

DATED 27 November 2024

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) MASTCRAFT LIMITED

(3) WILLIAM COLLEGE LIMITED

(4) ELIZABETH SCHOOL OF LONDON

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990 and all other powers enabling
relating to Bridge House, 320, High Street, Stratford,
London, E15 1EP

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL *November*
DATED THIS *28* DAY OF *N* 2024

Pinsent Masons LLP *Pinsent Masons LLP*


Pinsent Masons

CONTENTS

	Page
1	DEFINITIONS AND INTERPRETATIONS..... 1
2	EFFECT OF THIS AGREEMENT..... 6
3	CONDITIONALITY..... 7
4	THE DEVELOPER'S AND THE SECOND OWNER'S COVENANTS WITH THE LPA..... 7
5	THE LPA'S COVENANTS WITH THE DEVELOPER..... 7
6	NOTICES..... 8
7	SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT..... 8
8	VERIFICATION AND ENFORCEMENT..... 9
9	DISPUTE RESOLUTION..... 9
10	NO WAIVER..... 10
11	DUTY TO ACT REASONABLY AND IN GOOD FAITH..... 10
12	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999..... 10
13	THE LPA'S COSTS..... 10
14	FINANCIAL CONTRIBUTIONS AND INDEXATION..... 10
15	INTEREST..... 10
16	APPROVALS AND CONSENTS..... 11
17	JURISDICTION AND LEGAL EFFECT..... 11
18	EXECUTION..... 11
	SCHEDULE 1 - FINANCIAL CONTRIBUTIONS..... 12
	SCHEDULE 2 – EMPLOYMENT AND TRAINING..... 13
	SCHEDULE 3 – COMMUNITY INVESTMENT PROGRAMME AND FUND..... 15
	SCHEDULE 4 – COMMUNITY USE AGREEMENT..... 17
	APPENDIX 1 - PLANS
	APPENDIX 2 - DRAFT PLANNING PERMISSION

THIS PLANNING OBLIGATION BY AGREEMENT is made on 27 *November* 2024

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (the "LPA");
- (2) **MASTCRAFT LIMITED** whose company number is 1845796 whose registered office is at 30 Poland Street, London W1F 8QS (the "First Owner");
- (3) **WILLIAM COLLEGE LTD** whose company number is 14415627 whose registered office is at Bridge House, 320 High Street, Stratford, London, England, E15 1EP (the "Second Owner"); and
- (4) **ELIZABETH SCHOOL OF LONDON LIMITED** whose company number is 09098453 whose registered office is at 5th Floor, Exchange Tower, 1 Harbour Exchange Square, London E14 9GE (the "Applicant").

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 First Owner has a leasehold interest in part of the Site registered at the Land Registry with Title Number EGL247589 and enters into the obligations in this Agreement in relation to the Development.
- (C) The Second Owner proposes to take a leasehold interest the Site upon the issue of the Planning Permission.
- (D) The Applicant submitted the Planning Application which was validated by the LPA on 18 December 2023.
- (E) The LPA is minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) 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.
- (G) 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.

IT IS AGREED as follows:-

1. **DEFINITIONS AND INTERPRETATIONS**

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"	means Town and Country Planning Act 1990
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced

"Anticipated Substantial Implementation Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented
"Building"	means a building comprised in the Development
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act which for the avoidance of doubt shall include the use of any part of the Site as an education facility other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, 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, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"Completed"	means 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
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" and "Complying" shall be construed accordingly
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Council's Area"	means the administrative area of the Second Owner
"Developer"	shall have the meaning ascribed to it in Clause 1.2.7
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"Dispute"	means any dispute, issue, difference or claim as between the relevant Parties in respect of any matter contained in or arising from or relating to this Agreement or the relevant Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute
"First Occupation"	means first Occupation of the Development or the relevant part thereof as provided for in this Agreement and "First Occupy" shall be construed accordingly
"Index"	means the All-in Tender Price Index or if the same shall cease to be published or if the LPA in its discretion considers more appropriate, such alternative index agreed by the LPA and the Developer

"Indexed"	means in relation to a sum that it is to be increased in accordance with Clauses 14.2 and 14.3
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"Occupy" "Occupied" and "Occupation"	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
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 23/00442/FUL by the LPA for the change of use of vacant building (previously Use Class E-g Office) to an educational facility (Use Class F1-a) including internal alterations
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the draft form of which is attached at Appendix 2
"Preparatory Works"	means the following enabling works:- <ul style="list-style-type: none"> (a) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions (b) site / premises clearance (c) the erection of hoardings or other means of enclosure for site security operations (d) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development (e) (so far as is necessary) the creation of temporary access to the Site and (f) (so far as is necessary) the diversion of services
"Reasonable Endeavours"	means that it is agreed by the Parties that the relevant Party 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 relevant Party 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)
"Requisite Consents"	means such 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

"Site" means the land shown edged red on Plan 1 – Application Site Boundary attached at Appendix 1 of this Agreement

"Substantial Implementation" means Commencement of Development has occurred in addition to the Preparatory Works having been completed and **"Substantially Implement"** and **"Substantially Implemented"** shall be construed accordingly

