

parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise;

- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Zone.

1.4.6 include a parking review plan which sets out:

- (a) a strategy for periodic review of the parking spaces;
- (b) a strategy for periodic review of blue badge parking spaces to ensure that 1 x space is provided for each employee who is a disabled motorist in line with London Plan policy.

1.4.7 include a car parking management plan which sets out:

- (a) principles for allocating car parking spaces for staff and enforcement of allocated spaces;
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.

1.5 The Developer shall implement each Approved Zonal Travel Plan during the life of the Development and shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the relevant Zonal Travel Plan and any Approved amendments thereto.

1.6 No Development shall be Occupied other than in accordance with the Approved Zonal Travel Plan (and any Approved amendments thereto) in relation to the Zone in which Occupation takes place.

## 2. TRAVEL PLAN MONITORING

2.1 In order to monitor the effectiveness of each Zonal Travel Plan the Developer shall during the relevant Initial Monitoring Period carry out the Travel Plan Monitoring.

2.2 During the Initial Monitoring Period for each Zonal Travel Plan the Developer shall prepare and submit to the LPA for Approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.

2.3 Prior to the submission of a report referred to in paragraph 2.2 the Developer shall agree the structure of that report with the LPA.

2.4 Following the expiry of the Initial Monitoring Period for each Zonal Travel Plan the Developer shall continue the Travel Plan Monitoring and either paragraph 2.5 or paragraph 2.6 of this Schedule shall apply.

2.5 If the Travel Plan Monitoring Report that is submitted to the LPA during the final year of the Initial Monitoring Period for any Zonal Travel Plan shows that the Modal Split Targets in that Zonal Travel Plan have been achieved then the Developer shall prepare a Travel Plan Monitoring Report for that Zonal Travel Plan on the third anniversary of the expiry of the relevant Initial Monitoring Period and subsequently every three years thereafter.

2.6 If the Travel Plan Monitoring Report that is submitted to the LPA during the final year of the Initial Monitoring Period for any Zonal Travel Plan shows that any of the Modal Split Targets in that Zonal Travel Plan have not been achieved then the Developer shall prepare a Travel Plan Monitoring Report for that Zonal Travel Plan in accordance with a timetable specified by the LPA **PROVIDED THAT** the LPA shall not require the

Developer to prepare a Travel Plan Monitoring Report for that Zonal Travel Plan more than once a year.

2.7 The Travel Plan Monitoring Reports that the Developer is required to prepare pursuant to either paragraphs 2.5 or 2.6 of this Schedule shall be submitted to the LPA for Approval within 42 days of the date by which they are required to be prepared.

2.8 If any Travel Plan Monitoring Report includes a revised Zonal Travel Plan for Approval by the LPA the Developer shall implement the revised Zonal Travel Plan as Approved so that it is in place and operational as soon as reasonably practicable after the LPA's Approval of the same.

### 3. MODAL SPLIT TARGETS

3.1 If any Travel Plan Monitoring Report for any Zonal Travel Plan ("**First Monitoring Report**") shows that any of the Modal Split Targets in that Zonal Travel Plan have not been achieved the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in that Zonal Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

3.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as Approved by the LPA.

3.3 If the Travel Plan Monitoring Report for the year immediately following any First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 3.1 and 3.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

## SCHEDULE 8

### PUBLIC OPEN SPACE

#### DEFINITIONS

- "PAOS Delivery Plan"** means a detailed plan for the delivery and layout of PAOS within a Zone which shall contain at least the following information:
- (a) a plan indicating the location of PAOS within that Zone which shall be in accordance with Plan 6;
  - (b) a statement of how the proposed PAOS within that Zone will contribute to the minimum requirements contained in the Conditions and how the balance will be or has been provided in other Zones;
  - (c) the specification of PAOS within that Zone;
  - (d) the location and specifications of play space;
  - (e) how play space within the relevant Zone shall meet the requirements of the Mayoral Supplementary Planning Guidance, "Shaping Neighbourhoods: Play and Informal Recreation" published in September 2012 (or equivalent replacement guidance published by the Mayor of London or any successor body to the Mayor of London which applies on the date that the PAOS Delivery Plan is Approved by the LPA); and
  - (f) the timing of the construction of the Residential Units and the delivery of the PAOS within the relevant Zone;
  - (g) in respect of the PAOS Delivery Plan for Zone 3 only, the steps the Developer has taken to satisfy the obligation in paragraph 1.3 and the progress made towards acquiring the necessary rights and interests to deliver the PAOS on the Third Party Land;
- "Permissive Paths"** means pedestrian and cycle routes across the Site (north-south, east-west) that shall be maintained and shall be freely accessible to the general public at all times and which are shown indicatively on Plan 6;
- "Permissive Paths Delivery Plan"** means a detailed plan for the delivery of the Permitted Paths within a Zone which shall contain at least the following information:
- (a) a plan identifying the precise location of the Permissive Paths within that Zone;
  - (b) the specification of the Permissive Paths

within that Zone;

- (c) the timing of the construction and opening of the Permissive Paths within the relevant Zone;
- (d) in respect of the Permissive Paths Delivery Plan for Zone 3 only, the steps the Developer has taken to satisfy the obligation in paragraph 2.3 and the progress made towards acquiring the necessary rights and interests to deliver the Permissive Paths on the Third Party Land;

**"Permitted Closures"**

means temporary closure of any Permissive Path and/or area of Publicly Accessible Open Space (or part thereof) in the following circumstances:

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (b) temporary closure where such temporary closure is required for the purposes of essential maintenance, repair, cleansing, renewal, or resurfacing works of the area of the Permissive Path and/or Publicly Accessible Open Space in question;
- (c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- (d) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

**PROVIDED THAT** save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence;

**"PP and PAOS Management Plan"**

means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Permissive Paths and Publicly Accessible Open Space (including all associated street furniture, lighting, security equipment and drainage) to be submitted to and Approved by the LPA pursuant to paragraph 4 of this Schedule;

**"Publicly Accessible Open Space" or "PAOS"**

means areas of the public open space and public realm identified on Plan 6 with yellow, orange, pink and brown shading which shall be accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping, and playspace but excludes the footprint of any Building that is not ancillary to the enjoyment of that open space;

**"Third Party Land"**

means the land shaded brown on Plan 6 which at the date of this Agreement is in the ownership of the Council.

**1. PUBLICLY ACCESSIBLE OPEN SPACE**

- 1.1 No Development in any Zone shall be Commenced until the PAOS Delivery Plan for that Zone has been submitted to and agreed in writing by the LPA.
- 1.2 Subject to paragraph 1.4 the Development shall be carried out and Occupied in accordance with the Approved PAOS Delivery Plan. Unless otherwise specified in the Approved PAOS Delivery Plan no more than 50% of the Private Residential Units within each Zone shall be Occupied until the PAOS within that Zone has been Completed in accordance with the Approved PAOS Delivery Plan and opened to the general public.
- 1.3 The Developer shall use Reasonable Endeavours to acquire the necessary rights and interests to deliver the PAOS on the Third Party Land in accordance with the timescales envisaged in the Approved PAOS Delivery Plan for Zone 3.
- 1.4 If the Approved PAOS Delivery Plan for Zone 3 concludes that it has not been possible, despite using Reasonable Endeavours, to acquire the necessary rights and interests to deliver the PAOS on the Third Party Land:
  - 1.4.1 the restriction on Occupation in paragraph 1.2 above shall not apply in respect of the Completion of such part of the PAOS as is to be located on the Third Party Land; and
  - 1.4.2 the Developer shall continue to use Reasonable Endeavours to acquire the necessary rights and interests to deliver the PAOS on the Third Party Land and upon acquisition of such rights and interests the Developer shall Complete such part of the PAOS as is to be located on the Third Party Land.

**2. PERMISSIVE PATHS**

- 2.1 No Development in any Zone shall be Commenced until the Permissive Paths Delivery Plan for that Zone has been submitted to and Approved by the LPA.
- 2.2 Subject to paragraph 2.4, the Development shall be carried out and Occupied in accordance with the Approved Permissive Paths Delivery Plan. Unless otherwise specified in the Approved Permissive Paths Delivery Plan no more than 50% of the Private Residential Units within each Zone shall be Occupied until the Permissive Paths in that Zone have been Completed in accordance with the Approved Permissive Paths Delivery Plan and opened to the general public.
- 2.3 The Developer shall use Reasonable Endeavours to acquire the necessary rights and interests to deliver the Permissive Paths on the Third Party Land in accordance with the timescales envisaged in the Approved Permissive Paths Delivery Plan for Zone 3.
- 2.4 If the Approved Permissive Paths Delivery Plan for Zone 3 concludes that it has not been possible, despite using Reasonable Endeavours, to acquire the necessary rights and interests to deliver the Permissive Paths on the Third Party Land:
  - 2.4.1 the restriction on Occupation in paragraph 2.2 above shall not apply in respect of the Completion of such part of the Permissive Paths in Zone 3 as are to be located on the Third Party Land; and
  - 2.4.2 the Developer shall continue to use Reasonable Endeavours to acquire the necessary rights and interests to deliver the Permissive Paths on the Third Party Land and upon acquisition of such rights and interests the Developer

shall Complete such part of the Permissive Paths as are to be located on the Third Party Land.

**3. PUBLIC ACCESS**

3.1 From the date of Completion of the Permissive Paths and Publicly Accessible Open Space (and each part thereof) the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Permissive Paths and Publicly Accessible Open Space at all times free of charge **SUBJECT TO:**

3.1.1 Permitted Closures; and

3.1.2 any lawful requirements of the police or any other competent authority.

3.2 Subject to paragraph 3.1 the Developer shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Permissive Paths and Publicly Accessible Open Space.

**4. MANAGEMENT AND MAINTENANCE OF PAOS AND PERMISSIVE PATHS**

4.1 No Development shall be Occupied until the PP and PAOS Management Plan has been submitted to and Approved by the LPA.

4.2 The Developer shall, at its own expense, manage and maintain the Permissive Paths and Publicly Accessible Open Space for the life of the Development in accordance with the PP and PAOS Management Plan.

## SCHEDULE 9

### ESTATE MANAGEMENT

#### DEFINITIONS

**"Common Areas"**

means:

- (a) all private roads, shared surfaces, car parks and pedestrian and/or cycle routes within the Development which have not been adopted by the local highways authority pursuant to its powers under the 1980 Act at the date that the Estate Management Strategy is submitted;
- (b) all areas within any Building which are used in common by Occupiers and users of such Buildings;

**"Estate Management Strategy"**

means a site wide estate management strategy which incorporates the key principles for the management and maintenance of the Common Areas of the Development including details of the operational structure options for the future management and maintenance of the Development; details of the proposed funding options for the future management and maintenance of the Common Areas; management and maintenance principles for the Common Areas; details for the establishment and operation of a public realm group to ensure appropriate community engagement, including details of measures to ensure liaison, consultation and co-ordination on matters of estate management between interested parties, including the Council and occupiers and residents of the Development, and includes the detailed proposals set out in paragraph 1.1;

**"PP and PAOS Management Plan"** has the meaning given to it in Schedule 8;

**"Publicly Accessible Open Space"** has the meaning given to it in Schedule 8;

**"SUDS Infrastructure"** means any sustainable urban drainage system comprised within the Development.

#### 1. SITE WIDE ESTATE MANAGEMENT STRATEGY

1.1 No Development shall be Occupied until an Estate Management Strategy has been submitted to and Approved by the LPA. The Estate Management Strategy shall set out detailed proposals for the following:

1.1.1 the management and maintenance (including funding thereof) of:

- (a) Common Areas;
- (b) Publicly Accessible Open Space; and
- (c) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority);

- 1.1.2 the establishment of an estate management body, its composition (including On Site residential occupier and On Site commercial occupier representatives) and responsibilities;
  - 1.1.3 management and co-ordination of waste collection and recycling on a site wide basis; and
  - 1.1.4 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission including but not limited to the PP and PAOS Management Plan.
  - 1.1.5 the appointment, scope and responsibilities of an estate management body representative appointed to engage with the Off Site communities, including the Fish Island Consultees.
- 1.2 No part of the Development shall be Occupied until the estate management body specified in the Approved Estate Management Strategy has been established.
- 1.3 The Development shall be Occupied, managed and maintained in accordance with the Approved Estate Management Strategy.



