of 75% (seventy five per cent) of the Residential Units the College shall submit to the Council for approval the Residential Travel Plan which shall accord with the Framework Travel Plan together with the sum of £2,000 (two thousand pounds) for monitoring the same.
- 1.2 In the event that the Council requires any amendments or modifications (acting reasonably) to the Residential Travel Plan, it shall notify the College in writing within twenty eight (28) Working Days of submission in accordance with paragraph 1.1 of this Schedule.
- 1.3 Within twenty eight (28) Working Days of receiving a request for amendments or modifications to the Residential Travel Plan in accordance with paragraph 1.2 of this Schedule the College shall address the amendments and modifications (so far as possible) and resubmit a revised Residential Travel Plan to the Council for approval.
- 1.4 In the event that the Council fails to notify the College that the Residential Travel Plan is approved or that amendments are required in accordance with paragraph 1.3 of this Schedule, the submitted Residential Travel Plan shall be deemed to be approved.
- 1.5 In the event that the Council and the College cannot agree the contents of the College Travel Plan the same shall be determined by a Specialist in accordance with clause 8 of this Agreement.
- 1.6 The College shall implement the Residential Travel Plan as approved save for any amendment thereto agreed in writing with the Council.

2. Car Club

- 2.1 Prior to Occupation of the Residential Development Zone the College shall submit to the Council details of the name and address of an Accredited Car Club Provider indicating the intention of the College that occupiers of the Residential Development Zone to be constructed as part of the Development have membership of a Car Club.
- 2.2 The College covenants with the Council not to Occupy or permit or allow the Occupation of any part of the Residential Development Zone until:
 - 2.2.1 an Accredited Car Club Provider has been approved by the Council (such approval not to be unreasonably withheld or delayed);

2.2.2 it has procured at its own expense that each Residential Unit has one free membership of the Accredited Car Club (one per household) for a period of not less than three (3) years or such other period as may be agreed with the Council and has provided a copy of the completed contract with the Accredited Car Club to the Council;

2.2.3 it has promoted and advertised to each potential occupier of the Residential Units to be constructed that one free membership of the Accredited Car Club is available to each household along with the value and benefits of membership of a Car Club and the location of the nearest vehicles for the relevant Accredited Car Club.

2.3 In the event that the Car Club is no longer able to provide the Car Club the College shall notify the Council in writing and shall then use reasonable commercial endeavours to secure another Accredited Car Club Provider for the Residential Development Zone within 3 (three) months in accordance with the provisions of this Schedule.

3. **On-Site Play Space**

3.1 The College shall deliver the On-Site Play Space in accordance with the Planning Permission.

3.2 Prior to the Commencement Date in respect of the Residential Development Zone the College shall agree with the Council a site management plan pursuant to which the general public shall have access to the On-Site Play Space thereto between dawn and dusk on every day throughout the year for the lifetime of the Development without cost such public access to begin no later than a date immediately before the Occupation of any of the Residential Units (unless otherwise agreed in writing).

3.3 Prior to Occupation of a Residential Unit general public access to the On-Site Play Space shall be permitted in accordance with the details approved pursuant to paragraph 3.2 of this Schedule save that the College shall be entitled to close temporarily the On-Site Play Space and associated open space from time to time for the purpose of carrying out maintenance or as otherwise agreed in advance with the Council PROVIDED THAT the closure shall not exceed 2 (two) consecutive days without the Council's prior consent (not to be unreasonably withheld or delayed.)

4. **Residential Units**

4.1 Prior to the disposal of a Residential Unit the College shall inform prospective owners or occupiers of any Residential Unit of the location of the floodlit Multi-Use Games Area within the Schools Development Zone to be constructed pursuant to the Planning Permission.

5. Impact of Noise Levels on the Residential Units

5.1 In the event that noise levels imposed by condition U07989 to the Draft Planning Permission appended hereto at Schedule 1 within 2 (two) years of Occupation of the last Residential Unit do not comply with the limits imposed by condition U07989 to the draft Planning Permission appended hereto at Schedule 1 the Council shall carry out reasonable investigations to verify that the limits imposed by condition U07989 have been exceeded by virtue of activities carried out on or by the Multi-Use Games Area, if so:

5.1.1 the Council shall conduct site visits as necessary to witness that the activities giving rise to the excess noise are caused on or by Multi-Use Games Area and if so, the Council shall notify the College;

5.1.2 within 21 (twenty one) Working Days of the notice referred to in paragraph 5.1.1 of this Schedule (or such longer period as shall be agreed), the College shall propose mitigation measures that can be taken and/or implemented within the Residential Development Zone to reduce the noise levels to the satisfaction of the Council and a timescale within which those mitigation measures are to be delivered (subject to any relevant permissions or consents required);

5.1.3 The Council will review the proposed measures and agree with the College a procedure for pursuing the implementation of the proposed measures which FOR THE AVOIDANCE OF DOUBT may be subject to an application for planning permission and/or other form of consent;

5.1.4 The College shall implement the mitigation measures as approved by the Council or if not approved by the Council propose such alternative mitigation measures as may be necessary;

5.1.5 within 21 (twenty one) Working Days (or such longer period as shall be agreed between the Council and the College having regard to the works to be undertaken) of the expiry of the time limit agreed between the Council and the College pursuant to paragraph 5.1.2 of this Schedule, the Council shall investigate whether the mitigation measures have been sufficient to secure compliance with the limits imposed by condition U07989 and shall notify the College of its findings;

5.1.6 in the event that a resolution cannot be reached in accordance with paragraph 5.1.2 of this Schedule (SUBJECT TO obtaining the consent of the owner and/or occupier for the time being of the affected dwelling) the College (or its successor in title as the case may be) shall undertake further sound-proofing measures to the affected dwelling(s) to a standard agreed with a suitably qualified environmental health officer (employed by or on behalf of the Council or otherwise) or other suitably qualified noise expert.

- 5.2 The Council and the College acknowledge and agree in the event that a Section 73 Planning Permission is granted in respect of the condition referred to in paragraph 5.1 of this Schedule the terms of paragraph 5.1 shall continue to apply as if the Section 73 Planning Permission had been referred to in this Agreement unless otherwise agreed in writing by the Council.

Part 2 – Affordable Housing

1. Affordable Housing Provision

- 1.1 Prior to the Commencement Date in respect of the College Development Zone, the College agrees with the Council:

1.1.1 to undertake an exercise with Registered Providers in conjunction with the Council to explore whether it is viable for the College to deliver an enhanced Affordable Housing offer (i.e. in excess of the Affordable Housing Units or an enhanced number and/or mix and/or tenure) within the Residential Development Zone with or without the benefit of Public Grant in order to demonstrate that on-site Affordable Housing provision has been maximised whereby the outcome of this exercise will be used to inform an updated baseline appraisal as referenced in the Updated Affordable Housing and Economic Viability Assessment; and

1.1.2 in the event that discussions with the selected Registered Provider and the Council in accordance with paragraph 1.1.1 of this Schedule and the baseline appraisal reveal that, with reference to the Enabling Development Land Sum, that additional Affordable Housing could be delivered within the Residential Development Zone, and that the associated level of Public Grant (if applicable) has been secured for the Development, the Council and the College shall agree (both acting reasonably) an adjusted number and/or mix and/or tenure of Affordable Housing Units to be delivered within the Residential Development Zone being the "Additional Affordable Housing Units" PROVIDED THAT the Development remains viable adopting the Enabling Development Land Sum as referenced above.

1.1.3 in the event of the Parties failing to reach agreement on the number and/or mix and/or tenure of Additional Affordable Housing Units that can be provided under this Part of this Schedule 7 the number and/or mix and/or tenure of Additional Affordable Housing Units shall be determined by a Specialist in accordance with Clause 8 of this Agreement whose decision shall be binding on the College and the Council; and

1.1.4 for the avoidance of doubt the provision of all Affordable Housing Units shall be delivered in Phase 1.

1.2 Unless otherwise agreed by the Council in writing the College covenants that not more than seventy five per cent (75%) of the Open Market Units in Phase 1 shall be Occupied unless and until:

1.2.1 the Affordable Housing Units (including associated parking spaces) including any Additional Affordable Housing Units (including associated parking spaces) in Phase 1 have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule; and

1.2.2 a freehold interest or a 125 year leasehold interest on a full repairing and insuring basis in each of the Affordable Housing Units (including the associated parking spaces) in Phase 1 has been granted to the Registered Provider free from all encumbrances (other than those on the title of the Land at the date of this Agreement) and free from all financial charges for the Affordable Rented Units.

1.3 Unless otherwise agreed by the Council in writing the College covenants that not more than seventy five per cent (75%) of the Open Market Units in Phase 2 shall be Occupied unless and until:

1.3.1 the Affordable Housing Units (including associated parking spaces) including any Additional Affordable Housing Units (including associated parking spaces) have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule; and

1.3.2 a freehold interest or a 125 year leasehold interest on a full repairing and insuring basis in each of the Affordable Housing Units (including the associated parking) has been granted to the Registered Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for the Affordable Rented Units.

2. Completion and retention of the Affordable Housing Units

2.1 The College shall provide the Affordable Housing Units within the Development in accordance with the provisions of this Schedule.

2.2 The College shall procure that the Affordable Housing Units shall be built in accordance with the standards laid down in the National Housing Design Standards and obtain all other necessary consents applicable to new development as are in force at the date of this Agreement.

2.3 The College shall not allow or permit the Affordable Housing Units to be Occupied other than as Affordable Housing Units unless otherwise agreed by the Council in writing (acting reasonably) and save as otherwise provided in this Agreement.

- 2.4 The College shall not allow or permit the Affordable Rented Units to be sold or disposed of nor used for any purpose other than for Affordable Housing by way of Affordable Rent.

3. Nomination Rights

- 3.1 The College shall grant to the Council the exclusive right to nominate suitable households in relation to all the Affordable Housing Units substantially in accordance with the Nominations Agreement at Appendix 3 which shall be entered between the Council and Registered Provider.

4. Sale of Shared Ownership Housing Units

- 4.1 The College shall require that the Registered Provider ensures that the Shared Ownership Units are occupied via Shared Ownership Leases and that two thirds of the Shared Ownership Units are sold to residents in the London Borough of Richmond whose household incomes do not exceed £45,000 (forty five thousand pounds) (pursuant to the Council's Intermediate Housing Policy Statement) and shall require that sale and resale of units is restricted to eligible households in accordance with the Council's Intermediate Housing Policy Statement for the first 3 (three) months of any marketing period.

- 4.2 The provisions in paragraph 4.1 of this Part 2 of this Schedule shall apply PROVIDED ALWAYS THAT if the College (or the Registered Provider) is unable to sell the Shared Ownership Units to residents in the London Borough of Richmond whose household incomes do not exceed £45,000 (forty five thousand pounds) (pursuant to the Council's Intermediate Housing Policy Statement) within 3 (three) months of any marketing period, then the College shall be able to offer the Shared Ownership Units to residents of the Greater London Area whose household incomes do not exceed £90,000 (ninety thousand pounds) or other upper threshold as referenced at London Plan Policy 3.10 and as may be amended annually by the London Plan Annual Monitoring Report.

- 4.3 The College shall take all reasonable steps to sell a Shared Ownership Unit to a person who meets the criteria set out in paragraphs 4.1 or 4.2 of this Part of this Schedule.

5. Affordable Housing Miscellaneous Provisions

- 5.1 The College covenants that prior to Practical Completion of the Affordable Housing Units:

5.1.1 all public highways (if any), car and cycle parking, refuse and recycling stores, public sewerage and drainage serving the Affordable Housing Units in that Phase 1 or Phase 2 (as the case may be) shall be in place and shall meet all statutory requirements for such public sewerage and drainage (so far as they relate to Phase 1 or Phase 2 as appropriate); and

5.1.2 all private sewage and drainage pipes channels and gutters and all mains water gas and electricity pipes and cables shall be in place and shall be constructed

laid and completed to serve the Affordable Housing Units in that Phase 1 or Phase 2 to the satisfaction of the Council.

6. Affordable Housing Reviews

- 6.1 Within twenty (20) Working Days of the Practical Completion of all Residential Units in Phase 1 the College shall submit to the Council the Phase 1 Viability Review.
- 6.2 Within twenty (20) Working Days of the Practical Completion of 70% (seventy per cent) of the Residential Units in Phase 2 the College shall submit to the Council the Phase 2 Viability Review.
- 6.3 As soon as reasonably practicable (and in any event within ten (10) Working Days) after receipt of an Affordable Housing Viability Report from the College, the Council (at the College's expense) shall appoint an Independent Expert to assess the Affordable Housing Viability Report on terms which shall be agreed with the College and shall notify to the College the name and contact details of the Independent Expert (to whom the College shall submit a copy of the Affordable Housing Viability Report).
- 6.4 Within forty (40) Working Days after the date on which the College submits the Affordable Housing Viability Report to the Council and the Independent Expert that Independent Expert shall provide an initial report on the Affordable Housing Viability Report to the Council and College for comment.
- 6.5 Within fifteen (15) Working Days after the date on which they receive the Independent Expert's initial report provided pursuant to paragraph 6.4 of this Part 2 of this Schedule the College and the Council shall provide comments in respect of that initial report to the Independent Expert or shall notify him that they do not wish to comment (and if they do not provide any comment or notification they shall be deemed to have no comments).
- 6.6 Within fifteen (15) Working Days after the date on which they receive comments from the College and the Council in relation to his initial report (or the date on which they are deemed to have no comments) the Independent Expert shall provide their final report in relation to the Affordable Housing Viability Review to the College and the Council.
- 6.7 Within fifteen (15) Working Days after the date on which the Council and the College receive the final report from the Independent Expert the Council and the College shall confirm whether or not they approve the Affordable Housing Viability Review and in the event that either the College or the Council does not approve the Affordable Housing Viability Review a reasoned justification for that decision shall be provided to the other party AND FOR THE AVOIDANCE OF DOUBT in the event that either or both of the Council and the College do not dispute the Affordable Housing Viability Review within fifteen (15) Working Days after receipt of the Independent Expert's final report then the Council and/or the College as the case may be shall be deemed to have accepted that Affordable Housing Viability Review.

