

DATED *18 September 2014*

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**DEED OF VARIATION**

relating to

**PREMISES KNOWN AS EAST MARSH**

between

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY**

and

**LONDON LEGACY DEVELOPMENT CORPORATION**

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This deed is dated

18 September 2014

## **PARTIES**

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY of Town Hall, Mare St, London E8 1EA (**Hackney**).
- (2) LONDON LEGACY DEVELOPMENT CORPORATION OF Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (**LLDC**).

## **BACKGROUND**

- (A) This deed is supplemental and collateral to the Deposit Deed.
- (B) Hackney and LLDC have agreed to vary the Deposit Deed on the terms set out in this deed.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions in this clause apply in this deed.

**Deposit Deed:** a deposit deed relating to the Premises dated 9 June 2011 and made between Hackney (1) the Olympic Delivery Authority (2) and the London Development Agency (3)

**Premises:** the property known as East Marsh, Hackney.

- 1.2 References to Hackney include a reference to the person which is a party to the Deposit Deed. References to LLDC include a reference to the person which is a party to the Deposit Deed.
- 1.3 A reference to the Deposit Deed includes any deed, licence, consent, approval or other instrument supplemental to it.
- 1.4 A 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 all orders, notices, codes of practice and guidance made under them.
- 1.5 A **person** includes a corporate or unincorporated body.

- 1.6 Unless the context otherwise requires, a reference to the **Premises** is to the whole and any part of it.
- 1.7 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.8 Clause, Schedule and paragraph headings do not affect the interpretation of this deed.
- 1.9 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in the Particulars and clause 1 of the Deposit Deed shall apply to this deed.

## **2. VARIATIONS OF THE DEPOSIT DEED**

### **2.1 Variations made**

From and including the date of this deed, the Deposit Deed shall be read and construed as varied by the provisions set out in the Schedule.

### **2.2 Deposit Deed remains in force**

The Deposit Deed shall remain fully effective as varied by this deed and the terms of the Deposit Deed shall have effect as though the provisions contained in this deed had been originally contained in the Deposit Deed.

## **3. LLDC'S COVENANT**

LLDC covenants to observe and perform LLDC's covenants in the Deposit Deed as varied by this deed.

## **4. GOVERNING LAW**

This deed 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) shall be governed by and construed in accordance with the law of England and Wales.

## **5. CONTRACTUAL RIGHTS OF THIRD PARTIES**

No term of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule      Variations to the Deposit Deed**

### **1.      REPLACEMENT OF EXISTING SCHEDULES**

Schedules 1 and 2 of the Deposit Deed shall be deleted and replaced by the revised Schedules 1 and 2 attached to this Deed.

### **2.      REPLACEMENT OF EXISTING DEFINITIONS**

The definitions of “Reinstatement Sum” and “Reinstatement Works” in the Deposit Deed shall be deleted and replaced by the following definitions:

“Reinstatement Sum” means the sum of £1,950,525.04 plus interest on the terms defined in the Deposit Deed.

“Reinstatement Works” means the provision of sports pitches as more particularly described in the reinstatement works specification set out at Schedule 1 (Reinstatement Works Specification) and as specified as being works that LLDC is liable to carry out. For the avoidance of doubt, if LLDC removes any existing tree from the Premises (as defined in the Lease), LLDC shall replant a tree of similar species but not necessarily of similar age in the same location or at a location to be agreed between the Parties (acting reasonably) and such replanting shall form part of the Reinstatement Works. For the avoidance of doubt LLDC shall not be required to remove the block paving at the Premises forming the entrance car parking area as shown on drawing LC401-LCI-NPK-CH-DGA-6004 rev Z01. For the avoidance of doubt LLDC will not carry out any overseeding works, crop circle works, fertilizer application, overseeding and sand groove works, drainage works and installation of any goal post sockets at the Premises as of the date of handover of the Premises.”

### **3.      ADDITION OF NEW CLAUSES**

The following shall be added to the Deposit Deed as new clauses:

2.3      Hackney undertakes to obtain any requisite planning permissions, consents and approvals required for the retention of the block paving at the Premises (as shown on drawing LC401-LCI-NPK-CH-DGA-6004 rev Z01) as soon as possible and to comply with all laws relating to the said retention. Hackney will be obliged to reinstate the land surfaced by the said block paving at the Premises forming the entrance car parking area if required to do so at law (through planning enforcement or otherwise) as soon as reasonably possible at its own cost.

