

12 March 2021

Agreement made pursuant to Section 111 of the Local Government Act
1972
relating to

Discovery Special Academy at Sandy Flatts Lane, Middlesbrough, TS5
7YN

The Council of the Borough of Middlesbrough ⁽¹⁾ and
The Secretary of State for Housing, Communities and Local Government ⁽²⁾

CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION	1
2. STATUTORY BASIS	3
3. CONDITIONS PRECEDENT	3
4. COVENANTS AND DECLARATIONS	3
5. NON-FETTER AND WAIVER	3
6. TERMINATION	3
7. NOTIFICATION	3
8. DISPUTE RESOLUTION	4
9. THIRD PARTY RIGHTS	5
10. COSTS	5
11. JURISDICTION	5
SCHEDULE 1	6
Plans	6
SCHEDULE 2	7
Draft form of Planning Permission	7
SCHEDULE 3	8
Developer's Covenants	8
SCHEDULE 4	9
Council's Covenants	9
SCHEDULE 5	10
Form of Section 106 Agreement	10

DATE 12 March 2021

PARTIES

- (1) **The Council of the Borough of Middlesbrough** of Town Hall, PO Box 503, Middlesbrough TS1 9FX (**Council**).
- (2) **The Secretary of State for Housing, Communities and Local Government** of 2 Marsham Street, London, SW1P 4DF (**Developer**).

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the administrative area in which the Site is situated.
- (B) The Council is also the proprietor of the freehold title to the Site which is registered at the Site Registry under Title Number CE188039.
- (C) The Council (in its capacity as landowner) and the Developer have entered into the Conditional Contract which contains obligations to enter into this Agreement.
- (D) The Developer has submitted the Application to the Council for planning permission for the Development.
- (E) The Parties are prepared to enter into this Agreement pursuant to Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 which enable the Council to enter into a contract to this effect for purposes incidental to the Council's functions as local planning authority for the area in which the Site is situated.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions shall have the following meanings:

1990 Act	the Town and Country Planning Act 1990.
Application	the application for planning permission for the Development which was validated by the Council on 24 September 2020 under reference number 20/0566/FUL.
Commencement of Development	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act.
Completion	has the same meaning as in the Contract.
Contract	the conditional contract for the sale and purchase of the Site dated 4 May 2020 and made between (1) the Council and (2) the Developer.
Development	means the erection of a school building (Class F1) with associated outdoor-sports areas, parking and landscaping.
Expert	a person of at least 10 years post qualification experience in the subject matter of the dispute.
Transfer	a transfer of the Site which may be completed between (1) the Council and (2) the Developer pursuant to the terms of the

Contract.

- | | |
|------------------------------|---|
| Mortgage | any mortgage or legal charge of which may be granted by the Developer in respect of the Developer's interest in the Site at any time prior to the completion of the Section 106 Agreement. |
| Occupation | occupation for the purposes permitted by the Planning Permission but not including occupation for the purposes of fit out, decoration, marketing, display or security operations and the term Occupy shall be construed accordingly. |
| Plan | drawing reference VAL 5729 dated 25 May 2016 appended hereto at Schedule 1. |
| Planning Obligations | the obligations, conditions and stipulations set out in the Section 106 Agreement and the term Planning Obligation shall be construed accordingly. |
| Planning Permission | a planning permission permitting the Development granted by Council pursuant to the Application substantively in the form attached as the Schedule 2. |
| Section 106 Agreement | the agreement which shall be made pursuant to Section 106 of the Town and Country Planning Act 1990 substantially in the form appended to this Agreement at Schedule 5. |
| Section 106 Party | any party with a legal interest in the Site (other than the Council) as at the date of the completion of the Section 106 Agreement. |
| Site | all that land known as Discovery Special Academy at Sandy Flatts Lane, Middlesbrough, TS5 7YN shown edged red on the Plan. |
| Working Day | any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday. |
- 1.2 Reference in this Agreement to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.3 Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 Any words denoting natural person shall include legal persons and vice versa.
- 1.5 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Agreement.
- 1.6 Where a party includes more than one person any obligations of that party shall be joint and several.
- 1.7 Clause headings shall not affect the construction of this Agreement.
- 1.8 Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. STATUTORY BASIS

This Agreement is made pursuant to Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers so enabling.

