

FORSTERS

DATED

17th March

2017

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
RICHMOND UPON THAMES

(2) RUGBY FOOTBALL UNION

AGREEMENT PURSUANT TO S.106 OF THE TOWN AND COUNTRY PLANNING
ACT 1990

relating to

Land at Twickenham Rugby Football Union Stadium, Whitton Road,
Twickenham, TW2 7BA



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DATE *17th March 2017*

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre, 44 York Street, Twickenham, TW1 3BZ ("**Council**")
- (2) **RUGBY FOOTBALL UNION** of Rugby House, Twickenham Stadium, 200 Whitton Road, Twickenham, TW2 7BA ("**RFU**")

RECITALS

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated.
- (B) RFU is the freehold owner of the Site.
- (C) The RFU submitted the Application to the Council.
- (D) On 14 December 2016 the Council by its planning committee resolved to grant the Permission subject to conditions and the completion of this Agreement.

OPERATIVE PROVISIONS

1. STATUTORY POWERS

- 1.1 This Agreement is a planning obligation for the purposes of section 106 of the 1990 Act. It is acknowledged by the Parties that the obligations contained within it are binding on the Site in the manner set out at Clause 2.
- 1.2 The obligations at clause 5 are enforceable by the Council as local planning authority against the RFU.
- 1.3 The obligations at clause 6 are enforceable against the Council by the RFU.

2. LAND BOUND AND ENFORCEABILITY

- 2.1 Subject to Clauses 2.2, 7 and 8 the obligations and restrictions under clauses 5 and 10 bind the RFU's interest in the Site.
- 2.2 The obligations and restrictions in this Agreement shall not be binding upon or enforceable against:
 - (a) any person who acquires any part of the Site or interest therein for the purposes only of the supply of electricity, gas, water, drainage, telecommunications services, or public transport services; and/or

(b) temporary uses for construction purposes or other temporary purposes.

3. GENERAL PROVISIONS

3.1 Definition and Interpretation

In this Agreement, including the recitals, unless the context otherwise requires, the following words and expressions shall have the meanings shown:

1990 Act	the Town and Country Planning Act 1990
Agreement	this deed of agreement entered into pursuant to section 106 of the 1990 Act
Application	the planning application for the Development given reference number 16/2611/FUL by the Council
BCIS Index	the national all-in tender price index published from time to time by the Building Cost Information Service of the Royal Institution of Chartered Surveyors
Business Day	a day other than a Saturday or a Sunday or public holiday in England and Wales or the period between 24 December and 1 January inclusive and " Business Days " shall be construed accordingly
Business Improvement District	www.trytwickenham.com or such successor website as notified in writing by the Council to the RFU
Carbon Offset Contribution	The sum of £89,168.40 Indexed as a contribution towards the Council's Carbon Offset Fund
CAVAT Tree Replacement Payment	Payment the sum of £87,178 as a contribution towards new tree planting
Community Liaison Officer	a community liaison officer employed by the RFU and reporting jointly to the RFU and the Council to be the principal point of contact between local residents, local amenity groups, residents associations, users of the RFU Stadium, the RFU and the Council in dealing with any issues arising from the construction and/or use of the Development, fulfilling the roles and duties set out in Appendix 3.
Community Use	the agreement to be entered into between the RFU, the Council and such other parties as are necessary setting out the

Agreement

formal arrangements for community access to facilities at the RFU Stadium, which shall include details of:

- (a) the framework for liaising with RCVS concerning community use of the RFU Stadium;
- (b) the advertising and promotion of the availability of space within the RFU Stadium for use by the community; and
- (c) the types of space and associated charges for use of those spaces by the community at the RFU Stadium including details of a minimum 70 bookings to be made available at nil charge for use by the community on an annual basis.

CLO Bond

means a bond in the sum of £24,000 in total to be made available to the Council for the purposes of appointing a new Community Liaison Officer if required in accordance with paragraph 6 of Schedule 1, such bond sum to be available on a sliding scale commensurate with the duration of the term of the Community Liaison Officer remaining when drawn down

Development

the development of the Site pursuant to the Permission as follows: structural alterations to, and extension of, the existing RFU Stadium East Stand to accommodate additional floorspace for the provision of hospitality (corporate hospitality and debenture hospitality), conferencing and banqueting and other associated works and formation of changes to an existing access on Rugby Road

**East Stand
Development
Monitoring Group**

a group responsible for monitoring construction work and associated community liaison in respect of the Development to be co-ordinated by the Community Liaison Officer, with such membership and on such terms as set out in Appendix 3

**Employment and Skills
Plans**

plans prepared by or on behalf of the RFU setting out the means by which the RFU and the Council shall work together to maximise employment and training opportunities for Local People and Local Businesses (1) during the construction of the Development pursuant to the Permission; and (2) the operation of the Development after construction

Energy Strategy Definition	the Energy Statement revision 9 submitted to the Council on 21 October 2016
Financial Contribution	Any financial payment made by the RFU to the Council pursuant to this Agreement
FORCE	Friends of the River Crane environment
Identified Trees	the 2 street trees which are shown by red markings on drawing number 15735/006/P02 at Appendix 4 and are to be felled in order to facilitate the Development
Implement	the carrying out on the Site or on a specified part of the Site of a material operation (as defined in section 56(4) of the 1990 Act) (including a change of use) comprised within the Development, save that for the purposes of this Agreement, works of demolition, excavation, archaeological works, site surveys, site preparation, environmental preparatory works, the erection of fencing to enclose the Development or any part of the Development or the laying or provision of any services and/or services diversion works on or under the Development or any part of the Development, the laying out of roads for construction purposes, and other non-permanent works preparatory to the construction of buildings, structures or roads shall not be deemed to be carrying out of a material operation for the purposes of this Agreement and the words " Implemented " and " Implementation " shall be construed accordingly
Index Linked	linked to the Relevant Index in accordance with clause 9 and " Indexed " and " Indexation " shall be construed accordingly
Large Non-Major Event Days	days when there are activities at the RFU Stadium on which there are anticipated to be more than 3,000 spectators or delegates but fewer than 30,000 spectators or delegates in attendance
Large Non-Major Event Days Travel Plan	the travel plan for Large Non-Major Event Days at the RFU Stadium
Local Businesses	businesses whose established place of business is in the London Boroughs of Richmond upon Thames or Hounslow, or the Borough of Elmbridge

Local People	<p>persons:</p> <p>(a) whose principal or only home is in the London Boroughs of Richmond upon Thames or Hounslow, or the Borough of Elmbridge; and/or</p> <p>(b) who are students currently enrolled at St Mary's University, Twickenham.</p>
Maintenance Shed	the shed used for storage of maintenance equipment used for the upkeep of the RFU Stadium as shown on the plan at Appendix 5
Major Event Days	days when there are activities at the RFU Stadium on which more than 30,000 spectators are anticipated to be in attendance
Major Event Days Travel Plan	the travel plan for Major Event Days at the RFU Stadium
Metropolitan Open Land	the land in the vicinity of the Site designated as metropolitan open land as shown at Appendix 6
Occupation	occupation of the Development for any purpose permitted by the Permission, but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display, and the words " Occupy " and " Occupied " shall be construed accordingly
OLO	the off-site licensed operator locations providing hospitality on Major Event Days as listed at Appendix 7
Parties	the parties to this Agreement, and those deriving title through and under them, and " Party " shall mean any one of them
Permission	the planning permission for the Development, a draft of which is at Appendix 2
Photovoltaic Panels	the photovoltaic panels intended to be provided at the RFU Stadium designed to achieve or exceed 79kW peak capacity and designed to achieve or exceed a carbon reduction target of 35.76 tonnes as set out in the approved Energy Statement Revision 9 submitted as part of the Application

RCVS	Richmond Upon Thames Council for Voluntary Service
Relevant Index	<p>the following specified indices, or, in the event that the index in question ceases to be published or if the basis on which it is calculated is altered to a material extent, such other index which most closely resembles it to be agreed between the Parties;</p> <p>(a) in the case of Zebra Crossing Contribution, the BCIS Index; and</p> <p>(b) in the case of the Carbon Offset Contribution and the Traffic Management Order Contribution, the Retail Price Index</p>
Retail Price Index	the all items retail prices index as published by the office of national statistics to include any applicable local or regional weighting or, if that index ceases to be published, such alternative index which it most closely resembles as agreed between the Parties
RFU Stadium	Twickenham Rugby Football Union Stadium, Whitton Road, Twickenham shown edged blue and red on the plan at Appendix 1 of which the Site forms the East Stand
RFU Website	www.englandrugby.com or any such successor website
Site	the land the subject of the Application, shown edged red on the plan at Appendix 1 forming part of the land registered with freehold title at the Land Registry under title number MX92814
Small Non-Major Event Days	days when there are activities at the RFU Stadium at which there are anticipated to be fewer than 3,000 spectators or delegates in attendance
Small Non-Major Event Days Travel Plan	the travel plan for Small Non-Major Event Days at the RFU Stadium
Third Party	any person who is not a party to this Agreement.
Town Centre Signage	signage to be provided at the Site on Major Event Days, or alternatively on land at the RFU Stadium within the control of the RFU promoting facilities within the town centre of Twickenham and indicating the direction and distance to

Twickenham St Margaret's Richmond Whitton and Hounslow town centres

Traffic Management Order Contribution	the sum of £3,000 in reimbursement of the Council's costs associated with footway closure and temporary relocation of a pedestrian crossing during the implementation of the Development
Travel Plans	the Major Event Day Travel Plan the Large Non-Major Event Day Travel Plan and the Small Non-Major Event Travel Plan together and which for the avoidance of doubt will include travel arrangements and patterns of travel to and from the Stadium by both visitors and staff employed at the Stadium
Tree Removal Contribution	the sum of £9,777.20 towards the cost of felling the Identified Trees and associated paving works
Vehicle Charging Points	the 14 active and 42 passive electric car charging points to be provided as part of car parking spaces at or within the vicinity of the RFU Stadium as part of the Development
World Rugby Museum	The museum dedicated to the history of world rugby currently located with the East Stand of the RFU Stadium
Zebra Crossing Works	The relocation of the dropped kerb and vehicular crossover as shown on drawing number 15735/006/P02 appended hereto at Appendix 4
Zebra Crossing Contribution	the cost of the Zebra Crossing Works being the temporary removal and its subsequent restoration after the completion of the implementation of the Development of an existing zebra crossing and its replacement during the implementation of the development by a temporary zebra crossing in its vicinity such sum to be agreed between the Parties acting reasonably prior to the contribution being due

3.2 In this Agreement a reference to:

- (a) a document is a reference to that document as modified from time to time;
- (b) a person includes a reference to a government, state, state agency, corporation, body corporate, association or partnership;

- (c) a person includes a reference to that person's legal personal representatives successors and assigns;
 - (d) words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done; words placing a Party under a restriction, include an obligation not to cause, permit, or suffer any infringement of the restriction;
 - (e) the Council includes any successor to the Council as local planning authority and/or highway authority;
 - (f) the RFU shall include those deriving title through and under it.
- 3.3 The Interpretation Act 1978 shall apply to this Agreement.
- 3.4 Where in this Agreement reference is made to a part, clause, paragraph, schedule, table, covenant, obligation or recital, such reference (unless the context suggests otherwise) is a reference to a part, clause, paragraph, schedule, table, covenant, obligation or recital in this Agreement.
- 3.5 Where in a schedule reference is made to a paragraph, the reference is to a paragraph in the schedule in which it occurs, unless otherwise specified.
- 3.6 References to the singular shall include the plural and vice versa.
- 3.7 Reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 3.8 The clause headings and contents list in this Agreement are for convenience only and do not form part of the Agreement.
- 3.9 Where this Agreement refers to agreement or approval or consent or expression of satisfaction being required or requested by one Party from another Party, such agreement or approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 3.10 Any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be in writing.
4. CONDITIONALITY
- 4.1 This Agreement shall not take effect until the Permission has been granted for the Development

5. RFU COVENANTS

The RFU covenants with the Council as set out in Schedule 1.

