

DATED 27 January 2017

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) E20 STADIUM LLP

and

(3) DAVID ROSS EDUCATION TRUST

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**PLANNING OBLIGATION BY AGREEMENT**

**made pursuant to section 106 of the Town and Country Planning Act 1990**

**and all other powers enabling**

**relating to land south of City Mill River and the Olympic Stadium (Stadium Island)**

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## TABLE OF CONTENTS

1	INTERPRETATION	3
2	EFFECT OF THIS AGREEMENT	9
3	CONDITIONALITY	10
4	THE DEVELOPER'S COVENANTS WITH THE LPA	11
5	THE LPA'S COVENANTS WITH THE DEVELOPER	11
6	NOTICES	11
7	SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	13
8	VERIFICATION AND ENFORCEMENT	13
9	DISPUTE RESOLUTION	13
10	NO WAIVER	14
11	DUTY TO ACT REASONABLY AND IN GOOD FAITH	14
12	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	14
13	THE LPA'S COSTS	14
14	JURISDICTION AND LEGAL EFFECT	15
15	EXECUTION	15
	SCHEDULE 1 - USE OF COMMUNITY FACILITIES	16
	SCHEDULE 2 - ELECTRIC CHARGING POINTS	19
	SCHEDULE 3 - REED BED ENHANCEMENT	20
	SCHEDULE 4 - SAFETY REVIEW	22
	SCHEDULE 5 - DESIGN MONITORING	24
	APPENDIX 1 - PLAN 1	27
	APPENDIX 2 - PLAN 2	28
	APPENDIX 3 - REED BED PLAN	29
	APPENDIX 4 - DRAFT PLANNING PERMISSION	30
	APPENDIX 5 - PLAN 4	31

THIS AGREEMENT is made on *27 January* 201*7*

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");
- (2) **E20 STADIUM LLP** (Company Number OC376732) c/o London Legacy Development Corporation, Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ ("E20"); and
- (3) **DAVID ROSS EDUCATION TRUST** (Company Number 06182612) of 2 Hill Court, off Turnpike Close, Swingbridge Road, Grantham, Lincolnshire NG31 7XY (the "Trust").

**RECITALS**

**WHEREAS:**

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The London Legacy Development Corporation as landowner (LLDC) has a freehold interest in the Site registered at the Land Registry with Title Number EGL533910. The freehold interest is bound by this Agreement but for the avoidance of doubt cannot be enforced against LLDC.
- (C) E20 has a leasehold interest in the Community Track and the Site registered at the Land Registry with Title Number TGL392837.
- (D) The Trust has entered into an agreement for lease with E20 dated ~~28 November 2016~~ *27 January 2017* which is conditional on planning ("**Agreement for Lease**").
- (E) The Planning Application was validated by the LPA on 19 February 2016.
- (F) On 24 May 2016 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement and the completion of unilateral undertakings by the London Legacy Development Corporation as freehold owner and as LPA to vary certain provisions relating to the provision of a secondary school contained in the LCS S106 Agreement.
- (G) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (H) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

*Bond Dickinson LLP  
23/01/17*

**OPERATIVE PROVISIONS:**

**1. INTERPRETATION**

- 1.1 In this Agreement (which shall include the Recitals, Schedules and Appendices hereto) the following words and expressions have the following meanings:

**"1990 Act"**

Town and Country Planning Act 1990;

<b>"Agreement"</b>	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;
<b>Agreement for Lease</b>	the agreement for lease dated 28 November 2016 between E20 and the Trust which is conditional on the Planning Permission being issued for the Trust to take a leasehold interest in the Community Track as defined in Schedule 1.
<b>"Anticipated Commencement Date"</b>	the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced;
<b>"Building"</b>	means a building comprised in the Development;
<b>"Commencement"</b>	the date on which any material operation forming part of the Development begins to be carried out (as defined in Section 56(4) of the 1990 Act) other than (for the purposes of this Agreement and for no other purpose) operations consisting of site establishment and site clearance works, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, temporary utility connections, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commencement Date" shall be construed accordingly;
<b>"Completed"</b>	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and "Complete" and "Completion" shall be construed accordingly;
<b>"Comply"</b>	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly;
<b>"Condition"</b>	means a condition of the Planning Permission;
<b>"Consent"</b>	any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of

	authorisation howsoever expressed;
<b>"Council"</b>	means the London Borough of Newham and its successor in function;
<b>"Developer"</b>	shall have the meaning ascribed to it in clause 1.2.7;
<b>"Development"</b>	the development of the Site and all other operations and/or works authorised by the Planning Permission;
<b>"Dispute"</b>	any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
<b>"Expert"</b>	an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute;
<b>"First Occupation"</b>	means first Occupation of the Development or any part thereof;
<b>"General Building Cost Index"</b>	means the <i>General Building Costs Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer;
<b>"LCS S106 Agreement"</b>	means an agreement made under s106 of the 1990 Act dated 28 September 2012 between (1) Olympic Delivery Authority (2) London Legacy Development Corporation (3) Transport for London in connection with planning permission reference number 11/90621/OUTODA (as amended)
<b>"LPA Response Date"</b>	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where: <ul style="list-style-type: none"> <li>1. the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or</li> <li>2. the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised</li> </ul>

Submitted Document;

<b>"Occupy" and "Occupation"</b>	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing;
<b>"Parties"</b>	the parties to this Agreement and the word "Party" shall mean either one of them;
<b>"Plan 1"</b>	means the plan annexed to this Agreement at Appendix 1 (Site Plan);
<b>"Plan 2"</b>	means the plans annexed to this Agreement at Appendix 2 (Stadium Plan);
<b>"Plan 3"</b>	means the plan annexed to this Agreement at Appendix 3 (Reed Bed Plan);
<b>"Plan 4"</b>	means the plan annexed to this Agreement at Appendix 5 (Safety Review Area);
<b>"Planning Application"</b>	the application for planning permission submitted to the LPA and given reference number 16/00035/FUL by the LPA for full planning permission for the erection of a six storey building to provide a six form entry secondary school, including sixth form (1,140 pupils) with associated highways and landscaping works;
<b>"Planning Permission"</b>	the planning permission which may be granted subject to conditions for the proposals within the Planning Application and a draft of which is attached at Appendix 4;
<b>"Reasonable Endeavours"</b>	that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);
<b>"Requisite Consents"</b>	such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other

	Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;
<b>"Secondary School"</b>	means a new six form entry secondary school as provided for in the Planning Permission;
<b>"Site"</b>	the land shown edged red on Plan 1;
<b>"Stadium"</b>	means the stadium shown edged red on Plan 2;
<b>"Utility Undertaker"</b>	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site;
<b>"Working Day"</b>	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive.

