

# GREATER LONDON AUTHORITY

[REDACTED]  
(By email)

Our Ref: MGLA210420-9683

7 May 2020

Dear [REDACTED]

Thank you for your request for information which the Greater London Authority (GLA) received on 20 April 2020. Your request has been dealt with under the Environmental Information Regulations (EIR) 2004.

You asked for:

*Please could you supply copies of all the emails, letters, reports sent by the London Borough of Richmond upon Thames - in relation to the Turing House School planning application between 12 July 2019 to 20th April 2020. Along with any minutes of meeting you may have had with councillors or officers from Richmond Council where this application was discussed, or with the applicants themselves.*

*Please ask the (1) GLA planning team and (2) Mayor's private office and the (3) Deputy Mayor office to check their records.*

Our response to your request is as follows:

Please find attached the information the GLA holds within scope of your request. Please note that names and contact details of GLA employees and third parties are exempt from disclosure under Regulation 13 (Personal information) of the EIR. Information that identifies specific employees constitutes as personal data which is defined by Article 4(1) of the General Data Protection Regulation (GDPR) to mean any information relating to an identified or identifiable living individual. It is considered that disclosure of this information would contravene the first data protection principle under Article 5(1) of GDPR which states that Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject

If you have any further questions relating to this matter, please contact me, quoting the reference at the top of this letter.

Yours sincerely

[REDACTED]  
**Information Governance Officer**

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<https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information>

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 08 October 2019 11:00  
**To:** [REDACTED]  
**Subject:** RE: 18/3561/FUL

Yes. Feel free to call.

Thanks,

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Sent:** 08 October 2019 09:52  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** RE: 18/3561/FUL

Official

Hi [REDACTED]

Are you free today to discuss Turing House briefly?

Thanks,

[REDACTED]

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**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 09 August 2019 07:43  
**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Subject:** RE: 18/3561/FUL

Hi [REDACTED]

Sorry I must have missed you. I'm back in the office today and will be at my desk pretty much all day.

Thanks,

[REDACTED]

[REDACTED]

**Principal Strategic Planner, Development and Projects**  
GREATERLONDONAUTHORITY  
City Hall, The Queen's Walk, London SE1 2AA  
020 7983 [REDACTED] | 020 7983 [REDACTED]

**london.gov.uk**

[REDACTED] [london.gov.uk](https://www.london.gov.uk)

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**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Sent:** 08 August 2019 15:11  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** RE: 18/3561/FUL

Official

Hi [REDACTED]

I just tried calling. Please let me know when you are free.

Thanks,  
[REDACTED]

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**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 08 August 2019 14:09  
**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Subject:** RE: 18/3561/FUL

Hi [REDACTED]

I wondered if I could have a quick word with you on this if possible?  
I'm on [REDACTED]

Thanks.  
[REDACTED]

---

**From:** [REDACTED] <[mailto:[REDACTED]@richmondandwandsworth.gov.uk]>  
**Sent:** 22 July 2019 13:37  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** RE: 18/3561/FUL

Official

Hi [REDACTED]

Not that I am aware of. I email [REDACTED] about this last week but have not had a response. Our lawyers are in contact but I am not aware of any progress being made on the S106.

I am just waiting for the minutes of the committee to be agreed. Am I Ok sending the referral on in the meantime and I can confirm when the minutes are online?

Thanks,  
[REDACTED]

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**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 22 July 2019 13:31  
**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Subject:** RE: 18/3561/FUL

[REDACTED]

Have you got a draft s106 you could send through to me?

Thanks,

[REDACTED]

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**From:** [REDACTED] <[REDACTED][richmondandwandsworth.gov.uk](mailto:[REDACTED]@richmondandwandsworth.gov.uk)>  
**Sent:** 12 July 2019 14:33  
**To:** [REDACTED] <[REDACTED][london.gov.uk](mailto:[REDACTED]@london.gov.uk)>  
**Subject:** RE: 18/3561/FUL

Official

Ok no problem.

[REDACTED]

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**From:** [REDACTED] <[REDACTED][london.gov.uk](mailto:[REDACTED]@london.gov.uk)>  
**Sent:** 12 July 2019 14:22  
**To:** [REDACTED] <[REDACTED][richmondandwandsworth.gov.uk](mailto:[REDACTED]@richmondandwandsworth.gov.uk)>  
**Subject:** RE: 18/3561/FUL

Ok, thanks. I might ask you to hold off referring at stage 2 until after next week as I am on leave the week it would be going to the mayor if you were to refer it next week.

Thanks,

[REDACTED]

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**From:** [REDACTED] <[REDACTED][richmondandwandsworth.gov.uk](mailto:[REDACTED]@richmondandwandsworth.gov.uk)>  
**Sent:** 12 July 2019 14:16  
**To:** [REDACTED] <[REDACTED][london.gov.uk](mailto:[REDACTED]@london.gov.uk)>  
**Subject:** RE: 18/3561/FUL

Official

[REDACTED]

They agreed with our recommendation for approval.

We'll refer it on to yourselves next week.

Regards,

[REDACTED]

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**From:** [REDACTED] <[REDACTED][london.gov.uk](mailto:[REDACTED]@london.gov.uk)>  
**Sent:** 12 July 2019 14:13  
**To:** [REDACTED] <[REDACTED][richmondandwandsworth.gov.uk](mailto:[REDACTED]@richmondandwandsworth.gov.uk)>  
**Subject:** RE: 18/3561/FUL

What was the outcome at committee?

Thanks,

[REDACTED]

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**From:** [REDACTED] <[REDACTED][richmondandwandsworth.gov.uk](mailto:[REDACTED]@richmondandwandsworth.gov.uk)>  
**Sent:** 04 July 2019 15:20

To: [REDACTED] <[REDACTED]@london.gov.uk>  
Subject: RE: 18/3561/FUL

Hi [REDACTED]

Just to confirm (If I haven't already done so!), the application is going our planning committee next Wednesday (10<sup>th</sup> July).

Regards,  
[REDACTED]

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From: [REDACTED] <[REDACTED]@london.gov.uk>  
Sent: 24 June 2019 11:17  
To: [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
Subject: RE: 18/3561/FUL

Hi [REDACTED]

I have chased, hopefully they will get back to me shortly but I know they are swamped atm. Can you let me know when your committee report will be made available?

Thanks,  
[REDACTED]

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From: [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
Sent: 24 June 2019 11:00  
To: [REDACTED] <[REDACTED]@london.gov.uk>  
Subject: FW: 18/3561/FUL

Hi [REDACTED]

Are you able to run this information past your energy team?

We're hoping to take this to committee on 10 July so if they could respond asap that would be appreciated.

Thanks,  
[REDACTED]

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From: [REDACTED] <[REDACTED]@dppukltd.com>  
Sent: 20 June 2019 15:27  
To: [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
Cc: [REDACTED]

Subject: RE: 18/3561/FUL

Hi [REDACTED]

Hopefully you have now had our response on all outstanding and I understand that following the Arboriculture/Ecology site visit yesterday, [REDACTED] is now content with the proposals subject to conditions that he is to recommend. If that is not the case please advise ASAP.

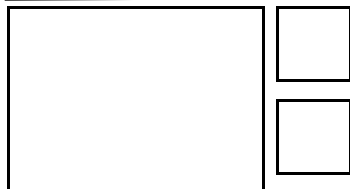
In terms of the S106, the matters I have for the Heads of Terms are as follows;

- . TfL bus contribution - staged draw down payments to be related to demand for new buses over a period of 5 years but capped at **£1.175m** unless alternative government funding for TfL bus services is confirmed during this period. Drawdown is also to be subject to evidence of enhanced patronage related to the school.
- . Contribution toward pedestrian and cycle improvements (Hospital Bridge Road/A316 Junction) - **£120,000**
- . Carbon Offset Contribution to achieve zero carbon – based on the assessment attached, this would give rise to a figure of **£105,828.21**
- . Contribution toward maintenance of Heathfield Recreation Ground (but excluding any additional capital spending which we do not feel is justified in terms of the S106 tests) - **£17,500**
- . Transfer of land and commuted sum for additional Public Open Space. Whilst we note that LBRuT would propose to undertake the enhancement works for this area themselves, we believe that the figure sought from the applicant for these works of £250,971 over 5 years to landscape and maintain this area is excessive. The contractors had budgeted a figure of **£71,405** for works to this area and we feel that this is a reasonable and proportionate figure on top of the value of the extensive area of land that LBRuT will be receiving free of charge.

Again, if you feel there are any additional items, please highlight these.

[REDACTED]  
**Director**

[REDACTED]  
[@dppukltd.com](mailto:[REDACTED]@dppukltd.com)



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**From:** [REDACTED] <[\[REDACTED\]@richmondandwandsworth.gov.uk](mailto:[REDACTED]@richmondandwandsworth.gov.uk)>

**Sent:** 13 June 2019 15:13

**To:** [REDACTED]

**Subject:** RE: 18/3561/FUL

Dear All,

Just to confirm, in order to meet the target committee date of 10 July (currently provisional and not public information) we will need all information and all matters resolved by next Friday (21<sup>st</sup>). If we do not have all matters resolved by this date we will not be taking the case to committee until September at the earliest.

DPP – can you please confirm all matters I have emailed requesting clarification on (i.e. confirmation on bus contribution, surface of MUGA, new parking layout etc) as soon as possible.

Regards,

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**From:** [redacted]@dppukltd.com>

**Sent:** 12 June 2019 15:59

**To:** [redacted] <[redacted]@treesurveys.co.uk>; [redacted] <[redacted]@wildfuture.co.uk>; [redacted] <[redacted]@dppukltd.com>

**Cc:** [redacted]

**Subject:** RE: 18/3561/FUL

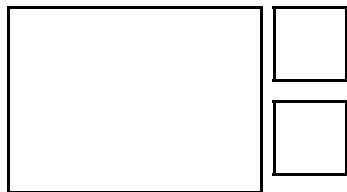
Hi [redacted]

We have discussed this with the team and would actually like to go for the 19<sup>th</sup> at 11:30 if that works for you. We have pulled it back to an earlier date to give a bit more comfort room to incorporate any changes coming out of the onsite discussions so that these can be reviewed and considered by [redacted] when writing up his officer report.

Thanks

[redacted]  
[redacted]  
**Senior Planner**

[redacted]  
[redacted]@dppukltd.com



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**From:** [REDACTED] <[REDACTED]@TreeSurveys.co.uk>

**Sent:** 12 June 2019 11:36

**To:** [REDACTED] <[REDACTED]@wildfuture.co.uk>; [REDACTED] <[REDACTED]@dppukltd.com>

**Cc:** [REDACTED]  
[REDACTED]  
[REDACTED]

**Subject:** RE: 18/3561/FUL

Hi [REDACTED] / [REDACTED]

I am able to make the 21<sup>st</sup> and am flexible with regards to the time of the meeting.

