

DATED 14 April 2016

(1) LONDON LEGACY DEVELOPMENT CORPORATION

and

(2) EAST LONDON SCIENCE SCHOOL TRUST

PLANNING OBLIGATION BY AGREEMENT

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

and all other powers enabling

relating to Clock Mill and Custom House, Three Mill Lane, E3 3DA

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL

DATED THIS 15 DAY OF April 2016

Pigsent Masons LLP

Pigsent Masons

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THIS AGREEMENT is made on 14 April 2016

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA"); and
- (2) **EAST LONDON SCIENCE SCHOOL TRUST** (Company No 07962059) whose registered office is at The Clock Mill, Three Mill Lane London E3 3DU (the "Applicant").

RECITALS

WHEREAS:

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The LPA has a head leasehold interest in the Site registered at the Land Registry pursuant to Title Number EGL484281.
- (C) The Applicant has a leasehold interest in the Site until 30 June 2016 unregistered at the Land Registry but pursuant to Title Number EGL484281. The Applicant is in the process of extending their leasehold interest in the Site.
- (D) The Applicant agrees to enter into a Supplemental Agreement with the LPA pursuant to section 106 of the 1990 Act on extension of their leasehold interest in order to ensure that the obligations herein on the part of the Applicant shall be binding on any such leasehold interest following grant of a new leasehold interest in the Site.
- (E) The Planning Application and Listed Building Consent were submitted by the Applicant on 29 May 2015.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

OPERATIVE PROVISIONS:

1. INTERPRETATION

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

"1990 Act"	Town and Country Planning Act 1990;
"Agreement"	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;
"Commencement"	the carrying out of a material operation as defined in section 56(4) of the 1990 Act and "Commence" and "Commenced"

	shall be construed accordingly;
"Comply"	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly;
"Consent"	any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed;
"Council"	means the London Borough of Newham and its successor in function;
"Development"	the development of the Site and all other operations and/or works authorised by the Planning Permission;
"Dispute"	any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
"Expert"	an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute;
"Listed Building Consent"	means listed building consent granted in association with the Planning Permission and given registered number 15/00251/LBC and a draft of which is attached at Appendix 4;
"Parties"	the parties to this Agreement and the word "Party" shall mean either one of them;
"Plan "	means the plan annexed to this Agreement at Appendix 1 hereto;
"Planning Application"	the application for planning permission submitted to the LPA and given reference number 15/00243/FUL by the LPA for the internal alteration and change of use of the existing Grade II* Listed Clock Mill and Grade II Listed Custom House from use class B1 (business) to use class D1 (non-residential institution) to accommodate a secondary school for a maximum of 360 pupils for a temporary period up to 30 September 2018;
"Planning Permission"	the planning permission which may be granted subject to conditions for the proposals within the Planning Application and a draft of which is attached at

Appendix 3;

"Reasonable Endeavours"

that it is agreed by the Parties that the Applicant under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Applicant will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected in the context of the Development (or part of the Development);

"Requisite Consents"

such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;

"Site"

the land shown edged red on Plan at Appendix 1;

"Supplemental Agreement"

means a supplemental agreement pursuant to section 106 of the 1990 Act and all other relevant powers in substantially the form as attached at Appendix 2 hereto;

"Utility Undertaker"

means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site;

"Working Day"

a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive.

1.2 In this Agreement:

1.2.1 unless otherwise indicated reference to any:

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;

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

1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.

1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Applicant is subject to the obtaining or securing of Requisite Consents the Applicant shall use Reasonable Endeavours to secure or obtain the Requisite Consents.

2. **EFFECT OF THIS AGREEMENT**

2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.

2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.

2.3 The obligations, covenants and undertakings on the part of the Applicant in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Applicant's leasehold interest in the Site and, subject to Clauses 2.5 and 2.6, the said obligations, covenants and undertakings on the part of the Applicant are entered into with the intent that they shall be enforceable not only against the Applicant but also against any successors in title to or assigns of the Applicant and/or any person claiming through or under the Applicant an interest or estate in the Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.

2.4 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.

2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

2.6 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.

2.7 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Newham or its respective statutory successor in function.

