

Dated

2021

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

—and—

**THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES  
AND LOCAL GOVERNMENT**


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**DEED OF AGREEMENT**

made under Section 106 of the Town and Country  
Planning Act 1990 Section 111 of the Local Government Act 1972 Section 2 of the Local  
Government Act 2000 and Section 16 of the Greater London Council  
(General Powers) Act 1974 Section 278 of the Highways Act 1980  
and all other enabling powers relating to land at Chancel House, Neasden Lane, London  
NW10

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Planning application reference no. **19/2804**

  
Legal Services  
The Chief Executive's Department  
London Borough of Brent  
Brent Civic Centre  
Engineers Way  
Wembley  
Middlesex HA9 0FJ

**Ref 11204/SS**

**THIS DEED OF AGREEMENT** is made the                      day of                      two thousand and twenty one

**BETWEEN**

**THE MAYOR AND THE BURGESSES OF THE LONDON BOROUGH OF BRENT** of Brent Civic Centre Engineers Way Wembley Middlesex HA9 0FJ ('the **Council**') of the first part; and

**THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL GOVERNMENT** of 4th Floor, Fry Building, 2 Marsham Street, London SW1P 4DF ('the **Owner**') of the second part; and

**RECITALS:**

- (A) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) (the "1990 Act") for the area within which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- (B) On 7 August 2019 the Council received the Planning Application and on 10 June 2020 the Council's Planning Application Committee resolved to grant the Planning Permission subject to conditions and the completion of this Deed.
- (C) The Owner is the registered freehold proprietor of the Land, which is registered with HM Land Registry under title number NGL245667.
- (D) The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act.
- (E) The Council is the highway authority for the purposes of the 1980 Act.
- (F) The Council is satisfied that the restrictions and provisions contained in this Deed are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

**NOW THIS DEED WITNESSETH** as follows:

## **1.1 Definitions**

IN this Deed the following words and expressions shall have the following meanings:-

<b>'the 1980 Act'</b>	the Highways Act 1980
<b>'the 1990 Act'</b>	the Town and Country Planning Act 1990
<b>'Completion'</b>	the date upon which the certificate of Practical Completion has been issued or otherwise the date upon which the construction of the shell and core of the buildings comprised in the Development within a wind and watertight envelope with staircase and lift shafts (if applicable) in situ and services provided for each floor has been completed.
<b>'Development'</b>	the development of the Land permitted by the Planning Permission
<b>'Index'</b>	the All Items Index of Retail Prices published by the Office for National Statistics or any replacement thereof
<b>'Interest Rate'</b>	four percent (4%) above the Bank of England base rate
<b>'Land'</b>	the area of land known as Chancel House, Neasden Lane, London NW10 shown outlined in red on the Plan and registered with HM Land Registry under title number NGL245667
<b>'Material Operation'</b>	a material operation as defined in Section 56(4) of the 1990 Act in relation to the Development <b>Save That</b> for the purposes of this Deed the term shall not include demolition, surveys, site clearance, works of archaeological or ground investigation or remediation, piling, piling caps and ground beams, the erection of fencing or hoardings, the provision of security measures or lighting, the erection of temporary buildings or structures associated with the Development, the laying removal or diversion of services, the provision of construction compounds
<b>'Material Start'</b>	commencement of development pursuant to the Planning Permission by the carrying out of any Material Operation (and Materially Started shall be construed accordingly)

<b>‘Occupation’</b>	occupation for the purposes of the Development but does not include occupation for the purposes of fitting out, decoration, staff training or site security (and “Occupy” and “Occupying” shall be construed accordingly)
<b>‘Plan’</b>	the plan annexed hereto
<b>‘Planning Application’</b>	the application for planning permission received by the Council on 7 August 2019 and allocated reference number <b>19/2804</b> brief details of which include the demolition of existing buildings and construction of a secondary school with sixth-form arranged in a 5 storey building incorporating a multi-use games area (MUGA) at roof level and incidental works to include landscaping, play-areas, means of enclosure, access and car and cycle parking
<b>‘Planning Permission’</b>	planning permission issued pursuant to the Planning Application
<b>‘Practical Completion’</b>	the issue of a certificate of practical completion pursuant to a building contract or contracts in respect of the relevant part of the Development or such part thereof as may be specified in the relevant certificate and 'Practically Completed' will be interpreted accordingly
<b>‘Section 73 Permission’</b>	a planning permission granted pursuant to section 73 of the 1990 Act to vary or release conditions to which the Planning Permission is subject
<b>‘TfL’</b>	Transport for London
<b>‘Working Day’</b>	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

## **2. Interpretation**

- 2.1. Reference in this Deed to a clause, paragraph, recital, schedule or plan means a clause, paragraph, recital, schedule or plan in (or in the case of a Plan, attached to) this Deed.
- 2.2. Clause headings shall not affect the interpretation of this deed.
- 2.3. In this Deed where the context so admits:
  - 2.3.1. words importing one gender shall include all other genders; and
  - 2.3.2. words importing the singular shall include the plural and vice versa.