6.8 In the event that the Affordable Housing Viability Review is not approved by the Council or the College within fifteen (15) Working Days after the date of receipt of the final report from the Independent Expert the College and the Council shall within a further ten (10) Working Days jointly appoint a Determining Surveyor (which appointment may be terminated by either the College or the Council on reasonable notice whereupon a suitable replacement shall be agreed and appointed by the College and the Council).

6.9 The Determining Surveyor shall:

6.9.1 act as expert and not as arbitrator;

6.9.2 owe an equal duty of care to each of the College and the Council;

6.9.3 within fifteen (15) Working Days after his appointment assess the Affordable Housing Viability Review and either:-

6.9.3.1 approve the Affordable Housing Viability Review; or

6.9.3.2 in the event that he does not approve the Affordable Housing Viability Review provide an alternative thereto with reference to the documentation submitted pursuant to paragraphs 6.5 to 6.7 inclusive of this Schedule);

and (in either case) provide written confirmation of his determination to the College and the Council.

6.10 The College and the Council shall (save in the case of manifest error) accept the Determining Surveyor's determination which shall be binding upon them.

6.11 In the event that the Phase 1 Viability Review carried out pursuant to paragraph 6.1 of this Schedule as approved by the Council or determined by the Determining Surveyor states that it is financially viable to provide a Phase 1 Affordable Housing Contribution:

6.11.1 the College shall pay the Phase 1 Affordable Housing Contribution to the Council within 1 (one) month of it either being approved by the Council or being calculated by the Determining Surveyor as the case may be (which shall FOR THE AVOIDANCE OF DOUBT be reasonable and not adversely affect viability);

6.11.2 The Council shall hold the Phase 1 Affordable Housing Contribution on account (FOR THE AVOIDANCE OF DOUBT the Council shall not be entitled to draw down the funds until such time as the circumstances set out in paragraph 6.17 and 6.18 apply) save to the extent that paragraph 6.14 of this Part of this Schedule applies;

6.11.3 PROVIDED ALWAYS THAT the total amount of the Phase 1 Affordable Housing Contribution shall not exceed the Funding Surplus Figure.

- 6.12 FOR THE AVOIDANCE OF DOUBT in the event that the Phase 1 Viability Review carried out pursuant to paragraph 6.1 of this Schedule as approved by the Council or determined by the Determining Surveyor states that it is not financially viable to provide a Phase 1 Affordable Housing Contribution:
- 6.12.1 no Affordable Housing Contribution will be payable; and
- 6.12.2 FOR THE AVOIDANCE OF DOUBT no payment or refund shall be made by the Council to the College.
- 6.13 The Phase 2 Viability Review shall be carried out upon Practical Completion of 70% (seventy per cent) of Residential Units in Phase 2.
- 6.14 In the event that the Phase 2 Viability Review is not carried out within 2 (two) years of the Phase 1 Viability Review (unless otherwise agreed in writing between the Council and the College), the provisions of paragraphs 6.11.2 and 6.17 and 6.18 of this Part of this Schedule shall not apply such that the Council shall be entitled to draw down the funds from the Phase 1 Affordable Housing Contribution with immediate effect and the Phase 2 Affordable Housing Contribution shall be payable to the Council in full and a Viability Adjustment shall no longer be available to the College (unless otherwise agreed in writing between the College and the Council).
- 6.15 In the event that the Phase 2 Viability Review carried out pursuant to paragraph 6.2 of this Part of this Schedule (whether approved by the Council or determined by the Determining Surveyor) states that it is financially viable to provide a Phase 2 Affordable Housing Contribution:
- 6.15.1 the College shall pay the Phase 2 Affordable Housing Contribution (which shall for the avoidance of doubt be reasonable and not adversely affect viability) to the Council within 1 (one) month of being approved by the Council or calculated by the Determining Surveyor as the case may be;
- 6.15.2 the Council shall hold such funds on account (for the avoidance of doubt the Council shall not be entitled to drawn down the funds until such time as the circumstances set out in paragraph 6.14 or 6.17 and 6.18 apply);
- 6.15.3 PROVIDED ALWAYS THAT the total amount of the Phase 1 Affordable Housing Contribution plus the Phase 2 Affordable Housing Contribution shall not exceed Funding Surplus Figure.
- 6.16 FOR THE AVOIDANCE OF DOUBT the Phase 1 Viability Review or the Phase 2 Viability Review shall determine that it is financially viable to provide a Phase 1 Affordable Housing Contribution and/or a Phase 2 Affordable Housing Contribution (as the case may be) in the event that the Residual Land Value exceeds the Enabling Development Land Sum such that there is a Surplus from which the Funding Surplus Figure can be calculated and the

Funding Surplus Figure shall in turn determine the value of the Phase 1 Affordable Housing Contribution and/or a Phase 2 Affordable Housing Contribution.

6.17 In the event that the Phase 1 Viability Review determines that a Phase 1 Affordable Housing Contribution is payable but the Phase 2 Viability Review (whether approved by the Council or determined by the Determining Surveyor) determines that a Phase 2 Affordable Housing Contribution is not payable, the Council and the Developer shall within 1 (one) month of determination of the Phase 2 Viability Review:

6.17.1 calculate and agree (by reference to the Determining Surveyor where necessary) the Viability Adjustment which will be calculated pursuant to the following formula:

$$G = 50\% \times (E - F)$$

E = the Residual Land Value calculated for the Phase 1 Viability Review

F = the Residual Land Value calculated for the Phase 2 Viability Review

G = Viability Adjustment

Worked Example 3

Where the following applies:

$$E = \text{£}48,600,000$$

$$F = \text{£}46,600,000$$

$$G = 50\% \times (\text{£}48.6\text{m} - \text{£}46.6\text{m})$$

$$G = 50\% \times \text{£}2\text{m}$$

$$G = \text{£}1\text{m}$$

6.17.2 the Council shall return no more than the amount of the funds held by the Council pursuant to paragraph 6.11 of this Part of this Schedule to a maximum equal to the Viability Adjustment together with Interest thereon accrued from the date of payment to the Council to the date on which the funds are returned to the College (or its successor in title as the case may be);

6.17.3 PROVIDED ALWAYS THAT the value to be returned pursuant to paragraph 6.17.2 (being the Viability Adjustment) shall not exceed the value of the Phase 1 Affordable Housing Contribution together with Interest thereon and there shall be no payment made in any circumstances by the Council to the College in excess of the Phase 1 Affordable Housing Contribution held by the Council.

6.18 The Council shall be entitled to draw down the Affordable Housing Contribution held on account in accordance with this paragraph 6 of this Part 2 of this Schedule any time after the Viability Adjustment has been calculated and any funds returned to the College as necessary in accordance with paragraph 6.17 of this Part of this Schedule save to the extent that the circumstances in paragraph 6.14 of this Part of this Schedule apply.

7. **Costs**

7.1 FOR THE AVOIDANCE OF DOUBT the costs to be borne by the College under this Schedule shall include all reasonable administrative and staff costs incurred by the Council.

7.2 The Determining Surveyor's costs shall be payable by the Council and the College in such proportion as the Determining Surveyor shall determine and failing such determination shall be borne by the Parties in equal shares.

8. **Mortgagee in Possession**

8.1 The provisions in this Part 2 of Schedule 7 shall not be binding upon nor enforceable against:

8.1.1 a mortgagee (or any administrator, receiver or manager (including an administrative receiver) appointed thereby (pursuant to the Law of Property Act 1925 or otherwise) or any other party appointed under any security documentation to enable such mortgagee to realise its security in respect of the Affordable Housing Units or any part thereof in possession or exercising a power of sale or any other right under security documentation and any person who acquires the Property from or at the direction of any such persons from time to time;

8.1.2 any tenant of an Affordable Housing Unit exercising a statutory or voluntary right to buy or right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory amendment modification or re-enactment thereof or exercising a statutory right to acquire an Affordable Housing Unit or through any voluntary purchase scheme promoted by the Homes and Communities Agency or the Greater London Authority or any other public body;

8.1.3 any leaseholder or freeholder of an Affordable Housing Unit which was let on a Shared Ownership basis if the leaseholder has subsequently acquired 100% of the value of the Affordable Housing Unit concerned from the Registered Provider; or

8.1.4 the successors in title to or persons deriving title from the persons or bodies referred to in sub-paragraphs paragraphs 8.1.1 to 8.1.3 of this Schedule.

Executed as a deed by affixing)
the common seal of)
RICHMOND UPON THAMES LONDON)
BOROUGH COUNCIL)
in the presence of:)

[Handwritten signature]

Authorised signatory
[Handwritten signature]
Sec Reg No 28437/03

Executed as a deed by affixing)
the common seal of)
RICHMOND UPON THAMES COLLEGE)
in the presence of:)

[Handwritten signature]
[Handwritten signature]

Authorised signatory

APPENDIX 1

FRAMEWORK OF THE POTENTIAL PROVISIONS TO BE INCLUDED WITHIN THE COMMUNITY USE AGREEMENT IN RELATION TO THE COMMUNITY USE FACILITIES

1. The Council and the College acknowledge that the Community Use Agreement shall operate for so long as the Community Use Facilities are provided in accordance with the Planning Permission or such other period as agreed between the parties to the Community Use Agreement. In the event the College should cease the Parties agree to make every effort to secure the continued operation of the Community Use Facilities for Community Access.

Aims of the Community Use Agreement in relation to the Community Use Facilities

- 1.1 In entering the Community Use Agreement in accordance with paragraph 1 of this Appendix, the Council and the College agree to pursue the following aims:
- 1.1.1 providing opportunities for the local community and sports organisations to participate in sport and physical activity for health improvement and development of their skills, particularly amongst low participant groups;
 - 1.1.2 operating in line with the national agenda for sport taking into account nationally adopted strategies;
 - 1.1.3 generating positive attitudes to sport and physical activity by young people and reducing the dropout rate in sports participation with age;
 - 1.1.4 increasing the number of people of all ages and abilities participating in sport and physical activity including people with disabilities;
 - 1.1.5 using the facilities to encourage the range, quality and number of school sports club links and to stimulate competition that is inclusive of young people and adults; and
 - 1.1.6 to provide affordable access to the facilities and to be self-financing in terms of community use.
- 1.2 The College shall use reasonable endeavours to achieve community use targets in line with appropriate sports development strategies, including making a contribution to local participation targets for sporting and physical activity. The College shall work with the Council, Sport Richmond, London Sport, Harlequins RFC and nominated representatives by the local community/other user groups to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.
- 1.3 The College will be responsible for marketing and promoting the Community Use Facilities in accordance with the agreed aims and targets. A marketing strategy will be prepared and implemented and reviewed on an annual basis.

Establishment of a Management Committee

- 1.4 The Community Use Agreement shall provide for the establishment of a Management Committee within 3 months of the date of the Community Use Agreement to develop community use of the Community Use Facilities in accordance with the 'Management Committee Terms of Reference and Constitution' at Appendix 2 of this Agreement and which shall FOR THE AVOIDANCE OF DOUBT also be appended to the Community Use Agreement.
- 1.5 The costs of the Management Committee shall be borne by the College and successors in title thereto who may from time to time have an interest in the Site in proportions equal to their respective gross internal floorspace or where there is no standard gross internal floorspace as otherwise calculated in accordance with the standard industry practice (as agreed between the members of the Management Committee at the relevant time and in the event that the said members cannot agree an independent expert shall be appointed jointly by the members and paid for by the members in such proportions as determined by the independent expert) of the respective components of the Community Use Facilities held by the parties.
- 1.6 Membership of the Management Committee shall include representative(s) (or their nominee) from:
- 1.6.1 The College
 - 1.6.2 The Council
 - 1.6.3 London Sport
 - 1.6.4 Sport Richmond
 - 1.6.5 Nominated representatives from the community/local user group; and
 - 1.6.6 Harlequins RFC
- 1.7 The Community Use Agreement shall require the Management Committee to establish a practical policy framework for the management and operation of the Community Use Facilities during agreed periods of Community Access. This framework should seek to enable:
- 1.7.1 a policy of affordable pricing (no greater than similar local authority run facilities in the area) to assist in the achievement of the aims of the Community Use Agreement;
 - 1.7.2 the promotion and forward planning of development activities, at times which best suit the target groups;

- 1.7.3 equal opportunities of access;
- 1.7.4 an easy and accessible booking arrangement for casual use and block booking, this system to be reviewed on an annual basis;
- 1.7.5 an appropriate marketing strategy for the marketing of the Community Use Facilities (save for the associated parking) for Community Access the costs of which shall be borne by the College and successors in title thereto who may from time to time have an interest in the Community Use Facilities in proportions equal to the respective gross internal or where there is no standard gross internal floorspace as otherwise calculated in accordance with the standard industry practice (as agreed between the members of the Management Committee at the relevant time and in the event that the said members cannot agree an independent expert shall be appointed jointly by the members and paid for by the members in such proportions as determined by the independent expert) of the respective components of the Community Use Facilities held by the parties.

Responsibility for and Maintenance of the Community Use Facilities

- 1.8 The College will be responsible for the Community Use Facilities and shall:
 - 1.8.1 resource, control and routinely ensure the maintenance of the Community Use Facilities in a manner that will allow achievement of the agreed aims;
 - 1.8.2 enter the Community Use Agreement to specify the occasions and times at which the Community Use Facilities will be made available;
 - 1.8.3 ensure provision of heat, light and water and such other amenities as required for the Multi-Use Games Area and Changing Rooms and Sports Hall and their intended use;
 - 1.8.4 ensure that the Community Use Facilities comply with all legislation and guidance in force at the time of the Community Use Facilities relating to access for disabled users; and
 - 1.8.5 cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Community Use Facilities.
- 1.9 The College endeavours to ensure that the costs of funding the Community Access at the Community Use Facilities will be fully covered by income from such use and any surplus will be utilised to:
 - 1.9.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Community Use Facilities; and

- 1.9.2 increase the use of the Community Use Facilities by any Priority Groups by staging special promotions or by offering discounted rates of hire;
- 1.9.3 improve and increase the stock of sports equipment for use in connection with the Community Use Facilities (save for the associated parking).