## SCHEDULE 10

### EMPLOYMENT AND TRAINING

#### DEFINITIONS

<b>"Affordable Workspace"</b>	means commercial units in respect of which rent is charged at not more than 75% of Historic Market Rent and in respect of which there shall be no upward rent review for the first 5 years;
<b>"Block D Studios"</b>	means the 539 square metres (GIA) of floorspace within Use Class B1 to be within Block D;
<b>"GIA"</b>	means gross internal area as defined in the RICS Code of Measuring Practice: A Guide for Property Professionals Sixth Edition;
<b>"GLA"</b>	means the Greater London Authority and its successors in function;
<b>"Historic Market Rent"</b>	means the Market Rent of the relevant unit based on comparable rents in Fish Island for the previous year;
<b>"Legacy Communities Scheme Careers Programme Group"</b>	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;
<b>"Local Labour and Business Schemes"</b>	means the following schemes:-  (a) in the LPA's Area - the Legacy Communities Scheme Careers Programme Group; and  (b) in the Council's Area – the scheme known as "Skillsmatch";
<b>"London Living Wage"</b>	means the minimum amount (£) of pay per hour that all workers in London should receive, as published from time to time by the GLA;
<b>"Market Rent"</b>	means the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation - Professional Standards (the Red Book) January 2014 as may be updated from time to time;
<b>"Shell and Core"</b>	means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry;
<b>"Workspace"</b>	means the floorspace within Use Class B1 authorised by the Planning Permission;
<b>"Workspace Strategy"</b>	means a written strategy identifying how the Workspace has been and will be designed to meet the needs of

small local companies and businesses.

**1. DELIVERY OF WORKSPACE**

1.1 Not more than 50% of Private Residential Units in any Block in which Workspace is located shall be Occupied until the minimum provision of Workspace identified in the table below has been completed to Shell and Core:

<b>Block</b>	<b>Commercial Floorspace (sqm) (GIA)</b>
C	147
D	539
G	372
H	262
M	168
O	109
P	132

1.2 Not more than 50% of Private Residential Units within Zone 1 and Zone 2 shall be Occupied until the floorspace within Use Class B1 located within the Block notified to the LPA pursuant to paragraph 2.2.1 has been completed to Shell and Core.

1.3 Not more than 50% of Private Residential Units within Zone 1 shall be Occupied until the Block D Studios have been completed to Shell and Core.

**2. AFFORDABLE WORKSPACE**

2.1 Not less than 6 units (with a minimum total floorspace of 167.6 square metres (GIA)) within the Block D Studios shall be provided as Affordable Workspace for a period 10 years from the date of the first letting.

2.2 In addition to the units provided as Affordable Workspace pursuant to paragraph 2.1 of this Schedule:

2.2.1 not less than 147 square metres (GIA) of floorspace within Use Class B1 located within Block G, Block H or such other Block within Zone 1 or Zone 2 (to be specified by the Developer acting reasonably and notified to the LPA in writing before First Occupation) shall be provided as Affordable Workspace for a period 10 years from the date of the first letting; and

2.2.2 not less than a further 5 units (with a minimum total floorspace of 183 square metres (GIA) within the Block D Studios shall be provided at Historic Market Rent for a period of 10 years from the date of the first letting.

2.3 The Developer shall from the earlier of:

2.3.1 the date of first Occupation of the Block D Studios; and

2.3.2 the date of first Occupation of the Block notified to the LPA pursuant to paragraph 2.2.1

submit annual written reports to the LPA evidencing its compliance with its obligations in paragraphs 2.1 and 2.2 including details of the financial terms of any lease arrangements entered into and how the relevant rental levels were determined, such reports to be submitted annually until the expiry of the relevant 10 year periods referred to therein.

### **3. WORKSPACE STRATEGY**

3.1 No Development shall be Commenced until the Developer has submitted and obtained the LPA's Approval to the Workspace Strategy.

3.2 The Developer shall not less than once a year from the date of Commencement until the date on which all Workspace is Completed:

3.2.1 review the effectiveness of the Workspace Strategy; and

3.2.2 submit to the LPA for Approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.

3.3 The Developer shall implement the Approved Workspace Strategy (as may be amended in accordance with paragraph 3.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

### **4. LOCAL LABOUR AND LOCAL BUSINESS**

4.1 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), use reasonable endeavours to:

4.1.1 advertise all job vacancies arising from the Development in Local Labour and Business Schemes and job centres in the Council's Area;

4.1.2 notify Local Labour and Business Schemes of all job vacancies arising from the Development;

4.1.3 ensure the recruitment of persons living in the Council's Area accounts for 20% of the construction jobs arising from the Development;

4.1.4 ensure 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;

4.1.5 pay all employees employed at the Development in construction jobs the London Living Wage;

4.1.6 inform and promote the adoption of the London Living Wage for end use jobs at the Development; and

4.1.7 provide work-based learning opportunities, including not less than 4 apprenticeship opportunities, at the Development

to the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international.

4.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall:

4.2.1 use Reasonable Endeavours to ensure that businesses based in the Council's Area benefit directly from the commercial opportunities arising from the Development;

4.2.2 use Reasonable Endeavours to ensure that the use of local suppliers and contractors accounts for 20% of the value of contracts let for the construction phase; and

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

## SCHEDULE 11

### SUSTAINABILITY

#### DEFINITIONS

- "District Energy Network"** means the Olympic Park district energy network;
- "On Site CHP Plant"** means gas boilers and a combined heat and power plant to be located On Site within a central plant room.

#### 1. DISTRICT HEATING NETWORK

- 1.1 The Developer shall:
- 1.1.1 use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the Site and thereafter connect all Buildings to the District Energy Network; and
  - 1.1.2 provide a written report to the LPA prior to the Commencement of Development outlining the steps the Developer has taken to satisfy the obligation in paragraph 1.1.1 above and the progress made towards securing the extension and connection.
- 1.2 If the report submitted pursuant to paragraph 1.1.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network the Developer shall submit to the LPA for Approval details of an On Site CHP Plant.
- 1.3 No Development shall be Commenced until either:
- 1.3.1 the report submitted pursuant to paragraph 1.1.2 confirms to the LPA's satisfaction that it will be possible to connect all Buildings to the District Energy Network; or
  - 1.3.2 the LPA has approved the details of an On Site CHP Plant pursuant to paragraph 1.2.
- 1.4 No Building shall be Occupied unless and until it is connected to either the District Heating Network or the Approved On Site CHP Plant.

#### 2. REDUCTION OF ENERGY DEMAND

- 2.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include (without limitation):
- 2.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
  - 2.1.2 the promotion of the use of energy efficient appliances; and
  - 2.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

## SCHEDULE 12

### DESIGN BRIEF

#### DEFINITIONS

- "Final Design Brief and Selection Criteria"** means the detailed design brief which shall be produced following and taking account of the local public consultation required by paragraph 1.1 of this Schedule and the consultation with QRP required by paragraph 2.1.1 of this Schedule and which shall set out the process and selection criteria for a competition to select the architect and design team for each of Block A and Block Q;
- "Initial Design Brief and Selection Criteria"** means the design brief and criteria for selection of architects which shall include the information contained at Appendix 4;
- "QRP"** means the LPA's Quality Review Panel.

#### 1. CONSULTATION ON INITIAL DESIGN BRIEF

- 1.1 Prior to the submission of any application for the approval of reserved matters for Block A or Block Q (or any parts thereof) the Developer shall undertake local public consultation on the Initial Design Brief and Selection Criteria which shall include as a minimum:
- 1.1.1 holding a workshop in close proximity to the Site to present the Initial Design Brief and Selection Criteria and to invite feedback on the same;
  - 1.1.2 publicising the time, location and purpose of the workshop by affixing site notices in visible locations proximate to the Site and by written notices to the Fish Island Consultees;
  - 1.1.3 allowing a period of not less than 28 days following the workshop for feedback on the Initial Design Brief and Selection Criteria;
  - 1.1.4 taking into consideration all feedback received during the 28 day period referred to in paragraph 1.1.3 in preparing the Final Design Brief and Selection Criteria.

#### 2. FINAL DESIGN BRIEF AND SELECTION CRITERIA

- 2.1 The Developer shall:
- 2.1.1 consult the QRP on the Final Design Brief and Selection Criteria before submitting it to the LPA for Approval; and
  - 2.1.2 submit the Final Design Brief and Selection Criteria together with a supporting statement setting out how it has responded to comments arising from the local public consultation carried out pursuant to paragraph 1 of this Schedule and comments from the QRP pursuant to paragraph 2.1.1 of this Schedule.
- 2.2 No applications for the approval of reserved matters for Block A or Block Q (or any parts thereof) shall be submitted until the Final Design Brief and Selection Criteria has been submitted to and Approved in writing by the LPA.

2.3 All applications for the approval of reserved matters for Block A and Block Q and shall be in accordance with the Approved Final Design Brief and Selection Criteria.

3. **DESIGN COMPETITION**

3.1 The Developer shall:

3.1.1 hold a competition for the selection of an architect and design team in respect of each of Block A and Block Q in accordance with the Approved Final Design Brief and Selection Criteria;

3.1.2 at the end of the competition process select an architect and design team for each of Block A and Block B in accordance with the selection criteria set out in the Approved Final Design Brief and Selection Criteria in consultation with the LPA; and

3.1.3 appoint the architect(s) and design team(s) selected pursuant to this paragraph 3.1 to design Block A and Block Q (as the case may be) and to prepare reserved matters applications in respect of the same.

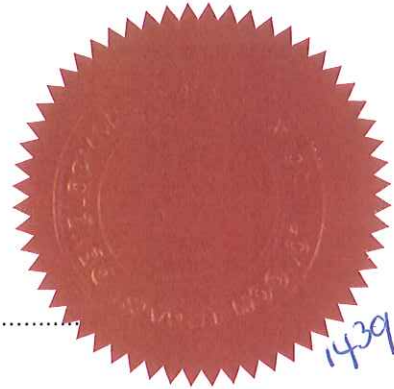
IN WITNESS whereof the parties have executed this Agreement the day and year first above written

**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 affixing the  
Common Seal of **THE MAYOR AND**  
**BURGESSES OF THE LONDON BOROUGH**  
**OF TOWER HAMLETS**