- 2.4. Any references to any particular statute include any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it.
- 2.5. Where under this Deed (save for clause 10.1) any notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed.
- 2.6. References in this Deed to the Owner shall include reference to its successors in title and persons claiming an interest through or under it.
- 2.7. References in this Deed to the Council shall include any successor to the Council as local planning authority.
- 2.8. All references in this Deed to the identification of the Land or parts thereof by colour delineations or colourings on the Plan shall be for the purposes of identification only.
- 2.9. An obligation on the Owner not to do something includes an obligation not to allow that thing to be done.

### **3. Section 106 Agreement**

- 3.1. This Deed is made pursuant to:
  - 3.1.1 Section 106 of the 1990 Act;
  - 3.1.2 Section 111 of the Local Government Act 1972;
  - 3.1.3 Section 16 of the Greater London Council (General Powers) Act 1974 (only in respect of any provision of this Deed which does not constitute a planning obligation under Section 106 of the 1990 Act);
  - 3.1.4 Section 1 of the Localism Act 2011 (only in respect of any provision of this Deed which does not constitute a planning obligation under Section 106 of the 1990 Act);
  - 3.1.5 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (only in respect of any provisions of this Deed which does not constitute a planning obligation under Section 106 of the 1990 Act);
  - 3.1.6 Section 2 of the Local Government Act 2000; and
  - 3.1.7 Section 278 of the 1980 Act.
- 3.2. The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.

#### **4. Planning Obligations**

THE obligations herein on the part of the Owner are planning obligations for the purposes of Section 106 of the 1990 Act. This Deed is made pursuant to the 1990 Act and both the positive and restrictive covenants and undertakings herein on the part of the Owner pursuant to Section 106(3)(h) or otherwise are entered into with the intent that the same shall be enforceable as provided herein by the Council without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner a freehold or leasehold or other such interest or estate in the Land or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the freehold or leasehold or other such interest or estate for the time being held by that person.

#### **5. Entry into Force**

5.1. This Deed will come into effect on the date hereof save as follows:

- 5.1.1. schedule 1 (paragraph 1) and schedule 6 (paragraph 1) which will come into effect on the date of the Planning Permission; and
- 5.1.2. schedules 2, 3, 4 (paragraphs 2 – 6), 5 and 6 (paragraphs 2 – 8) which will come into effect on the carrying out of any Material Operation

5.2. This Deed shall cease to have effect, if (insofar only as it has not already been complied with) the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by statutory procedure or expires prior to the undertaking of any Material Operation.

#### **6. Owner Covenants**

6.1. THE Owner covenants with the Council:-

- 6.1.1. on the date hereof to pay the Council's reasonable and properly incurred planning costs of £1,925 (one thousand, nine hundred and twenty five pounds) incurred in respect of the preparation and completion of this Deed;
- 6.1.2. on the date hereof to pay the Council £5,220 (five thousand, two hundred and twenty pounds) for the monitoring and/or enforcing of the performance of the Owner's obligations under this Deed;
- 6.1.3. on the date hereof to pay the Council's reasonable and properly incurred legal costs
- 6.1.4. to fulfil the obligations on its part contained in the Schedules hereto; and
- 6.1.5. to act reasonably and in good faith in the fulfilment of the obligations in this Deed;

#### **7. Ownership**

- 7.1. The Owner warrants that no person other than the Owner has any legal or equitable interest in the Land

7.2. Until all of the obligations contained in this Deed have been discharged by the Council, the Owner covenants to provide the Council with details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Land including:

7.2.1. the name and address of the person to whom the disposition was made; and

7.2.2. the nature and extent of the interest disposed of.

## **8. Indexation**

8.1. Where any financial contribution in this Deed is to be “Indexed” then the amount of the contribution after application of the Index shall be calculated according to the formula:

Amount after indexation =  $A \times B/C$

Where:

A = the amount to be varied;

B = the Index at the date at which the amount is due to be paid; and

C = the Index as at the 10 June 2020.

8.2. All financial contributions payable by the Owner under this Deed shall be Indexed unless otherwise stated.

## **9. Interest**

9.1. The Owner covenants to pay interest at the Interest Rate on any payment which is paid late under this Deed for the period from the date on which the payment fell due until the date on which the payment is actually made.

## **10. Section 73 Permissions**

10.1. If the Council grants a Section 73 Permission or if a Section 73 Permission is granted following any appeal under Section 78 of the 1990 Act, any such Section 73 Permission shall be deemed to be granted subject to the covenants and provisions of this Deed and to apply in equal terms to it (and for the avoidance of doubt, the definition of Planning Permission and Development shall be assumed to include reference to any development in respect of the Land permitted by any planning permission granted pursuant to an application made under section 73 of the 1990 Act) save where the Council in its determination of an application for a Section 73 Permission indicates that consequential amendments are required to this Deed to reflect the impact of the application of a Section 73 Permission and in such circumstances a separate deed pursuant to Section 106 and/or Section 106A of the 1990 Act will be required to secure relevant planning obligations relating to the Section 73 Permission (and for the avoidance of doubt, it shall be at the Council's absolute discretion to determine whether a new supplemental deed is required).