2.8 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission and/or Listed Building Consent lapses without the Development being

Commenced or is otherwise revoked, withdrawn or (without the consent of the Applicant) modified.

2.9 Subject to clause 2.10 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

2.10 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. **CONDITIONALITY**

Save where expressly provided to the contrary this Agreement is conditional upon and shall not take effect until the Planning Permission and Listed Building Consent have been granted.

4. **THE APPLICANT'S COVENANTS WITH THE LPA**

4.1 The Applicant covenants with the LPA that they shall:

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Applicant contained in this Agreement;

4.1.2 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and

4.1.3 enter into a Supplemental Agreement with the LPA within 14 days upon grant of an extension to the Applicant's existing leasehold interest in the Site (or any part thereof) so as to bind such land to the planning obligations contained within this Agreement and the Applicant hereby acknowledges that their new leasehold interest will thereby be subject to the obligations contained in this Agreement.

5. **THE LPA'S COVENANTS WITH THE APPLICANT**

5.1 The LPA covenants with the Applicant that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

6. **NOTICES**

6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:

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

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

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

LPA:

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

For the attention of: Anthony Hollingsworth

Applicant:

Address: The East London Science School Trust
The Clock Mill
Three Mill Lane
London E3 3DU

For the attention of: David Perks

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

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

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

8. VERIFICATION AND ENFORCEMENT

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

9. DISPUTE RESOLUTION

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

9.2 The Notice must specify:

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

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

9.2.3 the proposed Expert.

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

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

9.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.

9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.

9.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:

9.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;

9.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;

9.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;

9.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and

9.7.5 in all other cases, the President of the Law Society to nominate the Expert.

9.8 Nothing in this Clause 9 shall be taken to fetter the Parties ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

10. **NO WAIVER**

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

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

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

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

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

13. **THE LPA'S COSTS**

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

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

14. **JURISDICTION AND LEGAL EFFECT**

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

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

15. **EXECUTION**

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

SCHEDULE: OBLIGATIONS

1. The Applicant shall use Reasonable Endeavours to secure additional temporary accommodation in order to accommodate the 2016 and 2017 Year 7 pupil intake but for the avoidance of doubt the additional temporary accommodation can be occupied by any pupil years.
2. In the event that the additional temporary accommodation referred to in paragraph 1 of this Schedule is not secured despite Reasonable Endeavours being employed to secure it, the Site shall be restricted so that no more than 360 pupils are enrolled to attend the Site.
3. In the event that the Applicant does not occupy the building known as Custom House the Applicant shall use Reasonable Endeavours to secure all necessary consents for alternative educational office floorspace of not less than 721 sqft in a location to be first agreed with the LPA.
4. Unless Custom House is occupied, the Applicant shall only occupy Clock Mill pursuant to the Planning Permission whilst it is also occupying the additional educational office floorspace in accordance with paragraph 3 of this Schedule.

