



dated

2021

The Mayor and Burgess of the London Borough of Hammersmith and Fulham

and

The Secretary of State for Housing Communities and Local Government

Licence to Occupy

in relation to land off Scrubs Lane, Wormwood, Scrubs, London

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Licence to occupy

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Parties

- (1) **The Mayor and Burgess of the London Borough of Hammersmith and Fulham** of Town Hall, King Street, Hammersmith W6 9JU (the **Licensor**); and
- (2) **The Secretary of State for Housing Communities and Local Government** of Fry Building, 2 Marsham Street, London SW1P 4DF (the **Licensee**).

Introduction

Agreed terms

1 Definitions and interpretation

In this Licence the following words and expressions have the meaning specified except when expressly stated to the contrary.

1.1 Definitions

Academy means an Academy falling within the description contained in Section 1(10) Academies Act 2010;

Accessways mean the roadways and footpath (forming part of the Estate) shown coloured blue and green on the Plan;

Authorised Use means use for the purpose of a temporary school for the occupation provision of the Kensington Aldridge Academy for the education services and for community fundraising and recreational purposes and the locating of the Retained Works in accordance with the Planning Permission and for undertaking the Reinstatement Programme Works;

Conduits mean all or any of the sewers, drains, channels, gutters, gullies, mains, ducts, pipes, wires, optical fibres, cables, conduits, watercourses and any conducting media and ancillary apparatus now laid or during the Licence Period laid, over or under the Designated Space, Accessways, Estate and Other Licensor's Land or serving them now or during the Licence Period;

Necessary Consents means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any for the Authorised Use;

Contaminated Land Regime means the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument, circular or guidance issued under it;

Designated Space means the area shown edged yellow on the Plan forming part of

the Estate

Enforcing Authority means the relevant regulator for the Designated Space under the Contaminated Land Regime;

Environment means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;

Environmental Law means all applicable laws, statutes, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes (as amended from time to time) in so far as they relate to the protection of the Environment;

Estate means the remainder of the land within title number BGL75687; known as Wormwood Scrubs and Old Oak Common, Wood Lane London W12 0DF (vested in the Licensor and held by it on a charitable trust in accordance with the Wormwood Scrubs Act 1879)

Hazardous Substances means any material, substance or organism which, alone or in combination with others, is capable of causing harm to the Environment or which is likely to cause an actionable nuisance;

Licence Fee means £26,523 (exclusive of VAT) per calendar month;

Licence Period means the period from 13 July 2021 until 31 March 2022 or if earlier the date on which the permission given to the Licensee under clause 2 is determined in accordance with clause 6.1;

Licensor's Costs means the proper licensor's legal, surveyor and other professional advisors fees properly incurred in connection with this Licence

MOD Consent means the consent of the Ministry of Defence to the grant of this Licence to the Licensee a copy of which attached to this licence under Schedule 4

NJUG means the National Joint Utilities Group guidelines, issue 2 of 16 November 2007 relating to Planning, Installation and Maintenance of Utility Apparatus in Proximity to Trees

Other Licensor's Land: means Woodman's Mews registered under title number TQ2281NE

Plan means the plan annexed to this Licence;

Planning Acts mean the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004; the Planning Act 2008; the Localism Act 2011 and the Growth and Infrastructure Act 2013; Housing and Planning Act 2016; The Town and Country Planning (Development Management Procedure) (England) Order 2015

Planning Permission: planning permission granted to the Licensee, ref: 19/0045/FUMOPDC dated 18/04/2019 annexed to this Licence under Schedule 3 ;

Reinstatement Programme Works (hereinafter RPW) means the reinstatement programme works to be agreed by the Licensor and Licensee in accordance with the provisions of the licence and Schedule 5;

Schedule of Condition: means the schedule of condition attached to this licence under Schedule 7;

Services Locations Plan means the plan annexed to this licence at Schedule 6 which is subject to further revision and alteration, such revisions and alterations are to be agreed between the Parties (acting reasonably) and attached to this licence as soon as possible;

Trustee means the trustees of the Wormwood Scrubs Charitable Trust;

Working Day means any day other than a Saturday, Sunday or public holiday in England and Wales when banks in London are open for transactional business to the public and **Working Days** shall be construed accordingly;

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and

Retained Works means the Licensee's retained works in accordance with the Planning Permission and Schedule 3

1.2 Interpretation

1.2.1 Any reference to VAT means value added tax (as defined in the Value Added Taxes Act 1994) and includes any tax of a similar nature which may be substituted for or levied in addition to it.

