

DATED 18 September 2023

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) TRANSPORT FOR LONDON

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**AGREEMENT  
RELATING TO THE SITE KNOWN AS PUDDING  
MILL LANE, QUEEN ELIZABETH OLYMPIC  
PARK, LONDON**

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Pinsent Masons

## CONTENTS

		<b>Page</b>
1	INTERPRETATION	1
2	LEGAL BASIS	1
3	CONDITIONALITY	1
3	LPA'S COVENANTS	1
4	TFL'S COVENANTS	2
5	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	2
6	JURISDICTION AND LEGAL EFFECT	2
7	EXECUTION	2

THIS AGREEMENT is made on

*18 September*

2023

**BETWEEN:-**

- (1) **London Legacy Development Corporation** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (the "LPA"); and
- (2) **Transport for London** of 5 Endeavour Square, London E20 1JN ("TfL").

**WHEREAS:-**

- (A) The London Legacy Development Corporation (acting in its capacity as the owner of the Site) (the "Owner") has given a unilateral undertaking to the LPA dated \_\_\_\_\_ pursuant to section 106 of the Town and Country Planning Act 1990 (the "Owner UU").
- (B) Pursuant to the Owner UU, the Owner covenants to comply with the terms of a draft deed appended to the Owner UU at Appendix 1 and containing planning obligations and other covenants (the "Section 106 Agreement").
- (C) Pursuant to paragraph 7 of Schedule 3 to the Section 106 Agreement the Owner is required to pay the Bus Infrastructure Contribution (as therein defined) to the LPA for the provision of two new bus stops on Marshgate Lane.
- (D) The LPA has given a unilateral undertaking to the Owner dated \_\_\_\_\_ pursuant to which it agrees to comply with the covenants on the part of the LPA contained in the Section 106 Agreement. Accordingly, following receipt of Bus Infrastructure Contribution, the LPA agrees to use the Bus Infrastructure Contribution towards the provision of bus infrastructure. The LPA has agreed to enter into this Agreement with TfL to agree the terms upon which the Bus Infrastructure Contribution will be paid to TfL.
- (E) TfL has agreed to enter into this Agreement to regulate the spending of the Bus Infrastructure Contribution.

**IT IS AGREED** as follows:-

1. **INTERPRETATION**

- 1.1 All words and phrases defined in the Section 106 Agreement shall have the same meaning in this Agreement save where the context otherwise dictates.

2. **LEGAL BASIS**

- 2.1 The LPA enters into this Agreement pursuant to section 201 of the 2011 Act and on behalf of itself and any successor in function exercising any of the powers currently vested in the LPA in relation to this Agreement.
- 2.2 TfL enters into this Agreement pursuant to section 156 of the Greater London Authority Act 1999 and on behalf of itself and any successor in function any successor in function exercising any of the powers currently vested in the LPA in relation to this Agreement.

3. **CONDITIONALITY**

- 3.1 This Agreement is conditional upon and shall not take effect until the Bus Infrastructure Contribution has been received by the LPA.

4. **LPA'S COVENANTS**

- 4.1 As soon as reasonably practicable following its receipt of the Bus Infrastructure Contribution the LPA covenants to pay the Bus Infrastructure Contribution to TfL.

5. **TFL'S COVENANTS**

5.1 Following receipt of the Bus Infrastructure Contribution from the LPA TfL covenants and undertakes with the LPA to use the monies for the provision of bus infrastructure as provided for in Schedule 3 to the Section 106 Agreement.

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

6.1 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, save in respect of successors in function.

7. **JURISDICTION AND LEGAL EFFECT**

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

7.2 The provisions of this Agreement (other than this Clause 7.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

8. **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.

**IN WITNESS** whereof the parties have executed this Deed the day and year first above written.

THE COMMON SEAL of THE LONDON )

LEGACY DEVELOPMENT CORPORATION )

was hereunto affixed in the presence of: )



*A Horisunt*

Authorised signatory

**EXECUTED AS A DEED by TRANSPORT FOR LONDON** acting by its attorney

Name: JUSTINE CULLY

Signature of Attorney

*[Handwritten signature]*

**in the presence of:**

Signature of witness

*[Handwritten signature]*

Witness name (IN BLOCK CAPITALS):

ALEX PHILLIPS

Witness address:

TFL  
197 BLACKFRIARS RD  
LONDON SE1 8NJ