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



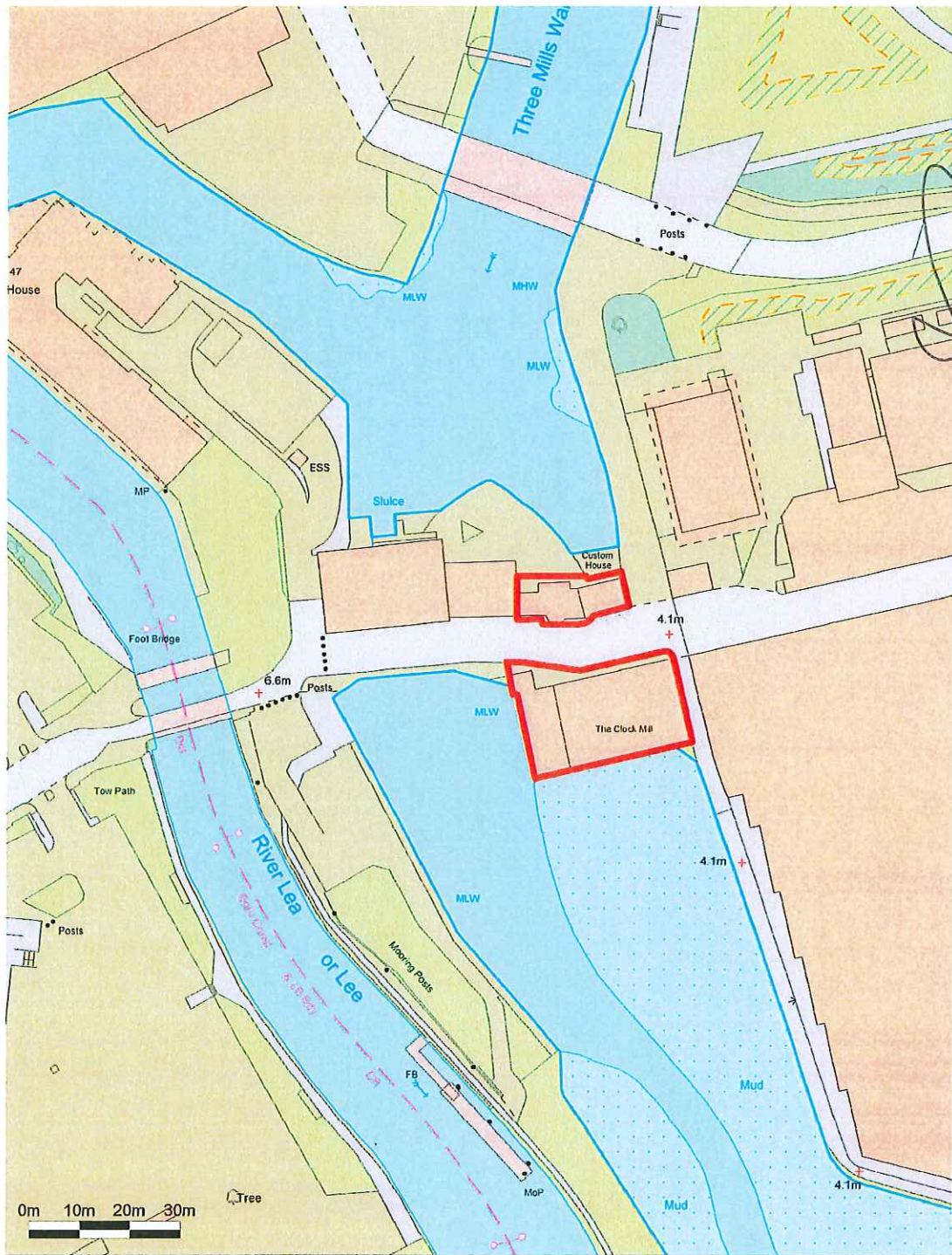
EXECUTED as a deed by **EAST LONDON SCIENCE SCHOOL TRUST** acting by: -

)
)
.....
Director

.....
.....
Director/Secretary

APPENDIX 1

PLAN



APPENDIX 2
SUPPLEMENTAL AGREEMENT

DATED

2016

- (1) LONDON LEGACY DEVELOPMENT CORPORATION

- (2) EAST LONDON SCIENCE SCHOOL TRUST

SUPPLEMENTAL PLANNING OBLIGATION BY
AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act
1990 and all other powers enabling relating to land known as Clock
Mill and Custom House, Three Mill Lane, E3 3DA



Pinsent Masons

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **EAST LONDON SCIENCE SCHOOL TRUST** (Company No 07962059) whose registered office is at The Clock Mill, Three Mill Lane, London E3 3DU (the "**Covenantor**");

RECITALS

WHEREAS:-

- (A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Land is situated.
- (B) On [REDACTED] 2016 the LPA (1) and the Covenantor (2) entered into the Principal Agreement.
- (C) At the date the Principal Agreement was completed the Covenantor had a leasehold interest in the Land until 30 June 2016 unregistered at the Land Registry but pursuant to Title Number EGL484281. The Covenantor was in the process of extending their leasehold interest in the Land.
- (D) This Supplemental Agreement is entered into pursuant to the requirements of Clause 4.1.3 of the Principal Agreement and is entered into for the purpose of confirming that the obligations, covenants and undertakings contained in the Principal Agreement are binding on the leasehold interest in the Land for the purposes of the said section 106 of the 1990 Act.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

- 1.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Principal Agreement.
- 1.2 For the purposes of this Supplemental Agreement, the following words and expressions have the meanings assigned:

"Land" means the land shown edged red on the plan attached at the Appendix to this Supplemental Agreement;

"Principal Agreement" means an agreement dated [REDACTED] 2016 between the LPA (1) and the Covenantor (2), and entered into pursuant to section 106 of the 1990 Act and other relevant powers.

2. OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- 2.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 The obligations, covenants, undertakings and agreements contained in this Supplemental Agreement and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which the Land is located.
- 2.3 The Covenantor confirms to and covenants with the LPA that from the date of this Supplemental Agreement its leasehold interest in the Land is bound by the obligations, covenants and undertakings on the part of the Applicant contained in the Principal Agreement and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Land and, subject to Clauses 2.5 and 2.6 of the Principal Agreement, the said obligations, covenants and undertakings on the part of the Applicant in the Principal Agreement are entered into by the Covenantor with the intent that they shall be enforceable not only against the Covenantor but also against any successors in title to or assigns of the Covenantor and/or any person claiming through or under the Covenantor an interest or estate in the Land (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Land in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it.
- 2.4 The LPA covenants with the Covenantor in respect of the Land to perform the obligations, covenants and undertakings on their part within the Principal Agreement.

3. LOCAL LAND CHARGE

This Supplemental Agreement is a local land charge and shall be registered as such.

IN WITNESS whereof the parties have executed this Supplemental Agreement as a deed 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 : -)

EXECUTED as a deed by **EAST LONDON SCIENCE SCHOOL TRUST**

acting by:-)
)
Director

Director/Secretary

APPENDIX TO SUPPLEMENTAL AGREEMENT

Plan of the Land

APPENDIX 3
DRAFT PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Agent

East London Science School, c/o Agent

Donald Considine
TP Bennett
One America Street
London
SE1 0NE

Part I - Particulars of Application

Date of Application: 12-Jun-2015

Application No: 15/00243/FUL

Proposal: The internal alteration and change of use of the existing Grade II* Listed Clock Mill and Grade II Listed Custom House from Use class B1 (Business) to Use Class D1 (Non-Residential Institution) to accommodate a Secondary School for a maximum of 360 pupils for a temporary period up to 30 September 2018.

Location: Clock Mill and Custom House, Three Mill Lane, London, E3 3DU

Part II - Particulars of Decision

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

1. The use hereby permitted shall be carried out only by the East London Science School and shall be for a limited period expiring on 30 September 2018. On this date the use hereby approved shall cease and the building layout and fabric shall be reinstated and repaired in accordance with a Reinstatement and Repair Scheme to be submitted to and approved by the Local Planning Authority prior to 1 June 2018.

Reason: To enable the long term planning and regeneration objectives and protect the fabric of the historic assets.

2. The development shall not be constructed unless in accordance with the following drawing numbers:

- Customs House – Existing and Proposed Plans – Ground Floor 269_100_Rev_C
- Customs House - Existing and Proposed Plans – First Floor 269_101_Rev_C
- Customs House - Demolition Plans 269_102_Rev_C
- Clock Mill – Proposed Ground Floor 269_100_Rev_B
- Clock Mill – Existing Ground Floor 269_101_Rev_A
- Heritage Statement dated 26 June 2015 prepared by David Millar Architects

No other drawings or documents are approved except where compliance with the conditions attached to this planning permission require otherwise.

Reason: To ensure that the development is constructed and operated in accordance with the approved drawings and documents.

3. The use of the Clock Mill and Customs House for a secondary school shall be limited to a maximum of 360 pupils and 40 staff.

Reason: To limit the impact of the school on the amenity of the surrounding area.

4. The school opening hours shall be between the hours of 08.00 and 17.30 hours on Mondays to Fridays and not at all at weekends and Bank Holidays unless otherwise agreed in writing by the Local Planning Authority.

Reason: To limit the impact of the school on the amenity of the surrounding.

5. The development shall not be operated as a secondary school until a School Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The school shall be occupied and managed only in accordance with the approved School Travel Plan for the lifetime of the development.

Reason: To reduce traffic congestion and promote sustainable modes of transport.

6. The development shall not be operated as a secondary school until details of the location, quantum, design and access arrangements for disabled car parking and cycle parking facilities have been submitted to and approved by the Local Planning Authority. The disabled car parking and cycle parking facilities shall be implemented in accordance with the approved details for the lifetime of the development.