2.4      LLDC will transfer ownership of all the fire hydrants located at the Premises as at completion of the Reinstatement Works to Hackney.



2.5 As of the date of handover of the Premises to it Hackney undertakes to carry out and deliver the works that, acting reasonably, it deems to be required as a result of the PQS Report dated July 2014. These include any overseeding works, crop circle works, fertilizer application and installation of any goal post sockets at the Premises. For the avoidance of doubt LLDC shall have no liability in this regard.

5.3 As at the Repayment Date Hackney may retain a sum of £200,000 from the Reinstatement Sum ("the Retained Sum"). Hackney will pay to LLDC an amount equal to the Retained Sum (together with interest on the Retained Sum calculated on a daily basis for the period from and including [insert date of the Deed of Variation] to and including the date of repayment at the Bank Rate) within 10 working days of conditions LTD.16 and LTD1.14 of planning permission 11/90313/VARODA as set out in planning application 2012/3602 being confirmed by the local planning authority as having been discharged.

6.3 Release of the collateral warranty substantially in the form set out at Schedule 2 ("the Collateral Warranty") (pursuant to clause 6.1 of the Deposit Deed) shall be conditional upon Hackney complying with the substance of the maintenance programme set out in the reinstatement works specification attached at Schedule 1 in the reasonable opinion of LLDC.

6.4.1 Upon the release of the Collateral Warranty pursuant to the terms of clause 6.1 LLDC will:

(a) irrevocably and unconditionally guarantee to Hackney the full and due performance and observance by the contractor of all its obligations, duties, covenants, warranties and undertakings under the Collateral Warranty when such duties, obligations, covenants, warranties and undertakings or any part of them shall become due and performable according to the terms of the Collateral Warranty;

(b) covenant with and undertake to Hackney fully to perform and observe such duties, obligations, covenants, warranties and undertakings if the contractor shall fail in any respect to perform and observe the same, Hackney having first used reasonable endeavours to enforce the contractor's duties, obligations, covenants, warranties and undertakings pursuant to the Collateral Warranty; and

(c) (without prejudice to the generality of the foregoing) covenant with and undertake to Hackney on the first demand of Hackney to pay and make good to Hackney as soon as reasonably possible any losses, claims, damages, proceedings and expenses occasioned to or suffered by Hackney arising directly out of or by reason of any default of the contractor in respect of any of the said duties, obligations, covenants, warranties and undertakings of the contractor under and pursuant to the Collateral Warranty, but subject to Hackney first having used reasonable endeavours to enforce

the contractor's duties, obligations, covenants, warranties and undertakings pursuant to the Collateral Warranty.

6.4.2 LLDC's liability pursuant to this clause 6.4 shall be no greater than the liability of the contractor under the Collateral Warranty.

6.4.3 This guarantee (and the obligations contained in this clause 6.4) will be valid for a period of one calendar year from the release of the Collateral Warranty only.

6.4.4 This guarantee (and the obligations contained in this clause 6.4) shall not give rise to liabilities upon LLDC exceeding either the value of the Reinstatement Works or the Reinstatement Sum

**SCHEDULE 1**

**Reinstatement Works Specification**



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**QUEEN ELIZABETH OLYMPIC PARK  
LEGACY TRANSFORMATION**

**OLYMPIC PARK INFRASTRUCTURE  
LANDSCAPE & PUBLIC REALM  
SPECIFICATION**

**EAST MARSH PITCHES – DETAILED  
DESIGN SPECIFICATION**

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**Document Ref:** LC401-LPR-APK-L-SPE-0001

**Document Revision:** P03

**Current Issue Date:** 11<sup>th</sup> January 2013

**Original Issue Date:** 10<sup>th</sup> September 2012

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**Agripower**  
Contractors  
*Good grounding in sport*



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## 2.0 PERFORMANCE QUALITY REQUIREMENTS

The pitches shall be constructed to meet the Performance Quality Standards indicated in this section of the specification.

The Methods of Test to determine quality standards are taken from the publication *BS 7370: Part 3, Recommendations for the Maintenance of Amenity and Functional Turf* or as listed.