3. CONDITIONS PRECEDENT

Clause 4 of this Agreement is conditional upon and does not become effective unless and until the Planning Permission is granted.

4. COVENANTS AND DECLARATIONS

- 4.1 The Developer covenants with the Council to perform, observe and comply with the obligations, restrictions and requirements contained in Schedule 3 to this Agreement.
- 4.2 The Council covenants with the Developer to perform, observe and comply with the obligations and requirements contained in Schedule 4 to this Agreement.

5. NON-FETTER AND WAIVER

- 5.1 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.
- 5.2 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 5.3 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Agreement.

6. TERMINATION

This Agreement shall determine and cease to have effect in the event that:

- (a) the Council does not grant the Planning Permission pursuant to the Application;
- (b) the Planning Permission is at any time revoked or modified (without the consent of the Owner) pursuant to Part IV of the 1990 Act; or
- (c) the Planning Permission is at any time quashed following a successful legal challenge.

7. NOTIFICATION

- 7.1 Any notice, request, demand or other written communication to be given or served under this Agreement must be in writing and must be:
 - 7.1.1 delivered by hand; or
 - 7.1.2 sent by pre-paid first class post or other next working day delivery service.
- 7.2 Any notice, request, demand or other written communication to be given or served under this Agreement must be sent to the relevant party as follows:
 - 7.2.1 to the Council at Legal Services, Middlesbrough Council, PO Box 503, Town Hall, Middlesbrough, TS1 9FX marked for the attention of Head of Legal Services;

7.2.2 to the Owner at Department for Education, Sanctuary Buildings, 20 Great Smith St, Westminster, London SW1P 3BT marked for the attention of Jeremy Wayman;

at or as otherwise specified by the relevant party by notice in writing to each other party whether or not in accordance with Clause 7.

7.3 Any notice, request, demand or other written communication given or served in accordance with Clause 7.1 or Clause 7.2 shall be deemed to have been received:

7.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

7.3.2 if sent by pre-paid first class post or other next working day delivery service, on the Working Day after posting.

7.4 A notice, request, demand or other written communication given under this deed shall not be validly given if sent by fax or e-mail.

7.5 This Clause 7 does not apply to the service of any proceedings or other documents in any legal action.

8. DISPUTE RESOLUTION

8.1 Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

8.2 Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one party to the other(s) and which has not been resolved within 20 Working Days (or such lesser period as may be agreed) of the date of receipt by the other party(s) of such written notice may be referred at the instance of any party for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.

8.3 The following provisions and terms of appointment shall apply to such disputes or disagreements:-

8.3.1 the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 8.2 above, shall be appointed or identified by the President of the Bar Council.

8.3.2 the Expert will act as an expert and not as an arbitrator

8.3.3 the Expert shall be required to give notice of their appointment to each of the parties (**Expert's Notice**) and thereafter:

(a) the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;

(b) the other parties shall have 20 Working Days from the receipt of such written submission (or such extended period as the Expert shall allow) to respond;

(c) the Expert shall disregard any representations made out of this time;

(d) the Expert may request further information or documentation and the parties shall comply with any requests by the Expert for further information or documentation within a reasonable time; and

- (e) to the extent not provided for by this clause the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.

- 8.3.4 the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;
 - 8.3.5 the Expert's decision shall be in writing and shall give reasons for the decision; and
 - 8.3.6 each party shall bear its own costs and the Expert's costs shall be payable in the determination of the Expert.
- 8.4 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
- 8.4.1 either party may apply to the relevant body as per Clause 8.3.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and
 - 8.4.2 Clause 8.3 shall apply to the new Expert as if they were the first Expert appointed.

9. THIRD PARTY RIGHTS

No person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 **PROVIDED THAT** this clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law including successors in title to the Site.

10. COSTS

The Developer shall on (or prior to) the date hereof pay the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Agreement (including the form of Section 106 Agreement appended at Schedule 2 in the sum of £300.