Establishment and operation of a Review Committee

- 1.10 In relation to the Review Committee, the College acknowledges that it shall be a requirement under the Community Use Agreement that:
 - 1.10.1 the College provides to the Review Committee details of all usage, bookings, maintenance and financial matters relating to the Community Access to the Community Use Facilities to assist with the development and improvement of Community Access prior to the date on which the Review Committee produces its annual report;
 - 1.10.2 the Review Committee shall undertake an annual assessment of the adequacy of the implementation of this Community Use Agreement in relation to:
 - 1.10.2.1 hours of use of the Community Use Facilities;
 - 1.10.2.2 pricing policy;
 - 1.10.2.3 compliance with targets and aims of the Community Use Agreement;
 - 1.10.2.4 marketing;
 - 1.10.2.5 financial performance of the Community Use Facilities during the previous year; and
 - 1.10.2.6 maintenance
 - 1.10.3 the Review Committee prepares a report based on the assessment undertaken as set out in paragraph 1.10.2 of this Schedule and prepares recommendations as to how Community Use of the Community Use Facilities can be further developed and improved;
 - 1.10.4 the College shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable; and in the event any significant changes are required to the Community Use Agreement as a consequence of each or any annual review prior written approval of each of the parties to the Community Use Agreement shall be required.

- 1.11 The College shall not materially reduce the level of Community Access to the Community Use Facilities pursuant to the Community Use Agreement without the prior written approval of the local planning authority following consultation with Sport England.

APPENDIX 2

MANAGEMENT COMMITTEE TERMS OF REFERENCE AND CONSTITUTION

1. The purpose of the Management Committee to be established under the Community Use Agreement shall be to:
 - 1.1 monitor progress against agreed aims and targets (programming, usage and financial) and to provide regular reports for the stakeholders of the College on those topics;
 - 1.2 decide on policy issues e.g. pricing, the framework of sports programmes and staffing;
 - 1.3 ensure effective partnership working between the organisations involved in Community Access; and
 - 1.4 determine strategies for future developments at the College and timetables for their implementation.
2. A Chair shall be appointed to the Management Committee in accordance with terms to be agreed under the Community Use Agreement who shall have the following roles:
 - 2.1.1 to direct and control the meetings of the committee;
 - 2.1.2 to cast a further vote if necessary to resolve any tied decision(s); and
 - 2.1.3 to represent the committee at other meetings and functions as necessary.
3. The Community Use Agreement shall provide for the election of a Secretary by the full committee at the first meeting of each financial year (April to March) who shall serve for one full year and have the following roles:
 - 3.1.1 to compile and maintain minutes of all meetings;
 - 3.1.2 to compile and issue agendas for meetings in timely fashion; and
 - 3.1.3 to take care of all communications to and from the committee.
4. The Community Use Agreement will state that the full committee will convene at least quarterly in the first year and twice per year thereafter and additional meetings will be held as considered necessary by a simple majority of members.
5. The Community Use Agreement shall provide that:
 - 5.1 the College will resolve day to day issues in relation to Community Access and while the College has full authority for any decisions they must adhere to the policy framework established by the full committee;
 - 5.2 day to day operation will be the responsibility of the College;

5.3 sub-groups/committees may be formed by the Management Committee if considered necessary or desirable; and

5.4 the Management Committee shall retain records of minutes of committee meetings, a formal annual report (which shall cover policy, financial and sports development matters) and other specific reports requested by other committee members when possible.

APPENDIX 3
THE FORM OF NOMINATIONS AGREEMENT

DATED

201x

Xxx

AND

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF RICHMOND UPON THAMES**

**DEED OF NOMINATION RIGHTS
RELATING TO LAND AT RICHMOND UPON THAMES COLLEGE,
EGERTON ROAD, TWICKENHAM, RICHMOND UPON THAMES, TW2 7SJ**

- (i) 80% of the Local Market Rent at the time of letting.
 - (ii) the Council's strategic tenancy policy applicable at the time of letting inclusive of service charges
- 1.2 "Availability Notice" means the notices referred to at Sub-clauses 3(a) and (b) hereof
- 1.3 'Local Market Rent' means the market rent achievable in the local market for such of the Affordable Rented Units as are being assessed/ determined having regard to and calculated using the RICS Appraisal and Valuation Manual (latest edition then current at the relevant time)
- 1.4 "Nomination Notice" means the notice in writing to be given by the Council to the Association containing the proposed Nominees which shall include the names of such Nominees and all necessary and relevant information pertaining to such Nominees
- 1.5 "Nomination Period" means sixty years from the date of practical completion of the Units
- 1.6 "Nominee" or "Nominees" means a person or persons nominated by the Council for the purposes of this Agreement
- 1.7 "Non-True Voids" as defined in the First Schedule hereto
- 1.8 "Relevant Nominee" means a Nominee to whom the Association shall offer a Unit on the Site in accordance with Clause 5 hereof which shall be persons assessed by the Association as appropriate for it to house under its objects, lettings and allocations policies

- 1.9 "Registered Provider" or "RP" means a registered social landlord registered pursuant to the Housing Act 1996 or a non-profit registered provider of social housing pursuant to the Housing and Regeneration Act 2008
- 1.10 "Site" means the land at Richmond Upon Thames College, Egerton Road, Twickenham, Richmond Upon Thames, TW2 7SJ.11 "Homes & Communities Agency" means the Regulator of Social Housing in England appointed under the Localism Act 2011 or any successor body
- 1.12 "True Voids" means vacancies in the Units created in any of the circumstances set out in the First Schedule hereto under the heading "definition of a True Void" but excluding a vacancy arising in any circumstances defined under the heading "definition of a Non-True Void"
- 1.13 "Units" means the xxx residential units to be managed and provided by the Association on the Site (as set out in the Second Schedule hereto)
2. The Association hereby covenants with the Council
- (i) to construct or procure the construction of the Units at the Site in accordance with the Planning Permission and to ensure all construction is carried out in a good and workmanlike manner.

- (ii) that the Council shall have rights to nominate up to 100% of the initial lettings of the Units and shall thereafter have the right to nominate up to the first three out of every four True Voids arising in the Nomination Period unless the Council in its absolute discretion agrees to waive or relinquish such rights of nomination
3. The Association shall give to the Council:-
- (a) In the case of an initial letting of any Unit not less than 6 weeks written notice ("Availability Notice") of the actual completion of such Unit and its availability for letting
- (b) in the case of any Unit being a True Void becoming subsequently available for letting 10 days written notice ("Availability Notice") of such availability
4. Within 10 days of the receipt by the Council of any Availability Notice in respect of a Unit the Council shall in respect of such Unit serve on the Association a Nomination Notice
5. The Association shall as soon as practicable following receipt of the Nomination Notice offer a tenancy of the said Unit to the Relevant Nominee at a rent no more than the Rent as specified in the Second Schedule
6. If no Nomination Notice is served by the Council within the 10 days referred to in Clause 4 then the Association shall be at liberty to let the Unit to persons of its own choosing
7. If (a) the Association acting reasonably does not consider the Nominees appropriate to house or (b) the Relevant Nominees refuse or fail to accept the offer of a tenancy within 7 days of such offer in each case the Council shall be entitled to serve two further and subsequent Nomination Notices **SAVE THAT** where no subsequent Nomination Notices are served within 10 days of receipt of written confirmation from the Association as to either (a) or (b) in this clause 7 or the further Relevant Nominees both refuse or fail to accept the offer of a tenancy within 3 days of such offer then the Association shall be at liberty to let the unit to persons of its own choosing
8. The procedure for such nominations may at any time during the continuance of this Agreement be varied by agreement in writing between the parties hereto

9. For the avoidance of doubt, the provisions of this Agreement shall cease to apply to any Unit of which the Association transfers the freehold or grants a long lease to a tenant exercising any statutory right to buy or right to acquire such an interest in that Unit and shall cease to apply to any Unit upon the granting of a Shared Ownership Lease by the Association
10. For the avoidance of doubt, IT IS HEREBY AGREED AND DECLARED that the provisions of this Agreement are entered into pursuant to all relevant statutory provisions including s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and are binding on successors in title but shall:-
- 10.1 not bind any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title
- 10.2 cease to apply to any part or the whole of the Unit should such part or the whole be transferred or leased by any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title
- 10.3 not bind any individual owner (excluding, for the avoidance of doubt, any owner who is an RP) or occupier of any unit, their successors in title and mortgagees and mortgagees' successors in title
11. Any notice or demand required or authorised shall be deemed to be served on the Council if sent to the Chief Executive of the London Borough of Richmond upon Thames at its Civic Offices at the address given above and shall be deemed to be duly served on the Association if sent to the Association and addressed to the Secretary at its address for the time being as stated above or such other address as may be notified in writing to the Council from time to time PROVIDED ALWAYS that any notice to be served by either party may be served by such party's Solicitors
12. The beneficial interest in this Agreement and the Site is held by or on behalf of the Association, an exempt charity.

IN WITNESS whereof the Council and the Association have hereunto caused their Common Seals to be affixed the day and year first above written.

FIRST SCHEDULE

Definition of True Void

1. Vacancies created through tenant transfer to another Borough where no reciprocal arrangements exists
2. Vacancies arising through tenant moves to other landlords where no reciprocal arrangement exists
3. Vacancies arising as a result of the death of a tenant where there is no statutory right to succession
4. Vacancies arising through tenants buying their own property in the private sector
5. Vacancies arising as a result of the tenant having been evicted or abandoning a Unit
6. Vacancies arising as a result of a tenant who has been permanently decanted returning to his or her former home
7. Vacancies arising through tenant transfer to another Association property
8. Vacancies arising as a result of a tenant who has previously been decanted

Definition of Non-True Void

9. Vacancies arising as a result of a tenant being temporarily decanted and moving to a temporary home
10. Vacancies arising as a result of a tenant being re-housed via the Sponsored Moves scheme or other equivalent
11. Vacancies arising as a result of a tenant being re-housed via the Housing Moves scheme or other equivalent

12. Vacancies arising as a result of a tenant being re-housed by another Borough where a reciprocal arrangement exists

SECOND SCHEDULE

Units

xxxHomes for Affordable Rent comprising

Xxxxx at initial rents of xxxxx

Rent levels will increase in line with Annex 3 to the Regulatory Framework (The Rent Standard).

THE COMMON SEAL OF THE
MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF
RICHMOND UPON THAMES
was hereunto affixed in the
presence of;

Authorized Signatory

THE COMMON SEAL OF
xxx was hereunto affixed in the presence of:

Authorized Signatory.....

Authorized Signatory.....

APPENDIX 4

COMMUNITY LIAISON OFFICER JOB DESCRIPTION

1. The Community Liaison Officer will have the following roles and duties:
 - 1.1 to be coordinator of the Richmond College Development Monitoring Group and be responsible for arranging the meetings of the Richmond College Development Monitoring Group, chairing and minuting the meetings and actioning key tasks;
 - 1.2 to be the principal point of contact between local residents, users of the Site and the College in dealing with any issues arising from the development of the College Development Zone, School Development Zone, College Playing Field Development Zone, Technical Hub Development Zone, Residential Development Zone and new road infrastructure to be provided off-Site;
 - 1.3 to be the key point of contact with all contractors on the construction process for the Site including off-Site road infrastructure works and adherence to planning conditions and this Agreement as far they impact on the construction process;
 - 1.4 to assist any project manager in working with the Council's departments on the construction programme;
 - 1.5 to be responsible for developing a community regeneration learning programme with the College's project manager to ensure that the Development is seen as a positive action with regard to community awareness and local regeneration;
 - 1.6 to establish and ensure the operation of a daily 24 hour complaint and response service to residents concerned with the impacts of demolition and construction within the Site;
 - 1.7 to attend the CLO Review and such other meetings as are reasonably required by the Council and the College in connection with the Community Liaison Officer role; and
 - 1.8 to use all reasonable endeavours to respond to and/or comply with the recommendations made of the College and the Council pursuant to each CLO Review.
2. The membership of the Richmond College Development Monitoring Group shall comprise:
 - 2.1 the Community Liaison Officer;
 - 2.2 3 (three) Councillors from the St Margarets and North Twickenham Wards;
 - 2.3 2 (two) residents from Egerton Road;
 - 2.4 2 (two) residents from Craneford Way;
 - 2.5 2 (two) representatives of other surrounding roads;
 - 2.6 1 (one) representative for Friends of the River Crane Environment (FORCE);

- 2.7 1 (one) representative for Harlequins Rugby Football Club;
 - 2.8 3 (three) representatives from the Council's Planning, Highways and Environmental Health Teams;
 - 2.9 3 (three) representatives for the developers of the College, School and Residential Development Zones;
 - 2.10 3 representatives for the contractors of the College, School and Residential Development Zones;
 - 2.11 representatives from streets, businesses and amenity groups located in the immediate vicinity of the Development; and
 - 2.12 such other members as are agreed by the College and the Council.
3. No quorum shall apply to the meetings of the Richmond College Development Monitoring Group and meetings may proceed in the event that not all of the parties listed in paragraph 2 of this Appendix are in attendance.

