

DATED 28th August 2015

LONDON LEGACY DEVELOPMENT CORPORATION (1)

MICHAEL COHEN AND MARTYN ELMES (2)

DEREK ALLURED AND LESLEY ALLURED (3)

HARRY SEBASTIAN HOUGHAM (4)

ALEX BENSON (5)

GEORGE HULL (6)

**PLANNING OBLIGATION BY DEED OF AGREEMENT
UNDER SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990**

**Relating to (a) the retrospective change of use of Unit 3 at
39 Autumn Street, London, E3 2TT from General Industry
(Class B2 with ancillary B1 uses) to multi functional
floorspace for the creative industries (Sui Generis)
consisting of offices, studios, light industry, general
industry and events, exhibition and performance space,
and (b) to the use of Unit 1 at 39 Autumn Street, London,
E3 2TT as affordable workspace**



Pinsent Masons

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THIS AGREEMENT is made on

28th August

2015

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the **LPA**);
- (2) **MICHAEL COHEN** and **MARTYN ELMES** of Gilbert House, 406 Roding Lane South, Woodford Green, Essex IG8 8EY (the **Unit 1 Owners**);
- (3) **DEREK ALLURED** and **LESLEY ALLURED** both of 1 Broadhurst Gardens, Chigwell, Essex IG7 5HE (the **Unit 3 Owners**);
- (4) **HARRY SEBASTIAN HOUGHAM** of 239 Bow Common Lane E3 4JJ (the **Leasehold Owner**);
- (5) **ALEX BENSON** of 39 Autumn Street, London E3 2TT (the **First Operator**); and
- (6) **GEORGE HULL** of 39 Autumn Street, London E3 2TT (the **Second Operator**);

RECITALS

- (A) The LPA exercises the functions of the local planning authority for Unit 1 and Unit 3 pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Unit 1 Owners are the Freehold Owners of Unit 1, 39 Autumn Street, E3 2TT which is registered at the Land Registry under title number EGL281487 and comprises Unit 1.
- (C) The Unit 3 Owners are the Freehold Owners of Unit 3, 39 Autumn Street, E3 2TT which is registered at the Land Registry under title number EGL352049 and comprises Unit 3.
- (D) The Leasehold Owner is a beneficiary of a lease of Unit 3 for a period of four years starting on 20 June 2011 and ending on 19 June 2015, such lease granted by the Freehold Owner out of its freehold interest described above.
- (E) The First Operator and the Second Operator have been operating Unit 3 as studio and event space. They are tenants under a lease of Unit 1 for a period of five years starting on 24 September 2013 and ending on 24 September 2018, such lease granted by the Freehold Owner out of its freehold interest described above, and as such have control of Unit 1, 39 Autumn Street, E3 2TT which is subdivided into 14 business units.
- (F) The Operators submitted the Planning Application and on 23 September 2014 the LPA resolved to grant the Planning Permission as a personal planning permission subject to conditions and to the requirements of this Deed. This Planning Application was for the retrospective change of use from General Industry (Class B2) to multi functional floorspace for the creative industries (Sui Generis) consisting of offices, studios, light industry, general industry and events, exhibition and performance space.
- (G) The Planning Application comprised a departure from the Strategic Industrial Land designation which governs Unit 3. In deciding to approve the Planning Application, the LPA has had regard to other material considerations and in particular to the Operators' proposal to provide affordable workspace within Unit 1 and their established track record of managing late night events at Unit 3 so as to minimise disturbance to the amenity of the area.
- (H) The covenant at Clause 5 and the obligations in Schedule 1 of this Agreement are imposed on the Operators only and are not enforceable against the Unit 1 Owners or Unit 3 Owners and Leasehold Owners.

- (I) The obligation at Clause 6 is imposed on the Unit 3 Owners and the Leasehold Owner to ensure that (unless otherwise agreed in writing with the LPA), Unit 3 will not be used for Event Uses unless such Event Uses are operated and overseen by the Operators.
- (J) The obligations contained in Clauses 5 & 6 of this Agreement are intended to be planning obligations within the meaning of Section 106 of the 1990 Act and shall bind the Unit 1 Owners' Unit 3 Owners', Leasehold Owner's and the Operator's interests in Unit 1 and Unit 3 and be enforceable by the LPA in accordance with the terms of that section.
- (K) To the extent that any provision of this agreement is (for whatever reason) not enforceable under section 106 of the 1990 Act, it will nonetheless be enforceable against the parties to this agreement as a matter of contract.
- (L) The LPA considers it expedient in the interests of the proper planning of its area and for the benefit of the public at large and having regard to all other material considerations that provision should be made for regulating the Development in the manner set out in this Deed.
- (M) The Unit 1 Owners, Unit 3 Owners, Leasehold Owner and Operators are satisfied that the planning obligations contained in this Deed meet the three tests set out in Regulation 122 (2) (a) – (c) of the Community Infrastructure Levy Regulations 2010 (as amended).
- (N) Condition 5 of the Planning Permission makes the Planning Permission personal to the Operators. This means that Unit 3 will no longer benefit from the Planning Permission if the activities permitted by the Planning Permission are no longer operated by the Operators. In these circumstances, the uses permitted by the Planning Permission must cease forthwith and as provided for by Clause 16.10 of this Agreement upon Unit 3 no longer being occupied pursuant to the Planning Permission and in compliance with Condition 5 as imposed thereon the obligations and restrictions in this Agreement as they affect Unit 1 and Unit 3 shall cease to have effect and fall away.