Kind regards

[REDACTED]

[REDACTED]

Arboricultural Manager – South West Office



Tel: 01722 657423 Mob: 07843 247585 [REDACTED] [treesurveys.co.uk](http://treesurveys.co.uk) [www.treesurveys.co.uk](http://www.treesurveys.co.uk)

**Head Office:** 5 Moseley's Farm Business Centre, Fornham All Saints, Bury St. Edmunds, Suffolk, IP28 6JY

**South West Office:** Unit 7, Enterprise House, Cherry Orchard Lane, Salisbury, Wiltshire, SP2 7LD

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 Please consider your environmental responsibility - think before you print!

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**From:** [REDACTED] [[mailto:\[REDACTED\]@wildfuture.co.uk](mailto:[REDACTED]@wildfuture.co.uk)]

**Sent:** 11 June 2019 18:27

**To:** [REDACTED] <[REDACTED]@dppukltd.com>

**Cc:** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Subject:** RE: 18/3561/FUL

Dear [REDACTED]

Thanks for agreeing to the meeting – I suggested it just to consider the fencing along the northern boundary and the impact on the boundary scrub and dry ditch but I'm happy to discuss anything else needed to make best use of the trip.

I generally think it would be beneficial to have the fencing on the boundary to assist in preventing the access and tipping by some neighbours, but I am concerned by the impacts of removing sections of the scrub in terms of habitat and use as a corridor. If [redacted] and [redacted] can attend - and perhaps someone with knowledge of the construction method - I hope that we can find a workable compromise that retains the vegetation of value, installs the fence on a good line and sees some mitigation / restoration carried out in the course of the project.

My diary is quite flexible - I could do Thursday 14<sup>th</sup>, Friday 15<sup>th</sup>, Tuesday 18<sup>th</sup>, Wednesday 19<sup>th</sup>, Friday 21<sup>st</sup>, Monday 24<sup>th</sup> or Tuesday 25<sup>th</sup> (pm).

Kind regards,

[redacted]

[redacted]

Director

Wild Future Outdoors Ltd.

[redacted]

w: [wildfutureconsultancy.co.uk](http://wildfutureconsultancy.co.uk)

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**From:** [redacted] [mailto:[redacted]richmondandwandsworth.gov.uk]

**Sent:** 30 May 2019 11:56

**To:** [redacted]

**Cc:** [redacted]

[redacted]

**Subject:** RE: 18/3561/FUL

Hi [redacted]

Yes please arrange with [redacted] directly – I don't think I need to attend. He is copied into this email so I will allow him to arrange from here.

Yes that's correct. [redacted] has now had sight of the new layout with 20m buffer so he may be able to discuss this at the meeting also.

[redacted]

---

**From:** [redacted] <[redacted]@[dppukltd.com](http://dppukltd.com)>

**Sent:** 30 May 2019 11:54

**To:** [redacted]

[redacted]

[redacted]

[redacted]

**Subject:** RE: 18/3561/FUL

[redacted] I now have confirmation that our arboriculturalist ([redacted]) and ecologist ([redacted]) are able to attend a site meeting with [redacted]. Should they contact him direct to confirm a date and time? Also does our landscape architect [redacted] need to attend? I get the impression this is more about impacts on the existing vegetation and habitats as opposed to future proposals.

██████████  
Director

██████████  
██████████  
[@dpukltd.com](mailto:██████████@dpukltd.com)



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**From:** ██████████  
**Sent:** 30 May 2019 11:01  
**To:** ██████████ <██████████@richmondandwandsworth.gov.uk>  
**Cc:** ██████████ <██████████@dpukltd.com>; ██████████ <██████████@dpukltd.com>  
**Subject:** RE: 18/3561/FUL

██████████

The MUGA has been moved to address concerns of your tree/landscape officer with the objective of reducing impact on existing boundary trees. We still feel this is a valid design change given the objections from the local residents/Action Group/ tree officer.

It also reduces the requirement for expensive root protection/cell details under the permeable MUGA surface.

We can show a green surface as requested no problem.

I enclose a copy of the proposed revised layout plan for your advance comment. We aim to submit these formally within the next few days.

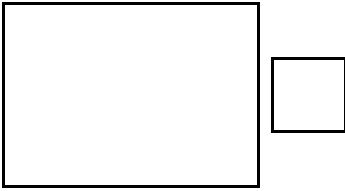
I am just waiting to hear back from our ecologist who is on leave this week but yes a meeting on site is a good idea.

Re TfL I think the car park reduction is not going to be acceptable to either the school or your members/residents especially now the CPZ has been confirmed, but we will respond on this more fully.

██████████  
Director

██████████  
██████████  
[@dpukltd.com](mailto:██████████@dpukltd.com)





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**W2 6ET**

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**From:** [redacted] <[redacted]@richmondandwandsworth.gov.uk>

**Sent:** 29 May 2019 15:45

**To:** [redacted] <[redacted]@dppukltd.com>

**Cc:** [redacted]

**Subject:** RE: 18/3561/FUL

Thanks [redacted]

Please see latest TfL response below with a few comments in red from me.

It is welcome news to hear that you are proposing extending the buffer. I've just had quick chat with our ecologist and his main concern was a meaningful buffer of circa 20m north of the playing pitches - there wasn't a specific request to move the MUGA (or provide a 20m buffer north of the MUGA). I think it would be best to leave the MUGA in its current location as I am wary that this might open up other issues depending on how much / where the MUGA is moving to (i.e. access arrangements to playing pitches, MOL/visual impact assessments etc). Please let me know and happy to discuss.

Also, whilst we're on the subject of the MUGA – our UD officer had requested a green surface as opposed to grey (or - as originally proposed - red). This would be most appropriate in MOL terms. Can you please re-consider this whilst you are amending the plans.

Further to the ecology comments I sent yesterday re the northern boundary, [redacted] our ecologist is very keen to reach an agreement and can meet on site to discuss this with your consultants. His contact details are:

[redacted]  
[redacted]  
[redacted]@wildfuture.co.uk

With regard to the HBRAG info, I am just going through the latest so will get back to you with any queries. I don't think we need a further response but I am getting feedback from our consultees. I will send a response from our air quality officer.

Regards,  
[redacted]

Car Parking

- Retain objection on the basis of 45 car parking spaces
- TfL have requested a reduction of car parking spaces to 23 car parking spaces. This is a sufficient level of car parking that would allow the school to operate.

- . It is important to note that since the proposals are for a new school in this location, travel patterns to/from the site are yet to be established. Therefore, over time as the school develops to reach full capacity, having few car parking spaces would influence the staff travel patterns from the outset.

#### Controlled Parking Zone (CPZ)

- . Seek clarification on proposed CPZ in the area surrounding the proposed site.

#### Buses

- . TfL have been in talks with the applicant and the London Borough of Richmond regarding the financial bus contributions and are waiting to hear a response from the applicant.

#### Cycle Parking

- . It has been noted and welcomed that the applicant has confirmed all cycle parking is London Cycle Design Standard compliant.

#### Pedestrian and Cyclist Safety

- . The financial contribution of £120k towards improvements to the Hospital Bridge Road/ A316 Roundabout is welcomed and should be secured via the S106 agreement.
- . TfL request further information on the Borough wide proposal of 20mph
- . If this consultation was not successful then TfL would expect the London Borough of Richmond upon Thames to implement a 20mph zone in this stretch of Hospital Bridge Road, in order to adhere to the Vision Zero Strategy.
- . The proposal includes Turing House School and the neighbouring Nursery sharing the access from Hospital Bridge Road. It is noted that the access will be improved, however TfL request clarification if the applicant has spoken with the adjoining site to request that deliveries will occur outside school arrival and finishing times. An agreement such as this would reduce the potential risk of conflict between the pedestrian, cyclists and vehicles, adhering to the Vision Zero strategy. **PLEASE CONFIRM**

#### Community Use

- . TfL request confirmation on whether the applicant is proposing community use for the school on weekends. This should be explored to see if there are any potential impact on the surrounding area. **I HAVE SENT ON DRAFT CUA**

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**From:** [REDACTED] <[REDACTED]@[dppukltd.com](mailto:dppukltd.com)>  
**Sent:** 28 May 2019 16:00  
**To:** [REDACTED] <[REDACTED]@[richmondandwandsworth.gov.uk](mailto:richmondandwandsworth.gov.uk)>  
**Cc:** [REDACTED] <[REDACTED]@[dppukltd.com](mailto:dppukltd.com)>; [REDACTED] <[REDACTED]@[dppukltd.com](mailto:dppukltd.com)>  
**Subject:** RE: 18/3561/FUL

Thanks [REDACTED]

I have forwarded the comments to our arboriculturalist and ecologist and have asked for their availability for a site meeting.

Just so you are aware, we have updated the site layout to pull the pitches and MUGA southward so that there will now be a 20m wide wildlife corridor along most of the northern boundary. The car ark has also been adjusted to miss the oak tree group G003. This has not yet been submitted to you as I am trying to group responses on issues rather than constantly drip feeding information. However, I aim to have this across before the end of the week.

Have you read the latest HBRRAG material? We didn't think it had much to add but are there any points upon which you feel you need a response?

[REDACTED]

Director



@dppukltd.com



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**From:** [redacted] <[redacted]@richmondandwandsworth.gov.uk>  
**Sent:** 28 May 2019 15:29  
**To:** [redacted] <[redacted]@dppukltd.com>; [redacted] <[redacted]@dppukltd.com>  
**Subject:** 18/3561/FUL

Hi [redacted]

As I mentioned, our ecologist visited the site last week to look at the northern boundary. Please see his notes below. I think the best way forward is to arrange a meeting on site with your ecology and tree consultants. If so, please forward their details.

Regards,  
[redacted]

- Concerns with the removal of the sections of hedge / groups of trees A002, H001 and H002 to facilitate the boundary fencing (A003 looks okay as this is mostly suckering cherry scrub). The proposal maps aren't very detailed and there is no ecological assessment. The preliminary ecological assessment considered the boundary habitat briefly and concluded it was of local value only but it is arguably more important than that and there was no proposal to remove it at that stage.
- The value of this boundary as a wildlife corridor has been emphasised throughout this process. The vegetation along the boundary line is generally quite mature and would take a long time to be replaced. Whilst there are individual trees or short sections (especially non-natives) where the removal and restoration could be beneficial – and the fence would certainly be necessary to prevent fly tipping of waste from the adjacent houses – carrying this out along almost all of the boundary can only have an overall negative effect on the value of the boundary habitat for birds, bats and other wildlife. A Green Hairstreak, a rare butterfly for London although not a species of principal importance, which depends on scrub was spotted on the site visit. Also within this edge habitat is the ditch that we have been keen to conserve. One section of the boundary has dense Japanese Knotweed and this will either need to be skirted or excavated.
- Some more information may help. I struggled to interpret the drawings. At H001, for example, only a narrow slice of the hedge seems to be shown as being removed – but the hedge was only one row of shrubs wide and the actual shaded part did not have any shrubs in it, so I presume it will all be removed. I also can't see how the fence can be erected through H003 without removal similar to the other sections taking place.

- Without further info, if the applicant wishes to consider erecting the fence on the boundary I think more work is needed. This cannot be dealt with by conditions. I would suggest a site meeting with the client and their tree and ecological consultants to look in detail at the proposals and what can be done to reduce the impacts and restore the site afterwards. It may be possible to find a more acceptable solution that can be presented as a joint fence / biodiversity measure that retains some of the key larger shrubs on the boundary.