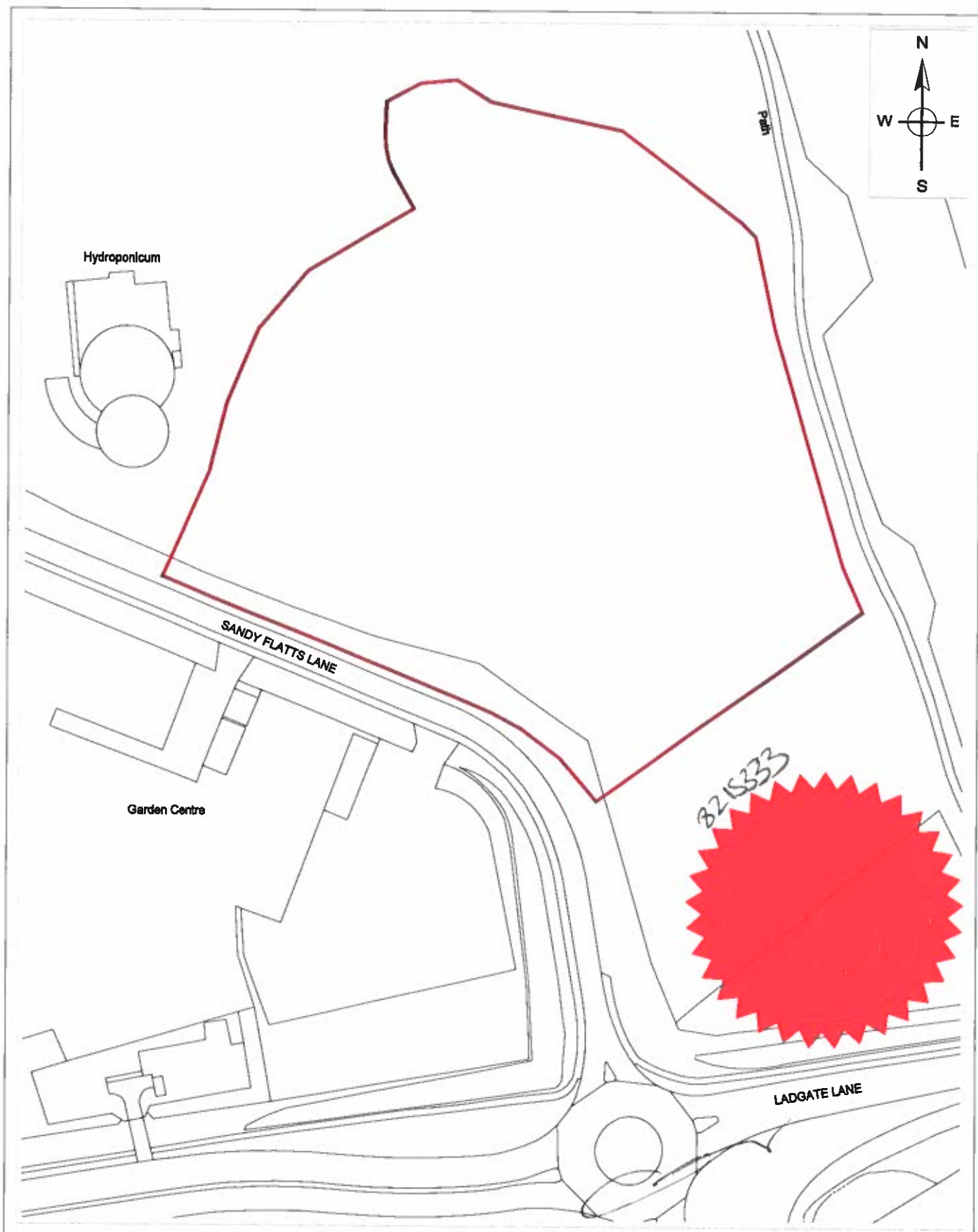
11. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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

SCHEDULE 1

Plans



TIM WAKE VALUATION & ESTATES

NATURES WORLD LAND
SANDY FLATTS LANE
ACKLAM

Scale: 1:1250

Date: 25th MAY 16

Drawn: JMS

Dwg No: VAL 5729

© Crown Copyright and database rights 2011 Ordnance Survey LA100023413.