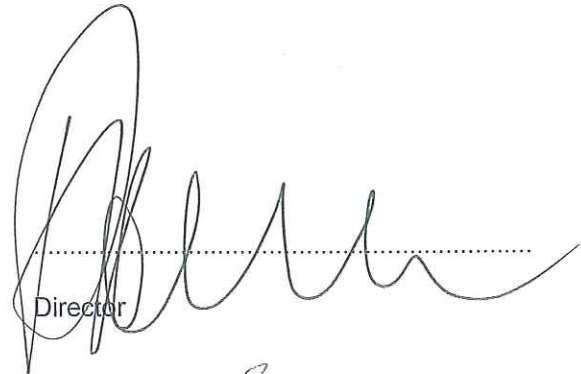
in the presence of : -



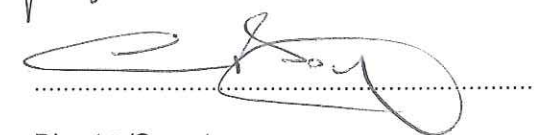
Authorised Signatory

FB/14/1494

**EXECUTED** as a deed by **NEPTUNE WHARF**  
**LTD** acting by



Director



Director/Secretary



**APPENDIX 1**  
**SCHOOL LEASE**

**Dated** \_\_\_\_\_ **20[ ]**

**(1) Neptune Wharf Ltd**

- and -

**(2) [The Mayor & Burgesses of the London Borough of Tower Hamlets][LLDC]**

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**LEASE**

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**Property:**

**Land to the North of Wyke Road**

**Term:**

**999 years**

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**Table of contents**

Clause heading and number

Page number

---

<b>1.</b>	<b>DEFINITIONS AND INTERPRETATION</b>	<b>6</b>
<b>2.</b>	<b>DEMISE RENTS AND OTHER PAYMENTS</b>	<b>12</b>
<b>3.</b>	<b>TENANT'S COVENANTS</b>	<b>13</b>
<b>4.</b>	<b>LANDLORD'S COVENANTS</b>	<b>21</b>
<b>5.</b>	<b>INSURANCE</b>	<b>22</b>
<b>6.</b>	<b>PROVISOS</b>	<b>23</b>
<b>7.</b>	<b>LANDLORD'S POWERS</b>	<b>23</b>
<b>8.</b>	<b>NEW TENANCY</b>	<b>23</b>
<b>9.</b>	<b>CONTRACTS (RIGHT OF THIRD PARTIES) ACT</b>	<b>23</b>
	<b>SIGNATURE PAGE</b>	<b>25</b>
	<b>SCHEDULE 1</b>	
	<b>RIGHTS GRANTED</b>	<b>26</b>
	<b>SCHEDULE 2</b>	<b>26</b>
	<b>RIGHTS EXCEPTED AND RESERVED</b>	

**LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE**

- LR1. Date of lease:** 20[ ]
- LR2. Title number(s):**
- LR2.1 Landlord's title number(s):**  
EGL288862
- LR2.2 Other title number(s):**  
None
- LR3. Parties to this lease:**
- Landlord:** Neptune Wharf Ltd whose registered office is at 14 Holywell Row, London EC2A 4JB (Company Registration Number: 5310591)
- Tenant:** [ ] of [ ]
- LR4. Property:** Please see the definition of "Property" in clause 1.1  
(referred to in the remainder of this lease as the "Property")
- LR5. Prescribed statements etc:** None
- LR6. Term for which the Property is leased:** The term is as follows: 999 from and including the date of this lease  
(referred to in the remainder of this lease as the "Term")
- LR7. Premium:** None
- LR8. Prohibitions or restrictions on disposing of this** This lease contains a provision that prohibits or restricts dispositions

**lease:**

**LR9. Rights of acquisition etc:**

**LR9.1** Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:

None

**LR9.2** Tenant's covenant to (or offer to) surrender this lease:

None

**LR9.3** Landlord's contractual rights to acquire this lease:

None

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:**

None

**LR11. Easements:**

**LR11.1** Easements granted by this lease for the benefit of the Property:

The easement(s) set out in Schedule 1 to this lease

**LR11.2** Easements granted or reserved by this lease over the Property for the benefit of other property

The easement(s) set out in Schedule 2 to this lease

**LR12. Estate rentcharge burdening the Property:**

None

**LR13. Application for standard form of restriction:**

None

**LR14. Declaration of trust where there is more than one person comprising the Tenant:**

Not applicable

THIS LEASE is made the

day of

20[ ]

**BETWEEN:**

- (1) **Neptune Wharf Ltd, Limited** (company registration number 5310591) whose registered office is at 14 Holywell Row, London EC2A 4JB ("the **Landlord**")
- (2) **[The Mayor & Burgesses of the London Borough of Tower Hamlets][LLDC]** of [ ] ("the **Tenant**")

**NOW IT IS HEREBY AGREED** as follows:-

**PART A: PRELIMINARY**

1. Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:

**"Amenities"** drainage water gas electricity telephone and any other services or amenities of like nature;

**"Conduits"** gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them;

**"Environment Acts"** the Environmental Protection Act 1990 the Environment Act 1995 the Water Resources Act 1991 the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term;

**"Fixtures and Fittings"** **and** all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air conditioning lighting plumbing sanitary and sprinkler systems and any other apparatus from time to time in or upon the Property;

**"Interest"** interest at the rate of 5 per cent per annum above Barclays Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the

	Landlord could reasonably borrow from time to time;
<b>"Landlord's Property"</b>	the land registered at the Land Registry under Title Number EGL288862 together with the right referred to in entry [ ] of the Property Registry of that Title Number;
<b>"Law"</b>	any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority;
<b>"Lease"</b>	this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it;
<b>"LPA"</b>	London Legacy Development Corporation Limited of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ as local planning authority or any successor body assuming the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012
<b>"Outgoings"</b>	all present and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses);
<b>"Plan"</b>	the plan annexed to this Lease;
<b>"Planning Acts"</b>	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term;
<b>"Premises Acts"</b>	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;
<b>"President"</b>	the President of the Institution of Chartered Surveyors;
<b>"Property"</b>	the whole of the Landlord's Property except for the right referred to in entry [ ] of the Property Register of Title Number EGL288862 together with, when constructed, the School;



<b>"Rent"</b>	a peppercorn;
<b>"S106 Agreement"</b>	an agreement dated 2014 made in relation to the Landlord's Property and all other lands and buildings comprised in Title Number EGL288862 as at 31 January 2014 and made between London Legacy Development Corporation (1) Neptune Wharf Ltd (2) Ulster Bank Limited (3) Ulster Bank Ireland Limited (4) The Royal Bank of Scotland Public Limited Company (5) and West Register Number 2 Limited (6) the Mayor & Burgesses of the London Borough of Tower Hamlets (7) pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling;
<b>"School Amenity Areas"</b>	means any multi-use games area and the main hall of the Property (following completion of the School Works);
<b>"School Lease Surrender Sum"</b>	shall have the same meaning as given to that phrase in the Schedule 1 of the S106 Agreement
<b>"School Works"</b>	the works to construct the building or buildings at the Property for the use permitted by this Lease
<b>"Secretary of State"</b>	the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Academy at the relevant time;
<b>"Substantially Commenced"</b>	that the construction of the superstructure has been commenced;
<b>"Term"</b>	999 years from and including the date of this lease.
<b>"Termination Date"</b>	the date of expiration or sooner determination of the Term;
<b>"the 1954 Act"</b>	the Landlord and Tenant Act 1954;
<b>"the 1995 Act"</b>	the Landlord and Tenant (Covenants) Act 1995;
<b>"VAT"</b>	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 In interpreting this Lease:-

- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise;

- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term;
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested;
- 1.2.4 the expressions "Developer" and "School" shall bear the same meanings as they do in the S106 Agreement;
- 1.2.5 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute;
- 1.2.6 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders;
- 1.2.7 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation;
- 1.2.8 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or suffer such action to be done;
- 1.2.9 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;
- 1.2.10 a reference to an act or omission of the Tenant includes an act or omission of the Tenant's employees and visitors and anyone at the Landlord's Property with the express or implied authority of any one or more of them;
- 1.2.11 a reference to the Property includes any part of it except where the word is used in Clause 3.12;
- 1.2.12 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates;
- 1.2.13 a consent of the Landlord shall be valid if it is either:
  - (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
  - (b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed; and

if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed;

- 1.2.14 any notice given to the Landlord shall not be valid unless it is in writing;
- 1.2.15 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease);
- 1.2.16 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials;
- 1.2.17 pursuant to the Perpetuities and Accumulations Act 1964 the perpetuity period applicable to this Lease is eighty (80) years from the Term Commencement Date and whenever a future interest is granted it shall vest within that period and if it does not it will be void for remoteness;
- 1.2.18 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease;
- 1.2.19 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it;
- 1.2.20 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord;
- 1.2.21 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary;
- 1.2.22 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord;
- 1.2.23 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise;
- 1.2.24 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice;

1.2.25 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect;

1.2.26 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations;

1.2.27 if any matter is referred to arbitration pursuant to this Lease:

- (a) it is to be conducted in accordance with the Arbitration Act 1996; and
- (b) the arbitrator has no power:
  - (i) to order rectification setting aside or cancellation of this Lease;
  - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount;
  - (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions;

1.2.28 if any matter in this Lease is to be determined by an arbitrator:

- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President;
- (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity; and
- (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand;

1.2.29 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-

- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits); and
- (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this

Lease is to be construed and interpreted as if such provision were deleted; and

- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result.

## 2. Demise Rents and Other Payments

2.1 The Landlord demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-

2.1.1 the Rent (if demanded);

2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord.

2.2 The Property is demised:-

2.2.1 together with the rights specified in Schedule 1;

2.2.2 subject to the rights specified in Schedule 2; and

2.2.3 subject to and with the benefit of the matters contained or referred to in the documents detailed in the Registers of Title Number EGL288862.

## 3. Tenant's Covenant

The Tenant covenants with the Landlord as follows:-

### 3.1 Rent and Payments

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease.

### 3.2 Outgoings

3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term provided always that if any Outgoings are payable in respect of the Retained Land as well as the Property without apportionment to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably;

3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges);

3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities.

### 3.3 Repair and Upkeep

At all times during the Term to keep the Property (including for the avoidance of doubt all buildings structures landscaping and other erections) clean and tidy.

### 3.4 New Buildings and S106 Agreement

3.4.1 Not to commit any act of waste;

3.4.2 To observe all of the provisions of schedule 1 to the S106 Agreement save those that schedule 1 to the S106 Agreement expressly requires to be observed and performed by the Developer;

### 3.5 Signs and Advertisements

3.5.1 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:

- (a) are required by law to be affixed or displayed; or
- (b) do not require planning permission; or
- (c) are necessary or usual for the authorised use of the Property;

3.5.2 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts.

### 3.6 Statutory Obligations

3.6.1 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them;

3.6.2 As soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person;

3.6.3 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2007 ("CDM Regulations") in relation to any works carried out at the Property, including all requirements in relation to the provision and maintenance of a health and

safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date;

3.6.4 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 8 of the CDM Regulations;

3.6.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

### 3.7 Yield Up

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed.

### 3.8 Use

3.8.1 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.8.3 shall not be a breach of this Clause;

3.8.2 Not to use the Property for any illegal or immoral purpose;

3.8.3 Without prejudice to the preceding covenants in this Clause not to use the Property during the first 99 years of the Term otherwise than for the construction and use as a school for attendance by non fee-paying pupils only or for community and recreational purposes that are ancillary to such use (such ancillary use to include (without limitation) the use of the School Amenity Areas for the benefit of the occupiers of any adjoining or nearby property and the wider local community;

### 3.9 Planning and Environmental Matters

3.9.1 So often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property;

3.9.2 To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development;

### 3.10 Notices

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property.

### 3.11 Dealings

- 3.11.1 Not to assign or transfer any part or parts of the Property save that the Tenant may assign the whole of the Property;
- 3.11.2 During the first three years of the Term not to underlet the whole or any part or parts of the Property save where such underletting is excluded from the operation of sections 24 to 28 of the Landlord and Tenant Act 1954;

### 3.12 Indemnity

- 3.12.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease Provided That the Landlord shall take reasonable steps to mitigate any liability pursuant to this Clause;
- 3.12.2 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause 3.12.1 occurring or arising.

### 3.13 VAT

- 3.13.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant;
- 3.13.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord.

### 3.14 Interest on Arrears

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within 14 days of the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to



the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate.

### 3.15 Landlord's Property

To observe and perform the matters contained or referred to in the documents referred to in the Registers of Land Registry Title Number EGL288862 (other than legal charges or debentures) so far as they are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses relating to them.

## 4. Landlord's Covenants

The Landlord covenants with the Tenant:-

### 4.1 Quiet Enjoyment

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under the Landlord.

## 5. Provisos

### 5.1 Re-Entry

Where there occurs a breach by the Tenant of Clause 3.8 of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease.

### 5.2 Landlord's Rights on Forfeiture

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach.

### 5.3 Service of Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

- 5.3.1 the final words of section 196(4) "and that service ..... be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday;
- 5.3.2 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them;
- 5.3.3 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact.