1.2 In this Agreement:

1.2.1 unless otherwise indicated reference to any:

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Part is to a part of an Appendix to this Agreement;
- (e) table is to a table of an Appendix to this Agreement;
- (f) Recital is to a Recital to this Agreement; and
- (g) Plan, is to a plan annexed to this Agreement as an Appendix;

1.2.2 references to any statute or statutory provision include references to:

- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
- (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and

- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
  - 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
  - 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;
  - 1.2.5 references to the Site include any part of it;
  - 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
  - 1.2.7 subject to Clauses 2.7 and 2.8 references to the Developer in this Agreement include:
    - (a) E20;
    - (b) the Trust;
    - (c) persons deriving title from E20 and the Trust; and
    - (d) E20's and the Trust's successors, assigns, transferees;
  - 1.2.8 references to the LPA include its successor bodies in function;
  - 1.2.9 "including" means "including without limitation";
  - 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
  - 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
  - 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
  - 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.



- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

**PROVIDED THAT** if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

## 2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind their respective interests in the Site and, subject to Clauses 2.7 and 2.8, the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 The obligations, covenants and undertakings on the part of E20 in paragraph 1 of Schedule 1 in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind its interest in the Community Track and, subject to Clauses 2.7 and 2.8, the said obligations, covenants and undertakings on the part of E20 are entered into with the intent that they shall be enforceable not only against E20 but also against any successors in title to or assigns of E20 and/or any person claiming through or under E20 an interest or estate in the

Community Track (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.

- 2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.6 The Trust shall not be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement unless and until it has acquired (whether under the terms of the Agreement for Lease or otherwise) a legal interest in respect of that part of the Site on which the breach occurs.
- 2.7 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.8 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.9 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Newham or its respective statutory successor in function.
- 2.10 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Developer) modified.
- 2.11 Subject to clause 2.11 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.12 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

### 3. **CONDITIONALITY**

- 3.1 Save where expressly provided to the contrary this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

#### **4. THE DEVELOPER'S COVENANTS WITH THE LPA**

- 4.1 The Developer on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:
- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;
  - 4.1.2 notify the LPA within 5 Working Days of the Trust acquiring a legal interest in the Site;
  - 4.1.3 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and
  - 4.1.4 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

#### **5. THE LPA'S COVENANTS WITH THE DEVELOPER**

- 5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 5.2 Subject to Clause 5.3 the LPA covenants with the Developer that it shall place all sums received from the Developer into an interest bearing account and shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid and in the event that such sums are not expended or committed for expenditure within five (5) years of the date of payment shall within twenty-eight (28) days repay to the person who made payment any unexpended sum together with any unspent interest which has accrued on the sum and which has not been committed for expenditure.
- 5.3 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("Other Statutory Authority") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies.
- 5.4 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.3 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.
- 5.5 The LPA will issue the Planning Permission pursuant to the Planning Application within five (5) Working Days following the date of this Agreement.

#### **6. NOTICES**

- 6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by

recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:

6.1.1 if delivered by hand, the next Working Day after the day of delivery; and

6.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

LPA:

Address: Director of Planning Policy and Decisions,  
London Legacy Development Corporation – Planning  
Policy and Decisions Team  
Level 10  
1 Stratford Place  
Montfichet Road  
London E20 1EJ

For the attention of: Anthony Hollingsworth

E20:

Address: London Legacy Development Corporation  
Level 10  
1 Stratford Place  
Montfichet Road  
London E20 1EJ

For the attention of: The Directors

The Trust:

Address: 2 Hill Court  
Off Turnpike Close  
Swingbridge Road  
Grantham  
Lincolnshire  
NG31 7XY

For the attention of:           The Directors

6.3 Any notice or other written communication to be given by the LPA shall be deemed valid and effectual if on its face it is signed on behalf of the LPA by an officer or duly authorised signatory.

7.       **SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

7.1 Where in the opinion of the Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part, the Developer shall be entitled to apply to the LPA for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the LPA shall as soon as reasonably practicable issue a notification to such effect.

7.2 Where in the opinion of the LPA, any obligation, covenant, undertaking or other provision on the part of the LPA contained in this Agreement has been satisfied wholly or in part, the LPA shall be entitled to apply to the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Developer shall as soon as reasonably practicable issue a notification to such effect.

8.       **VERIFICATION AND ENFORCEMENT**

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with PROVIDED THAT the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9.       **DISPUTE RESOLUTION**

9.1 One party may by serving notice on all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.

9.2 The Notice must specify:

9.2.1 the nature, basis and brief description of the Dispute;

9.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and

9.2.3 the proposed Expert.

9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 9.7 provides otherwise) to nominate the Expert at their joint expense.

9.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

- 9.5 The Expert will 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 20 (twenty) Working Days from the date of his appointment to act.
- 9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 9.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:
- 9.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
- 9.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 9.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- 9.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 9.7.5 in all other cases, the President of the Law Society to nominate the Expert.

10. **NO WAIVER**

No waiver (whether expressed or implied) by the LPA of any breach or default by the Developer in performing or Complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.

11. **DUTY TO ACT REASONABLY AND IN GOOD FAITH**

The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Agreement.

12. **EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Parties to this Agreement do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

13. **THE LPA'S COSTS**

13.1 The Developer agrees that it will on completion of the Agreement pay:

13.1.1 the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement); and

13.1.2 the LPA's costs incurred in the review of development appraisals and viability assessments in connection with the Development (inclusive of any such costs incurred by external surveyors appointed by the LPA).

