

RAPLEYS

Planning Statement
(1) s.106A application to discharge s.106 agreement
(2) s.73 application to add a condition to permission ref: P/2160/10

**JOHN LYON SCHOOL
MIDDLE ROAD
HARROW, HA2 0HN**

10 May 2021

Our Ref: JAL/21-00175

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1 INTRODUCTION

- 1.1 The purpose of this group of associated planning applications under s106A and s73 of the Town and Country Planning Act 1990 is to impose only relevant restrictions on the use of John Lyon School which can be justified as being in accordance with statute and government policy. They will be sought to be cojoined and considered by the inspector appointed by the Secretary of State at the soon to be made s78 appeal against refusal of planning permission for the demolition and replacement of Oldfield House (planning application P/1813/19).
- 1.2 This Planning Statement has been prepared by Rapleys LLP on behalf of John Lyon School (“the School”) to support:
- an application under s.106A of the Town and Country Planning Act (as amended) to discharge the planning obligations relating to planning permission WEST/695/94/FUL, dated 23 June 1995 (“the Principal Agreement”) and as subsequently amended, and
 - an application under s.73 of the Town and Country Planning Act (as amended) to impose a condition onto planning permission reference: P/2160/10 to impose a restriction on pupil numbers in place of that found in the obligations.
- 1.3 The obligations on the Principal Agreement (as amended) should be discharged without delay, as they no longer serve a useful purpose, not least as they:
- unreasonably constrain development, unjustifiably extending existing policy constraints in the area (which themselves are considerable);
 - unjustifiably prevent development that is in accordance with planning policy, even if found to be so by the Secretary of State on appeal;
 - unreasonably restrict the use of school facilities, including dual or community use, even if such a use would create a substantial public benefit;
 - are unnecessary as any which are justified should be properly and preferably addressed by way of planning condition, in accordance with government policy, in the manner sought by the associated s.73 application;
 - have long since been discharged in any event (in two instances);
 - do not meet the statutory tests in regulation 122 (as amended) of the Community Infrastructure Levy Regulations 2010 and policy tests in NPPF paras 54-56 required to impose planning obligations, and generally:
 - preclude the merits of any restriction imposed being tested on appeal to the Secretary of State before at least 5 years has elapsed since the most recent obligation or variation was imposed, and then only on limited statutory grounds, severely restricting the ability of the School to develop and improve in accordance with government planning and education policy objectives.
- 1.4 It should be noted that the s73 application is made without prejudice to any future application to vary or remove the restriction.
- 1.5 These matters are reviewed in detail within this statement, which more specifically addresses the following matters:
- The planning history of the School;
 - The background to the Principal Agreement, and its subsequent amendments;
 - Relevant legislation, policy and procedure, including that relative to s.106 agreements and their amendment/discharge, and
 - The grounds for discharge of the obligations, and imposing the condition sought.
- 1.6 These applications are submitted whilst an appeal against refusal of planning permission for proposals at Oldfield House is at an advanced stage of preparation (see following section). If the local authority does not determine the applications subject to this report within eight weeks of submission, parallel appeals against non-determination under s.106B and s.78 of the

Town and Country Planning Act (as amended) will be lodged. It will be requested that PINS conjoin the two appeals with the already submitted Oldfield House redevelopment appeal, and that all matters be considered by the Secretary of State in parallel.

- 1.7 It is to be noted that a s106A application submitted on 30 May 2019 (ref: P/2504/19) to vary the current extant s106 obligations remains undetermined despite a number of requests having been made to the Council for this to be determined. It is anticipated that, if determined, this will be appealed under s106B to the Secretary of State with a request to cojoin it to the above appeals.