### 5.4 Governance

- 5.4.1 This Lease is governed by English law.
- 5.4.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England.

### 5.5 Agreement to Exclude Sections 24 to 28 of the 1954 Act

- 5.5.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease.
- 5.5.2 The Tenant confirms that:
  - (a) the Landlord served on the Tenant a notice (the "**Notice**") applicable to the tenancy created by this Lease on [ ] in accordance with section 38A(3)(a) of the 1954 Act; and
  - (b) the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on [ ] in accordance with the requirements of section 38A(3)(b) of the 1954 Act;

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so.

## 6. Tenant's Powers

7.1 The Tenant enters into this Lease pursuant to its powers under sections 111 120 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained.

7.2 Nothing in this Lease shall fetter the Tenant in the proper performance of its statutory functions.

7. New Tenancy

This Lease is a new tenancy for the purposes of the 1995 Act.

8. Contracts (Rights of Third Parties) Act

Save in respect of the right of the LPA to receive the School Lease Surrender Sum in clause 9.2 which shall be enforceable by the LPA, a person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9. Break Right

9.1 In the event that the School Works have not Substantially Commenced by the third anniversary of the date of this Lease ("**the Break Date**") then either the Landlord or the Tenant may terminate this Lease by serving not less than six months written notice on the other (a "**Break Notice**") and then immediately this Lease will end but without prejudice to any rights or remedies that may have accrued.

9.2 In the event that a Break Notice is served by either party, then on or before the Break Date the Landlord shall pay to the LPA the School Lease Surrender Sum in cleared funds and this obligation shall survive termination of the Lease.

**EXECUTED AS A DEED** by the parties on the date which first appears in this Lease.

**SIGNATURE PAGE**

EXECUTED (but not delivered until the date hereof) AS A DEED by Neptune Wharf Ltd acting by two directors or one director and the secretary:-

.....  
Director

.....  
Director / Secretary

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of [LBTH/LLDC] in the presence of:-

.....  
Authorised Signatory

.....  
Authorised Signatory

.....  
(Date)

## **SCHEDULE 1**

### **Rights Granted**

#### **1. Access**

Subject to contributing a fair and reasonable proportion of the cost of maintaining and repairing the surface over which such right is executed, the right for the Tenant and the Tenant's employees agents and visitors in common with the Landlord and all others from time to time so entitled to pass and repass on foot only over and along the pathway or corridor shown coloured blue on the Plan for the purpose of obtaining access to and egress from the Property but not for any other purpose whatsoever.

#### **2. The benefit of all rights benefitting the Landlord's Property**

## **SCHEDULE 2**

### **Rights Excepted and Reserved**

#### **1. Access to Property**

The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property where there is no reasonable alternative for the purposes of:-

1.1 inspecting and executing repairs additions alterations and other works to or on the Retained Land or to any Conduits within the Property; and

1.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease;

the person exercising such right causing as little damage disturbance or inconvenience as reasonably possible to the use of the Property and making good as soon as reasonably practicable to the Tenant's reasonable satisfaction any damage to the Property caused by the exercise of this right.

Unless required for reasons of health and safety and in cases of emergency all rights above to enter the OFSTED registered parts of the Property (if any) will be restricted to times when the Landlord and anyone authorised by the Landlord can be accompanied or observed by a criminal record bureau checked staff member of the Tenant.

**APPENDIX 2**  
**SCHOOL EASEMENT**

**DATED** \_\_\_\_\_ **2**

**(1) [FREEHOLD OWNER OF ACCESS ROAD]**

**(2) [LBTH][LLDC]**

---

**EASEMENT  
of land at Smeed Road**

---



**Pinsent Masons**

**CONTENTS**

<b>Clause</b>		<b>Page</b>
1	DEFINITIONS AND INTERPRETATION	1
2	GRANT OF RIGHTS	4
3	REPAIR	5
4	ALTERATIONS	5
5	COMPLIANCE WITH LAWS	5
6	TENANT'S OTHER OBLIGATIONS	5
7	LANDOWNER'S OTHER OBLIGATIONS	5
8	NOTICES	7
9	INDEMNITIES	8
10	REGISTRATION OF THIS EASEMENT	8
11	ENTIRE AGREEMENT	9
12	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	9
13	SEVERANCE	9
14	RESOLUTION OF DISPUTES	9
15	GOVERNING LAW AND JURISDICTION	11
	SCHEDULE	12
	PART 1 - LANDOWNER'S PROPERTY	12
	PART 2 - SCHOOL SITE	13
	PART 3 - RIGHTS	14
	PART 5 - ENCUMBRANCES	15
	PART 6 - WORKS OBLIGATIONS	16



THIS EASEMENT is made on

[ ]

**BETWEEN:-**

- (1) **[FREEHOLD OWNER OF ACCESS ROAD]** (No [ ] of/whose registered office is at [ ] (the "**Landowner**"); [and]
- (2) [ ] (No [ ] of/whose registered office is at [ ] (the "**Tenant**"); and
- (3) [ ] (No [ ] of/whose registered office is at [ ] (the "**Consentor**").<sup>1</sup>

**IT IS AGREED** as follows:-

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Easement unless the context requires otherwise:-

- "Authorised Personnel"** means any or all of a party's agents, employees, workmen, contractors, sub-contractors, licensees and consultants
- "Commencement Date"** Means the date of the School Lease [ ]<sup>2</sup>
- "Tenant"** means the party named as the Tenant in this Easement and includes its successors in title and assigns [in right of the School]
- "Easement Strip"** means a strip of the Landowner's Property shown edged and hatched blue on the Plan [NB: THIS WILL CORRESPOND WITH THE LAND HATCHED BLUE ON PLAN 4 OF THE S106 AGREEMENT]
- "Encumbrances"** means the restrictions, stipulations, covenants, rights, reservations, provisions and other matters affecting the Easement Strip and the Landowner's Property contained, imposed by or referred to in the documents of which brief particulars are set out in Part 5 (*Encumbrances*) of the Schedule
- "Landowner"** means the party named as the Landowner in this Easement and includes its successors in title and assigns
- "Landowner's Property"** means the land at [ ] more fully described in Part 1 (*Landowner's Property*) of the Schedule
- "Landowner's Temporary Works"** means the construction of a temporary two-way road and pavement on the Easement Strip connecting the School Site to the adopted highway to a specification agreed between the Landowner and the Tenant
- "Landowner's Works"** means the construction of a permanent two-way road and pavement on the Easement Strip connecting the

<sup>1</sup> If the Landowner has a Chargee or Tenant details will need to be inserted.

<sup>2</sup> This will be the date of completion of the easement.

	School Site to the adopted highway to an adoptable standard and otherwise to a specification agreed between the Landowner and the Tenant
<b>"Liability"</b>	means any and all costs, claims, damages, losses, liabilities and demands
<b>"Necessary Consents"</b>	means planning consent and all other consents, licences, permissions, authorisations and approvals issued under the Statutory Requirements which shall be necessary for the carrying out and completion of the relevant works
<b>"Notice"</b>	means a written notice given by or on behalf of one party to the other and served in accordance with Clause 8 ( <i>Notices</i> )
<b>"Plan"</b>	means the plan annexed to this Easement <b>[NB: PLAN TO BE BASED ON PLAN 4 OF THE S106 AGREEMENT]</b>
<b>"Prescribed Rate"</b>	means the rate of interest which is 1% above the base lending rate for the time being of The Royal Bank of Scotland plc or if that base lending rate stops being used or published then at a comparable commercial rate reasonably agreed between the Landowner and the Tenant
<b>"Rights"</b>	means the rights specified in Part 3 ( <i>Rights</i> ) of the Schedule
<b>"Schedule"</b>	means the schedule to this Easement
<b>"School"</b>	means the school erected or to be erected on the School Site together with any related infrastructure
<b>"School Lease"</b>	means any lease or leases demising the School Site to the Tenant from time to time, including any renewal of them
<b>"School Site"</b>	means the land at [REDACTED] more fully described in Part 2 ( <i>School Site</i> ) of the Schedule
<b>"Service Media"</b>	means pipes, drains, wires, sewers, watercourses, cables, conduits and other service media
<b>"Statutory Requirements"</b>	means the requirements of any of the following from time to time in force namely any Act of Parliament or instrument, rule or order made thereunder or of any regulation or bye-law of any local authority or statutory undertaker or supply authority
<b>"Term"</b>	means a term beginning on and including the Commencement Date and ending on the date of expiry or earlier termination of the School Lease
<b>"VAT"</b>	means Value Added Tax as provided for in the Value Added Tax Act 1994 and any similar or turnover tax replacing or introduced in addition to Value Added Tax
<b>"Working Day"</b>	means any day which is not a Saturday, Sunday, bank

holiday or public holiday in London

**"Works Obligations"**

means the obligation in Schedule 1 Part 6

**1.2 Interpretation**

Unless the context or an express provision of this Easement requires otherwise, in this Easement:-

- 1.2.1 words importing any gender include all other genders;
- 1.2.2 words importing the singular number only include the plural number and *vice versa*;
- 1.2.3 reference to the Landowner's Property, the Easement Strip, the School Site or the School is to the whole and any part of it;
- 1.2.4 where there are two or more persons included in the expressions "**Landowner**" or "**Tenant**" each reference to the Landowner or the Tenant includes a separate reference to each of those persons and the covenants made with or by the Landowner or Tenant are to be treated as made with or by those persons jointly and severally;
- 1.2.5 if at any time the Landowner or the Tenant is a firm or partnership:-
  - (a) the obligations under this Easement are binding jointly and severally on all persons who are or become partners of the firm at any time during the Term and their respective executors and representatives as well as on the firm and its whole stock, funds, assets and estate without the necessity of discussing them in their order; and
  - (b) these obligations remain in force even if the firm or partnership is dissolved or any changes take place in the firm or partnership whether by the assumption of a new partner or partners or by the retirement, bankruptcy or death of any individual partner or by a change in the firm name.
- 1.2.6 a person includes a corporate or unincorporated body and *vice versa*;
- 1.2.7 reference to this Easement or to any other document is to be construed as reference to this Easement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 1.2.8 reference to the parties is to be construed as reference to the parties to this Easement at that time;
- 1.2.9 reference to a Clause, Schedule or Part or paragraph of the Schedule is to the relevant Clause, Schedule or Part or paragraph of the Schedule of or to this Easement;
- 1.2.10 reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and any orders, notices, codes of practice and guidance made under it;
- 1.2.11 reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and any orders, codes of practice and guidance made under them;
- 1.2.12 any phrase introduced by the words "**including**", "**include**", "**in particular**" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- 1.2.13 except in the case of a Notice, reference to "**writing**" and "**written**" includes letter, fax and email; and

- 1.2.14 an obligation on a party not to do or omit to do something includes an obligation not to agree or suffer that thing to be done or omitted by another person.

### 1.3 **Headings**

The table of contents and the headings in this Easement are included for convenience only and are to be ignored in construing this Easement.

### 1.4 **Schedule**

The Schedule forms part of this Easement.

## 2. **GRANT OF RIGHTS**

### 2.1 **Grant**

- 2.1.1 In consideration of the payment by the Tenant to the Landowner of one pound, the Landowner with full title guarantee grants the Rights to the Tenant for the Term for the benefit of the School Site.

- 2.1.2 The Rights are granted:-

- (a) in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Landowner's Property; and
- (b) subject to the Encumbrances.

### 2.2 **[Consent**

The Consentor consents to:-

- 2.2.1 the grant of the Rights on the terms contained in this Easement; and
- 2.2.2 notice of the Rights and any restrictive covenants made in this Easement by the Landowner being registered against the Landowner or entered in the charges register of the Landowner's Property (as appropriate).]<sup>3</sup>

### 2.3 **VAT**

- 2.3.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. If the Tenant receives a valid VAT invoice together with satisfactory evidence that VAT is properly payable, the Tenant must pay VAT on all taxable supplies made to it in connection with this Easement on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 2.3.2 Every obligation on the Tenant under or in connection with this Easement to pay or refund any money or indemnify the Landowner or any other person against any liability also includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable on it.

