

Wormwood Scrubs Charitable Trust Committee Agenda

Tuesday 12 July 2022 at 6.30 pm

This meeting will be held remotely

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MEMBERSHIP

Administration
Councillor Alexander Sanderson (Chair) Councillor Bora Kwon Councillor Dominic Stanton
Co-optees
Miriam Shea (TBC) Stephen Waley-Cohen (TBC)

CONTACT OFFICER: David Abbott
E-mail: David.Abbott@lbhf.gov.uk
Web: www.lbhf.gov.uk/committees

Date Issued: 04 July 2022
Amendment added: 07 July 2022

Wormwood Scrubs Charitable Trust Committee

Agenda - 12 July 2022

<u>Item</u>	<u>Pages</u>
1. ELECTION OF THE CHAIR AND VICE CHAIR	
2. APPOINTMENT OF CO-OPTED MEMBERS The Committee is asked to approve the appointment of Miriam Shea and Sir Stephen Waley-Cohen as non-voting co-opted members.	
3. APOLOGIES FOR ABSENCE	
4. DECLARATIONS OF INTEREST If a Councillor has a disclosable pecuniary interest in a particular item, whether or not it is entered in the Authority's register of interests, or any other significant interest which they consider should be declared in the public interest, they should declare the existence and, unless it is a sensitive interest as defined in the Member Code of Conduct, the nature of the interest at the commencement of the consideration of that item or as soon as it becomes apparent. At meetings where members of the public are allowed to be in attendance and speak, any Councillor with a disclosable pecuniary interest or other significant interest may also make representations, give evidence or answer questions about the matter. The Councillor must then withdraw immediately from the meeting before the matter is discussed and any vote taken. Where Members of the public are not allowed to be in attendance and speak, then the Councillor with a disclosable pecuniary interest should withdraw from the meeting whilst the matter is under consideration. Councillors who have declared other significant interests should also withdraw from the meeting if they consider their continued participation in the matter would not be reasonable in the circumstances and may give rise to a perception of a conflict of interest. Councillors are not obliged to withdraw from the meeting where a dispensation to that effect has been obtained from the Standards Committee.	
5. MINUTES OF THE PREVIOUS MEETING To approve the minutes of the previous meeting.	4 - 11
6. MANAGERS REPORT	12 - 47
6.1 AMENDMENT TO ITEM 6 MANAGERS REPORT Added 7 July 2022	48 - 67

7. EXCLUSION OF THE PUBLIC AND PRESS

Proposed resolution

The Committee is invited to resolve, under Section 100A (4) of the Local Government Act 1972, that the public and press be excluded from the meeting during the consideration of the following items of business, on the grounds that they contain the likely disclosure of exempt information, as defined in paragraph 3 of Schedule 12A of the said Act, and that the public interest in maintaining the exemption currently outweighs the public interest in disclosing the information.

8. MANAGERS REPORT - EXEMPT ELEMENTS

Wormwood Scrubs Charitable Trust Committee Minutes

Wednesday 9 March 2022

PRESENT

Committee members: Councillors Alexandra Sanderson (Chair) and Helen Rowbottom

Co-opted Members: Stephen Waley-Cohen and Miriam Shea

Advisors to the Trust: Stephen Hollingworth (Trust Manager), Carmen Lomotey, Neil Morrison

Amrita White (Clerk)

External:

Dr Miriam Burke, Shingai Chirimuuta and Simon Donovan (London Development Trust)

1. APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillor Belinda Donovan.

2. DECLARATIONS OF INTEREST

There were no declarations of interest

3. MINUTES OF THE LAST MEETING

Stephen Waley-Cohen (Co-opted Member) asked for an update to be provided on the action relating to the rental income to the Pony Centre and single-story parks depot. Steve Hollingworth noted that colleagues from Finance would be backdating all the income from 2016 and crediting the Trust. An update regarding the single-story depot would be brought to a future meeting.

Miriam Shea (Co-opted Member) asked for further clarification to be provided on the status of the lease for the hospital carpark. In response Steve Hollingworth explained that the arrangement with the hospital for the lease was on an ongoing basis, with a 3-month notice period clause by either party. The agreement also included an inflation escalator.

Stephen Waley-Cohen (Co-opted Member) asked requested a progress update on the Thames Valley Harriers (TVH) Clubhouse. In response Steve Hollingworth noted that TVH were continuing to review their plans and would like to invite Trustees to the Clubhouse to discuss the proposals in further detail.

Action: Steve Hollingworth

RESOLVED:

That the minutes of the meeting held on 15th December 2021 were approved.

4. MANAGER'S REPORT

HS2 Bill Alternative Mitigation – Master Plan

Steve Hollingworth, Advisor to the Trust, presented the report. A contract had been awarded to the London Development Trust (LDT) to carry out an in-depth public consultation and engagement on the Biodiversity Masterplan. LDT had considerable experience in community engagement, including projects concerned with the natural environment.

LDT gave a presentation on the consultation strategy and provided a summary of the following key points:

- The community consultation and engagement strategy for Wormwood Scrubs, was built on a previous consultation, which would form the framework for this work.
- An overview of the role of the Commission and LDT was provided.
- Four key areas of focus were identified. These were proactive biodiversity management, removing physical barriers, understanding excluded groups, and including institutions.
- Biodiversity was key to building resilient ecosystems and green spaces. This played a key role in urban areas.
- David Mooney, Director of Development at London Wildlife Trust, had expertise in developing strong public and community partnerships to transform London open spaces for people and wildlife.
- A summary of the methodology for the consultation process and target groups was provided. This outlined LDT's approach to the community engagement strategy around Wormwood Scrubs.
- LDT would continue to involve the community in informing decisions that influenced lives ensuring that different demographics in the area were represented.
- A summary of the next steps, key dates and the monitoring plan was provided.
- LDT would continue with research at the Scrubs and other sites across London.
- LDT would contact key stakeholder and survey users of the Scrubs. Followed by a consultation with David Mooney.

Members thanked LDT for their comprehensive presentation.

Miriam Shea (Co-opted Member) requested a copy of the presentation slides to publicise on the Friends of the Scrubs website and other social media platforms.

Action: Steve Hollingworth

Miriam Shea (Co-opted Member) asked for further clarification to be provided on the scope of the consultation questions. In response Miriam Burke (LDT) noted

that the consultation would reference the previous work that had already been carried out.

Councillor Helen Rowbottom enquired what methods were successful in reaching out to different groups of people. In response Shingai Chirimuuta (LDT) provided an overview of the various engagement methods used by LDT to target a range of different groups. For example, it was more challenging to encourage young people to participate in standard questionnaires, therefore LDT found that Vox Pops was a very useful tool in obtaining useful and meaningful information from these types of groups, allowing them to express themselves better.

In response to a question asked by Councillor Helen Rowbottom, Simon Donovan (LDT) explained that advice would be sought from Members regarding which groups to reach in relation to community feedback. It was noted that enhanced effort would be made during the consultation process to reach the more difficult groups if this was necessary.

Stephen Waley-Cohen (Co-opted Member) highlighted that a significant proportion of the users of the Scrubs lived in the neighbouring boroughs. Therefore, to ensure that the consultation was fully representative, he noted that it was vital to also reach members of the community outside of the borough as well as in Hammersmith and Fulham.

Ground Maintenance Contract update and work programme

Steve Hollingworth provided an update on the Ground Maintenance (GM) contract and work programme. It was noted that a new contract for GM at Wormwood Scrubs commenced on 1st February 2022 offering considerable improvements and increased sensitivity to ecological management.

A new post of Environment and Biodiversity Manager had been appointed. Kate McVay started work in mid-February and had been actively engaging with stakeholders and volunteers on ecological improvements to improve biodiversity at Wormwood Scrubs and act as Ambassador for the GM Contract. A meeting took place with representatives of the Friends of the Scrubs to discuss the work programme with Kate McVay.

A Learning resources hub would be provided as part of the new contract. A new residents satisfaction survey had also been launched and responses would be collected during March 2022.

Stephen Waley-Cohen (Co-opted Member) welcomed the appointment of an Environment and Biodiversity Manager, noting that this was a good addition to the Team as well as the new apprentice. He requested that a copy of the resident satisfaction survey be circulated to Co-opted Members so it could be publicised on the Friends of the Scrubs website and other social media platforms.

Action: Steve Hollingworth

HS2 Update

Steve Hollingworth provided an update and noted that HS2 had started the construction of the UTX site, the access road and the Stamford Brook Sewer site. He updated Members on the current progress and programme for the following key

areas, Stanford Brook Sewer including the haul route and UTX site. It was noted that HS2 had now served notice of compulsory purchase from 18th March on an area of Wormwood Scrubs open space, comprising an area of 14.04 square metres, adjacent to Old Oak Common Lane (OOCL) to accommodate the realignment of OOCL and footpath.

The Chair requested that going forward separate maps be provided by HS2 to show the areas which were part of the Trust land.

Action: Steve Hollingworth

Miriam Shea (Co-opted Member) noted that HS2 would need to be closely monitored for noise pollution, during the period when the UTX tunnelling works commenced. In response the Chair explained that Officers recognised the importance of monitoring the works and had requested additional vibration monitors to be put in place during this period.

Stephen Waley-Cohen (Co-opted Member) endorsed the need to monitor HS2 closely during the tunnelling works. He noted that it was essential for the Trust to have a written guarantee in place to ensure that the land would be returned by HS2 upon the completion of the works.

Play equipment Braybrook Street

Steve Hollingworth noted that an application for funding for the supply and installation of play equipment at the Braybrook Street play area had been successful. The total cost of the original project was £92,231, consisting of the grant funding of £69,173, with match funding of £18,604 (originally thought to be provided as officer time) and administration costs of £4,454. The total contribution by the Trust towards the project was a total of £28,058.

The Committee unanimously agreed this recommendation.

Hedge Laying

Steve Hollingworth provided an update and noted that funding was secured from HS2, to contract Groundwork to lead hedge laying by volunteers on the Scrubs. The Friends of the Scrubs organised volunteers for 6 sessions with approximately 12 volunteers at each and have done an excellent job.

Due to the bird nesting season this work had now stopped and can recommence in the Autumn. A further quote would be obtained from Groundwork to complete the remainder of the hedge. HS2 had been approached but were unable to continue to fund this work and therefore the Trust would need to consider if it wished to fund this work to completion. A quote would be presented at the next meeting.

The Chair enquired whether the signage had been put in place and if the hedges had been trimmed. Steve Hollingworth confirmed that signage and ropes for bird nesting had been implemented. He confirmed that the width of the hedges would be reduced by 1 metre in the Autumn.

Miriam Shea (Co-opted Member) suggested that it might be useful for Kate McVay.

(Environment and Biodiversity Manager) and the new apprentice study a course in hedge laying to enhance their skills set. In response Steve Hollingworth noted that this was a good suggestion and would take this forward in the near future.

Grounds Maintenance and Site Management Update

Footpath surfacing

Steve Hollingworth noted that sandy loam continued to be spread along several well-trodden routes as a trial to mitigate for the wet conditions on the Scrubs. A two-metre path was also being maintained along the SBS hoarding as an alternative route.

Meadow signage

It was noted that the signs requesting people to restrict their access to the meadow areas had been asked to be reinstated before the birds start to nest. In addition, ropes and pegs had also been requested to be installed to encourage people to only use the west of the meadow.