APPENDIX 5
FRAMEWORK TRAVEL PLAN



transport planning practice

Richmond upon Thames College
Richmond Education and Enterprise
Campus
Framework Travel Plan

June 2015



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Transport Planning Practice
70 Cowcross Street
London
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www.tppweb.co.uk



1. INTRODUCTION

- 1.1 Transport Planning Practice were appointed to prepare a Framework Travel Plan (FTP) for the proposed redevelopment of Richmond upon Thames College (RuTC).
- 1.2 The existing site consists of Richmond upon Thames College with associated playing fields, vehicle and cycle parking. The site located to the north west of Twickenham town centre, it is bounded by Chertsey Road immediately to the north, Egerton Road to the east, residential dwellings on Craneford Way to the south and Marsh Farm Lane (footpath) to the west.
- 1.3 This FTP will consider the following uses associated with the proposals including non-residential education (D1), residential (C3) and business (B1) as well as assessing proposed Travel Plan measures required for each of the three uses.
- 1.4 The purpose of this FTP is to set out a strategy for minimising residents, students and employees dependence on travel by private car and to maximise the use of public transport, walking and cycling. Objectives include promoting sustainable modes of travel, which reflects current Government policy objectives in respect of this site.
- 1.5 It is envisaged that detailed site specific Travel Plans will be developed as part of the detailed applications for the various elements of the development. These would then be undertaken at a time when the end users requirements would be better understood.
- 1.6 The contact details of the author of this FTP are as follows:

Henry Binnian

Transport Planning Practice

Email: henry.binnian@tppweb.co.uk Tel: 020 7608 0008

Proposal

- 1.7 The proposal is to redevelop RuTC to create Richmond Education and Enterprise Campus. The proposals will re-provide Richmond College in a new development, introduce a new Secondary School and a Special Educational Needs School. Additionally a new media 'Tech Hub' and Residential dwellings will be built. Further to this there will be an upgrade of the sports fields and sport centre facilities associated with the education uses at the development. Table 1.0 presents the land use breakdown of the proposed site.

Table 1.0: Land use breakdown, car and cycle provision

| Land use | No. of units/m ² GEA | Car parking | Cycle parking |
|----------------------------------|---------------------------------|--------------------------|--|
| Tech Hub (B1 use) | Up to 1,700m ² | 10 | Cycle parking will be provided in accordance with the London Plan (March 2015) |
| Residential | 180 dwellings | In line with London Plan | |
| Sport Centre | Up to 3,900 m ² | - | |
| Richmond College | Up to 16,000 m ² | 150 | |
| Secondary School | Up to 7,000 m ² | 40 | |
| Special Educational Needs School | Up to 4,000 m ² | 30 | |

1.8 The remaining chapters within this report are outlined below:

- **Section 2: Policy background** – summarises the current policy related to Travel Plans.
- **Section 3: Site assessment** – describes the accessibility of the site by a range of different transport modes.
- **Section 4: Travel survey** – sets out how the baseline surveys could be carried out.
- **Section 5: Travel Plan objectives and targets** – sets out the objectives and aims of the document and targets against which the FTP will be assessed.
- **Section 6: Proposed School Travel Plan measures** – gives details of the measures that will be implemented as part of the FTP to help deliver sustainable patterns of travel for students, staff and visitors.
- **Section 7: Proposed Commercial Travel Plan measures** – gives details of the measures that will be implemented as part of the FTP to help deliver sustainable patterns of travel for commercial occupiers.
- **Section 8: Proposed Residential Travel Plan measures** – gives details of the measures that will be implemented as part of the FTP to help deliver sustainable patterns of travel for residential occupiers.
- **Section 9: Travel Plan management and monitoring** – explains how the TP will be managed and monitored. An action plan is also provided.
- **Section 10: Travel Plan securing, enforcement and funding** – sets out how the Travel Plan will be secured, enforced and funded.

2. POLICY CONTEXT

2.1 This chapter provides a summary of the relevant transport policy against which the proposals are assessed.

National policy

National Planning Policy Framework

2.2 The National Planning Policy Framework (NPPF) was published on the 27th March 2012 and supersedes all previous national planning policy documents. It focuses on a presumption in favour of sustainable development. One of the core planning principles relates to actively managing patterns of growth to make the fullest possible use of public transport, walking and cycling and focusing significant developments in locations which are or can be made sustainable.

2.3 The NPPF recognises that the transport system should be balanced in favour of sustainable transport modes so that people are given a real choice about how they travel.

2.4 The NPPF states that developments should be located and designed where practical to:

- Accommodate the efficient delivery of goods and supplies.
- Give priority to pedestrian and cycle movements, and have access to high quality public transport facilities.
- Create safe and secure layouts which minimise conflicts between traffic and cyclists or pedestrians.
- Incorporate facilities for charging plug-in and other ultra-low emission vehicles.
- Consider the needs of people with disabilities by all modes of transport.

2.5 It goes on to state that a key tool to facilitate this will be a Travel Plan. All developments which generate significant amount of movement should be required to provide a Travel Plan.

2.6 In respect of parking standards, the NPPF states that local planning authorities should take into account the following:

- Accessibility of the development.
- Type, mix and use of development.
- Availability of and opportunities for public transport.
- Local car ownership levels.
- Overall need to reduce the use of high-emission vehicles.

Regional policy

Further Alterations to the London Plan (FALP) (March 2015)

- 2.7 The London Plan Spatial Development Strategy for Greater London 2011 sets out the spatial development strategy for London, and provides the London wide context within which individual Boroughs set their local planning policies. A key objective of the London Plan is to improve London's accessibility, which, amongst other issues, includes tackling traffic congestion. An issue that assists closer integration between transport and spatial development is encouraging patterns and forms of development that reduce the need to travel, especially by car.
- 2.8 With regard to parking strategy, The Mayor of London, in conjunction with the Boroughs, seeks to ensure that on-site parking at new developments is kept to a minimum. Maximum parking standards are set, which can be reduced in areas of good public transport accessibility, and, in the most accessible locations, can lead to car-free developments.
- 2.9 The London Plan also recognises the importance of site accessibility and location as inherent within the objective of making the most sustainable and efficient use of space by encouraging development intensification in areas that have good public transport accessibility. The Plan also provides further guidance and sets out an approach to determining appropriate maximum parking standards within a policy context. The approach set out in Policy 6.13 seeks to regulate parking in order to minimise additional car travel, reduce trip lengths and encourage use of other more sustainable means of travel.
- 2.10 The London Plan recognises that improving conditions for cycling makes this sustainable mode an increasingly viable alternative to the private car, and requires cycle parking facilities within all new developments.

- 2.11 Travel Plans can help to deliver many of the transport objectives set out within the London Plan's Policy 6.1 'Strategic Approach' which include reducing the need to travel, reducing car use and supporting measures that encourage shift to more sustainable modes and technology. The use of Travel Plans can help reduce emissions by promoting alternatives to the car.
- 2.12 The London Plan encourages and supports the use of Travel Plans for development proposals. Policy 6.3 'Assessing Transport Capacity' states that Travel Plans should be provided for applications above the thresholds set out in TfL guidance.
- 2.13 Policies 6.9 and 6.10 aim to increase cycling and walking in London, in particular, to achieve a 5% modal share by 2026 for cycling. Proposed developments should therefore provide secure and accessible cycle parking facilities and ensure there is a high quality pedestrian environment and street space. Table 2.1 sets out the FALP cycle parking minimum standards for the land uses associated with this development.

Table 2.1: Cycle parking Standards

| Land Use | Cycle parking standards | |
|-------------------|---|---------------------------------|
| | Long-stay | Short-stay |
| B1 Tech hub | 1 space per 250 m ² | 1 space per 1000 m ² |
| Residential C3 | 1 space per studio and 1 bedroom unit 2 spaces per all other dwellings | 1 space per 40 units |
| Schools D1 | 1 space per 8 staff & 1 per 8 students | 1 space per 100 students |

The Mayor's Transport Strategy (2010)

- 2.14 The Mayor's Transport Strategy recognises that through setting appropriate parking standards, encourage smarter travel planning and making public transport more attractive, the Mayor will encourage the use of public transport, walking, cycling and car sharing.

Local Policy

- 2.15 The Local Plan (formerly known as the Local Development Framework) sets out the priorities for the development of the borough and will be used for making decisions on planning applications.

LBRuT Core Strategy (2009)

2.16 This document sets out the Strategic Planning Framework for the Borough over the next 15 years, it considers other plans and strategies and is the delivery mechanism for the spatial elements of the community. This document outlines the council's transport objectives and policies.

2.17 The following transport policies in CP5 – Sustainable Travel that are associated with this development are stated below:

2.18 Policy 5.C – Cycling and Walking

- Prioritise the needs of pedestrians and cyclists in the design of new developments including links to existing networks and requiring the provision of adequate cycle parking.

2.19 Policy 5.F – Car Parking and Travel

- Provide car share facilities and car clubs in appropriate new developments and encourage the use of low emission vehicles in order to reduce congestion and pollution.

2.20 Policy 5.G – Sustainable Travel

- Encourage major employers and schools to develop Green Travel Plans and require these where appropriate with planning applications.
- The council and its partners will welcome the development of green Travel Plans for all types of developments. All Travel Plans should be produced in line with TfL Guidance on Workplace and Travel Planning and Residential Travel Planning.

Development Management Plan (2011)

2.21 The Development Management Plan (DMP) includes the detailed policies which will be used when new developments are considered. The DMP takes forward the strategic objectives in the Core Strategy and is consistent with National and Regional Policies.

2.22 5.4 Transport and Parking – this chapter takes forward CP5 in the Core Strategy as well as complementing LBRuT Implementation Plan. The relevant policies are stated below:

- 2.23 Policy DM TP 1 – Higher trip generating developments will only be permitted in areas which are, or at the time of implementation are, easily accessible by transport other than the private car, and well located with respect to local services.
- 2.24 Policy DM TP 2 – The impact of new developments on the transport network will be assessed against other plan policies and transport standards. All planning applications for major developments should be accompanied by a Transport Assessment. Matters to be included are set out in DfT/ TfL guidance.
- 2.25 Policy DM TP 3 – New developments will be expected to create or improve links with the local and wider transport networks, including links to cycle and pedestrian networks. All new developments must be designed to improve accessibility including:
- Maximise permeability, with safe, convenient accessible and appropriate road, cycle and pedestrian routes within and in the immediate vicinity of the scheme, as well as accessible walking and cycling links to the wider transport network including to public transport node and key land uses, taking account the need to connect people to jobs, to town centres and to schools.
- 2.26 Policy DM TP 6 – New developments and schemes improve the safety and security of the pedestrian environment where appropriate.
- 2.27 Policy DM TP 7 – To maintain and improve conditions for cyclists, the council will ensure that new developments do not adversely impact on the cycling network or cyclists and provide appropriate cycle access and sufficient, secure cycle parking facilities.
- 2.28 Policy DM TP 8 – Vehicle and cycle parking standards are set out in table 2.1. Developers may provide fewer car parking spaces if they can show that there would be no adverse impact on amenity, street scene, road safety or emergency access. In general it is expected that in low PTAL areas (1-4) the standards should be met, but in higher PTAL areas (5-6) provision at a lower level may be appropriate in exceptional circumstances. Additionally electronic charging points are welcomed where there is demand.

Table 2.1: Parking Standards

| Land Use | Vehicle Parking Space Required (All floor space referred to is gross) | | Cycle parking standard |
|-------------------|---|--|--|
| | Controlled parking zones | The remainder of the Borough | |
| Schools D1 | 1 space per 2 staff, Arrangements must also be made for adequate setting down areas and visitor parking spaces. Adequate facilities for the setting down of coaches shall also be considered | 1 space per 2 staff | 5 spaces per classroom depending on the nature of the school |
| Residential C3 | 1-2 bedrooms 1 spaces | 1-2 bedrooms 1 spaces | 1 space |
| | 3 bedrooms For 1 unit, 2 spaces; for two or more units 1 allocated space plus sufficient unallocated spaces to provide a total of 1.5 spaces overall per unit. | 3 bedrooms For 1 unit, 2 spaces; for two or more units 1 allocated space plus sufficient unallocated spaces to provide a total of 1.5 spaces overall per unit. | 1 space |
| | 4+ bedrooms 2 spaces | 4+ bedrooms 2 spaces (negotiable) | 2 spaces |
| B1 | 1 space per 300sqm Plus 1 lorry parking space per 250sqm (minimum 1 per unit) | Within 400m of a rail station, 1 space per 200sqm. Elsewhere 1 per 100sqm plus 1 lorry parking space per 2500sqm (minimum 1 per unit) | 1 per 200 sqm |

Planning Brief Richmond upon Thames College (December 2008)

2.29 There are a number of key access and movement principles which the redevelopment will be based on. As stated in the document, these are:

- The primary access for vehicular traffic to the college should continue to be off the A316.
- The majority of pedestrian visitors should arrive from the eastern boundary (via Twickenham Station), secondary access for pedestrians and cyclists should be provided around the site as visitors arrive from all directions.
- Any residential development on the site should be accessed off Egerton Road to separate college and residential traffic (subject to size of residential development).

2.30 Car parking provision within the redevelopment scheme is an important consideration. Car parking should be provided on site and integrated into the design of the campus and sports facilities.

- 2.31 A Travel Plan will be prepared and implemented to promote sustainable forms of transport and measures to reduce car travel to the site for students, staff and visitors.

Twickenham Area Action Plan (July 2013)

- 2.32 The Twickenham Area Action Plan places great focus on improving walking routes to create an accessible pedestrian environment. In turn this will encourage residents to make greater use of facilities within the town centre and so reduce their need to travel.
- 2.33 New developments should provide sufficient parking to avoid adverse impact on on-street parking, in line with the parking standards set out in the Development Management Plan DM TP8.
- 2.34 Any new developments should have adequate, convenient and safe servicing arrangements in line with the Council's SPD on Transport Standards. Further, servicing hours will be controlled where necessary for safety or amenity reasons.