### 2.4 **[Cost of Repair**

The Tenant must pay the Landowner, within twenty eight Working Days of written demand, a fair and reasonable proportion (according to user) of any costs payable to maintain and keep the Easement Strip to the standard required by Clause 3 (*Repair*).

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<sup>3</sup> Delete this Clause if there are no Consentors (eg Landlord's mortgagee or tenant).

3. **REPAIR**

3.1 **Maintenance of Easement Strip**

[Subject to the Tenant paying the relevant contribution in terms of Clause 2.4 (*Cost of Repair*), the Landowner must maintain and keep the Easement Strip in reasonable repair, taking into account the Tenant's use of the School Site as a School until such time as the Easement Strip becomes highway maintainable at public expense.]

3.2 **End of Term**

At the end of the Term, the Tenant must quietly and peaceably relinquish the Rights.

4. **ALTERATIONS**

4.1 The Tenant must not carry out any works on the Easement Strip or the Landowner's Property without:

4.1.1 obtaining all Necessary Consents and any other approvals required under all applicable law and any other necessary consent.

4.1.2 obtaining the Landowner's prior written consent to any such works.

4.2 Any works permitted pursuant to Clause 4.1 above shall be completed at the Tenant's sole expense (but for the avoidance of doubt this shall not apply to any works undertaken by the Tenant pursuant to Clause 7.6.4) and in accordance with the plans, specification and drawings provided to the Landowner.

4.3 In carrying out such works the Tenant must use all reasonable endeavours to minimise any disruption to the use of the Easement Strip or the Landowner's Property.

5. **COMPLIANCE WITH LAWS**

5.1 **Statutory Requirements**

5.1.1 The Tenant must comply with all Statutory Requirements relating to the Tenant's exercise of the Rights;

5.1.2 As soon as reasonably practical after receipt of any notice or other communication from a local or public authority affecting the Easement Strip the Tenant must:-

(a) send a copy of the relevant document to the Landowner; and

(b) take all steps necessary to comply with the notice or other communication.

5.1.3 If the Landowner receives any requirement, notice, requisition or order from a local or public authority which is or may become prejudicial or a hindrance to the full exercise and enjoyment of the Rights, the Landowner must promptly provide a copy to the Tenant.

6. **TENANT'S OTHER OBLIGATIONS**

The Tenant must not obstruct the Easement Strip (except as may be necessary for the proper exercise of the Rights).

7. **LANDOWNER'S OTHER OBLIGATIONS**

7.1 The Landowner covenants with the Tenant that the Tenant will have quiet enjoyment of the Rights without interruption by the Landowner or any person lawfully claiming under the Landowner.

7.2 The Landowner warrants that at the Commencement Date:-

- 7.2.1 the Landowner has a valid and marketable title to the Landowner's Property free from encumbrances and from any rights or interests in favour of any third party which are or may become prejudicial or a hindrance to the full exercise or enjoyment of the Rights; and
- 7.2.2 the Landowner's Property is not affected by any requirements, notices, requisitions or orders at the instance of any local or public authority which are or may become prejudicial or a hindrance as aforesaid.
- 7.3 The Landowner must not object to or make any claim against the Tenant in respect of the Rights except in respect of a breach of any obligation of the Tenant under this Easement.
- 7.4 The Landowner must not:-
- 7.4.1 obstruct the Easement Strip;
- 7.4.2 alter the level of the Landowner's Property from that existing at the date of this Easement in a way which makes it impossible or more difficult for the Tenant to exercise the Rights;
- 7.4.3 plant any trees or permit any trees to grow on the Easement Strip; or
- 7.4.4 other than under statutory compulsion, deal with the Landowner's Property or any other property belonging to the Landowner in any manner detrimental to the Rights.
- 7.5 The Landowner must not do anything which could interfere in any way with the Tenant's exercise of the Rights or the Tenant's ability to comply with any planning obligation or other Statutory Requirement save where required by any Statutory Requirements.
- 7.6 **Landowner's Works**
- 7.6.1 In the event of the Landowner and the Tenant failing to reach agreement on the specification for either the Landowner's Works or the Landowner's Temporary Works then either party may refer such disagreement to an expert for determination in accordance with Clause 14.
- 7.6.2 The Landowner will carry out and complete the Landowner's Works at its own cost in accordance with the Works Obligations as soon as reasonably practicable following the commencement of any development of the Landowner's Property (and if any development of the Landowner's Property has commenced at the date of this Easement then such Landlord's Works will be carried out and completed within 12 months of the date of this Easement) irrespective of whether the Landlord has already carried out and completed the Landowner's Temporary Works in accordance with this Clause.
- 7.6.3 To the extent that the Landowner's Works have not been carried out and completed in accordance with the Works Obligations at the date of a notice served in accordance with this Clause 7.6.3, then the Landowner will carry out and complete at its own cost the Landowner's Temporary Works in accordance with the Works Obligations within 12 months of receipt of a written notice from the Tenant requiring it to do so, such notice not to be valid unless the Tenant has commenced the construction of the School.
- 7.6.4 If the Landowner fails satisfactorily to comply with its obligation at Clause 7.6.3 the Tenant and its Authorised Personnel may (without prejudice to any other rights or remedies available to the Tenant) enter the Easement Strip and any other parts of the Landowner's Property as may be necessary to execute the relevant works and the cost (together with legal and surveyors' fees) will be repaid by the Landowner to the Tenant upon demand as a contractual debt.

## 7.7 **Transfer by Landowner**

If the Landowner proposes to gift, sell, transfer or otherwise dispose of or convey the Landowner's Property to a third party during the Term the Landowner must procure that:

- 7.7.1 the third party grant to the Tenant on the date of completion of that gift, sale, transfer, disposition or conveyance a deed of covenant whereby the third party and any such guarantors covenant to comply with the obligations of the Landowner in this Easement without any payment being made by the Tenant.

## 7.8 **Restriction**

- 7.8.1 The Landowner and the Tenant apply to the Chief Land Registrar for a restriction in the following terms to be entered on the Registers of Title relating to any property registered at HM Land Registry against which this Easement may be noted:-

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the Applicant or their conveyancer that the provisions of Clause [7.67] of the Easement dated [ ] between [ ] and [ ] have been complied with."*

- 7.8.2 Upon the completion of the Landowner's Works the Tenant shall execute such documents as the Landowner requires in order to remove the restriction entered pursuant to Clause 7.8.1 within 5 Working Days of such request.

## 8. **NOTICES**

### 8.1 **Delivery**

Any Notice must be:-

- 8.1.1 delivered by hand; or  
8.1.2 delivered by commercial courier; or  
8.1.3 sent by pre-paid recorded delivery post.

### 8.2 **Sufficient Service**

- 8.2.1 Any Notice to the Tenant is sufficiently served if sent:-

- (a) to its registered office if the Tenant is a body corporate; or  
(b) to his last known address in the UK if the Tenant is a person; or  
(c) to the firm and any one or more of the partners of it at the principal place of business of the firm if the Tenant is a firm.  
(d) to the School Site

- 8.2.2 Any Notice to the Landowner is sufficiently served if sent:-

- (a) to its registered office if the Landowner is a body corporate; or  
(b) to his last known address in the UK if the Landowner is a person; or  
(c) to the firm and any one or more of the partners of it at the principal place of business of the firm if the Landowner is a firm.

### **8.3 Deemed Receipt**

8.3.1 Subject to Clause 8.3.2 a Notice is deemed to have been received:-

- (a) if delivered by hand, at the time of delivery; or
- (b) if delivered by commercial courier, at the time of signature of the courier's receipt; or
- (c) if sent by recorded delivery post, 48 hours from the date of posting.

8.3.2 If deemed receipt under Clause 8.3.1 is not within business hours (meaning 9am to 5pm on a Working Day), the Notice is deemed to have been received at 9am on the next Working Day.

### **8.4 Proof of Service**

To prove service, it is sufficient to prove that the envelope containing the Notice was properly addressed and posted if sent by recorded delivery post.

## **9. INDEMNITIES**

### **9.1 Tenant's Indemnity**

The Tenant must indemnify and keep indemnified the Landowner against Liability which the Landowner incurs by reason of any wrongful act, neglect or default of the Tenant or its Authorised Personnel in connection with the exercise of the Rights. The Landowner must as soon as practical give Notice to the Tenant of any Liability. Such Liability will be capped to £10m

### **9.2 Landowner's Indemnity**

The Landowner must indemnify and keep indemnified the Tenant against Liability which the Tenant incurs by reason of any wrongful act, neglect or default of the Landowner or its Authorised Personnel. The Tenant must as soon as practical give Notice to the Landowner of any Liability.

## **10. REGISTRATION OF THIS EASEMENT**

### **10.1 Registration**

10.1.1 The Landowner consents to notice of the Rights and of any restrictive covenants made in this Easement by the Landowner being noted against the Landowner or the registered title to the Landowner's Property. Promptly following the grant of this Easement, the Tenant must apply to register this Easement at the Land Registry.

10.1.2 As soon as practical after registration of this Easement, the Tenant must provide the Landowner with evidence of registration.

### **10.2 Removal of Rights from Register**

10.2.1 Within one month after the end of the Term (and notwithstanding that the Term has ended), the Tenant must make an application to remove notice of the Rights and any restrictive covenants made in this Easement by the Landowner noted against the Landowner or the registered title to the Landowner's Property.

10.2.2 As soon as possible after the end of the Term, the Tenant must provide the Landowner with evidence of removal.



**11. ENTIRE AGREEMENT**

**11.1 Entire Agreement**

This Easement constitutes the entire agreement between the parties and supersedes any prior drafts, agreements, undertakings, understandings, representations, warranties and arrangements of any nature between the parties, whether or not in writing, in relation to the subject matter of this Easement.

**11.2 No Reliance**

Each party warrants that it has not entered into this Easement in reliance on any representation, warranty or undertaking which is not expressly stated in this Easement and any representation, warranty or undertaking implied by law or by custom is expressly excluded.

**11.3 Misrepresentation**

Each party irrevocably and unconditionally waives any right or remedy it may have to claim damages or to rescind this Easement by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to it by any person (whether party to this Easement or not) other than as expressly set out in this Easement.

**11.4 Liability for Fraud**

Nothing in this Easement operates to exclude any liability or remedy for fraud.

**11.5 Further Assurance**

Each party must, at the cost of the other party, execute such documents and do such acts and things as the other party may reasonably require for the purpose of giving to that party the full benefit of all the provisions of this Easement and must use reasonable endeavours to procure as appropriate that any necessary third party executes or does such acts and things.

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

A person who is not a party to this Easement does not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

**13. SEVERANCE**

If any provision of this Easement is or becomes illegal, invalid or unenforceable in any jurisdiction, that does not affect:-

13.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Easement; or

13.2 the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Easement.

**14. RESOLUTION OF DISPUTES**

14.1 If there shall be any dispute between the Landowner and the Tenant arising out of this Easement it may be required by either party to be determined by an independent person in accordance with this Clause 14.

14.2 Where any matter or dispute is to be referred to an independent person for determination pursuant to Clause 14.1 or any other provision of this Agreement the following provisions shall apply:-

14.2.1 if the dispute relates to the specification of either the Landowner's Works or the Landowner's Temporary Works such independent person shall be a chartered surveyor agreed upon by the Landowner and the Tenant but in default of agreement appointed at

the request of either the Landowner or the Tenant by or on behalf of the President of the Royal Institution of Chartered Surveyors and such independent person shall act as an expert and not an arbitrator;

14.2.2 if the dispute relates to any other rights and liabilities of any party to this Landowner or to any other terms or conditions of this Landowner such independent person shall be a solicitor or barrister agreed upon by the Landowner and the Tenant but in default of agreement appointed at the request of any party to the dispute by or on behalf of the President for the time being of the Law Society and such independent person will act as an arbitrator and not an expert.