**14. JURISDICTION AND LEGAL EFFECT**

14.1 This Agreement shall be governed by and interpreted in accordance with the law of England.

14.2 The provisions of this Agreement (other than this Clause 14.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

**15. EXECUTION**

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

## SCHEDULE 1

### USE OF COMMUNITY FACILITIES

#### DEFINITIONS

<b>"Annual Fee"</b>	means the fee set out in the Agreement for Lease which shall not exceed £70,000 per annum (increased annually in line with Retail Prices Index);
<b>"Athletics Event Days"</b>	means any day when the Community Track is required to be used in connection with a UK Athletics event being held at the Stadium;
<b>"Community Track"</b>	means the community track located adjacent to the Stadium as shown on Plan 2;
<b>"Education Provider"</b>	means the Trust or such other education provider for the Secondary School which is authorised by the Department for Education to provide non-fee paying, all-ability education to children of school age;
<b>"Growth Boroughs"</b>	means the London boroughs of Hackney, Tower Hamlets, Newham, Waltham Forest, Barking and Dagenham and Greenwich;
<b>"Local Schools"</b>	means primary and secondary schools (other than the Secondary School) in the Growth Boroughs;
<b>"Local Schools Days"</b>	means up to 20 days per calendar year during Term Time (spread throughout the year) where the Local Schools can use the Community Track in accordance with an advance booking;
<b>"School Facilities Dual Use Scheme"</b>	means scheme or schemes, prepared in consultation with the Education Provider, securing the use of the Secondary School's facilities (including but not limited to the gym, sports hall, changing facilities, performance space, meeting rooms, playing fields (including the playing field and multi use games area shared with the Second Primary School) (but excluding the Community Track)) by the following groups on the following terms: <ol style="list-style-type: none"><li>1. the use of such facilities during School Hours for exclusive use in respect of the Secondary School and the Education Provider for the Secondary School (and the Second Primary School in respect of the facilities shared between the Secondary School and Second Primary School);</li><li>2. the use of such facilities outside School Hours (for a minimum of 20 hours per week during Term Time with a significantly greater number of hours per week outside of Term Time) for use by</li></ol>



members of the public, such terms to detail the arrangements for such use including any booking and charging regime;

3. the establishment of a management body to implement to the School Facilities Dual Use Scheme during the lifetime of the Development;

**"School Hours"** means any weekday during Term Time between 08:00 to 17:30 at the Secondary School and 08:00 to 17:00 at the Second Primary School;

**"Second Primary School"** means the Second Primary School and the SPS Playing Fields as the same are defined in Schedule 8 of the LCS S106 Agreement;

**"Term Time"** means the term time of the Secondary School.

## 1. COMMUNITY TRACK

1.1 E20 covenants with the LPA to:

1.1.1 allow the Education Provider to use the Community Track in connection with the Secondary School for a charge not greater than the Annual Fee for curricular and extra-curricular track-related activities between the hours of 8am to 4pm during Term Time except for:

- (a) Local School Days; and
- (b) Athletics Event Days; and

1.1.2 provide the LPA with reasonable evidence of the arrangements in place (from time to time) which give effect to the provisions of paragraph 1.1.1 above.

1.2 Nothing in paragraph 1.1 shall prevent the use of the Community Track:

- (a) for fire evacuation assembly in relation to the Secondary School; or
- (b) as a general green space for the students of the Education Provider during break times.

1.3 In the event that the Education Provider is unable to use the Community Track as set out in paragraph 1.1 of this schedule for whatever reason, including the termination of the Agreement for Lease, then the Education Provider shall use Reasonable Endeavours to secure other equivalent sports facilities for use by the Secondary School as soon as reasonably practicable and provide evidence to the LPA of the same.

## 2. SCHOOL FACILITIES DUAL USE SCHEME

The Developer covenants with the LPA as follows:

2.1 No part of the Development shall be Occupied until a School Facilities Dual Use Scheme has been submitted to and Approved by the LPA.

2.2 No part of the Development shall be Occupied unless and until the:

- 2.2.1 School Facilities Dual Use Scheme, Approved in accordance with paragraph 2.1, has been approved by the Education Provider and confirmation of such approval has been provided to the LPA; and
- 2.2.2 the management body specified in the School Facilities Dual Use Scheme has been established to implement the School Facilities Dual Use Scheme during the life of the Development (to the reasonable satisfaction of the LPA).
- 2.3 Following Occupation of the Development the Developer shall fully implement and comply with the School Facilities Dual Use Scheme, Approved in accordance with paragraph 2.1.
- 2.4 The School Facilities Dual Use Scheme may be varied from time to time by the submission in writing by the Developer to the LPA of a revised School Facilities Dual Use Scheme for approval (together with evidence that such revised scheme has been approved by the Education Provider) and with effect from the date of approval in writing by the LPA of the revised School Facilities Dual Use Scheme that revised scheme shall constitute the School Facilities Dual Use Scheme for the purposes of this Agreement.

## SCHEDULE 2

### ELECTRIC CHARGING POINTS

#### DEFINITIONS

**"Electric Vehicle Charging Points"** means electric vehicle charging points to be provided in association with the blue badge spaces to be provided within the Development

#### 1. ELECTRIC CHARGING POINTS

1.1 The Developer shall provide evidence to the LPA that the Developer has used Reasonable Endeavours to secure the provision of Electric Vehicle Charging Points within the Development. Such evidence will be provided at the following stages of the Development:

1.1.1 prior to the Commencement of Development; and

1.1.2 prior to Occupation of the Development.

1.2 If it is reasonably possible to secure the provision of Electric Vehicle Charging Points in accordance with paragraph 1.1 of this Schedule, the Developer will use its Reasonable Endeavours to procure the electric vehicle charging points prior to First Occupation of the Development for the life of the Development.

### SCHEDULE 3

#### REED BED ENHANCEMENT

##### DEFINITIONS

"Compensation Payment"	means the sum of £15,000.00;
"Compensation Payment Purposes"	means the payment of any compensation payments required to be made by the LPA to the contractor delivering the Reed Bed Enhancements arising directly from a delay in payment of the Reed Bed Contribution by the Developer to the LPA;
"CRT"	means the Canal River Trust;
"EA"	means the Environment Agency;
"Parks Operations Team"	means the LPA's Park Operations and Venues Team;
"Reed Bed Contribution"	means the sum of £45,000 (Indexed) to be used by the Parks Operations Team to provide the Reed Bed Enhancements;
"Reed Bed Enhancements"	means 125 linear metres of additional reed bed (in addition to any reed bed enhancements already being delivered within the Queen Elizabeth Olympic Park) at the Reed Bed Enhancement Location;
"Reed Bed Enhancement Location"	means any of the three locations shown of the Reed Bed Plan subject to achieving the necessary approvals from the EA and CRT (the Parties preferred location is location 3);
"Reed Bed Plan"	means Plan 3 attached at appendix 3;