- If it can't be, I would need to object and a breeding bird survey and bat activity survey would be needed due to loss of nesting / foraging habitat.

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[Redacted]

**From:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Sent:** 22 October 2019 16:18  
**To:** [Redacted]  
**Subject:** [Redacted] shared the folder "Hospital Bridge Road" with you.

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[Comments previously disclosed at <https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information/foi-disclosure-log/eir-turing-house-2>]



Hospital Bridge Road

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**From:** [redacted] <[redacted]@richmondandwandsworth.gov.uk>  
**Sent:** 22 October 2019 16:19  
**To:** [redacted]  
**Subject:** RE: Turing House School

Official

Hi [redacted]

I've just sent you a link to the dropbox folder which I was going to send you for the stage 2 referral. It now includes the consultee comments as requested.

Regards,  
[redacted]

---

**From:** [redacted]  
**Sent:** 22 October 2019 14:13  
**To:** [redacted] <[redacted]@london.gov.uk>  
**Subject:** RE: Turing House School

Official

Hi [redacted]

Sorry forgot about this. I'll send across later today.

Can I just about the energy strategy contribution. We calculated a figure of £105,828.21 at the application stage but I am aware that the GLA had some outstanding matters that it was still working through with the applicant re the energy strategy. Is it therefore likely that the contribution will change?

I just need to know for the S106.

Are you happy if we leave the figure blank (or TBC) for the purposes of the draft S106 with the final figure to be inserted prior to the signing of the S106 and issuing of the decision (at which point the figure may have changed)?

Thanks,  
[redacted]

---

**From:** [redacted] <[redacted]@london.gov.uk>  
**Sent:** 15 October 2019 10:37  
**To:** [redacted] <[redacted]@richmondandwandsworth.gov.uk>  
**Subject:** RE: Turing House School

Just the external please.

Ok, thanks anyway. I think I've ruled it out as a potential MOL land swap anyway due to site constraints.

Thanks!

---

**From:** [redacted] <[redacted]@richmondandwandsworth.gov.uk>  
**Sent:** 15 October 2019 10:35  
**To:** [redacted] <[redacted]@london.gov.uk>  
**Subject:** RE: Turing House School

Official

Hi [redacted]

Do you need internal (LBRuT) as well as external statutory consultee comments?

There isn't a great deal I can add re the Hampton Hill juniors site unfortunately. A feasibility study is being undertaken as you are aware of but it is too early to say what might happen to this site and whether the re-location may go ahead. I think you were referring to this site as potential replacement MOL but I also note that the Hampton Hill site was assessed through the sequential report.

Regards,  
[redacted]

---

**From:** [redacted] <[redacted]@london.gov.uk>  
**Sent:** 14 October 2019 13:26

To: [REDACTED] [REDACTED] <[REDACTED][richmondandwandsworth.gov.uk](mailto:richmondandwandsworth.gov.uk)>

Subject: Turing House School

Hi [REDACTED]

I'm drafting my stage 2 report. Can you please send through copies of the statutory consultation responses?

Did you get to the bottom of my Hampton Hill School query?

Many thanks,

[REDACTED]

**Principal Strategic Planner, Development and Projects**

**GREATERLONDONAUTHORITY**

City Hall, The Queen's Walk, London SE1 2AA

020 7983 [REDACTED] | 020 7983 [REDACTED]

**[london.gov.uk](http://london.gov.uk)**

[REDACTED] [london.gov.uk](http://london.gov.uk)

#LondonIsOpen

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Sent:** 22 November 2019 16:50  
**To:** [REDACTED]  
**Subject:** RE: Turing House School  
**Attachments:** S106Version211119-V1.DOCX

Official

Hi [REDACTED]  
Further to my previous email, I believe the TfL indexation may now have been agreed but the latter two issues (which are linked) are still outstanding. Our legal and property teams are working with the applicant's and Hounslow's legal/property teams to resolve the outstanding matters on contamination and the lease. Therefore, the heads of terms of the lease and a clause relating to the remediation of the contaminated land will need to be inserted once agreements have been made.  
The latest version is attached for your info.  
We think that we are ready to send over to you for Stage 2. Can you please confirm you will accept this draft for the purposes of validating the Stage 2 on this basis?

Thanks,

---

**From:** [REDACTED]  
**Sent:** 13 November 2019 16:36  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** RE: Turing House School

Official

Hi [REDACTED]  
We're slowly getting there with the S106. There are three outstanding matters:

- TfL contribution indexation (the applicant is in discussions with TfL on this)
- Lease details – LBRuT has agreed the principle of a 125 year lease for the land but the details are being worked through between LBRuT, the applicant and Hounslow.
- Contamination – I believe ground investigation has shown the land is contaminated and so this matter is being discussed in terms of who would be responsible for the remediation works

Are you happy for us to send through the draft S106 and begin the stage 2 referral with these matters outstanding and to be worked through and agreed prior to the decision?

Thanks,

---

**From:** [REDACTED]  
**Sent:** 22 October 2019 14:13  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** RE: Turing House School

Official

Hi [REDACTED]  
Sorry forgot about this. I'll send across later today.  
Can I just about the energy strategy contribution. We calculated a figure of £105,828.21 at the application stage but I am aware that the GLA had some outstanding matters that it was still working through with the applicant re the energy strategy. Is it therefore likely that the contribution will change?  
I just need to know for the S106.  
Are you happy if we leave the figure blank (or TBC) for the purposes of the draft S106 with the final figure to be inserted prior to the signing of the S106 and issuing of the decision (at which point the figure may have changed)?

Thanks,

---

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**Sent:** 15 October 2019 10:37

**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

**Subject:** RE: Turing House School

Just the external please.

Ok, thanks anyway. I think I've ruled it out as a potential MOL land swap anyway due to site constraints.

Thanks!

---

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**Sent:** 15 October 2019 10:35

**To:** [REDACTED] <[REDACTED]@london.gov.uk>

**Subject:** RE: Turing House School

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Regards,

[REDACTED]

---

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**Sent:** 14 October 2019 13:26

**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

**Subject:** Turing House School

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Did you get to the bottom of my Hampton Hill School query?

Many thanks,

[REDACTED]

**Principal Strategic Planner, Development and Projects**

GREATERLONDONAUTHORITY

City Hall, The Queen's Walk, London SE1 2AA

020 7983 [REDACTED] | 020 7983 [REDACTED]

**london.gov.uk**

[REDACTED] [london.gov.uk](mailto:[REDACTED]@london.gov.uk)

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DATED \_\_\_\_\_ 2019

- (1) THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF RICHMOND  
UPON THAMES
- (2) THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HOUNSLOW
- (3) SECRETARY OF STATE FOR HOUSING,  
COMMUNITIES AND LOCAL  
GOVERNMENT

AGREEMENT UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING ACT  
1990 (AS AMENDED)  
RELATING TO LAND AT HOSPITAL BRIDGE ROAD, TWICKENHAM TW2 6LH

THIS DEED OF AGREEMENT is made the            day of            2019

**B E T W E E N**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of [            ] ("the Council")
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HOUNSLOW** of [            ] ("the Freeholder")
- (3) **THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL GOVERNMENT** of 4<sup>th</sup> Floor Fry Building 2 Marsham Street London SW19 4DF ("the Developer")

**INTERPRETATION**

In this Deed the following words and expressions shall have the following meanings:-

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"Bus Services"	additional bus journeys to coincide with school start and end times to and from the Property on bus routes to be agreed with the Council
"Bus Services Contribution"	means a contribution <a href="#">Indexed</a> towards the provision of the Bus Services in a sum to be agreed by the Developer and the Council acting reasonably in accordance with the provisions of paragraph 2 of Schedule 1 of this Deed which contribution shall comply with the requirements of Regulation 122 of The Community Infrastructure Regulations 2010 and which for the avoidance of doubt shall not exceed £1,175,000.00
"Commencement of Development"	means the carrying out of a material operation as defined by Section 56(4) of the 1990 Act in relation to the Development but shall not include the following:  (i) site clearance;  (ii) demolition work;  (iii) ground investigatory site survey work;  (iv) construction of boundary fencing or any other temporary means of enclosure;

	<p>(v) archaeological investigation;</p> <p>(vi) works of decontamination or remediation of other adverse ground conditions;</p> <p>(vii) diversion and laying of services;</p> <p>(viii) temporary access works; and</p> <p>(ix) temporary display of site notices or advertisements</p> <p>and the term "<b>Implemented</b>" and "<b>Implementation</b>" shall be construed accordingly</p>
"Community Use Agreement"	means an agreement to be made between the Council and the School Trust or such other entity as the Council considers appropriate substantially in the form of the agreement contained in Appendix 1 to this Deed
"Development"	means the development of the Property pursuant to the Planning Permission
"Energy Strategy Contribution"	means a contribution of £105,828.21 Indexed towards the Council's carbon offset fund
"Footpath"	means a footpath to be constructed in the north-east corner of Heathfield Recreation Ground in an exact location to be agreed by the Council and Developer acting reasonably
"Footpath Contribution"	means a contribution of £1,625 Indexed towards [the construction of the Footpath ] Indexed
"HDM"	<u>The Council's Head of Development Management</u>
"Highways Agreement"	<p>means an agreement made pursuant to section 278 of the Highways Act 1980 which shall provide for the following works to be carried out:</p> <p>(i) construction of a simple priority junction access with entry treatment to be agreed with the Local Highway Authority;</p> <p>(ii) the removal of signs and markings at the northern end of the existing 20mph zone outside the Bishop Perrin School;</p> <p>(iii) the relocation of the existing gateway signage of the 20mph zone outside the Bishop Perrin School to a new location to be agreed with the local highway authority to the north of the site access;</p> <p>(iv) the construction of zebra pedestrian crossing (in addition to any other alternative safety measures deemed necessary to ensure</p>

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	<p>pedestrian and highway safety) on the B358 Hospital Bridge Road, together with dropped kerbs and tactile paving and any associated highway works, with the details to be agreed with the Local Highway Authority prior to commencement of the development;</p> <p>(v) the construction of new dropped kerbs and any associated highway works at the Montrose Avenue/B358 Hospital Bridge Road priority junction; and</p> <p>(vi) the insertion of a speed hump on the B358 Hospital Bridge Road to the north and south the site access to denote entry and exit from the above-mentioned 20mph zone</p>
<b>"Indexed"</b>	<p>increased in accordance with the following formula:</p> <p>Amount payable = the payment specified in this Deed x (A/B) where:</p> <p>A= the figure for the [Consumer Prices Index] that applied immediately preceding the date the payment is due.</p> <p>B= the figure for the [Consumer Prices Index] that applied when the index was last published prior to the date of this Deed.</p>
<b>"Monitoring Fee"</b>	means the sum of £5,412 to be paid to the Council for its costs in monitoring the planning obligations in this Deed
<b>"Occupy"</b>	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation in relation to security operations and <b>"Occupied"</b> and <b>"Occupation"</b> shall be construed accordingly
<b>"Pedestrian Crossing Contribution"</b>	means the contribution of £120,000 Indexed towards improved pedestrian crossing facilities at the A316/Hospital Bridge Road junction to improve the safety of pedestrian and cyclists
<b>"Plan"</b>	means the plan attached numbered [ ]
<b>"Planning Application"</b>	means a planning application bearing reference number 18/3561/FUL for Change of use of part of the open grassland and adjacent horticultural nursery for the development of a 5FE Secondary School and Sixth Form (Class D1) for 1,050 pupils (750 secondary school places and 300 sixth form places). Development is to include the formation of a new north boundary line associated to the horticultural nursery, and the erection of a main teaching block and adjoining sports block, up to three storeys in height, and associated plant and mechanical equipment, 3 court MUGA, playing pitches, on site car park, cycle parking spaces, hard and soft landscaping; amendments to existing access road to provide dual access to Nursery and Turing House School; and associated public highway works. Additional