Handwritten signature: Kelly Harris

SCHEDULE 2

Draft form of Planning Permission

DRAFT

20/0566/FUL



Contact: Peter Wilson
Telephone: 01642 729466
Email: peter_wilson@middlesbrough.gov.uk
Our Ref: 20/0566/FUL

3rd March 2021

Mrs Kayleigh Dixon
DPP
Milburn House
Dean Street
Newcastle Upon Tyne
NE1 1LF

Dear Sir/Madam

Town and Country Planning Act 1990

Proposal Erection of school building (Class F1) with associated outdoor-sports areas, parking and landscaping

Location Former Natures World Sandy Flatts Lane Middlesbrough TS5 7YN

The above application received on 24th September 2020 was considered by the Council and it has been agreed that permission should be granted. I therefore enclose the appropriate approval certificate. If an application under the Building Regulations was also submitted, development must not commence until Building Regulations Approval has been received from Building Control.

Should Building Control require any alterations to the approved plan(s), in order to issue a Building Regulations Approval, you are required to resubmit copies of the amended plan(s) to me for approval before commencing work.

If applicable, I would also draw your attention to the conditions of the permission and particularly if there are matters requiring approval before development commences. This must be done by way of a formal application for the approval of details reserved by a condition. Forms are available on request or alternatively they can be downloaded from the Council's website (www.middlesbrough.gov.uk) or submitted electronically via the Planning Portal (www.planningportal.gov.uk). A fee will be payable per request, and the case officer above will be able advise you of this and the procedure as a whole.

Please note that failure to comply with conditions could lead to the Council considering the taking of enforcement action.

Yours faithfully

A handwritten signature in black ink, appearing to read "P. Clarke".

Head of Planning

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

APPROVAL



Agent:
Mrs Kayleigh Dixon
DPP
Milburn House
Dean Street
Newcastle Upon Tyne
NE1 1LF

Applicant:
Interserve Construction
Ltd
C/o DPP

Proposal: Erection of school building (Class F1) with associated outdoor-sports areas, parking and landscaping

Address: Former Natures World, Sandy Flatts Lane, Middlesbrough, TS5 7YN

The Middlesbrough Council as the Local Planning Authority HEREBY PERMIT the development proposed by you in your application registered on 24 September 2020 and shown on the approved plan(s) subject to the conditions and reasons specified hereunder:

CONDITIONS/REASONS

1 Time Limit

The development to which this permission relates must be begun not later than the expiration of three years beginning with the date on which this permission is granted.

Reason: The time limit condition is imposed in order to comply with the requirements of Section 91 of the Town and Country Planning Act 1990.

2 Approved Plans

The development hereby approved shall be carried out in accordance with the following approved plans:

- a) Site Location Plan (Rev P02)
- b) Site Plan - Proposed (Rev P11)
- c) Level 00 - Proposed Plan (Rev P17)
- d) Proposed Elevations (Rev P08)
- e) Roof - Proposed Plan (Rev P02)
- f) Building Section 1 - Proposed (Rev P03)
- g) Building Section 2 - Proposed (Rev P03)
- h) Indicative Site Sections (drawing no. 137060/8002 Rev B)

- i) Landscape Masterplan (drawing no. 137060/8001 Rev E)
- j) External Lighting Strategy Layout (Rev P01)

Reason: To ensure a satisfactory form of development and for the avoidance of doubt.

3 Samples of Materials

The development hereby approved shall only be carried out using finishing materials of which samples have been submitted to and approved by the Local Planning Authority.

Reason: To ensure the use of satisfactory materials

4 Validation Report of Remediation Works

Before the occupation of any part of the development hereby approved, a validation report shall be submitted to and approved in writing by the Local Planning Authority. The validation report shall confirm that all the proposed remediation works set out in the Phase I (UK19.4497, dated 3rd July 2019) and Phase II (UK19.4497C, dated 29th November 2019) Geo-Environmental Desk Studies by EPS were completed before occupation of any part of the site or school building hereby approved.

Reason: To ensure the appropriate decontamination of the site in the interests of safety, local amenity and the amenities of the potential occupiers of the site.