14.3 Where an independent person is in accordance with this Clause 14 required to act as an expert:-

14.3.1 he will give to the Landowner and the Tenant written notice of his appointment and in such notice he will invite the Landowner and the Tenant to submit to him within 10 working days their representations on the dispute;

14.3.2 he will consider the representations of the Landowner and the Tenant but his decision will not be limited or fettered by them;

14.3.3 he will rely on his own judgment and opinion;

14.3.4 he will not be required to state any reasons for his determination;

14.3.5 he will give the Landowner and the Tenant written notice of his determination within 20 working days after his appointment or such longer or shorter period as the Landowner and the Tenant may agree in writing; and

14.3.6 his determination will be final and binding on the Landowner and the Tenant.

14.4 Where an independent person is in accordance with this Clause 14 required to act as an arbitrator:-

14.4.1 he will give to the Landowner and the Tenant written notice of his appointment;

14.4.2 the arbitration shall be conducted in accordance with the Arbitration Act 1996; and

14.4.3 he will give written notice of his determination to the Landowner and the Tenant within 2 months after his appointment or such longer or shorter period as the Landowner and the Tenant may agree in writing.

14.5 If an independent person as referred to in this Clause 14 is appointed and:-

14.5.1 he does not give notice of his determination within the time and in the manner referred to above; or

14.5.2 he relinquishes his appointment or dies; or

14.5.3 for any reason it becomes apparent that he will be unable to complete his duties under the provisions of this Clause 14

either the Landowner or the Tenant may apply for the appointment of a new independent person (and the provisions of this Clause 14 will operate in relation to that appointment) and this procedure may be repeated as many times as may be necessary.

14.6 The fees and disbursements of any independent person appointed pursuant to this Clause 14 shall be borne by the Landowner and the Tenant in such shares and such manner as the independent person shall determine and in default of determination shall be borne by the Landowner and the Tenant in equal shares.

14.7 If the Landowner shall pay the whole or any part of the fees and disbursements of any independent person appointed pursuant to this Clause 14 the Tenant shall upon demand repay to the

Landowner the whole or any part of them which the Landowner shall have paid insofar as the independent person awards such fees and disbursements against the Tenant and similarly if the Tenant shall pay the whole or any part of the fees and disbursements of the independent person the Landowner shall upon demand repay to the Tenant the whole or any part of them which the Tenant shall have paid insofar as the independent person awards such fees and disbursements against the Landowner.

15. **GOVERNING LAW AND JURISDICTION**

15.1 **Governing Law**

This Easement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and will be construed in accordance with the law of England and Wales.

15.2 **Jurisdiction**

Each party irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim that arises out of or in connection with this Easement, its subject matter or formation (including non-contractual disputes or claims).

**EXECUTED AS A DEED** by the parties on the date which first appears in this Easement.

**SCHEDULE**

**PART 1**

**LANDOWNER'S PROPERTY**

The land at [ ] shown edged [ ] on the Plan [NB: THIS WILL ONLY INCLUDE THE PHASE WITHIN WHICH BLOCK N (AS SUCH BLOCK IS IDENTIFIED ON PLAN 3 OF THE S106 AGREEMENT) IS TO BE CONSTRUCTED]

**PART 2**

**SCHOOL SITE**

The land at [REDACTED] shown edged [REDACTED] on the Plan. **[NB: THIS WILL CORRESPOND WITH THE LAND EDGED GREEN ON PLAN 4 OF THE S106 AGREEMENT]**

### **PART 3**

#### **RIGHTS**

The right for the Tenant and all those authorised by it including the Tenant's Authorised Personnel:-

1. to pass with or without vehicles, plant, machinery and equipment over the Easement Strip to gain access to and egress from the School Site for all purposes connected with the School;
2. of support from the Landowner's Property for the Easement Strip;
3. Subject to the proviso to this paragraph, at all reasonable times after giving to the Landowner previous notice in writing except in the case of emergency to enter upon the Easement Strip with or without workmen and any necessary materials, plant, machinery, equipment and apparatus for the purpose of:-
  - 3.1 inspecting, cleaning, repairing, maintaining and renewing any Service Media located within the Easement Strip that serve the School Site;
  - 3.2 making connections from any Service Media located within the Easement Strip that serve the School Site to the Service Media which are now or may be laid in, on, under, or over the School Site; and
  - 3.3 installing new Service Media in, on, under, or over the Easement Strip to serve the School Site,

Provided that the person exercising such rights causes as little damage and inconvenience as is consistent with the proper and reasonable exercise of such rights and makes good all damage caused to the Easement Strip.

4. To the free and uninterrupted passage and running of water, soil, gas, electricity and other services through any Service Media located within the Easement Strip that serve the School Site Subject to the Transferee or the Transferee's Successors not causing any damage to them.

**PART 5**

**ENCUMBRANCES**

1. The entries in the property register [and charges register] [and [entry] [entries] [ ] [of the] charges register] of Title Number [ ] .

## PART 6

### WORKS OBLIGATIONS

1. The Landowner shall at its own expense procure that the relevant works are carried out and completed:-
  - 1.1 in a good and workmanlike manner;
  - 1.2 using only suitable good quality materials; and
  - 1.3 in accordance with:-
    - 1.3.1 all Necessary Consents and Statutory Requirements relating to the relevant works; and
    - 1.3.2 all relevant British and European standards and codes of practice from time to time in force which affect the Landowner's Works unless otherwise agreed.
  - 1.4 In relation to the relevant works the Landowner shall at its own expense procure that:-
    - 1.4.1 there are obtained as soon as reasonably practicable all Necessary Consents insofar as they have not already been obtained and that there are given all notices required to be given under any Statutory Requirements or Necessary Consents and that upon request copies are provided to the Tenant;
    - 1.4.2 there are not specified for use in the relevant works any products or materials which at the time of specification:-
      - (a) do not conform with British and European standards and codes of practice; or
      - (b) are generally known within the construction industry to be deleterious, in the particular circumstances in which they are specified for use, to health and safety and/or the durability of the relevant works; and



[EXECUTION CLAUSES TO BE ADDED]

**APPENDIX 3**  
**RENTS AND NOMINATIONS AGREEMENT**



NOW THIS AGREEMENT WITNESSETH as follows:

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

<p><b>“Affordable Housing”</b></p>	<p>means housing including Social Rented Housing, Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision.</p>
<p><b>“Affordable Housing Units”</b></p>	<p>means 11 units of Affordable Rented Housing to be made available for Affordable Housing on the Land in accordance with the housing tenure and mix shown illustrated in the table at Appendix 3 to this Deed</p>
<p><b>“Voluntary Additional Affordable Housing Units or “VAAHU”</b></p>	<p>Means residential units currently identified as Market Sale Housing which will be converted to Affordable Units in addition to the units detailed in the S106 agreement.</p>
<p><b>“Viability Reappraisal Additional Affordable Housing Units” or “VRAAHU”</b></p>	<p>Means residential units to be provided as Affordable Units in the later phases of the scheme as a result of the viability assessment to be carried out as detailed in Schedule 4 of the Planning Obligation Agreement.</p>
<p><b>“Affordable Rented Housing”</b></p>	<p>rented housing provided by a RP or AAHP, that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents.</p>
<p><b>“Affordable Rent Units”</b></p>	<p>means 11 units to be made available for Affordable Rented Housing on the Land as identified in the table at Appendix Three to this Deed and any VAAHUs and VRAAHUs that are made available for Affordable Rented Housing.</p>
<p><b>“Agent”</b></p>	<p>means a Local HomeBuy service introduced by the Mayor of London to provide a one-stop-shop for low cost housing products funded through the GLA.</p>
<p><b>“Alternative Affordable Housing Provider” or “AAHP”</b></p>	<p>means a house builder, housing contractor provider or funder of Affordable Housing who is not an RP but is approved by the Council to manage Affordable Housing and who is able to demonstrate accreditation under the HCA “Housing Management Accreditation Scheme” (March 2006) and “Affordable Home Ownership Housing Management Accreditation Scheme” (July 2007), (or such other new editions as</p>

	may be published from time to time) such approval not to be unreasonably withheld or delayed.
<b>“Common Housing Register” and “Choice Based Lettings”</b>	means a single housing list and lettings system shared by the Council in common with its RP partners giving access to available homes of the Council and its RP partners to persons in housing priority need.
<b>“Dispose”</b>	means to sell, let or otherwise part with possession (“dispose”) and “Disposal” and “Disposed” shall be construed accordingly.
<b>“Estate Charges”</b>	means such charges as are payable by the Owner for the provision of services to the Affordable Rented Units including any annual increases in such charges.
<b>“ Greater London Authority” or “GLA”</b>	means the housing and regeneration agency with responsibility for providing funding for Affordable Housing in the Greater London area succeeding the HCA in that function pursuant to the Localism Act 2011 or any successor body having such functions.
<b>“Homes and Communities Agency” or “HCA”</b>	Means the organisation empowered to regulate RPs under the Housing and Regeneration Act 2008 or any successor body having such functions.
<b>“Intermediate Housing”</b>	means submarket housing which is above target rents but below open market levels and which housing includes schemes such as Shared Ownership housing or shared equity housing, Intermediate Rent, Rent to Buy and Key Worker housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan 2011.
<b>“Intermediate Housing Units”</b>	means [x] units to be made available for Intermediate Housing on the Land as identified in the table at Appendix Three to this Deed.
<b>“Land”</b>	means that part of the Land at Neptune Wharf, Fish Island as defined in the Planning Obligation Agreement upon which the Affordable Housing Units are to be provided.
<b>“National Rent Regime”</b>	means the regime under which the social rents of tenants of social housing are set, with particular reference to the Guide to Social Rent Reforms (March 2001) and the Rent Influencing Regime Guidance (October 2001).
<b>“Nominations Procedure”</b>	means the Council’s standard procedure set out in this Agreement to make nominations to Registered Providers or AAHPs in relation to Affordable Housing units on the Land as set out in clauses 3 and 4 such standard procedure being modified to include a means test on affordability as may be specified and/or amended by the Council from time to time PROVIDED THAT the Council shall not vary amend or add to the Nominations Procedure without the agreement of the

	Owner to any such change such agreement not to be unreasonably withheld or delayed.
<b>"Perpetuity Period"</b>	means a minimum term of One Hundred and Twenty Five years from the date of Practical Completion of the First Affordable Housing Unit.
<b>"Planning Obligation Agreement"</b>	means the Planning Obligation Agreement entered into pursuant to the Planning Permission.
<b>"Planning Permission"</b>	means planning permission ref: PA/ / as modified or varied from time to time.
<b>"Practical Completion"</b>	means the date that the certificate of practical completion is issued in respect of the Affordable Housing Units.
<b>"Retail Price Index"</b>	means the United Kingdom General Index of Retail Prices (all Items) or if such index is no longer published or if the basis of calendar is changed such other published index of retail prices or the value of money as the Owner with the consent of the Council (which shall not be unreasonably withheld or delayed) shall decide.
<b>"Registered Provider" or "RP"</b>	means a provider of Affordable Housing registered as such by the HCA under section 111 of the Housing and Regeneration Act 2008 and approved by the Council such approval not to be unreasonably withheld or delayed.
<b>"Shared Ownership"</b>	means a form of Affordable Housing provided by an RP or AAHP in which the occupier owns a share of the property and the remainder of the property is owned by the RP or AAHP on which the occupier may pay a rent and is entitled to purchase further shares up to 100% and which meets the affordability criteria referred to in the supporting text of Policy 3.10 of the London Plan 2011.
<b>"Social Rented Housing"</b>	Means rented housing owned and managed by local authorities, RP's or an AAHP, for which guideline target rents are determined through the National Rent Regime.
<b>"Social Rented Unit/s"</b>	means [x] Affordable Housing Units to be made available for Social Rented Housing on the Land.
<b>"Substitute Nomination"</b>	means the written notification served on the Council by the Owner advising of the immediate availability of a substitute Social Rented Unit.

