

DATED 15 October 2014

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) STRATFORD CITY SHOPPING CENTRE (NO. 2) NOMINEE A LIMITED and
STRATFORD CITY SHOPPING CENTRE (NO. 2) NOMINEE B LIMITED

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 The Street, Stratford City, Zone 1

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THIS AGREEMENT is made on 15 October 2014

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**Local Planning Authority**"); and
- (2) **STRATFORD CITY SHOPPING CENTRE (NO. 2) NOMINEE A LIMITED** (Company No 06530663) and **STRATFORD CITY SHOPPING CENTRE (NO. 2) NOMINEE B LIMITED** (Company No 06530613) both of which have their registered offices at 6th Floor, Midcity Place, 71 High Holborn, London WC1V 6EA (the "**Owners**").

RECITALS

WHEREAS:-

- (A) By virtue of the London Legacy Development Corporation (Planning Functions) Order 2012 (effective from 1 October 2012 and made pursuant to powers, inter alia, in the 2011 Act) the Local Planning Authority is the local planning authority for the Site for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owners are the freehold owners of the Site which forms part of the land registered at the Land Registry under title number EGL557876.
- (C) The Owners submitted the Planning Application to the Local Planning Authority on 5 March 2014.
- (D) The Local Planning Authority has resolved to grant the Planning Application subject to the Owners first entering into the obligations set out in this Agreement.
- (E) 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 enabling powers.
- (F) Relevant planning policy identifies the Site as a key local connection to the Queen Elizabeth Olympic Park and as such the Local Planning Authority has sought the planning obligations contained within this Agreement in order to:
 1. ensure that legibility is enhanced through the Site; and
 2. to ensure that the Development contributes to wayfinding within the wider Queen Elizabeth Olympic Park and also to secure public realm improvements on Westfield Avenue which is a key connection that runs adjacent to the Site.
- (G) 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.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

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

"1990 Act"

the Town and Country Planning Act 1990

"2011 Act"	the Localism Act 2011
"2014 Alternative Routes"	those routes shown on Figure 3 in the document entitled "Alternative Access and Egress Routes" attached at Appendix 2
"2015-2017 Alternative Routes"	those routes shown on Figure 4 in the document entitled "Alternative Access and Egress Routes" attached at Appendix 2 or such other routes as may be agreed by the Local Planning Authority in an Approved Closure Programme
"2014 Permitted Closure"	temporary closure of the pedestrian access through Phase 1 from 1 September 2014 to 31 December 2014 (inclusive) between the hours of 22:00 to 08:00 SUBJECT TO the conditions set out in paragraph 3.3 of Schedule 1
"2015-2017 Permitted Closure"	temporary closure of the pedestrian access through Phase 1 or Phase 2 between the hours of 22:00 to 08:00 on the dates set out in an Approved Closure Programme SUBJECT TO the conditions set out in paragraph 3.4 of Schedule 1
"Approved Closures Programme"	a Closures Programme that has been approved by the Local Planning Authority
"Business Day"	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive or any other day upon which the Local Planning Authority's offices are closed to the public
"Cancelled Permitted Closure"	a 2014 Permitted Closure or a 2015-2017 Permitted Closure that has been cancelled by the Local Planning Authority pursuant to paragraph 3.3.3 or paragraph 3.4.4 of Schedule 1 (as applicable)
"Canopy Linkage Treatment"	any works or other external treatment designed to enhance the visual appearance of the physical connection linking the Development with the facades of the existing buildings either side of it
"Closure Consultees"	the following: <ul style="list-style-type: none"> (a) the London Legacy Development Corporation Queen Elizabeth Olympic Park Operations Team; (b) the Lea Valley Regional Park Authority; and (c) Greenwich Leisure Limited

"Closure Programme"	a programme prepared by the Owners setting out: <ul style="list-style-type: none"> (a) the Proposed 2015-2017 Permitted Closure Dates during the forthcoming Quarter; (b) any dates on which the Queen Elizabeth Olympic Stadium is to be used for Rugby World Cup test events or friendly matches and on any such dates the Owners hereby acknowledge that they shall not be permitted to undertake a 2015-2017 Permitted Closure and the programme shall specify as such; and (c) if required by the Owners a plan showing different 2015-2017 Alternative Routes together with reasons for the proposed alteration to the 2015-2017 Alternative Routes
"Commencement Date"	the date upon which the Development is Commenced
"Commencement"	the carrying out of a material operation as defined in section 56(4) of the 1990 Act which for the avoidance of doubt shall for the purpose of this Agreement only exclude: <ul style="list-style-type: none"> (a) Site clearance (b) Site investigation and remediation (c) archaeological investigation (d) temporary site hoardings (e) temporary means of access and " Commenced " shall be construed accordingly
"Completed"	in relation to any works of construction forming part of the Development, the date of issue of a certificate of practical completion of those works by the Owners' contract administrator and 'Completion' shall be construed accordingly
"Comply"	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and " Compliance " and " Complied " 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 however expressed
"Design Process"	a design led solution process the scope of which has been approved in writing by the Local Planning Authority before such process is commenced
"Development"	construction of a roof canopy to be situated along the Site as permitted by the Planning Permission
"Emergency Closures"	temporary closure in the case of emergency where such closure is necessary in the interests of public safety outside the hours of 2200 and 0800 SUBJECT TO the conditions set out in paragraph 3.5 of

Schedule 1

"Expert"	the expert appointed in accordance with the provisions of Clause 10 to determine a dispute
"Index"	the <i>All In Tender Price Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the Local Planning Authority and the Owners
"Invictus Games Closing"	the date of the closing ceremony of the Invictus Games which is scheduled to take place on 14 September 2014 (or such alternative date as may be proposed by the tournament organisers)
"LLDC Stratford Area"	all or any part of Stratford so far as it falls within the administrative boundary of the Local Planning Authority
"Monitoring Fee"	the sum of ten thousand pounds (£10,000) as a contribution towards the Local Planning Authority's costs for monitoring the Owners' compliance with their obligations under this Agreement
"Parties"	the parties to this Agreement and the word "Party" shall mean any one of them
"Phase 1"	that part of the Site shown coloured Red on Figure 1 in the document entitled "Alternative Access and Egress Routes" attached at Appendix 2
"Phase 2"	that part of the Site shown coloured Red on Figure 2 in the document entitled "Alternative Access and Egress Routes" attached at Appendix 2
"Phase 1 Works"	the works required to construct the part of the Development permitted by the Planning Permission over Phase 1
"Phase 2 Works"	the works required to construct the part of the Development permitted by the Planning Permission over Phase 2
"Planning Application"	the application for planning permission in respect of the Development submitted to the Local Planning Authority and allocated reference number 14/00074/FUL
"Planning Permission"	the planning permission subject to conditions that may be granted by the Local Planning Authority following the determination of the Planning Application for the proposals within the Planning Application, a draft of which is contained in Appendix 4
"Practical Completion"	completed in material respects such that a certificate of substantial completion in relation to engineering works or a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works
"Preferred Canopy Linkage"	the Owners' preferred choice of Canopy Linkage Treatment which has been selected following the