The information relating to the drainage of the area is taken from Land Drainage Contractors Association *Guidelines for Sportsturf Drainage Installation*.

### 2.1 PERFORMANCE QUALITY STANDARDS FOR THE DRAINAGE OF THE SPORTS PITCHES

When tested in accordance with the Methods of Test indicated in column 2. The facility must meet the performance quality standards indicated in column 3 for the properties indicated in column 1. Unless otherwise indicated the limits in the tables apply to all the pitches.

1	2	3
PERFORMANCE PARAMETERS	METHODS OF TEST	PERFORMANCE STANDARD
Drains mm	BS 7370 Part 3 Appendix 3 Floating disc	<p><u>Collector Drains</u> Depth: 600-650 mm from the final finished surface Width: No more than 300mm</p> <p><u>Lateral Drains</u> Depth: 500 mm from the final finished surface Width: No more than 150 mm Centres: 5 m</p>
Gradients %  Drains	BS 7370 Part 3 Appx 5 or laser level	<p>In accordance with Drawing No: LC401-LPR-APK-L-DGA-0002</p> <p>Follow grade of pitch</p>

The location and layout of the proposed land drainage system is set out in the *Drainage Layout Drawing* (ref: LC401-LPR-APK-L-DGA-0001) included in Appendix 3.

## 3.0 MATERIALS

This section is applicable to materials used for the construction of the sports pitches.

### 3.1 DRAINAGE MATERIALS

#### 3.1.1 DRAINAGE TUBE AND CONNECTIONS

All drainage pipes and connections (unless otherwise indicated) and the main drainage pipe shall be Polymer Flexible Perforated drainage tube in accordance with BS EN 1401-1:1998. All 160mm Outfall Drain pipes shall be twin-walled.

#### 3.1.2 LATERAL AND COLLECTOR DRAINS

Lateral Drains shall be 80 mm diameter flexible perforated corrugated drainage tube.  
Collector Drains shall be 100-150mm diameter flexible perforated corrugated drainage tube.

#### 3.1.3 CONNECTIONS TO INSPECTION CHAMBERS OR OUTLETS

Rigid UPVC drainage tube in accordance with BS EN 1401-1:1998.

#### 3.1.4 DRAINAGE TUBE CONNECTIONS/JUNCTIONS

All joints between drainage runs must be made with approved purpose made connections in accordance with BS EN 1401-1:1998.

#### 3.1.5 INSPECTION CHAMBERS

Inspection chambers shall be constructed of brick, concrete or plastic (conforming to BS 7158). They shall be large enough to allow access for cleaning and rodding. Manhole covers for inspection chambers shall be Class B125.

### 3.2 PARTICLE MATERIALS

All particulate materials will conform to the appropriate standard as indicated in this specification. The contractor will ensure that all material used, other than soil, are able to:

- Resist the effects of frost or drought
- Will not change their structure and will retain their shape
- Will provide a stable structure
- Will not break down as a result of weathering or activities on the surface
- Will not fuse together
- Will not affect the performance of the installation outside the parameters indicated within this specification.

#### 3.2.1 PARTICULATE MATERIAL FOR USE IN DRAINS

Type/Name of Material: Gravel (Non Calcareous)  
Main Range of Particles: 4 - 10 mm

Physical Properties

Clay (less than 0.002mm)	%	5 - 18
Silt (0.002 - 0.05mm)	%	5 - 25
Sand (0.05 - 2.00mm)	%	55 - 80
Max. Stone Content (2 - 50mm)	% by weight	10
Max. Stone Size in any dimension	mm	20

Chemical Properties

pH Value (1:2.5 extract)	units	6.0 - 8.5
Electrical Conductivity (1:2.5 extract)	μS/cm	<1500
Organic Matter	%	>3.0
Total Nitrogen	%	>0.15
Extractable Phosphorus	mg/l	>26
Extractable Potassium	mg/l	>240
Extractable Magnesium	mg/l	>50

**3.5 GRASS SEED**

All seed must be certified (Green Label Certification). Purity (>90%), germination (>80%), weed seed content (<1.0%), harvest and origin of each mixture component must be attached to each bag. The seed mix shall comprise at least 3 no. cultivars from the top ten cultivars listed in the latest STRI Turfgrass Seed Book.