3. SITE ASSESSMENT

Site location and land use

- 3.1 It is proposed to demolish the existing Richmond upon Thames College and re-develop the site to provide Richmond Education and Enterprise Campus, which will consist of a replacement College, Secondary School, Special Educational Needs School, Tech Hub, sports centre and playing fields, and associated vehicle and cycle parking. In addition there will be a Residential development on part of the existing college site.
- 3.2 The site located to the north west of Twickenham town centre, it is bounded by Chertsey Road immediately to the north, Egerton Road to the east, residential dwellings on Craneford Way to the south and Marsh Farm Lane (footpath) and Harlequin's Stoop Stadium to the west. The site is located approximately 750m north-west of Twickenham Station and 500m south of Twickenham Stadium within the London Borough of Richmond upon Thames.

Site access

- 3.3 The primary vehicular access will be taken from Langhorn Drive. Cars will access the staff and visitor car park via the existing College site access from the mini-roundabout junction with Langhorn Drive. This entrance will provide access to the replacement College, Tech Hub, Residential units and the sports centre. Vehicular access to the special needs school and Secondary School will be taken from Egerton Road. There will be pedestrian and cycle access via Craneford Way, Egerton Road and Langhorn Drive. Access to the playing fields will be taken from Craneford Way via Court Way.

Local area

- 3.4 Twickenham town centre is located 800m to the south of the site as the crow flies and offers a range of shops and amenities typically offered by a small town centre. The nearest doctors surgery is The Green Surgery located approximately 950m south of the site, which is a 10 - 12 minute walk based on a walking speed of approximately 80m-100m per minute and which can be accessed via Marsh Farm Lane. The land use of the local area comprises of predominately residential properties.

Public transport

Public transport accessibility level (PTAL)

3.5 The PTAL value for the site ranges from 1b on the western side of the site to 2 on the eastern side. This shows that it has a poor level of public transport accessibility. The PTAL calculation has been carried out using the TfL website <http://www.webptals.org.uk/>.

Bus

3.6 The site is served by four bus routes which include the 267, 281, 481 and the 681. The bus routes can be accessed by a number of bus stops which surround the site. Below is a list of the nearest bus stops surrounding the site including the most direct route and distance to the bus stops from the College pedestrian entrances on Egerton Road and the bus routes they are served by:

- Stops 'C' and 'N' on Whitton Road are reached via Egerton Road, Chertsey Road and Chudleigh Road; are 490m away; and are served by 281, 481 and 681.
- Stops 'L' and 'S' on Whitton Road are reached via Egerton Road and Court Way; are 507m away; and are served by 281 and 681.
- Stops 'B' and 'P' on Whitton Road are reached via Egerton Road, Chertsey Road and Tayben Avenue; are 537m away; and are served by 281, 481 and 681.
- Stops 'M' and 'R' on Whitton Road are reached via Egerton Road and Heathfield North; are 545m away; and are served by 281 and 681.
- Stops 'B' and 'C' on London Road are reached via Egerton Road, Court Way and Whitton Road; are 460m away; and are served by 267, 481 and 681.

3.7 Table 3.2 below shows a summary of the bus services serving the site.

Table 3.2: Summary of existing bus services

| Bus Route | Direction (towards) | Monday - Friday | | | Sat | Sun |
|--------------|--------------------------------------|-----------------|------------|----|-----|-----|
| | | AM | Inter peak | PM | | |
| 267 | Hammersmith Bus Station | 7 | 6 | 6 | 5 | 4 |
| | Fulwell Rail Station | 5 | 6 | 6 | 5 | 4 |
| 281 | Hounslow Bus Station | 8 | 8 | 8 | 8 | 5 |
| | Tolworth (Ewell Road) | 8 | 8 | 7 | 7 | 5 |
| 481 | West Middlesex University Hospital | 1 | 1 | 1 | 1 | 0 |
| | Kingston (Cromwell Road Bus Station) | 1 | 1 | 1 | 1 | 0 |
| Total | | 30 | 30 | 29 | 27 | 18 |

3.8 The above table shows that the site is served by 30 buses in the morning peak and inter-peak hour and 29 buses in the evening peak hour in both directions. On weekends, the frequency is reduced to 27 buses per hour on Saturday and 18 buses per hour on Sunday.

Rail

3.9 Twickenham National Rail Station is located to the south east from the site (a 7 to 9 minute walk). The station and all trains serving it are operated by South West Trains. The station provides key links to Richmond, Waterloo, Reading, Kingston and Hounslow. Table 3.3 shows the directional frequency in the peak hours.

Table 3.3: Twickenham Station rail service frequencies

| National Rail | Westbound | | Eastbound | |
|---------------|-----------|---------|-----------|---------|
| | AM Peak | PM Peak | AM Peak | PM Peak |
| Twickenham | 11 | 10 | 11 | 8 |

Walking

3.10 The surrounding footways are generally satisfactory, being a minimum of 2.0m in width, with dropped kerbs, tactile paving and street lighting. On the A316 Chertsey Road, there is a crash barrier on the central reservation preventing pedestrians from crossing the road. There is a signal controlled pedestrian crossing on Chertsey Road approximately 100m east of the site and a pedestrian footbridge directly north of the site. Many of the residential roads have traffic calming by means of speed cushions located at regular intervals, and there is a fire access gate across Egerton Road which reduces traffic on the residential roads to access only.

3.11 The cycle/footpath of Marsh Farm Lane runs along the western boundary of the site between the junction of the A316 Chertsey Road/ Langhorn Drive and Craneford Way. From Craneford Way, the cycle/footpath runs through the Craneford Way playing fields, across the railway line via a footbridge and onto Marsh Farm Road.

3.12 Marsh Farm Lane footpath is proposed to be upgraded and widened to allow cyclists and pedestrians to use the route at the same time. A new east-west shared cycle / footway is to connect London Road and Twickenham Station to Marsh Farm Lane, passing through land the former sorting office site and land known as the Twickenham Rough.

3.13 The bus routes on Whitton Road (section north of the A316) can be accessed via the footbridge or signalised pedestrian crossing on Chertsey Road. The route has dropped kerbs, tactile paving and street lighting. The footways leading to Twickenham Station, either via Court Way, Heathfield North or Heathfield South and Whitton Road and London Road have similar characteristics with a zebra crossing on Whitton Road and signal controlled pedestrian crossings at the junction of Whitton Road / London Road and on London Road. The cycle / footway on both sides of the A316 are to be upgraded by TfL with work due to be complete in 2016.

Cycling

3.14 Transport for London's 2013 Local Cycling Guide 9 advises on a number of routes recommended by cyclists within the vicinity of the site and cycle routes that have signing or road markings. The site is well connected by cycle routes providing links to locations including; Twickenham Station, Richmond, Isleworth and Teddington. Chertsey Road has off-road shared cycle/ footway routes adjacent to it providing segregation from cyclists and motorists.

Parking

Car

3.15 The different land uses of the development mean that parking spaces are distributed throughout the site. The car parking provision meets the standards set out in the local and regional policy. Students will not be allowed to park in the school parking spaces which are for the use of staff and visitors only. Table 3.4 presents the breakdown of car parking spaces allocated to each use.

Table 3.4: Summary of proposed car parking spaces

| Land Use | | Parking spaces |
|-----------------|----------------------|--------------------------------|
| School | Richmond College | 150 |
| | Secondary School | 40 |
| | Special Needs School | 30 |
| Residential | | Based on London Plan standards |
| Tech hub | | 10 |
| Total | | 420 |

Cycle

- 3.16 Cycle parking will be allocated to each use in accordance with the London Plan (March 2015) minimum standards.
- 3.17 The Tech Hub will be provided with a minimum of one cycle space per 200m² of GEA which meets local policy standards. Residential cycle parking will be provided to meet the local parking standards as set out in table 3.5.

Table 3.5: Residential cycle parking standards

| Unit Type | Studio and 1 bedroom unit | 2 + Bedroom units | Visitor |
|----------------------|----------------------------------|--------------------------|----------------------|
| Cycle parking | 1 space per unit | 2 spaces per unit | 1 space per 40 units |

Car clubs

- 3.18 Zipcar, one of the world's leading car club companies has four car club parking bays within the vicinity of Twickenham Station, one on London Road, March Road, Station Road and Grosvenor Road. All four car club bays are within a 7 to 12 minute walk from the site. More information can be found at <http://www.zipcar.co.uk/>.

Local highway network

- 3.19 The A316 Chertsey Road, which is part of Transport for London's Road Network (TLRN), is a dual carriageway and runs in a northeast-southwest direction along the northern boundary of the site. The road links the site to central London to the east and the M3 Motorway and wider national strategic road network to the west and has a speed limit of 40mph near the site. Locally, the road is intersected by the B538 Hospital Bridge Road to the west and the B361 Whitton Road to the east with semi signalised roundabout junctions.
- 3.20 The A316 Chertsey Road, has shared cycle/footways along both sides of the carriageways. There is a signal controlled pedestrian crossing over the A316 near Chudleigh Road and a pedestrian footbridge near Talma Gardens and Langhorn Drive. There are two other pedestrian bridges over the A316 further to the west.
- 3.21 The site is accessed from two locations off of the A316 Chertsey Road. The first is from Egerton Road into the student car park and the second is from Langhorn Drive which provides access to the northern part of the site and some of the staff parking areas. The A316 Chertsey Road / Langhorn Drive will be upgraded from a

simple priority left in – left out junction, to a fully signal controlled left in – left and right out junction. A dedicated pedestrian crossing phase will be provided in the signal phasing across the A316 Chertsey Road and a pedestrian crossing assisted by traffic signal phasing will be provided across Langhorn Drive. As a result of the right turn facility being provided at the junction, the vehicular link between Langhorn Drive and Craneford Way will be removed. The access road between the mini-roundabout and the site will be widened to 6.0m to enable all purpose vehicle access.

- 3.22 Egerton Road has footways on both sides of the carriageway, street lighting and has a 30mph speed limit. There is a vehicle restriction immediately south of the student car park access which is controlled with a fire gate. The vehicle restriction is in place to prevent rat-running by vehicles travelling from Whitton Road to Chertsey Road (westbound), thereby avoiding the semi signal controlled roundabout. Langhorn Drive, which has a speed limit of 20mph provides access into the site for pedestrians and cyclists via the Marsh Farm Lane cycle/footpath which has street lighting. Marsh Farm Lane runs south to Craneford Way.
- 3.23 The B361 Whitton Road, which has a speed limit of 30mph, runs in a northwest-southeast direction to the east of the residential area of Heatham and is connected to the site via the residential roads of Court Way, Heathfield North and Heathfield South. Adjacent to the Court Way/Whitton Road junction is a zebra crossing. Heathfield North is one-way in a westerly direction and Heathfield South is one-way in an easterly direction. Each of these residential roads provides access to Egerton Road which in turn provides access to Craneford Way.
- 3.24 The residential roads of Court Way, Heathfield North, Heathfield South, Egerton Road and Craneford Way are accessed via simple priority junctions and have a speed limit of 20mph. Each road has street lighting, footways on both sides of the carriageway, except for Craneford Way which has a footway on its northern side of the carriageway only.
- 3.25 The site is accessed from two locations from Egerton Road. The first is via the Main College access and the second is via the secondary College access, both of which provide access to the main staff car parking areas. The site is also accessed from Craneford Way, which provides access to the rear of the College (western side) where the servicing area is located.

3.26 To the south, the B361 Whitton Road joins the A310 London Road via signal controlled junction which has pedestrian signal phases. The A310 London Road provides access to Twickenham station and Twickenham town centre via the A305 King Street. There is a signalised pedestrian crossing over the A310 London Road directly opposite Twickenham station.

Delivery and servicing

3.27 Deliveries and servicing vehicles associated with the Tech Hub and the three schools will access the site via Langhorn Drive and egress the site via either Langhorn Drive or Egerton Road back on to the A316 Chertsey Road. Deliveries associated with the Residential units will take place on the residential roads within the site.

4. TRAVEL SURVEY

- 4.1 As the proposed development has not been built it is not possible to establish the travel patterns of the future occupants for each land use, aside from the preliminary assessment set out within the Transport Assessment.
- 4.2 Upon occupation of the various elements of the development baseline surveys will be undertaken within agreed time periods or in the case of the Residential site, once 75% of units or office space has been occupied.
- 4.3 The surveys are likely to include vehicle counts at access points. In addition to this there will be travel questionnaire surveys. Due to multiple land uses on site, there will be three types of travel surveys to capture the different travel patterns associated with each category of use i.e. residential, educational, and commercial uses. This allows the surveys to target residents, staff and students as there travel method and modes are likely to not be similar.

Commercial use travel survey (Tech Hub)

- 4.4 An online survey tool, such as Survey Monkey, could be used to distribute the travel survey questionnaires to all employees occupied in the development, as it is more than likely the majority of employees will have access to a computer and have an email account. This method of data collection allows a quick and economic way of distributing, collecting and analysing the travel surveys. The results of the surveys can then be sent to LBRuT for review. A basic paper survey could be handed out to visitors and delivery drivers for completion before they leave the site to establish their mode and travel patterns.

Educational use travel survey

- 4.5 A baseline travel survey will be undertaken within three months of opening. The survey will gather initial information about travel characteristics and perceived travel choices. From this baseline travel survey, the future targets of the Travel Plan going forward can be set.
- 4.6 As the site is education use, the surveys will be carried out by performing a 'Hands Up' survey using the methodology set out in Transport for London's "A Guide to Conducting Hand' up Surveys" (December 2008) prepared by WSP.

- 4.7 After the initial baseline survey, the travel survey will be repeated regularly (as agreed with Richmond Council) to monitor as to whether targets have been achieved and to set new targets going forward.
- 4.8 The results of the travel survey will be uploaded to STAR (School Travel Accredited and Recognised). STAR is a strategic framework that encourages and rewards schools to adopt safer and active travel behaviour. The STAR Accreditation Scheme recognises and rewards schools at one of three levels with travel plans that not only promote safe and active travel but achieve it as well.