6. COUNCIL COVENANTS

The Council covenants with the RFU as set out in Schedule 2.

7. RELEASE AND LAPSE

7.1 Save for antecedent breaches, no person shall be liable for any breach of the terms of this Agreement after it has parted with its interest in the Site.

7.2 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in way be deemed to be affected or impaired.

7.3 If the Permission shall expire before Implementation or shall at any time be revoked, this Agreement shall forthwith determine and cease to have effect.

7.4 Where the Agreement comes to an end under clause 7.3:

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

(b) any unspent monies paid under this Agreement to the Council are to be returned to the party that made the payment within 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.

8. SUBSEQUENT PLANNING PERMISSIONS

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Agreement and the obligations in this Agreement shall not apply to any development carried out under any such permission except (1) any planning permission that has to be granted in order that an obligation in this Agreement can be fulfilled; and (2) any planning permission granted under section 73 of the 1990 Act to vary conditions of the Permission and any planning permission granted under the said section 73 shall be bound by the obligations of this Agreement and read as one with the Permission for the purposes of this Agreement.

9. INDEX LINKING

Where any amount in this Agreement is to be Index Linked then the calculation of the application of the Relevant Index to that amount shall be in accordance with the following formula:

Amount after indexation = $A \times B/C$

Where:-

A = the amount to be indexed

B = the Relevant Index at the date at which the amount is due to be paid

C = the Relevant Index at the date of this Agreement

10. INTEREST

Where any sum payable under the provisions of this agreement is not paid by the date it is due there shall be added to such payment at 4% above Barclays Bank Base Rate calculated on a daily basis from the date that payment was due to date of actual payment

11. LEGAL COSTS

The RFU covenants with the Council that it will on the date of this Agreement pay the Council's reasonable legal costs in connection with the negotiation of this Agreement.

12. DISPUTE RESOLUTION

12.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Agreement, the same may be referred (by any Party within 10 Business Days of notifying the other relevant parties) to an Expert, such Expert to act as an expert and not as an arbitrator, and whose decision shall be final and binding on the Parties (as appropriate) and whose costs shall be in his award and the Expert shall be of at least 10 years standing in his field of expertise.

12.2 The Expert shall be:

- (a) if such dispute shall relate to matters concerning construction, interpretation and/or the application of this Agreement, an independent barrister or a solicitor;
- (b) if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Agreement, a chartered accountant;
- (c) if such dispute shall relate to the valuation of any interest or estate in any part of the Site, a chartered surveyor;

- (d) if such dispute shall relate to matters of employment a person with an appropriate qualification in Human Resources or other similar discipline;
- (e) If such dispute shall relate to matters of renewable energy a person with appropriate professional qualifications in that field;
- (f) in any other case (at the discretion of the President of the Chartered Institute of Arbitrators) either an architect or civil engineer.

12.3 If the Expert nominated pursuant to clause 12.1 shall die or decline to act another Expert may be appointed in their place.

12.4 Unless the Expert directs otherwise the costs of the relevant application shall be divided equally between the parties to the relevant dispute.

12.5 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Business Days from the date of his appointment to act.

12.6 The Expert shall be required to give notice to each of the said parties to the dispute inviting each of them to submit to him within 10 Business Days written submissions and supporting material and shall afford to the said parties an opportunity to make counter submissions within a further five Business Days in respect of any such submission and material and his decision shall be given in writing within 20 Business Days of his appointment with reasons and in the absence of manifest error shall be binding on the said parties.

13. LOCAL LAND CHARGE

13.1 The Council shall as soon as reasonably practicable register this Agreement as a local land charge in respect of the Site.

13.2 The Council shall upon written request from the RFU effect a cancellation of any entry made in the Local Land Charges Register in relation to this Agreement after the obligations of the RFU have been performed or discharged.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person other than the Parties is intended to have any rights under or be able to enforce the provisions of this Agreement by virtue of the Contract (Rights of Third Parties) Act 1999.

15. NOTICES

15.1 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.

- 15.2 Any notice, demand or any other communication served on the RFU is to be sent to the address set out at the beginning of this Agreement marked for the attention of the Company Secretary or to such other address as the RFU may notify the Council in writing at any time as its address for service.
- 15.3 Any notice, demand or any other communication served on the Council is to be sent to The London Borough of Richmond of Thames, The Civic Centre, 44 York Street, Twickenham, TW1 3BW and marked for the attention of the Head of Development Management (Richmond) and the Legal Department or to such other address as the Council may notify the RFU in writing at any time as its address for service.
- 15.4 A notice, demand or communication sent by the following means is deemed to have been served:
- (a) if delivered by hand, at the time of delivery;
 - (b) if sent by post, on the second Business Day after posting; or
 - (c) if sent by recorded delivery, at the time the delivery was signed for.

16 JURISDICTION

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

EXECUTED AND DELIVERED AS A DEED on the date of this Agreement

SCHEDULE 1 – RFU COVENANTS

The RFU covenants with the Council so as to bind their interest in the Site as follows:

1. Notifications

To give no less than 28 days' notice to the Head of Development Management (Richmond) at the Council of the dates of:

- (a) Implementation; and
- (b) First Occupation.

2. Travel Plans

- 2.1 Before first Occupation to submit for approval by the Council updated versions of the Major Event Day Travel Plan and initial versions of the Large Non-Major Event Day Travel Plan and the Small Non-Major Event Day Travel Plan ("the Travel Plans").
- 2.2 In the event that the Council requires any amendments or modifications to a Travel Plan submitted pursuant to paragraph 2.1 of this Schedule the Council shall notify the RFU in writing within 21 Business Days of submission of the Travel Plan in question
- 2.3 In the event that the Council fails to notify the RFU in accordance with paragraph 2.2 of this Schedule that a Travel Plan is approved or that amendments or modifications are required the submitted Travel Plan shall be deemed to be approved
- 2.4 In the event that the Council and the RFU cannot agree the content of a Travel Plan the same shall be referred for independent determination by an Expert in accordance with Clause 12 of this Agreement
- 2.5 The updated versions of the Travel Plans approved pursuant to paragraphs 2.1 to 2.4 above shall take into account the data available from the last Major Event Day to take place prior to the updated plans being commissioned.
- 2.6 The updated versions of the Travel Plans submitted pursuant to paragraph 2.1 to 2.4 above shall contain:
- (a) details of an additional 120 cycle parking stands, such stands to be of a design agreed by the Council and provided at the RFU Stadium prior to Occupation; and
 - (b) a review mechanism regularly to assess the level of cycle parking at the RFU Stadium to ensure that the commensurate numbers of cycle parking stands are provided in alignment with the Council's cycle growth strategy.

- 2.7 Following first Occupation to implement and comply with the terms of the approved Travel Plans.
- 2.8 Within 3 months of the expiry of a Travel Plan approved pursuant to paragraph 2.2 to 2.4 of this Schedule the RFU shall submit to the Council a further Travel Plan and paragraphs 2.2 to 2.4 of this Schedule shall apply thereto pari passu.

3. Town Centre Signage

- 3.1 Before first Occupation to submit to the Council for approval details of the Town Centre Signage.
- 3.2 In the event that no response is received from the Council within 40 Business Days following submission of details of the Town Centre Signage the submitted details shall be deemed to be approved save that this sub-paragraph 3.2 in respect of any elements of Town Centre Signage that require consent pursuant to the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 until such time (if at all) as such consent is granted by the Council as local planning authority
- 3.3 In the event that details of the Town Centre Signage are not agreed between the Council and the RFU the same shall be determined by an Expert in accordance with Clause 12 of this Agreement save that this sub-paragraph 3.3 shall not apply in respect of any elements of Town Centre Signage that require consent pursuant to the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 until such time (if at all) as such consent is granted by the Council as local planning authority
- 3.4 Following first Occupation to install the Town Centre Signage in accordance with approved details.
- 3.5 Before first Occupation to include a link on the RFU Website providing details of the Business Improvement District.

4. Tree Removal and CAVAT Tree Replacement Contribution

To pay to the Council the Tree Removal Contribution and the CAVAT Tree Replacement Contribution before Implementation.

5. Relocation of Maintenance Shed

- 5.1 To use best endeavours to ensure that the Maintenance Shed is demolished within 3 years from the date of first Occupation (including timely applications for any planning permission and other statutory consents required) PROVIDED THAT the RFU shall be under no obligation to demolish the Maintenance Shed pursuant to this paragraph unless and until any necessary permissions or consents have been obtained for a replacement facility.

5.2 In the event that the RFU wish to construct a replacement the Maintenance Shed following demolition:

- (a) any such replacement shall not be constructed on Metropolitan Open Land; and
- (b) the size of the replacement may be of a similar volume to the original Maintenance Shed subject to the terms of any planning permission required for its construction.

6. Community Liaison Officer

6.1 For a period of at least 1 month before Implementation and 1 month post the completion of the Development to keep the Council notified in writing of the identity of the Community Liaison Officer (which for the avoidance of doubt shall include any replacement Community Liaison Officer appointed to a replace a previous one that has left the post) including a written address and contact telephone number.

6.2 To ensure that the Community Liaison Officer fulfils the roles and duties set out in Appendix 3.

6.3 To host meetings between the Community Liaison Officer and the East Stand Development Monitoring Group:

- (a) at not more than 3 monthly intervals the first meeting to be held prior to the undertaking of ground works in the Implementation of the Development to discuss issues that may or have arisen in connection with the construction of the Development;
- (b) at a location convenient to local residents;
- (c) in premises of suitable size to accommodate the number of people who are likely to attend; and
- (d) inviting the attendees as set out in Appendix 3.

6.4 At least 1 month before Implementation to put in place the CLO Bond and provide evidence of this to the Council.

6.5 Upon the receipt of notification from the Council that it considers that the obligations set out in paragraphs 6.2 and 6.3 are not being complied with, the RFU shall have a period of not more than one week from the date of that notification to take such reasonable remedial measures are necessary so that the Community Liaison Officer complies with the aforementioned obligations.

6.6 In the event that, following the service of a notice pursuant to paragraph 5.5, it is the opinion of the Council that the Community Liaison Officer has not complied with the obligations set

out in paragraphs 6.2 and 6.3 above for a continuous period of 21 Business Days the Council shall:

- (a) serve written notice on the RFU to that effect; and
- (b) be entitled to draw down the CLO Bond to employ a replacement Community Liaison Officer to carry out the obligations specified at Appendix 3 in accordance with the terms of the CLO Bond.

6.7 To ensure that the CLO Bond remains available to be drawn down by the Council for the duration of the period stated at paragraph 6.1 to this Schedule, with the available bond sum reducing on a sliding scale as set out within the CLO Bond.