Treatment"	Design Process
"Proposed 2015-2017 Permitted Closure Dates"	the dates during each Quarter of 2015, 2016 and 2017 for which the Owners are requesting a 2015-2017 Permitted Closure
"Quality Review Panel"	the LLDC Quality Review Panel or, in the event that the LLDC Quality Review Panel is disbanded or suspended, the panel that is established to fulfil substantially the same purposes in respect of the Site
"Quarter"	each of the following periods during a calendar year: <ul style="list-style-type: none"> (a) 1 January to 31 March; (b) 1 April to 30 June; (c) 1 July to 30 September; (d) 1 October to 31 December
"Quarter Day"	1 January, 1 April, 1 July and 1 October in the calendar year
"Rugby World Cup"	the event known as the IRB Rugby World Cup 2015 during the period commencing on 18 September 2015 and ending on 11 October 2015 (or such alternative dates as may be proposed by the tournament organisers)
"Site"	the whole of the land to which the Planning Permission relates as the same is shown edged red and coloured blue on the plan attached to this Agreement at Appendix 1
"Street Wayfinding and Landscaping Strategy"	a strategy: <ul style="list-style-type: none"> (a) for the provision of wayfinding along and adjacent to the Site which shall be prepared with reference to the principles set out in the Wayfinding Brief which shall include at least four signs that direct the public through the Site towards the Queen Elizabeth Olympic Park and such signage shall use a combination of directional signage and maps; and (b) setting out detailed landscaping and public realm enhancements to be carried out at the Site including lighting, planting (including measures for the maintenance of the planting) and materials such measures to be consistent with details of the Development as approved by the Planning Permission
"Wayfinding and Public Realm Improvements Contribution"	the sum of £500,000 (five hundred thousand pounds) to be used by Local Planning Authority towards: <ul style="list-style-type: none"> (a) the provision of wayfinding within the Queen Elizabeth Olympic Park; and/or (b) the provision of public realm improvements within the LLDC Stratford Area

"Wayfinding Brief"

the document produced by the Local Planning Authority and attached at Appendix 3

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 of or appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule of this Agreement;
- (c) Part is to a part of Schedule 1;
- (d) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (e) Recital is to a recital to this Agreement; and
- (f) 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 the content of any plans is for identification purposes only;

1.2.5 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made, given or submitted in writing;

1.2.6 references to the Site include any part of it;

1.2.7 references to the Local Planning Authority comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the Local Planning Authority;

1.2.8 references to the Owners include:-

- (a) persons deriving title from the Owners;
- (b) persons claiming through or under the Owners an interest or estate in the Site; and
- (c) the Owners' successors, assigns, transferees;

- 1.2.9 "including" means "including without limitation";
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 where two or more people form a single Party to this Agreement the obligations, covenants and undertakings on the part of that Party may be enforced against them all jointly or against each of them individually;
- 1.2.13 where in this Agreement there is reference to using reasonable endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals, within ten Business Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s);
- 1.2.14 words denoting an obligation on a Party to do any act matter or thing includes an obligation to procure that it is done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of such restriction; and
- 1.2.15 any restriction on Commencement of the Development shall be taken to encompass a restriction on Commencement of any part of the Development.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 This "Agreement" includes the Schedules and Recitals to this Agreement.
- 1.5 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.
- 1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate approval agreement or other Consent to be given or made by the Local Planning Authority such expression of satisfaction certificate approval agreement or other Consent shall be requested in writing and the Local Planning Authority shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 10 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 agreement or other Consent for the purposes of this Agreement.

2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to:-
 - 2.1.1 section 106 of the 1990 Act;
 - 2.1.2 section 1 of the 2011 Act; and
 - 2.1.3 all other powers so enabling.
- 2.2 The Local Planning Authority is the local planning authority having the power to enforce the planning obligations contained in this Agreement.

- 2.3 The obligations, covenants and undertakings on the part of the Owners in this Agreement are planning obligations in so far as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the Owners' freehold interest in the Site (as referred to in Recital B) and with the intent that they shall be enforceable by the Local Planning Authority not only against the Owners but also against any successors in title to or assigns of or transferees of the Owners and/or any person claiming through or under the Owners an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.
- 2.4 Save to the extent that the same would be lawful or in equity enforceable nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Local Planning Authority 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 his entire interest in the Site or his interest in 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, covenant or undertaking 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 or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation, covenant or undertaking relates.
- 2.7 The Local Planning Authority 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:-

2.8.1 expires without the Development being Commenced; or

2.8.2 is quashed, revoked or (without the consent of the Owners) modified.

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

3. **CONDITIONALITY**

This Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

4. **THE OWNERS' COVENANTS WITH THE LOCAL PLANNING AUTHORITY**

The Owners covenant with the Local Planning Authority that they will perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings specified in Schedule 1.

5. **ADVANCE NOTIFICATION**

5.1 The Owners shall:-

- 5.1.1 notify the Local Planning Authority at least one month prior to the date that the Development is intended to be Commenced of the intended date for Commencement of the Development;
- 5.1.2 as soon as practicable, notify the Local Planning Authority of any revised date for the Commencement of the Development (subject always to the requirement to give at least one week prior notice of the intended date for Commencement of the Development); and
- 5.1.3 notify the Local Planning Authority of the Commencement Date within five Business Days of the Commencement Date occurring.

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 Business Day after the day of delivery; and
- 6.1.2 if sent by first class post or recorded delivery post, the day two Business 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 Business Days' notice:-

Local Planning Authority:

Director of Planning Policy and Decisions (For the Attention of: Anthony Hollingsworth)
London Legacy Development Corporation - Planning Decisions Team
Level 10, 1 Stratford Place
Montfichet Road
London E20 1EJ

The Owners:

The Company Secretary
Stratford City Shopping Centre (No. 2) Nominee A Limited and Stratford City Shopping Centre (No. 2) Nominee B Limited
6th Floor
Midcity Place
71 High Holborn
London
WC1V 6EA

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

7. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

7.1 Without prejudice to the Town and Country Planning (Fees For Applications And Deemed Applications) Regulations 1989 and the Town and Country Planning (Development Management Procedure) (England) Order 2010 both of which shall take precedence at all times over this Clause 7.1, where in the opinion of the Owners any obligation, covenant, undertaking or other provision on the part of the Owners contained in this Agreement in favour of the Local Planning Authority has been satisfied wholly or in part or any condition attached to the Planning Permission has been complied with wholly or in part, the Owners shall be entitled to apply to the Local Planning Authority for a notification to that effect, and where the Local Planning Authority considers that the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) or condition has been complied with (wholly or in part) the Local Planning Authority shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site or condition has been complied with in relation to part of the Site.