"Utility Undertaker" 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

"Working Day" means 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) Recital is to a Recital to this Agreement; and
- (e) 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 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 2.4, 2.6 and 2.7 references to the Developer in this Agreement include:-
- (a) the First Owner, the Second Owner and Applicant;
 - (b) persons deriving title from the First Owner, the Second Owner and the Applicant; and
 - (c) the First Owner's, the Second Owner's and Applicant'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; and
- 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 three months), within 10 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 Subject to Clauses 2.4, 2.6 and 2.7 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 the Developer's freehold interest in the Site and 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 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 contained within this Agreement shall not be binding upon nor enforceable against 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.
- 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 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.
- 2.7 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.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.9 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 quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 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.
- 2.11 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 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development,

save for the provisions of this Clause 3, Clauses 2, 4.1.2 to 4.1.4, 6, 9, 11, 13, 16, 17 and 18 and 4.1.1 (but only insofar as it relates to paragraphs 3.3, 5.1, 5.3, 8, 10.1 to 10.3, 11 and 12 of Schedule 5, paragraphs 2.1 and 3 of Schedule 7 and the entirety of Schedule 12) which shall come into effect immediately upon completion of this Agreement.

4. THE DEVELOPER'S AND THE SECOND OWNER'S COVENANTS WITH THE LPA

4.1 The Developer on behalf of itself and its successors in title to the Site covenants with the LPA that it 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 not encumber or otherwise deal with its interest 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;

4.1.3 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; and

4.1.4 notify the LPA of the Anticipated Substantial Implementation Date prior to the actual date when Substantial Implementation occurs and such notice shall only be given where there is a genuine prospect of Development being Substantially Implemented 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 5.5, the LPA covenants with the Developer that it 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.

5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.

5.4 The LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 10 years of the date of receipt by the LPA of such payment together with interest.

5.5 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 to 5.4 shall cease to apply in respect of those monies.

5.6 Prior to payment of monies to an Other Statutory Authority pursuant to Clause 5.5, 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.

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 9
5 Endeavour Square
London E20 1JN

For the attention of: Anthony Hollingsworth

First Owner:-

Address: 30 Poland Street, London W1V 8QS

Second Owner:-

Address: Bridge House, 320 High Street, Stratford, London, England, E15 1EP

Applicant:-

Address: 5th Floor, Exchange Tower, 1 Harbour Exchange Square, London E14
9GE

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 10 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 the other relevant party or parties to the Dispute (the "**Notice**") refer a Dispute to an Expert for determination and references to the "**Parties**" in this clause means the relevant parties to the Dispute.

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 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 (the "**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 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 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 reasonable and proper external legal costs incurred in the negotiation and completion of this Agreement; and

13.1.2 the LPA's reasonable and proper 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. FINANCIAL CONTRIBUTIONS AND INDEXATION

14.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.

14.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date such sums are paid (unless otherwise stated in this Agreement).

14.3 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from the date the payment or financial contribution was agreed until the date the sum or value falls to be considered or applied.

15. INTEREST

If any payment due under this Agreement is paid late, Interest shall be payable from the date payment is due to the date of payment.

16. **APPROVALS AND CONSENTS**

Where the agreement, approval, consent or expression of satisfaction is required from the LPA under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given in writing.

17. **JURISDICTION AND LEGAL EFFECT**

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

17.2 The provisions of this Agreement (other than this Clause 17.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

18. **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.

EXECUTED AS A DEED by the parties on the date which first appears in this Agreement and takes effect on that date.

SCHEDULE 1

FINANCIAL CONTRIBUTIONS

1. DEFINITIONS

"Community Investment Contribution"	means the sum of £50,000 (fifty thousand pounds) (Indexed) which shall be used by the LPA towards community initiatives which support local environmental, cultural and social value initiatives that benefit the local community within the vicinity of the Development
"Jupp Road Bridge"	means the replacement of the Jupp Road Bridge structure within the area outlined red on Plan 2 – Jupp Road Western Access attached at Appendix 1 of this Agreement
"Western Access"	means the western access as shown within the area outlined red on Plan 2 – Jupp Road Western Access attached at Appendix 1 of this Agreement
"Western Access and Public Realm Contribution"	means the sum of £250,000 (two hundred and fifty thousand pounds) (Indexed) which shall be used by the LPA towards securing connection between the Carpenters Estate and Stratford Metropolitan Centre which may include the delivery of the Western Access and/or the Jupp Road Bridge as well as other projects on improvement of the public realm in the Stratford Town Centre

2. FINANCIAL CONTRIBUTIONS

- 2.1 The Developer shall pay the Western Access and Public Realm Contribution to the LPA prior to the Commencement of Development and no Development shall Commence until the Western Access and Public Realm Contribution has been paid to the LPA.
- 2.2 The Developer shall pay the Community Investment Contribution to the LPA prior to the Commencement of Development and no Development shall Commence until the Community Investment Contribution has been paid to the LPA.