7. Local Employment Scheme

7.1 To prepare an Employment and Skills Plans in relation to (1) the construction and operation of the Development and (2) the operation of the Development once constructed including the following elements, which shall not be deemed to be exhaustive and which will not include (c) and (d) in respect of (2):

- (a) adopting appropriate recruitment practices;
- (b) working with Job Centre Plus;
- (c) using reasonable endeavours to ensure that some of the construction jobs in relation to the Development are filled by Local People;
- (d) encouraging local training providers to ensure that some of the construction jobs in relation to the Development are filled by Local People;
- (e) using reasonable endeavours to ensure that employment opportunities arising through the use of the Development for corporate hospitality are filled by Local People; and
- (f) liaising with operators of employment generating uses at the Development to encourage them to work with Job Centre Plus to maximise the recruitment of Local People and in particular students from St Mary's University.

7.2 Not to implement until the Employment and Skills Plan for construction purposes identified in paragraph 7.1 has been submitted to and approved by the Council.

7.3 In the event of the Council and the RFU being unable to agree the Employment and Skills Plans or either of them the same shall be referred to an Expert in accordance with Clause 12 of this Agreement

7.4 To implement the Employment and Skills Plan approved by the Council pursuant to paragraph 7.2 PROVIDED THAT this does not cause the RFU to breach or otherwise contravene any employment or other relevant legislation.

8. Community Use Agreement

8.1 To submit the Community Use Agreement to the Council for approval before Occupation.

8.2 In the event that the Council requires any amendments or modifications to the Community Use Agreement submitted pursuant to paragraph 8.1 of this Schedule the Council shall notify the RFU of the same within 21 Business Days of submission

8.3 In the event of the Council and the RFU being unable to agree the Community Use Agreement the same shall be referred to an Expert in accordance with Clause 12 of this Agreement

8.4 In the event that the Council fails to notify the RFU that the Community Use Agreement submitted under paragraph 8.1 is approved or that amendments or modifications are required the submitted Community Use Agreement shall be deemed to be approved

8.5 Not to Occupy until the Community Use Agreement has been agreed and thereafter to operate the Development in accordance with the Community Use Agreement submitted pursuant to paragraph 8.1 above or determined in accordance with paragraph 8.2 above.

9. Carbon Offset

To pay to the Council the Carbon Offset Contribution before Occupation.

10. Relocation of the World Rugby Museum

10.1 To relocate the World Rugby Museum within the RFU Stadium within 3 years of Occupation.

10.2 To ensure that any replacement facility is comparable to the existing World Rugby Museum.

11. Restriction on RFU support of OLOs

Following first Occupation, not to licence, provide tickets to, or otherwise support, the OLO provided that this obligation shall be suspended should the RFU Stadium be required to host any future Rugby World Cup matches for the duration of that Rugby World Cup.

12. Zebra Crossing and Traffic Management Order

To pay to the Council the Traffic Management Order Contribution and the Zebra Crossing Contribution before Implementation.

13. Photovoltaic Panels

- 13.1 Subject to securing any necessary permissions or consents, to provide the Photovoltaic Panels on the south stand of the RFU Stadium in accordance with details approved as part of any permission or consent in order to ensure that the Photovoltaic Panels are designed to achieve an overall reduction in carbon emissions that complies with the Energy Strategy which sets an 11.97% reduction within the East Stand and a 23.01% reduction with savings made to the rest of the stadium.
- 13.2 In the event that the peak capacity of the Photovoltaic Panels does not reach 79kW to submit proposals to the Council for approval to ensure that further renewable energy sources are provided within the RFU Stadium within a period of three months of a commissioning test following practical completion of the installation of the photovoltaic panels.
- 13.3 If it appears that it is not practical to ensure that further renewable energy sources can be provided within the RFU Stadium to reach 79kW output then the RFU will pay to the Council a balancing carbon offset payment to ensure an overall carbon reduction of at least 35.76 tonnes in a sum to be agreed
- 13.4 In the event that the Council requires any amendments or modifications to any proposals submitted to it under paragraph 13.2 of this Schedule the Council shall notify the RFU of the same within 21 Working Days of submission
- 13.5 In the event that the Council fails to notify the RFU that proposals submitted to it under paragraph 13.2 of this Schedule are approved or that amendments or modifications are required the submitted proposals shall be deemed to be approved
- 13.6 In the event of the Council and the RFU are unable to agree any matters dealt with under paragraphs 13.3 and 13.4 of this Schedule the same shall be referred to an Expert in accordance with Clause 12 of this Agreement
- 13.7 To implement photovoltaic proposals approved pursuant to this paragraph 13 of this Schedule within 3 months of such approval
14. Electric vehicle charging points
- 14.1 Before first Occupation to submit for approval by the Council details of the Vehicle Charging Points including a plan showing their location and design.
- 14.2 In the event that the Council requires any amendments or modifications to the details of the Vehicle Charging Points submitted to it under paragraph 14.1 of this Schedule the Council shall notify the RFU of the same within 21 Business Days of submission
- 14.3 In the event that the Council fails to notify the RFU that the details of the Vehicle Charging Points submitted to it under paragraph 14.2 of this Schedule are approved or that

amendments or modifications are required the submitted proposals shall be deemed to be approved

- 14.4 In the event of the Council and the RFU are unable to agree any matters dealt with under paragraph 14.2 of this Schedule the same shall be referred to an Expert in accordance with Clause 12 of this Agreement
- 14.5 To ensure that prior to first Occupation that the Vehicle Charging Points are provided in accordance with the details approved pursuant to the above paragraphs of this Schedule
- 14.6 To monitor the take up of the Vehicle Charging Points on a regular basis, which for the avoidance of doubt shall be no less than every 6 months until all of the Vehicle Charging Points have been converted to active provision or such other period as agreed in writing with the Council.
- 14.7 In the event that demand for the Vehicle Charging Points exceeds the current supply to convert a sufficient number of car parking spaces with passive provision to active provision as soon as reasonably practicable.

15. Section 278 Agreement

Before Occupation to enter into an agreement pursuant to section 278 of the Highways Act 1980 (as amended) in relation to the proposed additional emergency access at the RFU Stadium, such agreement to contain details of the nature and location of the emergency access, along with a timeframe for delivery.

16. Glare from the Development affecting Richmond Hill

Within 3 months of commencement of construction of the development to:

- (a) Provide details of all glazed elements of the building façade including glazing specification (including measures to reduce solar glare), rebates, method of fixing, framing to support glazing and any additional measures to reduce solar reflectance
- (b) To submit a report for approval by the Council reviewing the impact of glare from the Development and its impact on views from Richmond Hill; and
- (c) Liaise with the Council regarding reasonable measures that need to be adopted to reduce that impact should these be considered necessary by either party on review

SCHEDULE 2 – COUNCIL COVENANTS

The Council covenants with the RFU as follows:

1. Issue of the Permission

1.1 To issue the Permission as soon as reasonably practicable following the completion of this Agreement;

2. Financial Contributions

2.1 To:

(a) Provide on request to the RFU details of how any Financial Contributions have been spent; and

(b) To repay any Financial Contribution (and any accrued interest) if that Financial Contribution has not been spent within 5 years from the date of payment in accordance with this Agreement.

2.2 Not to apply any Financial Contribution paid to it other than for the purpose for which that Financial Contribution is stated to be made under this Agreement.

3. Tree Removal

The Council acknowledges receipt of the Tree Removal Contribution and the CAVAT Tree Replacement Payment and will remove the Identified Trees forthwith if the same have not been removed at the date of this Agreement.

[Handwritten signature]
Pedestrian Crossover

Zelva Bradley-Webb
To install the Pedestrian Crossover before first Occupation, having been given

eight weeks' prior notice of such date by the RFU
Community Liaison Officer

5.1 When serving a notice pursuant to paragraph 6.5 of Schedule 1 to supply with that notice such evidence as reasonably necessary to:

(a) demonstrate the unsatisfactory performance of the Community Liaison Officer; and

(b) enable the RFU to put together a package of remedial measures to ensure that the Community Liaison Officer is able to fulfil the role effectively following service of the notice.

Not to serve more than 1 notice pursuant to paragraph 6.5 of this Schedule 1 within a 12-month period.

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



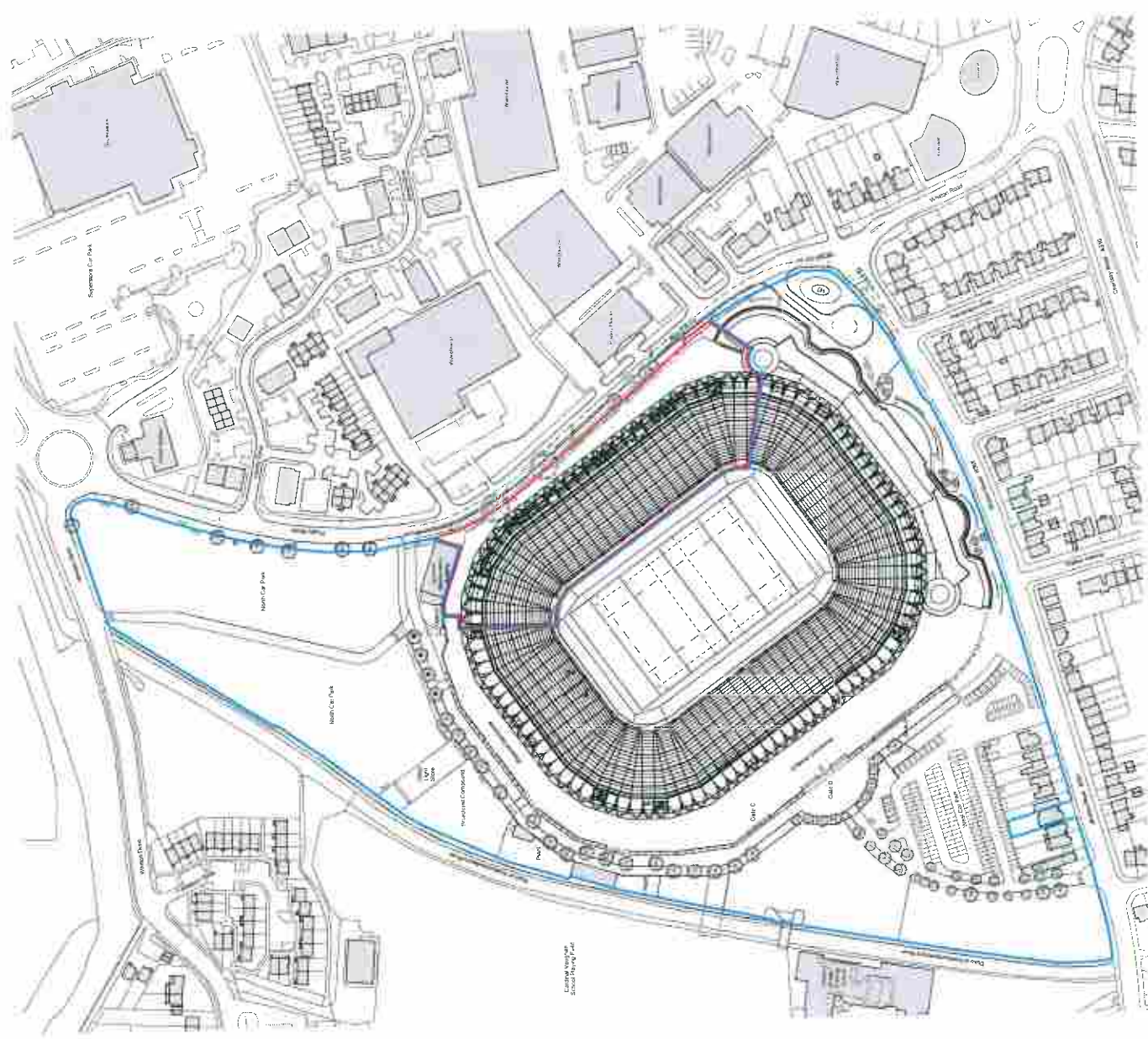
Authorised Signatory

Seal Reg No 25580/03

The Common Seal of the)
RUGBY FOOTBALL UNION was)
affixed in the presence of:)



APPENDIX 1 – Site Plan



NOTES
 1. TO BE USED IN CONJUNCTION WITH THE EXISTING DRAWING SHEETS.
 2. REFERENCE TO THIS DRAWING IS TO BE MADE IN ALL DOCUMENTS.