## 2. GOVERNING LEGAL PROVISIONS

2.1 This Agreement is entered into pursuant to:

- (a) Section 16 of the Greater London Council (General Powers) Act 1974; and
- (b) Section 33 of the Local Government (Miscellaneous Provisions) Act 1982; and

- (c) All other powers enabling in that behalf.
- 2.2 Any reference to a statute in this Agreement includes any statutory extension modification amendment or re-enactment thereof and also includes rules instruments regulations or orders made under it.
- 2.3 This Agreement shall bind the Owner and its successors in title for the Perpetuity Period.
- 2.4 The Owner covenants and undertakes to the Council:
  - a) that the mix of Voluntary Additional Affordable Housing units and VAAHUs and VRAAHUs will be discussed with the Council at the time of any application for grant and that reasonable efforts will be made where possible that the mix of sizes and tenures for these units complies with the Council's policy requirements
  - b) that the location of the VAAHUs and VRAAHUs within the scheme will be discussed with the Council
  - c) that the rent levels for the VRAAHUs will be discussed with the Council, taking account of the Council's policies on Affordable Rents which are intended to be affordable to local residents on average incomes.

PROVIDED ALWAYS THAT the Council acknowledges that the Owner has already designed the development to be constructed on the land and therefore acknowledges that the Owner will have limited flexibility in relation to the size and location of the VAAHUs and VRAAHUs.

### **3. RENTAL NOMINATIONS PROCEDURE**

The Owner covenants and undertakes to the Council in relation to the Affordable Rented Units that for the Perpetuity Period the Owner will:

- 3.1 Use the Affordable Rented Units for housing
  - (A) residents of the London Borough of Tower Hamlets; or
  - (B) people who are on the Council's Common Housing Register but not necessarily resident in the London Borough of Tower Hamlets who are in Affordable Housing need on periodical tenancies and for no other purpose without the prior written approval of the Council such approval not to be unreasonably withheld or delayed.
- 3.2 Sign up to participate and comply with the terms of the Council's Common Housing Register and Choice Based Lettings procedure as defined by the Council from time to time, PROVIDED THAT if the Council's Common Housing Register and Choice Based Lettings procedure is no longer in operation the Owner will comply with the remainder of this clause 3.

- 3.3 Apply to the Council for nominations to the tenancies of 100% of initial lettings of the Affordable Rented Units under the Nominations Procedure a minimum of two months before the Affordable Rented Units first becoming available for first letting.
- 3.4 apply to the Council for a nomination to every tenancy using the Nomination Procedure on every occasion when an Affordable Rented Unit reverts to the Owner and is available for letting.
- 3.5 Accept the nominee of the Council as tenant in accordance with the Nominations Procedure on each occasion under Clauses 3.3 and 3.4 above and the Owner will in case of rejection by any nominee of the Council re-offer the right to nominate to the Council under the Nominations Procedure.
- 3.6 If there has been insufficient referrals or insufficient take up so that there are a number of Affordable Rented Units still available, then the above procedure will be repeated PROVIDED THAT if:
- 3.6.1 by two weeks prior to Practical Completion of the Affordable Rented Units there are a number of Affordable Rented Units that remain unlet; or
- 3.6.2 on a subsequent letting in the event that an Affordable Rented Unit remains un-let after a period of four weeks from the receipt of the Owner's second request for nominations to that unit.

then the Owner shall be entitled to offer any such Affordable Rented Unit to people in housing need who have not been referred by the Council or the Agent PROVIDED THAT for the avoidance of doubt the procedure in this clause 3 shall apply on every subsequent letting

- 3.7 Nothing in this Agreement shall require the Owner to accept any nominee who does not fall within:
- (a) the Owner's objects; or
  - (b) the Owner's policy on allocations or referrals; or
  - (c) any reasonable criteria from time to time established by the Owner which should be satisfied by any tenant seeking a tenancy from the Owner.
- 3.7 Subject to clause 9 below and any changes in legislation the Owner will not Dispose of the Affordable Rented Units unless the procedure set out in Clause 4 below is invoked.

#### **4. SUBSTITUTE AFFORDABLE RENTED UNITS**

- 4.1 The Owner must notify the Council of its wish to make a Substitute Nomination at least 28 days before completion of its Disposal of the Affordable Rented Unit.
- 4.2 The substitute Affordable Rented Unit shall be:



- (a) of a size equal to or larger than the Affordable Rented Unit proposed to be disposed of when measured by reference to size and number of habitable rooms; and
  - (b) within the boundaries of the (i) firstly the LLDC's administrative area (ii) secondly the London Borough of Tower Hamlets' administrative area which is outside of the LLDC's administrative area; and
  - (c) in tenantable repair and condition; and
  - (d) not subject to any other nomination right owed to the Council; and
  - (e) not subject to any restriction on nomination by reference to the type of tenant who may be nominated (requirements that it be used for persons in necessitous circumstances or other income restrictions of a like kind excepted); and
  - (f) available for letting on the terms set out in Clause 5 hereof for the remainder of the period until the expiry of this Agreement; and
  - (g) similar in its provision of such amenities as pertain to the Affordable Rented Unit proposed to be Disposed of.
- 4.3 The Owner shall before the Disposal of the Affordable Rented Unit for which the Substitute Nomination has been made execute and deliver to the Council documents containing covenants (to be in a form reasonably satisfactory to the Council) similar and relevant in all respects to the terms of this Agreement and binding the Substitute Nomination unit to be held under this Agreement (including the obligation to provide the Substitute Nomination unit for the Perpetuity Period).
- 4.4 If the Council objects in writing within 14 days of receipt of the Substitute Nomination that in its opinion any of the criteria set out in Clause 4.2 are not satisfied, then the Disposal of the Affordable Rented Unit shall not take place until either the Council withdraws its objection or the matter has been determined by a third party agreed between the parties or if not agreed within 14 days then appointed by the President for the time being of the Chartered Institute of Housing.
- 4.5 The third party referred to in Clause 4.4 shall act as an expert and shall be obliged to consider representations from both sides except that if either party has not made representations within 14 days of a request in writing by the third party he may proceed without considering such representations AND the third party shall be entitled to rely on his own experience and on whatever other evidence he chooses and shall produce a reasoned report stating whether in his view the criteria are met in full or are not met in full and his decision shall be binding on both parties and he may award costs as he sees fit (but if no such decision as to costs is made, then his costs shall be borne equally by the parties).
- 4.6 In the event that the Council does not object within 14 days or the third party accepts that the criteria are met, the Substitute Nomination shall proceed.
- 4.7 In the event that the Owner agrees with the objection or the third party decides that any of the criteria set out in Clause 4.2 are not met then the Owner may at its own option:
- 4.7.1 abandon the Disposal of the Affordable Rented Unit; or
  - 4.7.2 notify the Council of another Substitute Nomination.

4.8 It is hereby agreed that on delivery of the Substitute Nomination documents referred to in Clause 4.3 hereof, the Affordable Rented Unit referred to therein shall thenceforth be freed from the covenants and undertakings contained in Clause 3 of this Agreement and this Agreement shall thereafter be construed as though the Substitute Nomination was an Affordable Rented Unit within this Agreement for all purposes AND in addition to the provisions of Clause 10 hereof a memorandum to that effect shall be endorsed on this Agreement.

## 5. RENT LEVELS

The Owner hereby undertakes and covenants in relation to the Affordable Rented Units that for the Perpetuity Period:

5.1 The rent (inclusive of service charge) on first letting of the Affordable Rented Units shall not exceed the amounts set out in the table in Appendix 3 as modified by clause 5.1.1

5.1.1 The rents for first lettings shall be subject to an annual percentage rent increase of RPI + 0.5% or such other rate of annual increase as shall be published by the HCA under their Rent Standard guidance, including any rate published by the HCA pursuant to the consultation entitled "The Regulatory Framework for Social Housing in England from April 2012 Annex A: Rent Standard Guidance" (calculated from the date of this Agreement) on top of the amounts set out in the table in Appendix 3 to this Agreement PROVIDED THAT the Owner shall obtain the written agreement of the Council as to the amounts of the weekly rents and the Council shall act reasonably when agreeing any proposed revision to these weekly rents.

any proposed revision to these

5.1.2 Procure that the rents (inclusive of service charge) on subsequent lettings and tenancy renewals of the Affordable Rented Units (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the amounts set out in the table in Appendix 3 to this agreement above and which rents shall be subject to the HCA's permitted maximum annual rent increase of RPI +0.5% pa (calculated from the date of first letting of the Affordable Rented Units) or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA pursuant to the consultation entitled "The Regulatory Framework for Social Housing in England from April 2012 Annex A: Rent Standard Guidance PROVIDED THAT if such weekly rents on subsequent letting and tenancy renewals are proposed to exceed the amounts set out in the table at Appendix 3 to this Agreement the Owner shall obtain the written agreement of the Council as to the amounts of the weekly rents and the Council shall act reasonably when agreeing the revised weekly rents.

5.2 The rent levels:

- 5.2.1 will not be altered except as set out below or following a review which is to be implemented in April of each year by the Owner ("the Annual Review") starting from the 1st April in the year after Practical Completion of the construction of the Affordable Rented Units is achieved by no more than the maximum amount as the HCA shall permit from time to time; and
- 5.2.2 shall not include the Estate Charges which the Owner shall apportion between and charge to the Affordable Rented Units and the other units at the Land in its normal manner.
- 5.3 The Owner will comply with this clause 5 for the length of the tenancy under which they hold the Affordable Rented Units in respect of each of the Affordable Rented Units unless one or more of the events set out in Appendix 2 hereto shall occur in respect of any Affordable Rented Unit upon which event that Affordable Rented unit shall be released from the undertakings and covenants hereby given.
- 5.4 In the event that the Owner may carry out improvements to one or more of the Affordable Rented Units or increases or decreases services to any of the Affordable Rented Units, the cost of providing these improvements and/or of providing or not providing such services shall be agreed between the parties hereto upon a notice to allow a rent change being served by the Owner and, in default of agreement within 14 days of receipt thereof, either the Council or the Owner may immediately after the expiry of that period refer the matter to an arbitrator ("the Arbitrator") to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors (or in his absence a vice-president thereof) whose decision shall be final and binding on the parties (save in the case of manifest error) and his costs shall be payable by the parties in such proportions as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 5.5 The Owner or the Council may serve a notice to allow a rent change at any time after a qualifying event (as set out in Appendix 1 hereto) has been proposed or implemented by service of the notice on the other party, which notice must be in writing and state that it seeks to vary the rent of a Affordable Rented Unit and it must identify the relevant Affordable Rented Unit and the proposed change and be signed by a senior finance officer of the Owner.
- 5.6 On service of the notice to allow a rent change, the Owner shall provide reasonable access to its relevant financial records to the Council and its officers or agents and for the avoidance of doubt all invoices, estimates internal memos and books of account shall be included in the term "financial records" and the Council shall be entitled to examine these records and take photocopies of any documents it reasonably requires to photocopy SAVE THAT the Council unless such documents are otherwise in the public domain shall treat such documents and any information derived from them and any copies confidential and shall not disclose such information copies or documents to any other person.

## 6. INTERMEDIATE HOUSING REFERRALS

In relation to the Intermediate Housing Units, the Owner covenants with the Council for the Perpetuity Period:

- 6.1 Not to permit the Intermediate Housing Units to be used other than for Shared Ownership purposes only unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) not less than six months prior to Practical Completion of the Intermediate Housing Units.
- 6.2 Not to Dispose of the Intermediate Housing Units unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) other than by way of a Lease which includes provision:
  - (a) for the annual review of rent; and
  - (b) permits the tenant to acquire 100% of the equity in the unit

PROVIDED THAT the annual rent excluding Estate Charges in the Lease (if any) shall equate to not more than 3% of the value of the retained equity or such other greater figure as may from time to time specified by the HCA and in this context the value of the unit shall be determined upon the assumption that the unit may be let or sold in the open market free of any restriction or condition limiting the use of the unit to Affordable Housing.