Tree Planting

It was noted that 250 small trees (whips) were planted in the eastern and north-eastern woodland during December 2021 and 53 standard trees would be planted around in February, and early March to diversify the canopy.

Bulb Planting

It was noted that 2,000 bulbs were planted in November and December 2021 along the eastern woodland path by two groups of volunteers. One was the Dementia Group; the other was Friends of the Scrubs volunteers led by Emma Ranson.

Miriam Shea (Co-opted Member) noted that it would be useful to include some additional signage to explain the hedge laying section.

Action: Steve Hollingworth

Traffic management

Steve Hollingworth provided an update and noted that several attempts had been made to repair or replace the current defunct traffic management system and a budget of £63,131 was agreed by the Trust on 8th December 2021 based on an estimate from a security firm for a system of rising bollards to replace this.

Two Quotes had been received for the traffic management system via the Councils E-procurement system. However, both prices were in excess of the agreed budget of £63,131. Evaluation of the quotes was 60% quality based on the method statement provided by the supplier and 40% price. Both method statements had been assessed as good. The Council was confident that the suppliers understood the proposal and had assurance that the work would be delivered to a good standard.

Officers recommended that quote 2 was accepted. It was within 10% of the budget and included additional bollards not foreseen within that budget.

The Committee unanimously agreed this recommendation.

Weekend Parking Charges

Steve Hollingworth noted that the introduction of weekend parking charges had now been implemented. The implementation trial would be monitored to ensure there was not significant displacement into residential areas.

Events

Steve Hollingworth commented that an 'Adult Sports Day' was planned for 11th September, with around 2,000 attendees, involving in team sports. The focus would be on the sport with some food concessions also present. The organisers successfully held a similar, event in Fulham in 2021, which was well received and organised.

Miriam Shea (Co-opted Member) asked for further clarification to be provided on the rate for the event. In response Steve Hollingworth noted that the rate charged for the event was £1500 and this was based on the sports pitches.

The Chair requested that the cost for the event be reviewed, and a breakdown be provided to include food concessions. She felt that the cost was low, considering the increased number of footfall this would generate in the area.

Councillor Helen Rowbottom noted that it would be useful for the breakdown to also include the costs for litter clearance post event. In response Steve Hollingworth noted that further discussions could be held with the event company to negotiate a higher fee and review future scheme charges.

The Committee unanimously delegated authority to the Assistant Director Leisure, Sport & Culture in consultation with the Chair to approve the event planned for 2022, subject to receiving further information in relation to associated costs for the event.

Kensington Academy Licence Extension

Steve noted that Kensington Academy requested a further extension to their licence to occupy land on Wormwood Scrubs. A copy of the agreed form of the licence for a further 1-year extension from 13/7/2021 at £26,523 (exclusive of VAT) per calendar month was included as part of Appendix 1. Due to the value of the licence, this required formal approval of the Trust.

The Committee unanimously agreed this recommendation.

Recruitment

Trust Manager

Steve noted that a second advert had now been prepared to go out for a Trust Manager following changes to the job description and person to make the position more outward focussed, with the successful candidates having a real interest in the ecology of the Scrubs.

Wormwood Scrubs Development Manager (responsible for the Master Plan)

It was noted that applications had been received for this position following the retirement of Heather Marsh, with interviews planned later this month.

Community Safety

Neil Morrison, Advisor to the Trust provided an update and noted that from 16th December 2021 to 26th February 2022, Officers had reported 308 various interactions. The Law Enforcement Team (LET) Officers had engaged with residents, visitors, dog walkers, hospital workers, event organisers, public gym users, stakeholders and facility users.

LET Officers also responded to a report of a tent in the western copse. After several visits, it was determined that the tent was unoccupied, so removal was arranged by Idverde.

Walkabout with the Friends of the Scrubs was arranged for 10th January. 3 x LET Officers attended to discuss the ongoing issues and the upkeep of the Scrubs. Unfortunately, Stephen Waley-Cohen was the only Friend of Scrubs member available on the day.

Miriam Shea (Co-opted Member) asked for further clarification to be provided in relation to the enforcement powers to fine professional dog walkers who were in breach of their licence conditions or did not hold a valid licence. In response Neil Morrison explained that details of the person would be passed on to the Parks Team for further investigation and action.

Neil Morrison noted that a phone line number as well as a contact email was now available for the LET. This would also be updated on the local signage.

Stephen Waley-Cohen (Co-opted Member) thanked the LET for the considerable progress that had been made since the last meeting. He commented that he had noticed large groups of people with more than four dogs on the Scrubs and enquired if the licence for dog walkers could be amended, to further restrict how many dogs could be walked at one time. In response, Steve Hollingworth explained that if this remained an issue, Officers could investigate this further and request a change to the terms of the licence. A proposal would be brought to the next meeting.

Action: Steve Hollingworth

The Chair asked for further clarification to be provided on a request to consider a dog show. In response Stephen Waley-Cohen (Co-opted Member) noted that this would be organised by the Friends of the Scrubs in conjunction with an animal welfare charity called Mayhew to inform and educate both individual and professional dog walkers around dog management. Any profits would be shared between the two charities and the show would be free to attend. Ben Novak (Friends of The Scrubs) was keen to discuss this further with Officers and the Chair.

Action: Steve Hollingworth/Chair/ Ben Novak

It was noted that, should a decision be required, the Chair as an appointed Agent of the Trust was authorised to make decisions between Committee meetings between £20,000 and £100,000. Any decisions taken outside of the Committee meetings would be circulated to members and reported to the next meeting.

Financial Forecast 2021/22

Carmen Lomotey, Advisor to the Trust noted that the current forecast (as at 28th February 2022) was a surplus of £44,428, which was £158,104 better than budget. The main reasons for this were increased income; reduced grounds maintenance costs; and delayed project manager recruitment. The 2021/22 income budget was set at £991,433. The current forecast, at £1,019,186, contributed £27,753 to the overall favourable budget variance.

Financial Budget 2022/2023

Carmen Lomotey provided an overview and noted that the proposal was for a 2022/23 net income budget of £250,697. This was significantly higher than recent years mainly due to contractual changes. The proposed 2022/23 income budget was £1,053,026. This was £61,593 more than the 2021/22 revised budget and £33,840 more than the current 2021/22 forecast. The proposed 2022/23 expenditure budget was £802,329. Expenditure was planned as far as possible, with priority being given to essential works.

The Committee unanimously agreed this recommendation.

Trust Funds

It was noted that subject to 2021/22 audit, general unrestricted income funds at the end of 2021/22 were now projected at £982,806. Assuming the proposed budget was approved these funds would increase to £1,233,503 and £1,545,352 at the end of 2023/23 and 2023/24, respectively.

RESOLVED:

That the Committee:

- Approved match funding for the play area grant
- Approved the acceptance of quote 2 for traffic management
- Delegated authority to the Assistant Director Leisure, Sport & Culture in consultation with the Chair to approve the event planned for 2022, subject to receiving further information in relation to associated costs for the event.
- Approved the licence extension for The Kensington Academy
- Approve the 2022/23 Budget
- Noted all other matters in the report.

Meeting started: 19:06pm

Meeting ended: 21:07pm

Chair

Clerk: Amrita White
E-mail: amrita.gill@lbhf.gov.uk

Agenda Item 6

MANAGERS REPORT

12th July 2022

Report to Wormwood Scrubs Charitable Trust Committee

Report Author:

Stephen Hollingworth, Advisor to the Trust

Contact Details:

Stephen.Hollingworth@lbhf.gov.uk

Executive Summary and Decisions Sought

The Committee is asked to:

1. Approve the easement agreement with Thames Water for the Stamford Brook Sewer.
2. To approve the ordering of 180 tonnes of sandy loam at a cost of £10,500 to maintain paths over the autumn and winter period.
3. Approve a further £4,700 for the traffic management scheme on Scrubs Lane.
4. Approve the licence extension for The Kensington Aldridge Academy.
5. To approve the re-appointment of MHA Macintyre Hudson as the Trust's external auditor for the financial year 2021-22 as set out in section 13
6. Note all other matters in the report.

Committee to Note

1. HS2 update

Stamford Brewer Sewer (SBS) and haul route

- Construction is behind schedule; therefore, work will now not be completed until the autumn, with reinstatement planned for December 2022/ January 2023.
- As a result, Planning Permission for the alternative access road will require an extension of 6 months to February 2023. An application has been submitted to the OPDC for consideration.

UTX site

- Construction of shafts and the pipe jack works is continuing. The work is planned to be completed by October this year. The compound will be retained for future utility diversion works.
- The utility diversion works through the UTX are planned to take place between circa. May-23 to Apr-24.
- Full delivery of the station into service is anticipated circa. late-2029.

Easement for the SBS

Following completion of the alteration to the SBS on Scrubs land, Thames Water require the granting of an easement in respect of the sewer. The agreement is included in Appendix 1 for approval.

The easement grants Thames Water the right to inspect, reconstruct, replace, line, relay, alter, maintain, cleanse, repair and manage the sewer on the easement land.

The Trust as the grantor, must not construct any structures or plant or permit the planting of trees, hedges or shrubs on easement land and not to cover or obscure any manhole cover or chamber. The conditions of the easement will need to be considered when implementing the Biodiversity Master Plan.

Committee to Approve

2. Play equipment Braybrook Street

Following the successful application for funding of £69,173 for new play equipment on Braybrook Street, it was agreed at the last meeting that the Trust would match fund this to the value of £28,058 to fund additional equipment, including a trampoline requested following further consultation with stakeholders.

The funder has now approved the monitoring and evaluation plan for the scheme. This will include a yearlong online survey asking users for their feedback on the improvements and how it has met the funding requirements. In addition, a survey will be conducted with pupils at Old Oak School to ask for their feedback on the improvements.

The next stages are:

○ Preparation of Project documents	Complete
○ Invitation to Tender	17 th of June
○ Tender returns	8 th July
○ Evaluation of tenders	by end July
○ Award procedure	August
○ Public announcement of Project	August
○ Start on Site	Late August

The Council and Trust may however wish to extend the deadline for submissions if there is shown to be limited interest. However, it is hoped that work can begin on site by late summer – subject to a successful tender and favourable lead in times.

Committee to Note

3. Improvements to Entrances

The Old Oak and Park Royal Development Corporation (OPDC) has secured grant funding from Round 1 of the Mayor of London's Good Growth Fund to deliver several projects within the Old Oak area. Officers have successfully applied to the OPDC for £110,000 of this funding to support greater use of the Scrubs by improving three of its entrances (including level access, planting, signage, new/improved footpaths, seating, etc.).

The OPDC grant will complement the HS2 funding as it can be used to fund infrastructure items such as path improvements and benches, whereas the HS2 funding cannot.

Officers will develop proposals for three entrances in consultation with LDT who are leading a community consultation and engagement, and with LUC who are developing the ecological proposals. Plans will be brought back to the next committee for consideration.

The entrances proposed are:

- the northeast corner of the Scrubs from Scrubs Lane,

- the southwest corner from Wulfstan Street/Braybrook Street
- and the entrance opposite Old Oak primary school into the play area.

As a requirement of the funding, the project must be completed this financial year (end March 2023)

Committee to Note

4. Hedge Laying

Following the successful hedge laying by volunteers led by Groundwork earlier this year, we are now organising Groundwork to train up Idverde staff and volunteers to be able lead this work themselves, in time to carry out further hedge laying in the autumn.