KEY
 Development Boundary
 Existing Occupancy Boundary

PLANNING
 REF: TWICKENHAM STADIUM EAST STAND EXTENSION
 EAST STAND SITE PLAN



Scale: 1:1250	Date: 25/01/17
Author: [Name]	Check: [Name]
Drawn: [Name]	Approved: [Name]
Project: TWICKENHAM STADIUM EAST STAND EXTENSION	Client: RFU
Location: TWICKENHAM	Site: TWICKENHAM STADIUM
Drawn: [Name]	Scale: 1:1250
Date: 25/01/17	Sheet: 003
Total: 15735	Project: P01



APPENDIX 2 – Draft Permission

Mr James Wickham
Gerald Eve LLP
72 Welbeck Street
London
W1G 0AY

Letter Printed

Dear Sir/Madam

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

Application: 16/2611/FUL
Your ref: Twickenham Stadium - East Stand
Our ref: DC/RNO/16/2611/FUL/FUL
Applicant:
Agent: Mr James Wickham

WHEREAS in accordance with the provisions of the Town and Country Planning Act 1990 and the orders made thereunder, you have made an application received on **30 June 2016** and illustrated by plans for the permission of the Local Planning Authority to develop land situated at:

Twickenham Rugby Football Union Stadium 200 Whitton Road Twickenham TW2 7BA

for

Structural alterations to, and extension of, the existing RFU Stadium East Stand to accommodate additional floorspace for the provision of hospitality (corporate hospitality and debenture hospitality), conferencing and banqueting and other associated works and formation of new access on Rugby Road.

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 application is hereby **GRANTED** subject to the conditions and informatives summarised and listed on the attached schedule.

Yours faithfully

A handwritten signature in black ink, appearing to read 'R Angus', with a long horizontal flourish extending to the right.

Robert Angus
Head of Development Management

DRAFT

SCHEDULE OF CONDITIONS AND INFORMATIVES FOR APPLICATION 16/2611/FUL

APPLICANT NAME

C/O Agent

AGENT NAME

Mr James Wickham
72 Welbeck Street
London
W1G 0AY

SITE

Twickenham Rugby Football Union Stadium 200 Whitton Road Twickenham TW2 7BA

PROPOSAL

Structural alterations to, and extension of, the existing RFU Stadium East Stand to accommodate additional floorspace for the provision of hospitality (corporate hospitality and debenture hospitality), conferencing and banqueting and other associated works and formation of new access on Rugby Road.

SUMMARY OF CONDITIONS AND INFORMATIVES

CONDITIONS

AT01	Development begun within 3 years
U19959	Approved drawings
BD12	Details - Materials to be approved
U19922	Access for disabled people ~
DV09	No plumbing/pipes on ext' faces
DV11	Use of roof restricted
DV18A	Refuse arrangements
DV30	Refuse storage
DV28	External illumination
DV29F	Potentially Contaminated Sites
DV42	Details of foundations - piling etc
LB12B	Archaeology
LT01	Location of trees - Adj' Dev't Sites
LT02	No felling/lopping (Tree Operations)
LT16	Prohibited Activities
TEL02	Removal of graffiti
U19923	NS15- BREEAM Very Good
U19924	VR07 Concourse lighting
U19925	NS01 Construction Logistics Plan
U19926	NS02 Construction and Environmental Mana
U19927	NS03- Construction Method Statement
U19928	NS04- Construction Noise Management Plan
U19929	NS05- Construction Dust Management Plan
U19930	NS06- Non Road Mobile Machinery (NRMM)
U19931	NS07- RFU Match and Event Days
U19932	NS08- Green Wall
U19933	NS09- Bird Boxes
U19934	NS10- Lighting Strategy
U19935	NS11 Acoustic Compliance Report
U19936	NS12 Mechanical Services Noise Control
U19937	NS13 Commerci'l Kitchen Extraction Odour
U19938	NS14- Energy
U19939	NS16 Combined Heat and Power (CHP)
U19940	NS17 Boundary Enclosure
U19941	NS18 Glazing Details
U19942	NS19 Road Safety Audit
U19943	NS20 Service and Delivery Management Pla
U19944	NS21 Real-time Transport Information
U19945	NS22 Maximum Attendance
U19946	NS23- Operating Times

U19947	NS24- Access to Hospitality Facilities
U19948	NS25 Operating Times - Terrace
U19949	NS26 Restriction Hospitality Tickets
U19950	NS27 Restriction Hospitality Tickets
U19951	NS28 Access to Hospitality Facilities
U19952	NS30 CCTV
U19953	NS31 Amplified Noise
U19954	NS32 Porous Hardsurfacing
U19955	NS35 Glazing During Construction
U19956	NS36 Southern Access/Egress on Rugby Rd
U19957	NS38 Structural Columns Details
U19958	NS39 Hard Landscaping
U19921	N012 Noise and Vibration of Plant

INFORMATIVES

U10424	Composite Informative
U10429	NI04 Lowest Reflectance Glazing
IE06	Details of piling-EHO consultation
IH03C	Vehicular Crossover
IH05A	Street trees
IL12A	Approved drawing numbers~~
IL13	Section 106 agreement
IL24	CIL liable
U10425	NPPF APPROVAL - Para. 186 and 187
IL29	Construction Management Statement
IX03	Soil and surface water drainage
U10426	NI01 Combined Heat and Power (CHP)
U10427	NI02 TLRN Footways and Carriageways
U10428	NI03 Definitions
IE01A	Food Hygiene

DETAILED CONDITIONS AND INFORMATIVES

DETAILED CONDITIONS

AT01 Development begun within 3 years

The development to which this permission relates must be begun not later than the expiration of three years beginning with the date of this permission.

REASON: To conform with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

U19959 Approved drawings

The development hereby permitted shall be carried out in accordance with the following approved plans and documents, where applicable.

Existing

15735-001 Rev P01; 15735-003 Rev P01; 15735-005 Rev P01; 15735-010 Rev P01; 15735-011 Rev P01; 15735-012 Rev P01; 15735-013 Rev P01; 15735-014 Rev P01; 15735-015 Rev P01; 15735-016 Rev P01; 15735-017 Rev P01; 15735-018 Rev P01; 15735-020 Rev P01; 15735-021 Rev P01; 15735-022 Rev P01; 15735-023 Rev P01; 15735-030 Rev P01; 15735-031 Rev P01; 15735-032 Rev P01; 15735-033 Rev P01 received 15.7.16.

Proposed

15735-002 Rev P01; 15735-004 Rev P01; 15735-007 Rev P01; 15735-110 Rev P02; 15735-111 Rev P02; 15735-112 Rev P02; 15735-113 Rev P02; 15735-114 Rev P02; 15735-115 Rev P02; 15735-116 Rev P02; 15735-117 Rev P02; 15735-118 Rev P02; 15735-143 Rev P01; 15735-144 Rev P01; 15735-145 Rev P01; 15735-146 Rev P01; 15735-147 Rev P01; 15735-148 Rev P01; 15735-149 Rev P01; 15735-150 Rev P01; 15735-151 Rev P01; 15735-152 Rev P01; 15735-153 Rev P01; 15735-154 Rev P01; 15735-155 Rev P01; 15735-156 Rev P01; 15735-157 Rev P01; 15735-158 Rev P01; 15735-159 Rev P01; 15735-200 Rev P02; 15735-201 Rev P02; 15735-202 Rev P02; 15735-203 Rev P02; 15735-240 Rev P01; 15735-241 Rev P01; 15735-242 Rev P01; 15735-243 Rev P01; 15735-300 Rev P02; 15735-301 Rev P02; 15735-302 Rev P02; 15735-303 Rev P02; 15735-340 Rev P01; 15735-342 Rev P01; 15735-344 Rev P01 received 15.7.16
15735-346 Rev P01 received 22.7.16
15735-006 Rev P02; 15735-1000 Rev P1; 15735-1001 Rev P1; 15735-1002 Rev P1; 15735-1003 Rev P1 received 24.8.16
15735-341 Rev P02 received 15.11.16

Documents

Energy Statement Rev 9 received 21.10.16

BREEAM Pre-Assessment Rev F received 15.8.16

Sustainability Checklist dated August 2016 received 3.8.16

Planning Noise Report Rev 04 received 15.7.16

Flood Risk Assessment Rev 2 received 15.7.16

Arboricultural Impact Assessment received 15.7.16

Ecological Assessment received 15.7.16 Air Quality Assessment Rev D received 15.7.16

Kitchen Odour Risk Assessment received 15.7.16

REASON: To accord with the terms of the application, for the avoidance of doubt and in the interests of proper planning.

REASON: To accord with the terms of the application, for the avoidance of doubt and in the interests of proper planning.

BD12 Details - Materials to be approved

The external surfaces of the building(s) (including fenestration) and, where applicable, all areas of hard surfacing shall not be constructed other than in materials

details/samples of which shall be submitted to and approved in writing by the Local Planning Authority.

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

U19922 Access for disabled people ~

Before the development hereby permitted is commenced a scheme indicating the provision to be made for disabled people to gain access to the building hereby approved 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 is brought into use.

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

DV09 No plumbing/pipes on ext' faces

No plumbing or pipes including rainwater pipes shall be fixed to the external faces of the building(s).

REASON: To safeguard the appearance of the premises and the locality in general.

DV11 Use of roof restricted

The roof of the building shall not be used for any purpose other than as a means of escape in emergency or for maintenance of the building.

REASON: To safeguard the amenities of the adjoining premises and the area generally.

DV18A Refuse arrangements

None of the buildings hereby approved shall be occupied until arrangements for the storage and disposal of refuse/waste have been made in accordance with details to be submitted to and approved in writing by the Local Planning Authority.

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

DV30 Refuse storage

No refuse or waste material of any description shall be left or stored anywhere on the site other than within a building or refuse enclosure.

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

DV28 External illumination

Any external illumination of the premises shall not be carried out except in accordance with details giving the 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 occupation of any part of the buildings.

REASON: To protect/safeguard the amenities of the locality.

DV29F Potentially Contaminated Sites

1. No development shall take place 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 hereby approved 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 condition [1(b, 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.

DV42 Details of foundations - piling etc

No material start shall take place on the development hereby approved 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 21 days prior to a material start on the development and shall give details of the intended method of constructing the foundations, including method and equipment for piling, if applicable. (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

LB12B Archaeology

No development shall take place on the application site until the applicant or their agent or successors in title has secured the implementation of a programme of archaeological work 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 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.