2 PLANNING HISTORY

- 2.1 The School has a lengthy planning history, and a schedule of planning applications since 1994 is attached at **Appendix 1**. However, for the purposes of this application, the relevant history lies in the applications associated with the Principal Agreement, and the subsequent amendments to this Agreement. These are reviewed below:
- 2.2 **26 June 1995** - planning permission was granted for a part single, two, three and four storey building to provide a sports hall, swimming pool, library and ancillary areas, and alterations to external buildings and parking (reference: WEST/695/94/FUL) (“the Principal Agreement”).
- 2.3 **24 September 2007** - a s.106A application was granted in isolation, and the Principal Agreement amended outside any association with a planning application (no local authority reference) (“the First Amendment”).
- 2.4 **16 October 2007** - planning permission was granted for a three storey side/rear extension to provide additional classrooms, with a deed of variation agreed in association with this (reference: P/3420/06) (“the Second Amendment”).
- 2.5 **22 February 2011** - deed of variation agreed in association with the Main Building extension planning application (reference: P/2160/10) (“the Third Amendment”) granted planning permission subsequently.
- 2.6 **2 March 2011** - planning permission (reference: P/2160/10) was granted for a two storey extension to the existing school Main Building to provide catering facilities and dining room, alterations to existing old building to form new sixth form centre and associated landscaping.
- 2.7 In 2016 three applications were made under s.106A of the Town and Country Planning Act (references: P/1014/16, P/1020/16, P/1022/16), but all were refused by the local authority. One refusal (reference: P/1020/16) was the subject of an appeal, but this was dismissed. These applications sought to increase numbers of pupils, which is not currently sought by the School as part of the s106A or s.73 applications, or that in respect of the redevelopment of the Oldfield House building.
- 2.8 In addition, and more recently, a planning application was submitted in April 2019 for the redevelopment of the Oldfield House building to provide a four-storey teaching block with basement, hard and soft landscaping and parking (reference: P/1813/19). The planning application was refused on 24 November 2020, and this decision will be appealed shortly, as stated above.
- 2.9 In May 2019 an application was made under s.106A of the Town and Country Planning Act (as amended) to vary the Principal Agreement (as varied/amended) in order to allow implementation of the Oldfield House development proposal (reference: P/2504/19). Notwithstanding the refusal of planning permission for the Oldfield House proposals, and despite repeated requests by the School for it to be determined, this s.106A application remains undetermined.

3 THE AGREEMENTS

THE PRINCIPAL AGREEMENT

Section 106 Agreement dated 23 June 1995 between (1) London Borough of Harrow (2) The Keepers and Governors of the Possessions Revenues and Goods of the Free Grammar School of John Lyon and (3) National Westminster Bank Plc

3.1 In its second schedule, this agreement imposed the following obligations on the School:

1. The Developer agrees that no development (whether requiring express planning permission or permitted by virtue of a Development Order or any statutory successor) shall take place outside the building envelope hereby agreed and shown edged red on drawing No. 977/31/B save that future development may be granted planning permission in the areas edged blue on the drawing upon application being made to the Council. ("Clause 1")
2. That the number of pupils enrolled for full time education at the school shall not exceed 525 or such increased as shall first approved in writing by the Council. ("Clause 2")
3. Not to use or permit the use of any part of the development outside the school's normal hours of operation for any purposes other than for Permitted Recreational Uses without the written consent of the Council such consent not to be unreasonably withheld taking account of all material planning considerations prevailing at the time. ("Clause 3")
4. To submit to the Council for approval in writing a Landscaping scheme to be carried out by the developer on the Land which shall include a scheme for the planting of trees and shrubs on land outside but immediately adjoining the site which is in the ownership of the Developer. ("Clause 4")
5. To implement and complete the said landscaping scheme in accordance with the approved scheme. ("Clause 5")

3.2 In terms of the first obligation, the copy Plan attached to this application (ref: 977-31-B) is of the only copy in the School's possession. It is understood that the Council does not have a plan which differs from that attached. The s106 in this respect is arguably unenforceable in respect of preventing extensions to the buildings.