1.2.2 Where there are two or more persons included in the expression **the Licensee** undertakings given into by the Licensee are deemed to be given by such persons jointly and severally

1.2.3 Where there are two or more persons included in the expression **the Licensee** an event will be deemed to have occurred if it happens to any one of them for the purposes of this Licence.

1.2.4 References in this Licence to any legislation are to that legislation as it may have been extended, modified, amended, re-enacted or replaced from time to time

1.2.5 References generally to legislation include statutory instruments, regulations and other derivative legislation and subordinate made from time to time made under such statutes or statutory provisions legislation.

1.2.6 Any reference to a **person** includes reference to an individual, firm, partnership, company, association, organisation or trust and in each case whether or not having a separate legal personality.

- 1.2.7 Any reference to a **company** includes any company, corporation or any other body corporate wherever incorporated.
- 1.2.8 Any undertaking or agreement by the Licensee not to do or omit any act or thing includes an undertaking or agreement not to suffer or permit the doing or omission of that act or thing.
- 1.2.9 The expression **the Licensor** means the owner for the time being in which the freehold estate in the Designated Space and the Estate is vested and registered under title number BGL75687 at HM Land Registry.
- 1.2.10 If any provision (or part of a provision) of this Licence is held to be invalid, unenforceable or illegal, then it shall not affect the validity of the remaining provisions
- 1.2.11 The headings above the clauses and the contents pages of this Licence are for reference only and do not affect its construction.
- 1.2.12 Any reference to a clause or schedule without further designation are a reference to a clause or schedule of this Licence

2 **Licence**

- 2.1 The Licensor grants the Licensee permission for the Licence Period in common with the Licensor and all others authorised by the Licensor (including all general user and occupiers of the Estate) so far as is not inconsistent with the permission given:
- 2.1.1 to use the Designated Space for the Authorised Use; and
- 2.1.2 to exercise the rights set out in Schedule 1.
- 2.2 The Licensors excepts and reserves the matters set out in Schedule 2.

3 **Licensee's undertakings**

3.1 **Licence fee and other payments**

- 3.1.1 The Licensee will pay:
- (a) the Licence Fee (plus VAT) to the Licensor in advance on the first day of each month; the first payment, or a due proportion apportioned on a daily basis, to be made on the date of this Licence;
 - (b) all future rates, taxes, and other outgoings payable during the Licence Period which are now or may at any time be assessed, charged or imposed on the Designated Space;
 - (c) the Licensor's Costs within 15 working days of demand; and
 - (d) All VAT due on any payments under this Licence

3.2 **Authorised use**

The Licensee will not use the Designated Space for any purposes whatsoever other than the Authorised Use.

3.3 **The Reinstatement Programme Works (RPW)**

The Licensee will carry out the RPW in accordance with the provisions of this licence and schedule 5

3.3.1 **Consents**

Before commencing the RPW the Licensee shall:

- (a) obtain all Necessary Consents for the lawful carrying out and completion of the RPW and do all things necessary and make all payments required for obtaining of such consents and the Licensor hereby consents to any applications for such consents;
- (b) provide the Licensor with a copy of such Necessary Consents as soon as reasonably practicable following receipt of the same.