LT01 Location of trees - Adj' Dev't Sites

No works or development shall take place until a scheme for the protection of the retained trees (section 7 of the current British Standard 5837: 2005 Trees in Relation to Construction - the Tree Protection Plan) has been submitted to and approved in writing by the local planning authority. This scheme shall include the following plans and particulars:

(A) A plan to a recognised scale and level of accuracy appropriate to the proposal that shows the position of every tree on site with a stem diameter over the bark measured at 1.5 metres above ground level of at least 75 millimetres. In addition any tree on neighbouring or nearby ground to the site that is likely to have an effect upon or be affected by the proposal (e.g. by shade, overhang from the boundary, intrusion of the Root Protection Area ('RPA') (para. 5.2.2 of BS 5837:2005) or general landscape

factors must be shown. The positions of all trees to be removed shall be indicated on this plan.

(B) The details of each retained tree as required at paragraph 4.2.6 of BS 5837:2005 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 BS 3998:1989, Recommendations for tree work.

(D) Written proof of the credentials of the arboricultural contractor authorised to carry out the scheduled tree works.

(E) The details and positions (shown on the plan at paragraph A above) of the Ground Protection Zones (section 9.3 of the BS 5837:2005).

(F) The details and positions (shown on the plan at paragraph A above) of the Tree Protection Barriers (section 9.2 of the BS 5837:2005), 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.

(G) The details and positions (shown on the plan at paragraph (a) above) of the Construction Exclusion Zones (section 9 of BS 5837:2005).

(H) The details and positions (shown on the plan at paragraph (a) above) of the underground service runs (section 11.7 of BS 5837:2005).

(I) The details of any changes in levels or the position of any proposed excavations within 5 metres of the RPA (para. 5.2.2 of BS 5837:2005) of any retained tree, including those on neighbouring or nearby ground.

(J) The details of any special engineering required to prevent damage to structures by retained trees (section 11 of BS 5837:2005), (e.g. in connection with foundations, bridging, water features, surfacing)

(K) The details of the working methods to be employed with the demolition of buildings, structures and surfacing within or adjacent to the RPA's of retained trees.

(L) The details of the working methods to be employed for the installation of drives and paths within the RPA's of retained trees in accordance with the principles of 'No-Dig' construction.

(M) 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.

(N) The details of the working methods to be employed with regard to site logistics and storage, including an allowance for slopes, water courses and enclosures, with particular regard to ground compaction and phytotoxicity.

(O) The details of the method to be employed for the stationing, use and removal of site cabins within any RPA (para. 9.2.3 of BS 5837:2005).

(P) The details of tree protection measures for the hard/soft landscaping phase (sections 13 and 14 of BS 5837:2005).

(Q) The timing of the various phases of the works or development in the context of the tree protection measures.

The development shall thereafter proceed in all respects accordance with the approved scheme.

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

LT02 No felling/lopping (Tree Operations)

In this condition a 'retained tree' is an existing tree which is to be retained in accordance with the approved plans and particulars; and paragraphs A and B below shall have effect until the expiration of 5 years from the date of the (occupation of the building/commencement of use of the approved development) for its permitted use.

(A) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be pruned in any manner, be it branches, stems or roots, other than in accordance with the approved plans and particulars, without the prior written approval of the local planning authority. All tree works shall be carried out in accordance with the current BS 3998:1989 Recommendation for tree work.

(B) If any retained tree is cut down, uprooted, destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.

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

LT16 Prohibited Activities

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

(A) No fires to be lit within 10 metres of the nearest point of the canopy of any retained tree.

(B) No equipment, machinery or materials are to be brought on the site for the purpose of the development until all the trees to be retained have been protected by fences or other suitable means of enclosure to the distance of the outermost limit of the branch spread or as per recommendations given in Figure 2 of Protective Barrier, of the current British Standard 5837: 2005 Trees in Relation to Construction - Recommendations" whichever is the further from the tree"

(C) No equipment, signage, fencing, tree protection barriers, materials, components, vehicles or structures to be attached to or supported by a retained tree.

(D) No mixing of cement or use of other materials or substances to 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 tree (s) are not damaged or otherwise adversely affected by the building operations.

TEL01 Removal of graffiti

The applicant and/or future owner of the equipment hereby approved shall ensure that any graffiti or similar defacement is removed within seven days of being notified of it by the Local Planning Authority.

REASON: To protect the visual amenities of the area.

U19923 NS15- BREEAM Very Good

a) Within three months of work starting on site a BREEAM UK New Construction 2014 (or such equivalent standard that replaces this) Design Stage certificate and summary score sheet must be submitted to and approved in writing by

the Local Planning Authority to show that a Very Good rating (with a minimum score 60 and all mandatory BREEAM Excellent credits) shall be achieved

b) Within 3 months of completion of the building hereby approved a BREEAM UK New Construction 2014 (or such equivalent standard that replaces this) Post Construction Review certificate and summary score sheet shall be submitted to and approved in writing by the Local Planning Authority to show that a Very Good rating (with a minimum score 60 and all mandatory BREEAM Excellent credits) has been achieved. All the measures integrated shall be retained for as long as the development is in existence.

c) Within three months of completion of the building(s)work starting on site a BREEAM Refurbishment and Fit-out (Parts 1, 2, 3 and 4) 2014 (or such equivalent standard that replaces this) Design Stage Certificate and London Borough of Richmond Upon Thames, Twickenham RFU East Stand summary score sheet must be submitted to and approved in writing by the Local Planning Authority to show that a Very Good rating (with a minimum score 65 and all mandatory BREEAM Excellent credits) shall be achieved.

d) Within 3 months of completion of the building hereby approved a BREEAM Refurbishment and Fit-out (Parts 1, 2, 3 and 4) 2014 (or such equivalent standard that replaces this) Post Construction Review certificate and summary score sheet shall be submitted to and approved in writing by the Local Planning Authority to show that a Very Good rating (with a minimum score 65 and all mandatory BREEAM Excellent credits) 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.

U19924 VR07 Concourse lighting

No concourse lighting shall be installed in the undercroft fronting Rugby Road of the development hereby approved other than in accordance with detailed drawings/specifications to be submitted to and approved in writing by the Local Planning Authority prior to installation, such drawings/specifications to show design, siting, type and level of extent of illumination. REASON: To protect the amenities of the locality.

U19925 NS01 Construction Logistics Plan

Prior to the commencement of development a Construction Logistics Plan (CLP) in line with London Freight Plan 2008 shall be submitted to and approved in writing by the Local Planning Authority. The approved CLP shall thereafter be adhered to throughout the construction period. The Plan shall:

a) include phased drawings showing construction routes for plant and vehicles, traffic management layout and signage;

b) include analysis of access points to accommodate the swept paths of construction vehicles;

c) utilise selected operators that are committed to best practice and utilise selected operators that are committed to best practice and are a member of Transport for London's Freight Operator Recognition Scheme (FORS); and

d) ensure that delivery vehicles arrive one at a time and do not wait on Rugby Road at any time nor result in the stacking of vehicles coming into Gate D for construction causing any obstruction of the public highway, to avoid congestion, idling vehicles and potential increases to NO₂.

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 (2015) 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.

U19926 NS02 Construction and Environmental Mana

Prior to the commencement of development a Construction and Environmental Management Plan (CEMP) 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 construction period. 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 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.

U19927 NS03- Construction Method Statement

No development shall take place, including any works of demolition, until a Construction Management Statement (to include any demolition works) has been submitted to and approved in writing by the Local Planning Authority. The approved plan shall be adhered to throughout the construction period. The Statement shall provide for: 1 on/off site; 2. Site layout plan showing manoeuvring tracks for vehicles accessing the site to allow these to turn and exit in forward gear; 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 and location where plant and materials will be loaded and unloaded; 5. Details and location where plant and materials used in constructing the development will be stored, and the location of skips on the highway if required; 6. Details of any necessary suspension of pavement, roadspace, bus stops and/or parking bays; 7. Details where security hoardings (including decorative displays and facilities for public viewing) will be installed, and the maintenance of such; 8. Details of any wheel washing facilities; 9. Details of a scheme for recycling/disposing of waste 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 working hours. This should follow Best Practice detailed within BS5288:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites; 11. Details of any highway licenses and traffic orders that may be required (such as for licenses for any structures / materials on the highway or pavement; or suspensions to allow the routing of construction vehicles to the site); 12. Details of the phasing programming and timing of works; 13. Where applicable, the Construction Management Statement should be written in conjunction with the Arboricultural Method Statement, and in accordance with British Standard BS5837:2012 'Trees in relation to design, demolition and construction - recommendations', in particular section 5.5, 6.1, 6.2, 6.3 and 7; 14. A construction programme including a 24 hour emergency contact number; 15. A deliveries schedule avoiding deliveries to/from the site in peak hours (0800 -0930 and 1600-1700 and if unavoidable ensure that a robust construction logistics plan is in place to ensure that delivery vehicles arrive one at a time and do not wait on Rugby Road at any time, to avoid congestion, idling vehicles and potential increases to NO2); 16. See also TfL guidance on Construction Logistics Plans; 17. Details demonstrating how all construction-related activities in the North Car Park comply with the approved Ecological Assessment, particularly in respect of the relationship between construction-related activities and the Duke of Northumberland River; 18. Details of a phasing plan to demonstrate how the stadium will continue to function on match and event days during construction including crowd management, access and egress, car and coach parking, deliveries and servicing and shuttle bus services; 19. Travel Plan for construction staff

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

U19928 NS04- Construction Noise Management Plan

A Construction Noise Management Plan (CNMP) for all ground works, demolition and construction phases of the development site to which the application refers, shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development. Details shall include control measures for noise

and vibration, including working hours, best practice and (noise and vibration levels). Approved details shall be implemented throughout the construction/demolition period. The CNMP shall follow the Best Practice detailed within BS5288: 2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites. The CNMP should include an acoustic report undertaken by a suitably qualified and experienced consultant and include all the information below;

- i. Baseline Noise Assessment - undertaken for a least 24-72 hours under representative conditions.
 - ii. Noise Predictions and Significance Effects - Predictions should be included for each phase of the demolition, and construction, vehicle movements and an assessment (including proposed significance threshold limits) of the significance effect must be included (Annex E BS5288 2009 Part 1).
 - iii. Piling - Where piling forms part of the construction process, a low vibration method must be utilised wherever possible and apply the good practice guidelines detailed in Annex B BS5288 2009 Part 2.
 - iv. Vibration Monitoring - All Piling activities undertaken near sensitive receptors must include continuous vibration monitoring and must include audible and visual alarms.
 - v. Proposed Noise & Vibration Mitigation Measures - Mitigation measures must be included as recommended by BS5288 part 1 & 2.
 - vi. Proposed Noise Monitoring - Permanent/ Periodic noise and vibration monitoring must be undertaken for the duration of the demolition and construction phases which may result in a significant impact. The location, number of monitoring stations and the measurement data must be agreed with the Local Planning Authority prior to the start of construction.
 - vii. Communication with residents, including organisational control, communication methods and auditing.
- REASON: To protect the amenities of adjacent noise sensitive properties and minimise disturbance in the local area during construction.

U19929 NS05- Construction Dust Management Plan

A Dust Management Plan for all ground works, demolition and construction phases of the development site to which the application refers, shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development. Approved details shall be implemented throughout the construction/demolition period.