3.3 In terms of the third obligation, the agreement defines "Permitted Recreational Uses" as:

"the use of the sports hall and swimming pool premises for purposes connected with the provision of physical education of pupils of the school or for sporting recreation for parents and immediate families of pupils attending the school members of staff and their families and sports teams of the Old Lyonian Association and such other categories of people as shall be approved in writing by the Council (such approval not to be unreasonably withheld taking account of all material considerations prevailing at the time)."

THE FIRST AMENDMENT

Deed of Variation dated 24 September 2007 between (1) London Borough of Harrow and (2) The Keepers and Governors of the Possessions Revenues and Goods of the Free Grammar School of John Lyon

3.4 This amendment to the Principal Agreement was not linked to any development proposals, but confirmed the agreement of both parties that the School roll be increased from 525 to 600 subject to the prior submission and implementation by the School of a travel plan which had first been agreed in writing by the Council.

- 3.5 A travel plan pursuant to this obligation was approved by the local authority and, as a consequence, the amendment to the second obligation within the Principal Agreement was brought into effect.

THE SECOND AMENDMENT

Deed of Variation dated 16 October 2007 between (1) London Borough of Harrow and (2) The Keepers and Governors of the Possessions Revenues and Goods of the Free Grammar School of John Lyon

- 3.6 This amendment was linked to planning application reference: P/3420/06, which granted planning permission for a three-storey side/rear extension to the existing science block, development sited outside the red line of drawing number 977/31/B. The agreement defined the development proposals approved under this planning application as “the Scheme”, and a new clause was inserted after Clause 1 (Clause 1.1), confirming that:

“Nothing in Clause 1 of this Schedule shall prohibit or limit the development of the Scheme outside the building envelope edged red on Drawing No. 977/31/B.”

- 3.7 In addition, the agreement confirms that, by way of a Deed of Release dated 5 November 2004, the Mortgagee (National Westminster Bank) released its legal charge over the land.

THE THIRD AMENDMENT

Deed of Variation dated 11 February 2011 between (1) London Borough of Harrow and (2) The Keepers and Governors of the Possessions Revenues and Goods of the Free Grammar School of John Lyon

- 3.8 This amendment was linked to planning application reference: P/2160/10, which granted planning permission for a two storey extension to the existing main building to provide catering facilities and a dining room, and alterations to the existing old building to facilitate its use as a sixth form centre. This development is sited outside the red line of drawing number 977/31/B. The agreement defined the development proposals approved under this planning application as “Scheme 2”, and a new clause was inserted after Clause 1.1 (Clause 1.2), confirming that:

“Nothing in Clause 1 of this Second Schedule shall prevent or limit the development of Scheme 2 outside the building envelope edged red on Drawing No. 977/31/B.”

SUMMARY OF THE OBLIGATIONS, AS AMENDED

- 3.9 In light of the effect of the deeds of variation, the current extant obligations imposed on the School are:
- **Clause 1** - development cannot take place outside the building envelopes shown edged red on drawing No. 977/31/B, save that future development may be granted planning permission in the areas edged blue on the drawing upon application being made to the Council, albeit this clause does not prevent the development granted planning permission by planning application references P/3420/06 and P/2160/10 from taking place (and these permissions have been implemented).
 - **Clause 2** -the Principal Agreement (as amended) currently imposes a limit on the School roll of 600 pupils.
 - **Clause 3** - remains as per the Principal Agreement, restricting the use of development associated with the Principal Agreement to “Permitted Recreational Uses”.
 - **Clauses 4 and 5** - remain unaltered, but are no longer relevant as a landscaping scheme was agreed with the local authority, and was subsequently implemented.