Seed Composition

	Optimum %	Accepted Range %
Dwarf Perennial Ryegrass	80	70 - 80
Sth Stalked Meadow grass	20	20 - 30

**3.6 FERTILISER**

(a) Pre-Seeding Fertiliser

Fertiliser shall consist of an approved compound containing main nutrients supplying:

Nitrogen	6% to 10%
Phosphate	9% to 15%
Potash	6% to 10%

(b) Spring or Summer Fertiliser

Fertiliser shall consist of an approved compound containing main nutrients supplying:

Nitrogen	10% to 20%
Phosphate	5% to 10%
Potash	5% to 10%

(c) Autumn Fertiliser

Fertiliser shall consist of an approved compound containing main nutrients supplying:

Nitrogen	3% to 6%
Phosphate	6% to 12%
Potash	3% to 6%



#### 4.6.1 COLLECTOR AND LATERAL DRAINS

Construct collector and lateral drainage channels to the depths and width as specified in the performance quality standards to a uniform fall.

The base of the channel to be to an even gradient with no humps or hollows greater than 5mm under a 3 metre straight edge.

Lay to an appropriate depth and a uniform gradient the appropriately-sized corrugated plastic drainage pipe (as shown on the *Drainage Layout Drawing* (ref: LC401-LPR-APK-L-DGA-0001)).

The drainage pipe shall surmounted by gravel. Firm by an appropriate means to ensure there will be no sinkage/settlement. The pore structure in the material must not be damaged or the material crushed or broken down. The gravel must, when firmed, finish within 200mm of the surface.

Surface the gravel layer with the specified washed sand to a depth of 200mm (after firming).

#### 4.6.2 CATCHMENT PITS

At the locations indicated on the *Drainage Layout Drawing* (ref: LC401-LPR-APK-L-DGA-0001) catchment pits shall be constructed in accordance with the specification, adjusting inlets and outlets according to requirements. Internal dimensions 600 mm diameter by no less than 900 mm depth, or as appropriate. Catchment pits shall include a minimum of 300 mm for a silt trap.

The base of the outlet pipe in the catchment pits must be positioned no less than 300 mm from the base of the catchment pit, and the top of the outlet pipe no less than 100 mm from the bottom of the inlet pipes. All inlet and outlet pipes must be firmly fixed with sealant within the chamber.

#### 4.6.3 SOAKAWAYS

At the locations indicated on the *Drainage Layout Drawing* (ref: LC401-LPR-APK-L-DGA-0001) soakways shall be constructed. Each soakaway shall be 1.0 m deep below finished ground levels.

The excavation shall be backfilled with site-won stone to within 300 mm from finished levels. A geotextile membrane shall be placed over the stone before backfilling with 150 mm imported subsoil and 150 mm imported topsoil.

### 4.7 **CULTIVATIONS AND SEEDING**

The soil profile shall be ripped to a depth of 300 mm between all drainage runs, without destroying the integrity of the drains. The surface shall then be lightly consolidated and cultivated to remove any ridges and hollows and form a finer tilth.

The specified washed sand shall be applied to a depth of 25 mm and incorporated into the top 50 mm of the topsoil profile.

The surface shall be checked and trimmed to achieve an evenness of <15mm under a 2m straight edge.

A pre-seeding fertiliser shall be applied and lightly worked in to the seedbed at least 3 days prior to seeding, at the manufacturer's rate.

The specified grass seed mixture shall be drilled at 50 g/m<sup>2</sup> in at least three directions.

The seedbed shall be lightly rolled using a Cambridge roller to firm the surface.



## 5.0 SPORTS PITCH ESTABLISHMENT OPERATIONS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PITCHES UNTIL SUCH TIME AS THE PERFORMANCE QUALITY STANDARD HAS BEEN ACHIEVED AND MUST THEREFORE MAKE ADEQUATE PROVISION FOR ALL FUTURE OPERATIONS TO ACHIEVE THE STANDARD SPECIFIED.

### 5.1 GUIDELINES

Appropriate attention to detail in the establishment or growing-in of natural turf pitches is essential to be successful in providing good quality playing surface. The following operations will be considered for the aftercare of the pitches to ensure that they meet the required performance criteria before handover of the finished project.

#### **Irrigation**

Irrigation will be needed for the seeded areas if there is insufficient rainfall during the establishment period.