Residential use travel survey

- 4.9 A baseline travel survey will be undertaken once 75% of units are occupied or six months after first occupation and the FTP will be updated accordingly.
- 4.10 A questionnaires could be distributed to residents asking them about their travel patterns in order to determine a full modal split. The questionnaire based survey will aim to achieve a minimum response rate of 30% from residents. To seek to achieve this, an advanced warning letter will be issued to residents explaining the need for the surveys as part of the Travel Plan. A reminder postcard could be issued to encourage residents to complete the questionnaires. The first survey will be used to establish the baseline modal split.

5. TRAVEL PLAN OBJECTIVES AND TARGETS

5.1 This section outlines the overarching objectives and the proposed targets.

Aims and Objectives

5.2 This Framework Travel Plan sets out a holistic package of measures aimed at encouraging environmentally sustainable travel choices. The objective is to bring together a co-ordinated approach to encourage the use of non-car transport modes and further encourage walking and cycling modes.

5.3 The implementation of this Framework Travel Plan supports national, regional and local planning legislation which emphasises the importance of sustainable travel. The main objectives of this Framework Travel Plan are set out below in the context of DfT and TfL guidance on Travel Plans:

1. Encourage residents, staff, students and commercial occupiers to make well-informed and sustainable decisions about the way they travel to and from the development;
2. Ensure that residents, staff, students and commercial occupiers are aware of the range of travel choices available to them and address needs for access to a full range of facilities and services – for health, leisure, recreation and shopping;
3. Promote healthy lifestyles and sustainable, vibrant local communities by promoting the health benefits of walking and cycling, and raising awareness on the impacts of transport modes on the environment;
4. Reduce traffic generated by the development by discouraging private car and taxi use; and
5. To promote sustainable practices for the delivery of goods.

Targets

5.4 Targets are used to measure the success of the TP and should be SMART targets. Smart Targets are: Specific, Measurable, Achievable, Realistic and Time-bound.

5.5 The main target of the Travel Plan will be to minimise car trips made to and from the development and to promote the use of alternative, sustainable travel modes. Additional targets could also include:

- Increasing the mode share of cycling to work/ college by 5% within two years of completion of the development.
- Increasing the mode share of employees/students walking to work/school by 10% within one year of the baseline survey being undertaken.
- 80% of residents/employees of the development to be aware of the Travel Plan within three months of full occupation.
- There will be no more than one return residential vehicle trip per day per unit.

6. PROPOSED SCHOOL TRAVEL PLAN MEASURES

- 6.1 A Travel Plan Co-ordinator (TPC) will be appointed who will be responsible for implementing, managing and promoting the FTP to the schools. This FTP will form the basis from which each school based within the development can prepare their own full Travel Plan's. The measures set out in this FTP could be used by the schools.
- 6.2 Measures set out below contribute to increasing the use of sustainable transport by the users of the site.

Walking & Cycling

- 6.3 Walking and cycling to the site will be encouraged through schemes such as walk/cycle to school/work week. Such schemes often show students and staff how feasible it is to access the site by walking and cycling when they may have not thought possible. Further encouragement could be provided by the provision of maps showing safe walking and cycling routes to the site and presentations in classes highlighting the health benefits of walking and cycling.
- 6.4 In accordance to the London Plan FALP (March 2015). To encourage cycling, staff cycle training will be available to encourage safer cycling to the site. LBRuT provides free cycle proficiency training levels 1 and 2 to school years 5 and 6 respectively.

Public Transport

- 6.5 The schools could offer all staff season ticket loans for public transport use. Students are eligible to receive public transport ticket discount from TfL. More information can be found at <http://www.tfl.gov.uk/tickets/default.aspx>

Car Travel

- 6.6 In line with the development plans there will be no allocated on-site parking spaces for students. A total of 220 parking spaces will be provided for staff and visitors of the three schools. The level of visitor and staff parking meets LBRuT maximum parking standards. The proposed provision of parking is lower than what is currently in place relative to staff levels.

Car Clubs

- 6.7 Car clubs provide a useful alternative to owning a private car. Although the site is education use, a car club car may be beneficial to users of the site who may need the occasional use of a car for work related reasons.
- 6.8 Zipcar, one of the world's leading car club companies has four car club parking bays within the vicinity of Twickenham Station, one on London Road, March Road, Station Road and Grosvenor Road. More information can be found at <http://www.zipcar.co.uk/>.

Reducing the Need to Travel

- 6.9 Teaching staff are usually required to be present on working days, however providing staff with the option to home-working, teleconferencing and flexi working provides flexibility allowing some staff members to reduce their need to travel. This practice should be extended to the proposed site.
- 6.10 The site will also have a cafeteria and eating facilities for staff and students, further reducing the need to travel away from the site throughout the day.

Management of Deliveries

- 6.11 To remove the risk of conflict between the students and the servicing vehicles, access will not be permitted between school start and finish times.
- 6.12 The school websites could have information for suppliers providing details of the site whereabouts, the location of servicing bays and the time periods they can access the development. A link to the a map showing the Transport for London Road Network will also be available to encourage suppliers to use the capital's strategic road network rather than local roads.

7. PROPOSED TECH HUB TRAVEL PLAN MEASURES

Marketing and promotion

- 7.1 A TPC will be appointed who will be responsible for implementing, managing and promoting the FTP to commercial occupier (intended to be Haymarket Publishing) of the site. This FTP will form the basis from which the company based within the proposed Tech Hub can prepare their own full Travel Plan's. The measures set out in this FTP could be used by future Tech Hub occupiers.
- 7.2 The TPC will advise the commercial occupiers of the Tech Hub on implementing a range of marketing measures to ensure that all building users are aware of their role in achieving the aims of the FTP and to help to encourage new employees to use sustainable travel alternatives. The following are examples of such measures:
- **Website:** Providing information on the location of the nearest transport links, including local buses and rail stations, cycling routes and Car Club bays on the company website. Information on the purpose of the FTP would also be provided along with the strategies and measures implemented. This would encourage visitors, new members of staff (and potentially interviewees seeking employment) to use sustainable modes of transport.
 - **Intranet:** In addition to the company website, travel information could also be provided on the occupier's intranet which would be accessible by staff. This would provide more targeted information, such as cycle facilities and promotional events.
 - **Notice boards:** Provision of notice boards in the entrance foyers, clearly displaying the information to staff and visitors. This would provide travel information and updates on Improvements and any proposed measures. The notice boards would keep employees and visitors up-to-date with changes in the travel options available which would keep them travelling by sustainable modes and to encourage others to use such modes either for the first time or on a more regular basis.
 - **Forum meetings:** Holding bi-yearly Travel Plan forum meetings or staff meetings within the development to discuss transport matters and any suggested improvements that could be put forward to the TPC. These meetings could be more regular during the early stages of occupation to

help identify the perceived barriers to travelling by certain modes and ways to overcome such barriers at the outset. First forum meeting will be organised by the TPC.

Information packs

7.3 A Travel Information Pack could be prepared by the commercial occupiers in collaboration with the TPC, who will advise them with regards to the sustainable transport modes available. The provision of such information is essential in fostering sustainable travel habits early, before employees settle into unsustainable habits when a sustainable alternative may be more suitable.

7.4 The Travel Information Packs are expected to include the following:

- an explanation of the FTP, its purpose, aims and objectives;
- contact details for the site management team;
- information on the local amenities and services including the location of the nearest car club (Zipcar) bays;
- information on the health benefits of walking and a map showing the accessible areas on foot within typical journey times;
- TfL cycle network maps relevant to Richmond upon Thames including a map of the nearby cycle ways and information on the cycle tools in TfL journey planner;
- information on cycle training available to people working in LBRuT.
- information on travel planning website services such as TfL and DfT journey planners, to raise awareness of transport options, and alternatives in case of delays or cancellations; and
- train and bus service maps and timetables, including late night travel advice, to highlight the services available.

Initiatives to reduce car use and the need to travel

7.5 The provision of a secure cycle parking together with changing rooms and shower facilities will encourage employees to cycle to work rather than commute by car.

7.6 Further methods to reduce the need to travel include conference calling, this lets employees attend meetings in their own office mitigating the need to travel.

Employees who are provided with remote login services have more flexibility allowing them to work from home or other locations removing the need to travel.

Measures to encourage cycling

- 7.7 Cycling forms an important part of the Mayor's Transport Strategy for London, particularly as the road network and public transport network become more congested and the challenge to provide additional capacity becomes more difficult. It is often the fastest mode of travel in congested networks and offers opportunities for exercise and the associated health benefits. It has the potential to form an important role with regards to short local trips as well as longer trips to employment and leisure locations within central London and the surrounding areas.
- 7.8 As part of the Travel Information Pack, information could be provided to employees showing the areas within cycling distance of Richmond Education and Enterprise Campus. This will complement the London Cycle Network Maps that will also be provided in the information pack. Occupiers will also be made aware by the TPC of the additional cycle tools available using the TfL journey planner software.
- 7.9 The TPC will also advise the occupiers on the following measures that could encourage cycling by the staff:
- **Route maps**: Provision of cycle route maps to staff so that they are aware of the opportunities available to them.
 - **Cycle training**: Provision of information on cycle safety training or refresher courses offered by the Council and privately, for less confident cyclists to encourage them to take up cycling within 12 months of first occupancy. The aim of the courses will be for new cyclists to gain confidence to use London's busy roads as well as advising on good cycling techniques, so encouraging staff to take up cycling.
 - **Bikes4Work scheme**: Provision of interest free loans to purchase a bicycle free of tax to their staff.
 - **Bicycle Users Group**: Setting up a bicycle users group for employees to provide a useful forum to bring together cyclists within the development so that they can share best practice and information, and organise

promotional events. This forum could also encourage experienced cyclists to become a 'buddy' for new or less confident cyclists.

- **Promotional events:** Promotion and organising events to encourage staff to cycle to work. These could include service and repair sessions, free breakfasts for cyclists and promoting National Bike Week.

Promotion of public transport

7.10 The TPC will inform the occupiers regarding the following initiatives that could be considered to assist building users to use the public transport network:

- **Route maps:** Making public transport information, including bus route maps and timetables, available to all staff to highlight the services available. In particular, this would assist in informing staff of the most efficient way to travel to meetings and other business-related journeys.
- **Travel Planning Service:** Organising personalised staff travel planning sessions to provide information, such as those provided by TfL and DfT online journey planners to raise awareness of transport options, and alternatives in case of delays or cancellations.
- **Interest-free season ticket loans:** Provision of interest-free season ticket loans to staff. This would reduce the financial burden of travelling by public transport.

Promotion of sustainable practices for deliveries

7.11 The baseline survey will collect information on the delivery patterns and the TPC will advise the occupiers about the following measures that could be implemented to make the servicing operations more sustainable:

- **Consolidating deliveries**: Discussing the feasibility of consolidating deliveries which would involve combining and reducing the number of vehicle trips with the delivery operators.
- **Green vehicles**: Use of hybrid, electric and other low carbon emission vehicles that are less harmful to the environment. Encouraging the use of delivery and collection companies which use green vehicles.
- **Time restrictions**: Restricting deliveries taking place during the peak traffic hours to help reduce congestion on local roads.

8. PROPOSED RESIDENTIAL TRAVEL PLAN MEASURES

- 8.1 This chapter sets out measures which could be implemented to bring together a co-ordinated approach to encourage Travel Plan residents use to sustainable modes of transport.

Physical Design

- 8.2 'Hard' engineering measures will be incorporated into the design of the development which will influence travel patterns, and will have a significant impact upon reducing dependence upon the private car from the outset. It should be noted that appropriate hard engineering measures will be provided during the construction and landscaping within the development prior to occupation and will be funded by the developer.
- 8.3 Electric car charging points – Electric car charging points will be available within the development car park. A minimum provision of 20% of car parking bays will be fitted with electric vehicle charging points (EVCP). A further 20% of spaces will have a passive EVCP provisions enabling further electric car charging facilities to be provided readily following a request from residents in the future.
- 8.4 Cycle parking provision - The proposed development will provide secure cycle parking which will meet the London Plan (March 2015) minimum standards.

Provision of Travel Information

- 8.5 Informing future residents of the range of travel choices available to them and the Travel Plan measures which will be implemented at the development will be key to the success of the Travel Plan. The ways in which travel information would be provided are set out below. Electronic versions of the travel information could also be made available.
- 8.6 Travel Information Pack - containing travel information would be provided to each household and commercial occupier before they move into the development. Providing this information in advance ensures that residents become aware of the various modes of transport and existing services that are available to them at the earliest opportunity.

8.7 The packs are expected to include the following:

- an explanation of the Travel Plan, its purpose, aims and objectives;
- contact details for the estate management team;
- information on the local amenities and services including the location of the nearest car club bay;
- information on the health benefits of walking and a map showing the accessible areas on foot within typical journey times;
- TfL cycle network maps relevant to Richmond including the map of the nearby cycle superhighway and information on the cycle tools in TfL journey planner;
- information on cycle training available to people living or working in LBRuT.
- information on travel planning website services such as TfL and DfT journey planners, to raise awareness of transport options, and alternatives in case of delays or cancellations; and
- train and bus service maps and timetables, including late night travel advice, to highlight the services available.

8.8 Community noticeboards - providing travel and community information to residents within the site would be placed in convenient locations. Maps of the immediate local area will be displayed on the communal notice boards identifying locations of cycle parking, car club bays and public transport service access points. The noticeboards will also be used to inform residents of any new travel initiatives or events organised by the TPCs.

8.9 Personalised Journey Planner - To further inform residents of the travel options available, the TPC could discuss travel requirements with residents and provide information on possible routes for residents travelling to work, schools and other key facilities. The personalised journey planning service would also extend to cover the specific journey planning requirements of mobility impaired persons residing within the site.

Initiatives to encourage walking

8.10 To further encourage walking as a main mode of transport for local trips, the following measures could be implemented by the TPCs:

- Promotional material - Walking will be promoted within the Travel Packs which will be issued to residents. This could include the health benefits of walking and highlight the network of walking routes in the local area.