5 Sound Testing - Validation Report

Prior to the installation of any plant or machinery to be used as part of the school building hereby approved, it shall include sound attenuation measures that are based on the results of a desk-top noise impact assessment of the chosen plant or machinery that have first been submitted to and approved in writing by the Local Planning Authority. Any desk-top noise impact assessment shall include any specific mitigation measures to predict compliance within the given noise limits.

The chosen plant or machinery shall then be installed in accordance with the approved sound attenuation works and thereafter retained on site in full accordance with the approved details in an operational state for the lifetime of the building.

Reason: To ensure a satisfactory form of development in the interests of the amenities of residents having regard for policies DC1, CS5 of the Local Plan and section 12 of the NPPF.

6 Surface Water Drainage Management Plan

Prior to the commencement of the development on site, details of a Surface Water Drainage Management Plan must be submitted to and approved in writing by the Local Planning Authority. The Management Plan shall include:

- i. A build program and timetable for the provision of the critical surface water drainage infrastructure.
- ii. Details of any control structure(s) and surface water storage structures
- iii. Details of how surface water runoff from the site will be managed during the construction Phase
- iv. Measures to control silt levels entering the system and out falling into any watercourse or public sewer during construction.

The development shall, in all respects, be carried out in accordance with the approved Management Plan.

Reason: To ensure the development is supported by an appropriately designed surface water disposal infrastructure scheme and to minimise the risk of increased flooding and

contamination of the system during the construction process having regard for policies DC1 and CS4 of the Local Plan and section 14 of the NPPF.

7 Surface Water Drainage Management and Maintenance Plan

The development shall not be occupied until a Management & Maintenance Plan for the surface water drainage scheme has been submitted and approved by the Local planning Authority; the plan shall include details of the following;

- i. A plan clearly identifying the arrangements for the adoption of the surface water system by any public authority or statutory undertaker (i.e s104 Agreement) and any other arrangements to secure the operation of the scheme throughout its lifetime.
- ii. Arrangements for the short and long term maintenance of the SuDS elements of the surface water system

Reason: To ensure that the surface water drainage infrastructure is maintained to minimise the risk flooding in the locality having regard for policy CS4 of the Local Plan and section 14 of the NPPF.

8 Foul and Surface Water NWL

Development shall not commence until a detailed scheme for the disposal of foul and surface water from the development hereby approved has been submitted to and approved in writing by the Local Planning Authority in consultation with Northumbrian Water and the Lead Local Flood Authority. Thereafter the development shall take place in accordance with the approved details.

Reason: To ensure the site is developed in a manner that will not increase the risk of surface water flooding to site or surrounding area having regard for policy CS4 of the Local Plan and section 14 of the NPPF.

9 Surface Water Drainage Approved Details

The development shall not be occupied until the surface water drainage works have been implemented in accordance with the submitted and approved Drainage Philosophy, DISC-BGP-00-xx-RP-C-001 (issue 001) dated 14 August 2020 and Surface Water Drainage Plan, DISC-BGP-01-xx-DR-C-01130 (Revision P01), dated 29 July 2020 which should follow the principles as outlined in the Flood Risk assessment, DISC-BGP-00-xx-RP-C-002 (Version 1) dated 14 July 2020 and restricts surface water discharge from the development to a greenfield runoff rate of no less than 5 l/s per Ha or as specified by the LLFA.

Reason: To ensure the site is developed in a manner that will not increase the risk of surface water flooding to site or surrounding area having regard for policy CS4 of the Local Plan and section 14 of the NPPF.

10 Car and Cycle Parking Laid Out

No part of the development hereby approved shall be occupied until the areas shown on the approved plans for parking and manoeuvring of vehicles (and cycles, if shown) have been constructed and laid out in accordance with the approved plans, and thereafter such areas shall be retained solely for such purposes.

Reason: To ensure a satisfactory form of development and in the interests of highway safety having regard for policies CS5 and DC1 of the Local Plan and sections 9 and 12 of the NPPF.

11 Method of Works Statement

The development hereby approved shall not be commenced until a detailed method of works statement has been submitted to and approved in writing by the Local Planning Authority. Such statement shall include at least the following details:

- a) Routing of construction traffic, including signage where appropriate;
- b) Arrangements for site compound and contractor parking;
- c) Measures to prevent the egress of mud and other detritus onto the public highway;
- d) A jointly undertaken dilapidation survey of the adjacent highway;
- e) Program of works; and,
- f) Details of any road/footpath closures as may be required.