#### **Mowing**

Regular mowing is very important in the encouragement of strong tillering, particularly during the establishment period, to produce and maintain a dense sward and true playing surface.

The 1<sup>st</sup> cut after germination shall be made when the grass height reaches 60 mm. The first three cuts will reduce the height to 50 mm. The height of cut will be gradually lowered to, and then be maintained at, 35 mm during the establishment period. The cutting frequency is likely to be weekly (or even twice weekly should prevailing weather conditions encourage rapid growth).

#### **Fertiliser**

One spring and summer fertiliser shall be applied approximately 4 weeks after germination, with a second application possibly taking place in July/August should the turf require and conditions allow. It is important not to overfeed, particularly with nitrogen as this only supports "top growth". The fertiliser will normally be applied at a rate of 350 kg/Ha.

#### **Weed control**

The application of an approved selective herbicide shall be undertaken during the establishment period. This shall be applied at least two weeks after any fertiliser treatment and at a time when grass growth is strong and healthy. It shall not be applied during periods of potential turf stress (eg. drought) Application shall be in accordance with the manufacturer's recommendations.

#### **Aeration and Decompaction**

To encourage root growth and to relieve compaction of the soil, the ground will receive aeration and decompaction treatments (eg. verti-drainer and/or ground breaker).

#### **Rolling**

Light rolling may be needed to maintain a level and true surface.

#### **Overseeding**

Any areas with a thin grass sward shall be overseeded with the original seed mixture, and repaired with the same topsoil if needed.

#### **Pest control**

Sports turf can come under attack from many pests including the following: frit fly, leatherjackets, chafer grubs, worms, moles. It may be necessary to employ control measures for any of these.

**SCHEDULE 2**

**Contractors Stakeholder Collateral Warranty**

**1-5-1 CONTRACTOR / STAKEHOLDER**

**DATED**

**20**

**[Insert name of Beneficiary]**

**and**

**[Insert name of Employer]**

**and**

**[Insert name of Contractor]**

**and**

**[Insert name of Guarantor (if applicable)]**

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**DEED OF COLLATERAL WARRANTY**

**relating to**

**[Insert details of Project/Works]**

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- (b) a public organisation shall include reference to any successor (statutory or otherwise) public organisation which has taken over the functions and duties of such public organisation.

1.3 In this Deed, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter.

1.4 Parties shall mean the Employer, the Contractor, the Beneficiary and [the Guarantor].

## **2. WARRANTIES**

2.1 The Contractor warrants and undertakes to the Beneficiary that it has complied and will continue to comply with the Contract.

## **3. LIABILITY OF CONTRACTOR**

3.1 Failure by the Beneficiary at any time to enforce any provision of this Deed or to require performance by the Contractor of any of the provisions of this Deed shall not be construed as a waiver of any such provision and does not affect the validity of the Deed or any part of the Deed or create any estoppel or in any other way affect the right of the Beneficiary to enforce any provision in accordance with its terms.

3.2 In the event that the Beneficiary brings any actions or proceedings arising from any breach of Clause 2 the Contractor shall be entitled to rely on the same defences and limitations on liability (but not any rights of set-off or counterclaim) as would have been available to the Contractor against the Beneficiary had the Beneficiary been named as Employer under the Contract.

## **4. [GUARANTEE<sup>7</sup>**

4.1 The Guarantor by way of primary obligation and not merely as surety:

- (a) irrevocably and unconditionally guarantees to the Beneficiary the full and due performance and observance by the Contractor of all the obligations, duties, covenants, warranties and undertakings of the Contractor under or arising pursuant to this Deed, when such duties, obligations, covenants, warranties and undertakings or any part of them shall become due and performable according to the terms of this Deed;
- (b) covenants with and undertakes to the Beneficiary fully to perform and observe such duties, obligations, covenants, warranties and undertakings if the Contractor shall fail in any respect to perform and observe the same; and
- (c) (without prejudice to the generality of the foregoing) covenants with and undertakes to the Beneficiary on the first demand of the Beneficiary to pay and make good to the Beneficiary forthwith any losses, claims, damages, proceedings and expenses occasioned to or suffered by the Beneficiary arising directly or indirectly out of or by reason of any default of the Contractor in respect of any of the said duties, obligations, covenants, warranties and undertakings of the Contractor under and pursuant to this Deed.