7.2 Where in the opinion of the Local Planning Authority, any obligation, covenant, undertaking or other provision on the part of the Local Planning Authority contained in this Agreement has been satisfied wholly or in part, the Local Planning Authority shall be entitled to apply to the Owners for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Owners shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site.

8. **VERIFICATION AND ENFORCEMENT**

The Owners shall permit the Local Planning Authority together with its respective 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 for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and Complied with PROVIDED THAT the Local Planning Authority shall make good any damage caused by the Local Planning Authority or its respective authorised employees, agents, surveyors or other representatives during the carrying out of such verification.

9. **VARIATIONS TO PLANNING PERMISSION**

9.1 This Agreement shall also apply to any development pursuant to any further planning permission granted and varied pursuant to section 73 or section 73A or section 78 of the 1990 Act.

10. **DISPUTE RESOLUTION**

10.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Agreement the same may be referred to the Expert by any Party notifying the other Parties of such intention (the "**Notice**").

10.2 The Notice must specify:-

10.2.1 the nature, basis and brief description of the dispute;

10.2.2 the Clause of this Agreement or paragraph of a Schedule of this Agreement in respect of which the dispute has arisen; and

10.2.3 the proposed Expert.

10.3 The Expert shall be an independent person of at least ten years standing in the area of expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within ten Business Days after the date of the Notice then any Party may request:-

10.3.1 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;

10.3.2 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;

10.3.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert; and

10.3.4 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

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

10.4 If the dispute shall relate to matters falling within two or more of Clauses 10.3.1 to 10.3.5, the Parties may agree to appoint joint Experts and in the event that the Parties are unable to agree whom should be appointed as joint Experts, the Parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 10.3.1 to 10.3.5 to act as joint Experts.

10.5 The Expert shall act as an expert and not as an arbitrator and 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.

10.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties) subject to an express requirement that he reaches his decision and communicates it to the Parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Business Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.

10.7 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to him within ten Business Days from the date of his appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further five Business Days in respect of any such submission and material.

11. **NO WAIVER**

No waiver (whether expressed or implied) by the Local Planning Authority of any breach or default by the Owners 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 Local Planning Authority from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Owners.

12. **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.

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

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

14. **PARTIES NOT TO ENCUMBER**

The Owners shall not encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out save where planning permission is granted after the date of this Agreement for an alternative development of the Site **PROVIDED THAT** this Clause 15 shall not restrict the Owners from encumbering or otherwise dealing with its interest in the Site or any part or parts thereof on a basis that is subject to the obligations, covenants and undertakings imposed by this Agreement.

15. **JURISDICTION AND LEGAL EFFECT**

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

15.2 The provisions of this Agreement (other than this Clause 15.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

16. **MONITORING AND LEGAL FEES**

16.1 The Owners agree that they will on completion of this Agreement pay the Local Planning Authority's Monitoring Fee and its legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Local Planning Authority in relation to the negotiation and completion of this Agreement).

17. **FINANCIAL CONTRIBUTIONS AND INDEXATION**

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

17.2 The Wayfinding and Public Realm Improvements Contribution will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date it is paid.

17.3 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with interest accrued calculated from the date such payments or financial contributions were due to the date of the actual payment at 2% above the base rate of a clearing bank to be approved by the LPA.

17.4 The Local Planning Authority covenants with the Owners to:

17.4.1 apply any financial contributions received pursuant to the terms of this Agreement only for the purposes for which they were paid; and

17.4.2 in the event that any part or all of such financial contributions have not been used for the intended purpose within 7 years from the date of payment of such sum, the Local Planning Authority shall forthwith repay such sum (or such part thereof) to the Owners together with any interest accrued but less any tax that may be payable thereon **PROVIDED THAT** the Local Planning Authority shall not be required to repay any sum or sums:

- (a) which it is contractually committed to pay to another party at the date of expiration of the said period; or
- (b) which are required by the Local Planning Authority to secure the completion of any works which have commenced but have not been completed as at the expiration of the said period.

18. **EXECUTION**

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

SCHEDULE 1

THE OWNERS' OBLIGATIONS

1. WAYFINDING AND PUBLIC REALM IMPROVEMENTS CONTRIBUTION

1.1 The Owners covenant to the Local Planning Authority:

1.1.1 to pay the Wayfinding and Public Realm Improvements Contribution to the Local Planning Authority prior to the Commencement of the Development; and

1.1.2 that the Development shall not be Commenced until the Local Planning Authority has received the Wayfinding and Public Realm Improvements Contribution.

2. STREET WAYFINDING STRATEGY

2.1 The Owners covenant to the Local Planning Authority that prior to the Commencement of the Phase 2 Works they shall submit to the Local Planning Authority for approval the Street Wayfinding and Landscaping Strategy.

2.2 The Owners covenant that the Phase 2 Works shall not be Commenced until the Street Wayfinding and Landscaping Strategy has been approved by the Local Planning Authority.

2.3 The Owners covenant with the Local Planning Authority to fully implement the approved Street Wayfinding and Landscaping Strategy by not later than the date which is 6 (six) months from the date on which it is approved by the Local Planning Authority.

3. ACCESS

3.1 The Owners shall ensure that throughout the construction of the Development the general public shall have continuous access on foot through the Site free of charge SUBJECT TO the provisions of paragraph 3.2.

3.2 Paragraph 3.1 is subject to:

3.2.1 Emergency Closures;

3.2.2 2014 Permitted Closures; and

3.2.3 2015-2017 Permitted Closures

PROVIDED THAT the Owners shall use their reasonable endeavours on each day that a 2014 Permitted Closure or 2015-2017 Permitted Closure takes place to complete the works that are being undertaken on that day as soon as possible with the aim of re-opening pedestrian access through the Site to the general public prior to 08:00.