## **11. Dispute Resolution**



- 11.1. The Owner and the Council hereby agree that any differences and questions which arise between the parties in connection with the interpretation of this Deed shall be referred for determination by an expert in accordance with the following provisions:-
- 11.1.1. where such dispute relates to the construction of this or any other agreement or document it shall be referred to a solicitor or barrister agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Law Society; and
  - 11.1.2. in any reference to an independent person under this clause such person shall, unless the parties otherwise agree shall act as an expert and not as an arbitrator; and
  - 11.1.3. the parties shall be entitled to make representations in accordance with such timetable as the expert shall direct; and
  - 11.1.4. the determination of the expert will be final and binding on the parties save for manifest error; and
  - 11.1.5. the expert's costs will be borne in such proportions as he may direct failing which each party will bear its own costs of the reference and determination and one half each of the expert's costs.

**12. IT IS HEREBY AGREED and DECLARED that:**

**12.1. Miscellaneous agreements and declarations**

- (a) nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as a Local Authority and its rights, powers, duties and obligations under all public and private statutes, by-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed;
- (b) if any provision or part of any provision in this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions or parts of provisions hereof shall not, in any way, be deemed thereby to be affected or impaired;

**Local land charge provisions**

- (c) this Deed is a local land charge and shall be registered as such by the Council;

**Covenants by more than one owner**

- (d) covenants made hereunder:-
  - (i) if made by more than one person as joint owners of the Land or a defined part of it are made jointly and severally; and
  - (ii) are to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Land; and
  - (iii) insofar as different parts of the Land are owned by different persons and the term 'the Owner' consequently comprises more than one

person each person who is an owner covenants with the Council and with one another to co-operate insofar as they are able to ensure that the covenants herein expressed to be made on behalf of the 'the Owner' are fulfilled as expeditiously as possible;

### **Limit of Liability**

- (e) the provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under the Owner in respect of the Land or part of the Land (but so that no person shall be liable to the Council for any breach of the provisions hereof committed after such person has parted with all of its interest in the Land) except for antecedent breaches;
- (f) [unused]
- (g) nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted (whether or not on appeal) after the date of this Deed.
- (h) this Deed shall not be enforceable against any statutory undertaker or person who acquires any part of the Land or any interest therein for the purpose of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

### **English law applicable**

- (i) the construction validity and performance of this Deed shall be governed by English law;

### **Contracts (Rights of Third Parties) Act 1999**

- (j) a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed;

### **Service of notices**

- (k) all notices served pursuant to this Deed shall be in writing and shall be deemed duly served if delivered or sent:-
  - (i) in the case of any notice to be served on the Owner c/o Suzie Willis, Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT; and
  - (ii) in the case of any notice to be served on the Council to the Council at London Borough of Brent, Brent Civic Centre, Engineers Way HA9 0FJ to be marked for the "Attention of the Section 106 Monitoring & Compliance Officer, Planning Services" or by electronic mail to S106admin@brent.gov.uk

### **Waivers not to be of a continuing nature**

- (l) no waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the

Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner;

**No fetter on Discretion**

- (m) nothing in this Deed shall be taken to be or shall operate to fetter or prejudice the Council's statutory rights powers discretions and responsibilities (save where legally or equitably permitted).

**13. Agreements and Declarations**

13.1. The parties agree that:

- 13.1.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- 13.1.2. nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.



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

THE **COMMON SEAL** of )  
THE **MAYOR AND BURGESSES OF THE** )  
LONDON BOROUGH OF BRENT )  
was affixed to this DEED )  
in the presence of )

Authorised Signatory

Seal Number

Executed as a Deed by the **SECRETARY  
OF STATE FOR HOUSING,  
COMMUNITIES AND LOCAL  
GOVERNMENT**

The Corporate Seal of the Secretary of State  
for Housing Communities and Local  
Government hereunto affixed and  
authenticated in the presence of:

Authorised signatory:

## **SCHEDULE ONE**

### **MATERIAL START**

1. The Owner shall give the Council at least twenty (20) Working Days' notice in writing of its intention to undertake a Material Operation
2. The Owner shall not undertake any Material Operation without giving the Council the notice referred to in paragraph 1 of this Schedule

## SCHEDULE TWO

### BUS SERVICES CONTRIBUTIONS

The following definitions apply in this Schedule:

Academic Year	one of the Relevant Academic Years
AM Period	the period between 07:45 to 08:15 (Monday to Friday inclusive)
BUSTO System	an aggregated passenger loading tool with results derived from Oyster Card data
Excess Load	where the Combined Passenger Numbers exceed 70
BUSTO Patronage Data	<p>a completed table or spreadsheet showing data derived from the BUSTO System and showing for each Route identified in the Adjusted School Bus Patronage Data:</p> <ul style="list-style-type: none"> <li>a) the names of the bus stops on the Route;</li> <li>b) the following information provided by the School as part of the School Data Submission based on the Adjusted School Bus Patronage Data or, if no School Data Submission was made, TfL's estimate based data derived from the BUSTO System and information submitted with the Planning Application: <ul style="list-style-type: none"> <li>i) the number of school pupils boarding or alighting at each stop;</li> <li>ii) the number of school pupils on the bus at each stop;</li> <li>iii) Maximum School Loading for the Route</li> </ul> </li> <li>c) the following data derived from the BUSTO System taken from November in the latest Academic Year being average (mean) use (excluding Saturdays and Sundays): <ul style="list-style-type: none"> <li>i) the number of Non-School Passengers on the bus at each stop;</li> <li>ii) the Combined Passenger Numbers at each stop;</li> <li>iii) whether the Combined Passenger Numbers at any stop gives rise to an Excess Load</li> </ul> </li> </ul> <p>and to be presented in the form contained in Annex B. Note that Annex B contains a worked example to demonstrate how the table will work in practice.</p>
Bus Services Contribution	<p>a contribution towards the Bus Service Contribution Purposes calculated in accordance with the following method:</p> <ul style="list-style-type: none"> <li>(a) the amount of the Bus Service Contribution payable for any Academic Year will be the total of the sums due in respect of each Route where there is an Excess Load calculated in accordance with ((b) and ((c) less any sum referred to in ((d) to ((g)</li> <li>(b) where there is an Excess Load for a Route during only one Period the sum of £60,000 will be payable in respect of that Route.</li> <li>(c) where there is an Excess Load for a Route during both Periods the sum of £75,000 will be payable in respect of that Route</li> <li>(d) if alternative funding sources have been secured for relevant Periods and Routes for the next Academic</li> </ul>



	<p>Year the amount of that funding must be deducted from the Bus Service Contribution.</p> <p>(e) if alternative funding sources were available for the previous Academic Year but were not deducted from the Bus Service Contribution paid, then this shall be offset against the payment for the current Academic Year</p> <p>(f) if fares will be charged to pupils of the School for relevant Periods and Routes for the next Academic Year the predicted level of income from those fares must be deducted from the Bus Service Contribution such calculation to take into account the School Patronage Multiplier</p> <p>(g) if fares were charged to pupils of the School for relevant Periods and Routes during the previous Academic Year but were not deducted from the Bus Service Contribution paid, then this shall be offset against the payment for the current Academic Year</p> <p>(h) if the total fare revenue from a Route during a Period has increased in the preceding Academic Year the amount of the increase must be deducted from the Bus Service Contribution for the Current Academic Year</p>
Bus Service Contribution Purposes	the provision of additional bus services during Periods on Routes where BUSTO Patronage Data demonstrates that there is an Excess Load to mitigate the effects of the School
Bus Services Contribution Demand	<p>a demand in writing from TfL to the Council including the following information:</p> <p>a) BUSTO Patronage Data</p> <p>b) the Routes and Periods where there is projected to be an Excess Load</p> <p>c) details of any Bus Services Contribution due to TfL (calculated in accordance with the method set out in the definition of "Bus Services Contribution") including the following details:</p> <p>i) the relevant Routes to which the contribution relates</p> <p>ii) the relevant Period(s) for each relevant Route</p> <p>iii) the amount payable for each Route</p> <p>iv) any deductions to be made due to the availability of alternative sources of funding or fares in accordance with paragraphs (d) to (h) of the definition of Bus Services Contribution</p> <p>v) the total contribution due.</p> <p>d) calculations and details of any funding sources or fares referred to in paragraph (c) iv) above.</p> <p>e) certification from the relevant TfL director confirming that the Bus Services Contribution Demand has been accurately calculated and reflects any additional funding and fares available to TfL (in accordance with ((d) to ((h) of the definition of Bus Services Contribution) and that TfL undertake to spend the contribution for the Bus Service Contribution Purposes</p>
Combined Passenger Numbers	a figure (calculated at each bus stop on a Route) in accordance with the following:

	<p>NSP + SP</p> <p>Where:</p> <p>NSP = the number of Non-School Passengers  SP = the number of pupils of the School on the bus at each stop (derived from the Adjusted School Patronage Data)</p>
Maximum Annual Contribution	the sum of one hundred and fifty thousand pounds (£150,000) being a payment of the Bus Services Contribution
Maximum School Loading	the maximum number of pupils of the School forecast by the School Survey to use the relevant Route during the relevant Period based on the Adjusted School Bus Patronage Data)
Non-School Passengers	the number of passengers on the bus at each stop according to data derived from the BUSTO System less the number of pupils of the School on the bus at each stop derived from the Actual School Patronage Data
Period	the AM Period or the PM Period
Periods	the AM Period and the PM Period
PM Period	the period between 15:00 to 16:00 (Monday to Friday inclusive)
Relevant Academic Years	the academic year before the first Occupation of the School and the next four academic years (after the Occupation of the School) including the academic year of the Occupation
Route	all bus routes used by students of the School which have a stop within 640 metres of the school
School	the school to be constructed and provided pursuant to the Development
School Bus Patronage Table	a completed table in the form contained in Annex A adjusted to apply the School Patronage Multiplier
Adjusted School Bus Patronage Data	<p>a completed table or spreadsheet showing data derived from the School Survey adjusted to apply the School Patronage Multiplier and showing for each Route used by pupils of the School:</p> <ul style="list-style-type: none"> <li>a) the names of the bus stops on the Route (in the order of the stops on the route);</li> <li>b) the number of pupils of the School boarding or alighting at each stop;</li> <li>c) the number of pupils of the School on the bus at each stop;</li> <li>d) Maximum School Loading for the Route</li> </ul> <p>in the form contained in Annex B data derived from the School Survey. Note that Annex B contains a worked example to demonstrate how the table will work in practice</p>
Actual School Bus Patronage Data	<p>a completed table or spreadsheet showing data derived from the School Survey (not adjusted to apply the School Patronage Multiplier) and showing for each Route used by pupils of the School:</p> <ul style="list-style-type: none"> <li>a) the names of the bus stops on the Route (in the order of the stops on the route);</li> <li>b) the number of pupils of the School boarding or alighting at each stop;</li> <li>c) the number of pupils of the School on the bus at each stop;</li> <li>d) Maximum School Loading for the Route</li> </ul>