##### 1. REED BED ENHANCEMENT

- 1.1 Subject to paragraph 1.2 of this Schedule the Developer shall pay the Reed Bed Contribution to the LPA prior to Commencement of Development and the LPA shall thereafter transfer the Reed Bed Contribution to the Parks Operations Team; or
- 1.2 If the Reed Bed Contribution is not received by the LPA prior to 30 November 2016 the Developer shall at its own cost:
  - 1.2.1 secure all the necessary consents to undertake the Reed Bed Enhancements;
  - 1.2.2 agree the Reed Bed Enhancement Location with the EA, CRT and LPA; and
  - 1.2.3 complete the Reed Bed Enhancements to the reasonable satisfaction of the LPA at the agreed Reed Bed Enhancement Location.
- 1.3 If the Reed Bed Contribution is paid in accordance with paragraph 1.1, the LPA covenants with the Developer that it will pay to the Developer such amount of the

Reed Bed Contribution which has not been expended on the Reed Bed Enhancements following their completion subject to receiving evidence to LPA's reasonable satisfaction that the Reed Bed Enhancements have been completed and the costs of the works.

- 1.4 If the Compensation Payment becomes payable, the LPA covenants with the Developer that it will issue an invoice for the required amount.
- 1.5 The Developer covenants to pay the Compensation Payment to the LPA within 14 Working Days of receiving the invoice.
- 1.6 If the Compensation Payment is paid to the LPA the LPA covenants with the Developer that on the expiration of a period of 12 months from the date of payment thereof the LPA will repay to the Developer such amount of the Compensation Payment as has not been expended by the LPA in accordance with the Compensation Payment Purposes.

## SCHEDULE 4 SAFETY REVIEW

### DEFINITIONS

"Review"	means an independent review of safety, in relation to children crossing the road, walking on footpaths and cycling in the Review Area during the morning pupil arrival period and the afternoon pupil departure period carried out in accordance with the Review Scope approved pursuant to paragraph 1 and which shall be presented to the LPA for approval in the form of a written report and which shall include Review Improvements;
"Review Actions"	means the improvements agreed to be carried out at the Review Meeting and securing the necessary consents required;
"Review Area"	means the area outlined in blue on Plan 4;
"Review Board"	means the LPA, Developer, landowners and any other relevant parties;
"Review Improvements"	means any improvements identified in a Review to improve safety, pedestrian crowding and highway delays at the Junctions during the pupil arrival and departure period;
"Review Meeting"	means a meeting of the Review Board to discuss the Review Improvements and agree the Review Actions, apportionment of payment for the Review Actions and timescales for implementation;
"Review Scope"	means the scope, extent and timing of each Review during the Review Period.

### 1. REVIEW SCOPE

The Development shall not be Occupied until the Review Scope has been submitted to and approved by the LPA.

### 2. REVIEW

2.1 The Developer shall undertake and submit a Review to the LPA for approval before:

2.1.1 the last day of the first academic year of the Secondary School;

2.1.2 the last day of the third academic year of the Secondary School; and

2.1.3 the last day of the fifth academic year of the Secondary School.

2.2 A Review Meeting shall be held within 30 Working Days of the approval of the Review by the LPA.

- 2.3 The Developer shall implement the Review Actions as agreed at the Review Meeting in accordance with the timescales agreed at the Review Meeting.
- 2.4 The Developer's liability for Review Actions will not exceed £5000.00 in relation to any one Review.

## SCHEDULE 5 DESIGN MONITORING

### DEFINITIONS

"Approved Drawings"	means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment;
"Architect"	means Penoyre and Prasod LLP or such other architect as may be notified to the LPA from time to time;
"Design Monitoring Costs"	means the monies paid in accordance with paragraph 2.1.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings;
"Development"	means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission;
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act;
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act.

### 1. DESIGN TEAM STATEMENT

- 1.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of those details (the "**Design Team Statement**"):
- 1.1.1 an application pursuant to Conditions 10, 11 and 19 of the Planning Permission;
  - 1.1.2 an application for a S96A Amendment;
  - 1.1.3 an application for a S73 Permission.
- 1.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.



## 2. DESIGN MONITORING COSTS

2.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 1.1 above and overseeing the construction of the Development) the Developer shall forthwith:-

2.1.1 notify the LPA of such non-retention; and

2.1.2 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:

(a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA; and

(b) the LPA may make more than one demand for payment of Design Monitoring Costs

**PROVIDED THAT** the amount payable to the LPA in Design Monitoring Costs shall not exceed £50,000 (Indexed).

## 3. RESTRICTION ON DEVELOPMENT

3.1 The Development shall not Commence until the Developer has either:-

3.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or

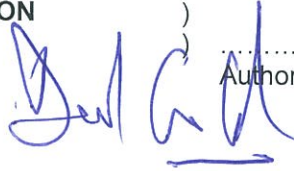
3.1.2 paid the first instalment of the LPA's Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the Development.

3.2 No Development shall be carried out if the LPA's Design Monitoring Costs have not been paid in accordance with paragraph 2.1.2.

3.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the LPA and the LPA may require the Architect to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

EXECUTED as a deed by affixing the  
Common Seal of **LONDON LEGACY  
DEVELOPMENT CORPORATION**  
in the presence of: -

)  
)  
)  
)  
)  


.....  
Authorised Signatory



EXECUTED as a deed by **E20 STADIUM  
LLP** acting by:-

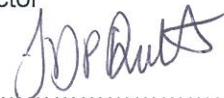
)  
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.....  
Director