SCHEDULE 2

EMPLOYMENT AND TRAINING

1. DEFINITIONS

"Legacy Communities Scheme Careers Programme Group"	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London
"Local Labour and Business Schemes"	means the following schemes:- (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group and (b) in the Council's Area – the scheme known as Skillsmatch
"London Living Wage"	means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA

2. LOCAL LABOUR AND LOCAL BUSINESS

2.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub tenants (in respect of end use vacancies and jobs, except those which are vacancies or jobs relating to the School) use reasonable endeavours to ensure that:-

- 2.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;
- 2.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- 2.1.3 the recruitment of persons living in the Growth Boroughs accounts for 25% of the construction jobs arising from the Development;
- 2.1.4 the recruitment of persons living in the Council's Area accounts for a total of between 25% and 85% of the end use jobs at the Development;
- 2.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
- 2.1.6 the London Living Wage is promoted for all end use jobs at the Development;
- 2.1.7 work-based learning opportunities are provided at the Development, including not less than four apprenticeship opportunities during construction and operation.

2.2 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors and its tenant(s) and any sub tenants

2.3 , use reasonable endeavours to ensure that:-

- 2.3.1 businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;
- 2.3.2 20% of the value of goods and services procured during the Development are supplied by businesses located within the Council's Area; and

- 2.3.3 provide local agencies with early information relating to availability of vacant space within the Development.

SCHEDULE 3

COMMUNITY INVESTMENT PROGRAMME AND FUND

1. DEFINITIONS

"Community Investment Programme"

means a community investment programme that sets out how the local community will benefit from the Development and how the Development will provide opportunities for charities, community groups and social enterprise groups that aim to improve people's quality of life which shall as a minimum include:-

- (a) details of the location, indicative timetables and duration of events and opportunities
- (b) setting up the Community Investment Panel (the "Panel") which will meet a minimum of three times per year and which includes key stakeholders and members of the community to input into the strategy and delivery for the allocation of the community investment fund
- (c) commitment to engage with local charities, school, colleges, organisations and the local community to present opportunities/career paths
- (d) commitment to engage with local charities, school, colleges, organisations and the local community during construction to explain/demonstrate the process with links back to the curriculum ie real-life application of skills/understanding in science
- (e) creation of a mentoring, tutoring and co-initiative programme to support young people in the local community
- (f) assist in the creation of a programme of volunteering by the students in the Student Accommodation with local community organisations
- (g) provide opportunities for a training and skills building programme, including summer schools and training events, for the local community to support access to employment
- (h) providing opportunities for work experience at the Development
- (i) details of how the strategy will be monitored and amended if necessary to ensure that a successful community investment programme is delivered

2. COMMUNITY INVESTMENT PROGRAMME

- 2.1 Prior to the First Occupation of the Development, the Developer shall submit and obtain the LPA's approval in writing to the Community Investment Programme.
- 2.2 First Occupation of the Development must not take place until the Community Investment Programme has been approved in writing by the LPA.

- 2.3 The Developer shall on an annual basis until the date which is five years following First Occupation of the Development:-
- 2.3.1 review the effectiveness of the Community Investment Programme; and
 - 2.3.2 submit to the LPA a report detailing the effectiveness and outputs of the Community Investment Programme and any proposed amendments thereto.
- 2.4 The Developer shall implement the approved Community Investment Programme (as may be amended in accordance with paragraph 2.3.2 of this Schedule) for the lifetime of the Development.

SCHEDULE 4

COMMUNITY USE AGREEMENT

1. DEFINITIONS

"Community Use Agreement"

means an agreement with the LPA pursuant to paragraph 2.1 that set out how the local community will benefit from the Development which shall as a minimum include:-

- (a) details of the facilities that will be available for use by the local community including times of availability and costs of hire at a market charge save for use by local community organisations or local charities which shall be at a charge at least 20% below market rate, and the procedure for booking such facilities
- (b) details of a programme for engaging with local groups to advertise the facilities that will be available for use by the local community
- (c) details of any facilities that will be available for use by the local community prior to the Occupation of the Development and
- (d) details of how the agreement will be monitored and amended if necessary to ensure that use of the facilities by the local community is maintained

2. COMMUNITY USE AGREEMENT

- 2.1 Prior to the First Occupation of the Development, the Developer shall enter into a Community Use Agreement with the LPA.
- 2.2 First Occupation of the Development must not take place until the Developer has entered into the Community Use Agreement with the LPA.
- 2.3 The Developer shall on an annual basis until the date which is five years from the date on which the Community Use Agreement is entered into:-
 - 2.3.1 review the effectiveness of the Community Use Agreement; and
 - 2.3.2 submit to the LPA a report detailing the effectiveness and outputs of the Community Use Agreement and any proposed amendments thereto.
- 2.4 The Developer shall comply with the Community Use Agreement (as may be amended in accordance with paragraph 2.3.2 of this Schedule) for the lifetime of the Development.

EXECUTED as a Deed (but not delivered until dated) by affixing the Common Seal of the **LONDON LEGACY DEVELOPMENT CORPORATION** in the presence of:

Common Seal



A HOWINGSWORTH

Full Name (Authorised Signatory)

A Howingsworth

Signature of Authorised Signatory

Signed as a deed by a director of

MASTCRAFT LIMITED

in the presence of the following witness:

Signature

GURISH SANGER

Print name

signature of witness

name

Suresh Babu Kunduru

print name of witness

address

255 EASTON AVENUE, ILFORD. IG4 5AT

Signed as a deed by a director of

WILLIAM COLLEGE LTD

in the presence of the following witness:

Signature

ALI AKBAR FARUKI

Print name

signature of witness

name

MARTIN KIRILOV

print name of witness

address

2A RAMSAY ROAD, LONDON, E7 9EW

Signed as a deed by a director of



ELIZABETH SCHOOL OF LONDON LTD
in the presence of the following witness:

Signature

ALI AKBAR FARUKI

Print name

signature
of witness



name

MARTIN KIRILOV

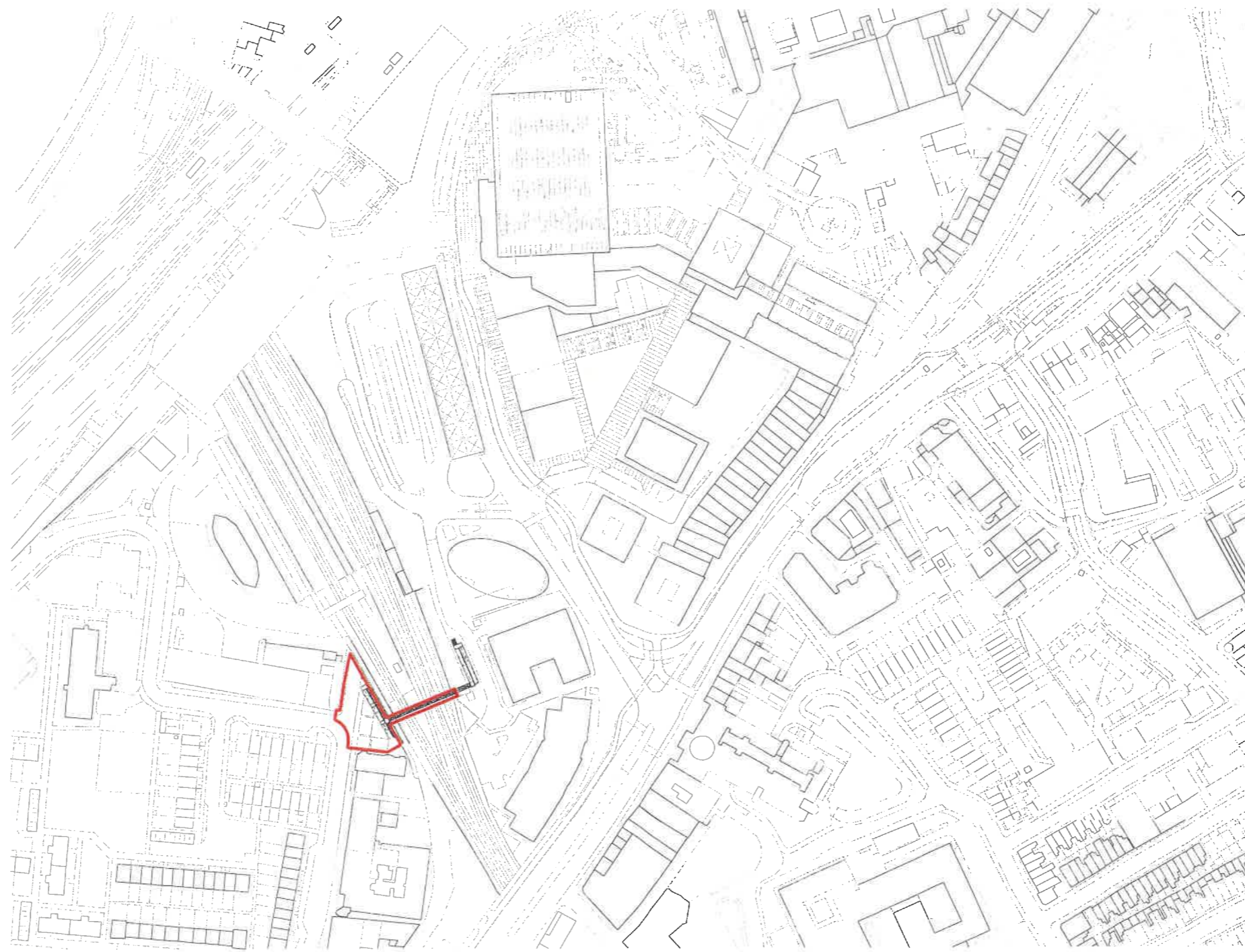
print name of witness

address

2A NAMSAY ROAD, CONDON, E7 9EW

APPENDIX 1

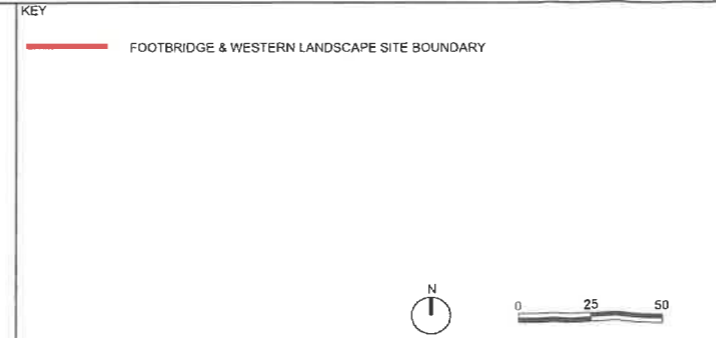
PLANS



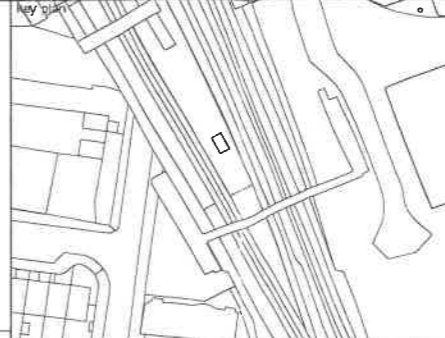
AA 
 A4

notes
 When this drawing is issued in uncontrolled CAD format it will be accompanied by a PDF version and is issued to enable the recipient to prepare their own documents / models / drawings for which they are solely responsible.
 The recipient should report all drawing errors, omissions and discrepancies to the architect. All dimensions should be checked on site by the contractor and such dimensions shall be the contractor's responsibility.
 Allford Hall Monaghan Morris Limited accepts no responsibility or liability for:
 -Any use of this drawing by parties other than the party for whom it was prepared or for purposes other than those for which it was prepared
 -Any alterations or additions to or discrepancies arising out of changes to the background information on which the drawings are based that was current at the time of issue, and which occur to that information after it has been issued by AHMM