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1 For the purposes of this Deed the following words and expressions have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"2011 Act"	means the Localism Act 2011
"Affordable Workspace"	means the floorspace within the Unit 1 benefitting from B1 & B2 use (as defined in the Use Classes Order 1987).
"Affordable Workspace Rent"	means a rent for the Affordable Workspace set at no more than 75% of the average rental value per square foot (inclusive of any VAT) for comparable open market B1(c) & B2 floorspace within the London Borough of Tower Hamlets. For the avoidance of doubt such rent may increase or decrease annually by the annual movement in the Retail Prices Index.
"Affordable Workspace Report"	means a report submitted to the LPA within 28 days of the end of each calendar year providing details for the preceding calendar year of: <ul style="list-style-type: none"> • the Occupation of the Affordable Workspace including the identity of the Affordable Workspace Qualifying Person(s) in Occupation and including confirmation of how such Occupation complies with the approved Affordable Workspace Scheme;

- of any periods during the calendar year during which any units of Affordable Workspace has stood vacant;
- of the steps that the Operators have taken to market any vacant units of Affordable Workspace in accordance with the requirements of this Deed.

"Affordable Workspace Scheme" means a scheme setting out details of:

- the open market B1(c) & B2 floorspace within the London Borough of Tower Hamlets used as a comparable to assess the Affordable Workspace Rent together with a description of how such floorspace is comparable in terms of location and quality to the Affordable Workspace comprised within the Development;
- the terms on which the Affordable Workspace shall be made available to tenants, including the amount of the Affordable Workspace Rent, the amount of any service or management charge, and of any other premium, fee or charges payable by the tenant, the length of the proposed tenures, notice and forfeiture provisions;
- a reasoned explanation as to how such terms compare with market lease terms for equivalent floorspace and how such terms are in the opinion of the Owner reasonable for the Affordable Workspace;
- the categories and qualifying requirements of persons to whom the Affordable Workspace shall be made available;

"Affordable Workspace Qualifying Person" means a person or organisation to whom the Affordable Workspace within the Development shall be let, the categories and qualifying requirements of whom are set out in the approved Affordable Workspace Scheme.

"Agreement" means this deed made pursuant to section 106 of the 1990 Act and other enabling powers;

"Commencement" means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and "Commence" and "Commenced" shall be construed accordingly;

"Development" means the development of Unit 3 and all other operations and/or works as authorised by the Planning Permission;

"Event Use" means the use of Unit 3 for events exhibition and performance use as authorised by the Planning Permission;

"Management Plan" means a management plan submitted to and approved in writing by the LPA pursuant to the Planning Permission.

"Occupation" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.

"Operators"	means the First Operator and the Second Operator together.
"Parties"	means the parties to this Agreement and the word "Party" shall mean any one of them;
"Planning Application"	means the full application for planning permission for the retrospective change of use of Unit 3 from uses falling within Class B2 of Schedule 1 Part 2 of the Town and Country Planning (Uses Classes) Order 1987 (as amended) to use as a multi-functional space for the creative industries including offices, studios, light industry, general industry, event, exhibition and performance space as submitted to the LPA and given reference number 14/00123/COU;
"Planning Permission"	means the planning permission subject to conditions for the proposals within the Planning Application, substantially in the form of the draft which is contained at Appendix 4;
"Reasonable Endeavours"	means that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);
"Studio Space"	means the studio space and associated facilities within Unit 3 shown edged blue on the plan attached at Appendix 3.
"Travel Plan"	means a travel plan submitted to and approved in writing by the LPA pursuant to the Planning Permission.
"Unit 1"	means the building marked Unit 1 at 39 Autumn Street London E3 2TT, registered at the land registry under title number EGL281487 shown edged red on the plan contained in Appendix 2;
"Unit 3"	means the building and land at 39 Autumn Street, London E3 2TT registered at the land registry under title number EGL352049 and shown edged red on the plan contained in Appendix 1.

2. CONSTRUCTION OF THIS AGREEMENT

2.1 In this Agreement:

2.1.1 unless otherwise indicated reference to any:

- (a) clause, schedule or appendix is to a clause of, schedule to or appendix to this Agreement;
- (b) paragraph is to a paragraph of a schedule to this Agreement;
- (c) reference within a schedule to a paragraph is to a paragraph of that Schedule;
- (d) part is to a part of a schedule to this Agreement;
- (e) table is to a table of a schedule to this Agreement;

- (f) recital is to a recital to this Agreement; and
- (g) references to a plan is a reference to the attached or annexed to this Agreement;

2.1.2 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;

2.1.3 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;

2.1.4 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 or confirmed in writing;

2.1.5 references to Unit 1 include any part of it;

2.1.6 references to Unit 3 include any part of it;

2.1.7 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include successors to such function;

2.1.8 references to any other party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party.

2.1.9 "including" means "including without limitation";

2.1.10 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;

2.1.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;

2.1.12 any obligation, covenant, undertaking or agreement by the Owner or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;

2.1.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party.

2.2 The Interpretation Act 1978 shall apply to this Agreement.

2.3 This Agreement includes the Schedules, Recitals and Appendices to this Agreement.

3. **LEGAL BASIS**

3.1 This Agreement is made under section 106 of the 1990 Act with the intention that it should bind the Unit 1 Owners', Unit 3 Owners', Leasehold Owner's and Operator's respective interests in Unit 1 and Unit 3 as provided by that section.

3.2 This Agreement is also made under section 201 of the Localism Act 2011 and all other powers so enabling.

3.3 The covenant, restrictions and requirements imposed on the Operators under Clause 5 of this Agreement, create planning obligations pursuant to and for the purposes of section 106 of the 1990 Act so as to bind the building and land at Unit 1 and Unit 3 and are enforceable by the LPA as local planning authority against the Operators.