The development must be carried out in accordance with the approved details.

Reason: To ensure that the development can be carried out in a manner that will not be to the detriment of amenity of local residents, free flow of traffic or safety of highway users having regard for policy DC1 of the Local Plan.

12 Travel Plan

Within 3 months of the commencement of development hereby approved a full Travel Plan must be submitted to and approved in writing by the Local Planning Authority. The approved Travel Plan shall be implemented prior to first occupation with the development thereafter being occupied in accordance with the approved Travel Plan unless agreed otherwise in writing by the Local Planning Authority.

Reason: To promote sustainable transport measures for visitors/staff/residents having regard for policy CS4 of the Local Plan and section 9 of the NPPF.

13 Off-Site Highway Works

The development hereby permitted shall not come into use until the highway works detailed below have been carried out in accordance with the submitted drawing(s) 19213-HL-00-XX-DR-A-1600-S4-P12 or such plans which are subsequently submitted to and approved in writing by the Local Planning Authority:

- a) Provision of a 2m footway along Sandy Flatts Lane linking the site to existing facilities on Ladgate Lane, extending from Ladgate Lane to the site's northernmost site boundary.

Reason: In the interests of providing a safe means of access to the site by all modes of transport and to, minimise disruptions to the free flow of traffic having regard for policies DC1 and CS5 of the Local plan and sections 9 and 12 of the NPPF.

14 Soft Landscaping

Prior to the occupation of the school hereby approved, a detailed scheme for tree planting and associated soft landscaping works (based on the indicative landscaping proposals on the approved Landscape Masterplan drawing) shall be submitted to and approved in writing by the Local Planning Authority. The detailed scheme shall include details of the proposed trees to be planted, including their species, size and location. The tree planting and associated landscaping works shall take place during the first available planting season (October-March) following the completion of building works on the site. The Local Planning Authority shall be notified within two weeks of the landscape planting works.

Reason: To ensure the satisfactory implementation of an approved landscaping scheme in the interests of the visual amenities and landscape features of the area.

15 Landscape Management Plan

A landscape management plan, including management responsibilities and maintenance schedules for a minimum of five years, and including arrangements for its implementation, for all landscape areas shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of any part of the development for its permitted use. Thereafter, the approved landscape management plan shall be carried out as approved.

Reason: To ensure the satisfactory implementation of an approved landscaping scheme in the interests of the visual amenities and landscape features of the area.

16 Replacement Planting

If within a period of five years from the date of the planting of any tree, that tree, or any tree planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree of the same species and size as that originally planted shall be planted at the same place, unless the local planning authority gives its written consent to any variation.

Reason: In the interests of the general amenities of the area and a satisfactory landscaping scheme.

17 Details of Boundary Treatments

Notwithstanding the approved plans, prior to their installation, details of all boundary treatments for the development hereby approved shall be submitted to and approved in writing by the local planning authority. Details for submission shall include the design, specification and positioning of the boundary treatments. Any approved boundary treatments shall then be implemented as part of the development hereby approved.

Reason: In the interests of the visual amenities of the local area and the character and appearance of the Green Wedge.

18 Details of Refuse Store

Prior to the first use of the development hereby approved, details of the proposed refuse store for the school shall be submitted to and approved in writing by the Local Planning Authority. The details for submission shall include the finishing materials and elevations of the refuse store based on the proposed location as shown on the approved drawings. Any approved specifications for the refuse store shall then be implemented as part of the approved development and retained in perpetuity.

Reason: To ensure an appropriate refuse store design that does not harm the visual amenities of the local area.

19 Details of Cycle Store

Prior to the first use of the development hereby approved, details of the proposed cycle store for the school shall be submitted to and approved in writing by the Local Planning Authority. The details for submission shall include the proposed finishing materials and elevations of the cycle store based on the proposed location shown on the approved drawings. Any approved specifications cycle store shall then be implemented as part of the approved development and retained in perpetuity.

Reason: To ensure appropriate cycle store provision for all users of the site in accordance with the principles of the NPPF.