3.3 The following conditions shall apply in respect of 2014 Permitted Closures:

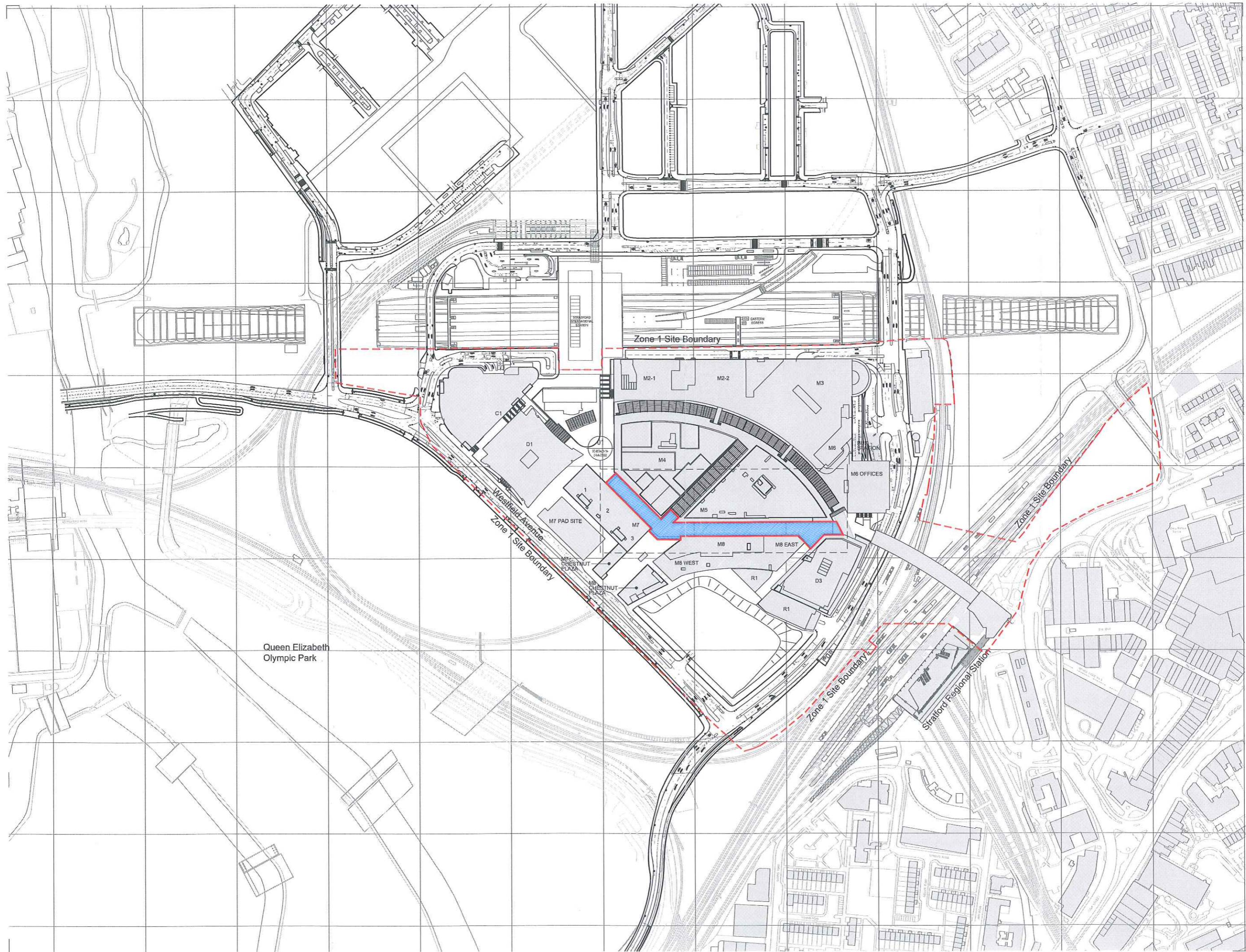
3.3.1 the 2014 Alternative Routes shall be made available for access by the general public throughout any 2014 Permitted Closure, free of charge and shall be clearly signposted;

3.3.2 they shall be at no cost to the London Legacy Development Corporation (whether in its capacity as local planning authority or otherwise);

- 3.3.3 the Local Planning Authority (in consultation with the Closure Consultees) may direct that pedestrian access through Phase 1 is not permitted to be closed on any date between 1 September 2014 to 31 December 2014 PROVIDED THAT it gives the Owner with not less than 10 Working Days notice of such Cancelled Permitted Closure; and
- 3.3.4 Phase 1 may not be closed on the date of the Invictus Games Closing.
- 3.4 The following conditions shall apply in respect of 2015-2017 Permitted Closures:
- 3.4.1 not less than 8 weeks prior to each Quarter Day the Owners shall submit to the Local Planning Authority a Closures Programme for approval (in consultation with the Closure Consultees) and the first Quarter Day to which this sub-paragraph 3.4.1 shall apply is 1 January 2015;
- 3.4.2 during each Quarter pedestrian access through Phase 1 or Phase 2 may only be closed in accordance with the relevant Approved Closures Programme PROVIDED THAT pedestrian access through Phase 1 and Phase 2 may not be closed at the same time;
- 3.4.3 unless otherwise agreed by the Local Planning Authority in an Approved Closures Programme the 2015-2017 Alternative Routes shall be made available for access by the general public throughout any 2015-2017 Permitted Closure, free of charge and shall be clearly signposted;
- 3.4.4 the Local Planning Authority (in consultation with the Closure Consultees) may direct that pedestrian access through Phase 1 or Phase 2 (as applicable) is not permitted to be closed on any date set out in an Approved Closures Programme PROVIDED THAT it gives the Owner with not less than 10 Working Days notice of such Cancelled Permitted Closure; and
- 3.4.5 2015-2017 Permitted Closures shall not take place at any time during the Rugby World Cup.
- 3.5 Any Emergency Closure shall be subject to the following conditions:
- 3.5.1 the 2014 Alternative Routes or 2015-2017 Alternative Routes (as applicable) shall be made available for access by the general public throughout the Emergency Closure, free of charge and shall be clearly signposted;
- 3.5.2 as soon as reasonably practicable after the commencement of the Emergency Closure and in any event within 48 hours, the Owners shall notify the Local Planning Authority in writing of such closure and the details thereof (including full reasons for the closure and its anticipated duration);
- 3.5.3 that any such Emergency Closure continues on such terms as the Local Planning Authority may reasonably require (including the duration of the closure); and
- 3.5.4 the Emergency Closure shall be at no cost to the London Legacy Development Corporation (whether in its capacity as local planning authority or otherwise).
- 3.6 Unless otherwise agreed in writing by the Local Planning Authority paragraphs 3.2 to 3.5 of this Schedule 1 shall cease to apply on 1 December 2017.
4. **DESIGN STRATEGY**
- 4.1 The Owners shall not apply or undertake any works forming part of a Canopy Linkage Treatment unless the provisions of this paragraph 4 have been complied with.