3.4 The covenants, restrictions and requirements imposed on the Unit 3 Owners and Leasehold owners under Clause 6 of this Agreement, create planning obligations pursuant to and for the purposes of section 106 of the 1990 Act so as to bind the building and land at Unit 3 and are enforceable by the LPA as local planning authority against the Unit 3 Owners and Leasehold Owners.

4. **CONDITIONALITY**

Save where expressly provided for in this Agreement, this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

5. **THE OPERATORS' COVENANTS WITH THE LPA**

The Operators covenant with the LPA as set out in Schedule 1.

6. **THE UNIT 3 OWNERS' AND LEASEHOLD OWNER'S COVENANTS WITH THE LPA**

The Unit 3 Owners and Leasehold Owner covenant with the LPA that from the date of this Agreement and unless otherwise agreed in writing with the LPA, the building and land at Unit 3 shall not be used for Event Uses pursuant to the Planning Permission unless each such Event Use is operated and overseen by the Operators.

7. **THE LPA'S COVENANTS WITH THE OWNERS, LEASEHOLD OWNER AND OPERATORS**

The LPA covenants with the Operators that it shall perform and comply with and procure performance of and compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

8. **NOTICES**

8.1 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:

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

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

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

LPA:

Director of Planning Policy and Decisions

London Legacy Development Corporation – Planning Policy and Decisions Team

Level 10

1 Stratford Place

Montfichet Road

London E20 1EJ

with a copy to:

Head of Development Management

London Legacy Development Corporation – Planning Policy and Decisions Team

Level 10

1 Stratford Place

Montfichet Road

London E20 1EJ

Unit 1 Owners, Unit 3 Owners Leasehold Owner and Operators:

The addresses set out at the head of this Agreement.

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

9. **VERIFICATION AND ENFORCEMENT**

The Unit 1 Owners, Unit 3 Owners, Leasehold Owner and Operator shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon Unit 1 and Unit 3 and any buildings erected thereon 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 LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

10. **NO WAIVER**

No waiver (whether expressed or implied) by the LPA of any breach or default by the Unit 1 Owners, Unit 3 Owners, Leasehold Owner and Operator in performing or complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Unit 1 Owners, Unit 3 Owners, Leasehold Owner and Operator.

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

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

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

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

13. **CHANGE IN OPERATORS**

13.1 The Unit 3 Owners, Leasehold Owner and Operators agree with the LPA:

13.1.1 to respond in writing to a written request by the LPA for confirmation as to whether the Operators (as at the date of the request) continue to operate and oversee the Event use of Unit 3; and

13.1.2 to give the LPA immediate written notice of the Operators ceasing to operate and oversee the Event Use of Unit 3 irrespective of whether the LPA has made a written request for confirmation as envisaged by Clause 13.1.1 of this Agreement.

14. **THE LPA'S LEGAL COSTS**

The Operators agree that they will pay the LPA's reasonable costs incurred in negotiating and completing this Agreement (inclusive of any such reasonable costs incurred by external lawyers and other consultants appointed by the LPA in relation to the negotiation and completion of this Agreement) on completion of this Agreement.

15. **VAT**

If VAT becomes payable on payments made under this Deed that VAT will be additional to the sums required provided that the payor will be entitled to valid VAT receipts in respect of any vatable supplies properly incurred under this Deed.

16. **MISCELLANEOUS**

16.1 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.

16.2 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 LPA such expression of satisfaction certificate Approval agreement or other consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.

16.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.

16.4 Neither the Unit 1 Owners, Unit 3 Owners nor the Leasehold Owner shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement which takes place after parting with their respective interest in Unit 1 or Unit 3 or their interest in respect of that part of Unit 1 or Unit 3 on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

16.5 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of parts of Unit 1 or Unit 3 or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of Unit 1 or Unit 3 or part thereof to which such obligation relates.

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

- 16.7 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 lapses or if it is otherwise revoked or withdrawn.
- 16.8 Other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of Unit 3 in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 16.9 The Operators obligations under this Agreement shall be joint and several.
- 16.10 Upon Unit 3 no longer being occupied pursuant to the Planning Permission and in compliance with Condition 5 as imposed thereon the obligations and restrictions in this Agreement as they affect Unit 1 and Unit 3 shall cease to have effect.

17. **JURISDICTION AND LEGAL EFFECT**

- 17.1 This Agreement shall be governed by and interpreted in accordance with the law of England.
- 17.2 The provisions of this Agreement (other than this Clause 17 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