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	provision of an area of land to be dedicated as Public Open Space as an extension to Heathfield Recreation Ground; and the school will be subject to a Community Use Agreement
<b>"Planning Permission"</b>	means a planning permission resolved to be granted pursuant to the Planning Application subject to the prior completion of this Deed
<b>"Property"</b>	means land at Hospital Bridge Road, Twickenham TW2 6LH shown edged red on the Plan attached hereto
<b>"Public Open Space"</b>	means the land shown [ ] on the plan attached hereto to be provided as public open space and to be transferred from the Freeholder to the Council under the provisions of this Deed
<b>"Public Open Space Contribution"</b>	means the contribution of £153,809 Indexed towards the grassland restoration and five year management and maintenance of the Public Open Space
<b>"Recreation Ground Contribution"</b>	means the contribution of £28,500 Indexed towards the maintenance of Heathfield Recreation Ground, towards the provision of bins and benches on Heathfield Recreation Ground and towards further mitigation measures for the impact of the development on Heathfield Recreation Ground
<b>"School Travel Plan"</b>	means a travel plan in respect of the Development on the Property, the objectives of which shall: <ul style="list-style-type: none"> <li>(i) promote awareness of transport issues and the impact of traffic on the local environment;</li> <li>(ii) show a commitment to improving traffic conditions within the local area;</li> <li>(iii) influence the reduction in the level of private car journeys to and from the Development in order to reduce air pollution and the consumption of fossil fuels;</li> <li>(iv) maximise the proportion of journeys to from the Development by sustainable modes of transport such as walking cycling and public transport</li> <li>(v) to raise awareness of pupil safety at the school entrance at school peak times and throughout the day</li> </ul>
<b>"School Travel Plan Monitoring Fee"</b>	means the annual sum of £1,000 to be used by the Council for the monitoring of the School Travel Plan

<b>"School Trust"</b>	means the Russell Education Trust or such other organisation as operates the school on the Development from time to time
<b>"Statutory Undertaker"</b>	means any legal entity authorised by statute to carry on an undertaking for the supply of television, telecommunications, electricity, gas, water and/or drainage
<b>"Traffic Management Contribution"</b>	means £3,000 to seek to secure a traffic management order to: <ul style="list-style-type: none"> <li>• extend the existing Bishop Perrin 20mph Zone on the B358 Hospital Bridge Road from its current location to a position north of the railway bridge; and</li> <li>• insert double yellow lines on the B358 Hospital Bridge Road and Montrose Avenue as shown in Drawing No 007 Rev. E, and on both sides to a location agreed by the Highway Authority</li> </ul>
<b>"Working Day"</b>	means any day excluding Saturdays(-excepting the hours of 8am-1pm), Sundays and any statutory or bank holiday and the term <b>"Working Days"</b> shall be construed accordingly-

**WHEREAS:**

- (A) The Council is the local planning authority for the administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (B) The Freeholder is registered at the Land Registry as the freehold owner of that part of the Property registered under title number AGL333340
- (C) The Developer is registered at the Land Registry as the leasehold owner of that part of the Property registered under title number TGL493814
- (D) The Council has resolved to approve the Planning Application and grant the Planning Permission subject to the prior completion of a deed of planning obligation under section 106 of the 1990 Act to secure the planning obligations now contained in this Deed.

**NOW THIS DEED WITNESSETH** as follows:

- 1 THIS Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of The Local Government Act 1972, Section 16 of The Greater London Council (General Powers) Act

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1974, and Section 1 of The Localism Act 2011 and any other enabling statutory provisions.

2 The Developer and the Freeholder COVENANT with the Council to observe and perform the obligations and covenants contained in Schedule 1 to this Deed

3 The Council COVENANTS with the Developer and the Freeholder to observe and perform the obligations and covenants contained in Schedule 2 to this Deed

#### 4 MISCELLANEOUS AGREEMENTS AND DECLARATIONS

The Parties agree that:

(a) The planning obligations contained in Schedule 1 to this Deed are conditional upon the grant of the Planning Permission and Implementation having occurred save for the provisions of paragraph 1 and paragraph 4 of Schedule 1 which shall have effect on the grant of Planning Permission;

Commented [REDACTED] TBC

(b) nothing contained in this Deed constitutes a planning permission;

(c) nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed;

(d) if any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible;

(e) a reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa;

(f) a reference to a clause is a reference to a clause contained in this Deed;

(g) the expressions "the Council" and "the Freeholder" and "the Developer" shall include their respective successors in title and assignees.

**5 Local land charge provisions**

The Parties agree that:

- (a) This Deed is a Local Land Charge and shall be registrable by the Council in the Council's Register of Local Land Charges immediately on completion thereof;
- (b) The Council will, upon written request by the Freeholder or the Developer if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Freeholder or the Developer hereunder have been wholly performed or discharged.

**6 Reference to statutes and statutory instruments**

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

**7 Variations**

The Parties agree that:

- (a) the covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation;
- (b) in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions in the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Planning Application the Planning Permission and the Development shall (unless the Council requires otherwise) be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this deed shall henceforth take effect and be read and construed accordingly

**8 English law applicable**

The construction validity and performance of this Deed shall be governed by English law.

**9 Effect of revocation of planning permission**

In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Freeholder or the Developer or their successors in title the obligations of the Freeholder and the Developer under this Deed shall thereupon cease absolutely and in that event the Council will repay to the Freeholder or the Developer such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent.

**10 Waivers not to be of a continuing nature**

No waiver (whether express or implied) by any party to this Deed of any breach or default by any party to this Deed in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent any party to this Deed from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the party in question.

**11 Liability of subsequent owner and release of former owner**

Subject to clause 3 the provisions hereof shall be enforceable by the Council against the Freeholder and the Developer and all persons who shall have derived title through or under them in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its interest in such land) PROVIDED THAT a Statutory Undertaker which has an interest in the Property or part thereof for the purpose of its undertaking shall not be bound by the terms of this Deed or be liable for the breach of any covenant contained in this Deed.

**12 Future Planning Permissions**

Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted

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(whether or not on appeal) after the date of this Deed.

13 **Contracts (Rights of Third Parties) Act 1999**

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or is capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council the Freeholder or the Developer.

14 **VAT clauses**

- (a) All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof;
- (b) If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly subject to the provision of a valid VAT invoice.

15 **Community Infrastructure Levy Regulations 2010**

The terms of this Deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably related in scale and kind to the Development.

16 **Dispute Resolution**

The Parties agree that:

- (a) in the event of any dispute arising in respect of any matter contained in this Deed save as to matters regarding its legal construction then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an expert being an independent person to be agreed upon between the Parties hereto or

at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and such expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the Parties hereto and whose costs shall be in his award;

- (b) that the expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight (28) days from the date of his appointment to act;
- (c) that the expert shall be required to give notice to each of the said Parties inviting each of them to submit to him within ten (10) working days written submissions and supporting material and shall afford to each of the said Parties an opportunity to make counter submissions within a further five (5) working days in respect of any such submission and material and his decision shall be given in writing within twenty eight (28) days of this appointment with reasons and in the absence of manifest error shall be binding on the said Parties;
- (d) the costs of any reference of any dispute shall be paid jointly by the Freeholder and the Developer and the Council unless otherwise determined in the independent person's award.

17 **Reasonableness**

Where the agreement, approval, consent or expression of satisfaction is required by the Freeholder or the Developer from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

18 **Service**

Any notice under this Deed shall be in writing and shall be sufficiently served if personally delivered or sent by recorded delivery service addressed in the case of the Council unless otherwise stated herein to the HSC at the address given herein and in the case of the Freeholder or the Developer at the address given herein or the their respective registered office address from time to time.

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IN WITNESS whereof with the intent that these presents should be executed as a deed the Parties hereto have duly executed the same the day and year first before written



## Schedule 1

### COVENANTS BY THE FREEHOLDER AND THE DEVELOPER

#### Notifications

1. The Freeholder and the Developer covenant to provide the HDM with not less than 10 Working Days' prior written notice of each of the following:

1.1 Commencement of the Development (which notice shall include an anticipated commencement date) and;

1.2 Occupation of the Development.

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#### Contributions

2 Prior to commencement of the Development the Developer shall pay to the Council:

~~42.1~~ the Recreation Ground Contribution

~~42.2~~ the Public Open Space Contribution

~~42.3~~ [one fifth]of the Bus Services Contribution provided that prior to such payment the Council has provided to the Developer evidence supplied by Transport for London that the Development has generated need for expenditure on the Bus Services and Provided Further That no agreement has been reached between HM Treasury and Transport for London on the status of the Transport for London Funding Agreement for the funding of bus provision to support new Free Schools across London and if either of these provisos arise no Bus Services Contribution shall be payable.

~~42.4~~ the Pedestrian Crossing Contribution

~~42.5~~ the Traffic Management Contribution

~~42.6~~ the Footpath Contribution ~~[insert obligation]~~

43 Prior to Occupation of the Development the Developer shall pay to the Council the Energy Strategy Contribution:

4 Upon each anniversary of the date of first Occupation of the Development the Developer shall pay to the Council one fifth of the Bus Services Contribution until the Bus Services

Contribution has been paid in full provided that prior to each such payment the Council shall have provided to the Developer evidence approved by Transport for London that the Development has generated need for further expenditure on the Bus Services and Provided Further That no agreement has been reached between HM Treasury and Transport for London on the status of the Transport for London Funding Agreement for the funding of bus provision to support new Free Schools across London and if either of these provisos arise no Bus Services Contribution (other than any Bus Services Contribution already paid) shall be payable.

### Public Open Space

~~5.1 Not to Occupy Prior to Commencement of the Development until the Developer has will surrendered its legal interest in the Public Open Space Land~~

~~5.2 As soon as reasonably practicable following the surrender of the Developer's legal interest in the Public Open Space land, and in any event before Occupation the Freeholder will transfer its freehold title grant to the Council a lease of to the Public Open Space to the Council for a term of not less than [ ] years in accordance with the Heads of Terms in Schedule 3 this Deed~~

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### Costs

3. The Developer shall pay to the Council the sum of one thousand pounds (£1,000) being its proper and reasonable costs for the preparation and completion of this Deed and the Monitoring Fee on the date hereof.