 -Any loss or degradation of the information held in this drawing resulting from the translation from the original file format to any other file format or from the recipient's reading of it in any other programme or any version of the programme other than that which was used to prepare it.
 -The accuracy of survey information provided by others or for any costs, claims, proceedings and expenses arising out of reliance on such information
 Any scaling from this drawing other than by the local planning authority solely for the purposes of the planning application to which it relates

The drawing shows the general arrangement together with the nominal sizes of selected elements and components. The information shown indicates the design intent of the architect and is to be read in conjunction with the performance specification. The Contractor must include for all design development and coordination required to complete the works.

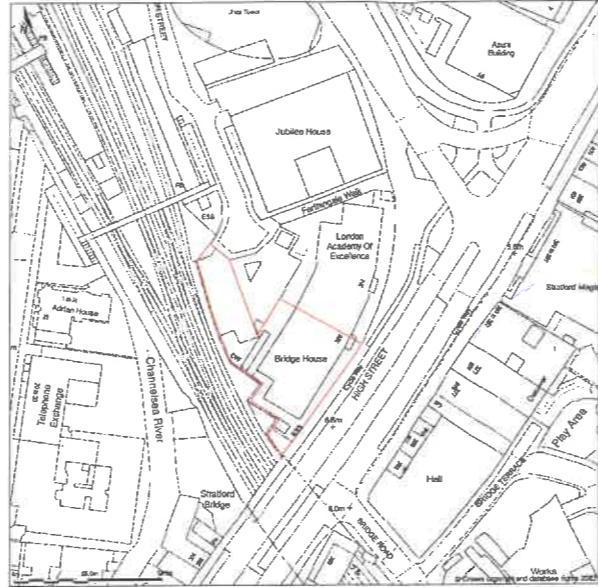


P00	PL	18/09/23	For planning
Rev	Status	Date	Description



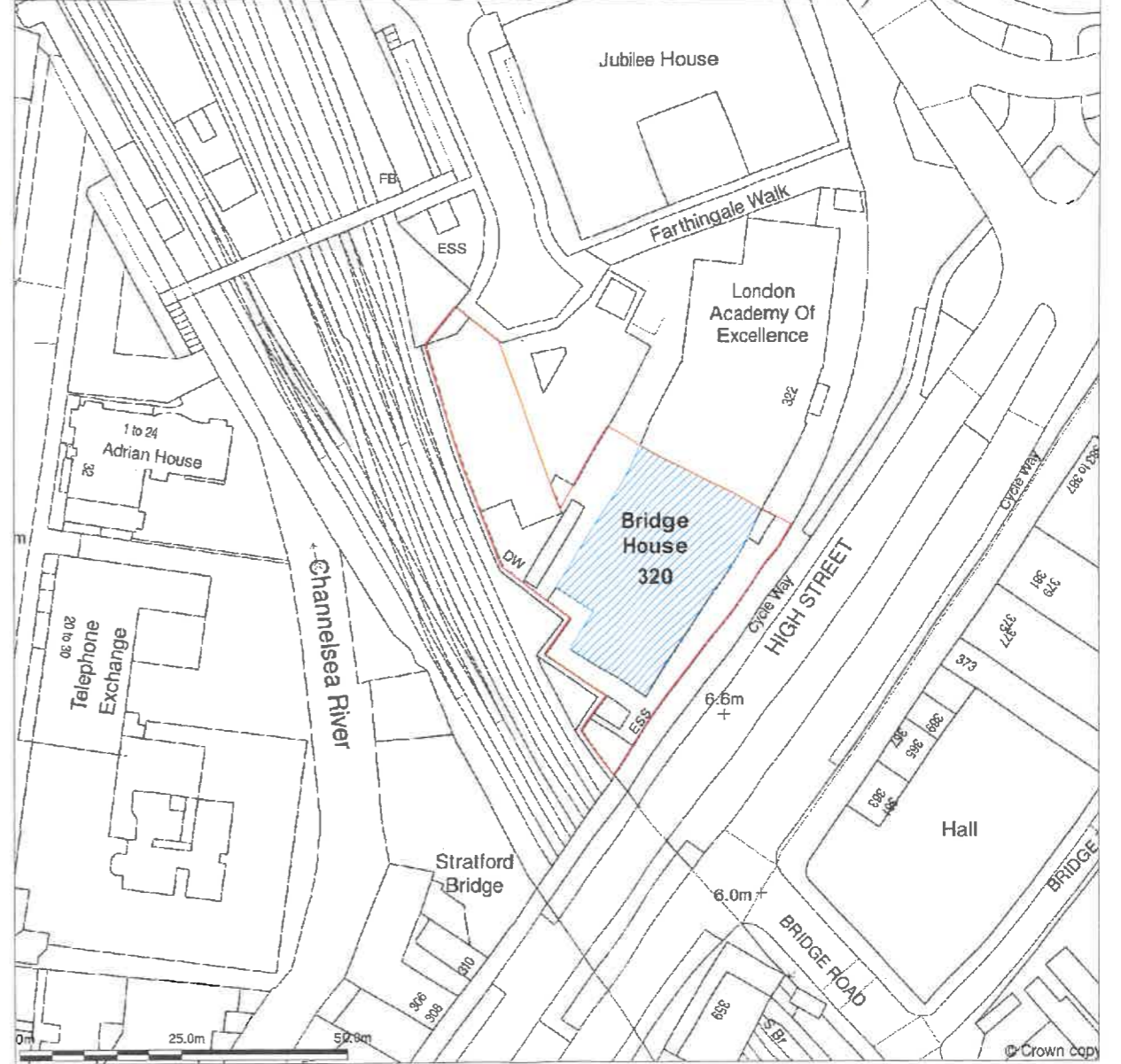
ALLFORD HALL MONAGHAN MORRIS							
ARCHITECTS Ltd. MORELANDS, 5-23 OLD STREET LONDON EC1V 9HL TEL 020 7251 5261 FAX 020 7251 5123 WEB WWW.AHMM.CO.UK							
client UNITE STUDENTS							
project name JUPP ROAD BRIDGE							
drawing title LOCATION PLAN							
drawn	checked	scale	rev	status			
ZY	BC	1:1250@A1 1:2500@A3	P00	PLANNING			
project	originator	volume	level	type	role	drawing no.	
22154	AHMM	XX	XX	DR	A	PL001	