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

OPERATORS' OBLIGATIONS

1. AFFORDABLE WORKSPACE TERMS

- 1.1 Within eight (8) weeks of the date of this Agreement (the Approval Date) the Operators shall submit to the LPA and use its Reasonable Endeavours to secure the LPA's written approval of the Affordable Workspace Scheme.
- 1.2 Unless otherwise agreed in writing with the LPA, following the Approval Date:
- 1.2.1 Unit 3 shall not be used for the uses permitted by the Planning Permission before the Operators have secured the LPA's written approval of the Affordable Workspace Scheme; and thereafter
 - 1.2.2 Event Uses at Unit 3 as permitted by the Planning Permission shall not take place during any period during which Unit 1 is not Occupied in accordance with Paragraph 1.4 of this Schedule or being marketed as Affordable Workspace in accordance with the terms of this Schedule.
- 1.3 Throughout the lifetime of the Planning Permission the Operators shall use reasonable endeavours to market any unit of Affordable Workspace which is or becomes vacant to Affordable Workspace Qualifying Persons.
- 1.4 During the lifetime of the Planning Permission the Affordable Workspace shall not be Occupied other than:
- 1.4.1 by one or more Affordable Workspace Qualifying Person;
 - 1.4.2 at an Affordable Workspace Rent; and
 - 1.4.3 in accordance with the approved Affordable Workspace Scheme;
- PROVIDED THAT this obligation shall not apply to any leases of any part of the Affordable Workspace granted before 23 September 2014.
- 1.5 Within twenty (28) days of the end of each calendar year, the Operators shall provide an Affordable Workspace Report to the LPA for its written approval.
- 1.6 In order to enable the LPA to monitor compliance with this Deed, the Operators shall provide to the LPA copies of the terms under which the Affordable Workspace is Occupied within five (5) working days of receipt of a written request for such details from the LPA.

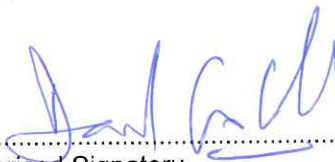
2. STUDIO SPACE

On reasonable prior notice, the Operators shall allow occupiers of the workspace within Units 1 and 3 use of the studio space within Unit 3 free of charge but otherwise subject to the Operators' reasonable terms of use, PROVIDED THAT this obligation shall not require the Operators to allow such use for more than 10 hours in any calendar month.

3. MANAGEMENT AND TRAVEL PLAN

The Operators shall neither operate Event Uses nor allow Event Uses to take place on Unit 3 other than in accordance with a Management Plan and a Travel Plan as approved in writing by the LPA pursuant to conditions 15 and 21 of the Planning Permission.

EXECUTED as a deed by affixing the
Common Seal of **LONDON LEGACY**
DEVELOPMENT CORPORATION
in the presence of : -


.....
Authorised Signatory



Seal num: 1639.

SIGNED as a deed by
Lesley Allured

)
)
) 
)
)

In the presence of:

Witness Signature

Name:

Address:


MICHAEL EGERTON LEGISTER
HUGGINS & LEWIS FOSKETT
5-5 THE SHRUBBERIES
GEORGE LANE, SOUTH WOODFORD
LONDON E18 1BG
PHONE: 020-8989 3000
SOLICITOR

SIGNED as a deed by
Derek Allured

)
)
) 
)
)

In the presence of:

Witness Signature

Name:

Address:


MICHAEL EGERTON LEGISTER
HUGGINS & LEWIS FOSKETT
5-6 THE SHRUBBERIES
GEORGE LANE, SOUTH WOODFORD
LONDON E18 1BG
PHONE: 020-8989 3000
SOLICITOR

**SIGNED as a deed by
Harry Sebastian Hougham**

H.S. Hougham

In the presence of:

Witness Signature



Name:

UESMAC AMON

Address:

HUGGINS & LEWIS FOSKETT
5-6 THE SHRUBBERIES
GEORGE LANE, SOUTH WOODFORD
LONDON E18 1BG
PHONE 020-8989 3000

**SIGNED as a deed by
ALEX BENSON**



In the presence of:

Witness Signature



Name:

Tristan Hoffman

Address:

*87 Stanlake Road
London W12 7HQ*

**SIGNED as a deed by
GEORGE HULL**



In the presence of:

Witness Signature



Name:

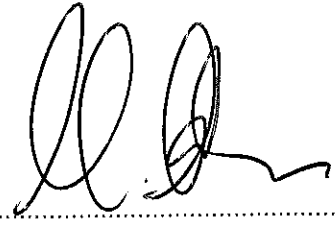
Tristan Hoffman

Address:

*87 Stanlake Road
London W12 7HQ*

SIGNED as a deed by
MICHAEL COHEN

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)
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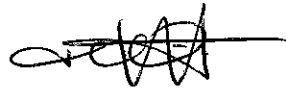


In the presence of:

Witness Signature

Name:

Address:

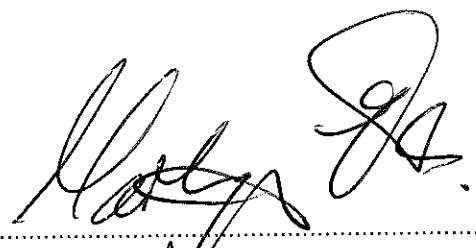


Mrs T Woolf
406 Roding Lane South
Woodford Green
IG8 8EY

4.

SIGNED as a deed by
MARTYN ELMES

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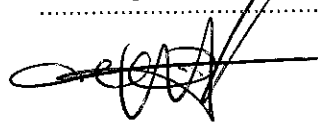


In the presence of:

Witness Signature

Name:

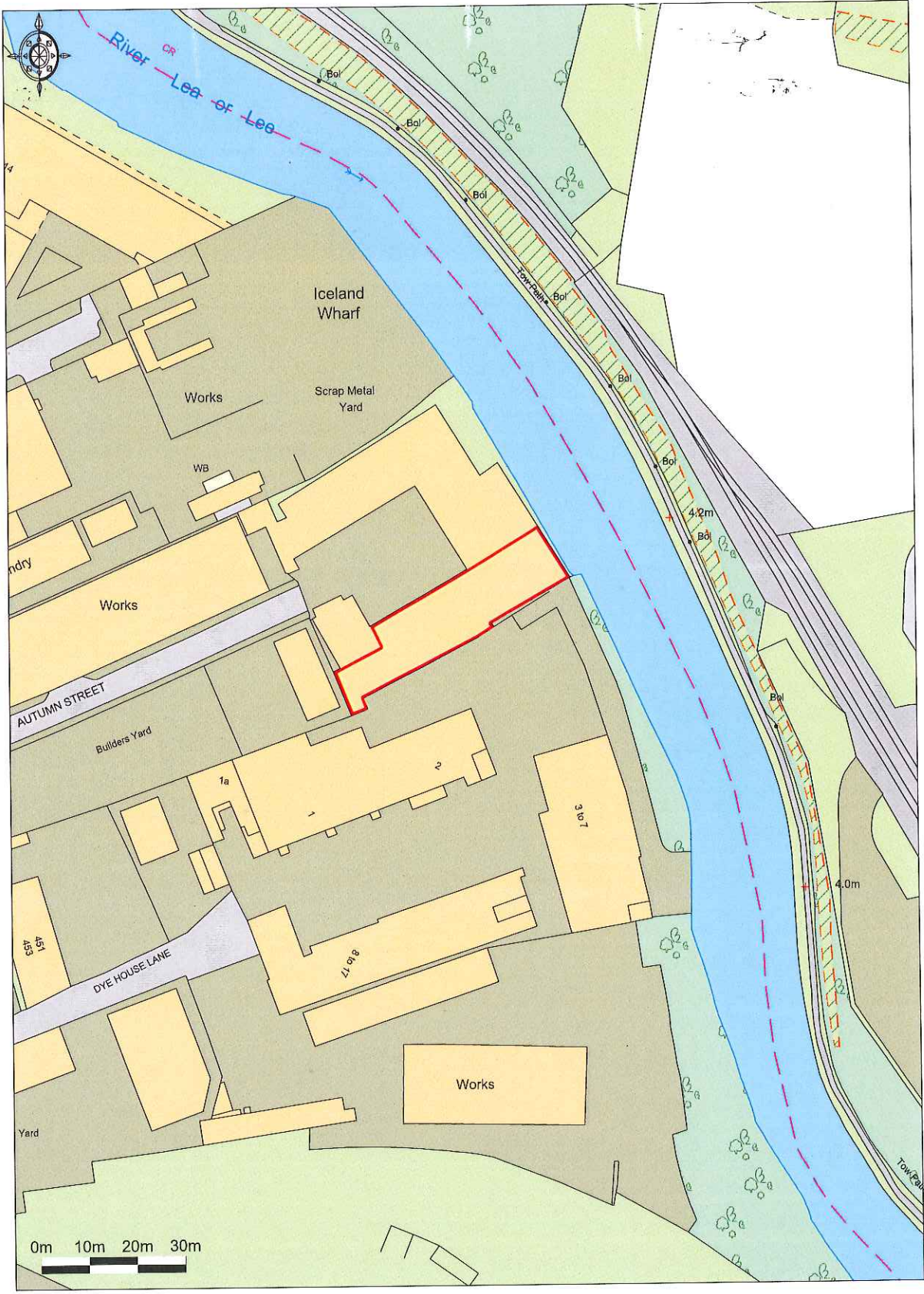
Address:



Mrs T Woolf
406 Roding Lane South
Woodford Green
IG8 8EY.

APPENDIX 1
PLAN SHOWING UNIT 3

GP ~~AS~~ High DA u.c. Hill MA.