### **School Travel Plan**

- 4.1 There shall be no Occupation of the Development until the Freeholder or the Developer or the School Trust has prepared and submitted to the Council the School Travel Plan in accordance with current Transport for London Travel Plan Guidance on the STARS Travel Plan system for the Council's approval (such approval not to be unreasonably withheld or delayed).
- 4.2 The School Travel Plan shall:
- 4.2.1 seek to retain Gold level accreditation
- include baseline information relating to the existing transport situation in the area travel survey information and proposed responsibilities actions and targets (with completion dates) and effective means of delivering and achieving these actions and targets, effective measures for ongoing monitoring of the Travel Plan; and
- 4.2.2 provide for the appointment of a Travel Plan Coordinator and where (and on each occasion that) the person holding the position of Travel Plan Coordinator shall (for any reason) cease to act the Freeholder or the Developer shall appoint another person to that role and notify the Council as to the identity of the person.
- 4.3 Following the Occupation of Development and at all times thereafter the Freeholder and Developer and the School Trust shall operate and comply with the requirements of the approved School Travel Plan and implement the Travel Plan proposals, targets, measures and programmes of implementation.
- 4.4 In each of the five years after the first Occupation of the Development the Developer shall pay the Council a fee of £1,000 and submit a monitoring report and the School Travel Plan on the STARS system (or any other such system that may be in place) which shall demonstrate how the School Travel Plan has been operated during the preceding twelve month period which report shall include (where appropriate) any additional or remedial measures required to be undertaken to ensure compliance with the requirements of the School Travel Plan (and such additional or remedial measures shall be deemed to be incorporated in and form part of the School Travel Plan)
- 4.5 On the first Occupation of the Development and on each anniversary of the date of the first Occupation (up to and including the fourth anniversary after which the obligation in this clause shall cease) the Developer shall pay the School Travel Plan Monitoring Fee to the Council.

**Community Use Agreement**

5.1

There shall be no Occupation of the Development Site until the Community Use Agreement has been agreed and entered into.

5.2 The Development shall not be Occupied other than in accordance with the approved Community Use Agreement.

**Highways Agreement**

7.1 There shall be no Occupation of the Development until the Highways Agreement has been agreed and entered into.

7.2 The Development shall not be Occupied other than in accordance with the approved Highways Agreement

## Schedule 2

### Covenants by the Council

1. The Council covenants with the Freeholder and the Developer:
  - 1.1 to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation; and
  - 1.2 to use all sums received from the Developer or the Freeholder under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid.

### **Schedule 3**

~~1.2~~ [Heads of Terms of lease]

Formatted: Centered, Indent: Left: 2.03 cm, No bullets or numbering

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

)  
)  
)  
)  
)

Authorised Officer

Seal Reg. No.

**THE COMMON SEAL of the MAYOR  
AND BURGESSES  
OF THE LONDON BOROUGH OF  
HOUNSLOW** was  
hereunto affixed in the presence of:-

)  
)  
)  
)  
)

Authorised Officer

Seal Reg. No.





**APPENDIX 1**  
**COMMUNITY USE AGREEMENT**

[Redacted]

---

**From:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Sent:** 28 November 2019 12:26  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** RE: Turing House School, Hospital Bridge Road

Official  
[Redacted]

The LPA has, in accordance with clause 5 of The Town and Country Planning (Mayor of London) Order 2008, notified the Mayor of the application. Can you confirm your email dated 26 November was the formal notification of receipt, and the 14 days started from then (and would finish 10<sup>th</sup> December)?

You now advise that the application will be not heard until 16<sup>th</sup> December, however, this is outside the provision of clause 5 of the above Order which requires the LPA not to determine a PSI application unless

- A period of 14 days has elapsed beginning with the date notified in writing by the Mayor as the date on which he received the documents or
- The Mayor has notified the LPA that he is content for the authority to determine the application.

Can you confirm to me where the above Order allows the Mayor / GLA to delay the Stage 2? This is for both process and so I can inform the applicants, Director and Members.

Regards  
[Redacted]

Regards  
[Redacted]

**Strategic Applications Manager (Richmond)**  
**Serving Richmond and Wandsworth Councils**

**Tel:** 0208 891 [Redacted]

**Email:** [Redacted]@richmondandwandsworth.gov.uk

**Web:** [www.richmond.gov.uk](http://www.richmond.gov.uk) / [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)

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---

**From:** [Redacted] <[Redacted]@london.gov.uk>  
**Sent:** 28 November 2019 11:35  
**To:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Cc:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Subject:** RE: Turing House School, Hospital Bridge Road

[Redacted]  
I have been informed that I am going to have to delay taking the application to Stage 2 until 16<sup>th</sup> December due to scheduling issues beyond my control. I apologise for the inconvenience.

Thanks,  
[Redacted]

---

**From:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Sent:** 26 November 2019 16:06  
**To:** [Redacted] <[Redacted]@london.gov.uk>  
**Cc:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Subject:** RE: Turing House School, Hospital Bridge Road

Official

Thank you.

---

**From:** [Redacted] <[Redacted]@london.gov.uk>  
**Sent:** 26 November 2019 16:06

To: [redacted] <[redacted]@richmondandwandsworth.gov.uk>  
Cc: [redacted] <[redacted]@richmondandwandsworth.gov.uk>  
Subject: RE: Turing House School, Hospital Bridge Road

Ok, I have asked planning support to send out a formal notification of receipt.

Thanks,

---

From: [redacted] <[mailto:[redacted]@richmondandwandsworth.gov.uk]>

Sent: 26 November 2019 14:23

To: [redacted] <[redacted]@london.gov.uk>

Cc: [redacted] <[redacted]@richmondandwandsworth.gov.uk>

Subject: RE: Turing House School, Hospital Bridge Road

Official

Thank you for letting me know. [redacted] has not been in touch with us.

As for the referral date, I am sorry I cannot agree for this to be delayed. The Local Planning Authority is under a lot of pressure for this application to progress through the correct channels in a timely manner, and there is increasing concern about the likely timing for the delivery of the school given the delays (through the drafting of the Section 106) and the fact the LPA still need to refer this up to the NPCU. As you can appreciate the LPA cannot hold off from validating an application, and therefore I would expect the same from the GLA and for the GLA to undertake their duty in line with the Order.

I look forward to receiving confirmation that the referral has been accepted from today.

Regards

**Strategic Applications Manager (Richmond)**  
**Serving Richmond and Wandsworth Councils**

Tel: 0208 891 [redacted]

Email: [redacted]@richmondandwandsworth.gov.uk

Web: [www.richmond.gov.uk](http://www.richmond.gov.uk) / [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)

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---

From: [redacted] <[redacted]@london.gov.uk>

Sent: 26 November 2019 13:58

To: [redacted] <[redacted]@richmondandwandsworth.gov.uk>

Subject: RE: Turing House School, Hospital Bridge Road

Hi [redacted]

Yes, I've now looked through the docs and I think we are there. [redacted] wanted to check a couple of minor points with [redacted] but otherwise he is happy. In terms of referral date, if you wouldn't mind holding off until Monday that would be a great help. As you are aware, our timescales for turning stage 2s around is 14 days so if I was to receive the formal referral today I would only have the end of the week to complete my report to get it on the agenda for 9 December and I already have 2 significant deadlines for the end of this week. If referring it on Monday, I would take it to the Mayor a week later (16<sup>th</sup> December).

Let me know.

Thanks,

---

From: [redacted] <[mailto:[redacted]@richmondandwandsworth.gov.uk]>

Sent: 26 November 2019 09:46

To: [redacted] <[redacted]@london.gov.uk>

Subject: RE: Turing House School, Hospital Bridge Road

Official

Any news on the validation?

---

**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

**Sent:** 25 November 2019 16:35

**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>; [REDACTED] <[REDACTED]@london.gov.uk>

**Subject:** RE: Turing House School, Hospital Bridge Road

Official

Hi [REDACTED]

Please see attached draft CUA which will be appended to the S106.

The only outstanding matter with TfL was the indexation and my reading of the latest Draft S106 (attached – page 1) is that the applicant has accepted this now.

Regards,

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

**Sent:** 25 November 2019 16:30

**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

**Subject:** FW: Turing House School, Hospital Bridge Road

Official

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>

**Sent:** 25 November 2019 16:25

**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

**Subject:** RE: Turing House School, Hospital Bridge Road

[REDACTED]

I'm just waiting to hear back from [REDACTED] re the CUA and confirmation from TfL that the s106 covers everything it needs to so not quite yet no. Will keep you posted.

Thanks,

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

**Sent:** 25 November 2019 16:20

**To:** [REDACTED] <[REDACTED]@london.gov.uk>

**Subject:** FW: Turing House School, Hospital Bridge Road

Official

[REDACTED]

Following our conversation this morning, could you let me know whether the GLA are in a position to validate the above application for Stage 2 purposes.

Thanks

[REDACTED]

Regards

[REDACTED]

**Strategic Applications Manager (Richmond)  
Serving Richmond and Wandsworth Councils**

**Tel:** 0208 891 [REDACTED]

**Email:** [REDACTED]@richmondandwandsworth.gov.uk

**Web:** [www.richmond.gov.uk](http://www.richmond.gov.uk) / [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)

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1.1

[Attachment duplicated below]

Date: XX XX XX

**Turing House School**

**L.B. Richmond upon Thames**

**Draft Agreement** in relation to arrangements for  
community use of sports facilities at Turing  
House School

**In connection with Planning Permission XXXX**

[Redacted]

---

**From:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Sent:** 28 November 2019 08:36  
**To:** [Redacted]  
**Subject:** RE: Turing House School, Hospital Bridge Road

Official  
Apologies [Redacted] I can confirm that will be the one appended to the CUA.

---

**From:** [Redacted] <[Redacted]@london.gov.uk>  
**Sent:** 28 November 2019 08:32  
**To:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>; [Redacted]  
<[Redacted]@richmondandwandsworth.gov.uk>  
**Subject:** RE: Turing House School, Hospital Bridge Road

Both,  
I note the CUA you have sent through is an earlier version. The applicant submitted a revised version (attached) which should be the version appended to the s106 agreement as it includes provisions for community use during the school holidays. Please confirm by return that this will be actioned.

Thanks,  
[Redacted]

---

**From:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Sent:** 25 November 2019 16:35  
**To:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>; [Redacted]  
<[Redacted]@london.gov.uk>  
**Subject:** RE: Turing House School, Hospital Bridge Road

Official  
Hi [Redacted]  
Please see attached draft CUA which will be appended to the S106.  
The only outstanding matter with TfL was the indexation and my reading of the latest Draft S106 (attached – page 1) is that the applicant has accepted this now.

Regards,  
[Redacted]

---

**From:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Sent:** 25 November 2019 16:30  
**To:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Subject:** FW: Turing House School, Hospital Bridge Road

Official  

---

**From:** [Redacted] <[Redacted]@london.gov.uk>  
**Sent:** 25 November 2019 16:25  
**To:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Subject:** RE: Turing House School, Hospital Bridge Road

[Redacted]  
I'm just waiting to hear back from [Redacted] re the CUA and confirmation from TfL that the s106 covers everything it needs to so not quite yet no. Will keep you posted.