4 LEGISLATION AND POLICY BACKGROUND

LEGISLATION RELATING TO PLANNING OBLIGATIONS

4.1 The ability to modify and discharge of planning obligations is provided by s.106A of the Town and Country Planning Act 1990, as amended to be read together with the Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992. Section 106A provides, inter alia, that:

- A person against whom a planning obligation is enforceable may, at any time after the expiry of the relevant period, apply to the appropriate authority for the obligation:
 - a) To have effect subject to such modifications as may be specified in the application, or
 - b) To be discharged (*s.106A (3)*).
- In this case, the appropriate authority is the local planning authority, Harrow Council. The relevant period means such period as may be prescribed, or otherwise five years beginning with the date on which the obligation is entered into (*s.106A (4)*). No period has been prescribed, and as such the Principal Agreement and its amendments can, procedurally, be subject to a s.106A application as they were all agreed more than five years ago.
- Where an application has been made, the local authority may determine:
 - a) That the planning obligation will continue to have effect without modification;
 - b) If the obligation no longer services a useful purpose, then it shall be discharged, or
 - c) If the obligation continues to serve a useful purpose, but would serve that purpose equally well if it had effect subject to the modifications specified in the application, that it shall have effect subject to those modifications (*s.106A (6)*).

4.2 In addition., Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended by the 2011 and 2019 Regulations) confirm:

- (2) A planning obligation may only constitute a reason for granting planning permission for the development if the obligation is—
 - a) necessary to make the development acceptable in planning terms;
 - b) directly related to the development; and
 - c) fairly and reasonably related in scale and kind to the development.

4.3 The procedure for determining applications under s.106A is provided by The Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992. These regulations include provisions for information that is required by the applicant, and have been provided as part of this application.

POLICY RELATING TO PLANNING OBLIGATIONS

4.4 At a national level, the February 2019 National Planning Policy Framework (NPPF) addresses planning obligations in Section 4: Decision-making, and confirms the following principles:

- Planning obligations should only be used where it is not possible to address unacceptable impacts through a planning condition (Paragraph 54).
- Planning obligations must only be sought where they meet all of the following tests - a) necessary to make the development acceptable in planning terms; b) directly related to

the development; and c) fairly and reasonably related in scale and kind to the development (Paragraph 56), reiterating the statutory tests set out in Regulation 122 of the Community Infrastructure Levy Regulations.

4.5 In terms of the Development Plan, Policy DM50 indicates that planning obligations will be sought on a scheme-by-scheme basis to, inter alia, ensure that development proposals provide or fund improvements to mitigate site specific impacts made necessary by the proposal.

4.6 It is to be noted that there is no policy support or precedent for an area-wide planning obligation to control development and use of all the buildings and land within the ownership or occupation of a single body, such as John Lyon School. Area control is the subject of Article 4 Directions, and this has been the case in respect of a part of Harrow on the Hill Conservation Area. No Article 4 Direction sought or made has included the land occupied by John Lyon School.

POLICY RELATING TO EDUCATIONAL AND SPORTS FACILITIES

4.7 At a national level, the NPPF, confirms:

- Planning policies and decision should plan positively for the provision and use of shared spaces, community facilities (including sports venues) to enhance the sustainability of communities and residential environments (Paragraph 92).
- Access to a network of high quality open spaces and opportunities for sport and physical activity is important for the health and well-being of communities (Paragraph 96).
- Local authorities should support proposals make more effective use of sites that provide community services such as schools and hospitals (Paragraph 121).

4.8 At London-wide level, the London Plan 2021:

- Confirms that those involved in planning and development must plan for improved access to, inter alia, spaces for play, recreation and sports (Policy GG3).
- Encourages shared use and co-location of facilities, and includes schools opening their facilities out of hours by use of the community as a specific example of this (paragraph 5.1.10, and confirmed in Policy S3)
- States that school and college facilities, in particular sports, play, training and meeting facilities, should be capable of use by the wider community outside their main operating hours (Paragraph 5.3.12).
- Confirms that development proposals for sports and recreation facilities should, inter alia, maximise the multiple use of facilities, and encourage the co-location of services between sports providers, schools and other community facilities (Policy S5).