Site Plan :
 Unit 3,
 39 Autumn Street,
 London



MONTAGU EVANS
 CHARTERED SURVEYORS

5 Bolton Street, London W1J 8BA
 Tel : 020-7493 4002
 Fax : 020-7312 7548
 www.montagu-evans.co.uk

Date : January 2014

Scale 1:1250@A4

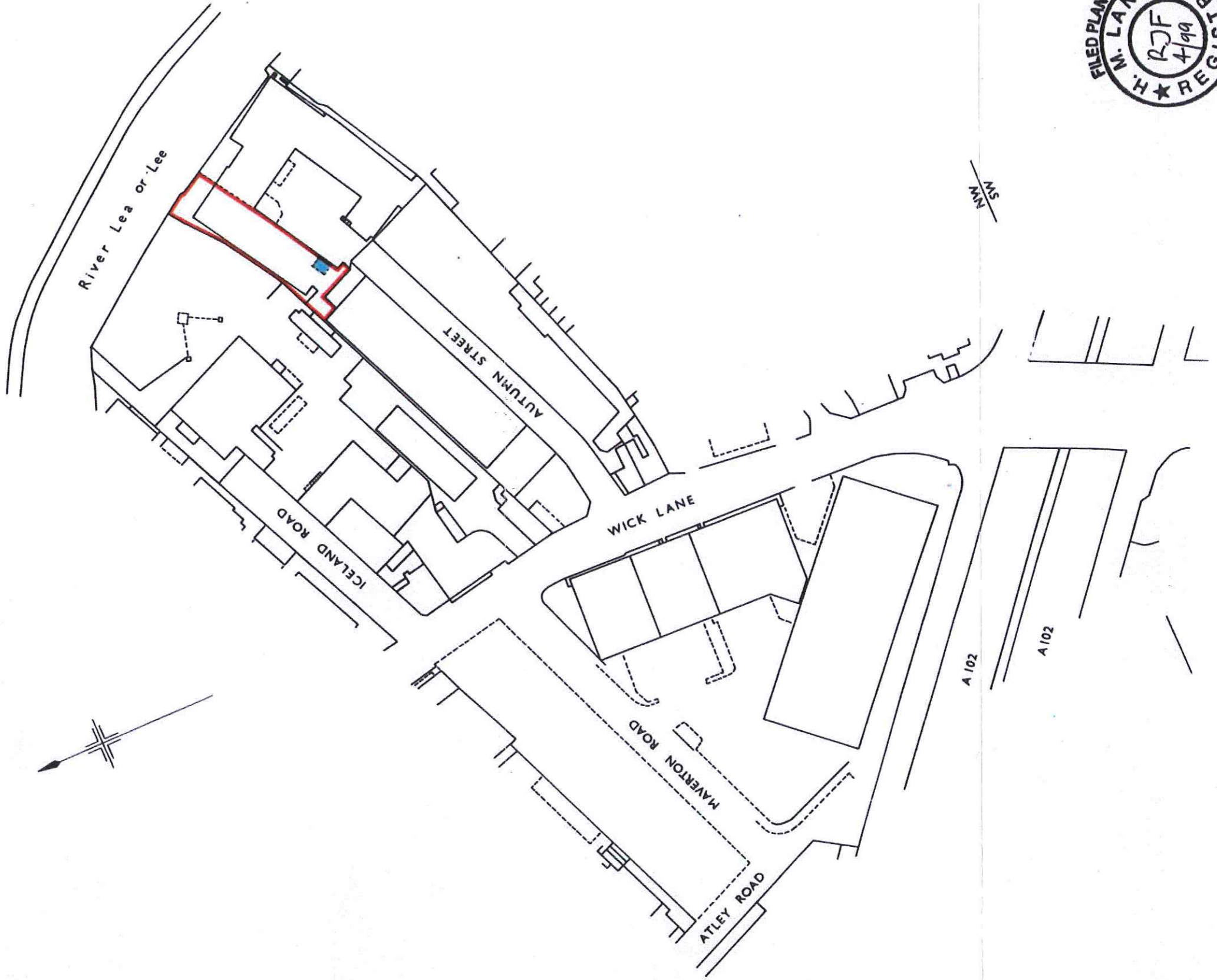
North

APPENDIX 2
PLAN SHOWING UNIT 1

Handwritten initials and a circled mark.

H.M. LAND REGISTRY		TITLE NUMBER	
		EGL 281487	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	NATIONAL GRID	SECTION
	GREATER LONDON	TQ 3783	F
Scale: 1/1250		© Crown copyright 1981	

BOROUGH OF TOWER HAMLETS



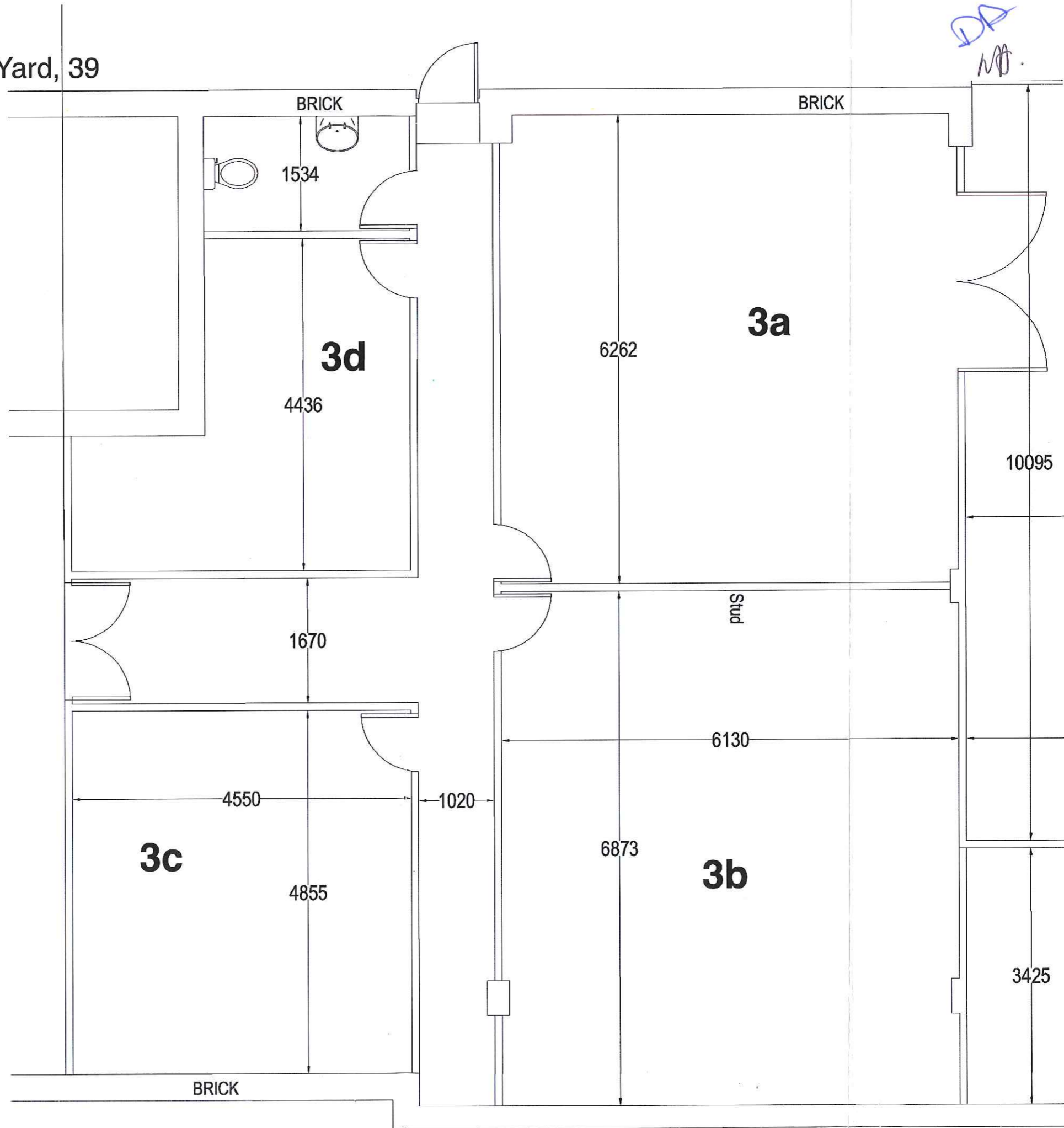
Handwritten notes and signatures in the top right corner, including 'D.A.', 'M.A.', and 'H.L.M.2'.