Initiatives to encourage cycling

8.11 The proposed development will include cycle parking facilities and cycle information will be provided to residents within their Travel Packs. The Travel Plan measures to encourage cycling could include:

- Cycle parking - The proposed development will provide secure cycle parking which will meet the London Plan (March 2015) minimum standards, this provision will include spaces for visitors.
- Cycle maps and routes - Cycle Information, including cycle maps showing key routes and other facilities such as local cycle parking locations and cycle shops, would be provided to residents in their Travel Packs and also on the community noticeboards.
- Cycle training - LBRuT offer cycle training to anyone who works, studies or live in the borough. The training is one-to one and costs £10 for a 90 minute sessions. This will help new cyclists to gain confidence and develop skills. This helps them to understand and cycle the safest and most convenient route. The cycle training would be promoted by the SMT / TPCs.

Initiatives to encourage the use of public transport

8.12 The site is accessible by public transport and has a PTAL of 1b/2. Future residents will be made aware of the full range of buses, national rail and LUL services available to them through the following measures:

- Promotional material - Public transport information, such as route maps, timetables and fares, would be included in the Travel Packs.
- Journey planners - Links to the TfL and National Rail journey planners will be promoted within the Travel Packs.

9. MANAGEMENT, MONITORING AND ACTION PLAN

Travel Plan Co-ordinator

9.1 A Travel Plan Co-ordinator (TPC) will be appointed to oversee the FTP for the whole development and to liaise with key staff at each of the occupiers of the development i.e. College, Secondary School, Special Needs School, Residential and 'Tech Hub', who will be responsible for implementing, managing and promoting Travel Plans in their organisations/residents.

9.2 The responsibilities of the TPC's would include the following:

- Implement the various marketing and promotional measures and campaigns as set out in the full Travel Plan.
- Liaise with the occupiers to ensure they are aware of the objectives and initiatives of the full Travel Plan.
- Produce up-to-date information on walking, cycling and public transport.
- Undertake manual ad-hoc inspections to monitor the use of car and cycle parking.
- Coordinate the travel surveys and monitor reports prepared by the various occupiers of the development.
- Produce a Travel Plan summary reports for the development at intervals agreed with Richmond Council.

Monitoring

9.3 The monitoring of the TP will be undertaken in line with the iTRACE compliant methodology. Therefore, a workplace, school and residential iTRACE travel survey will be undertaken within six months of occupation or when 75% of the developments have been occupied (whichever comes soonest). This will ascertain the baseline travel patterns and help set travel mode split targets. The actual targets will be set following the result of the initial survey.

9.4 The surveys will be commissioned by TPC and will take place in years 1, 3 and 5 after the initial baseline survey. The TPC will examine the survey results against the Travel Plan targets and produce a monitoring report which will be submitted to LBRuT for input into iTRACE.

Action plan

- 9.5 This section includes a check list of the proposed measures detailing who will be responsible for ensuring that the actions identified in previous sections are delivered. The Action Plan is included in Table 9.1. The proposed measures have been linked to the overall objectives of the FTP. This action plan has been design for the overall proposed development, the action plans in the Travel Plans produced for each of the uses will be more detailed.

Table 9.1: Action Plan

| Objective | Measures/Actions | When | By Whom |
|---|--|--|----------------|
| Raise awareness of sustainable modes of travel available | Appoint named Travel Plan Co-ordinator. | Prior to first occupation | Developer |
| | Provide Information Packs. | Upon occupation | TPC |
| | Provide Information Packs. | Upon occupation | TPC |
| To ensure Travel Plan is monitored and targets are being met. | Ensure baseline surveys are undertaken by the occupiers of the various elements of the development | Within agreed periods following occupation or when 75% of units are occupied | TPC |
| | Ensure TRAVL compliant survey and monitoring reports are prepared | Years 1, 3 and 5 following the baseline surveys of each occupier | TPC |

10. SECURING, ENFORCEMENT AND FUNDING

Enforcement

- 10.1 The Travel Plan for each element of the development will be reviewed after five years at which point if targets have not been achieved, possible amendments will be agreed between LBRuT, the TPC and the operator of the College/Secondary School/Special Educational Needs School/Tech Hub or Residential development.

Funding and securing the Travel Plan

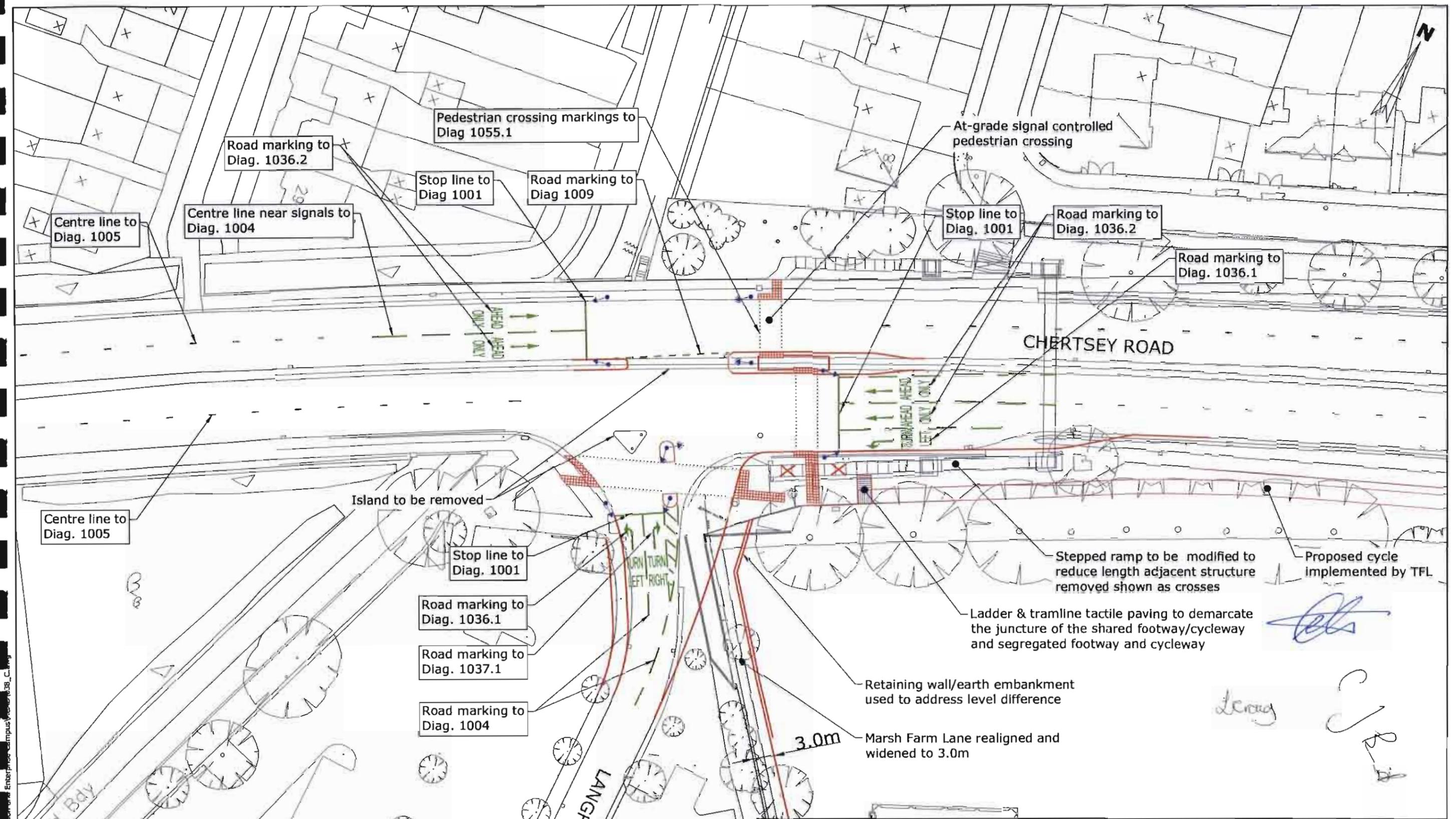
- 10.2 The Travel Plan for each element of the development will be secured through planning conditions / s.106 obligations arising from the detailed and outline planning applications for the separate elements of the development proposals.
- 10.3 The Travel Plan measures will be funded by the operators of the various elements of the development / the developer of Residential site.

APPENDIX 6

GENERAL ACCESS IMPROVEMENT APPROVED DRAWINGS

1. Save as otherwise agreed with the Council, the following drawings have been approved (save where indicated) in respect of the following:

| General Access Improvements | |
|------------------------------------|--|
| Ref 30713/AC/038_C | A316 Chertsey Road / Langhorn Drive junction |
| Ref 30713/AC/035 (unapproved) | Langhorn Drive mini-roundabout kerb realignment |
| Ref 30713/AC/040 | Secondary School access on Egerton Road |
| Ref 30713/AC/041 | Special Educational Needs School access on Egerton Road |
| College Access Improvements | |
| Ref 30713/AC/042 | Craneford Way Access |



Key:

- ➔ - Preliminary location of primary signal head
- ➔ - Preliminary location of secondary signal head

This drawing has been prepared for planning purposes and should not be used for construction.

BASED ON ORDNANCE SURVEY MARKING AND REPRODUCED BY TRANSPORT PLANNING PRACTICE WITH THE PERMISSION OF THE CONTROLLER OF HMSO © CROWN COPYRIGHT
 Based on 3Sixty Measurements TOPO layout, drawing number 07404-01D, TPP REF - IN_11.

RICHMOND EDUCATION AND ENTERPRISE CAMPUS

A316/Langhorn Drive Junction

SCALE @ A3 1:500
 0 5 10m

DATE 10/12/15
 DRAWN BY LD
 CHECKED CR

TRANSPORT PLANNING PRACTICE

70 Cowcross Street
 London, EC1M 6EL

t: 020 7608 0008
 w: www.tppweb.co.uk

DRAWING NUMBER 30713/AC/038
 REV C





RICHMOND EDUCATION AND ENTERPRISE CAMPUS

Langhorn Drive mini-roundabout kerb realignment

TRANSPORT PLANNING PRACTICE

70 Cowcross Street
London, EC1M 6EL
t: 020 7608 0008
w: www.tppweb.co.uk



| | | | | | | |
|------------------------|-------|------------------|----------------|---------------|--------------------------------|----------|
| SCALE @ A3 0 2.5 5m | 1:250 | DATE 19/05/15 | DRAWN BY TC | CHECKED CR | DRAWING NUMBER 30713/AC/035 | REV - |
|------------------------|-------|------------------|----------------|---------------|--------------------------------|----------|

This drawing has been prepared for planning purposes and should not be used for construction. It should be read in conjunction with TPP e-mail of 19/05/15.

Based on Atkins layout, drawing number 5137894-ATK-ZZ-DR-A-9200 - 09, TPP REF - IN_62.

T:\projects\Richmond Education Enterprise Campus\30713\35.dwg

A316 CHERTSEY ROAD

EGERTON ROAD



Existing access modified to create a bellmouth junction

Existing gate to remain

Master plan Layout of development site show for information

School Parking (40)

Cycles

LCraig
[Signature]

C/BA

RICHMOND EDUCATION AND ENTERPRISE CAMPUS

Secondary school access on Egerton Road

TRANSPORT PLANNING PRACTICE

70 Cowcross Street
London, EC1M 6EL
t: 020 7608 0008
w: www.tppweb.co.uk



| | | | | | | |
|------------------------|-------|------------------|----------------|---------------|--------------------------------|----------|
| SCALE @ A3 0 2.5 5m | 1:250 | DATE 11/06/15 | DRAWN BY LD | CHECKED CR | DRAWING NUMBER 30713/AC/040 | REV - |
|------------------------|-------|------------------|----------------|---------------|--------------------------------|----------|

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BASED ON ORDNANCE SURVEY MAPS AND REPRODUCED BY TRANSPORT PLANNING PRACTICE WITH THE PERMISSION OF THE CONTROLLER OF HMSO © CROWN COPYRIGHT
Based on drawing number 150515 Illustrative Masterplan TPP REF - IN_62 & drawing number 07404-01D Topo. TPP REF - In_11