	in the form contained in Annex B data derived from the School Survey. Note that Annex B contains a worked example to demonstrate how the table will work in practice
School Data Submission	the following written information: a) School places in the current Academic Year b) School places in the next Academic Year c) School Patronage Multiplier d) Actual School Bus Patronage Data e) Adjusted School Patronage Data f) School Bus Patronage Table
School Patronage Multiplier	a figure calculated in accordance with the following: $\frac{\text{NAY}}{\text{CAY}}$ where: NAY = The number of School places to be available in the next Academic Year CAY = The number of School places available at the School in the current Academic Year
School Survey	such a survey or surveys of pupils of the School as will allow the School to complete the School Data Submission

1. Subject to paragraph 2, this Schedule will operate during the Relevant Academic Years PROVIDED THAT the cessation of the operation of this Schedule shall be without prejudice to any sums due under this Schedule at that date.
2. This Schedule will cease to have effect upon the payment to the Council of the Bus Services Contribution of an aggregated total of £750,000.
3. The Owner shall procure that on or before 1 March in a Relevant Academic Year the School will:
  - 3.1. undertake the School Surveys; and
  - 3.2. submit the School Data Submission to the Council.
4. If the Council does not receive the School Data Submission by 1 March in a Relevant Academic Year:
  - 4.1. the Council will notify the School that the submission is due but has not been received;
  - 4.2. if the School Data Submission is not received within twenty-eight (28) days of the date of service of the notification under paragraph 4.1 then the Council will notify the School that the Maximum Annual Contribution is due;
  - 4.3. in the event that a notice is served under paragraph 4.2, the Owner covenants to pay (or procures that the School pays) the Bus Services Contribution (to the amount of the Maximum Annual Contribution) to the Council on the later of the following:
    - 4.3.1. three (3) months prior to the start of the next Academic Year; or
    - 4.3.2. upon the expiry of the twenty-eight (28) days period referred to in paragraph 4.2;



- 4.4. Where payment of the Bus Services Contribution is made under paragraph 4.3:
- 4.4.1. the Council will notify TfL that the contribution has been received within twenty-eight (28) days of receipt of the payment;
  - 4.4.2. subject to paragraph 4.4.3, the Council will pay part or all of the said Bus Services Contribution it received to TfL within fifty six (56) days of receipt of a Bus Services Contribution Demand (from TfL) and the said demand will also be provided to the School for their information;
  - 4.4.3. in the event that after twelve (12) months (of the date of payment of the Bus Services Contribution made under paragraph 4.3) any part of the said Bus Service Contribution has not been paid to TfL then the unexpended sum will be refunded to the School within fifty six (56) days.
5. If the Council receives the School Data Submission whether in accordance with paragraph 3 (above) or within the twenty-eight (28) days period referred to in paragraph 4.2 (above) following service of the notice pursuant to paragraph 4.1 (above), then:
- 5.1. the Council will provide the School Data Submission to TfL within twenty-eight (28) days of receipt;
  - 5.2. within twenty-eight (28) days of receipt of the Bus Services Contribution Demand from TfL, the Council will send the Bus Services Contribution Demand to the School;
  - 5.3. The Owner covenants to pay (or procure that the School pays) to the Council the Bus Services Contribution (less any apportionment (if any) as agreed by the Council pursuant to paragraph 6.3 below) specified in the Bus Services Contribution Demand on the later of the following:
    - 5.3.1. three (3) months prior to the start of the next Academic Year; or
    - 5.3.2. upon the expiry of the twenty-eight (28) days period referred to paragraph 5.2.
  - 5.4. Within fifty six (56) days of receipt of the Bus Services Contribution under paragraph 5.3 the Council will pay the monies received to TfL.
6. In the event that the School considers that TfL has incorrectly calculated the Bus Services Contribution:
- 6.1. the School may request in writing that the Council reviews the Bus Services Contribution Demand provided that such request is accompanied with sufficient details as the Council would reasonably require to ascertain whether or not there has been an error in the calculation of the Bus Services Contribution amount and such request is made no later than twenty eight (28) days of the date of the Bus Services Contribution Demand;
  - 6.2. in the event that the a request is made in accordance with paragraph 6.1, the Council shall use reasonable endeavours in consideration of the request and respond to the School no later than twenty-eight (28) days of the request (or such other later period of time as agreed between the Council and the School); and
  - 6.3. in the event that the Council concludes that there has been an error in the calculation of the Bus Services Contribution (in accordance with paragraph 6.2), the Council may request that TfL updates the Bus Services Contribution Demand and the difference between the original Bus Service Contribution Demand and the revised Bus Service Contribution Demand amount will be deducted from the Bus Services Contribution

due for the next Academic Year and (if necessary) the balance shall be deducted from the sum due in future Academic Years.