3.3.2 **Standard of the RPW**

If the Licensee carries out the RPW then it shall do so:

- (a) in a good and workmanlike manner;
- (b) in accordance with the most recent good building and other relevant practices, codes and guidance, and immediately making good all damage caused to the Designated Space (or the Accessways or Estate) to the satisfaction of the Licensor;
- (c) using good quality and non-deleterious materials which are fit for the purpose for which they will be used;
- (d) in accordance with the requirements of the Planning Acts and CDM regulations 2015;
- (e) without permitting anything to be done that could constitute a breach of any statutes or trust affecting the Designated Space or the Estate;
- (f) without causing any nuisance or unreasonable disturbance to the Licensor; and the occupiers and general user of the Estate
- (g) without permitting anything to be done which could render void or voidable any insurance of the Designated Space or cause any insurance premium to be increased;
- (h) entirely at its own risk cost and expense.
- (i) in accordance with the terms of this Licence and any scope of works or specification agreed between the parties.

- (j) in compliance with:
 - i the provisions of all Necessary Consents;
 - ii the provisions of any other relevant secondary consents (if any); and
 - iii to the satisfaction of the Licensor

3.3.3 **Condition of the Designated Space, Accessways and other Land**

- (a) At the end or sooner determination of the Licence Period, the Licensee must reinstate (to the satisfaction of the Licensor), the Designated Space and Accessways and any other parts of the Other Licensor's Land used by the Licensee (in connection with this Licence) in accordance with the RPW (provided that the reinstatement shall be in no worse condition as evidenced by the Schedule of Condition). For the avoidance of doubt any such works undertaken by the Licensee is at its own costs and expense
- (b) The Licensee will at least three months before the end of the Licence Period submit for the Licensor's approval, a draft comprehensive scope of works for the RPW required based on the Schedule of Condition. Within one month of receipt of the draft the parties will use best endeavours to agree the scope of the RPW
- (i) Notwithstanding (b) above, in the event of the parties together with the MoD agree a different reinstatement surface finish and a sub-surface preparation for the parade ground, such aspect of the reinstatement shall supersede the Schedule of Condition. In the absence of such agreement, the Licensee will reinstate the same in accordance with the Schedule of Condition
- (d) For the avoidance of doubt, the Licensor has no responsibility whatsoever to undertake the Licensee's RPW (or complete it) nor contribute or compensate the Licensee in respect of the same.
- (e) In the event that the RPW are not satisfactorily completed prior to the expiry of the Licence Period, the Licensee may access the Designate Space for a limited period of up to six months for the purpose only of completing the RPW and will remain liable to keep the Designated Space secure in accordance with clause 6.14(i) of this Licence and for all outgoings relating to the site including paying to the Licensor a monthly fee (in advance) equivalent to the reserved licence fee increased in same proportion as any increase in the RPI from July 2020 until the RPW has completed to the satisfaction of the Licensor. On completion of the such works (to the satisfaction of the Licensor), the Licensee will give the Licensor vacant possession of the Designated Space

3.4 **Condition**

The Licensee will:

3.4.1 keep the Designated Space clean, tidy and clear of rubbish; and

3.4.2 use the Designated Space in a reasonable and proper manner.

3.5 **Accessways**

the Licensee shall:

- (a) use the Accessways as a licensee and not as of right
- (b) not to use the Accessways other than in connection with the Authorised Use of the Designated Space;
- (c) not to do or permit to be done on the Accessways anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any occupier and general user of the Adjoining Estate or to the neighbouring property;
- (d) not to obstruct the Accessways or deposit any waste, rubbish, soil or other material on any part of the Adjoining Estate or in any other way interfere with, or disturb, the Licensor or any others authorised by the Licensor to use the Accessways;
- (e) not to allow any gathering on the Accessways; and
- (f) to comply at all times with the Licensor's directions provided that these directions do not interfere with the Licensee's use and enjoyment of the Designated Space

3.6 **Nuisance**

The Licensee will not use the Designated Space so as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Licensor, its tenants or to the occupiers and general users of the Estate and any adjoining or neighbouring property or to their owners, occupiers, users or visitors.

3.7 **Statutory requirements**

The Licensee will not do or permit to be done anything that will constitute a breach of any statute affecting the Designated Space, its occupation and use.