Thanks,  
[Redacted]

---

**From:** [Redacted] <[Redacted]@richmondandwandsworth.gov.uk>  
**Sent:** 25 November 2019 16:20  
**To:** [Redacted] <[Redacted]@london.gov.uk>  
**Subject:** FW: Turing House School, Hospital Bridge Road

Official  
[Redacted]

Following our conversation this morning, could you let me know whether the GLA are in a position to validate the above application for Stage 2 purposes.

Thanks

Regards

**Strategic Applications Manager (Richmond)  
Serving Richmond and Wandsworth Councils**

**Tel:** 0208 891 [REDACTED]

**Email:** [REDACTED] [richmondandwandsworth.gov.uk](mailto:[REDACTED]@richmondandwandsworth.gov.uk)

**Web:** [www.richmond.gov.uk](http://www.richmond.gov.uk) / [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)

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[Redacted]

**From:** [Redacted] <[Redacted]@dppukltd.com>  
**Sent:** 11 June 2019 12:04  
**To:** [Redacted]  
**Cc:** [Redacted]@richmondandwandsworth.gov.uk; [Redacted]; [Redacted]; [Redacted]  
**Subject:** 18/3561/FUL - Land at Hospital Bridge Road, Twickenham, TW2 6LH  
**Attachments:** Turing School Response to GLA 11.06.19.pdf; CUA June 2019.doc

[Redacted]

Further to recent discussions regarding the above application, please see the attached letter setting out the applicant's response to each matter raised.

I trust this provides clarification on the outstanding concerns of GLA but if you have any queries please do not hesitate to get in touch.

Kind Regards

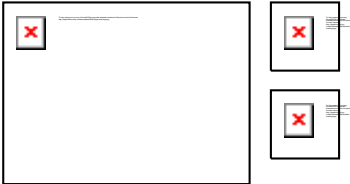
[Redacted]

[Redacted]

**Senior Planner**

Please note: DPP Manchester have moved offices. Please see below our new address and telephone number.

**T:** [Redacted]  
**E:** [Redacted]@dppukltd.com



Cardiff | Leeds | London | **Manchester** | Newcastle upon Tyne

**76 King Street**  
**Manchester**  
**M2 4NH**

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**DPP Planning**

66 Porchester Road  
London  
W2 6ET

t [REDACTED]  
info@dppukltd  
www.dppukltd.com



[REDACTED]  
Planning  
Greater London Authority  
City Hall  
The Queen's Walk  
London  
SE1 2AA

Date: 11<sup>th</sup> June 2019

Dear [REDACTED]

**Change of use of part of the open grassland and adjacent horticultural nursery for the development of a 5FE Secondary School and Sixth Form (Class D1) for 1,050 pupils (750 secondary school places and 300 sixth form places). Land at Hospital Bridge Road, Twickenham, TW2 6LH  
Application Ref. 18/3561/FUL**

On behalf of our Clients, Bowmer + Kirkland and the Department for Education (DfE), this letter and accompanying documents seeks to respond to additional matters which have been raised by the GLA in respect of the above application.

**Revised Documents**

Before responding to the comments on the application, we list below the additional and updated documents submitted to accompany this letter which reflect changes made in response to consultation comments:

- Draft Community Use Agreement

**Energy**

Following the submission of an updated Energy Statement, additional matters were raised in relation to the estimated reductions in CO<sub>2</sub> emissions, the cooling demand for the building, and the amount of PV proposed.

In respect of the reduction in CO<sub>2</sub> emissions, it was noted that the development is estimated to achieve a reduction of 8 tonnes per annum (8%), a reduction from the previously reported 11 tonnes per annum. To confirm, the project has progressed since the initial energy report was issued, with changes made relating to the building form such as room sizes and window sizes, DWS loop length estimation, assumed lighting energy consumption in certain rooms, assumed SFPs for specific MVHR (ventilation units) where ductwork routes have changed, the inclusion of ceiling voids reducing exposed thermal mass in a small number of rooms. The BRUKL energy and CO<sub>2</sub> emissions reported are an estimation and shall continuously develop as the project goes forward. In any scenario, the final carbon emissions shall meet the London Plan requirements, where the final percentage of renewables shall be altered to meet the overall carbon reduction target.

With regards to the cooling demand for the building, it was requested that the applicant demonstrate that the building's cooling demand is lower than the notional. On this point, there is no active cooling for occupied spaces within the proposed building as passive cooling strategies have been implemented. As such, this is not required to be reported.

Finally, in respect of the proposed PV panels, a roof layout has been provided which shows a significant area of PV array. It should be noted that the area provided makes use of the accessible clear roof area and that other areas are not clear from other services and would widen the required accessible roof area. The use of the upper roof of the sports hall and drama studio for PV panels is not advised from a fire strategy point of view. It should be noted, however, that high efficiency PV panels are proposed in order to maximise on-site savings from renewable energy technologies, ensuring that the 35% target is met as set out in Policy 5.2 of the London Plan.

### **Drainage**

Regarding the request for surface water runoff rates to be restricted to greenfield rate, the approach of the current scheme limiting discharge rates to 5l/s is on the basis that the lower the discharge rate (opening of the flow control) the higher the risk of blockages, which, in an un-inspected chamber can result in a permanent overflow condition, thus negating the flow control arrangement. This is based on advice received from international manufacturers of flow control measures. They have advised they can provide smaller controls which restrict discharge rates further such as to greenfield rates but would always caution users on the basis of the above advice on potential blockages. It is considered that this is also in line with the Environment Agency's Rainfall Runoff Management for Developments, which states that *"small sites would require impractically small controls to achieve required flow rates where these are calculated to be less than 5l/s and therefore in this case a minimum flow of 5l/s is used"*.

Should the GLA remain of the view that greenfield runoff rates must be achieved, against the recommendations of the flow control manufacturers, then The Department for Education would expect the GLA to also accept responsibility for any failures in the system in the future, resulting from the lower discharge rate and would require their formal acknowledgement of that responsibility.

### **Community Use Agreement**

Concerns have been raised regarding the opening hours of the sports facilities as set out in the draft Community Use Agreement (CUA). The School have confirmed that they would be agreeable to making such facilities available for community use during school holidays in order to maximise the public benefits of the scheme. An updated draft CUA accompanies this letter which confirms opening times of 9am to 5pm Monday – Friday and 9am to 1pm on Saturdays outside of term time.

### **Sequential Test**

With regards to the Sequential Test, whilst we welcome the confirmation that the GLA now broadly accept the Sequential site assessment incorporating sites within Hounslow, further justification was required in order to rule out the vacant site on Hanworth Road.

As set out in the previously submitted Sequential Test, this site is allocated in Hounslow's Local Plan for both residential and educational use to meet Hounslow's own educational needs. This has been discussed further with LocatED who confirm that the site has been identified for a new SEN School for Orchard Hill College Academy Trust following a Local Authority competition process. As such, the site is not available as it is actively being brought forward for the educational requirements of another educational establishment to meet the SEN requirements of Hounslow.

### **Fire Evacuation Lift**

Queries have also been raised as to why a fire evacuation lift has not been provided under the current proposals. On this point, it should be noted that fire protection lifts are only required in buildings which exceed 18 metres in height and the fire safety strategy for Turing House does not require an evacuation lift to be installed to meet the functional requirements for fire safety under Part B of the Building Regulations 2010 (as amended). Disabled persons are provided with a suitable number of refuge areas on the first and second floors, protected from the effects of a fire within the four protected stair enclosures. These refuge areas will enable them to wait in a place of safety while the majority of people descend before they make their way out of the building at their own pace with assistance. This has been accepted by the GLA on other recent school developments.

**Conclusions**

We trust the above is sufficient to make a clear and apposite response to all relevant parties that have commented on the application thus far.

Yours sincerely

[Redacted signature]

[Redacted] MRTPI  
Director  
DPP Planning  
[Redacted]  
[www.dppukltd.com](http://www.dppukltd.com)

Date: XX XX XX

**Turing House School**

**L.B. Richmond upon Thames**

**Draft Agreement** in relation to arrangements for  
community use of sports facilities at Turing  
House School

**In connection with Planning Permission XXXX**

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DATE XX XX XX

- (1) **TURING HOUSE SCHOOL** of Hospital Bridge Road, Twickenham. TW2 6LH (“the **School**”)
- (2) **L.B. RICHMOND UPN THAMES LOCAL AUTHORITY** of Civic Centre, 44 York Street, Twickenham TW1 3BZ (“the **Council**”)

## 1. Recitals

- 1.1 **Planning Permission was granted by the Council for the Development subject to conditions.** One condition requires that an agreement shall be submitted to the local planning authority for approval to demonstrate how community access to the Sports Facilities within the Development and/or the wider school site will be managed.
- 1.2 The parties wish to enter into this Agreement in order to make the indoor and outdoor Sports Facilities at the Development, available (when their use is not required by the School) for use by the local community in compliance with the terms of this Agreement.
- 1.3 It is anticipated that the School will hold the School Premises on a 125-year Lease from the S of S for Housing, Communities and Local Government. **Assuming the Lease is agreed then the School will be responsible for their use.**
- 1.4 The Council has responsibility for the provision of sports facilities in the L.B Richmond area for use by and for the benefit of the community and is desirous of entering into this Agreement in furtherance of that responsibility and as the local planning authority in respect of the Development.

## 2. Definitions and Interpretation

In this Agreement the following words or phrases have the corresponding meanings ascribed to them unless the context otherwise requires:

<b>Block Booking</b>	means booking of part or all the Sports Facilities for a specific time and day of the week for at least one Academic Term payable in advance.
<b>Community Use</b>	means use of the Sports Facilities by the local community including organised sports clubs and other organisations.

<b>Development</b>	means erection of 5 FE secondary school and Sixth Form including playing pitches, 3 court MUGA and Sports Block for which Planning Permission has been granted
<b>Sports Facilities</b>	means the sports facilities identified in Schedule 1 to this Agreement forming part of the School Premises
<b>Management Committee</b>	means the management committee as defined in clause 7.1 of this Agreement
<b>Parties</b>	means the parties to this Agreement
<b>Planning Permission</b>	means planning permission (reference XXXXXXXXX granted by the Council on XXXXXXXX)
<b>Review Committee</b>	means representatives of each of the Parties to this Agreement or their nominees
<b>School Premises</b>	means the land and buildings comprising Turing House School

### 3. Aims

The Parties agree to pursue the following aims:

- Providing opportunities for the local community and sports organisations to participate in sport and physical activity for health improvement and development of their skills, particularly amongst low participant groups;
- Operating in line with the national agenda for sport taking into account nationally adopted strategies;
- Generating positive attitudes in sport and physical activity by young people and reducing the dropout rate in sports participation with age;
- Increasing the number of people of all ages and abilities participating in sport and physical activity including people with disabilities;

- Using the facilities to encourage the range, quality and number of school sports club links and to stimulate competition that is inclusive of young people and adults;
- To provide affordable access to the facilities and to be self-financing in terms of community use;
- To assist in establishing and integrating the School in the local community by offering Sports Facilities for hire.