This official copy is incomplete without the preceding notes page.

APPENDIX 3
PLAN OF STUDIO SPACE

Workspace at Unit 3, Autumn Yard, 39
Autumn Street. E32TT

EXISTING GROUND FLOOR PLAN



DA
MA

M.S.
Date

1/5/17
AS

APPENDIX 4
DRAFT PLANNING PERMISSION

CHANGE OF USE 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

Autumn Street Ltd
Unit 3, 39 Autumn Street
LONDON
E3 2TT

Agent

Simon Marks
Montagu Evans LLP
5 Bolton Street
London
W1J 8BA

Part I - Particulars of Application

Date of Application: 02-Apr-2014

Application No: 14/00123/COU

Proposal: Retrospective change of use from General Industry (Class B2) to multi functional floorspace for the creative industries (Sui Generis) consisting of offices, studios, light industry, general industry and events, exhibition and performance space.

Location: Unit 3, 39, Autumn Street, LONDON, E3 2TT

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 **CHANGE OF USE HAS BEEN APPROVED** for the application 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:

Approvals in Writing

1. Any application or submission for any approval pursuant to these conditions shall be made in writing to the Local Planning Authority.

Reason: To ensure that a proper record is kept.

Approved Plans

2. Unless minor variations are 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 drawings: Site Plan and Drawing No. 1 Revision A and the submitted documents and description of the development contained in the application and any other plans, drawings,

documents, details, schemes or strategies which may have been approved by the Local Planning Authority pursuant to this condition.

All works shall be retained in accordance with the approved details.

Reason: To ensure that the development is undertaken in accordance with the approved drawing(s), and to protect the local amenity with regard to Policies 7.4 of the London Plan. The development is acceptable on the basis of the particulars contained within the application and this condition seeks to ensure the development is undertaken in strict accordance with those details as approved.

Event Use - Hours of Operation

3. The Event Use hereby permitted shall not be carried on within the premises other than on an Event Day;

Other than on Extended Event Days, the Event Use hereby permitted shall not be carried out other than between the hours of 09:00 and 23:30;

On Extended Event Days only, the Event Use hereby permitted may be carried out during but shall not extend beyond the Extended Event Day Hours;

In any calendar week there shall be no more than two consecutive Extended Event Days; and

The Event Use hereby permitted shall not be carried out within the premises other than in accordance with a Management Plan which has been submitted to and approved in writing by the LPA pursuant to this permission.

No Customers or members of the public shall remain within the ground floor multi functional space hereby approved outside these hours.

Reason: To enable the Local Planning Authority to retain control in the interests of residential amenity.

Mechanical Ventilation

4. By 31st January 2015 full details of any mechanical ventilation or other plant shall be submitted to and approved by the Local Planning Authority. Details should include full specifications of all filtration, deodorising systems, noise output and termination points, as well as scale plans of the appearance of the external vent. Particular consideration should be given to the potential high level discharge of kitchen extract air/the discharge of toxic or odoriferous extract air where a high level of discharge is usually essential. The approved scheme shall be completed prior to occupation of the development and shall be permanently maintained throughout the period during which any of the workspaces are used for hot food preparation purposes. Reference shall be had to Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems published by DEFRA (www.defra.gov.uk/environment/noise/research/kitchenexhaust/index.htm).

Reason: To protect the amenity of neighbouring properties

Cycle Storage

5. By 31st January 2015 cycle storage shall be made available within the site of a type and in a location previously submitted to and agreed in writing by the Local Planning Authority; thereafter such provision shall be made permanently available for use.

Reason: In the interests of providing a wide range of facilities for non-motor car visitors, in the interests of sustainability.

(Personal Permission)

6. The use hereby permitted shall be carried on and or managed only by Alex Benson and or George Hull. When the premises cease to be carried on and or managed by Alex Benson and or George Hull, the use hereby permitted shall cease and all materials and equipment brought on to the premises in connection with the use shall be removed.

Reason: To ensure the development is appropriately managed in the interest of amenity

7. Notwithstanding the submitted details hereby approved, by 31st March 2015 the premises shall be fitted with an accessible ramp the details of which including sample details of the materials to be used in its construction shall have been submitted to and approved in writing by the Local Planning Authority and thereafter the development shall be retained and constructed with the approved materials.

Reason: To ensure that the appearance of the proposed development will harmonise with the character of the surrounding area

Noise - Residential Properties

8. The $L_{Aeq,5}$ min level measured 1 metre outside a window to a habitable room or any residential development, with entertainment in place, shall show no increase when compared with the representative level measured from the same position, under the same conditions and during a comparable period with no entertainment in place.

The $L_{Aeq, 5min}$ level in the 63 Hz and 125 Hz octave band measured 1 meter outside a window to a habitable room, with entertainment taking place, shall show no increase when compared with the representative $L_{Aeq,5min}$ level in the 63 Hz and 125 Hz octave bands measured from the same position, under the same conditions and during a comparable period with no entertainment taking place.