3.8 **Insurance**

The Licensee will not do or permit to be done anything which may render void or voidable any insurance of the Estate or cause the premium to increase

3.8.1 The Licensee will (at its own expense) procure and maintain building insurance policy and insurance in respect of all third party liability risks in relation to the Designated Space and supply the Licensor a copy of the insurance policies

4 **Indemnity**

The Licensee will keep the Licensor and the Trustees in connection with this Licence indemnified against all liabilities, expenses, costs, claims, damages and losses howsoever arising directly or indirect whether statutory or at common law or in equity from this Licence and any breach of any Licensee obligations in this Licence, or any act or omission of the Licensee or its respective contractors, subcontractors or agents or any other person with the actual or implied authority of any of them brought against or suffered or incurred by the Licensor and the Trustees

5 **Licensor's Undertaking.**

The Licensor will not object to the Licensee's planning application for the Authorised Use and RPW. For the avoidance of doubt, the Licensor's undertaking under this clause 5 is not in its capacity as a planning authority.

6 **General**

6.1 **Determination**

6.1.1 The Licensee may end the Licence Period at any time by giving to the Licensor not less than three month's months' prior written notice to that effect (the date of expiry of that notice being the "**Termination Date**") subject to the Licensee RPW being completed during the given notice period and to the satisfaction of the Licensor

6.1.2 The Licensor may end this Licence in the event of the Licensee failures to obtain any Necessary Consent or the MoD Consent or the Necessary Consent or the MoD Consent is revoked.

6.1.3 On material breach of the Licence by the Licensee which has not been remedied by the Licensee following notice by the Licensor and a reasonable time (specified in the Licensor's notice) in which to remedy the material breach.

6.1.4 On the Termination Date this Licence will terminate but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Licence.

6.2 **Status of licence**

The Licensee acknowledges and declares that:

6.2.1 It shall occupy the Designated Space as a licensee.

6.2.2 The Licensor and the Licensee do not intend to create between them the relationship of landlord and tenant.

6.3 **Dealings**

6.3.1 the Designated Space shall be occupied by the Kensington Aldridge Academy only.

6.3.2 The licensee will not in any way part with possession or occupation of the Designated Space in whole or in parts other than as permitted under clause 6.3.1 above

6.4 Warranty excluded

The Licensor gives no representation or warranty that the Authorised Use is or will be or will remain a permitted use within the provisions of the Planning Acts or that the Designated Space is physically safe fit or suitable for the Authorised Use or possess the Necessary Consents.

6.5 Liability excluded

The Licensor is not to be liable for the death of or injury to the Licensee and anyone authorised by it for and damage to any property of the Licensee or its employees or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by them in the exercise or purported exercise of the permission given by clause 2.

6.6 Agreement on environmental liabilities

Notwithstanding any other provisions in this Licence, the Licensor and Licensee agree that:

6.6.1 (a) Any liability on or before the 13 July 2017 under Environmental Law (including, without limitation, any liability under the Contaminated Land Regime) arising in respect of Hazardous Substances in, on, under or emanating from the Designated Space, shall be the sole responsibility of the Licensor .

(b) Any liability after the 13 July 2017 under Environmental Law (including, without limitation, any liability under the Contaminated Land Regime) arising as a result of the Authorised Use in respect of Hazardous Substances in, on, under or emanating from the Designated Space shall be the sole responsibility of the Licensee.

6.6.2 This clause 6.6 constitutes an agreement on liabilities under the Department for Environment, Food and Rural Affairs' statutory guidance on the Contaminated Land Regime.

6.6.3 If the Enforcing Authority serves a notice under the Contaminated Land Regime on either party, either party may produce a copy of this clause 6.6 to any Enforcing Authority or court for the purposes of determining liability under the Contaminated Land Regime, regardless of any confidentiality agreement that may exist between the parties relating to this Licence or any of its provisions.

6.6.4 Neither party shall challenge the application of the agreement on liabilities set out in this clause.

6.7 Service of notices

6.7.1 Any notice served under this Licence by the Licensor on the Licensee will be sufficiently served if delivered by hand or sent by recorded or special delivery post addressed to the Licensee at:

- (a) to the Licensor : **Nigel Brown**, Head of Asset Strategy & Portfolio Management , at 6th floor, 3 Shortlands Hammersmith London W6 8DA
- (b) To the Licensee : **Stephen Batcheler**, Project Director, Strategic and Complex Projects – Capital Standards and Assessment Team, Education & Skills Funding Agency, 4th Floor Sanctuary Buildings, Great Smith Street, London, SW1P 3BT.