- 4.2 The Owners shall select the Preferred Canopy Linkage Treatment in accordance with the Design Process.
- 4.3 The Owners shall submit the Preferred Canopy Linkage Treatment to the Quality Review Panel prior to submitting it to the Local Planning Authority pursuant to paragraph 4.4 and shall have regard to any comments made by the Quality Review Panel.
- 4.4 Prior to the Commencement of the Phase 2 Works the Owners shall submit the Preferred Canopy Linkage Treatment to the Local Planning Authority for approval and shall not Commence the Phase 2 Works until the Local Planning Authority has approved the Preferred Canopy Linkage Treatment.
- 4.5 Within two months of the date of Practical Completion of the Phase 1 Works the Owners shall produce a physical mock up of the Preferred Canopy Linkage Treatment as it relates to the Development that has been constructed on Phase 1 for the inspection of the Local Planning Authority.
- 4.6 Following its inspection of the physical mock up referred to in paragraph 4.5 the Local Planning Authority shall notify the Owners whether or not it requires the Owners to implement the Preferred Canopy Linkage Treatment over Phase 1.
- 4.7 If the Local Planning Authority does require the implementation of the Preferred Canopy Linkage Treatment over Phase 1 the Owners shall fully implement the Preferred Canopy Linkage Treatment over Phase 1 in accordance with the approved details as soon as reasonably practicable and in any event by not later than six months from the date of the Local Planning Authority's notification.
- 4.8 Within two months of the date of Practical Completion of the Phase 2 Works the Owners shall produce a physical mock up of the Preferred Canopy Linkage Treatment as it relates to the Development that has been constructed on Phase 2 for the inspection of the Local Planning Authority.
- 4.9 Following its inspection of the physical mock up referred to in paragraph 4.8 the Local Planning Authority shall notify the Owners whether or not it requires the Owners to implement the Preferred Canopy Linkage Treatment over Phase 2.
- 4.10 If the Local Planning Authority does require the implementation of the Preferred Canopy Linkage Treatment over Phase 2 the Owners shall fully implement the Preferred Canopy Linkage Treatment over Phase 2 in accordance with the approved details as soon as reasonably practicable and in any event by not later than six months from the date of the Local Planning Authority's notification.

APPENDIX 1
SITE PLAN



DO NOT SCALE

LOCATION PLAN

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POO 018 ISSUED FOR PLANNING CL2 001

Rev. Date Revision By: Checker

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Westfield

WESTFIELD SHOPPINGTOWNS LTD
 Muddy Place, 657 Bow, 71 High Street, London, VIC31 6EA,
 Telephone +61 (0)2 7051 1650 Facsimile +61 (0)2 7051 1655

Client: WESTFIELD SHOPPINGTOWNS LTD

Project: SCD ZONE 1 TOWN CENTRE DISTRICT

Drawing Title: Project Number: 73501
 ZONE 1 EXTERNAL STREET CANOPY SITE LAYOUT

Drawn By: CL2 Checked By: JY14
 Scale: GA0 Date: 25/02/14
 File Identifier: Revision: P00

Purpose of Issue: Planning Application

PRODUCTION INFORMATION

APPENDIX 2
ALTERNATIVE ACCESS/EGRESS ROUTES

Westfield Stratford City.

Street Canopy Works – Alternative access / egress routes

The following maps are designed to illustrate the provision of alternative access and egress routes during the Street Canopy build to and from:

- The QEOP Stadium / Event venues and Stratford Regional / International Stations
- The International and Regional Stations themselves
- Westfield Stratford City (WSC) itself

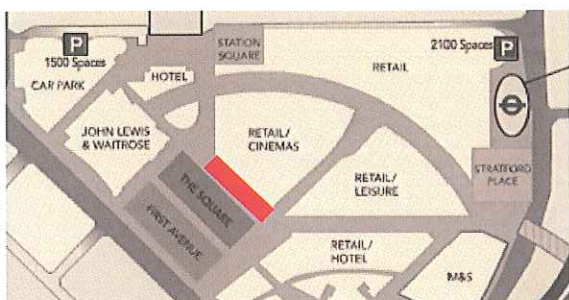


Fig 1: Phase 1 Omega to Bumpkin

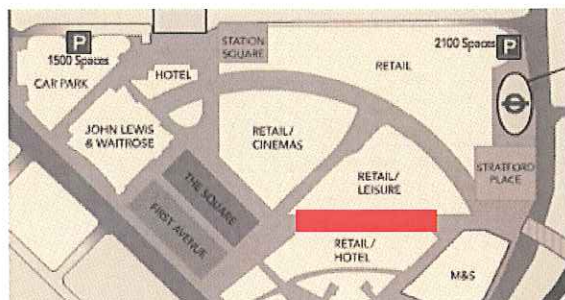
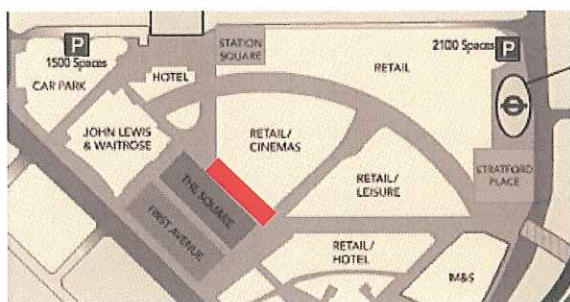


Fig 2: Phase 2 Samsung to Hugo Boss

Phase 1 Overview



- Normal access through the Centre will be unaffected before 01:00 when the Lower Ground Floor Exit Doors are closed. They reopen at 06:00
- With Velodrome events finishing well before 01:00 there will be no disruption to visitors or staff wishing to reach either the WSC Car Parks or Stratford Regional Station for the duration of the build
- Between the hours of 01:00 and 06:00 the 'M1 Link Bridge' remains open to allow access through the Centre. This is reached via the steps at International Station Square and directs the user across the internal Mall towards an alternative signposted route which circumnavigates the Phase 1 of the Canopy works (see below)

RS

RS

Westfield Stratford City.