The dust management plan shall include the following details:

- (a) 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)
http://static.london.gov.uk/mayor/environment/air_quality/docs/construction-dust-pg.pdf
- (b) The dust management strategy must include a risk assessment of dust generation for each phase of the demolition and construction. The assessment and identified controls must include the principles of prevention, suppression and containment and follow the format detailed in the guidance above. The outcome of the assessment must be fully implemented for the duration of the construction and demolition phase of the proposed development and include dust monitoring where appropriate.
- (c) where the outcome of the risk assessment indicates that monitoring is necessary, a monitoring protocol including information on monitoring locations, frequency of data collection and how the data will be reported to the Local Planning Authority;
- (d) details of dust generating operations and the subsequent management and mitigation of dust demonstrating full best practicable means compliance and covering construction activities, materials storage, on and off site haul routes, operational control, demolition, and exhaust emissions; and
- (e) where a breach of the dust trigger level may occur a response procedure should be detailed including measures to prevent repeat incidence.

REASON: To comply with best practice as set out in the Control of dust and emissions during construction SPG to protect the amenity of nearby properties.

U19930 NS06- Non Road Mobile Machinery (NRMM)

All Non Road Mobile Machinery (NRMM) used on the construction of the development must be registered online with the Greater London Authority's NRMM website <http://nrmm.london/>. All NRMM must be compliant with the requirements of the Greater London Authority's Low Emission Zone Policy.
REASON: In the interests of minimising the impact on air quality.

U19931 NS07- Road Match and Event Days

There shall be no construction works within Twickenham Stadium on Major Event Days.
REASON: In the interests of general safety and highways safety.

U19932 NS08- Green Wall

Within three months of commencement of construction of the approved development, full details of an extensive green wall to be located on the western flank wall of the development as shown on approved plan 15735-341 Rev P02 shall be submitted to and approved in writing by the Local Planning Authority. The submission must provide/comprise the following information:

- a) Details on materials used in the design, construction and installation of the green wall and the use of biodiversity based extensive/semi-intensive soils;
- b) Details on substrate and plants used in the green wall, prioritising the use of native species and a cross section of the green wall;
- c) Details on additional ecological features to be incorporated within the proposed green wall; and
- d) A 10 year management and maintenance plan including any landscape and/or ecological features.

The development shall be carried out strictly in accordance with the green wall details approved in writing by the Local Planning Authority and prior to the first occupation of the building. The green wall shall be maintained as such thereafter in accordance with the approved management and maintenance plan and no alterations to the approved scheme shall be permitted without the prior written consent of the Local Planning Authority. The development hereby approved shall not be occupied until evidence that the green wall has been installed in accordance with the approved details has been submitted to and approved in writing by the Local Planning Authority.
REASON: To ensure that the development has an acceptable level of sustainability.

U19933 NS09- Bird Boxes

Details including number, type, specification, height and location of bird boxes (minimum of three sparrow terrace boxes) shall be submitted to and approved in writing by the Local Planning Authority and thereafter be implemented as approved prior to the first occupation of the building.

REASON: To ensure the implementation of ecological enhancement measures in the interests of ecology and proper planning.

U19934 NS10- Lighting Strategy

Within 3 months of the commencement of development a Lighting Strategy for internal lighting shall be submitted to and approved in writing by the Local Planning Authority. Such strategy to include:

- a) Details of proposed operating times and levels for all lighting in the development;
- b) Details of measures to control lighting when the development is not in use;
- c) Details of measures to control lighting when the development is in use such that it does not cause unacceptable adverse impacts on nearby properties; and
- d) A maintenance plan to ensure such details are maintained for the life of the development.

The approved Lighting Strategy shall be implemented prior to the use of the development commencing and thereafter the lighting shall be maintained in accordance with the approved Strategy.

REASON: To protect the amenity of nearby properties and in the interests of reducing the energy consumption of the development.

U19935 NS11 Acoustic Compliance Report

Within 28 days of the first occupation of the building, an acoustic compliance report must be submitted to the Local Planning Authority which demonstrates that the development has complied with condition NS 12 (Mechanical Services Noise Control) attached to this decision notice.

REASON: In the interests of amenity of nearby properties.

U19936 NS12 Mechanical Services Noise Control

a) The mechanical services plant hereby permitted shall be installed in strict accordance with the details provided in the approved Planning Noise Report submitted by Vangaurdia Consulting reference VC-102159-AA-RP-0002 dated 27/06/2016 and approved drawings. The plant shall thereafter be retained as approved. The plant shall not be used unless the equipment is installed in compliance with these details.

b) A commissioning acoustic assessment shall be undertaken within 2 weeks of mechanical services commissioning, in order to demonstrate that the Plant Noise Criteria detailed in Table 9 and Table 12 in the Planning Noise Report submitted by Vangaurdia Consulting reference VC-102159-AA-RP-0002 dated 27/06/2016 has been achieved. The results of the assessment shall be submitted to and approved in writing by the Local Planning Authority.

REASON: To protect the amenities of adjacent noise sensitive properties and minimise noise impacts generally.

U19937 NS13 Commercial Kitchen Extraction Odour

The commercial kitchen extraction plant and equipment hereby permitted shall be installed in strict accordance with the details provided in the Kitchen Odour Risk Assessment report submitted by Air Quality Consultants Ltd reference J2581/1/F3 dated 12th July 2016 and approved drawings and specifically the odour abatement systems detailed in Table 3 in section 3 of the report. The plant shall thereafter be retained as approved. The plant shall not be used unless the equipment is installed in compliance with these details.

REASON: To minimise the impact of kitchen odour to protect the amenity of nearby properties.

U19938 NS14- Energy

The development shall be implemented in accordance with the approved Energy Statement Rev 9 and shall not commence until full Design Stage calculations under the National Calculation Method have been submitted to and approved in writing by the Local Planning Authority to show that the development will be constructed in accordance with the approved Energy Strategy (Energy Statement Rev 9).

Prior to first occupation of the building(s) evidence (e.g. photographs, installation contracts and as-built certificates under the National Calculation Method) shall be submitted to the Local Planning Authority and approved in writing to show that the development has been constructed in accordance with approved Energy Statement Rev 9.

REASON: To ensure that the development makes the fullest contribution to minimising carbon dioxide emissions in accordance with London Plan Policy 5.2.

U19939 NS16 Combined Heat and Power (CHP)

Within three months of the commencement of the development hereby approved, full details and specification of the Combined Heat and Power (CHP) system, including location of all elements of the system including the flue and an emissions control scheme for the proposed CHP, and which parts of the development the CHP serves, shall be submitted to and approved in writing by the Local Planning Authority.. The CHP shall thereafter be installed in accordance with the details approved in writing by the Local Planning Authority prior to the first use of the development.

REASON: In the interests of reducing carbon emissions and protecting air quality.

U19940 NS17 Boundary Enclosure

Within three months of the commencement of the development details of the gates, fence and turnstiles forming the external boundary of the application site, and any other associated measures to improve the resilience of East Stand, shall be submitted to and approved in writing by the Local Planning Authority. The relevant part of the development shall then be built out in accordance with those details and retained in situ thereafter.

REASON: To ensure that the proposed development does not prejudice the appearance of the locality and contributes to the creation of safe, inclusive and resilient places in accordance with Core Strategy Policy CP7 and London Plan (2016) policy 7.13.

U19941 NS18 Glazing Details

Details of all glazed elements of the building façade including glazing specification (including measures to reduce solar glare), rebates, method of fixing, framing to support glazing and any additional measures to reduce solar reflectance shall be submitted to and approved in writing by the Local Planning Authority within 3 months of commencement of construction of the development. The development shall then be built out in accordance with these details.

REASON: To minimise to an acceptable level the impact of solar glare from the development on road users in the interests of highways safety and to increase the resilience of the development in accordance with London Plan (2016) policies 7.7 and 7.13 and Core Strategy Policy CP 7.

U19942 NS19 Road Safety Audit

Prior to the commencement of development a programme for a Stage 2 Road Safety Audit specifically assessing the impact of solar glare/reflectance from the development

a) shall be submitted to and approved in writing by the Local Planning Authority. This programme shall:

i) Set days/times for the assessment of the effect of the solar glare/reflectance from the development

ii) Include a methodology with clear objectives, targets, actions and timeframes for assessment and reporting of results with recommendations

Stage 2 Road Safety Audit shall be carried out in accordance with the approved programme. In the event that the Stage 2 Road Safety Audit identifies any risks caused by the development (including from solar glare/reflectance), within 28 days of completion of the Stage 2 Road Safety Audit, details of further measures to mitigate such identified risks, including a programme for implementation and review, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter such measures shall be implemented in accordance with the approved details and the programme of implementation and review.

REASON: In the interests of highways safety and to minimise risk to road users.

U19943 NS20 Service and Delivery Management Pla

A Service and Delivery Service Plan shall be submitted to and approved in writing by the Local Planning Authority and thereafter the approved Plan shall be implemented prior to the first use of the development and maintained for the life of the development unless otherwise agreed in writing with the Local Planning Authority. Such plan to include at minimum the number and type of vehicles, day and time of deliveries (in relation to event day/time), site access and location of delivery at the site. The Plan shall also ensure that the stacking of vehicles coming into any gate for servicing must not result in any obstruction of the public highway at any time.

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.

U19944 NS21 Real-time Transport Information

Details of real-time transport screens (providing information on local public transport options) to be provided in public areas including number, location and information shall be displayed to be submitted to and approved in writing by the Local Planning Authority and thereafter installed in accordance with the approved details prior to first use of the development.

REASON: To promote sustainable modes of transport in the interests of good transport planning and reducing the impact of the development on air quality.

U19945 NS22 Maximum Attendance

The maximum capacity for any event shall not exceed 82,000 guests/spectators.

REASON: To limit the impacts of the development to those assessed.

U19946 NS23- Operating Times

When hospitality facilities are being used in conjunction with a Major Event, such facilities shall close to guests no later than 90 minutes after the end of the Major Event.

REASON: To minimise the economic impact of the development on town centres and minimise impacts on the amenity of local residents and transport.

U19947 NS24- Access to Hospitality Facilities

Major Events

When hospitality facilities are used in conjunction with Major Events, they shall be accessible to those attending on hospitality packages (Corporate or Debenture Hospitality) only (and not at any time to General Admission ticket holders).

REASON: To minimise the economic impact of the development on Twickenham and Whitton town centres.

U19948 NS25 Operating Times - Terrace

The terrace hereby permitted at Level 05 of the development shall not be in use between the hours of 2300 and 0700 on any day.

REASON: To protect the amenity of nearby properties.

U19949 NS26 Restriction Hospitality Tickets

The number of Hospitality Tickets sold (each ticket being equivalent to one guest) for any event at Twickenham Stadium shall not exceed 13,250 of which the number of Corporate Hospitality Tickets shall not exceed 10500.

REASON: To minimise impacts on the town centre.

U19950 NS27 Restriction Hospitality Tickets

The number of Hospitality Tickets sold (each ticket being equivalent to one guest) for any Major Event at Twickenham Stadium shall not exceed 13,250 subject to the following:

a) The number of Hospitality Tickets sold (each ticket being equivalent to one guest) for any Major Event at Twickenham Stadium where the development hereby approved is used to provide such hospitality shall not exceed 6,850 within the development hereby approved.

b) For RFU events, of the 6,850 tickets within the development hereby approved, no more than 4,600 tickets shall be sold for Corporate Hospitality and no more than 2,250 tickets shall be sold for Debenture Hospitality.