6.7.2 All notices given under this Licence must be in writing and are to be deemed served:

- (a) on delivery if delivered by hand and
- (b) on the second Working Day after the posting by recorded post to the other party.

6.7.3 Fax and email do not constitute written notice for the purposes of this Licence

6.8 Rights of third parties

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

6.9 Governing law and jurisdiction

6.9.1 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.

6.9.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

6.10 Licensor's Powers

6.10.1 The Licensor enters into this Licence pursuant to its powers under sections 111, 120, 122 and 123 of the Local Government Act 1972 the Education Act 1996 section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Licence and to perform all obligations on its part herein contained.

6.10.2 Nothing in this Licence shall fetter the Licensor in the proper performance of its statutory functions

6.11 **Non Merger**

This Licence will remain in full force and effect so far as not implemented at completion of the Licence

6.12 **Disputes**

6.12.1 Any dispute or difference which may arise between the parties concerning, arising out of or in any way connected with the provisions of this Licence shall first be referred to be determined by the Parties' senior management representatives. In default of such determination within 21 days the matter shall be referred to an arbitrator agreed upon by the parties or, in default of agreement within 14 days of either party requiring the other to consent to the appointment of a Arbitrator, appointed at the request of either party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.

6.12.2 **Role of the Arbitrator**

Any reference to an arbitrator shall, if the parties agree in writing within 14 days of its appointment, be deemed to be a reference to an expert but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996.

6.12.3 **Provisions for an Expert**

If the arbitrator acts as an expert:

- (a) the parties shall be invited to and shall be entitled to submit to him representations and cross-representations with such supporting evidence as he shall reasonably consider necessary;
- (b) he shall have proper regard to any representations and cross-representations made in making his decision;
- (c) he shall deliver his decision in writing giving reasons for his decision; and
- (d) the reference to him shall include authority to determine in what manner and proportions, if any, all the costs of the referral shall be borne.

6.12.4 **Decision of the Arbitrator**

Subject to the provisions of Clause 6.12.1 the decision or award of the Arbitrator shall be final and binding on the parties save in the case of manifest error.

6.12.5 **Replacement of the Arbitrator**

The parties may require the dispute or difference to be referred to a different chartered surveyor, to be appointed under Clause 6.12.1 if either of them reasonably considers that the Arbitrator appointed to decide the dispute or

difference is not appropriately qualified to determine the dispute or difference in question.

6.12.6 Incapacity of the Arbitrator

- (a) If, before the making of his final determination, the Arbitrator dies or otherwise ceases to act as Arbitrator, the parties shall promptly appoint another Arbitrator in accordance with Clause 6.12.1
- (b) No further Arbitrator shall be entitled to disregard any direction of the former Arbitrator or to revise any award or decision of the previous Arbitrator

6.13 Pest Control

The Licensee shall use reasonable endeavours to control infestation (if any) in the buildings to be erected on the Designated Space as may be necessary and prior to doing so shall consult and co-operate with the Licensor

6.14 Security

- (i) The Licensee will notify the Licensor in writing as and when it relocates its pupils during the licence period and will ensure any empty Property is made safe from trespassing and squatting and not in breach of the Licensee's insurance of the Property
- (ii) The Licensee will arrange and supply the Licensor with risk assessment report

6.15 KAA Occupation and COVID-19 Provisions

- 6.15.1 In the event of KAA requirements to vacate its main school site due to contamination and health and safety issues, the Licensee must give the Licensor two weeks prior written notice of the same
- 6.15.2 In the event of KAA wish to re-occupy the Designated Space in whole or part due to any reason associated with COVID-19, the Licensee must give the Licensor four weeks prior written notice to allow the Licensor to conduct a consultation with the Wormwood Scrubs Charitable Trust Committee (WSCTC) and local residents in respect of the same.
- 6.15.3 In the event of an increase in KAA number of pupils over its 400 at any time after September 2020, the Licensee must give the Licensor four weeks prior written notice to allow the Licensor to conduct a consultation with WSCTC and local residents in respect of the same.
- 6.15.4 During any occupation of the Designated Space by KAA, it must adhere to COVID-19 requirements imposed by the UK Government, the Licensor and the Department for Education from time to time

This Licence has been executed on the date stated at the beginning of it.