Reason: To promote cycling and sustainable travel patterns.

7. The development shall not be commenced until a Construction Management Plan and Code of Construction Practice have been submitted to and approved in writing by the Local Planning Authority. The demolition and construction works shall be undertaken only in accordance with the approved Construction Management Plan and Code of Construction Practice.

Reason: To ensure the safe and efficient operation of the highway and protect the amenity of local residents.

8. The building works required to convert the building shall be restricted to the hours of 0800 and 1800 Mondays to Fridays and between 0800 and 1300 on Saturdays and at no time on Sundays or Statutory holidays with the prior written approval of the Local Planning Authority.

Reason: To protect residential amenity.

Proactive and Positive Statement

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

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

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

Dated this: xx-Xxx-2016

A Hollingsworth

Anthony Hollingsworth
Director of Planning Policy and Decisions
London Legacy Development Corporation

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

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

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

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

Purchase Notice

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

APPENDIX 4
DRAFT LISTED BUILDING CONSENT

LISTED BUILDING CONSENT

Planning (Listed Buildings and Conservation Areas) Act 1990 (as amended)
Planning (Listed Buildings and Conservation Areas) Regulations 1990 (as amended)

Please see notes at the end of this notice

Applicant

East London Science School
c/o Agent

Agent

Donald Considine
TP Bennett
One America Street
London
SE1 0NE

Part I - Particulars of Application

Date of Application: 05-Jun-2015

Application No: 15/00251/LBC

Proposal: The internal alteration and change of use of the existing Grade II* listed Clock Mill and Grade II listed Custom House from Use Class B1 (Business) to Use Class D1 (Non-Residential Institution) to accommodate a secondary school for a maximum of 360 pupils for a temporary period up to 30 September 2018.

Location: Clock Mill and Custom House, Three Mill Lane, London, E3 3DU

Part II - Particulars of Decision

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

1. The development to which this permission relates must be commenced not later than the expiration of one year from the date of this permission.

Reason: To comply with the requirement of Section 91 of the Town and Country Planning Act 1990.

2. The development shall not commence until details of the raised floor required to create the accessible toilet and the method for concealing services has been submitted to and approved in writing by the Local Planning Authority. The raised floor and concealed services shall only be implemented in accordance with the approved details.

Reason: To protect the fabric of the Grade II listed Customs House.

3. The development shall not be constructed unless in accordance with the following drawing numbers:

- Customs House – Existing and Proposed Plans – Ground Floor 269_100_Rev_C
- Customs House - Existing and Proposed Plans – First Floor 269_101_Rev_C
- Customs House - Demolition Plans 269_102_Rev_C
- Clock Mill – Proposed Ground Floor 269_100_Rev_B
- Clock Mill – Existing Ground Floor 269_101_Rev_A
- Heritage Statement dated 26 June 2015

Reason: To ensure that the development is constructed and occupied in accordance with the approved documents and drawings.

4. Following cessation of the use the building layout and fabric shall be reinstated and repaired in accordance with a Reinstatement and Repair Scheme to be submitted to and approved by the Local Planning Authority prior to 1 June 2018. On removing any new partition wall, any damage to the existing structure and walls shall be repaired to the satisfaction of the Local Planning Authority.

Reason: To protect the fabric of the Grade II listed Clock Mill and Customs House.

Informative

1. The applicant is encouraged to discuss the opportunities for joint working with the Lea Valley Regional Park Authority and the River Lea Tidal Mill Trust on the education opportunities that exist given the proximity of the school to Three Mills Green and the House Mill.

Proactive and Positive Statement

In accordance with the National Planning Policy Framework, the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this application:

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

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

Dated this: **XX-XxX-2016**

A Hollingsworth

Anthony Hollingsworth

Director of Planning Policy and Decisions
London Legacy Development Corporation

DRAFT

London Legacy Development Corporation

Planning (Listed Buildings and Conservation Areas) Act 1990 (as amended)

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990 (as amended).
- * If you want to appeal then you must do so within **SIX** months of the date of this notice, using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online. The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).

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

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- * In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.
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