#### **4. Arrangements for Community Use**

The School agrees to make the Sports Facilities available for Community Use in accordance with the provisions of Schedule 2 to this Agreement.

#### **5. Targets for Community Use**

The School shall use reasonable endeavours to achieve community use targets *where appropriate* in line with appropriate sports development strategies, including contributing to local participation targets for sporting and physical activity. The School shall work with L.B. Richmond upon Thames Sports Development Team to provide a range of opportunities and pathways for the community. These may include existing initiatives and will also include new and local activities.

#### **6. Marketing and Promotion**

The School will be responsible for marketing and promoting the Sports Facilities in accordance with the agreed aims and targets. A marketing strategy will be prepared and implemented and reviewed on an annual basis.

#### **7. Management**

7.1 A Management Committee will be established within **X** months of the date of this Agreement to develop Community Use of the Sports Facilities in accordance with the terms of reference and constitution of Schedule 3 to this Agreement.

7.2 Membership shall include representative(s) (or their nominee) from each of the following: -

- The School. This will be the Head teacher as well as the Chair of the Schools Finance and Premises Cttee (or equivalent Cttee).



- The Council
- A representative from the community for the first X months from XX 2021 – 31 August 2021. This place will be taken by a representative from user groups of the Sports Facilities Hall from 1 Sept 2021.
- Russell Education Trust

7.3 Under these terms of reference, the Management Committee will, in accordance with this Agreement, seek to establish a practical policy framework for the management and operation of the Sports Facilities during agreed periods of Community Use. This framework should seek to enable:

- a) a policy of affordable pricing to assist in the achievement of the aims of this Agreement. The policy will ensure that prices shall not be materially different than similar local authority run facilities and local Schools in the area and offer a discounted rate for Block Bookings;
- b) the promotion and forward planning of development activities, at times which best suit the target groups;
- c) equal opportunities of access;
- d) an easy and accessible booking arrangement for Community Use, this system to be reviewed on an annual basis;
- e) an appropriate marketing strategy for the marketing of the Sports Facilities for Community Use.

7.4 The School will be responsible for the Sports Facilities and shall: -

- a) resource, control and routinely ensure the maintenance of the Sports Facilities in a manner that will allow achievement of the agreed aims, and
- b) make the Sports Facilities available on the occasions and times specified in Schedule 2;
- c) ensure provision of heat, light and water and such other amenities as required for the Sports Facilities and their intended use;
- d) ensure that the Sports Facilities comply with all legislation and guidance in force at the time of this Agreement relating to access for disabled users;

- e) cover the cost of gas, fuel, oil, electricity, water, rates and taxes that may be attributable to the use of the Sports Facilities.

## **8. Financial Matters**

- 8.1 The School endeavours to ensure that the costs of operating Community Use at the Sports Facilities will be fully covered by income from such use and any surplus will be utilised to:
- 8.1.1 contribute to a contingency or sinking fund for major maintenance, repairs and ultimately renewal of fixed life elements of the Sports Facilities.
- 8.1.2 repair or replace the stock of sports equipment such as basketball posts, netball posts, 5 aside goals for use in connection with the Sports Facilities where required

## **9. Monitoring and Review**

- 9.1 At least 1 month prior to the date on which the Review Committee produces its annual report the School shall make available to the Review Committee details of all usage, bookings, maintenance and financial matters relating to the Community Use of the Sports Facilities to assist with the development and improvement of community access.
- 9.2 The Review Committee shall undertake an assessment of the adequacy of the implementation of this Agreement in relation to:
- hours of use of the Sports Facilities;
  - pricing policy;
  - compliance with targets and aims of this Agreement;
  - marketing;
  - financial performance of the Sports Facilities during the previous year; and
  - maintenance.
- 9.3 The Review Committee shall prepare a report based on the above assessment and prepare recommendations as to how Community Use of the Sports Facilities can be further developed and improved.

- 9.4 The School shall implement all reasonable recommendations of the Review Committee as soon as reasonably practicable.
- 9.5 In the event any significant changes are required to this Agreement as a consequence of each or any annual review prior written approval of each of the Parties to this Agreement shall be required.
- 9.6 The School shall not materially reduce the level of community access to the Sports Facilities required by the Planning Permission without the prior written approval of the local planning authority following consultation with Sport England. It is however recognised that the School will need to use the Sports Hall for formal public exams and the internal mock public exams as well as one off annual event's such as "careers fayre" so it will not be available for hire during these periods. The Council will be advised at the start of each Academic year as to the expected dates and durations of such public exams and other events. Actual Dates will then be confirmed when known. Wherever possible Community Hirers will be provided with at least 4 weeks' notice.

#### **10. Duration of Agreement**

This Agreement shall operate for so long as the School Facilities are provided in accordance with the Planning Permission. In the event the School should cease the Parties agree to make every effort to secure the continued operation of the Sports Facilities for Community Use.

#### **11. Authority**

The School warrants that it has the full right and authority to enter into this Agreement.

#### **12. No Variations**

This Agreement may only be varied in writing by a document executed by all the Parties hereto.

#### **13. No Agency**

Nothing in this Agreement shall be construed as creating a partnership, a joint venture, a contract of employment or a relationship of principal and agent between the parties hereto.

**14. Severability**

If any term condition or provision contained in this Agreement shall be held to be invalid unlawful or unenforceable to any extent such term condition or provision shall (save where it goes to the root of this Agreement) not affect the validity legality or enforceability of the remaining parts of this Agreement.

**15. Waiver**

No term or provision of this Agreement shall be considered as waived by any party to this Agreement unless a waiver is given in writing by that party.

**16. Non-Assignability**

This Agreement is personal to the parties and none of them shall assign sub-contract or otherwise deal with their rights or obligations without the prior written consent of the others.

**17. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## Schedule 1

1. The outdoor sports areas and facilities to be made available for Community Use shall comprise the playing pitches and Multi Use Games Area (as shown on the plan below). In the summer if a cricket wicket is viable given condition of grass at that time then the Management Cttee will set a price for this having regard to other local facilities.



2. The indoor sports hall and activity studio together with ancillary facilities such as toilets and changing rooms to be made available for Community Use are as shown on the plans below: -



## Schedule 2

### Arrangements for Community Use

#### 1. Users

- 1.1 The Sports Facilities shall be made available for Community Use.

#### 2. Hours of Access

##### TERM-TIME

Community Use Mon - Fri: 17.30 to 20.30

Sat: 09.00 – 13.00

##### SCHOOL HOLIDAYS

Community Use Mon -Fri: 09.00 -17.00

Sat: 09.00 -13.00

NB Subject to the School providing appropriate justification to the management committee, the School may restrict the use of grassed sports areas to protect them to fit in with the school requirements.

#### 3. Pricing

- 3.1 A policy of affordable pricing shall apply to maximise Community Use and in accordance with the aims of this Agreement. Prices shall be not be materially different to those for similar local authority run facilities and local School facilities in the vicinity of Twickenham.

##### Turing House School

- 3.2 Prices will be benchmarked against a similar range of local facilities noted in para 3.4 and 3.5 prior to opening.
- 3.3. Prices for subsequent years when the Sports facilities are available for hire will be reviewed by the Management Committee and will be set for each academic year i.e. 1 Sept to 31.Aug.

<b>Facility</b>	<b>Mon – Fri / hour. Excl. Vat  £ p</b>	<b>Saturday / hour Excl. Vat  £ p</b>	<b>Comment</b>
Outdoor Sports facilities (Pitch)			Football or Rugby Pitch
Multi Use Games Area			This is for the whole MUGA. Where a Community Group wishes to book e.g. one netball court then the rate will be 33.3% of the whole MUGA rate.
Indoor Sports Hall			This is for the whole Sports Hall. Where a Community Group wishes to book e.g. one badminton court then the rate will be 33.3% of the whole Sports hall rate.
Indoor Activity Studio			

Note a 10% discount on the applicable hourly rate is offered for Block Bookings of all or part Turing House School Sports Facilities.

**London Borough of Richmond operated Facilities** (rates charged will be inserted for year when Agreement is to be completed.)

3.4

<b>Facility</b>	<b>Hampton Sports and Fitness Centre</b>	<b>Teddington Sports Centre (Teddington)</b>	<b>Whitton Sports and Fitness Centre</b>	<b>Comment</b>



	Charge per hour £ p	School) Charge per hour £ p	(Twickenham School) Charge per Hour £ p	
Outdoor Sports facilities (Pitch)	N/A	N/A	N/A	Each of these facilities have 3G pitches not grassed pitches
Multi Use Games Area				
5 -a side	Y	N	Y	
Netball	Y	Y	y	Hampton Court is Floodlit
Indoor Sports Hall				
Badminton	Y	Y	Y	
Basketball	Y	Y	Y	
Cricket nets	Y	Y	Y	
5 a side	N	N	Y	
Netball	Y	Y	Y	
Table Tennis	N	Y	Y	Teddington rate is for 45 mins
Volley ball	Y	Y	Y	
Whole Sports hall	Y	Y	Y	
Indoor Activity Studio	N	Y	N	

**Other Local School's Rates will be shown for the year the Agreement is completed.**

3.5 The rates charged by local schools for their Sports Facilities are shown in the table below: -

<b>Facility</b>	<b>The Heathland School L.B. Hounslow Charge / Hour Excl. VAT £ P</b>	<b>Reach Academy Feltham L.B. Hounslow Charge / hour Excl. Vat £ p</b>	<b>Richmond College</b>
Outdoor Sports facilities (Pitch)	N/A	4G on Sports hall roof	Y
Outdoor netball court	Y	Y (Floodlit)	
Indoor Sports Hall	Y	Y (4 Court)	Y
Badminton Court	Y	Y	
Basket ball	N	Y	
Football	N	Y	
Netball Court	Y	Y	
Table tennis	N	Y	
Indoor Activity Studio	Side Hall	N	Y (Fitness suite)

#### **4. Booking arrangements**

4.1 An easy and accessible advance booking arrangement for Community and Sports Organisations Use including block booking by these organisations shall be established for hire of the Sports Facilities using a standard booking form.

4.2 The agreed booking arrangements shall operate as follows: -

It is intended when the School commences hiring of facilities that contact is made with the School's Admin team on **XXXXXX** or email **lettings@turinghouseschool.org.uk**

#### **5. Parking Arrangements**

5.1 The School encourages users of the Sports Facilities to use public transport although there is car parking and cycle storage on site.

DRAFT

## Schedule 3

### Management Committee

#### Terms of Reference and Constitution

#### 1. Purpose

- (a) To monitor progress against agreed aims and targets: programming, usage and financial and to provide regular reports for the stakeholders of the school on those topics.
- (b) To decide on policy issues e.g. pricing, the framework of sports programmes and staffing.
- (c) To ensure effective partnership working between the organisations involved in school community use.

#### 2. Officers

The Chair shall have the following roles;

- Role of Chair:
  - To direct and control the meetings of the committee.
  - To cast a further vote if necessary, to resolve any tied decision(s).
  - To represent the committee at other meetings and functions as necessary.

A Secretary will be elected by the full committee at the first meeting of each academic year (Sept to August) and will serve for one full year.