In the presence of  
LIAM CAULFIELD  
1 Stratford Place  
E20 1EJ

  
.....  
Director/Secretary

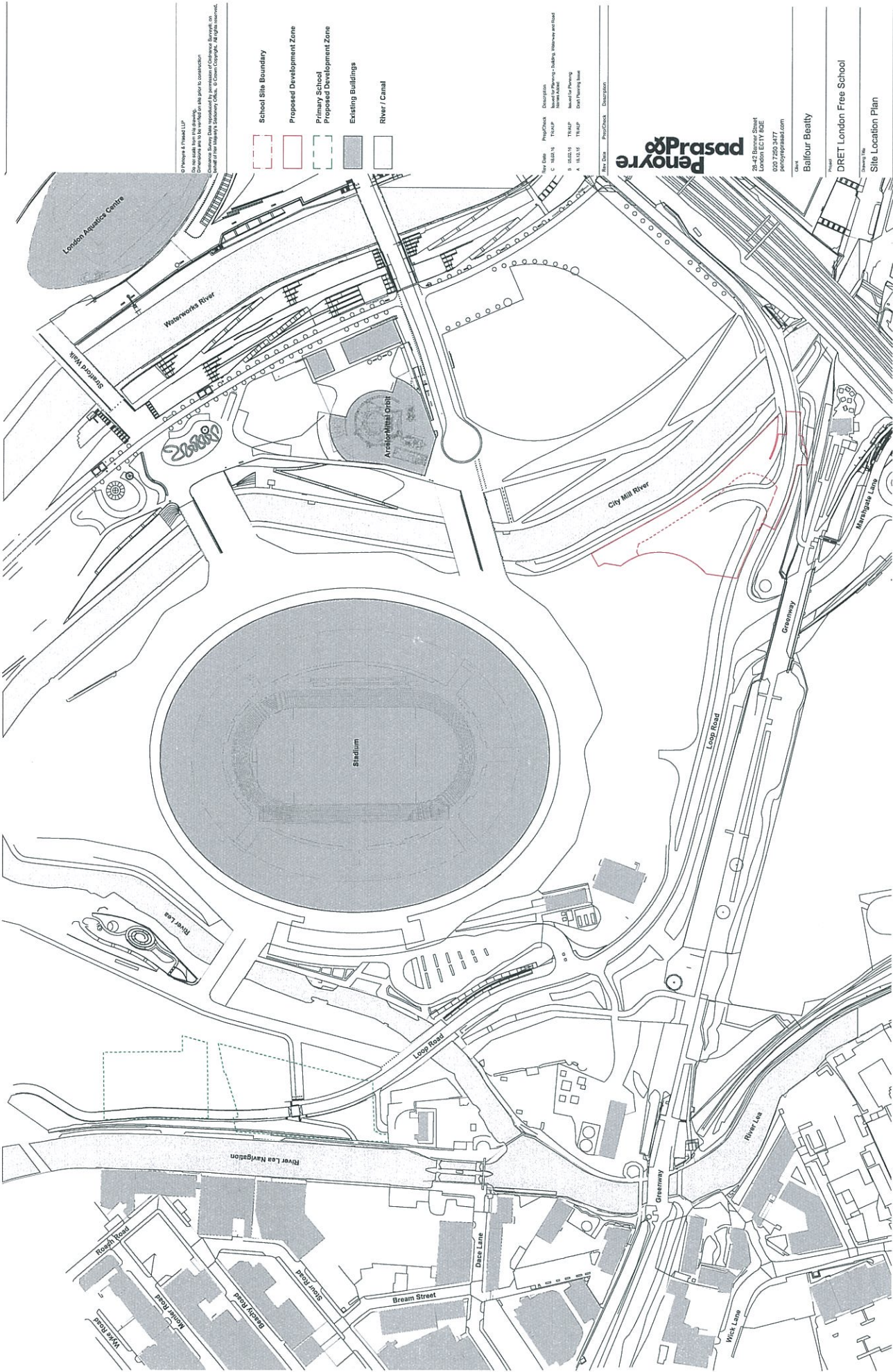
EXECUTED as a deed by **DAVID ROSS  
EDUCATION TRUST** acting by:-

)  
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.....  
Director

  
.....  
Director/Secretary

**APPENDIX 1**

**PLAN 1**



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 This plan is for information only and should not be used for any other purpose.  
 Penoyre & Beatty LLP is not responsible for any errors or omissions in this plan.

- School Site Boundary
- Proposed Development Zone
- Primary School Proposed Development Zone
- Existing Buildings
- River / Canal

Rev Date: Prop/Check Description  
 C: 18.02.16 TALKP Based on Planning - Building, Water-use and Flood Return Period  
 A: 18.02.16 TALKP Based on Planning  
 B: 18.02.16 TALKP DRET Planning Note

Rev Date: Prop/Check Description

**Penoyre & Beatty**

28-43 Brompton Street  
 London, EC1Y 3DE  
 020 7250 3477  
 penoyreandbeatty.com