4.9 At borough level, the Development Plan (which includes the Harrow Core Strategy 2012 and Harrow Development Management Policies 2013), confirms that:

- John Lyon School is identified as a notable institution and major employer, and as contributing significantly to Harrow's reputation as a place for learning (Core Strategy, Section 3).
- John Lyon School is also identified as being one of the three schools within the Harrow on the Hill and Sudbury Hill Policy Sub Area, and Objective 4 of this area is to support the continued operation of the schools within the sub area and their role as education providers, land and building managers, important economic generators and providers of community facilities (Core Strategy).

- Notwithstanding that the agreement subject to this application prevents it, the benefits of community access to the sports facilities at John Lyon School is highlighted at Paragraph 6.9, and the retention of John Lyon School in the Borough is identified as CS3 Objective 4 (Indicator ICI6) (Core Strategy).
- There is a shortfall of sports hall facilities in the borough equivalent to 22 badminton courts (Core Strategy Paragraph 4.35).
- Community access to sports facilities at John Lyon School will be “maintained”, notwithstanding that it is actually prevented by the agreement subject to this application (CS3 Objective 9, Core Strategy).

GUIDANCE

- 4.10 Current Planning Practice Guidance relative to the use of planning obligations and process for changing obligations was first published by the Government in May 2016, and was most recently updated in September 2019.
- 4.11 This guidance reiterates the statutory and policy tests for the imposition of planning obligations (as reviewed above). It also reiterates the circumstances under which planning obligations can be altered after their agreement.

NATIONAL PLANNING PRACTICE GUIDANCE IN RESPECT OF PLANNING OBLIGATIONS

- 4.12 Planning obligations are legal obligations entered into to mitigate the impacts of a development proposal. (Paragraph: 001 Reference ID: 23b-001-20190315)
- 4.13 Planning obligations, in the form of section 106 agreements and section 278 agreements, should only be used where it is not possible to address unacceptable impacts through a planning condition. (Paragraph: 003 Reference ID: 23b-003-20190901)
- 4.14 Can planning obligations be required for permitted development? By its nature permitted development should already be generally acceptable in planning terms and therefore planning obligations would ordinarily not be necessary. (Paragraph: 009 Reference ID: 23b-009-20190315)
- 4.15 Can an agreed planning obligation be changed? Planning obligations can be renegotiated at any point, where the local planning authority and developer wish to do so. Where there is no agreement to voluntarily renegotiate, and the planning obligation predates April 2010 or is over 5 years old, an application may be made to the local planning authority to change the obligation where it “no longer serves a useful purpose” or would continue to serve a useful purpose in a modified way (see section 106A of the Town and Country Planning Act 1990). (Paragraph: 020 Reference ID: 23b-020-20190315)

NATIONAL PLANNING PRACTICE GUIDANCE IN RESPECT OF USE OF PLANNING CONDITIONS

- 4.16 Is it appropriate to use conditions to restrict the future use of permitted development rights or changes of use? Conditions restricting the future use of permitted development rights or changes of use may not pass the test of reasonableness or necessity. The scope of such conditions needs to be precisely defined, by reference to the relevant provisions in the Town and Country Planning (General Permitted Development) (England) Order 2015, so that it is clear exactly which rights have been limited or withdrawn. Area-wide or blanket removal of freedoms to carry out small scale domestic and non-domestic alterations that would otherwise not require an application for planning permission are unlikely to meet the tests of reasonableness and necessity. The local planning authority also has powers under article 4 of the Town and Country Planning (General Permitted Development) (England) Order 2015 to enable them to withdraw permitted development rights across a defined area, where justified. (Paragraph: 017 Reference ID: 21a-017-20190723)

4.17 It is to be noted that there is no stated justification for the restrictions imposed by the obligations and the adjacent Article 4 area does not include the JLS School buildings or land.