SITE PHOTOGRAPHS



1 Location Plan 1:1250

HX1



2 Site Plan 1:500

AA

NOTES:
 - Construction work shall not commence until planning permission is approved by the Planning Authority.
 - Drawings should not be used for any other purpose.
 - Party wall notices to be served by all relevant owners/main contractors as early as possible to any third Party retaining an involvement contained in this drawing.
 - All dimensions must be verified on site before commencing any work on this drawing.

Project: PEN - Stratford London E15 IEP
 Client: Mr Md Faruki
 Project No: 2024-71
 Project Status: Design

Location Plan-R3
 Layer No: A001
 Scale @ A3: 1:1250, 1:500 Date: 10/04/2024
 Revision: R3 Revised Date: 18/10/2024

Responsible Practitioner: SAIBRA ALI
 Contact Number: 02033115011
 Contact Email: info@saibra.co.uk
 Address: Creative Design and Construction Ltd, 414 Cranbrook Road, Canning Hill, Essex SS16 6LL



APPENDIX 2
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

Please see notes at the end of this notice

Applicant

Elizabeth School of London,
c/o Agent

Agent

Meghan Gleeson,
Zerum
Zerum Planning Limited
Third Floor
Calls Landing
Leeds
LS2 7EW

Part I - Particulars of Application

Date of Application: **18-Dec-2023**

Application No: **23/00442/FUL**

Proposal: **Application for the change of use of vacant building (previously Use Class E(g) Office) to an educational facility (Use Class F(1)a) including internal alterations.**

Location: **Bridge House, 320, High Street, Stratford, LONDON, E15 1EP**

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:

Conditions:

1. Time Limit

The development shall be commenced before the expiration of three years from the date of the 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:

- Planning portal application form, dated 18 December 2023
- Cover letter, prepared by Zerum Planning Limited, dated 18 December 2023
- Bundle of documents comprising the Site Location Plan, Existing Floor Plans, Proposed Floor Plans and Site Photographs of William College at Bridge House, prepared by Creative Design and Construction Ltd., dated 18 December 2023
- Travel Plan Rev. 2, Andrew Moseley Associates, dated 28 June 2024
- Transport Statement Rev. 2, Andrew Moseley Associates, dated 28 June 2024
- Drawing No. 2023-71-A003 R2 : prepared by Creative Design and Construction Ltd., dated 31.07.2024
- Drawing No. 2023-71-A004 R2 : Site Plan with Proposed Layout R2 prepared by Creative Design and Construction Ltd., dated 31.07.2024
- Drawing No. 2023-71-A013 R2 : Floor Plans - Proposed R2 prepared by Creative Design and Construction Ltd., dated 17.07.2024
- Construction Schedule vide email dated 06.08.2024
- Access and Inclusion Strategy and related Drawings vide email dated 31.07.2024
- Asbestos Refurbishment Survey ref. ASE-584 prepared by Asbestos Surveys Sussex, dated 22.12.2023
- Fire Evacuation Plan vide email dated 10.09.2024
- Site Plan with Proposed Layout R3 (showing adapted cycle spaces, blue badge holders and accessible entrances) Drawing No. 2023-71-A004 R2 prepared by Creative Design and Construction Ltd., dated 09.09.2024
- Fire Emergency Evacuation Plan vide email dated 10.09.2024

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

3. Notice of Commencement

The development shall not be commenced until written notice of intention to commence the development has been submitted to the Local Planning Authority. The notice required by this condition 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.