Client: Balfour Beatty

Project: DRET London Free School

Drawing Title: Site Location Plan

Drawing Scale: Planning

Date: 18.02.16  
 Drawing No: 1:1250 @ A1(1:2500 @ A3)  
 Project: 645.02-PL-001

C

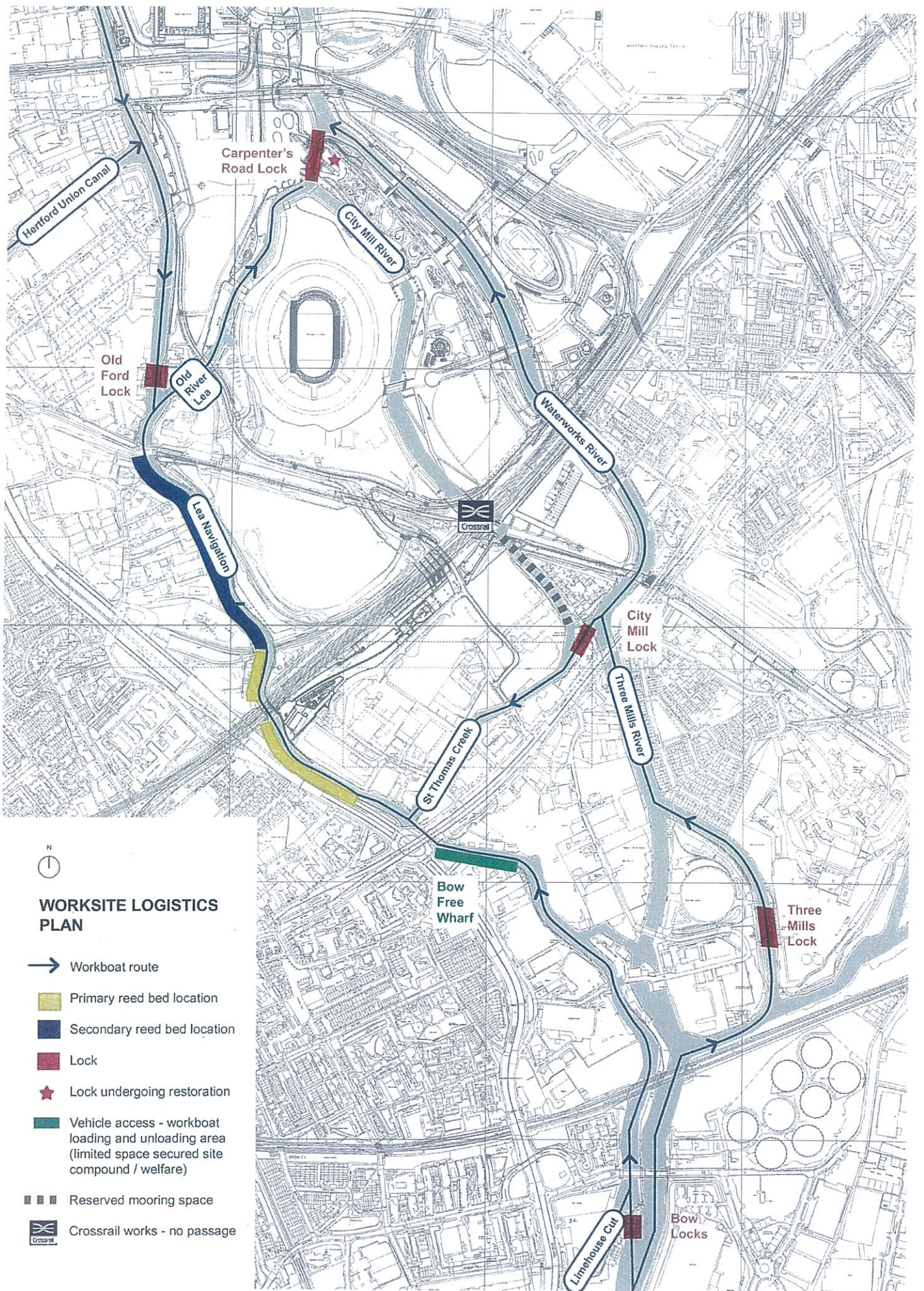


**APPENDIX 2**

**PLAN 2**



**APPENDIX 3**  
**REED BED PLAN**



**WORKSITE LOGISTICS PLAN**

- Workboat route
- Primary reed bed location
- Secondary reed bed location
- Lock
- ★ Lock undergoing restoration
- Vehicle access - workboat loading and unloading area (limited space secured site compound / welfare)
- Reserved mooring space
- Crossrail works - no passage



**APPENDIX 4**  
**DRAFT PLANNING PERMISSION**

**FULL PLANNING PERMISSION APPROVAL**

**Town and Country Planning Act 1990 (as amended)  
Town and Country Planning (Development Management Procedure) (England) Order 2015**

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Please see notes at the end of this notice

Applicant

Agent

David Ross Education Trust (DRET)

Catherine Bruce  
Savills  
33 Margaret Street  
London  
W1G 0JD

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**Part I - Particulars of Application**

Date of Application: 19-Feb-2016

Application No: 16/00035/FUL

Proposal: Application for full planning permission for the erection of a six storey building (maximum height +30.2m AOD) to provide a six form entry secondary school (up to 1,140 pupils) including sixth form (maximum 10,045sqm GEA floorspace), with associated highways and landscaping works.

Location: Land south of City Mill River and the Olympic Stadium (Stadium Island)

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**Part II - Particulars of Decision**

In pursuance of the powers under the above Act and Order the London Legacy Development Corporation hereby gives notice that **PLANNING PERMISSION HAS BEEN APPROVED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

**1. Time limit - Full**

The development shall be commenced before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1991

## **2. Works in accordance with approved details**

Unless minor variations have been agreed by the Local Planning Authority and to the extent that it does not deviate from this permission, the development shall be carried out in accordance with the following details and plan numbers:

### **INSERT PLANS AND DOCUMENTS FOR APPROVAL**

and the description of development contained in the application and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

Reason: To ensure that all works are properly implemented and retained.

## **3. Internal noise levels**

The development shall be completed in accordance with mitigation measures described within the approved Environmental Noise Assessment Report for DRET London Free School Secondary Building HRS ref:119893-AC-1v4. The building shall not be occupied until all mitigation measures are in place.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources.

## **4. Details of External Lighting and Security**

Details of any external lighting [including design, power and position of luminaries] and security surveillance equipment of external areas surrounding the building shall be submitted to and approved by the Local Planning Authority in writing before any such lighting or security equipment is installed. The development shall not be carried out otherwise in accordance with any such approval given.

Reason: To ensure that the details of the development are satisfactory in the interest of the visual amenity of the area, the safety and security of persons using the area and the amenity and privacy of adjoining occupiers.

## **5. Refuse storage**

Before the first occupation of the building hereby permitted, the refuse storage arrangements shown on the approved drawings shall be provided and made available for use of the school and the facilities provided shall thereafter be retained and shall not be used or the space used for any other purpose.

Reason: To ensure that that the refuse will be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.

## **6. Construction Management Plan and Construction Logistics Plan**

The Development shall not be commenced until a Site Wide construction management plan (CMP) and construction logistics plan (CLP) has been submitted to and approved by the Local Planning Authority. The objectives of the CMP shall be to ensure all construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials and limit adverse impact from poor air quality and noise. The CLP shall describe the impact upon the surrounding highway network as a result of construction operations on the site. The Development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development minimises its environmental impacts.

Pre-commencement justification: These details are required prior to commencement of the development to ensure that suitable management and mitigation measures are in place prior to works taking place on the site to prevent harmful impacts.

## 7. Contamination

### (a) Site Specific Remediation Strategy

Prior to commencement of the development, a site specific remediation strategy ("SSRS") shall be submitted to the Local Planning Authority for approval. The SSRS shall contain as a minimum:

- details of the precise location of the Remediation Works proposed, including earth movements, earthworks filling, licensing and regulatory liaison, health, safety and environmental controls, controls on the quality of imported materials and any validation requirements;
- a position statement on the available and previously completed site investigation information including all consolidated validation reports, enabling works reports, follow-on projects and validation data (including validation chemical dataset from enabling works and follow-on projects) submitted under the Olympic Consents;
- details as to maintaining the integrity of the Protection Layer and the integrity of other remediation works undertaken under the Olympic Consents;
- a rationale for the further site investigations required, including details of the locations of such investigations, the methodologies, sampling and monitoring proposed;
- the proposed GAC and GWAC to be used in the SSRS;
- an assessment of data against GAC and GWAC and if potential, and previously unidentified, risks are identified then detailed quantitative risk assessment (as identified in the global remediation strategy) is to be undertaken to generate site specific assessment criteria;
- where the Remediation Works are in or are in the vicinity of Planning Delivery Zone 4 any SSRS shall also include details of any effect on the exempt naturally occurring radiological materials which were moved to a disposal cell in this area as part of the Olympic Consents and the controls to be applied in this respect; and
- a programme for implementing the Remediation Works.