7. In the event that the Council concludes that there has been an error in the calculation of the Bus Services Contribution, the Council may request that TfL updates the Bus Services Contribution Demand and any deficit amount between the original Bus Service Contribution Demand and the revised Bus Service Contribution Demand amount, the Owner covenants to pay (or procure that the School pays) to the Council no later than twenty (20) Working Days upon the notification.

## ANNEX A

[illegible]

## **ANNEX B**

NORTH BRENT SCHOOL PUPIL DATA			TFL BUSTO DATA EXTRACTED FROM AVERAGE RIDERSHIP FIGURES FOR NOVEMBER YYYY			
Stop	No. boarding / alighting *	No. on bus	Capacity	Non-School Passengers	Combined Passenger Number	Excess Load
Ealing Broadway Stn / Haven Green Bus stop Z4	0	0	70	2	2	N/A
Eaton Rise Bus stop W	0	0	70	3	3	N/A
Amherst Road Bus stop SU	0	0	70	5	5	N/A
Mount Avenue Bus stop SV	2	2	70	10	12	N/A
Edgehill Road Bus stop SW	2	4	70	15	19	N/A
Kent Gardens Bus stop SX	1	5	70	27	32	N/A
Cleveland Road Bus stop AG	3	8	70	33	41	N/A
Scotch Common Bus stop AH	2	10	70	35	45	N/A
Ruislip Road East Bus stop AJ	1	11	70	36	47	N/A
Perivale Lane Bus stop B	0	11	70	40	51	N/A
Teignmouth Gardens Bus stop E	0	11	70	42	53	N/A
Dawlish Avenue Bus stop F	2	13	70	44	57	N/A
Perivale Station Bus stop G	3	16	70	48	64	N/A
Buckingham Avenue Bus stop N	2	18	70	48	66	N/A
Perivale Community Centre Bus stopH	1	19	70	49	68	N/A
Jubilee Road Bus stop J	3	22	70	45	67	N/A
Aintree Road Bus stop K	2	24	70	42	66	N/A
Lee Road Bus stop L	0	24	70	38	62	N/A
Brooklands Drive Bus stop M	2	26	70	37	63	N/A
Manor Farm Road Bus stop N	0	26	70	39	65	N/A
Alperton Sainsbury's Bus stop K	3	29	70	38	67	N/A
Alperton Station Bus stop B	0	29	70	36	65	N/A
Clayton Avenue Bus stop S	1	30	70	36	66	N/A
Eagle Road Bus stop N	0	30	70	39	69	N/A
Lyon Park Avenue Bus stop N	2	32	70	35	67	N/A
High Road Wembley Bus stop CV	1	33	70	35	68	N/A
Wembley Central Station Bus stop CN	0	33	70	34	67	N/A
Park Lane Bus stop CL	0	33	70	36	69	N/A
Wembley Hill Road Bus stop L	2	35	70	35	70	N/A
Balmoral Court Bus stop M	0	35	70	35	70	N/A
Manor Drive Bus stop B	0	35	70	34	69	N/A
Empire Way Bus stop J	1	36	70	34	70	N/A
Wembley Park Station Bus stop M	0	36	70	31	67	N/A
Lycee International / Kings Drive Bus stop BA	1	37	70	33	70	N/A
Blackbird Cross Bus stop BB	2	39	70	30	69	N/A
Blackbird Hill Bus stop BH	2	41	70	29	70	N/A
Quainton Street Bus stop BJ	1	42	70	28	70	N/A
Press Road Bus stop BK	0	42	70	24	66	N/A
Neasden Shopping Centre / Birse Crescent Bus stop FF	0	42	70	10	52	N/A
Prout Grove Bus stop DD	0	42	70	5	47	N/A
Neasden Station Bus stop AA	0	42	70	3	45	N/A
Wharton Close Bus stop S	-42	0	70	0	0	N/A
Route max loading		42				0

 \* Boarding = positive number  
Alighting = negative number

Capacity            70



## **SCHEDULE THREE**

### **TRAVEL PLANS**

The following definitions apply to this Schedule:

<b>‘the Travel Plan’</b>	a plan to manage the transport needs of staff, pupils and visitors to the Development so as to minimise car usage and promote alternative modes of transport which shall accord with the structure set out in the North Brent School Draft Travel Plan dated August 2019 that was submitted with the planning application
<b>‘the Travel Plan Co-ordinator’</b>	the person with the responsibility to co-ordinate implement manage and monitor the Travel Plan