Committee to Note

5. Grounds Maintenance and site management update

Footpath surfacing

Sandy loam is proposed to be ordered so it can continue to be spread along several well-trodden routes in early autumn to keep paths accessible throughout the winter again this year. The order is for 120 m³ i.e., approximately 180 tonnes at a cost of £10,500. Wood chippings and mulch will also be spread by the contractor and volunteers to the woodland footpaths and along the path around the SBS depot. A 1.5 metre path will be maintained along the SBS hoarding, until it is removed, and it will continue afterwards as an alternative route after the restoration, to protect the restored land.

Meadow signage

Signage and ropes and pegs were installed to encourage people to only use the west of the meadow during bird nesting season this year. However, many of the signs were removed and the ropes taken down on a regular basis. Therefore, more robust permanent signs may be required to be installed that cannot be removed ahead of next year's nesting season. Quotations will be obtained for this purpose.

Committee to Approve

6. Dog Control

This summer, the council will be going out to consultation, with regards to a Public Space Protection Order (PSPO) in relation to Responsible Dog Ownership. This will be to consult on the whole borough as well as restrictions within certain locations. Maps of specific areas where restrictions may be brought in will be provided and a list of the prohibitions and a draft of the full PSPO will be included in the consultation.

H&F will be consulting on the following:

- A 'dog exclusion' order, which would enable authorised officers to stop dogs from entering certain areas including children's playgrounds, sports courts, multi-use games areas, marked pitches where games are in-play and dog free areas in parks. Areas of dog exclusion for the Scrubs would be the play areas, fenced sports areas (the stadium, the

MUGA and the BMX track) as well as the meadow area as shown in red on map below for the protection of ground nesting birds.

- A 'dogs on leads' order, which would enable authorised officers to stop people from exercising dogs off-leads in certain areas, such as wildlife conservation areas and cemeteries. Areas requiring dogs to be on a lead for the Scrubs would be the wooded areas where we operate forest schools and outdoor Gyms as shown in orange on map below. This is for the protection of children and wildlife in forest school areas and reduce concerns of gym users of unrestrained dogs.
- A 'dogs on leads by direction' order, which would enable authorised officers the power to request that dogs be put on leads in certain areas where they are not under the appropriate control of their owner, or where they are causing damage or acting aggressively. This would apply to all parks and open spaces including the whole of the Scrubs.
- A "specified maximum" order, which would enable authorised officers to request that the maximum number of dogs that can be walked at any one time is 4 per person. This would apply to all parks and open spaces including the whole of the Scrubs.
- A "licensing" order, this would enable authorised officers to ask dog walkers whether it is their profession and if it is, to ask to see their license. This would apply to all parks and open spaces including the whole of the Scrubs.
- A "dog fouling" order which would enable authorised officers to fine those that do not clean up after their dog. This would apply to all parks and open spaces including the whole of the Scrubs.
- A "clean-up bag" order, this would enable authorised officers to ask dog walkers to produce a clean-up bag which would be used to remove the faeces from the land on request. This would apply to all parks and open spaces including the whole of the Scrubs.

Map showing proposed dog exclusion and dogs on leads areas.



Committee to Note

Traffic management from Scrubs Lane

The best tender of £69,264.67 was received for this project and would provide a vehicle barrier from Scrubs Lane onto the Scrubs. This includes three rising bollards to prevent unauthorised vehicle access and a further four bollards prevent hostile vehicles from trying to access around the side. Access would be by an intercom or a key fob which would be provided to those who needed access, i.e., Idverde, the stables and the stadium.

The supplier has come back with a request to increase prices by £3,162.66 (4.5%), due to a worldwide increase in the price of steel and hence the supply price of these bollards.

This is considered a reasonable request and we are exploring with the procurement team how this can be achieved within the procurement rules without the need to retender. The revised price would still be the best price received.

The supplier has also recommended some additional kerbing which would help secure the apparatus from accidental vehicle damage and we also need to make provision for the cost of key fobs to be provided to users. We anticipate this would add another £1,500 to the project.

Recommendation

That additional costs of £4,700 are approved by the committee to allow these works to proceed this summer.

Committee to Approve

7. HS2 Bill Alternative Ecological Mitigation -Master Plan

LDT have started the consultation and have received results from over 200 completed questionnaires to date. 1000 flyers are being delivered to residential properties around the Scrubs over the last week and large banners are being erected on the Scrubs encouraging residents to complete the questionnaire and attend two workshops on the 14th and 16th of July. The questionnaire return date is now 22nd of July and a full report will be presented to the Committee on the 7th of September.

8. Weekend Parking charges

Infrastructure changes to update signage on the parking payment machines are still to be completed. However, there is now a clear programme of when the charges will come into force, as outlined in table 1. below. The implementation will be monitored to ensure there is not significant displacement into residential areas.

Table 1. Weekend Parking Timescales

Hammersmith Hospital Car Park Programme	
Action	Date Completed
Site Surveys	Week commencing 20 June 2022
Draft Order and works order	Week commencing 27 June 2022
Notice of Proposal	6 July 2022
Notice of Making	27 July 2022
Traffic Order operational	3 August 2022
RingGo, ticket machines and signs changed	3 August 2022
First weekend of parking controls	9 August 2022

Committee to Note

9. Events

Music Festival

Event organiser, Slammin Events, have approached officers of the council to see if the Trust would consider hosting a music event on the Scrubs over a weekend in the summer of 2023.

Slammin Events have organised music events for over 20 years, staging over 25 each year across the UK and are therefore very experienced.

Slammin have several electronic music festivals that can be used for an event on the Scrubs. These events normally attract compliant crowds aged 25-35 and have been staged in other London parks in the recent past, so feedback from both the local communities as well as the licensing authorities can be obtained. Slammin would be happy to supply references from any of the local authorities they have worked with, as well as from statutory authorities such as the Metropolitan Police and NHS.

They would like to present their proposals to the Committee in September if this would be of interest.

Dog Show

This will be a Dog show on 31st July - to include various dog competitions organised by residents who are looking for sponsorship and volunteers to help at the event. there will also be a small food and drink offering at the event.

The show will be an opportunity to discuss the proposed dog PSPO and responsible dog ownership.

Committee to Approve

10. Recruitment

Trust Manager

Following successful interviews in May of this year, a conditional offer has now been made to a candidate to take up the position of Trust Manager. A further update will be provided at the committee.

Wormwood Scrubs Development Manager (responsible for the Master Plan)

Following interviews an appointment has been made and Vicki Able will be starting in the role of Wormwood Scrubs Development Manager on Monday the 8th of August.

Committee to Note

11. Law Enforcement team Update.

A report from the Law Enforcement Team (LET) is provided in a separate report, supplied as Appendix 2. and will be presented by LET Officer, Neil Morrison.

Committee to Note.

12. Kensington Aldridge Academy (KAA) lease

KAA has asked for a new licence of consent for continued occupancy of the Wormwood Scrubs parade ground, to commence on 13.7.2022 for a further year on the same terms. KAA has secured Planning Permission on 16th June for a further 3 years and has also secured permission from the MoD for a further year. The current monthly rent is £27,527 plus VAT. It is recommended that the extension be approved and that the negotiation on an uplift in the rental value be delegated to the Chair and the Trust Manager.

Committee to Approve.

13. Audit and Accounts

It is recommended that the Trust re-appoint MHA Macintyre Hudson as external auditor for the financial year 2021-22. The proposed audit-fee for 2020-21 is £9,950 + VAT.

Committee to Approve.

14. Financial Outturn 2021/22

The financial outturn for Wormwood Scrubs Charitable Trust (“the Trust”) for 2021/22 is summarised below (subject to Audit) and is detailed in Annexe 1.

Activity	Outturn 2018/19	Outturn 2019/20	Outturn 2020/21	Budget 2021/22	Forecast 2021/22	Variance	Movement Between Years		Comments	Last Reported	Movement
							Budget	Forecast			
Pay and Display Meters & Cashless Parking	(351,834)	(324,945)	(212,757)	(300,000)	(312,739)	(12,739)	-41%	-47%	The budget is 92.3% of the 2019/20 outturn. Outturn is £12,739 better than budget, which is 47% better than the 2020/21 outturn	(315,853)	3,113
Hammersmith Hospital Car Park Licence	(337,229)	(346,995)	(353,547)	(360,619)	(362,466)	(1,847)	-2%	-3%	2021/22: £Q1 - Q3 @ £89,274.75 plus forecasted Q4 @ £94,643.39 (signed agreement)	(362,466)	0
Other income from activities for generating funds	(371,078)	(322,073)	(331,286)	(330,814)	(404,224)	(73,410)	0%	-22%	KAA Income (£327,096 - new agreement); Network Rail Compound Licence (£25,000); Pony Centre Income (£41,703); UKPN rent (£3446); Filming income (£5335); and investment income (£1,644)	(340,867)	(63,357)
Total Income and endowments	(1,060,141)	(994,013)	(897,590)	(991,433)	(1,079,429)	(87,996)	-10%	-20%		(1,019,186)	(60,243)
Grounds Maintenance	719,895	738,368	769,767	774,859	702,216	(72,643)	1%	-9%	Grounds Maintenance cost: £679,842 plus apportioned governance cost: £22,507	700,697	1,520
Contribution to Linford Christie Stadium	32,356	84,205	63,174	63,510	63,524	14	1%	1%	Fixed annual cost of £31,500; £30,000 (two year additional contribution for repair and maintenance of changing rooms); plus £2,036 governance costs.	63,483	41
Other Expenditure	80,945	24,235	15,209	191,741	211,172	19,431	1161%	1288%	£204,443 maintenance & equipment: (£41,240 Non-routine maintenance, £103,320 Asbestos removal, £32,703 roadway improvements, £23,051 Depot wall demolition; £2,179 Defibrillator and signs, £1,950 bird and bat boxes) plus £6,768 governance costs	210,578	594
Trust Manager - Strategic Governance Review implementation	0	0	0	75,000	0	(75,000)	100%	100%	Manager is now forecasted to start in 2022/23 due job description revision	0	0
Total Expenditure	833,196	846,808	848,151	1,105,109	976,912	(128,197)	30%	15%		974,758	2,154
Net (income)/expenditure	(226,944)	(147,206)	(49,439)	113,676	(102,517)	(216,193)	330%	-107%		(44,428)	(58,089)

The 2021/22 outturn was a surplus of £102,517 (subject to audit), which is £58,089 better than the last forecast (£44,428 surplus per 9th March 2022 report). This outturn is £216,193 better than the 2021/22 budget. The overall surplus was largely due to increased income, reduced grounds maintenance costs, and delayed project manager recruitment. The improved surplus (£58,089) includes the income from the Network Rail compound licence (£25,000) and backdated Pony Centre income (£31,578).

The Trust’s audited opening unrestricted income funds balance for 2021/22 was £938,377. Subject to audit, this 2021/22 outturn means that £1,040,894 general unrestricted income

funds will be carried forward to 2022/23. The Trust's closing funds for 2021/22 are, therefore, estimated at £6,040,895 when £5,000,001 fixed asset funds are added.

Trust Funds

Given the 2021/22 outturn and 2022/23 budget, total Charity Trust funds are estimated to increase as shown below.