Street Canopy Works – Alternative access / egress routes

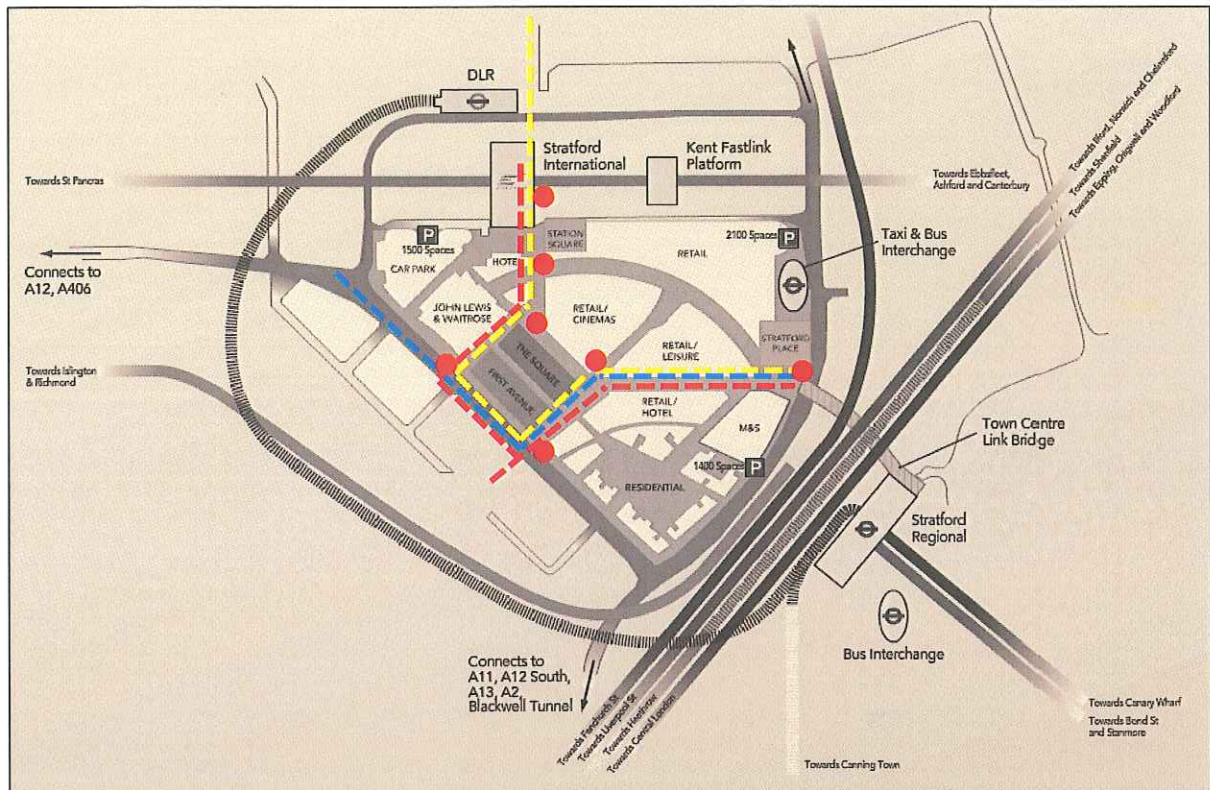

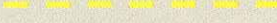




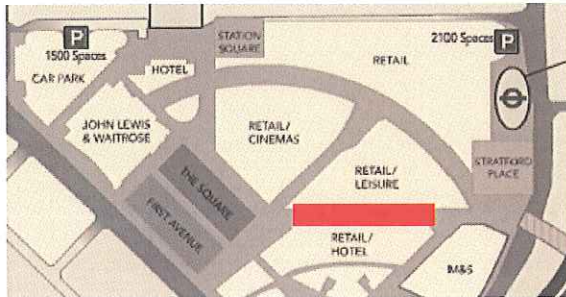
Fig 3: Phase 1 Omega to Bumpkin alternative routes

Key	
	Route from the Copper Box through to Stratford and Stratford Regional Station (SRS) Access to Stratford International Station (SIS) is uninterrupted
	Route from the Velodrome through to Stratford and SRS after 01:00 Access to SIS is uninterrupted Egress route for customers of Jamie's Italian Restaurant and Bumpkin after 22:00 <i>Limited disruption</i>
	Routes from the Aqua Park, South Park, the QEOP Stadium and the TIQ Winter event to Stratford and both SIS and SRS after 22:00
	Directional Signage

Westfield Stratford City.

Street Canopy Works – Alternative access / egress routes

Phase 2 Overview



- Once again, normal access through the Centre will be unaffected before 01:00 when the Lower Ground Floor Exit Doors are closed. They reopen at 06:00
- With Velodrome events finishing well before 01:00 there will be no disruption to visitors or staff wishing to reach either the WSC Car Parks or SRS Stratford or the Bus Stations for the duration of the build
- The normal routes to Stratford International will be unaffected

Westfield Stratford City.