Reason: In order to safeguard the amenities of nearby occupiers and to enable the Local Planning Authority to retain control in the interests of residential amenity.

Noise – Amplified and Live External Music

9. No amplified or live music shall be played on the external deck area hereby approved at any time.

Reason: In order to safeguard the amenities of nearby occupiers and to enable the Local Planning Authority to retain control in the interests of residential amenity.

External Deck – Doors

10. Ground Floor Doors shall be self-closing and remain closed, saved for access and egress, during the playing amplified music within the development hereby approved.

Reason: In order to safeguard the amenities of nearby occupiers and to enable the Local Planning Authority to retain control in the interests of residential amenity.

Restriction of noise from plant and equipment

11. The rating level of any noise generated by plant & equipment as part of the development shall be at least 5 dB below the pre-existing background level as determined by BS4142:1997-"Method of rating industrial noise affecting mixed residential and industrial areas".

Reason: To protect the amenities of local residents.

Use of Refuse and Recycling Facilities

12. Activities relating to the collection of refuse, waste, recyclables and the tipping of empty bottles into external receptacles, skips or vehicles shall only take place between 08.00 and 20.00 Monday to Friday and not at all on Saturdays, Sundays or Bank Holidays.

Reason: To safeguard the amenities of nearby occupiers.

Details of Refuse and Recycling Facilities

13. Before 31st January 2015 a Waste Management Plan shall be submitted and approved in writing by the Local Planning Authority setting out details of the location and size of refuse storage (including recycling storage) and the proposed collection arrangements, shall be submitted to and approved by the Local Planning Authority.

No open storage or display of goods, refuse, waste and recyclables shall take place on any open area of the site without the prior written approval of a final Waste Management Plan by the Local Planning Authority.

The approved refuse storage and collection arrangements shall thereafter be retained in accordance with the approved details.

Reason: To ensure sufficient waste storage is provided for the use to be implemented.

Signage and Advertising

14. Notwithstanding the provisions of the Town and Country Planning (Control of Advertisements) Regulations 2007, no signs or advertisements shall be erected within the application site, without the prior written approval of the Local Planning Authority.

Reason: To provide control over the size and design of signage and advertisements.

Details of Final Appearance

15. Before 31st January 2015 final details of the design and appearance of any signage, lighting scheme for the development, including the location of external lights and lux levels, CCTV scheme for the development, car parking, cycle parking, bin spaces shall be submitted to and approved by the Local Planning Authority.

The development shall be completed in accordance with the approved details and thereafter retained for the duration of this planning permission.

Reason: In the interests of visual amenity and the character of the area.

Management Plan

16. Before 1 November 2014, a Management Plan for the period 1 November 2014 to 31 January 2014 shall be submitted to and approved in writing by the LPA. Management Plans for each subsequent calendar year shall be submitted to and approved in writing by the LPA no later than 31 December in the year preceding the calendar year to which the Management Plan relates. The details of any approved Management Plan may be varied with the written approval of the Local Planning Authority.

The site shall be operated in accordance with the approved management plan and update management plan.

Reason: To ensure the Management of the uses are reviewed and updated as appropriate in the interests of amenity.

Travel Plan

17. Before the 1st November 2015 a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority and shall comply with TfL 'Travel Planning for new development in London', have clear commitments to measures, including investigation of potential additional measures, an action plan and set out a clear process for review, consultation and approval of changes (and specifically targets) with the Local Planning Authority and shall:

- Have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRBUTE';
- Contain measures aimed at: Positively influencing the travel behaviour of users of the site by promoting alternative travel modes to the car including initiatives to reduce reliance on the car for staff;
- Encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise;
- Set out how Monitoring Travel Surveys will be undertaken which cover all employees at the site;
- Upon approval by the Local Planning Authority the Travel Plan shall be implemented, monitored and reviewed in accordance with the approved details and recommendations.

Reason: In the interests of neighbour amenity, promoting sustainable travel modes, provide parking management across the development in the interest of highway safety and to limit on-street parking.

INFORMATIVES:

1. **Mayor of London's Community Infrastructure Levy (CIL)** - This application will attract a charge under the Mayor of London's CIL (in view of the vacant nature of the unit and it being in excess of 100m²), which in the London Borough of Tower Hamlet is a flat rate charge of £35 per square metre of internal floorspace.

For more information on the Mayor of London's CIL please see www.london.gov.uk/publication/mayoral-community-infrastructure-levy. To view the CIL regulations and for more information on CIL in general please see the Communities and Local Government CIL webpage on www.communities.gov.uk/planningandbuilding/planningsystem/communityinfrastructurelevy. Be advised that if you wish to make a claim for relief this needs to be made before the development is commenced, please see the Claiming Exemption or Relief Form also on the Planning Portal. You are also required to notify the London Borough of Newham prior to commencement of the development, please see the Commencement Notice Form also on the Planning Portal. There are penalty surcharges in the CIL regulations if no one assumes liability and a Commencement Notice is not submitted to Newham Council. It is an offence for a person to knowingly or recklessly supply information which is false or misleading in a material respect to a collecting or charging authority in response to a requirement under the Community Infrastructure Levy Regulations (2010) as amended (regulation 110, SI 2010/948). A person guilty of an offence under this regulation may face unlimited fines, two years imprisonment, or both.

2. For the avoidance of doubt, condition 3 does not prevent consecutive Extended Event Days, where the third Extended Event Day is a Bank Holiday Monday.

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.