Project: Richmond Education and Enterprise Campus



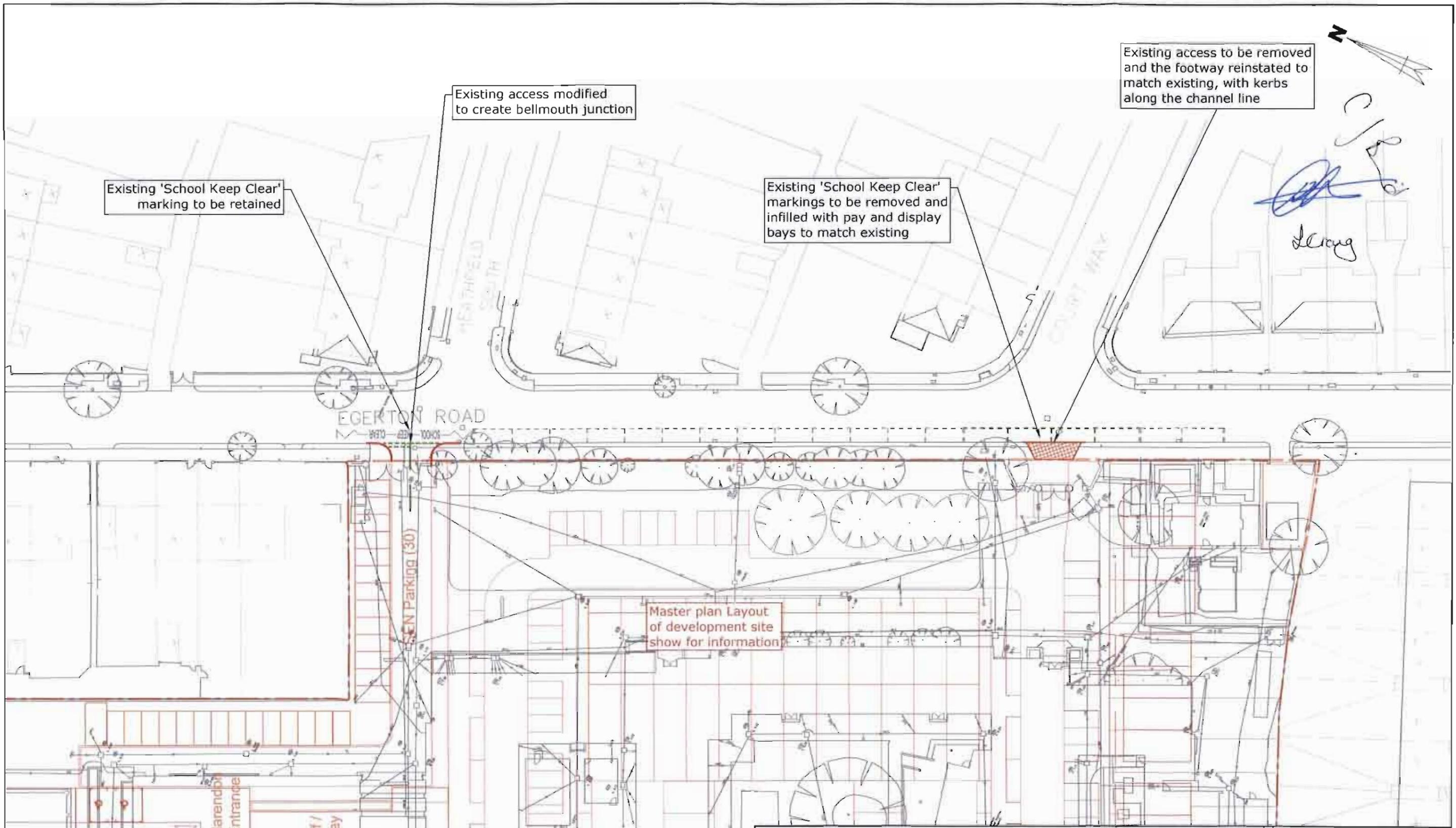
LD
CR

Existing access to be removed and the footway reinstated to match existing, with kerbs along the channel line

Existing 'School Keep Clear' markings to be removed and infilled with pay and display bays to match existing

Existing access modified to create bellmouth junction

Existing 'School Keep Clear' marking to be retained



Master plan Layout of development site show for information

Clarendon Entrance
Drop Off / Pick Up Play

SEN Parking (30)

EGERTON ROAD

FEATHERFIELD SOUTH

COURT WAY

| | | | |
|---|------------------|---|---------------|
| RICHMOND EDUCATION AND ENTERPRISE CAMPUS | | TRANSPORT PLANNING PRACTICE | |
| Special needs school access on Egerton Road | | 70 Cowcross Street London, EC1M 6EL | |
| Based on drawing number 150515_ Illustrative Masterplan. TPP REF - IN_62 & drawing number 07404-01D Topo. TPP REF - In_11 | | t: 020 7608 0008 w: www.tppweb.co.uk | |
| SCALE @ A3 0 5 10m | DATE 11/06/15 | DRAWN BY LD | CHECKED CR |
| DRAWING NUMBER 30713/AC/041 | | | REV - |

This drawing has been prepared for planning purposes and should not be used for construction.

T:\projects\03 Richmond Education Enterprise Campus\0 - 04 Planning

Master plan Layout
of development site
show for information

N

CRANEFORD WAY

Existing access to be removed
and the footway to be reinstated
to match existing, with kerbs
along the channel line

LD
CR

CR

RICHMOND EDUCATION AND ENTERPRISE CAMPUS

Craneford Way access

TRANSPORT PLANNING PRACTICE

70 Cowcross Street
London, EC1M 6EL
t: 020 7608 0008
w: www.tppweb.co.uk



DRAWING NUMBER 30713/AC/042
REV -

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REF - IN_62
& drawing number 07404-01D Topo. TPP REF - In_11

SCALE @ A3 1:250
0 2.5 5m

DATE 11/06/15

DRAWN BY LD

CHECKED CR

This drawing has been prepared for planning purposes and should not be used for construction.

T:\Projects\3 Richmond Education Enterprise\0 - 0

APPENDIX 7

RIGHT OF ACCESS

"...the right for [the College] and its successors in title and those authorised by them to pass with or without vehicles, plant and machinery over and along that part of Langhorn Drive...for all purposes in connection with the construction of the Development..."

and

"All reasonable and appropriate rights to [the College] and its successors in title to enable the construction of the Development and accompanying infrastructure and services..."

and

"To the extent that Harlequins has legal title, the right for [the College] and its successor in title and those authorised by it to pass with or without vehicles at all times and for all purposes from the private unadopted road known as Langhorn Drive to the Western boundary of the [College's] Property"

APPENDIX 8
PHASING SCHEME

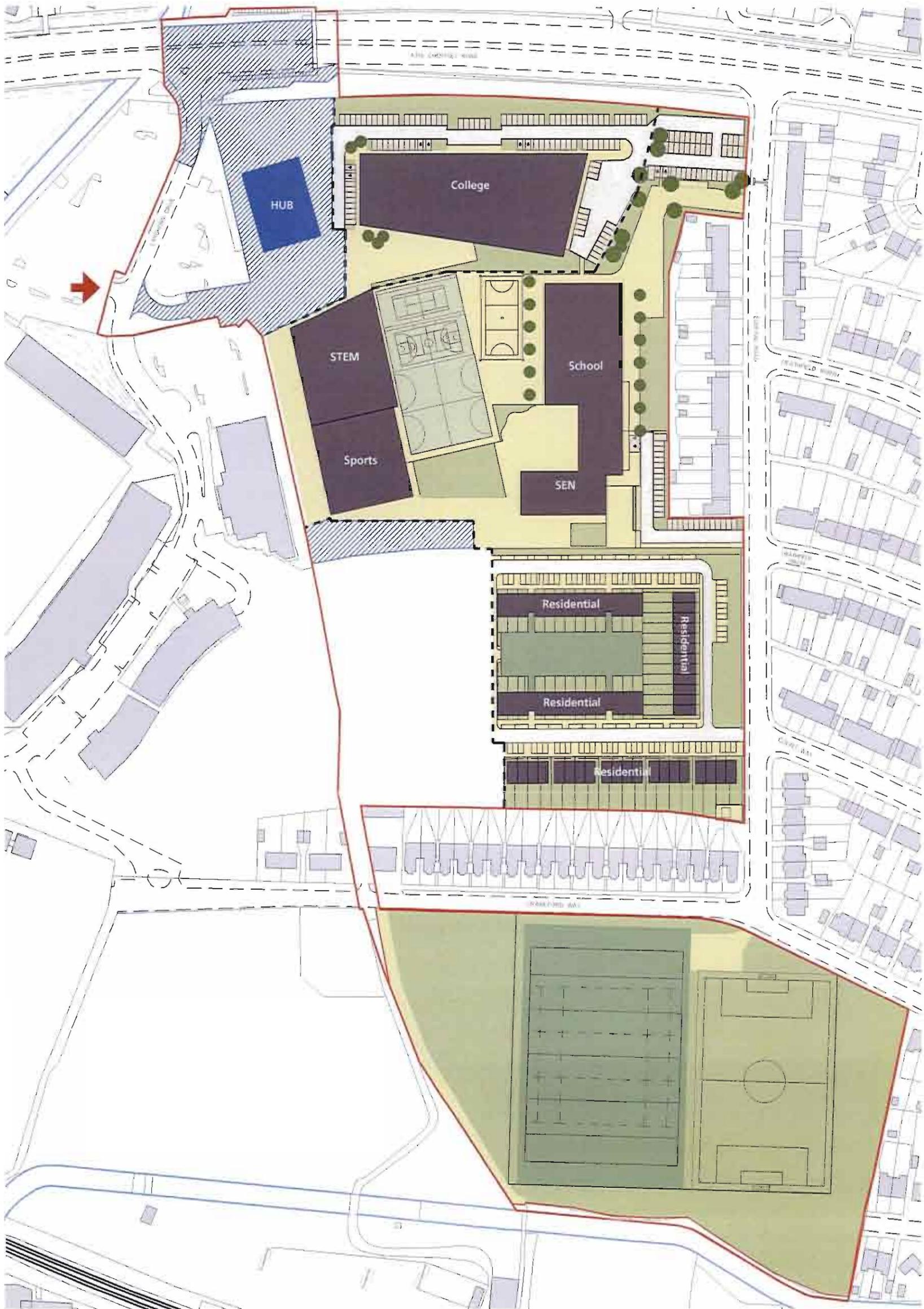


Phase 2c
Decan into Sports and STEIM building

Phase 2d
Demolition of Sports building and temporary changing building
Demolition of Brick, Coric, Engine, E Block and Q Block
Temporary route for residential site established and controlled by contractor

Handwritten signatures and initials in blue ink.

- Existing Buildings
- Buildings to be Demolished
- Buildings under Construction
- New Buildings
- Construction Area
- Construction Hoarding
- Construction Vehicle Access



Phase 3a

Construction of Haymarket

Upgraded junction on to A316

Langhorn Drive road widening and realignment & Marsh Farm Lane from STEM to Sports, including Newhouse

MUGA and Sports car park

Handwritten signatures and initials:
 Craig
 [Signature]
 [Signature]

- Existing Buildings
- Buildings to be Demolished
- Buildings under Construction
- New Buildings
- Construction Area
- Construction Hoarding
- Construction Vehicle Access

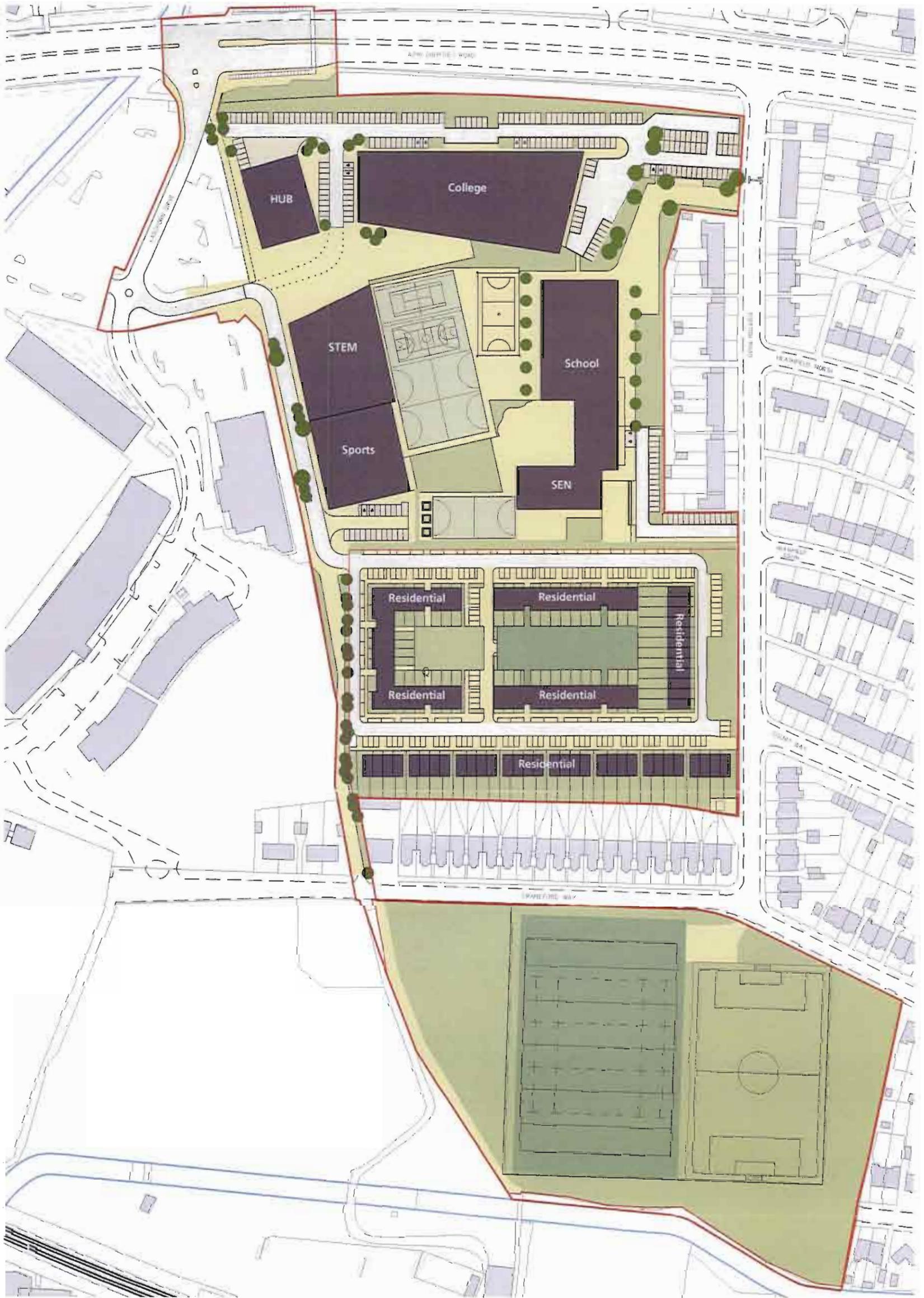


Phase 3b
 Construction of Phase 2 residential.
 Permanent residential access established.

Phase 3c
 Marsh farm lane (playing fields to sports centre)

Handwritten signatures and initials:
 Henry
 [Signature]
 [Signature]
 C

- Existing Buildings
- Buildings to be Demolished
- Buildings under Construction
- New Buildings
- Construction Area
- Construction Hoarding
- Construction Vehicle Access



Handwritten signatures and initials in blue ink.