Balance Sheet at end of Year							
	Outturn 2018/19	Outturn 2019/20	Outturn 2020/21	Approved Budget 2021/22	Unaudited Outturn 2021/22	Approved Budget 2022/23	Forecast 2023/24
Tangible Assets	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001
Cash at bank	753,688	630,800	684,358	970,426	1,040,894	1,291,591	1,605,440
Creditors	(11,500)	(52,131)	(46,258)	0	0	0	0
Debtors	0	310,723	300,277	0	0	0	0
Net Assets	5,742,189	5,889,393	5,938,378	5,970,427	6,040,895	6,291,592	6,605,441
Fixed Assets funds	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001
Unrestricted Income Funds	742,188	889,392	938,377	970,426	1,040,894	1,291,591	1,605,440
Total Charity Funds	5,742,189	5,889,393	5,938,378	5,970,427	6,040,895	6,291,592	6,605,441

Subject to 2021/22 audit and assuming the future outturn matches budget, Trust funds will increase to at least £1,291,591 and £1,605,440 at the end of 2023/23 and 2023/24, respectively.

Committee to Note.

15. Financial Forecast 2022/23

The financial forecast for Wormwood Scrubs Charitable Trust ("the Trust") for 2022/23 is summarised below and is detailed in Annexe 1. Financial transactions for the 2022/23 financial year to date are set out in Annexe 2.

The budget for 2022/23 was agreed with an anticipated net income outturn of £250,697. The current forecast is slightly better than this, at £256,256. This £5559 positive variance results from the change in the rate of the Kensington Aldridge Academy (KAA) licence fee.

Any future proposals that are agreed will be incorporated in future forecasts, as necessary.

Activity	Outturn	Outturn	Outturn	Outturn	Outturn	Budget	Forecast	Variance	Movement Between Years		Comments
	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2022/23		Budget	Forecast	
Pay and Display Meters & Cashless Parking	(259,674)	(351,834)	(324,945)	(212,757)	(312,739)	(324,945)	(324,945)	(0)	-4%	-4%	The budget is set at the 2020/21 Outturn
Hammersmith Hospital Car Park Licence	(324,619)	(337,229)	(346,995)	(353,547)	(362,466)	(381,413)	(381,413)	0	-5%	-5%	2022/23: EQ1 - Q3 (signed agreement) @ £94,643.37 plus forecasted Q4 @ £97,482.67
Other income from activities for generating funds	(488,002)	(371,078)	(322,073)	(331,286)	(404,224)	(346,668)	(352,227)	(5,559)	14%	13%	KAA Income (£330,564); Pony Centre Income (£10,125); UKPN rent (£3446); Filming income (£6,000); and investment income (£2,092)
Total Income and endowments	(1,072,295)	(1,060,141)	(994,013)	(897,590)	(1,079,429)	(1,053,026)	(1,058,585)	(5,559)	2%	2%	
Grounds Maintenance	706,909	719,895	738,368	769,767	702,216	430,764	430,764	(0)	-39%	-39%	Grounds Maintenance cost (£315,731), Non Routine maintenance (70,000) and Deport Wall rebuild (£30,000) plus apportioned governance cost: £15,033
Contribution to Linford Christie Stadium	32,330	32,356	84,205	63,174	63,524	65,278	65,278	0	3%	3%	Fixed annual cost of £63,000 plus £2,278 governance costs.
Other Expenditure	35,093	80,945	24,235	15,209	211,172	228,575	228,575	(0)	8%	8%	£22,540 London Development Trust consultation, £100,000 Kensington Dragon Football Club (KDFC) grant funding, £70,000 traffic management system, £20,000 Depot wall rebuild, and other (£8058) plus £7,977 governance costs
Trust Manager - Strategic Governance Review implementation	0	0	0	0	0	77,712	77,712	0	100%	100%	Manager's forecast £75,000 plus £2,712 governance cost
Total Expenditure	774,332	833,196	846,808	848,151	976,912	802,329	802,329	0	-18%	-18%	
Net (income)/expenditure	(297,964)	(226,944)	(147,206)	(49,439)	(102,517)	(250,697)	(256,256)	(5,559)	-145%	-150%	

Income Forecast 2022/23

The 2022/23 income forecast is £1,058,585. This is £5,559 better than budget due to the change in the KAA licence fee with effect from 1st July 2021.

April to May 2022 Pay and display (P&D) income is £13,932.85 less than the equivalent April to May 2021 period. As monthly income fluctuates, weekend parking will be introduced shortly, this is being monitored closely, but the forecast (£324, 945) has not been adjusted.

P&D Income - 2022/23 compared to 2021/22			
LBHF Machine Number	Apr-22	May-22	Total
Parkeon Machines (404, 405, 406) Card	3,532.65	5,316.85	8,849.50
RingGo Location - 17739 Off Street	-11,889.10	-10,893.25	-22,782.35
Totals (Wormwood Scrubs)	-8,356.45	-5,576.40	-13,932.85

The Hammersmith Car Park Licence forecast (£381,413) is based on the current agreed quarterly rate plus a 1.3% uplift is forecasted for Quarter 4 (January to March 2023).

Other income includes £330,564 annual rental income payable by KAA for the temporary site and £6,000 Filming income from ad hoc filming assignments. Also included is: £10,125 Pony Centre income; £3446 annual rental income payable by UKPN for occupation of the Scrubs land for the electric vehicle charging points (the agreement continues for the next four years); and £3,092 estimated investment income from the bank balance and lodge.

Expenditure Forecast 2022/2023

The 2022/23 expenditure forecast of £802,329 (£774,329 direct costs + £28,000 governance costs) currently matches the budget. This is subjects to new approved items that may be agreed over the 2022/23 financial year.

The £774,329 direct costs forecast is the total of the contribution to Linford Christie Stadium (£63,000), contractual and routine maintenance (£415,731), non-routine maintenance (£220,598), and Trust Manager costs (£75,000).

The governance costs (£28,000) comprise the estimated costs for Audit, Legal and Finance support to the Trust. Apportioned by value, the governance cost allocations forecasted as follows:

Expenditure Forecast at Q1 2022/23 (June 2022)	Direct	Governance costs	Total
	£	£	£
Grounds Maintenance	415,731	15,033	430,764
Contribution to Linford Christie Stadium	63,000	2,278	65,278
Other Expenditure	220,598	7,977	228,575
Trust Manager	75,000	2,712	77,712
Total	774,329	28,000	802,329

Committee to Note.

2022/23 Financial Forecast

Wormwood Scrubs Charitable Trust

Statement of Financial Activities for Year ended 31 March 2023

Income and Expenditure	2022/23 Forecast	2021/22 Actual	Notes
	£	£	
Income and endowments from:			2021/22 figure are subject to audit
Donations and legacies			
Income from Charitable activities:			
Pay and Display Parking Meters	(324,945)	(312,739)	Parking income is recovering and is almost at pre-COVID-19 levels
Hammersmith Hospital Car Park Licence	(381,413)	(362,466)	Contracted lease payments are expected to increase by inflation
Other trading activities	(350,135)	(402,580)	Includes income from the KAA, UKPN charging points, Pony Centre and filming income.
Income from Investments	(2,092)	(1,644)	Interest on cash balances and rental income from the park lodge.
Income from donations and grants	0	(71,253)	HS2 Ltd
Total Income and endowments	(1,058,585)	(1,150,682)	
Expenditure on:			
Raising funds	0	0	
Charitable activities:			
Contribution to Linford Christie Stadium	65,278	63,524	Contribution to Linford Christie Stadium plus proportion of governance costs.
Non Routine Maintenance of Wormwood Scrubs	228,575	42,598	Expenditure on non-routine grounds maintenance plus proportion of governance costs.
Routine Grounds Maintenance of Wormwood Scrubs	430,764	702,216	Grounds Maintenance contracted spend plus proportion of governance costs.
Direct Staff	77,712	0	Project manager costs plus a proportion of governance costs
Charitable expenditure	0	71,253	HS2 Ltd
Other expenditure	0	168,574	Asbestos removal, roadway repairs and bird & bat boxes
Total Expenditure	802,329	1,048,165	
Net gains/(losses) on investments			
Net (income)/expenditure	(256,256)	(102,517)	
Reconciliation of Funds			
Total funds brought forward	(6,040,895)	(5,938,378)	
Total funds carried forward	(6,297,152)	(6,040,895)	

All income is unrestricted.

Annexe 2

Wormwood Scrubs Charitable Trust Transactions (1st April 2022 to 10th June 2022)		
Activity	Comments	Amount £
		(55,589.65)
Routine Grounds Maintenance of Wormwood Scrubs	GM CONTRACT 1ST FEBRUARY 20 31 MARCH 2022	(47,455.17)
Routine Grounds Maintenance of Wormwood Scrubs	GM CONTRACT 1ST FEBRUARY 20 31 MARCH 2022	47,455.17
Routine Grounds Maintenance of Wormwood Scrubs	NEW GM CONTRACT APR- JUN 2022	71,182.75
Governance Costs - Legal	LEGAL FEES	21.60
Governance Costs - Legal	LEGAL FEES	3,068.00
Governance Costs - Audit	2021/22 AUDIT FEE ACCRUAL	(9,750.00)
Governance Costs - Audit	2021/22 AUDIT FEE ACCRUAL	(200.00)
Other trading activities	WORMWOOD SCRUBS PARKING INC APRIL 2022 VAT	(20,861.96)
Other trading activities	CHARING CROSS HOSPITAL CAR PARK PERIOD: 25/03/22 TO 23/06/22	(94,643.89)
Other trading activities	KENSINGTON ALDRIDGE ACADEMY - APRIL 2022	(27,547.00)
Other trading activities	KENSINGTON ALDRIDGE ACADEMY - MAY 2022	(27,547.00)
Other trading activities	KENSINGTON ALDRIDGE ACADEMY - JUNE 2022	(27,547.00)
Income from Investments	RENAL INCOME (LODGE) APRIL 2022 TO JUNE 2022	(273.00)
Income from Investments	RENAL INCOME (LODGE) JULY 2022 TO SEPT 2022	(273.00)
Other trading activities	RENAL INCOME (PONY CENTRE) APRIL 2022 TO JUNE 2022	(2,531.25)
Main activities		(136,901.75)
Governance Costs	Planting and Trees	6,560.00
Governance Costs	Planting and Trees	6,244.25
Governance Costs	Legal and administration	626.40
Governance Costs	HS2 CHARGES	2,354.24
Governance Costs	HS2 CHARGES	4,086.60
Governance Costs	HS2 CHARGES	643.71
Governance Costs	HS2 CHARGES	1,666.21
Governance Costs	HS2 CHARGES	2,251.22
Governance Costs	HS2 CHARGES	11,567.84
Governance Costs	HS2 CHARGES	5,569.23
Governance Costs	HS2 CHARGES	350.68
Governance Costs	HS2 CHARGES	2,217.00
Governance Costs	HS2 CHARGES	1,488.00
Governance Costs	HS2 CHARGES	6,762.58
Governance Costs	HS2 CHARGES	18,498.21
Governance Costs	HS2 CHARGES	1,047.80
Governance Costs	HS2 CHARGES	9,409.75
Governance Costs	HS2 CHARGES	272.38
Governance Costs	HS2 CHARGES	(304.00)
HS2 Ltd		81,312.10
Overall Result		(55,589.65)

London Borough of
Hammersmith & Fulham
RECEIVED

- 6 MAY 2022

Legal Services
Department

**Eversheds Sutherland
(International) LLP**
Clearwater Court
Vestern Road
Reading
RG1 8DB
United Kingdom

T: +44 20 7497 9797
F: +44 20 7919 4919

eversheds-sutherland.com

Legal Services
Hammersmith & Fulham Council
Town Hall
King Street
London
W6 9JU

Date: 4 May 2022

Your ref: Rachel Silverstone, Senior Property Solicitor

Our ref: TUCKERA\117761-004805

Direct: +44 20 78 49 52 35

Email: andrewtucker@eversheds-sutherland.com

Dear Rachel

Agreement for the grant of an easement at Wormwood Scrubs and Old Oak Wood Lane

Further to the above matter, please find attached an engrossment of the agreement for execution by your client.