Schedule 1

Rights granted

The right:

- 1 of support and protection from the remainder of the Estate to the extent that they provide support and protection to the Designated Space at the date of this Licence;
- 2 to use the Accessways for the purposes only of vehicular or pedestrian access (in accordance with the Plan) to and egress from the Designated Space subject to clause 3.5(e);
- 3 on a reasonable prior notice given to the Licensor and to comply at all times with the Licensor's reasonable requirements before and when entering the Estate or the Other Licensor's Land to use and to connect into any Conduits at the Estate or Other Licensor's Land which are in existence at the date of this Licence or are installed during the period of this Licence Provided such right shall not interfere with or impair any conduits and services serving the Other Licensor's Land and adjoining or nearby properties;
- 4 On a reasonable prior notice given to the Licensor and to comply at all times with the Licensor's reasonable requirements before and when entering the Estate or the Other Licensor's Land to install and construct Conduits in the approximate position and locations shown on the plan attached at Schedule 6 subject to a final plan for each conduit first being approved by the Licensor and Provided such right shall not interfere with or impair the conduits and services serving the Other Licensor's Land and adjoining or nearby properties.
- 5 on a reasonable prior notice given to the Licensor and to comply at all times with the Licensor's reasonable requirements before and when entering the Estate and Other Licensor's Land to enter the Estate and Other Licensor's Land so far as is reasonably necessary to carry out any works to the Designated Space and to maintain and repair the Conduits required or permitted by this Licence.
- 6 the person exercising right under clauses 3, 4 and 5 above causing as little damage disturbance or inconvenience as reasonably possible to the Licensor, the Estate and the other Licensor's Land making good as soon as reasonably practicable to the Licensor's satisfaction any damage to the Estate or the Other Licensor's Land caused by the exercise of these rights.

Schedule 2

Rights reserved

The following rights are excepted and reserved to the Licensor:

- 1 the right to develop, alter and use the Estate;
- 2 the right to enter the Designated Space to carry out any works to the remainder of the Estate or to service the Conduits serving the Estate or other adjoining property of the Licensor subject to reasonable notice being given to the Licensee and to comply at all times with the Licensee's reasonable requirements when entering the Designated Space.

Signed by **The Mayor and Burgesses of the
London Borough of Hammersmith and Fulham**

Authorised Officer for and on behalf of the
Licensor

Borough Solicitor / Chief Solicitor

The Corporate Seal of the **Secretary of State for
Housing Communities and Local Government**
hereunto affixed is authenticated by:

Authorised signatory:

Schedule 3

The Retained Works

The retained Works in accordance with Planning Permission below, relates to the construction of a temporary school for the Kensington Aldridge Academy (KAA), which has been displaced following the Grenfell Fire. The temporary school located on the Wormwood Scrubs Parade Ground constructed from a series of modular cabins to provide suitable accommodation to deliver the school's curriculum. Planning Permission 19/0045/FUMOPDC granted to the Licensee on 18 April 2019 for retention of three 2-story temporary modular units, one 3-story temporary modular unit and two single-story temporary units, hardstanding, substation, pedestrian access, fencing and other associated works to provide education use (USE Class D1) for a limited period until 31ST July 2022

Schedule 4
Copy MOD Consent

Schedule 5

Reinstatement Programme Works (RPW)

Once Kensington Aldridge Academy can be returned to their permanent location at 1 Silchester Road, London, W10 6EX, the temporary school located on the Wormwood Scrubs Parade Ground will be decanted and the site reinstated.

The reinstatement programme works is to take 12 weeks and in accordance with reinstatement scope of works to be agreed by the parties in accordance with the provisions of Clause 3.3.3 of this Licence.

Schedule 6
Services locations Plans

Schedule 7

Schedule of Condition