SUMMARY

4.18 In the context of the relevant legislation and policy, the following principles relative to s.106A applications are clear:

- Where the applicant seeks the discharge of a planning obligation, the test is whether it “no longer serves a useful purpose”;
- Planning obligations should only be used if it is not possible to address any impact through a planning condition and in any event only to mitigate the impacts of a development proposal;
- Planning obligations should only be imposed where they meet the relevant statutory and policy tests; and
- Planning policy strongly encourages the shared use of educational and sports facilities with the wider community.

5 PLANNING CONSIDERATIONS

5.1 The obligations no longer serve a useful purpose, and should be discharged without delay, for the following reasons:

CLAUSE 1

5.2 This clause prevents all development outside the building envelope of all the school buildings, including even minor buildings and extensions. It therefore imposes a regime which is even more constrained than exists within MOL or Green Belt, the most restrictive development control policy constraint in the London Area, within Article 4 Direction areas and within the most sensitive locations such as World Heritage Sites or Areas of Outstanding Natural Beauty.

5.3 It prevents development that is in accordance with planning policy, however meritorious and prevents it even if planning permission is granted on appeal by the Secretary of State. Not only does it prevent development that it is not harmful, it also prevents development which would produce an enhancement to the local area (and particularly the relevant Conservation Areas).

5.4 It is also wholly unnecessary as it duplicates planning controls that are able to be applied through the development management system (including through the imposition of planning conditions). The obligation is not directly related to the development, nor fairly and reasonably related in scale and kind to the development. As such, it does not meet the statutory or policy tests for the imposition of planning obligations.

5.5 As with any school, in order to continue to provide high-quality education it must be able to improve and redevelop its facilities. This is the purpose and intent of the Government introducing permitted development rights very recently on 31 March 2021 under SI 44/2021 to allow for bigger extensions to existing schools to help deliver more classroom space by enabling schools to extend their buildings more easily, particularly (but not exclusively) in response to the pandemic. The restrictions imposed by Clause 1 result in significant additional cost, expense and delay to any aspirations the School has for improving its facilities, as well as causing a considerable administrative burden, as a result of - effectively - having to obtain a second permission from the local authority. Further, the need for this additional permission prejudices the School from appealing any refusal if the decision was made less than five years after signature of an amended replacement agreement.

5.6 In this context, the obligation imposed by Clause 1 does not serve a useful purpose not least as, in its absence, the development management system would still have more than adequate control over development. Further, it is wholly unreasonable, not least as the need to obtain a second permission for any development aspirations requires the School to incur unnecessary cost, expense and delay in its pursuit of ensuring that the school can evolve to meet modern standards and expectations. This is both unnecessary and contrary to government policy. It should be discharged without delay.

CLAUSE 2

5.7 It should be noted that since the First Amendment of the Principal Agreement which allowed the current number of pupils:

- Restrictions have been imposed on local parking, by way of a CPZ, on 1 October 2020 (The Harrow (Parking Places) (Amendment No. 4) Traffic Order 2020) which has dramatically reduced the traffic flows relative to parents dropping off/collecting pupils, which in turn has reduced traffic congestion in the area, and
- The School has made the decision to become co-educational from September 2021, which will inevitably reduce traffic volume on the Hill further, as educating boys and

girls from the same families results in fewer families overall (and therefore generates fewer trips).

- 5.8 The School has stated that, with respect to the planning application for the redevelopment of Oldfield House, it does not oppose a restriction on pupil numbers. It reserves its position with respect to making such an application in the future. However, any such restriction imposed should not be by planning obligation as it is currently but, in line with paragraph 54 of the NPPF, it should be restricted by planning condition.
- 5.9 In this context, it is proposed that, without prejudice to any future application that may be made to vary or remove the restriction, the following condition be imposed on planning permission reference: P/2160/10 by way of the s.73 application as submitted, which will effectively replace the restriction on pupil numbers imposed by Clause 2:

“The number of pupils enrolled for full time education at the school shall not exceed 600 or such increased figure as shall first be approved in writing by the Council.”