Kindly advise once you are in a position to complete the matter.

Kind regards

Yours sincerely



Andrew Tucker
Solicitor
Eversheds Sutherland (International) LLP

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Dated: 2022

- (1) **LONDON BOROUGH OF HAMMERSMITH & FULHAM**
- (2) **WORMWOOD SCRUBS CHARITABLE TRUST**
- (3) **THAMES WATER UTILITIES LIMITED**

Agreement for the grant of an easement

relating to land known as Wormwood Scrubs and Old Oak Wood Lane, London W12 0DF

THIS AGREEMENT is made on

202[]

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH & FULHAM** of Town Hall, King Street, London W6 9JU and **WORMWOOD SCRUBS CHARITABLE TRUST** of/o Old Oak Community Centre, 76 Braybrook Street, London W12 0AP (together the **"Grantor"**); and
- (2) **THAMES WATER UTILITIES LIMITED** (registered number 02366661) whose registered office is at Clearwater Court, Vastern Road, Reading RG1 8DB (the **"Undertaker"**).

BACKGROUND

- (A) The Grantor is the owner of the Property.
- (B) As part of the works by High Speed Two (HS2) Limited("HS2") to construct High Speed 2, the Undertaker is required to divert part of its sewer into the Grantor's property in accordance with the provisions as set out in Part 2 of Schedule 33 to the High Speed Rail (London - West Midlands) Act 2017 .
- (C) Following completion of the diversion works, and prior to adoption of the sewer by the Undertaker, the Undertaker will require the Grantor to grant to the Undertaker an easement in respect of the sewer.
- (D) The Grantor and the Undertaker have agreed to enter into this Agreement in respect of the grant of an easement over the Grantor's property.
- (E) The Undertaker requires completion of the easement prior to it serving a provisional vesting certificate
- (F) Upon satisfactory completion of the diversion works, and to the extent that the Undertaker is ready to serve the provisional vesting certificate, the Undertaker will give notice to the Grantor in accordance with the terms of this agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions have the following meanings:

- "Deed of Easement"** a deed of easement substantially in the form annexed to this Agreement under the schedule subject to such amendments to the plan as the Undertaker may reasonably require and the Grantor acting reasonably may agree to reflect the extent of the Easement Land
- "Property"** the freehold property shown edged red on the attached plan registered under Title Number BGL75687
- "Easement Land"** that part of the Property in respect of which the Undertaker serves a Trigger Notice
- "Trigger Notice"** a written notice served by the Undertaker to the Grantor requiring the Grantor to grant the Deed of Easement

Longstop Date

In the event that a Trigger Notice is not served by 31st December 2025 then this agreement will determine immediately thereafter.

- 1.2 References to clauses are to the clauses of this Agreement.
- 1.3 The Particulars form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement will include the Particulars.
- 1.4 All headings are for ease of reference only and will not affect the construction or interpretation of this Agreement.
- 1.5 Unless the context otherwise requires:
 - 1.5.1 references to the singular include the plural and vice versa and references to any gender include every gender; and
 - 1.5.2 references to a **"person"** include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality).
- 1.6 References to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision or subordinate legislation as modified, amended, extended, consolidated, re-enacted or replaced and in force from time to time.
- 1.7 Any words following the words **"include"**, **"includes"**, **"including"**, **"in particular"** or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
- 1.8 The rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word **"other"** or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.
- 1.9 An obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party.
- 1.10 References to the Grantor and the Undertaker include their respective successors in title to this Agreement and, where applicable, to the Property and the Easement Land and, in the case of individuals, their personal representatives.
- 1.11 References to the Property and the Easement Land include any part of them.
- 1.12 Where two or more persons form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each individually.

2. OBLIGATION TO GRANT A DEED OF EASEMENTS

2.1 The Undertaker will serve the Trigger Notice after satisfactory completion of the diversion works and prior to the Longstop Date. If HS2's programme of works is delayed such that the Undertaker is not in a position to serve the Trigger Notice by the Longstop Date, then the Undertaker will seek the Grantor's approval to extend the Longstop Date, such approval not to be unreasonably withheld or delayed.

2.2 Trigger Notice

Within two calendar months of receipt of a Trigger Notice, the Grantor shall grant the Deed of Easement to the Undertaker.

2.3 Preparation of the Deed of Easements

- 2.3.1 Engrossments of the Deed of Easement will be provided by the Undertaker.
- 2.3.2 The Grantor and the Undertaker will use reasonable endeavours to agree the plan to be annexed to the Deed of Easement as soon as reasonably practicable after the date of the Trigger Notice.

3. NOTICES

3.1 Any notice or other communication given under or in connection with this Agreement will be in writing and:

- 3.1.1 sent by recorded delivery to that party's address; and
- 3.1.2 delivered to that party's address.

3.2 The addresses for each party are set out below.

London Borough of Hammersmith & Fulham at Assistant Director, Legal Services, Hammersmith and Fulham Council, Town Hall, King Street, London W6 9JU;

Wormwood Scrubs Charitable Trust at Assistant Director, Legal Services, Hammersmith and Fulham Council, Town Hall, King Street, London W6 9JU; and

Thames Water Utilities Limited at Clearwater Court, Vastern Road, Reading RG1 8DB.

3.3 Any notice or communication given in accordance with **clause 3.1** will be deemed to have been served:

- 3.3.1 if given as set out in **clause 3.1.1**, at 09:00 on the second working day after the date of posting.

3.4 To prove service of a notice or communication it will be sufficient to prove that the provisions of **clause 3.1** were complied with.

4. SEVERANCE

If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

5. VARIATION

Save as otherwise expressly provided in this Agreement, no variation to this Agreement will be effective unless it has been agreed by the parties and it is executed as a deed.

6. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.

7. RIGHTS OF THIRD PARTIES

The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

8. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

9. **JURISDICTION**

9.1 Subject to **clause 9.2** and the provisions of **clause 9**, each party agrees that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

9.2 Any party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

10. **Non-merger**

All the provisions of this agreement shall (to the extent that they remain to be observed and performed) continue in full force and effect notwithstanding completion of the Easement.

11. **RIGHTS OF THIRD PARTIES**

The parties do not intend that any term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

SIGNED BY or on behalf of the parties on the date stated at the beginning of this Agreement.

Executed as a deed by affixing the common seal
of

**LONDON BOORUGH OF HAMMERSMITH AND
FULHAM**

On behalf of

WORMWOOD SCRUBS CHARITABLE TRUST in
the presence of:

Authorised Signatory / Assistant Director / Chief Solicitor

Executed as a deed by affixing)
the common seal of)
THAMES WATER UTILITIES LIMITED)
in the presence of:)

Authorised Signatory

Schedule

The agreed form of the deed of easement.

DATED

202[]

LONDON BOROUGH OF FULHAM

&

WORMWOOD SCRUBS CHARITABLE TRUST

- to -

THAMES WATER UTILITIES LIMITED

DEED OF GRANT OF EASEMENT

relating to land at Wormwood Scrubs and Old Oak Wood Lane, London
W12 0DF

THE LAND REGISTRY

LAND REGISTRATION ACT 2002

County and District : **London**

Title Number : **BGL75687**

Dated : **202[]**

THIS DEED is made **BETWEEN**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM of Town Hall, King Street, London W6 9JU and **WORMWOOD SCRUBS CHARITABLE TRUST** of c/o Old Oak Community Centre, 76 Braybrook Street, London W12 0AP (together "the Grantor") of the one part and

THAMES WATER UTILITIES LIMITED (Co Regn No 2366661) whose registered office is situate at Clearwater Court Vastern Road Reading Berkshire RG1 8DB ("the Company") of the other part

1. DEFINITIONS

"the Company" means Thames Water Utilities Limited and its successors in title.

"the Apparatus" means the foul/surface water main and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Easement Land defined below.

"the Foul /Surface Water Main" means the new foul/surface water main which the Company is required to lay within the Easement Land.

"the Plan" means the Plan annexed attached Schedule 2.

"the Easement Land" means that strip of land shown on the Plan and thereon outlined and hatched pink and being 6.6 metres wide

where the length of the Easement Land is shown on the Plan running from west to east and being 7.4 metres wider where the length of the Easement Land is shown running south to north on the Plan.. Unless the contrary shall be stipulated or be clear from the drawings the Protected Strip shall lie one half to each side of the centreline of the Apparatus.

“the Dominant Tenement”

means the undertaking of the Company within its areas as particularised in the Undertaker’s “Instrument of Appointment” as a sewerage undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof.

“the Planting Schedule”

means the Planting Schedule attached under Schedule 1.

2. WHEREAS:

- 2.1 The Grantor is registered as Proprietor under Title Number BGL75687 of the freehold land situated at Wormwood Scrubs and Old Oak Wood Lane, London W12 0DF within which the Easement Land lies;
- 2.2 The Company has by virtue of the High Speed Rail (London – West Midlands) Act 2017 been required to move its apparatus and lay a new Foul /Surface Water Main within the Easement Land; and
- 2.3 The Grantor has agreed to grant to the Company such perpetual easements rights powers and privileges in respect of the Easement Land as set out below.

3. RIGHTS

Subject to the Company complying with its obligations under this Deed the Grantor hereby grants with full title guarantee the following perpetual rights (“the Rights”) to the Company for the benefit of the Dominant Tenement and each and every part thereof:

- 3.1 The right to lay the Foul/Surface Water Main in the Easement Land and thereafter the right to use inspect reconstruct replace enlarge line relay alter maintain cleanse repair improve and manage the Foul/Surface Water Main in through under over or upon the Easement Land;

- 3.2 Subject to providing at least 5 days' notice to the Grantor (except in cases of emergency), the right at any time and at all times with or without vehicles materials plant machinery apparatus employees contractors and others to enter upon and pass and repass along the Easement Land by a route within the same or by such other convenient route from the a public highway as the Company shall with the approval of the Grantor (which shall not be unreasonably withheld or delayed) from time to time require, and to maintain reasonable markers indicating the Easement Land and/or the Foul/Surface Water Main and the right to excavate and the right following at least 5 days' notice to the Grantor (except in cases of emergency) to tip soil temporarily on land adjoining the Easement Land if necessary, the extent of such land (save in cases of emergency) to be approved in advance by the Grantor (such approval not to be unreasonably withheld or delayed), **SUBJECT TO** levelling out when the excavations are completed and removing any surplus sub soil provided that the Grantee makes good any damage caused to the Grantor's property to the reasonable satisfaction of the Grantor;
- 3.3 The right at all times to the uninterrupted passage of foul and surface water through the Foul/Surface Water Main;
- 3.4 The right (without any liability to pay compensation or to return the surface of the Easement Land) to remove any trees hedges or shrubs (except those contained in the planting schedule as set out under Schedule 1) growing in the Easement Land and any buildings walls fences or other structures built thereon and in the exercise of such rights the Company shall not cause unreasonable damage and shall make good so far as practicable any damage caused **PROVIDED ALWAYS THAT** no compensation will be paid for cutting off any encroaching roots for breaking pavings or damaging surfaces;
- 3.5 The right to erect any necessary temporary fencing or other barrier for so long as shall be necessary to enjoy the Rights set out under paragraphs 3.1 & 3.2; and
- 3.6 The right of support for the Apparatus from the subjacent and adjacent land and soil including the minerals of the Grantor.