- Role of Secretary:
  - To compile and maintain minutes of all meetings.
  - To compile and issue agendas for meetings in timely fashion.
  - To take care of all communications to and from the committee.

### **3. Operation**

- (a) The full committee will convene at least 2 per annum. Additional meetings will be held as considered necessary by a simple majority of members.
- (b) The School will resolve day to day issues. Whilst the School has full authority for any decisions it must adhere to the policy framework established by the full committee.
- (c) Day to day operation will be the responsibility of the School.
- (d) Sub-groups/committees may be formed by the Management Committee if considered necessary or desirable.

### **4. Reporting**

- (a) Minutes of committee meetings will be maintained.
- (b) A formal annual report, as set out in paragraph 9.2 and 9.3 of this Agreement, will be issued to cover policy, financial and sports development matters.
- (c) Other specific reports requested by other committee members when possible.

**IN WITNESS** whereof the hands of the parties or their duly authorised representatives the day and year first above written.

*[Amend as appropriate]*

Signed by .....

Duly authorised by the School

Signed by .....

Duly authorised by the Council

DRAFT

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Sent:** 06 December 2019 09:51  
**To:** [REDACTED]  
**Subject:** RE: Turing House School, Hospital Bridge Road

Official

Hi [REDACTED]

I've had a chat with [REDACTED]. Unfortunately, we are not comfortable adding a condition that was not considered by committee. Is it possible to recommend to the NCPU that the condition is added?

If you could advise of implications that would be helpful.

Regards,

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 04 December 2019 14:00  
**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Subject:** RE: Turing House School, Hospital Bridge Road

[REDACTED]

Can you give me a quick call on this?

Thanks

[REDACTED]

**Principal Strategic Planner, Development and Projects**

**GREATERLONDONAUTHORITY**

City Hall, The Queen's Walk, London SE1 2AA

020 7983 [REDACTED] | 020 7983 [REDACTED]

**[london.gov.uk](http://london.gov.uk)**

[REDACTED] [london.gov.uk](http://london.gov.uk)

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**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Sent:** 02 December 2019 16:01  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** RE: Turing House School, Hospital Bridge Road

Official

Hi [REDACTED]

Unfortunately we can't add at this stage as the case has already been heard / decided by committee.

Can the GLA not recommend additional conditions at this stage?

Regards,

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 02 December 2019 11:30  
**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Subject:** RE: Turing House School, Hospital Bridge Road

Hi [REDACTED]

Yes, I did receive a note from [REDACTED]. I wanted to ask if you could attach a condition requiring the submission of a Fire Strategy to be drafted by a suitably qualified assessor to any permission? See policy D11 of the DLP if you need any info.

Thanks,

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Sent:** 02 December 2019 09:50

To: [REDACTED] <[REDACTED]@london.gov.uk>

Subject: RE: Turing House School, Hospital Bridge Road

Official

Hi [REDACTED]

Free all day so feel free to give me a call. I believe [REDACTED] had contacted you to let you know that we were OK with delaying the validation?

Regards,

[REDACTED]  
Senior Planning Officer (Strategic Development)  
Serving Richmond and Wandsworth Borough Councils

020 8891 [REDACTED]

[REDACTED]@richmond.gov.uk

---

From: [REDACTED] <[REDACTED]@london.gov.uk>

Sent: 29 November 2019 13:46

To: [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

Subject: RE: Turing House School, Hospital Bridge Road

[REDACTED]  
Would you mind giving me a quick call when you get a chance?

Thanks,

[REDACTED]  
**Principal Strategic Planner, Development and Projects**

GREATERLONDONAUTHORITY

City Hall, The Queen's Walk, London SE1 2AA

020 7983 [REDACTED] | 020 7983 [REDACTED]

london.gov.uk

[REDACTED]@london.gov.uk

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From: [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

Sent: 28 November 2019 08:36

To: [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED]

<[REDACTED]@richmondandwandsworth.gov.uk>

Subject: RE: Turing House School, Hospital Bridge Road

Official

Apologies [REDACTED] I can confirm that will be the one appended to the CUA.

[REDACTED]  
From: [REDACTED] <[REDACTED]@london.gov.uk>

Sent: 28 November 2019 08:32

To: [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>; [REDACTED]

<[REDACTED]@richmondandwandsworth.gov.uk>

Subject: RE: Turing House School, Hospital Bridge Road

Both,

I note the CUA you have sent through is an earlier version. The applicant submitted a revised version (attached) which should be the version appended to the s106 agreement as it includes provisions for community use during the school holidays. Please confirm by return that this will be actioned.

Thanks,

[REDACTED]  
From: [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

Sent: 25 November 2019 16:35

To: [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>; [REDACTED]

<[REDACTED]@london.gov.uk>

Subject: RE: Turing House School, Hospital Bridge Road

Official

Hi [REDACTED]



Please see attached draft CUA which will be appended to the S106.

The only outstanding matter with TfL was the indexation and my reading of the latest Draft S106 (attached – page 1) is that the applicant has accepted this now.

Regards,

██████████

---

**From:** ██████████ <██████████@richmondandwandsworth.gov.uk>

**Sent:** 25 November 2019 16:30

**To:** ██████████ <██████████@richmondandwandsworth.gov.uk>

**Subject:** FW: Turing House School, Hospital Bridge Road

Official

---

**From:** ██████████ <██████████@london.gov.uk>

**Sent:** 25 November 2019 16:25

**To:** ██████████ <██████████@richmondandwandsworth.gov.uk>

**Subject:** RE: Turing House School, Hospital Bridge Road

██████████

I'm just waiting to hear back from ██████████ re the CUA and confirmation from TfL that the s106 covers everything it needs to so not quite yet no. Will keep you posted.

Thanks,

██████████

---

**From:** ██████████ <██████████@richmondandwandsworth.gov.uk>

**Sent:** 25 November 2019 16:20

**To:** ██████████ <██████████@london.gov.uk>

**Subject:** FW: Turing House School, Hospital Bridge Road

Official

██████████

Following our conversation this morning, could you let me know whether the GLA are in a position to validate the above application for Stage 2 purposes.

Thanks

██████████

Regards

██████████ ██████████

**Strategic Applications Manager (Richmond)  
Serving Richmond and Wandsworth Councils**

**Tel:** 0208 891 ██████████

**Email:** ██████████@richmondandwandsworth.gov.uk

**Web:** [www.richmond.gov.uk](http://www.richmond.gov.uk) / [www.wandsworth.gov.uk](http://www.wandsworth.gov.uk)

This e-mail contains my opinion only that I give without prejudice to any consideration that the Local Planning Authority may give to an application on this site in the future.

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[REDACTED]

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**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Sent:** 16 December 2019 15:55  
**To:** [REDACTED]  
**Subject:** RE: Turing House School

Official  
Thanks for letting me know.

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 16 December 2019 15:50  
**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Subject:** RE: Turing House School

Sorry – yes.

---

**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Sent:** 16 December 2019 15:49  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** RE: Turing House School

Official  
Im assuming that's letting the Councils decision stand.  
Just need to refer to the NPCU now!

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 16 December 2019 15:46  
**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Subject:** RE: Turing House School

[REDACTED]  
All signed off. Planning admin will send the decision through this afternoon/ first thing tomorrow.  
Thanks,  
[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Sent:** 16 December 2019 11:15  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** RE: Turing House School

Official  
Thanks – I am likely to be contacted by councillors.  
Are we allowed to know your recommendation?

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 16 December 2019 11:14  
**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Subject:** RE: Turing House School

Later this afternoon (meeting is 3-4pm).

---

**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Sent:** 16 December 2019 11:07  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Subject:** RE: Turing House School

Official  
Do you know when we are likely to hear?

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 29 November 2019 14:50  
**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Subject:** RE: Turing House School

Thank-you [REDACTED]

---

**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

**Sent:** 29 November 2019 14:49

**To:** [REDACTED] <[REDACTED]@london.gov.uk>

**Subject:** RE: Turing House School

Official

The LPA will accept the 16<sup>th</sup> December as the latest date.

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>

**Sent:** 29 November 2019 14:48

**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>

**Subject:** Turing House School

Hi [REDACTED]

I've tried to call – not to pester, I just wanted to clarify something. I'd appreciate a quick call back when you get a chance.

Thanks,

[REDACTED]

**Principal Strategic Planner, Development and Projects**

**GREATERLONDONAUTHORITY**

City Hall, The Queen's Walk, London SE1 2AA

020 7983 [REDACTED] | 020 7983 [REDACTED]

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[REDACTED] [london.gov.uk](https://www.london.gov.uk)

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[REDACTED]

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**From:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Sent:** 06 January 2020 13:23  
**To:** [REDACTED]  
**Subject:** RE: Turing House Fol request

Official  
Hi [REDACTED] – yes that’s all fine.  
Regards,  
[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 06 January 2020 12:49  
**To:** [REDACTED] <[REDACTED]@richmondandwandsworth.gov.uk>  
**Subject:** Turing House Fol request

Dear [REDACTED]

I am writing to you in connection with a request for information received by the GLA which is being considered under the Freedom of Information Act.

The request asks for the release of a number of documents relating to: ***copies of all the emails, letters, reports sent by the London Borough of Richmond upon Thames - in relation to the Turing House School planning application between 01 May 2018 and 10<sup>th</sup> December 2019 (other than copies of the information that is readily available on Richmonds own planning database). Along with any minutes of meeting you may have had with councillors or officers from Richmond Council where this application was discussed.***

***Please ask the (1) GLA planning team and (2) Mayor’s private office and the (3) Deputy Mayor office to check their records.***

***Please can you supply a copies of all planning comments for, against and neutral that have been submitted to the GLA for the Turing House School planning application 18/3561/FUL. Including those from both members of the public, councillors, MPs, Assembly Members.***

Part of the information requested was supplied by you/ the Council and a copy of this is attached for your information.

The Freedom of Information Act carries a presumption in favour of disclosure and the GLA is obliged to disclose the information that holds. However, the Act does contain a limited number of exemptions which can be used to withhold information in certain circumstances, taking into consideration of any necessary public interest arguments for and against release.

More information about these provisions can be found on the website of the Information Commissioner – <https://ico.org.uk/for-organisations/guide-to-freedom-of-information/refusing-a-request/#10>

If you consider that the information supplied by you/ the Council should not be disclosed, please let me know in writing how, in your view, disclosure of the information would be harmful.

The final decision on whether the information should be withheld rests with the GLA, but we will take into account your views. While the GLA is committed to presumption in favour of disclosure, we will not disclose information where there are legitimate reasons, in the public interest, for not doing so.

Your response must reach me within **five** working days of the date on this letter to enable the GLA to take your views into account. If you do not make any representation by that date, the GLA will assume you have no objections to the information being disclosed.

If you have any further questions relating to this matter, please contact me, quoting the reference at the top of this email.

Yours sincerely

[REDACTED]  
**Principal Strategic Planner, Development and Projects**

**GREATERLONDONAUTHORITY**

City Hall, The Queen’s Walk, London SE1 2AA

020 7983 [REDACTED] | 020 7983 [REDACTED]

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