### **Travel Plan**

1. The Owner covenants to designate a Travel Plan Co-ordinator and to submit the Travel Plan to the Council for approval in writing (such approval not to be unreasonably withheld or delayed) within six (6) months of the date of Occupation together details of the Travel Plan Co-ordinator.
2. The Owner covenants to implement and comply with the Travel Plan approved by the Council (or as amended by the Council).
3. The Owner covenants to enrol the Travel Plan with TfL under their STARS School Travel Plan accreditation system (or any replacement thereof) prior to Occupation of the Development and to retain enrolment within the STARS system (or any replacement thereof) for the lifetime of the Development.
4. In connection with any lettings, sub-lettings, contracts or any other form of agreement or arrangements for the occupancy use and for hire of the whole or any part of the Development the Owner shall notify users and any prospective users and/or other parties of the requirements of the Travel Plan and shall use reasonable endeavours to impose obligations that the Travel Plan shall be complied with and for the avoidance of doubt this shall be monitored and reported on to the Council within the annual report which will be required to be submitted under the terms of the Travel Plan.

## **SCHEDULE FOUR**

### **EMPLOYMENT AND TRAINING**

In this Schedule the following definitions apply:

<b>‘Employment and Training Plan’</b>	an employment and training plan setting out how the obligations in this Schedule will be met and including information about the provision of training, skills and employment initiatives for residents of the Borough relating to the construction phase of the Development
<b>‘Local People’</b>	persons whose principal or only home is in the Council’s administrative area and ‘Local Persons’ shall be construed accordingly

#### **Employment & Training Plan**

1. The Owner shall one month prior to the Material Start commission, prepare and gain approval (such approval not to be unreasonably withheld or delayed) from the Council for the Employment and Training Plan and once approved will implement or procure the implementation of the approved Employment and Training Plan throughout the construction phase of the Development
2. The Owner shall appoint a construction liaison officer to liaise with the contractors/sub-contractors and with officers of the Council in relation to the Employment and Training Plan during the construction phase of the Development
3. During the construction phase of the Development, the Owner shall offer an interview to any job applicant who is a Local Person Provided That they meet the minimum criteria for that particular job
4. The Owner shall use reasonable endeavours to achieve the following minimum ratios during construction of the Development:
  - (a) 1 in 10 of the projected number of construction jobs to be held by Local People; and
  - (b) for every 1 in 100 construction jobs to provide paid training for unemployed Local People or Local people school leaver for a 6 month period
5. The Owner shall from the Material Start and during the period of construction of the Development provide to the Council by the 5<sup>th</sup> day of each calendar month, written verification of the number of Local People who have been employed or provided with training during construction of the Development and in the event that the targets set out in paragraph 4 have not been complied with shall implement measures as soon as reasonably practicable with the aim of achieving such targets
6. The Owner covenants that prior to the Occupation of the Development (including any part thereof) it shall verify to the Council the number of Local People:

- (a) employed in construction of the Development (by the provision of documentation which may include copies of wage slips, not including financial data) and
- (b) who are unemployed or school leavers receiving training during construction of the Development (by the provision of documentation which may include school / college/ job centre letters and/or copies of wage slips not-including financial data)

## **SCHEDULE FIVE**

### **HIGHWAY WORKS**

The following definitions shall apply to this Schedule:

<b>'the Highways Plan'</b>	Drawing No 3220-1100-T021B annexed to this Deed, or such other revision or drawing as is agreed in writing with the Council
<b>'the Highway Works'</b>	<p>the works described in Part 2 to this Schedule and shown in principle on the Highways Plan; and</p> <p>(a) such other ancillary works as the Director may reasonably require</p> <p>(b) any accommodation works and</p> <p>(c) works which may as a consequence of the above be necessary to statutory undertakers and telecommunications apparatus and all other equipment under in or over the highway</p>

### **Part 1**

- 1 The Owner shall enter into an agreement with the Council under section 278 of the 1980 Act in relation to the Highway Works.
- 2 The Owner shall procure that the Highways Works are carried out (and completed at the Owner's expense) in accordance with the agreement under section 278 of the 1980 Act.
- 3 The Owner shall not Occupy the Development (or any part thereof) until the agreement under section 278 of the 1980 Act has been entered into for the completion of the Highway Works (at the Owner's expense) and a provisional certificate of completion for the Highway Works has been issued by the Council pursuant to that agreement (unless otherwise agreed by the Council).