4. GRANTORS COVENANTS

The Grantor to the intent that the burden of this covenant may run with the Easement Land and so as to bind the Easement Land into whosoever hands the same may come and every part thereof and to benefit and protect the apparatus and the undertaking of the Company and each and every part thereof capable of being so benefited or protected but not so as to render

the Grantor personally liable for any breach of covenant committed after the Grantor shall have parted with all interest in the land in respect of which such breach shall occur **HEREBY COVENANTS** with the Company that the Grantor will at all times hereafter observe perform and enforce the following restrictive and other covenants in respect of the Easement Land as follows:-

- 4.1 Not to use the Easement Land or the adjoining land so as to put at risk or damage the Foul /Surface Water Main or to interfere with the Rights;
- 4.2 Not to erect construct or place any building walls or other structure or erection on the Easement Land other than roads or driveways **AND PROVIDED ALWAYS** that this covenant shall not be deemed to prevent the erection of boundary or other fences of an easily removable nature;
- 4.3 Not to lay or permit to be laid in over or upon the Easement Land any drains pipes conduits cables ducts wires or similar thing without the prior written consent of the Company;
- 4.4 Not to use the Easement Land except for agricultural or residential garden purposes or as open space or for roads and services;
- 4.5 Subject to Schedule 1 not to plant or permit the planting of trees hedges or shrubs on the Easement Land;
- 4.6 Not to alter the ground levels within the Easement Land;
- 4.7 Not to cover or obscure any manhole cover or chamber or other accessory which relates to or which lies over the Foul /Surface Water Main in the Easement Land;
- 4.8 Not to allow any piling operation in the Easement Land;
- 4.9 To advise any tenant for the time being of the Easement Land or any part thereof of the existence of the Foul/Surface Water Main and of this Deed; and
- 4.10 Not to withdraw support from the Apparatus or from the Easement Land.
- 5.0 **Grantee's Covenants**
- 5.1 The Company hereby covenants with the Grantor to pay all rates taxes impositions and outgoings of an annual or recurring nature payable in respect of the Apparatus.

5.2 The Grantee indemnifies the Grantor and keeps the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising directly out of or in connection with:

5.2.1 the exercise of the Rights;

5.2.2 any breach of any of the Grantees Covenants; and

5.2.3 any breach of the terms of this agreement;

by the Grantee or by any personnel employed or contracted by the Grantee or invitee, or any other person who is allowed or permitted by the Grantee to exercise the Rights.

Provided that to the extent permitted by law, the total liability of the Grantee under this clause shall be limited to £10,000,000 (Ten Million Pounds) per incident.

6. The Company shall have the benefit of the right to enforce these covenants pursuant to The Contracts (Rights of Third Parties) Act 1999.

7. IT IS HEREBY AGREED AND DECLARED

7.1 Any dispute concerning these rights and covenants may be referred to an arbitrator under the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

7.2 The Company shall not be liable for any compensation save as herein expressly provided in respect of its use or enjoyment of the Rights.

8. The Grantor and the Company do now apply to the Registrar to enter registered notice of the Rights hereby granted in the Charges Register in respect of the Easement Land.

IN WITNESS of which the parties hereto have executed this Deed the day and year above written

Executed as a deed By affixing the common seal of

**LONDON BOORUGH OF
HAMMERSMITH AND FULHAM**

On behalf of

**WORMWOOD SCRUBS CHARITABLE
TRUST** In the presence of:-

Authorised Signatory / Assistant Director /
Chief Solicitor

**EXECUTED AS A DEED BY AFFIXING
THE COMMON SEAL of THAMES
WATER UTILITIES**

In the presence of:-

Authorised Signatory

SCHEDULE 1 – THE PLANTING SCHEDULE

The Planting Schedule

13. The design of landscaping should be undertaken at the same time as the design of the drains and sewers so that the impact of tree roots on sewers and drains can be considered. A sewer or lateral drain should not be located closer to trees/bushes/shrubs than the canopy width at mature height, except where special protection measures are provided, in accordance with Clause B6.6. A tree should not be planted directly over sewers or where excavation onto the sewer would require removal of the tree. The following shallow rooting shrubs are generally suitable for planting close to sewers and lateral drains:

- *Berberis candidula*; (Paleleaf barberry)
- *Berberis julianae*; (Wintergreen barberry)
- *Ceanothus burkwoodii*; (Californian lilac 'Burkwoodii')
- *Cotoneaster dammeri*; (Bearberry cotoneaster)
- *Cotoneaster skogholm*; (*Cotoneaster x suecicus*, 'Skogholm')
- *Cytisus varieties* or *Sarothamnus*; ((Common or Scotch) Broom)
- *Euonymus japonica*; (Japanese spindle)
- *Euonymus radicans*; Variety of *Euonymus* (Fortune's spindle or wintercreeper)
- *Mahonia varieties*; can be included in the genus *Berberis*, most common name is *M. aquifolium* (Oregon grape)
- *Potentilla varieties*; most varieties are types of cinquefoil. Also includes Common tormentil, silverweed and barren strawberry
- *Skimmia japonica*; (Skimmia)
- *Spiraea japonica*; (Japanese spirea or Japanese meadowsweet)
- *Veronica varieties*; (Speedwell)
- *Viburnum davidii*; (David viburnum)
- *Viburnum tinus*; (Lauristinus)

14. When in a highway, the outside of the sewer should be in the vehicle carriageway (not footway) and be at least 1 m from the kerb line. The external faces of manholes should be at least 0.5 m from the kerb line.

15. Where it is proposed to lay pipes in third party land, agreement should be obtained from the owner of the land surface as to acceptable levels of predicted settlement, prior to the construction. The construction techniques should be selected to ensure that the maximum settlement is within the agreed limits.

16. Typical layouts are shown in Figures B.3 to B.6.

SCHEDULE 2 – THE PLAN



<p>Legend:</p> <ul style="list-style-type: none"> LBHF FreshM Tm - BGL75687 Area of LAP30399; Easement land for the pipeline 		<p>Map Name</p> <p>Pipe Line and Easement Land - LAP30399 Overlapping BGL75687</p>	<p>HS2</p> <p>High Speed Rail (HS2) Limited Engineering & Construction 2019-2021 © HS2 Limited 2021</p>	<p>Scale at A1: 1:1,250</p> <p>0 10 20 30 40 Metres</p> <p>Date: 22/02/22</p>												
<table border="1"> <thead> <tr> <th>Rev</th> <th>Date</th> <th>Description</th> <th>By</th> <th>Chk</th> <th>App</th> </tr> </thead> <tbody> <tr> <td>v2</td> <td>22/02/22</td> <td></td> <td>AM</td> <td></td> <td></td> </tr> </tbody> </table>	Rev	Date	Description	By	Chk	App	v2	22/02/22		AM						
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v2	22/02/22		AM													

Wormwood Scrubs updates

Date	27 June 2022
Classification	Information
Title of report	Service update
Report of	Law Enforcement Team
Decision /Decision maker	No
Report author(s)	Neil Morrison

Law Enforcement Team Officers for your area –

Ahmad Rafique, Senior Law Enforcement Officer

Neil Morrison, Senior Law Enforcement Officer

Paul Buzsaki, Law Enforcement Officer, College Park & Old Oak ward

Magdalena Niedzwiedz, Law Enforcement Officer, College Park & Old Oak ward

Summary:

This report outlines the role and works undertaken by the Law Enforcement Officers in Wormwood Scrubs.

The Law Enforcement Team (LET) was launched in April 2021 following the amalgamation of various teams, including the Neighbourhood Wardens, Parks Police, Street Scene Enforcement and Highways Enforcement. The LET comprises 72 uniformed officers, and the service operates 24/7, 362 days a year.

The LET's main objectives are:

- To support the Council's vision to be the best Council and deliver continuous improvement for our residents.
- To be the cleanest and safest borough.
- To work in partnership with council services, residents, partners and external agencies to develop a coordinated approach to solving issues and increasing resident satisfaction.
- To support the Police and other partners to protect residents from anti-social behaviour and crime.
- Tackle persistent issues, particularly in known hotspots in the borough.

Details of our work in and around WWS since 1st March 2022:

1st March 2022 - 23rd June 2022		
Issue	No.	Comments
ASB	18	drug / drink related paraphernalia
Dog Fouling	10	8 for clearance - 2 complaints

Dog Issue	56	professional dog walkers - engagement success 50/50
Engagements	78	happy domestic dog walkers, Ideverde staff, Friends of Scrubs, Signs of Rough Sleeper in Copse 3
Fly Tip	2	no evidence
Graffiti	4	reported for clearance
Hi Vis Patrol	236	some VAWG tasking in mind
Highways - OV	1	on Braybrook Street
Illegal Encampment	70	Traveller Families in Car Park by LCS
Litter	9	general on Scrubs for clearance
Locking Duties	58	Yellow Gate scrubs lane and Height Barrier Artillery Road
Parking	6	Vehicles on Grass - 1 and Mopeds by Gym Area
Police	1	on Operation Day
Weapon Sweep	21	nothing of note found

Hi-Visibility patrols:

From 16th December 2021 to 26th February 2022, Officers have reported 308 various interactions.

LET Officers have engaged with residents, visitors, dog walkers, hospital workers, event organisers, public gym users, stakeholders and facility users.

Public reassurance and safeguarding work:

- Undertaking daily patrols ensuring no unauthorised campers occupying WWS
- Undertaking regular patrols to deter crime and fear of crime
- Inspect the litter bins, conduct knife sweeps, report waste for clearance, and report damage to litter bins and other park furniture.
- Following an unfortunate incident where a female was attacked, LET officers patrol the area/ footpath from the car park leading to Braybrook Street at the rear of the WWS Prison. These patrols are undertaken daily as part of the Violence Against Women and Girls (VAWG) taskings.

WWS is patrolled both by the North officers and the Night Teams – these taskings we will continue for the foreseeable future.

Professional Dog Walkers

- 56 Interactions with professional dog walkers.

We have built up a portfolio of those who are obtrusive to us and where possible have investigated to find vehicle registration and company details so that when the Dogs Public Spaces Protection Order (PSPO) comes in to effect we are ready to be able to issue fines for those in breach.

Some walkers have asked what they get in return of their money in terms of facilities e.g. dog water tap close to car park – reports fed back to Parks team.

We have had positive engagements too with many saying that they were unaware of the ruling and receptive of information provided to them

Illegal Encampment

- LET maintained watch of the caravans that had cut a fence to enter on the car park by the Linford Christie Stadium. They were there due to one of the community being the Queen Charlotte Hospital
- Notice was served to them to vacate the property.
- Court was attended to take legal action – the families moved on the next day.
- LET liaised and attended with SERCO to remove 1 x caravan that had been left and to have the area thoroughly cleaned as was some broken glass.