20 Wildlife Mitigation

A scheme identifying the locations of bat and owl nesting boxes to be incorporated within the approved development shall be submitted to and approved in writing by the Local Planning Authority. The bat and owl nesting boxes of the approved scheme shall then be installed at the agreed locations within six months of the first use of the approved school use, and retained in perpetuity.

Reason: To enhance habitats for wildlife in accordance with the requirements and guidance of the National Planning Policy Framework.

21 Site Clearance and Protection of Nesting Birds

Any works to clear the site in preparation for development (including removal of vegetation and any groundworks) should be initiated outside of the bird breeding season (March to October). If preparatory site clearance works cannot be undertaken outside of the bird breeding season, a suitable methodology for undertaking site clearance works shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the approved methodology shall be carried out on site.

Reason: To provide adequate protection for nesting and breeding birds.

22 Floodlighting

No floodlighting shall be erected other than in accordance with details to be first submitted to and approved in writing by the Local Planning Authority. The details shall include a plan which identifies the location of lighting columns along with lighting levels that will be provided at the development (including light spill), and the hours of operation of the lighting in accordance with the Institute of Lighting Professionals 'Guidance Notes for the Reduction of Obtrusive Light 2011'. The construction and use of the floodlighting shall be carried out in accordance with the approved details.

Reason: To ensure a satisfactory form of development in the interests of the amenities of nearby residents and local wildlife having regard for policies DC1, CS5 of the Local Plan and section 12 of the NPPF.

23 Construction Method Statement

The development hereby approved shall not be commenced until a detailed Construction Method Statement has been undertaken and then submitted to and approved in writing by the Local Planning Authority. The Statement shall detail how pollution associated with the development hereby approved shall be controlled to protect priority habitats as identified in the submitted Preliminary Ecological Appraisal.

Reason: To ensure a satisfactory form of development in the interests of the protection of local wildlife having regard for policies DC1, CS5 of the Local Plan and section 12 of the NPPF.

REASON FOR APPROVAL

This application is acceptable as the proposed SEN school and associated works is in full accordance with the relevant national and local planning policies.

In particular, the proposed development adheres to the principles and guidance contained within the National Planning Policy Framework and the policies regarding sustainable development, the efficient use of land, transport and accessibility, appropriate measures to mitigate flood risk, conserving and enhancing the historic environment, and it would not be detrimental to the amenities of local residents and other neighbouring uses. Although the proposed school development would be situated in a location being allocated for Green Wedge, the benefits of the proposed development for the wider community are considered to outweigh the lost part of Green Wedge.

Accordingly, the Local Planning Authority considers that there are no material planning considerations that would override the general assumption that development be approved unless other material factors determine otherwise.

INFORMATIVES

Informatives: Cleveland Fire Service

Access and Water Supplies should meet the requirements as set out in: Approved Document B Volume 2: 2019, Section B5 for buildings other than Dwellings. It should be noted that Cleveland Fire Brigade now utilise a Magirus Multistar Combined Aerial Rescue Pump (CARP) which has a vehicle weight of 17.5 tonnes. This is greater than the specified weight in AD B Vol 2 Section B5 Table 15.2.

Cleveland Fire Brigade is fully committed to the installation of Automatic Fire Suppression Systems (AFSS) in all premises where their inclusion will support fire safety. It is therefore recommended that as part of the submission consideration is given to the installation of sprinklers or a suitable alternative AFS system.

Informatives: Highways Related Matters**Works to Highway - S278**

The proposals will require alterations to the existing highway and as such will require an Agreement under Section 278 of the 1980 Highways Act. The applicant is urged to consult early with the Highway Authority (tel: 01642 728156) to discuss these proposals. This agreement must be completed and in place before work commences.

Informative: Drainage Related Matters**Sustainable Drainage Systems**

Sustainable Drainage Systems (SuDS) should be considered when designing drainage, driveways and car parking areas.

Permeable Surfacing

Guidance on permeable surfacing of front gardens is available on the Communities and Local Government Website: www.communities.gov.uk

Informative: Northumbrian Water matters

How to satisfy the NWL condition: The developer should develop their surface water drainage solution by working through the Hierarchy of Preference contained within Revised Part H of the Building Regulations 2010. Namely: Soakaway, Watercourse, and finally Sewer.