Reason: To ensure that all Remediation Works are properly carried out safely and appropriately.

### (b) Remediation Method Statement

Prior to any remediation taking place, a remediation method statement ("RMS") shall be submitted to the Local Planning Authority for approval. The remediation method statement shall contain as a minimum:

- a remediation options appraisal;
- details of remedial techniques to be employed (including if required any soil treatment/process centres and an appropriate marker layer) in accordance with statutory requirements, UK guidance and best practice current at the date of submission;
- the locations where those techniques will be used;
- the type and areas of contaminated material to be remediated;
- plant and equipment to be used;
- emissions and control measures and any required environmental authorisations;
- a programme for implementing the Remediation Works; and
- details of how the Remediation Works will be validated (e.g. sampling frequencies, chemical testing suites and the generic assessment criteria and site specific assessment criteria to be used to validate the works)

Reason: To ensure that the Site is remediated to support the Development and that human health and controlled waters are safeguarded.

Pre-commencement justification: These details are required prior to the commencement of works to ensure that any potential contaminants exposed during site clearance and initial excavations are appropriately mitigated.

## **8. Material samples**

Prior to the commencement of the development above ground, material samples of all external facing materials to be used in the carrying out of this permission shall be presented on site and approved in writing by the Local Planning Authority; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve an satisfactory quality of design and detailing.

## **9. Detailed drawings**

Prior to commencement of the development above ground the following detailed drawings shall be submitted to the Local Planning Authority for approval.

Detailed drawings including sections (at a scale to be agreed with the Local Planning Authority)

- principal features on the facades;
  - retaining wall to Loop Road;
  - parapets;
  - roof edges;
  - entrances; and
  - heads, sills and jambs of all openings.
- the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: In order to ensure that a high quality of design and detailing.

## **10. Cycle Storage – as approved**

Before the first occupation of the building the cycle storage facilities as shown on the approved drawings shall be provided and thereafter such facilities shall be retained and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building.

## **11. Ecology Survey**

In the event that the development is not commenced by 1<sup>st</sup> October 2017, an updated Ecology Survey shall be submitted for approval in writing by the Local Planning Authority.

Reason: To ensure the proposal protects biodiversity.

## **12. Retention of Car Parking**

The blue badge car parking shown on the drawings hereby approved shall be made available, and retained for the purposes of disabled car parking for vehicles of visitors to the development and no trade or business shall be carried out thereon.

Reason: To ensure the permanent retention of the parking areas, to avoid obstruction of the surrounding streets by waiting vehicles and to safeguard the amenities of the adjoining properties.

### **13. Servicing Management Plan**

Prior to first occupation of the development, a Servicing Management Plan detailing how all elements of the site are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approval given and shall remain for as long as the development is occupied.

Reason: In the interests of highway and pedestrian safety.

### **14. Piling Method Statement**

No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.

### **15. Water Supply**

Development should not be commenced until: Impact studies of the existing water supply infrastructure have been submitted to, and approved in writing by, the local planning authority (in consultation with Thames Water). The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.

### **16. Surface Water**

If surface water run-off and ground water is proposed to drain into the waterway, details shall be submitted to and agreed in writing by the Local Planning Authority in consultation with the Canal & River Trust prior to the commencement of development, and thereafter implemented in accordance with the agreed details unless otherwise agreed in writing.

Reason: To determine the potential for pollution of the waterway and likely volume of water. Potential contamination of the waterway and ground water from wind blow, seepage or spillage at the site, and high volumes of water should be avoided to safeguard the waterway environment and integrity of the waterway infrastructure.

### **17. Archaeology**

No demolition or development shall take place until an archaeological stage 1 written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the

nomination of a competent person(s) or organisation to undertake the agreed works. If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

- A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works;
- B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: The site is located in an area of archaeological interest. The archaeological features of interest surrounding the site have not been detailed in the submission.

Pre-commencement justification: Commencement of work prior to undertaking the WSI could disturb archaeological assets, therefore this work is required to be undertaken prior to commencement.

## **18. Signage Details**

Prior to commencement of the construction of the superstructure full details of signage shall be submitted to and approved in writing by the Local Planning Authority. The approved signage shall be installed prior to the development hereby permitted being brought into use and thereafter retained permanently and properly maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure a high standard of design

## **19. Wayfinding Details within Vicinity of the School Site**

School wayfinding signage shall be erected giving notice of the presence of the local school within the vicinity of the site. Prior to the occupation of the development hereby approved details of the design and location of school wayfinding signage shall be submitted to and approved in writing by the Local Planning Authority. The agreed signage shall be installed prior to the development hereby permitted being brought into use and thereafter retained permanently and properly maintained to the satisfaction of the Local Planning Authority.

Informatives:

Reason: To ensure a high standard of design

## **20. Charging points for Electric Cars and Mobility Scooters**

Prior to the occupation of the development details of charging points for electric cars and mobility scooters shall be submitted to and approved in writing by the Local Planning Authority and thereafter shall be provided in accordance with the approved details before occupation of the development and subsequently retained for that purpose.

Reason: To ensure that provision is made for the parking and charging of electrically powered cars and mobility scooters.

## **21. Travel Plan**

The secondary school hereby approved shall not be opened for admission of pupils until a School Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The travel plan shall be implemented as approved throughout the life of the development.

Reason: To promote sustainable travel patterns.

## **Canal & River Trust**

“The applicant/developer should refer to the current “Code of Practice for Works affecting the Canal & River Trust” to ensure that any necessary consents are obtained (<https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-code-of-practice>).”

The applicant is advised that surface water discharge to the waterway will require prior consent from the Canal & River Trust. Please contact Nick Pogson from the Canal & River Trust Utilities team ([nick.pogson@canalrivertrust.org.uk](mailto:nick.pogson@canalrivertrust.org.uk)).

## **Thames Water**

Surface Water Drainage - With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0800 009 3921.

Reason - to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

There are public sewers crossing or close to your development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted in some cases for extensions to existing buildings. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the options available at this site.

## **A Groundwater Risk Management**

Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing: [wwqriskmanagement@thameswater.co.uk](mailto:wwqriskmanagement@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality).