Engagement with Residents/ WWS users:

- Walkabout with the Friends of WWS was arranged for Monday 6th June 2022, we met Stephen Waley-Cohen, Emma Ranson and Sarah Johnson. We discussed amongst, amongst other things,
 - Dogs Public Space Protection Order (PSPO) and the fines that we could issue
 - Fence running along NE edge of Scrubs and although serves no purpose now good to leave in tact as allows a pure space for nature
 - Signs across the entrances to the nesting spaces – LET officers will put these and the rope back across if noticed on the floor while on patrol
 - Fire and pallet in Central Copse – reported – no further issues as far as we have observed

Operation Overwatch

- 25th May saw the LET planned operation take place simultaneously in WWS and Harrow Road.
- LET had a Presence on WWS from midnight to midnight, with the morning shift seeing 13 officers on the ground

Inspections returned and debrief for Operation Day are below

WORMWOOD SCRUBS – a large piece of land to cover it was selected so we could show a real presence with a high number of officers. Educating professional dog walkers on the requirements of the borough to have a license and walk no more than 4 per person, flyers were distributed of how to obtain. Sweeps within the copse / wood land to look for signs of ASB, Drug misuse and weapons. Violence against Women and Girls reassurance patrols carried out along the back wall of the prison in particular as this is a well frequented cut through from estate to the main road. The recent illegal encampment area was also monitored to ensure no return as there was a caravan still remaining on site.

ISSUES	HARROW ROAD	WORMWOOD SCRUBS	NOTES
Abandoned Vehicles	1		
ASB	3	2	
ASB Drink	1		
ASB Drug related	2	1	
Dog Fouling		6	4 reported for clearance and 2 intel acquired

Dog Issues		30	professional and private engagements and education
Engagements	65	17	22 x S34 letters to Harrow road, 30 x Kenmont School
Fly tip	8	2	all investigated and reported for clearance
Graffiti	1		reported for clearance
Hi Visibility reassurance patrols	80	63	All roads were patrolled at least twice
Highway Obstructions	2		1 on going with DWO
Illegal encampments		2	monitored to ensure no return

Total	286
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Safeguarding the Council Assets:

- Vehicles being parked on the grass.
- Reporting on broken bollards / Blocked drains
- Reporting of any damage to the infrastructure at WWS
- Checking on any unauthorised usage of WWS (sports events, personal training, unauthorised campers/ gazebos, illegal street trading (ice cream vendors, hot dog sellers, etc.).
- Regular patrols are being undertaken, ensuring no unauthorised campers are sighted at WWS.

Park Locking:

- LET officers lock the WWS main gates daily
- Reporting on any defects to gates, metal bollards, fences, trees, grass, path, car parking areas, etc
- Parks told us on 22/4/22 that all the bollards had be taken from Scrubs Lane car park. This area was checked to ensure no unauthorised access.

How to contact the LET:

We are aware that residents and resident groups will want to know their ward officers, and we are committed to ensuring that this happens. It is important that our ward officers know as much about their ward as possible and that residents are essential to assisting us with this knowledge.

If you would like to meet with the Seniors or the ward Officers on-site to undertake a site visit around WWS, please email oldoakcollegepark_northwards@lbhf.gov.uk or the team seniors at Ahmad.Rafique@lbhf.gov.uk / Neil.Morrison@lbhf.gov.uk.

To contact the LET, via telephone please call 020 8753 1100 (option 3 then option 1) and via LET.HF@lbhf.gov.uk. When you contact us, your enquiry is logged and allocated to a ward officer. Ward officer will contact you with updates and arrange to meet or speak with you etc. Old Oak & College park ward has now a dedicated email address which is oldoakcollegepark_northwards@lbhf.gov.uk

The team website be accessed here - <https://www.lbhf.gov.uk/crime/law-enforcement-team>

Agenda Item 6a

Amendment to Item 6 Managers Report

Addition:-

Old Oak Common Lane – Licence Extension for Access and Undertaking Construction Works

HS2 require an extension to the SBS alternative access Licence granted on 22/3/2021 for further 6 months period so to enable completion of the sewer works. Clause 7.2 of the Licence, permit in the event of HS2 not completing the sewer works within the licence period, it can request an extension to the licence period, for a period sufficient to enable it to complete the sewer works. All other licence terms will remain the same.

Appendices: Appendix 3 – Licence Extension

Recommendation

that the Trust approve entering into new licence agreement (Appendix 3) with HS2 for a period of 6 months to enable access to the area of Wormwood Scrubs to complete the sewer works

DATED

2022

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH
OF HAMMERSMITH & FULHAM

And

HIGH SPEED TWO (HS2) LIMITED

**LICENCE EXTENSION
FOR ACCESS AND UNDERTAKING CONSTRUCTION WORKS**

Relating to:

Old Oak Common Lane (OOCL), Wormwood Scrubs London

Assistant Director
Legal Service
London Borough of Hammersmith and Fulham
Town Hall
King Street
London W6 9JU
Ref: RS/40002105

LBHF REVISED 5/5/2022

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This licence is dated _____ 22

Parties

- (1) **The Mayor and Burgesses of the London Borough of Hammersmith and Fulham** of Town Hall, King Street Hammersmith London W6 9JU ("**Council**")
- (2) **High Speed Two (HS2) Limited** of Two Snowhill, Snow Hill Queensway, Birmingham, B4 6GA ("**HS2**").

BACKGROUND

- (A) HS2 and those authorised by HS2 require rights to enter onto, use and occupy parts of the Property for the purposes of undertaking the Sewer Works.
- (B) The Council is the registered freehold owner of the Property and is willing to grant HS2 and those authorised by HS2 rights to enter onto, use and occupy parts of the Property for the purpose of undertaking the Sewer Works subject to the terms of the Planning Permission and this Licence.

Agreed terms

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement.

Assurance Agreement: agreement dated 20 October 2016 made between the Secretary of State for Transport and the Council a copy of which attached to this Licence under **Schedule 4**

The Alternative Access Licence (Braybrook Street): the licence granted to HS2 dated 12 February 2021 to carry out preparation works

Commencement Date of Licence: 22 September 2022

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers

Compensation Claims: any compensation claims by the Council from HS2 under the High-Speed Rail (London – West Midlands) Act 2017 ("the 2017 Act") and the Compensation Code.

Council's Costs: the Council's proper and reasonable legal and surveying costs (excluding any recoverable VAT) associated with all agreements identified under this Licence PROVIDED THAT

such costs are in accordance with the Assurance Agreement (for the avoidance of doubt this will include the Council's legal and surveying costs).

Designated Days and Hours: the hours of 08:00 to 18:00 Monday to Friday and 08:00 to 13:00 on Saturdays (excluding Sundays and public holidays) Provided that HS2 and those authorised by HS2 are permitted to use the Licence Area outside of the Designated Days and Hours for the purposes of providing security services and if it is deemed by HS2 or those authorised by them (acting reasonably) to be operationally necessary

High-Speed Rail (London – West Midlands) Act 2017 (“the 2017 Act”): the HS2 2017 Act governing the Sewer Works

Licence Area: the part of the Property (accessed via OOCL) over which rights are granted by this Licence and shown edged in red on the Licence Plan (ref 1CP02-BVS_WSP-HW-DGA-SS07-000001Rev P01.1)

Licence Period: the period of SIX MONTHS from and including the Commencement Date until the date on which this licence is determined in accordance with clause 7

Plan: the licence plan attached under **Schedule 1**

Necessary Consents: all planning permission(s), permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority in order to carry out the Temporary Construction Access Road work.

Permitted Use: entry onto, use and occupation of the Licence Area at all times with or without vehicles plant equipment construction materials to implement the OOCL Planning Permission and undertake the Sewer Works and Temporary Construction Access Road works.

Previous Licence: the licence dated 22 March 2021 for a term of 18 months (expiring on 21 September 2022) together with all deeds and documents supplemental to the same

OOCL Planning Permission: the planning permission granted to the Council in respect of the construction of the OOCL access attached to this Licence under **Schedule 3**

Sewer Works: the sewer works as defined in the Assurances Agreement under clauses 2.1 to 2.5 (inclusive) being diversion works in pursuance of “Phase One Purposes” defined under section 67 of the High-Speed Rail(London – west Midlands) Act 2017 (the Scheme).

Temporary Construction Access Road: the access road to the Stamford Brook Sewer satellite compound from Old Oak Common Lane; and temporary ancillary development including the creation of earthworks, erection of fencing, creation of a drainage swale and the laying of subsurface drainage pipes, as outlined in the planning permission approval in Schedule 3 of this Licence.

Property: freehold property known as Wormwood Scrubs and Old Oak Common Wood Lane London W12 0DF registered at HM Land Registry with title absolute under title number BGL75687

Schedule of Condition: the photographic schedule of condition of the Property and Licence Area provided by HS2 and attached at **Schedule 2**

Schedule 16 Notices: the notices served by HS2 on the Council (and the Wormwood Scrubs Charitable Trust) dated 26th February 2020 (Notices numbers N-085215 and N-085216) in accordance with Schedule 16 of the High-Speed Rail (London – West Midlands) Act 2017.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

SDLT: means stamp duty land tax

Working Day: any day other than Saturday after 13:00, Sunday or bank holidays in England

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not includes fax.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by or on their behalf for identification.
- 1.13 A reference to **this Licence** or to any other agreement or document referred to in this Licence is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Licence) from time to time.

- 1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement

This Licence shall commence on the Commencement Date.

3. Licence

- 3.1 Subject to clause 5 and clause 6, the Council grants (in consideration of the undertaking given by HS2 in the Previous Licence and this Licence) to HS2 and those authorised by HS2 the right during the Licence Period and the Designated Days and Hours for the Permitted Use to enter onto, use and occupy the Licence Area for the Permitted Use in common with the Council and all others authorised by the Council (so far as is not inconsistent with the above rights given to the Licensee) for the Licence Period.
- 3.2 The Council warrants that it has the legal right to grant the rights contained in this Licence and warrants either that no other party's consent is needed to grant this Licence or that where the consent of any other party is required, the Council has obtained that consent.
- 3.3 The parties agree and acknowledge that:
- (a) no relationship of landlord and tenant is created between the Council and HS2 by this licence;
 - (b) HS2 and those authorised by HS2 shall use the Licence Area as a licensee and not as of right;
 - (c) the Council retains possession and management of the Licence Area and HS2 has no right to exclude the Council from the Licence Area but it is agreed that the Council shall not grant any rights or licences to third parties over the Licence Area without the consent of HS2 (such consent not to be unreasonably withheld or delayed) and shall liaise with HS2 in respect of any access to ensure compliance with relevant health and safety and construction design and management laws and regulations ; and
 - (d) This Licence is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this licence. The licence can only be exercised by HS2 and those authorised by HS2 for the Permitted Use. HS2 shall be permitted to perform any or all of its obligations under this Licence by procuring that those obligations are properly performed on its behalf.