### **PART 2**

1. Unless otherwise agreed by the Council in writing, the Owner covenants that the Highway Works to be undertaken within the area outlined on the Highway Plan shall comprise:
  - (a) the installation of a new 'Puffin' crossing on a raised speed table adjacent to the school's pedestrian entrance to include the removal of on street parking bays along the western side of Neasden Lane in general accordance with drawing 3220-1100-T021B;
  - (b) the provision of "SCHOOL KEEP CLEAR" markings on Neasden Lane in front of all main entrances to the school;
  - (c) the provision of advance school warning signs on Neasden Lane to the north and south of the school;
  - (d) the provision of guard railings in front of the school entrance;
  - (e) the alterations to the northernmost access to the site to provide 5 metre radius kerbs, tactile paving and a resurfaced crossover; and
  - (f) the removal of all existing redundant crossovers and reinstatement to footway with full height kerbs
  
2. The Owner covenants to carry out the Highways Works in accordance with a specification, detailed drawings and programme to be agreed with the Council under the section 278 agreement (of the 1980 Act) and which shall include the following elements of construction work:
  - (a) Site clearance including removal of trees, shrubs, bushes and fences
  - (b) Provision of adequate traffic management to allow for the highways works to be undertaken with minimal disruption to pedestrians and vehicular traffic
  - (c) The construction of new footways where required including all necessary edgings and the breaking out of all redundant areas of carriageway
  - (d) The provision and installation of new columns, lamps, lanterns and cabling where necessary and including any necessary modification to existing columns, lamps, lanterns and cabling
  - (e) The provision and installation of all necessary road signs, safety barriers and markings
  - (f) Any other ancillary or accommodation works or works to statutory undertakers' equipment deemed necessary by the Council in connection with the Highway Works.

## **SCHEDULE SIX**

### **SUSTAINABILITY, WATER AND ENERGY**

In this Schedule the following definitions apply:

<b>‘Carbon Offset Fund’</b>	the fund which shall be utilised by the Council towards the provision of measures for securing off-site CO <sub>2</sub> reduction elsewhere within the administrative area of the Council
<b>‘Carbon Offset Payment’</b>	the sum, if any, to be added to the Carbon Offset Fund being 100% of the Carbon Offset Payment calculated from the shortfall in meeting the on site Target Reduction at the time of submission of the Energy Assessment Review and calculated in accordance with the Carbon Offset Payment Formula
<b>‘Carbon Offset Payment Formula’</b>	<p>Carbon Offset Payment = <math>(T - R) \times Y \times Z</math> provided that the Carbon Offset Payment may be zero (or if negative shall be deemed to be zero) where:</p> <ul style="list-style-type: none"><li>(1) T is the Target Reduction.</li><li>(2) R is the reduction in the amount of carbon dioxide (expressed in tonnes of CO<sub>2</sub> per annum) which reflects the reduction in the Development’s annual carbon dioxide emissions (when compared to the annual carbon dioxide emissions if constructed in accordance with the Part L of the Building Regulations 2013) which it is calculated will be achieved by the implementation of carbon reduction measures in the Energy Assessment submitted to the Council pursuant to the Planning Application</li><li>(3) Y is the number of years for which the contribution is payable, being 30 years; and</li><li>(4) Z is the cost of carbon per tonne taken from the Mayor’s draft Sustainable Design and Construction SPG (paragraph 2.4.39) being £60 per tonne of carbon dioxide</li></ul>
<b>‘Energy Assessment’</b>	a document commissioned at the Owner’s expense and prepared by an independent assessor which explains how the Target Reduction (the London Plan targets for CO <sub>2</sub> reduction) will be met for the Development within the context of the energy hierarchy according the



Mayor's London Plan Policy SI 2 and the Mayor's Sustainable Design & Construction SPD [2014] as amended from time to time

**'Energy Assessment Review'**

a review of the Energy Assessment commissioned at the Owner's expense and prepared by an independent assessor on Practical Completion of the Development to demonstrate the as built construction is in accordance with the approved Energy Assessment

**'Target Emission Rates'**

the minimum energy performance requirement according to Part L of the Building Regulations 2013 for a new dwelling/building expressed in terms of the mass of CO<sub>2</sub> emitted per year per square metre of the total useful floor area of the building (kg/m<sup>2</sup>/year)

**'Target Reduction'**

the London Plan 2016 targets for CO<sub>2</sub> reduction, being a 35% (thirty five per cent) reduction of the Development's regulated non-domestic carbon emissions beyond the Target Emission Rates

1. The Owner shall not undertake any Material Operation unless and until the Energy Assessment has been submitted to and approved (in writing) by the Council.
2. Not later than two months after Practical Completion of the Development the Owner covenants to submit to the Council for its approval an Energy Assessment Review.
3. If the Energy Assessment Review shows that the Development does not achieve the Target Reduction and therefore a Carbon Offset Payment is calculated as being payable in accordance with the Carbon Offset Payment Formula, the Council shall notify the Owner in writing of the amount of the Carbon Offset Payment and the Owner covenants pay to the Council the Carbon Offset Final Payment within 20 Working Days of the date of the notification.
5. The Owner covenants to implement and comply with the measures in the approved Energy Assessment for the lifetime of the Development unless otherwise agreed in writing by the Council.
6. The Council shall be entitled to commission an Energy Assessment Review, and to recover from the Owner the costs reasonably and properly incurred in commissioning that Energy Review Assessment, in the event that an Energy Assessment Review:
  - (a) is not submitted by the Owner in accordance with paragraph 3 (of this schedule); or
  - (b) is submitted by the Owner but it is not agreed by the Council.

- 7 Unless otherwise stated, all standards referred to in this schedule are those applicable as at the date of this Deed.