## **Proactive and Positive Statement**

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

Following submission of the planning application to LLDC, the local planning authority continued to work with the applicant in a positive and proactive manner. The planning application complies with planning policy as stated above and was determined in a timely manner.



The applicant has been kept informed of the progress of the application and has been given the opportunity to respond to and address any problems arising.

Dated this: **XX-Nov-2020**

*A Hollingsworth*

**Anthony Hollingsworth**

Director of Planning Policy and Decisions  
London Legacy Development Corporation

**DRAFT**

## London Legacy Development Corporation

### Town and Country Planning Act 1990 (as amended)

#### Appeals to the Secretary of State

- \* If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990 (as amended).
- \* If you want to appeal then you must do so within **SIX months** of the date of this notice (unless your proposal relates to a householder appeal or minor commercial appeal as defined in Article 37 of the DMPO 2015 in which case you must do so within **TWELVE weeks** of the date of this notice), using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online. The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: [enquiries@pins.gsi.gov.uk](mailto:enquiries@pins.gsi.gov.uk) ) or (Tel: 0117 372 8000).

To make an appeal online, please use [www.gov.uk/appeal-planning-inspectorate](http://www.gov.uk/appeal-planning-inspectorate). The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

- \* The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- \* The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- \* In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

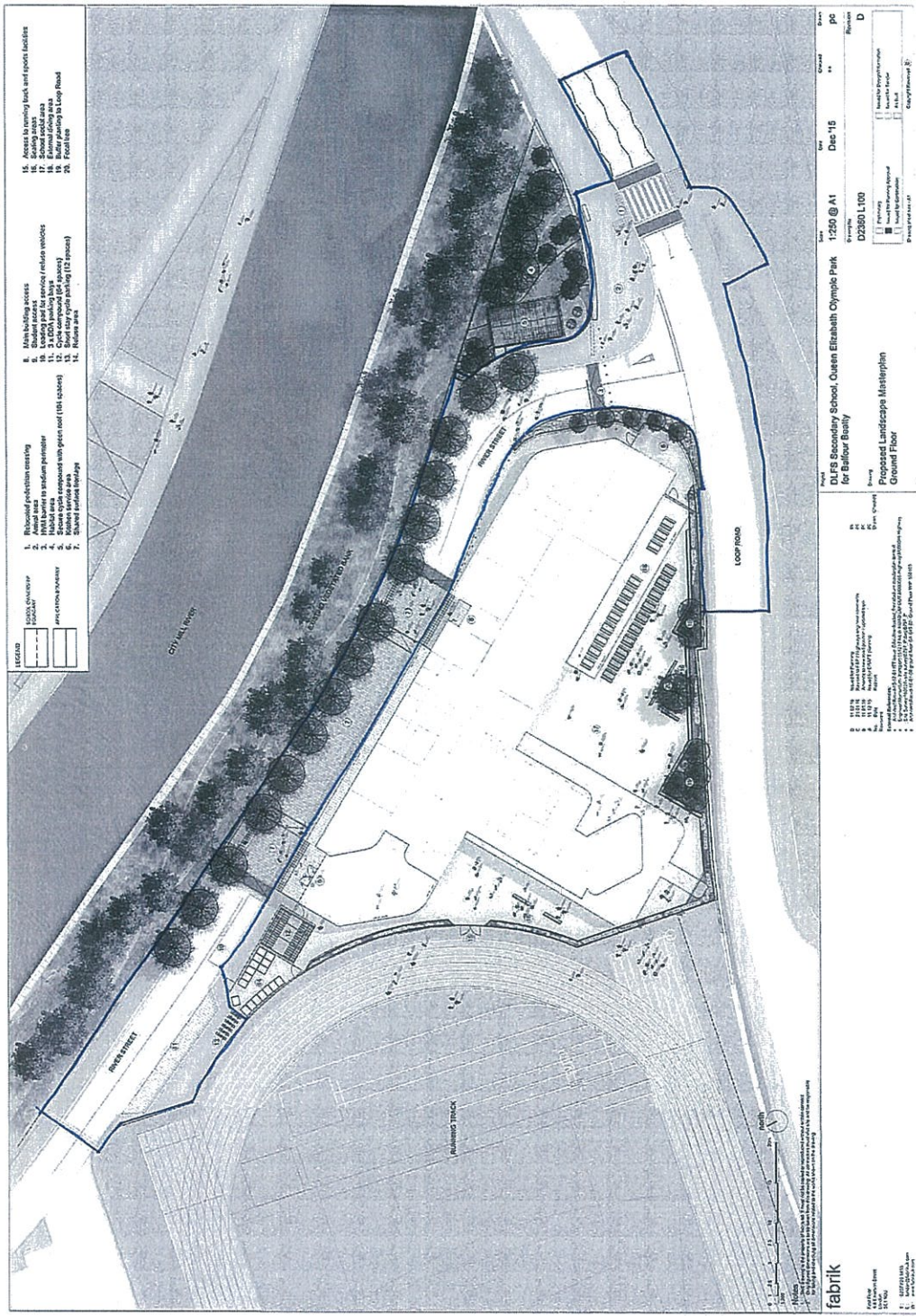
#### Purchase Notice

- \* If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- \* In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

**APPENDIX 5**  
**PLAN 4**  
**SAFETY REVIEW AREA**

KEY:  
LINE INDICATES  
EXTENT OF  
ROAD SAFETY  
AUDIT.

27<sup>th</sup> Sept 2016.



- LEGEND**
- 1. Proposed pedestrian crossing
  - 2. New boundary
  - 3. New boundary
  - 4. New boundary
  - 5. New boundary
  - 6. New boundary
  - 7. New boundary
  - 8. New boundary
  - 9. New boundary
  - 10. New boundary
  - 11. New boundary
  - 12. New boundary
  - 13. New boundary
  - 14. New boundary
  - 15. New boundary
  - 16. New boundary
  - 17. New boundary
  - 18. New boundary
  - 19. New boundary
  - 20. New boundary

Project: DLFS Secondary School, Queen Elizabeth Olympic Park 1:250 @ A1  
 Date: Dec '15  
 Scale: 1:250  
 Drawing: D0380 L100  
 Revision: D

DLFS Secondary School, Queen Elizabeth Olympic Park  
 for Balfour Beatty

Proposed Landscapes Masterplan  
 Ground Floor

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