- 6.3 In the event that the Council requires the value of the retained equity (as referred to in clause 6.2 above) to be agreed the Parties shall use all reasonable endeavours to agree to such value but in the event of default of agreement it shall be determined by an independent surveyor having at least five years' experience in the valuation of housing within the London area and to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy.
- 6.3 Within 6 months prior to the anticipated date of Practical Completion of the Intermediate Housing Units to give notice to the Council and the Agent of the proposed date of Practical Completion of the Intermediate Housing units and to ensure that details of the Intermediate Units are registered on the Agent's website.
- 6.4 To ensure that all applicants being considered for an offer of an Intermediate Housing Unit, whether contacted through the Agent or through other sources, meet the income eligibility criteria as stated in the supporting text of policy 3.10 of the London Plan 2011.
- 6.5 To ensure that offers are made strictly in accordance with the Council's Priorities as set out in clause 6.7 of this Agreement.
- 6.6 The Council's Priorities in order of priority are as follows:

1. Public Sector Tenants being those tenants living in accommodation owned by the Council or a RP or AAHP in Tower Hamlets and wholly releasing accommodation to which the Council has nomination rights.
2. Leaseholders in blocks being decanted in anticipation of demolition who have a right to be re-housed by the Council.
3. People registered on the Council's Common Housing Register or waiting list.
4. Other Council residents who may not release Council accommodation when they move.
5. Others living in Tower Hamlets in rented accommodation or living with family or friends who do not appear on the Council's Common Housing Register.
6. People with strong connections by family ties within the Borough.
7. People who have permanent employment in the Borough.

6.7 The Owner shall notify the Council in writing of the offers and allocations which have been made, including whether applicants were found through the Agent.

6.8 If there has been insufficient referrals or insufficient take up so that there are a number of Intermediate Housing Units still available, then the above procedure will be repeated Provided that if by three months prior to Practical Completion of the Intermediate Housing Units there are a number of properties that remain unsold or unlet then the Owner may offer any remaining Intermediate Housing Units to people who have not been referred by the Council or the Agent .

## 7. ESTATE CHARGES

The Owner will use reasonable endeavours (to the extent within its control) to ensure that any Estate Charges for the Affordable Rented Units are fair and reasonable and shall comply with such HCA and/or statutory guidelines as may pertain from time to time in relation to the services provided by the landlord of the Land.

## 8. RECYCLING OF CAPITAL RECEIPTS

8.1 In relation to the Affordable Rented Units, and subject to any requirements of the HCA, if the matters referred to in Appendix 2 hereto occur, then any Disposal proceeds or insurance payments relating to rebuilding costs received by the Owner in relation to the Affordable Rented Unit to which the specified event occurs being (a) payment of the value of the Affordable Rented Unit in the case of compulsory purchase; or (b) payment by an insurance company of the reinstatement value in the case of the destruction of a Affordable Rented Unit ; received by the Owner or (c) the value on any disposal (but in each such case excluding (1) any sum due in respect of any charge or other loan on the Affordable Rented Unit; or (2) the cost of demolition and clearance of any site so far as this is not covered under the terms of the insurance; or (3) any public subsidy given by the GLA or any other local, national or public authority and allocated to the relevant Affordable Rented Unit ("Public Subsidy") which is required to be repaid or otherwise recycled), shall be used by the

Owner to provide new Affordable Housing in the London Borough of Tower Hamlets and the Owner shall use all reasonable endeavours to provide new Affordable Housing within four years of the date of the receipt by the Owner unless otherwise agreed in writing with the Council which agreement will not be unreasonably withheld or delayed.

- 8.2 The Owner covenants that the staircasing receipts received by the Owner (net of an amount equal to the Owner's valuation of the Shared Ownership Unit at practical completion and any Public Subsidy attached to such Shared Ownership which must be repaid or recycled) in relation to each Shared Ownership Unit together with all interest thereon shall (subject to any HCA regulation and requirements current at the time) be recycled and be used for the provision of further Affordable Housing within the London Borough of Tower Hamlets if development or acquisition opportunities become available and the HCA or its nominee informs the Owner of these opportunities in writing within 4 years of the date of receipt by the Owner unless otherwise agreed in writing with the Council which agreement will not be unreasonably withheld or delayed.
- 8.3 If the Owner is required to dispose of a Affordable Rented Unit pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993, or pursuant to a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right then any capital receipts shall (subject to any HCA regulation and requirements current at the time) be recycled and be used for the provision of further Affordable Housing within the London Borough of Tower Hamlets if development or acquisition opportunities become available and the HCA or its nominee informs the Owner of these opportunities in writing within 4 years of the date of receipt by the Owner unless otherwise agreed in writing with the Council which agreement will not be unreasonably withheld or delayed.

## **9. EXEMPTIONS**

It is hereby agreed by the Council and the Owner that the terms of this Agreement shall:

- 9.1 Not bind any mortgagee or chargee of the Owner or any receiver (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by such mortgagee or chargee of the Owner or their successors in title ("the Mortgagee").
- 9.2 Cease to apply to any part or parts of the Land which are transferred or leased by the Mortgagee .
- 9.3 Cease to apply to any completed residential units where the Owner shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right applicable.
- 9.4 Cease to apply to any completed residential units where the Owner sells to a tenant pursuant to a voluntary grant scheme under Section 21 of the Housing Act 1996 or any amendment or replacement thereof.

- 9.5 Clauses 3.1 to 3.7 shall cease to apply to any Affordable Rented Unit funded by the GLA for which rights to nominate tenants are allocated to another borough under the GLA's funding conditions PROVIDED THAT if these conditions are removed at any time, the nomination rights will revert to the Council.
- 9.6 Cease to apply to any completed residential units where the leaseholder of a Shared Ownership Unit has final staircased and the Owner retains no equity in that completed residential unit.

## **10. NOTICES**

Any notices or demand required by this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

## **11. GENERAL COVENANTS AND UNDERTAKINGS**

The Owner covenants and undertakes to the Council that:

- 11.1 the Owner will use reasonable endeavours to ensure that:
- (a) the tenants of the Affordable Rented Units do not (save where such action is permitted by law and the HCA's Tenants Charter) at any time part with possession of, sublet or assign an Affordable Rented Unit (or any part of an Affordable Rented Unit); and
  - (b) no tenant of an Affordable Rented Unit remains a tenant of the Owner if the tenant is found to have fraudulently given information to either the Council or the Owner in order to become a tenant of an Affordable Rented Unit which has a substantial influence on the decision to grant a tenancy of an Affordable Rented Unit to that person.
- 11.2 All units are categorised in accordance with London Borough of Tower Hamlets Accessible Housing Register prior to letting.
- 11.3 At least 10% of Affordable Housing Units are to be wheelchair accessible or capable of being adapted for wheel chair use.
- 11.4 All Affordable Housing Units designated wheelchair accessible are marketed a minimum of six months prior to Practical Completion to enable the needs of incoming tenants to be taken into account as far as possible during the fit-out of the unit.
- 11.5 The Owner will on the date hereof pay the Council's reasonable and proper costs in respect of this Agreement in the sum of Pounds (£ ).

## **12. MISCELLANEOUS**

The Council and the Owner hereby agree that:

- 12.1 If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected or impaired.
- 12.2 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 12.3 The consent or approval of the purchaser tenant and/or occupier of any Affordable Housing Unit and/or their mortgagees shall not be required in respect of any agreed variation adjustment or supplement to this Agreement.
- 12.4 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each of the Parties hereby submits to the exclusive jurisdiction of the English Courts.

### **13. DISPUTE RESOLUTION**

In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement:

- (a) Such dispute or difference shall be referred to some independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares;
- (b) In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub clause (a) of this Clause 13 or as to the appropriate professional body within fourteen days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to sub-clause (a) of this Clause 13 hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

### **14. LOCAL LAND CHARGE**



This Agreement shall be registered by the Council as a local land charge in the Register of Local Land Charges maintained by the Council.

AS WITNESS hereto the parties hereto have each executed this Agreement the day and year first before written

#### **APPENDIX 1**

##### **QUALIFYING EVENTS LEADING TO AN ADJUSTMENT OF THE RENT**

**Subject always to the provisions of:**

1. In the case of major capital works carried out to the Affordable Rented Units, the Owner may apply to the Council for approval by the Council of an appropriate increase in rent, such written approval by the Council not to be unreasonably withheld or delayed.
2. In the case of the imposition, abolition, decrease or increase in respect of an Affordable Rented Unit of Council Tax, Residential Rates, Value Added Tax on rents or any other type of property taxation or taxation payable in respect of property rights payable by the Owner the rent may rise or fall by the amount of taxation payable or reasonably expected to be payable by the Owner for that Affordable Rented Unit.
3. In the case of supply or cessation of supply by the Owner of services to an Affordable Rented Unit of a type defined (or not as the case may be) in the notice of rent change, the rent may rise or fall by the cost of providing or ceasing to supply the relevant service together with an administration charge of 10%.
4. Provided that in relation to 1, 2 and 3 of this Appendix, no change shall be made in the rent charged until:
  - (a) the amount of the increase or decrease has been approved by the Council (whose approval shall not be unreasonably withheld or delayed and if not given within 15 days shall be deemed to have been given); and
  - (b) at least 28 days written notice has been given to the tenant and he has been told that if he gives a Notice to Quit within 28 days his rent will not rise until his tenancy has expired.

## **APPENDIX 2**

### **EVENTS TERMINATING THE COVENANTS AND UNDERTAKINGS AS TO RENTS IN RESPECT OF AN AFFORDABLE RENTED UNIT**

1. Purchase of an Affordable Rented Unit under a compulsory purchase order or private Act of Parliament whether for residential or other purposes.
2. Destruction of an Affordable Rented Unit by fire or other external force in circumstances where reinstatement would be unreasonable.
3. Sale or Disposal of an Affordable Rented Unit in accordance with the provisions of this Agreement.

**APPENDIX 3**

**SCHEDULE OF ACCOMMODATION AT**

<b>Number of Units</b>	<b>Beds</b>	<b>Tenure</b>	<b>Weekly Rent (inc Service Charge) on first letting of an Affordable Rent Unit</b>
<b>Total</b>			

## APPENDIX 4

### INITIAL DESIGN BRIEF AND SELECTION CRITERIA

The Initial Design Brief and Selection Criteria shall:

1. Set out the proposed competitive process for selecting an Architect, the process shall either be endorsed by the Royal Institute of British Architects (RIBA) or in conformity with RIBA Competitions Guidance, and, in the event that RIBA Design Competitions Guidance is replaced at any time, shall be substantially in conformity with any replacement document that may be issued by RIBA after the date of this permission.
2. Incorporate the following matters into the brief:
  - 2.1 proposed building typologies including maximum building envelope, modulation, setbacks, heights and vertical division;
  - 2.2 for Block Q: the scale of existing development the west of the application site and the visual impact of the Block on views from the Victoria Park Conservation Area and proposed White Post Lane Conservation Area or any replacement Conservation Area with a boundary broadly aligned with that of the proposed White Post Lane Conservation Area;
  - 2.3 for Block A: the visual impact of the Block on the proposed White Post Lane Conservation Area or any replacement Conservation Area with a boundary broadly aligned with that of the proposed White Post Lane Conservation Area;
  - 2.4 design guidance and details – on the footprint of all buildings, maximum building envelope, modulation, setbacks, heights and location of private amenity areas; and
  - 2.5 environmental quality details – including details of proposed pollutant dispersion processes around the Block; Concentrations of pollutants at the air inlets; Pollution depletion mechanisms; airtightness of the building (i.e. the ability of the building envelope to prevent the uncontrolled ingress of pollutants) and a scheme to indicate how the 'Good' internal noise levels in BS8233 will be achieved.