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<sup>7</sup> Delete this Clause if not applicable



material, in each case for any purpose. [Such licence is worldwide, royalty-free, non-exclusive, perpetual and irrevocable, except that it is exclusive for the purpose of using such material (or the Works or images of the Works) in connection with any activities relating to the Olympic Park (as defined in the Contract)].

## **7. INSURANCE<sup>9</sup>**

- 7.1 The Contractor shall take out and maintain professional indemnity insurance with a limit of indemnity of £[●],000,000<sup>10</sup> for any one claim and in the aggregate with two reinstatements of limit annually provided that such cover is available at commercially reasonable terms, for a period of 12 years following completion of the whole of the Works in accordance with the Contract.
- 7.2 When requested in writing by the Beneficiary, the Contractor shall provide to the Beneficiary certificates which state that the insurance which the Contractor is required to maintain by this Deed is in force, not more than once in each period of cover. The certificates must be signed by the Contractor's insurer or insurance broker.
- 7.3 The Contractor shall comply with the terms and conditions of the insurance policy and shall not take or fail to take any reasonable action, or (in so far as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim or avoid, suspend or defeat (in whole or in part) such policy.

## **8. ASSIGNMENT**

- 8.1 The Beneficiary may assign the Deed or any part thereof or any benefit or interest therein on two occasions only without the consent of the Contractor and thereafter upon receipt of the Contractor's consent.

## **9. [STEP-IN<sup>11</sup>**

- 9.1 The Contractor shall not exercise any right of termination of the Contract, or right to treat the Contract as repudiated or rescinded, without having first given the Beneficiary not less than 30 days' written notice of his intention to do so, specifying the grounds for so doing and stating the amount (if any) of monies then outstanding to it under the Contract and setting out any other existing liabilities or unperformed obligations of the Employer under the Contract.
- 9.2 The Beneficiary may, not later than the expiry of the 30 day period referred to in Clause 9.1, require the Contractor by notice in writing and subject to Clause 9.4 to accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer in respect of the Contract. In the event of the Beneficiary giving notice to the Contractor of the termination of the Agreement by the Beneficiary (otherwise than by mutual agreement with the Employer) and/or an event of default by the Employer under or pursuant to and as defined in the terms of the Agreement (which entitles the Beneficiary (under the terms of the Agreement) to be substituted as the employer) the Beneficiary may require the Contractor by notice in writing and subject

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<sup>9</sup> This should only be included if the Contractor has design responsibilities

<sup>10</sup> Information from the Insurance Table in Clause 81 of the Contract should be used here

<sup>11</sup> Delete this Clause if the relevant Stakeholder does not require rights to step-in to the Contract

**13. COMMUNICATIONS**

- 13.1 Each communication under this Deed shall be communicated in a form which can be read, copied and recorded. Writing shall be in English.
- 13.2 A communication shall have effect when it is received at the address above or at the last address notified by the recipient for receiving communications.

**14. CONTINUING EFFECT**

- 14.1 This Deed shall continue to have effect provided that the Beneficiary shall not commence any action or proceedings for any breach of this Deed against the Contractor or Guarantor after the expiry of 12 years from the date of completion of the whole of the Works in accordance with the Contract.

**15. DELIVERY**

- 15.1 This Deed is delivered as a deed on the date written at the start of this Deed.

**IN WITNESS** whereof the Parties hereto have executed this agreement as a Deed and delivered the same the day and year first before written.

**[Insert Beneficiary's execution clause]**

**EXECUTED as a DEED by the *Employer* by applying its seal in the presence of an Authorised Representative:**

.....  
(signature of Authorised Representative)

.....  
(name of Authorised Representative)

**EXECUTED AS A DEED by the Contractor by**

.....  
(Signed)

.....  
(Name of Director)



**The COMMON SEAL of  
THE MAYOR AND BURGESSES  
OF THE LONDON BOROUGH OF HACKNEY**  
was hereunto affixed in the  
presence of:



Authorised Signatory

**The COMMON SEAL of  
LONDON LEGACY  
DEVELOPMENT CORPORATION**  
affixed to this **DEED** is  
authenticated by:

\_\_\_\_\_  
Chair/Member/Authorised Person