Reason: To ensure satisfactory compliance with this planning permission.

Pre-commencement justification: To enable the LPA to monitor development.

4. Code of Construction Practice

The Development shall not be commenced until a Code of Construction Practice has been submitted to and approved in writing by the Local Planning Authority. An updated version of the Code of Construction Practice to reflect any changes in policy or best practice guidance shall be submitted to the Local Planning Authority for approval no less frequently than once every three years until the date of Practical Completion of the Development.

The Code of Construction Practice shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission.

The Code of Construction Practice shall include proposals for the following:

- Safeguarding of buried services

- Location and height of any proposed spoil stockpiles

The Development shall be carried out in accordance with the approved details.

Reason and pre-commencement justification: To ensure that the Local Planning Authority can assess whether the development would generate any unacceptable environmental impacts through construction that would require appropriate mitigation in accordance with Local Plan Policies BN.11 and S.4.

5. Construction Transport Management Plan

The Development shall not be commenced until a Construction Transport Management Plan (CTMP) has been prepared in consultation with the Local Planning Authority, local highway authorities, Transport for London and the emergency services and such CTMP has been submitted to and approved by the Local Planning Authority.

An updated version of the CTMP reflecting any changes and details of the development known at the time and any updated policy or best practice guidance shall be submitted to the Local Planning Authority for approval in consultation with the agencies referred to above no less frequently than once every three years. The objectives of the CTMP shall be to:

- minimise the level of road based construction traffic through the promotion of sustainable transport options, where feasible
- minimise the impact of road based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of site operation;
- identify highway works required to accommodate construction traffic;
- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking; and
- assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity

Reason: To avoid adverse impact of construction transport that would cause to the neighbourhood and to safeguard residential amenity from the start of the construction process.

Pre-commencement justification: To ensure that construction transport impacts are appropriately mitigated in advance of commencement of works.

6. Construction Method Statement

No development hereby permitted shall commence until full details of the proposed construction methodology, in the form of a Construction Method Statement, have been submitted to and agreed by the local planning authority. The Construction Method Statement shall include details regarding:

- Hours of work and noise and vibration mitigation and monitoring measures;
- Safeguarding of buried services (if any);
- The notification of neighbours with regard to specific works;
- Advance notification of road closures;
- Details regarding parking, deliveries, and storage (including hours of deliveries);
- Details of measures to prevent the deposit of mud and debris on the public highway;
- A feasibility survey shall be carried out to consider the potential for moving construction material from the site by waterborne freight.
- Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- Details of collaboration with adjoining development sites to mitigate against detrimental impacts; and

- (j) Any other measures to mitigate the impact of construction upon the amenity of the area and the function and safety of the highway network.

Reason: To avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity from the start of the construction process.

Pre-commencement justification: To ensure that construction impacts are appropriately mitigated in advance of commencement of works.

7. Construction Logistics Plan

The development hereby permitted shall not commence until a Construction Logistics Plan (CLP) has been submitted to and approved in writing by the Local Planning Authority.

The CLP shall provide details of:

- (a) the parking of vehicles of site operatives and visitors
- (b) loading and unloading of plant and materials

The CLP shall assess the impacts during the construction phase of the development on Stratford High Street. The development shall be carried out in accordance with the approved details throughout the construction period.

Reason: In order to secure the highway safety and free flow of traffic on Stratford High Street.

Pre-commencement justification: It is necessary to secure these details prior to the commencement of the development to ensure that the works do not have an adverse impact upon the Strategic Road Network.

8. Fire Safety

Prior to commencement of superstructure works, a Planning Fire Safety Strategy shall be submitted to the local planning authority for approval which includes details of the following (but not be limited to):

- Means of warning and escape (e.g., the change in occupancy use and risk profile, category and coverage of fire detection and alarm system, travel distances, escape route widths and stair capacity, etc);
- Provisions to evacuate disabled occupants;
- Firefighting access and facilities (e.g., the impact upon hose distances, access to fire fighting facilities, etc);
- Structure and compartmentation (e.g., fire resistance performance, compartment sizes etc); and
- External fire spread assessment (any impact on the external fire spread assessment due to the change of use).
- Existing fire safety provisions (e.g., any smoke ventilation or suppression systems).

Reason: To ensure the development meets London Plan Policy D12 Part A which states that applications should be accompanied by information that will detail "how the development will function" and "achieve the highest standard of fire safety".

9. Dust Management Plan

Prior to commencement of development hereby permitted, a scheme for dust monitoring, assessment and mitigation for all construction activities, taking into account proposed construction programme alongside cumulative impacts from adjoining sites, shall have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from

construction and demolition' published by the GLA in July 2014 (or any subsequent revision) and shall include:

- (a) The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- (b) The frequency and other arrangements for dust monitoring; and
- (c) The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.
The construction shall thereafter be carried out in accordance with the scheme for dust monitoring, assessment and mitigation for all construction activities unless otherwise approved in writing by the Local Planning Authority.

Reason: To safeguard residential amenity from the start of the construction process.