REASON: To minimise impacts on the town centre.

U19951 NS28 Access to Hospitality Facilities

The development hereby permitted shall not be used at any time other than by

guests of Major Events or Non-Major Events hosted at Twickenham Stadium and those on pre-organised RFU tours of Twickenham Stadium and shall not be accessible at any time to visiting members of the general public.

REASON: To ensure the hospitality facilities are used for their intended purpose only and not any other purpose such as a restaurant or bar outside of stadium events to minimise the economic impact of the development on Twickenham and Whitton town centres and on the amenity of nearby properties.

U19952 NS30 CCTV

Within six months of commencement of development details of CCTV cameras to be used in conjunction with the development shall be submitted to the Local Planning Authority. Work shall not commence on this part of the development until the submitted details are approved in writing by the Local Planning Authority. The approved CCTV cameras shall thereafter be installed and operational prior to the first use of the development.

REASON: In the interests of Secured by Design principles to ensure a safe and secure environment.

U19953 NS31 Amplified Noise

There shall be no amplified noise within the hospitality areas and terrace such that it is audible outside the application site.

REASON: To protect the amenity of nearby properties.

U19954 NS32 Porous Hardsurfacing

That all new external hardsurfacing shall be porous and constructed and laid out in accordance with details to be submitted to and agreed in writing by the Local Planning Authority within 6 months of the commencement of development. Reason: In the interest of sustainable construction and to avoid excessive surface water runoff.

U19955 NS35 Glazing During Construction

Prior to commencement of development details of coverings for all glazed elements of the development hereby approved during its construction shall be submitted to and approved in writing by the Local Planning Authority. All glazed parts of the development shall be covered in accordance with the approved details from time of installation until such time as may be agreed in writing by the Local Planning Authority.

REASON: To minimise any potential period of impact from solar glare in advance of undertaking a Stage 2 Road Safety Audit in the interests of highways safety.

U19956 NS36 Southern Access/Egress on Rugby Rd

The new access/egress proposed from Rugby Road shall be used only in emergencies and/or for pedestrians and emergency vehicles only and not used by any other vehicles at any time.

REASON: To ensure that the access is used in accordance with its intended use for which it has been tested and assessed in the interest of highways safety.

U19957 NS38 Structural Columns Details

Prior to commencement of development details of structural columns, including a cross-section and materials, shall be submitted to and approved in writing by the Local Planning Authority. The development shall then be built in accordance with

U19958 NS39 Hard Landscaping

Hard Landscaping - Details Required

Samples of materials for all hard landscape works as shown on approved drawing 1.735-006 Rev P02 shall be submitted to and approved in writing by the Local Planning Authority within 6 months of the commencement of the development. Hard landscaping

works shall then be carried out in accordance with the approved details and in any event prior to the occupation of the development. REASON: To ensure that the proposed development does not prejudice the appearance of the locality and to preserve and enhance nature conservation interests

U19921 N012 Noise and Vibration of Plant

Noise and Vibration of Plant- Specification/Layout

Within 6 months of the commencement of the development hereby approved, a scheme for the control of noise and vibration of any plant (including details of ventilation, refrigeration, air conditioning and air handling units) to be used in pursuance of this permission shall be submitted to and approved in writing by the Local Planning Authority. This shall then be so installed prior to first occupation of the premises and this shall be so retained and operated in compliance with the approved scheme. REASON: To protect the amenity of occupiers of residents of nearby properties

DETAILED INFORMATIVES

U10424 Composite Informative

Principal Policies:

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

London Plan: The Spatial Strategy (2016) Policies: 2.6, 2.7, 2.16, 3.19, 4.5, 4.6, 4.7, 5.2, 5.3, 5.6, 5.7, 5.9, 5.10, 5.11, 5.12, 6.3, 6.10, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.13, 7.14, 7.15, 7.19, 7.21

Core Strategy (2009) Policies: CP 1, CP 2, CP 3, CP 4, CP 5, CP 7, CP 8, CP 20

Development Management Plan (2011) Policies: DM DC 1, DM DC 3, DM DC 4, DM HD 4, 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 TP 1, DM TP 2, DM TP 3, DM TP 6, DM TP 7, DM TP 8, DM DC 5, DM SI 2

SPDs/SPGs: Sustainable Design and Construction (2014); The control of dust and emissions during construction and demolition (2014) Character and Context (2014); Accessible London: Achieving an Inclusive Environment (2014); Design Quality (2000); Planning Obligations (2014); Refuse and Recycling Storage Requirements (2015); Sustainable Construction Checklist (2016); Security by Design (2002)

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 the London Borough of Richmond upon Thames, 44 York Street, Twickenham TW1 3BZ, Telephone 020 8891 1411 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.

U10429 NI04 Lowest Reflectance Glazing

The applicant is advised that details submitted pursuant to condition NS18 (Glazing Details) should use the lowest reflectance (5%) glazing on the adjoining bays south-eastwards, up to the next opaque element, which on elevation (drawing no : 15735-3546-P01) submitted is the area to the left of the red glazing while on the plan this is the area to the right of the red glazing. This is because there are points, between viewpoints 4 and 5 at which these glazing panels are close to the line of sight of drivers and could reflect sunlight to them, which have not been modelled in Point 2's Daylight, Sunlight and Solar Glare Report received 21st July 2016 or in subsequent correspondence.

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

IH03C Vehicular Crossover

The permission hereby granted shall not be construed as authority to carry out works on the publicly maintained highway. The applicant is advised that all such works must be carried out by the Council's own appointed contractor following approval from Highways Management Group, London Borough of Richmond upon Thames, 44 York Street, Twickenham TW1 3BZ or highwaysandtransport@richmond.gov.uk.

Further details and application forms can be obtained from the Civic Centre by telephoning 020 8891 1411 or online http://www.richmond.gov.uk/dropped_kerbs. Application forms must be accompanied by a copy of the planning consent to which the application relates and the relevant part of the approved drawing. The cost of these highway works will be charged to the applicant.

IH05A Street trees

The applicant must consult Streets Tree Section, London Borough of Richmond upon Thames, 44 York Street, Twickenham TW1 3BZ (Telephone 020 8891 7808) with regard to arrangements for the removal of street trees (s) and any replacements they may consider appropriate.

IL12A Approved drawing numbers--

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 7300).

For the avoidance of doubt the drawing numbers to which this decision refers are as follows:- received on ****.

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.

U10425 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 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 recommended for approval and referred to the first available Planning Committee, where the agents / applicants had an opportunity to present the case.

IL29 Construction Management Statement

The applicants are advised that when drafting the Construction Management Statement, as secured via condition, each 'point' of the condition should form a sub-heading in the Statement. Where a point is not applicable please state this, with justification.

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.

U10426 NI01 Combined Heat and Power (CHP)

CHP flue must be approximately 1m high above roof level to avoid adverse effects on dispersion. All boilers including the CHP must have NO_x emissions of less than 0.04 g/KWH of heat supplied.

U10427 NI02 TLRN Footways and Carriageways

Footways and Carriageways

The footway and carriageway on the A316 Chertsey Road must not be blocked during the extension. Temporary obstructions during the extension must be kept to a minimum and should not encroach on the clear space needed to provide safe passage for pedestrians or obstruct the flow of traffic on the A316 Chertsey Road.

No skips or construction materials shall be kept on the footway or carriageway on the TLRN at any time. Should the applicant wish to install scaffolding or a hoarding on the footway whilst undertaking this work, separate licences may be required please see, <https://www.tfl.gov.uk/info-for/urban-planning-and-construction/highway-licences>

U10428 NI03 Definitions

For the purposes of this decision notice, the terms listed below shall have the following meanings:

Major Event: an event at Twickenham Stadium attended by 30,000 people or more. These may include such events as International Rugby events, other sporting events, concerts.

Larger Scale Non-Major Event: an event at Twickenham Stadium attended by more than 3,000 people. These may include such events as large conferences, banquets or weddings.

Smaller Scale Non-Major Event: an event at Twickenham Stadium attended by fewer than 3,000 people. These may include such events as conferences, banquets or weddings.

IE01A Food Hygiene

The applicant is advised to contact Commercial Environmental Health Team, 2nd Floor Civic Centre, 44 York Street, Twickenham TW1 3AB with regard to Food Hygiene Regulations.



APPENDIX 3 – Community Liaison Officer Job Description

Appointment

The Community Liaison Officer (CLO) position will be provided by the RFU through its existing community manager role.

CLO Role

The CLO will have the following roles and duties:

- to be coordinator of the East Stand Development Monitoring Group and be responsible for arranging the meetings of the East Stand Development Monitoring Group, chairing and minuting the meetings and actioning key tasks;
- to be the principal point of contact between local residents, businesses and the RFU in dealing with any issues arising from the Development;
- to be the key point of contact with all contractors on the construction process for the Site and adherence to planning conditions and this agreement as far as they impact on the construction process;
- to assist any project manager in working with the RFU departments on the construction programme;
- to be responsible for developing a community regeneration learning programme with the RFU's project manager to ensure that the Development is seen as a positive action with regard to community awareness and local regeneration; and
- to monitor the out-of-hours complaint line operated by the contractor (contractor will be expected to immediately report any calls/emails to the CLO and keep a contact log available for the CLO to review) and ensure complaints received are:
 - actioned, as necessary/justified, and
 - followed up with complainant on whether mitigation measures have been effective and where not ask the contractor to undertake further measures.
- In the absence of the contractor operating a complaint line (or operating one for less than 24h/day) the CLO will be required to set up an alternative arrangement for receiving and addressing complaints.

Governance:

The membership of the East Stand Development Monitoring Group shall comprise:

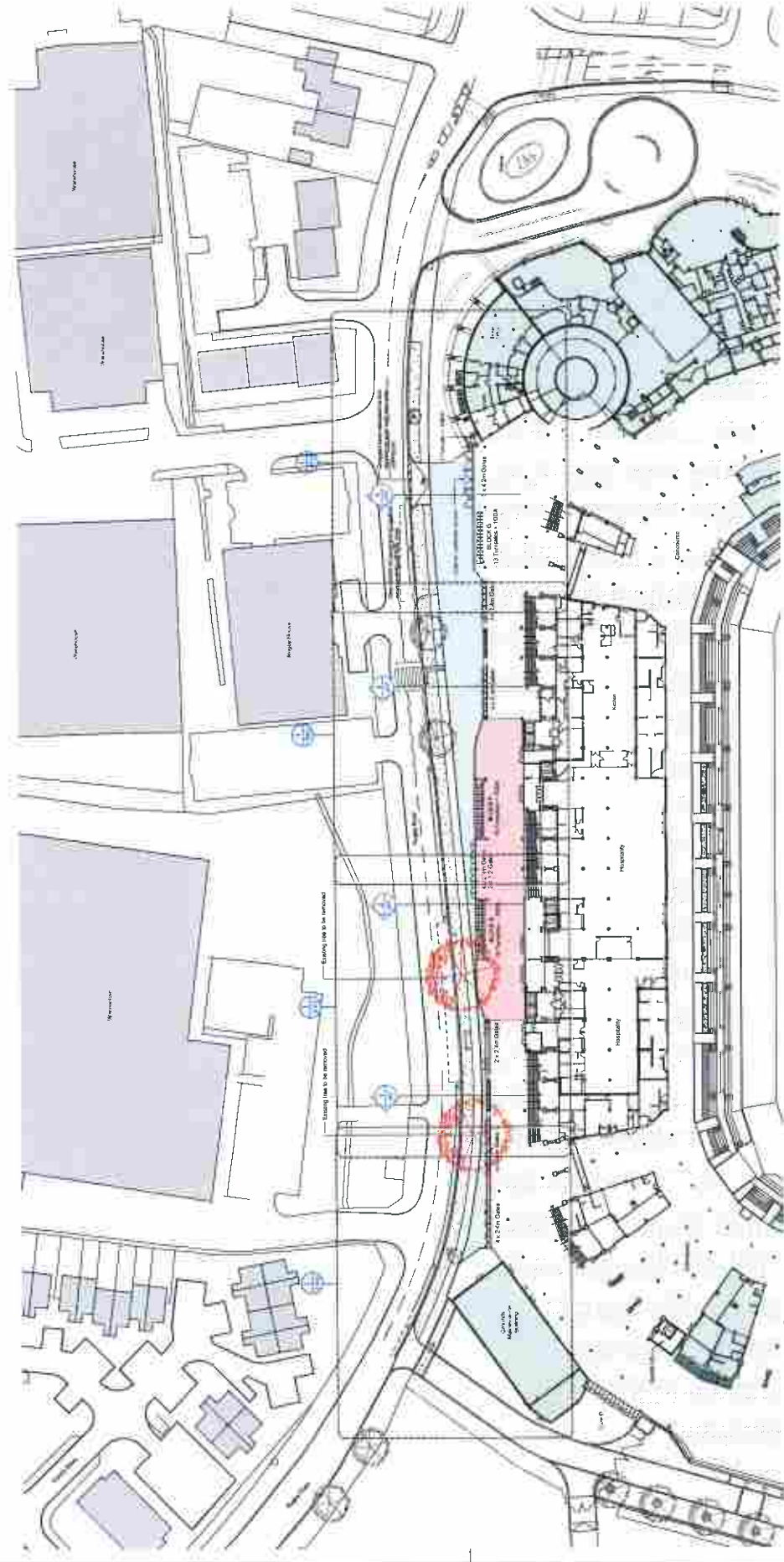
- the CLO;
- three Councillors from the St Margaret's and North Twickenham Wards;

- two residents from Butterfield Close;
- two residents from Varsity Way;
- two resident representatives of other surrounding roads;
- one representative from FORCE;
- three representatives from the Council's Planning, Highways and Environmental Health Teams;
- one representative from the RFU
- one representative for the contractors of the East Stand;
- representatives from streets, businesses and amenity groups located in the immediate vicinity of the Development; and
- such other members as are agreed by the RFU and the Council.

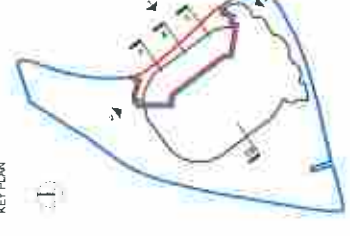
No quorum shall apply to the meetings of the East Stand Development Monitoring Group and meetings may proceed in the event that not all of the parties listed above are in attendance.

APPENDIX 4 – Identified Trees and Zebra Crossing Works Plan

DATE: 10.06.16
PROJECT: TWICKENHAM STADIUM EAST STAND EXTENSION
DRAWING NO.: L01 PLAN
SCALE: 1:500
CLIENT: KSS
ARCHITECT: KSS
DATE: 10.06.16
PROJECT: TWICKENHAM STADIUM EAST STAND EXTENSION
DRAWING NO.: L01 PLAN
SCALE: 1:500
CLIENT: KSS
ARCHITECT: KSS



- NOTES**
1. 100m wide access provision with 4m driveway paving zone
 2. 4000mm x 1000mm x 1000mm concrete kerb
 3. 4000mm x 1000mm x 1000mm concrete kerb
 4. 4000mm x 1000mm x 1000mm concrete kerb
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TENDER REF:

CLIENT:

PROJECT: TWICKENHAM STADIUM EAST STAND EXTENSION

PROPOSED EXTERNAL LANDSCAPING L01 PLAN

Scale: 1:500

Client: KSS

Project Name: TWICKENHAM STADIUM EAST STAND EXTENSION

Location: Twickenham Stadium, White Hart Lane, Twickenham, London SW15 2UE

Date: 10.06.16

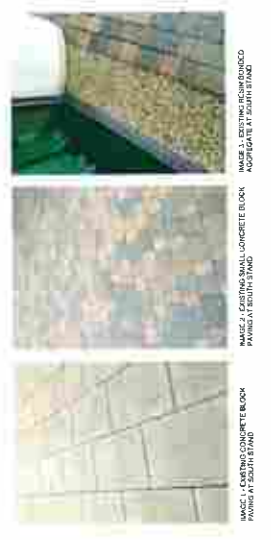
Author: [Name]

Checker: [Name]

Project No.: 147245

Sheet No.: 016

Total Sheets: 012

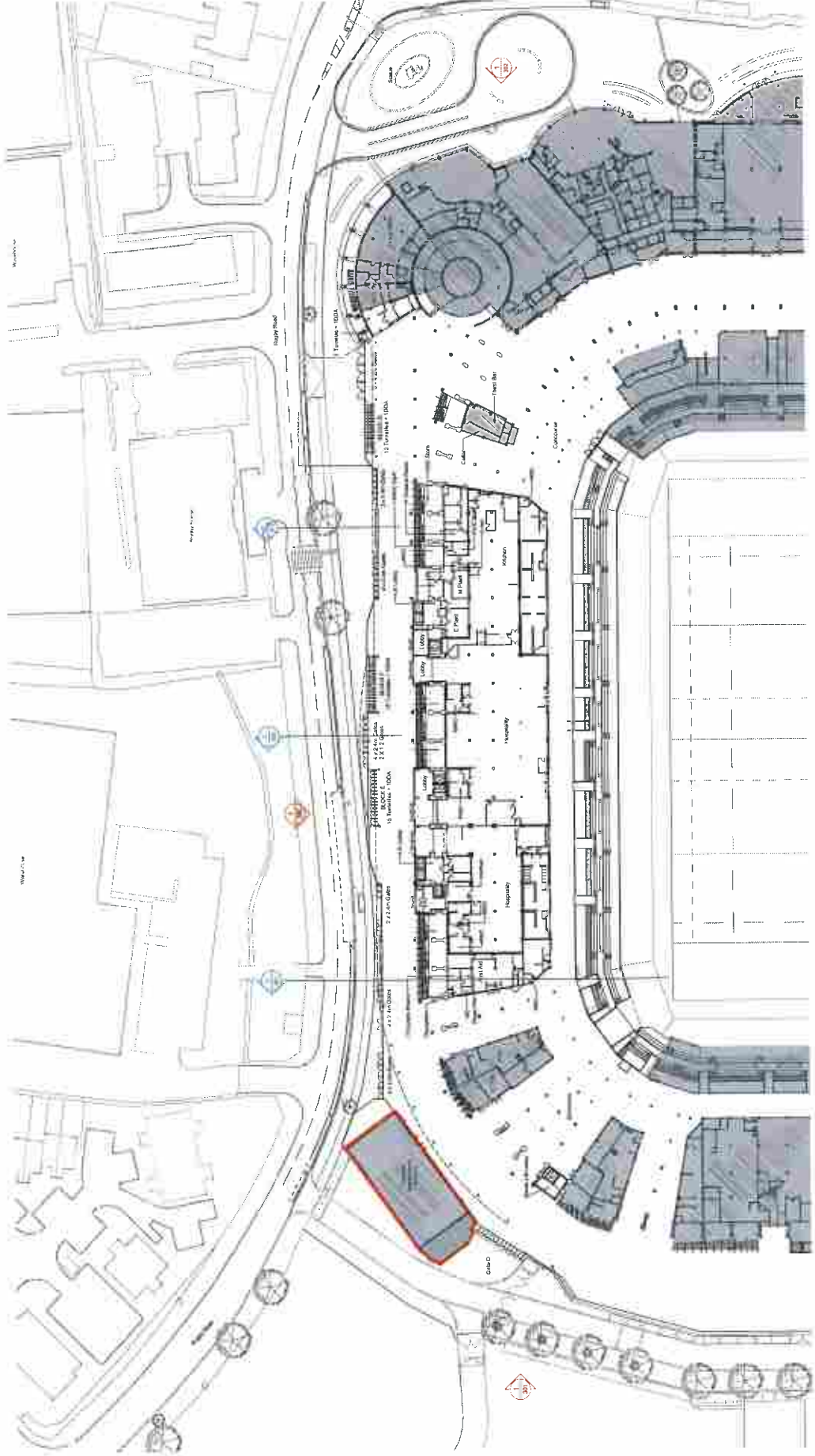


SCALE: 1:500

APPENDIX 5 – Maintenance Shed Plan



Author	Architect	Client	Contract Ref	Drawn By	Checked By
J. Smith	A. Jones	RFU	15/35	M. Green	P. White
Revision	Date	Description	Drawn By	Checked By	Scale
1		Issue for Construction	M. Green	P. White	1:500



KEY

- AREA OUT OF EAST STAND CONSTRUCTION SCOPE
- GROUND MAINTENANCE BUILDING

KEY PLAN



INFORMATION

Client	RFU
Project Name	TWICKENHAM STADIUM EAST STAND EXTENSION
Contract Ref	15/35
Scale	1:500
Issue No.	01
Issue Date	02.03.17
Issue Description	Issue for Construction
Author	M. Green
Checked By	P. White



London Office	M.L.	02.03.17
London Office	M.L.	02.03.17
London Office	M.L.	02.03.17
London Office	M.L.	02.03.17
London Office	M.L.	02.03.17

APPENDIX 6 – Metropolitan Open Land



Metropolitan Open Land
DMOS 2

T20

W2

A

1

WATERLOO

WINDMILL

APPENDIX 7 – List of OLO sites

<u>Site</u>	<u>Temporary or Permanent</u>	<u>Car Parking</u>	<u>Number of years</u>	<u>Use</u>
Chase Bridge School (ref. 08/4590/ful)	Permanent, for 6 occasions per year	110 cars (and over whole site when marquees not erected. all limited to 5 match days per year)	n/a	Corporate hospitality and parking
Kneller Hall (ref. 03/1868/FUL)	Permanent, for 6 occasions per year)	70 vehicles	N/A	Corporate hospitality and parking
Twickenham Stoop (ref. 03/0213/FUL and 03/0057/FUL)	Permanent (within the East Stand: 15 functions to midnight, 15 to 01:00am under ref. 03/0213/FUL / 7 occasions per year for hospitality tentage under ref. 03/0057/FUL)	N/A	N/A	ref. 03/0213/FUL – “non-rugby match day functions”
30 Rugby Road (Access Self Storage)	Temporary (event-by-event basis only)	N/A	Specified dates to 11 March 2017	Temporary hospitality facilities
Cardinal Vaughan Memorial School Playing Fields	Temporary (event-by-event basis only)	N/A – not restricted by condition	To 16th November 2015 (no longer extant)	Parking and broadcast compound

All Hallows Church	N/A	N/A	N/A	N/A
Richmond Upon Thames College	Temporary, for 6 days per year	N/A	5 years (to 10th March 2020)	Corporate hospitality
North Car Park	Temporary, for 10 match days and 5 non-match days for RWC (event-by-event basis only)	N/A	To 31st October 2015 (no longer extant)	“purposes of hosting the Rugby World Cup”