4. Licensor's Obligations

The Council agrees:

- 4.1 following a request from HS2 and/or those authorised by it, to provide any relevant information about any hazards (including man-made hazards) or potential hazards on the Licence Area to ensure the health and safety of those persons exercising the rights and performing the obligations under this Licence to the extent that the Council has such information available to it;
- 4.2 not to obstruct nor interfere, nor allow any third parties under the control of the Council (including for the avoidance of doubt and without limitation employees agents representatives workmen contractors licensees or invitees) to obstruct or interfere with the use of the Licence Area for the Permitted Use or the Sewer Works;
- 4.3 Should the Council intend to transfer or otherwise dispose of the Licence Area or any part of it, to:
 - 4.3.1 give HS2 Ltd not less than 14 days' prior notice of such transfer or disposal or grant and the identity of the proposed party to whom a transfer or disposal is to be made;
 - 4.3.2 use reasonable endeavours to ensure that the proposed party identified under clause 4.4(a) enters into a new licence with HS2 on the terms of this Licence; and
 - 4.3.3 notify HS2 in writing as soon as reasonably practicable following any third party becoming an owner of the Licence Area.
- 4.4 In the event the attached planning permission expires before completion of the Temporary Construction Access Road works and the Sewer Works the Council is obliged to secure any necessary planning permissions and consents required by HS2 in the event HS2 needs to extend the initial 18 month period of this Licence to complete the Temporary Construction Access Road works and the Sewer Works PROVIDED THAT the costs incurred by the Council under this clause 4.4 will be paid by HS2 on demand.
- 4.5 If necessary, on request from HS2, the Council (, will allow HS2 to access the Property and erect temporary fencing outside the Licence Area perimeter to enable the safe construction and reinstatement of the Temporary Construction Access Road in a position to be agreed by the parties

5. Licensee's obligations

- 5.1 HS2 agrees and undertakes:
 - (a) give the Council not less than five working days' notice (unless otherwise agreed between the parties) in writing of HS2's intention to commence the Temporary Construction Access Road works ;
 - (b) obtain the Necessary Consents

- (c) compliance with the OOCL Planning Permission;
- (d) with skill, care, diligence as is reasonably expected of skilled, competent and properly qualified professional undertaking works of the nature of the Temporary Construction Access Road works on projects of similar size and scope.
- (e) Comply with its obligations under the HS2 2017 Act

5.2 HS2 further undertakes:

- (a) not to cause or permit nuisance, damage, disturbance, annoyance, inconvenience or interference to the Council or adjoining owners or occupiers, provided that the Council agrees that the use of the Licence Area for the Permitted Use and the carrying out of the Sewer Works in accordance with the obligations in this Licence shall not constitute causing or permitting a nuisance, damage disturbance, annoyance, inconvenience or interference to the Council or adjoining owners or occupiers;
- (b) not to act in a way which may amount to a breach of the OOCL Planning Permission
- (c) not to act in breach of any permit or Necessary Consents;
- (d) not to park or leave any equipment and/or material on the Property (excluding the Licence Area and in relation to this Licence only) or cause or allow obstruction on the same;
- (e) not at any time to obstruct the entrance to the Property;
- (f) not to interfere with the Council or its employees, servants or agents in its ownership, enjoyment, operation and use of the Property or its equipment at the Property (excluding the Licence Area) or any right enjoyed by the Council or occupiers of any adjoining property;
- (g) not to erect any structure or place any advert or sign on the Licence Area except as permitted under this Licence;
- (h) To securely fence the Licence Area prior to commencement of the Temporary Construction Access Road works and maintain in reasonable condition any such fences during the Licence Period to the reasonable satisfaction of the Council;
- (i) If necessary, to ensure temporary hard standing areas are created within the site area boundary to facilitate the construction of the Sewer Works.
- (j) To use reasonable endeavours to complete the Sewer Works within the Licence Period

5.4 HS2 shall procure and maintain at all times public liability insurance in the sum of £10,000,000.00 or over for any one incident and shall provide full particulars of such insurance if requested so by the Council.

5.5 HS2 will be responsible for effecting insurance for its own fixtures and fittings and any equipment utilised for the Temporary Construction Access Road works.

- 5.6 HS2 agrees and undertakes to pay all rates (if any) which may be payable by reason of or in consequence of the use of the Licence Area under this Licence.
- 5.7 HS2 will undertake all due diligence relating to ground investigations and all other appropriate surveys and searches at its own costs (unless where the same relates to the OOCL Planning Permission) and will provide any such reports to the Council (at no cost) for information and on a non-reliance basis only.
- 5.8 On completion of the Temporary Construction Access Road works, HS2 and the Council will enter into scheduled discussions concerning the hand back of the licence area under the Alternative Access Licence to agree a hand back date with vacant possession of the same.

6. Licensee indemnity

- 6.1 HS2 shall indemnify the Council against all direct losses (which in this clause 6.1 shall mean any claims, demands, damages, losses and liabilities (subject to provisos (a), (b), (c) and (d) immediately below) reasonably incurred costs and expenses including any applicable VAT) arising from a failure by HS2 or those authorised by it to comply with its obligations in this Licence, unless such claims, demands, damages, losses, costs or expenses arise as a result of the default, or negligence of the Council and anyone authorised by it SUBJECT TO:
- (a) the Council giving written notice to HS2 as soon as reasonably practicable of any potential claim under this clause 6.1, specifying the nature of the claim in reasonable detail;
 - (b) the Council at the cost of HS2 (such costs to be reasonably incurred) providing such further information and assistance as HS2 may reasonably request in relation to any claim under this clause 6.1;
 - (c) the Council mitigating any losses it may suffer or incur as a result of an event which may give rise to a claim under this indemnity as far as is reasonably possible; and
 - (d) the Council not making any admission of liability or settling, agreeing or compromising any action, claim or demand which may give rise to a claim under this clause 6.1 without the prior written consent of HS2 (such consent not to be unreasonably conditioned, withheld or delayed), provided that the Council may settle the claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to HS2, but without obtaining the HS2's consent) if the Council reasonably believes that failure to settle the claim would be prejudicial to it in any material respect.
- 6.2 for the avoidance of doubt, no payments will be due under this clause 6 or otherwise under this Licence from HS2 to the Council at any time during which any works or costs are in dispute or awaiting determination under clause 22.

7. Termination of the licence

7.1 This licence shall end in on the following events whichever is the earliest:

- (a) Expiry date of this Licence ; or
- (b) By HS2 on serving the Council one calendar month prior written notice to terminate; or
- (c) Completion of the Sewer Works as certified by HS2

7.3 Termination under this clause 7 shall be without prejudice to any right or remedy of the either party in respect of any antecedent breach of obligations and conditions on the part of either party under the Licence.

8. Making good and Reinstatement

HS2 agrees upon termination in accordance with clause 7 to:

- (a) remove all structures, materials plants and equipment and belongings of HS2; and
- (b) reinstate the Licence Area and the Property to its original state and condition as evidenced by the Schedule of Condition within 3 calendar months of termination to the Council's satisfaction; and
- (c) make good any damage caused to adjoining properties by HS2 undertaking the Temporary Construction Access Road works
- (d) the Council agrees to afford HS2 such access to the Licence Area following termination as is reasonably required to comply with the obligation under this clause 8.

9. Acknowledgements

HS2 acknowledges that:

- (a) the Property may be contaminated with substances that may be hazardous to health;
- (b) the Necessary Consents will be exercised, and the Temporary Construction Access Road works will be carried out at HS2's own risk and expense.

10. Limitation of Council's liability

10.1 Subject to clause 4, the Council is not liable for:

- (a) the death of, or injury to HS2 or anyone authorised by them, save where caused by the negligence of the Council;
- (b) damage to any property of HS2 or anyone authorised by them; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by HS2 or anyone authorised by them in the exercise or purported exercise of the rights granted under this Licence.

11. Consequences of termination

- 11.1 Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence shall remain in full force and effect.
- 11.2 Termination or expiry of this Licence shall not affect any rights remedies of HS2 or the Council that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Licence which existed at or before the date of termination or expiry.

12. Force majeure

Neither party shall be in breach of this Licence nor liable for delay in performing, or failure to perform, any of its obligations under this Licence if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one month the party not affected may terminate this Licence by giving fourteen (14) working days written notice to the affected party.

13. Entire agreement

- 13.1 This Licence constitutes the entire agreement between the parties in respect of the grant of rights over the Licence Area and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.2 Neither party has entered into this Licence in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out in this Licence.
- 13.3 The only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Licence and which is expressly set out in this Licence will be for breach of contract.
- 13.4 Nothing in this clause 13 shall be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

14. Variation

No variation of this Licence shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. Rights and remedies

The rights and remedies provided under this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Severance

16.1 If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence.

16.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Licence is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. No partnership or agency

17.1 Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. Further assurance

Each party shall use all reasonable endeavours to procure that any necessary third party (if any) shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Licence.

19. Notices

19.1 Any notice given to a party under or in connection with this Licence shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to the addresses for the parties set out at the beginning of this Licence or such other address as shall have been notified to the other party in writing.

19.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second Working Day after posting.

- 19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 19.4 A copy of any notice given to HS2 under this Licence in accordance with clause 19.1 shall also be sent by email to: HS2Notice@hs2.org.uk.
- 19.5 A copy of any notice given to the Council under this Licence in accordance with clause 19.1 shall also be sent by email to: Richard.Gill@lbhf.gov.uk and rachel.silverstone@lbhf.gov.uk

20. Rights of third parties

- 20.1 A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

21. Governing law

This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. Dispute Resolution

The parties shall use reasonable endeavours to resolve any dispute arising in connection with this Licence between themselves. In the event of a failure to resolve any such dispute within 10 working days (time shall not be of essence):

- (a) either party may refer the dispute to Alternative Dispute Resolution which may include expert determination, appointment of a Specialist Advisor or through Mediation;
- (b) the appointment will be jointly by the parties to this Licence (who in default of agreement shall on application by either party be appointed by the President of the Royal Institution of Chartered Surveyors) ;
- (c) the decision made shall be final (except in the case of manifest error);
- (d) the costs of the parties and the costs of the appointment shall be paid by HS2 and the Council in equal proportions

23. Interest

If HS2 fails to make any payment due to the council under this agreement by the due date for payment, then, without limiting the Licensor's remedies under this Licence, HS2 shall pay interest on the overdue amount at the rate of 0.5% per annum above National Westminster Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. HS2 shall pay the interest together with the overdue amount.

24. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

25. HS2 dealing with third party protestors

HS2 shall be permitted by the Council to take all necessary measures to deal absolutely (at its own risk and expense) with any third-party objections to its presence on the Licence Area whether such objections are manifested by protestors on the Licence Area or otherwise.

26. Confidentiality

No disclosure of details of this transaction (including price and terms) will be made without prior written agreement of the Council and HS2, save as required by law to third party advisors or under the Freedom of Information Act.

27. Council’s Costs, Compensation Claim, VAT and SDLT

HS2 will pay to the Council: :

(a) the Council’s Costs on demand

(b) the Compensation Claim if demanded (for the avoidance of doubt, the Council agreed to forgo a licence fee in respect of this Licence on the understanding and agreement with HS2 that any compensation to the Council for the Licence Area under the Schedule 16 Notice will be no less than it could claim on the Special Assumption that HS2 remained in occupation of the Alternative Access Licence area as well as the remainder of this Licence included in the Schedule 16 Notice for the duration of this Licence and completion of the Sewer Works (whichever is the later).

(c) the irrecoverable VAT and/or SDLT (if any) associated under this Licence (the parties to this Licence have agreed not to opt to tax this Licence for VAT purposes)

This licence has been entered into on the date stated at the beginning of it.

Executed for and on behalf of)
THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF HAMMERSMITH)
AND FULHAM)

.....

Head of Law / Chief Solicitor

Executed for and on behalf of)
HIGH SPEED TWO (HS2) LIMITED by)
authorised signatories)

.....
Authorised signatory

.....
Authorised signatory

SCHEDULE 1- LICENCE PLAN

SCHEDULE 2 - SCHEDULE OF CONDITION

SCHEDULE 3 - PLANNING PERMISSION

SCHEDULE 3 - ASSURANCE AGREEMENT