10. Delivery & Servicing Management Plan

The Delivery & Servicing Management Plan (DSMP) should be subject to future monitoring on a regular basis, including a commitment to undertake a baseline survey after 6 months from operation, and regular monitoring of vehicle numbers on an ongoing basis beyond this. Submissions shall have been submitted to and approved in writing by the Local Planning Authority. Any introduction of remedial action, if required, shall be agreed with the Local Planning Authority.

11. Construction Environmental Management Plan

No development hereby permitted shall commence until full details of the proposed construction methodology, in the form of a Construction Method Statement, have been submitted to and agreed by the local planning authority. The Construction Method Statement shall include details regarding:

- a) Hours of work and noise and vibration mitigation and monitoring measures;
- b) Safeguarding of buried services, if ground works or basement excavation would be involved;
- c) The notification of neighbours with regard to specific works;
- d) Advance notification of road closures;
- e) Details regarding parking, deliveries, and storage (including hours of deliveries);
- f) Details of measures to prevent the deposit of mud and debris on the public highway;
- g) A feasibility survey shall be carried out to consider the potential for moving construction material from the site by waterborne freight.
- h) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- i) Details of collaboration with adjoining development sites to mitigate against detrimental impacts; and
- j) Any other measures to mitigate the impact of construction upon the amenity of the area and the function and safety of the highway network.

Reason: To avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity from the start of the construction process.

Pre-commencement justification: To ensure that construction impacts are appropriately mitigated in advance of commencement of works.

12. Hours of Operation during Construction / Renovation

Hours of work during construction or renovation on the site shall be 08:00-18:00 Monday to Friday; 08:00-13:00 Saturday and at no time on Sundays or Public Holidays.

Reason: To protect the environment.

13. Travel Plan

Submission of proposed preliminary targets pre-occupation and prior to the baseline travel surveys being undertaken. Details as follows :

- (a) to provide preliminary aim target based upon existing modal splits agreed in the Transport Statement. These should be SMART targets focused on active travel;
- (b) baseline travel surveys would be undertaken within six months of occupation of the development;
- (c) in relation to (b) above, follow-up surveys at one, three and five years;
- (d) action plan to be provided to facilitate the delivery of the Travel Plan measures and also the aims and targets;
- (e) if the set targets failed to be met, the applicant should commit to bringing forward further reasonable measures to ensure targets are met; and
- (f) any targets agreed can only be changed with the approval of the Local Planning Authority.

Reason: To ensure the development would not add undue pressure on travel in the area.

14. Burning

No burning shall be carried out on site at all times.

Informatives :

1. The demolition and construction approved by this planning consent shall be undertaken in accordance with the Greater London Authority 'Control of Dust and Emissions from Construction and Demolition' SPG.

Best practice, as defined in BS 5228 'Code of practice for noise and vibration control on construction and open sites' shall be used for the control of noise.

2. IK13 Asbestos – Construction/Demolition Law Requirements (Health & Safety)

This application may involve the disturbance of asbestos bearing materials. The Control of Asbestos Regulations 2012 will apply whenever asbestos is present, even if the asbestos is in the form of cement sheeting, guttering or flues. The Regulations require anyone who owns, occupies or has any other responsibility for a premises to either manage that asbestos or co-operate with another party to ensure it is managed. This includes demolition contractors.

Where asbestos is present the Control of Asbestos Regulations 2012 will apply whether or not the whole project is subject to the Construction (Design and Management) Regulations 2015 (CONDAM), which govern health and safety through all stages of a construction project.

To ensure compliance with the Control of Asbestos Regulations 2012 it is likely that a "Demolition and Refurbishment survey" of the building to be demolished or undergoing major refurbishment will be necessary. Such a survey should be carried out in accordance with the Health and Safety Executive (HSE) guidance document HSG 264 'The survey Guide'. ISBN: 9780717663859.

Even if the only asbestos found to be present is chrysotile "white" asbestos cement sheeting there are still controls that need to be followed. There is specific guidance from the HSE on dealing with this material. All contractors, whether or not they be licensed asbestos contractors, need to follow this guidance explicitly.

The removal of asbestos at a site can cause local concern. It is therefore recommended that before works commence, appropriate notification should be given to local residents and businesses that includes information upon the project's compliance with HSE guidance and Health and Safety law. This may avoid unnecessary complaints to the HSE and the demands

upon resources of the enforcing authority and the operator own organisation from any resulting investigation.

Further information is also available from the Health and Safety Executive "Infoline" Tel: 0300 790 6787 For the guidance document HSG 264 see: www.hse.gov.uk/pubns/books/hsg264.htm

3. IK07 Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) (for info to new owners).

The proposed passenger/goods lift must comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). There is a specific requirement that no new lift may be used unless it has either a certificate of thorough examination or a certificate of conformity to the relevant EU Directive. Normal commissioning documentation IS NOT ADEQUATE. Use of a lift that does not comply with LOLER is a criminal offence. You should refer to your CDM planning supervisor to ensure compliance.

Note: Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

Positive and Proactive 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 (as amended), 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:

Anthony Hollingsworth

Director of Planning Policy and Decisions
London Legacy Development Corporation

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.qsi.gov.uk) or (Tel: 0117 372 8000).

To make an appeal online, please use 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.