CLAUSE 3

- 5.10 This clause prevents the use of the School’s indoor sports facilities outside school hours by users who are not directly connected to School. However, the School’s facilities are valuable potential local amenity, and the obligation excludes local residents and pupils from other schools in the area from them. This blanket exclusion prevents proper community use of the facilities in a manner that seeks to control the identity of those who may be invited to use the facilities. This is contrary to planning policy (which explicitly encourages the shared use of such facilities with the wider community), serves no useful purpose, and is wholly unreasonable.

CLAUSE 4 AND CLAUSE 5

- 5.11 As previously confirmed, the landscaping scheme required by Clause 4 was submitted to and approved by the local authority. Subsequent to this the landscaping scheme was implemented in accordance with the approved scheme, as per Clause 5. In this context, these obligations clearly no longer serve a useful purpose, and should be formally discharged.

6 CONCLUSIONS

6.1 This s.106A application seeks discharge of planning obligations relating to planning permission WEST/695/94/FUL, dated 23 June 1995 (“the Principal Agreement”) and as subsequently amended.

6.2 The obligations within the agreement, collectively:

- unreasonably constrain development, unjustifiably extending existing policy constraints in the area (which themselves are considerable);
- unjustifiably prevent development that is in accordance with planning policy, even if found to be so by the Secretary of State on appeal;
- unreasonably restrict the use of school facilities, including dual or community use, even if such a use would create a substantial public benefit;
- are unnecessary as any which are justified should be properly and preferably addressed by way of planning condition, in accordance with government policy, in the manner sought by the associated s.73 application as submitted or, alternatively, on the planning permission which may be granted on appeal of the decision to refuse planning permission for demolition and replacement of Oldfield House (P/1813/19);
- have long since been discharged in any event (in two instances);
- do not meet the statutory tests in regulation 122 (as amended) of the Community Infrastructure Levy Regulations 2010 and policy tests in NPPF paras 54-56 required to impose planning obligations, and generally:
- preclude the merits of any restriction imposed being tested on appeal to the Secretary of State before at least 5 years has elapsed since the most recent obligation or variation was imposed, and then only on limited statutory grounds, severely restricting the ability of the School to develop and improve in accordance with government planning and education policy objectives.

6.3 As such, the agreement should be discharged without delay and, if the local authority consider that a limit on pupil numbers is necessary, a condition be imposed to this effect on planning permission P/2160/10, as applied for under s73 of the Town and Country Planning Act (as amended).

Appendix 1

JOHN LYON SCHOOL PLANNING HISTORY

JOHN LYON SCHOOL - S.106A APPLICATION TO DISCHARGE PLANNING OBLIGATIONS

Planning Applications since 1994

27 April 2021

Reference	Description of Development	Decision	Date
WEST/754/93/FUL	Side extension to provide additional laboratories	Granted	26/05/94
WEST/560/02/FUL	Two windows in science block	Granted	19/08/02
P/782/04/DFU	Alterations to Art Building	Granted	20/05/04
P/3420/06	Three storey side/rear extension to provide additional classrooms	Granted	16/10/07
P/3612/06	Alterations to wall and fence	Granted	28/02/07
P/0202/07	Replacement sports pitch with semi-underground car park (Sudbury Hill Fields)	Refused	28/07/07
P/0415/07	Music school and extensions to form dining hall	Withdrawn	10/04/07
P/0417/07	Elements of a music school	Withdrawn	10/04/07
P/1936/07	Retention of Temporary Classroom	Granted	23/11/07
P/2160/10	Two storey extension to provide dining room, alterations to form sixth form centre	Granted	02/03/11
P/2168/12	Steps and railings to Middle Road	Granted	23/01/12
P/1502/15	MUGA (Sudbury Hill Fields)	Granted	17/07/15
P/4254/15	Timber structure (Sudbury Hill Fields)	Granted	23/11/18
P/1813/19	Redevelopment to provide four storey teaching block (at Oldfield House)	Refused	24/11/20