Street Canopy Works – Alternative access / egress routes

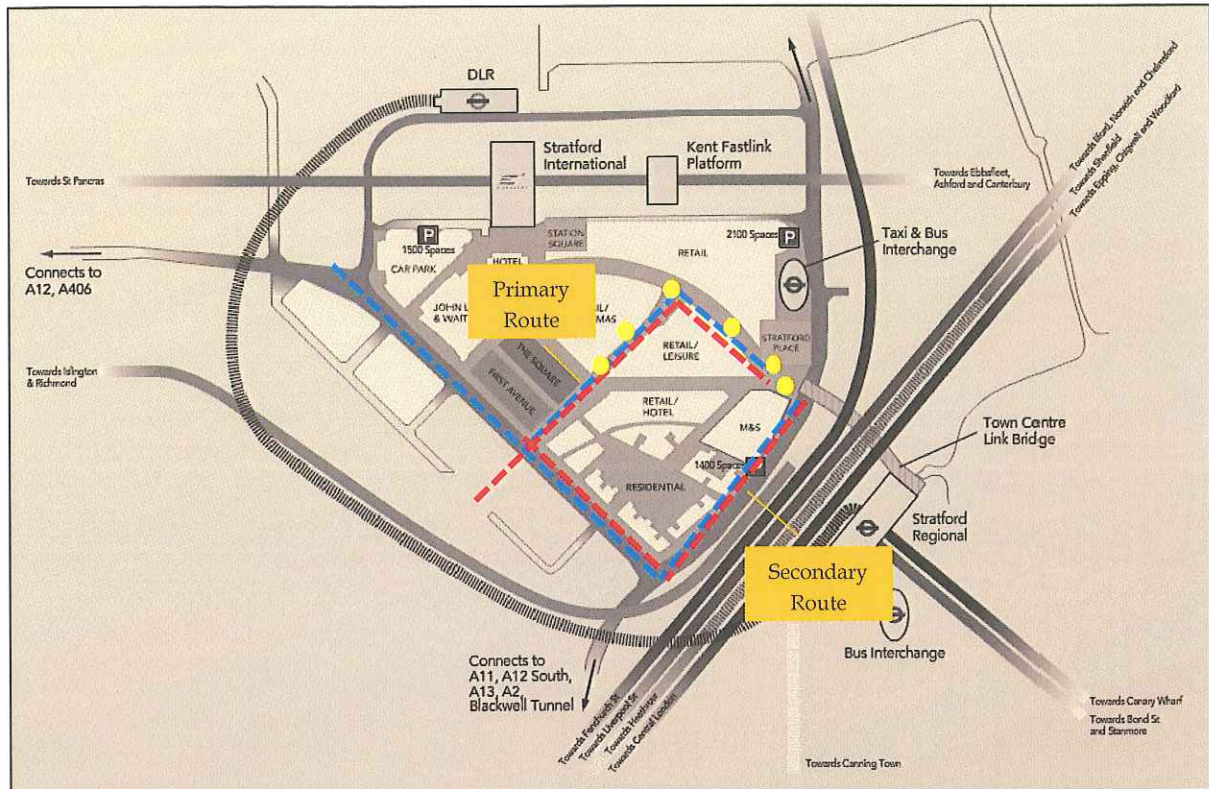





Fig 4: Phase 2 Samsung to Hugo Boss alternative routes

Key	
	<p>Routes from the Copper Box through to Stratford Regional Station (SRS) Access to Stratford International Station (SIS) is uninterrupted</p> <p>The Primary route takes the visitor left off Westfield Avenue into Chestnut Plaza and then through the Ground Floor of the Centre to the Forever 21 exits where Stratford, the Bus Station and SRS are accessible by step, lift and escalator. The Secondary route sees the visitor continuing down Westfield Avenue and turning left at Montfichet Road towards Stratford and the transport hubs</p>
	<p>Routes from the Aqua Park, South Park, the QEOP Stadium and the TIQ Winter event to SRS after 22:00 Access to Stratford International Station (SIS) is uninterrupted</p> <p>The Primary route takes the visitor into Chestnut Plaza and then through the Ground Floor of the Centre to the Forever 21 exits where Stratford, the Bus Station and SRS are accessible by step, lift and escalator. The Secondary route sees the visitor turning right down Westfield Avenue then left at Montfichet Road towards Stratford and the transport hubs</p>
	<p>Static Guards and Way-finders</p>

APPENDIX 3
WAYFINDING BRIEF

Wayfinding and Signage: Westfield Stratford City to Queen Elizabeth Olympic Park London Legacy Development Corporation (LLDC)

Introduction/Brief Requirements

Feedback from visitors to the park have reported that it is difficult to navigate from Stratford station to the park. Some temporary signs have been installed, but a more permanent solution is required to guide people through Westfield to the park. LLDC are responsible for the Queen Elizabeth Olympic Park and the development and regeneration of the surrounding neighbourhoods.

The brief for the additional signage requirements is to provide successful directional wayfinding for visitors to Queen Elizabeth Olympic Park from Stratford Station through Westfield and 'the Street'. The solution will require Westfield and LLDC to working together to ensure a mutually solutions that serve both sets of visitors, to ensure that visual clutter is minimised, and to provide clear access to one of London's busiest new public spaces, through one of London's busiest shopping centres.

Scope

1. Defining the problem

With high profile event-driven activities at the park, we recognise the need to increase the prominence of Queen Elizabeth Olympic Park information in westfield to help deliver park visitors more easily to its front door. Presently Queen Elizabeth Olympic Park is signed alongside other destinations in Westfield which doesn't serve either parties well. People wanting to access the park are ultimately frustrated by a lack of clear guidance, which in turn does not provide the right environment for Westfield shoppers.

the arrival from Stratford station, where despite multiple attempts to encourage visitors to head upstairs, it is still not obvious how to get up to the street or the park – a particular problem and frustration for both Westfield and Queen Elizabeth Olympic Park. the situation is exacerbated by clear and legible wayfinding within the station, which appears to stop abruptly at Westfield's entrance.

2. Proposed Solutions

Enhanced wayfinding can encourage movement up to the street and Queen Elizabeth Olympic Park from the station and support movement to Queen Elizabeth Olympic Park within Westfield. one such is the creation of a parallel system which emphasises the dual function of "the street" as a shopping environment and the main access route for the park. The system could be designed with a common visual identity of product and brands, and would provide the opportunity to update the street's wayfinding in line with changes to the surrounding environment.

This system would see additional, more prominent signs at the station entrance leading to the steps up to the street, and along the street itself, additional signs which emphasise routing to the park via chestnut plaza and four dials.

The system should comprise:

- 1 new, more prominent directional information on Stratford place, lower ground floor outside the station entrance. hanging/high level signage.
- 1 new minilith at the foot of the stratford place steps (close to taxi rank) leading up to the street, to be visible from station entrance. Designed as QEOP branded directional sign – could also have the same visual identity as the "welcome to the street" totem on the upper level, with qeop identity included.

- Revised "welcome to the street" totem on the upper level, with Queen Elizabeth Olympic Park identity included.
- 1 new banner/ directional/ welcome information on the lifts at upper Stratford place for visitors walking across the bridge
- 9 additional minilith signs on the street
- 1 additional minilith at the meridian square entrance to the bridge
- 2 additional miniliths supporting the northern route between stratford international station and the park.
- **All new (additional)** midiliths to be a new/bespoke version of the Westfield signage system which features Queen Elizabeth Olympic Park branding exclusively, and shows maps of the park and immediate area and signage to major sporting venues and attractions within the park.
- **All existing** Westfield minilith and monolith signs to updated with Queen Elizabeth Olympic Park mapping and improved park access information.

Conclusions, Next Steps and Costs

The LLDC are working with Applied Wayfinding consultants on their bespoke park signage system, who were also responsible for the Westfield signage system.

Following a meeting with Westfield and LLDC to agree scope, it is suggested that since Applied understand and can balance the needs of all key stakeholders that they are engaged to develop bespoke signage. With their assistance, a more integrated approach may be possible that would reduce the number of new additional 'Park focused' products through the street, reducing clutter, cost (currently indicated below) and providing a balanced approach which still satisfies all brief requirements for improved wayfinding to the park

Outline indicative costs (for development and discussion):

- 18 existing signs with revised mapping and directional content - £1,500 per sign
- revised "welcome to the street" totem, lift banner on the upper level, with Queen Elizabeth Olympic Park identity included - £2,000
- new directional information in Stratford place, lower ground - £3,500
- 13 new minilith signs through the street, Stratford place and meridian place - £4,500 per sign
- design fees - £20,000-30,000

Total c£130,000

APPENDIX 4
DRAFT PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

**Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure) (England) Order 2010**

Please see notes at the end of this notice

Applicant

Mr Jon Watson
SC Shopping Centre (No.2) Nom A & Nom B

Agent

Mr Amit Malhotra
RPS Planning & Development Ltd
14 Cornhill
London
EC3V 3ND

Part I - Particulars of Application

Date of Application: 20-Mar-2014

Application No: 14/00074/FUL

Proposal: Construction of a glazed roof canopy over 'The Street' (the 24 hour external pedestrian route between Stratford Regional Station/Town Centre Link Bridge and Westfield Avenue).

Location: The Street, Westfield Shopping Mall, Zone 1, Stratford City

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. Conditions/Reasons/Informatives:

Definitions

"Section A" means the straight glazed section of canopy identified on drawing no. SC-BGI-ST-62-DR-A-001; and

"Section B" means the node tensile fabric sections of canopy identified on drawing no. SC-BGI-ST-62-DR-A-001.

“Commencement of Development” means those works to install the new canopy structures as approved and for the avoidance of doubt does not include Enabling Works.

“Enabling Works” means works to facilitate the installation of canopies, but which would not normally require planning permission, including the removal and reinstatement of existing facades and finishes, internal works, the establishment of site compounds and the carrying out of surveys and investigative works.

“Substantial Completion” means the construction of the canopy over 50% of the area of either Section A or Section B.

1. Standard Timeframe

The development hereby permitted shall be begun before the end of three years from the date of this permission.

Reason: As required by Section 91 of the Town and Country Planning Act 1990 as amended.

2. Works in accordance with approved details

Unless minor variations have been agreed by the Local Planning Authority and to the extent that it does not deviate from this permission, the development shall be carried out in accordance with the following details and plan numbers:

SC-BGI-ST-62-DR-A-001; SC-BGI-Z1-62-DR-A-08501; SC-BGI-ST-62-DR-A-08001; SC-BGI-ST-30-DR-A-08001; SC-WDE-ST-00-DR-A-03501; SC-WDE-ST-00-DR-A-03502; Statement of Community Involvement; Design and Access Statement February 2014; Planning Statement; BMT Fluid Mechanics ref:431377 Wind Study March 2013; Capita Wind Microclimate Statement May 2014; Letter from Westfield May 2014; Street Canopy Design documents May and June 2014;

and the description of development contained in the application and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

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

3. Material samples

Prior to the commencement of the relevant section of the development, material samples of all facing elements of the canopy, to be used in the carrying out of this permission shall be presented on site and approved in writing by the Local Planning Authority:

- (i) For Section A; and
- (ii) For Section B.

The development shall not be carried out otherwise than in accordance with any such approval given.

Reason: In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve a satisfactory quality of design and detailing.

4. Detailed drawings

Prior to commencement of the relevant section of the development, the following detailed drawings shall be submitted to the Local Planning Authority for approval:

- (iii) For Section A; and
- (iv) For Section B.

Detailed drawings including sections at a scale of 1:10 and 1:20 of:

- principal features on the canopy;
- junctions with the existing building; and
- Connection to street level.

the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: In order to ensure that a high quality of design and detailing.

5. Decluttering

Prior to commencement of the development, the applicant shall submit a detailed decluttering plan to the Local Planning Authority for approval in writing. The plan shall identify features to be removed that have been identified in discussion with the Local Planning Authority. Only such details as approved are to be implemented unless minor variations are agreed in writing by the Local Planning Authority. The decluttering shall be carried out in accordance with the approved details, and shall be implemented in full prior to the substantial completion of works to construct the canopy.

Reason: To ensure a satisfactory standard of appearance to the public realm.

6. Maintenance Plan

Within 6 months of commencement of the relevant section of the development, a Maintenance Plan shall be submitted for approval in writing by the Local Planning Authority. The plan shall describe how all elements of the canopy will be cleaned, maintained and repaired as necessary. Measures to prevent bird roosts shall also be described. The development shall be carried out in accordance with the approval given and the plan shall remain in place for as long as the life of the development.

- (i) For Section A; and
- (ii) For Section B.

Reason: To ensure an acceptable appearance to the canopy over time.

7. Security and Operation Plan

Prior to completion of the development, a Security and Operation Plan shall be submitted for approval in writing by the Local Planning Authority. The plan shall describe how 'The Street' will be managed, including security and operational arrangements. Arrangements shall include how use of 'The Street' area will coordinate with spectator events in Queen Elizabeth Olympic Park. The development shall be carried out in accordance with the approval given.

Reason: To ensure an acceptable use of the site and to prevent congestion from pedestrian movements.

8. Amplified Music

No music to be played through the permanent speakers along The Street unless associated with a live performance also within The Street.

Reason: To ensure an appropriate standard to the public realm environment and to enhance visitor experience.

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 31 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 (as amended), the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

Following submission of the planning application, 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.

Dated this:



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

DRAFT

**London Legacy Development Corporation
TOWN AND COUNTRY PLANNING ACT 1990**

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.
- * 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 the 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.planningportal.gov.uk/pcs. 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.

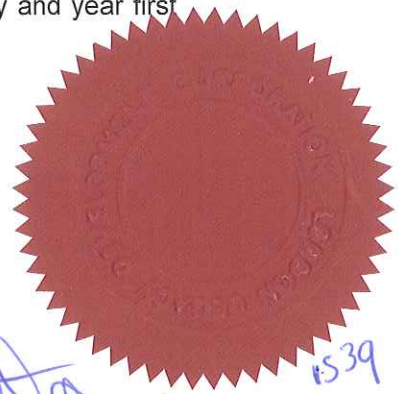
Purchase Notice

- * 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.
- *

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

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

)
)
)
)
)



Authorised Signatory

A handwritten signature in blue ink, appearing to be 'S. D. ...'.

EXECUTED as a Deed
(but not delivered until dated) by
STRATFORD CITY SHOPPING CENTRE (NO.2) NOMINEE A LIMITED
acting by:-

)
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Director

A handwritten signature in black ink, appearing to be 'M. ...'.

Director/Secretary

A handwritten signature in black ink, appearing to be 'P. ...'.

EXECUTED as a Deed
(but not delivered until dated) by
STRATFORD CITY SHOPPING CENTRE (NO.2) NOMINEE B LIMITED
acting by:-

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Director

A handwritten signature in black ink, appearing to be 'M. ...'.

Director/Secretary

A handwritten signature in black ink, appearing to be 'P. ...'.