If sewer is the only option, the developer should contact Northumbrian Water to agree allowable discharge rates and points into the public sewer network. This can be done by submitting a pre-planning enquiry directly to us. Full details and guidance can be found at <https://www.nwl.co.uk/developers/predevelopment-enquiries.aspx> or telephone 0191 419 6559.

Please note that the planning permission with the above condition is not considered implementable until the condition has been discharged. Only then can an application be made for a new sewer connection under Section 106 of the Water Industry Act 1991.

Please note that this notice does not relieve the applicant from the need to ensure compliance with the appropriate provisions of the Building Act 1984 and the Building Regulations 2000.

IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES ACCOMPANYING THIS NOTICE

SCHEDULE 3

Developer's Covenants

1. COMPLETION OF THE SECTION 106 AGREEMENT

- 1.1 The Developer shall prior to Completion deliver to the Council a duly executed engrossment of the Section 106 Agreement executed in escrow by the Developer and/or any other Section 106 Parties (but excluding the Council) and the sole escrow condition shall be the completion of the Transfer.
- 1.2 In complying with the obligation contained in Paragraph 1.1 of Schedule 3 the Developer shall:
- 1.2.1 make such amendments to the Section 106 Agreement as required as a consequence of Schedule 5 of this Agreement.
 - 1.2.2 make such amendments to the form of the Section 106 Agreement as may otherwise be agreed in writing by the Council as appropriate to improve the drafting or interpretation of the Section 106 Agreement;
 - 1.2.3 procure that any Section 106 Party duly executes the engrossment of the Section 106 Agreement;
 - 1.2.4 provide the engrossment to the Council in sufficient parts to enable each party to the Section 106 Agreement to retain an original part of the Section 106 Agreement once completed; and
 - 1.2.5 provide the Council with such evidence of any Section 106 Party's interest in to the Site as the Council may reasonably require.
- 1.3 For the avoidance of doubt upon the delivery to the Council of a duly executed engrossment of the Section 106 Agreement in accordance with Paragraph 1.1 of Schedule 3 the Developer shall authorise the Council to complete the Section 106 Agreement immediately following the completion of the Transfer and shall have procured prior to delivery of the Section 106 Agreement that any Section 106 Party has also so authorised the Council to complete the Section 106 Agreement immediately following the completion of the Transfer.

2. RESTRICTION ON TRANSFER OR DISPOSAL OF INTEREST

The Developer shall not transfer assign or otherwise dispose of any interest in this Site obtained pursuant to the Transfer prior to the completion of the Section 106 Agreement.

SCHEDULE 4

Council's Covenants

1. COMPLETION OF THE SECTION 106 AGREEMENT

- 1.1 Upon receipt of a duly executed engrossment of the Section 106 Agreement from the Developer in accordance with the provisions of paragraph 1 of Schedule 3 the Council shall hold the Section 106 Agreement in escrow pending the completion of the Transfer in accordance with the terms of the Contract.
- 1.2 Immediately following the completion of the Transfer in accordance with the terms of the Contract the Council shall complete the Section 106 Agreement and return an original part of the completed Section 106 Agreement to the Developer and to any other Section 106 Party as soon as reasonably practicable thereafter.

SCHEDULE 5
Form of Section 106 Agreement

2021

Deed of Agreement made pursuant to Section 106 of the Town and
Country Planning Act 1990
relating to

Discovery Special Academy at Sandy Flatts Lane, Middlesbrough, TS5
7YN

The Council of the Borough of Middlesbrough ⁽¹⁾ and
The Secretary of State for Housing, Communities and Local Government ⁽²⁾

CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION	1
2. STATUTORY BASIS	3
3. CONDITIONS PRECEDENT	3
4. COVENANTS & DECLARATIONS	3
5. INDEXATION	4
6. EXCLUSIONS AND RELEASE	4
7. ENTRY INTO FORCE AND DURATION	4
8. REGISTRATION	4
9. NON-FETTER AND WAIVER	5
10. SECTION 73 OF THE 1990 ACT	5
11. VAT	5
12. INTEREST ON LATE PAYMENT	5
13. SEVERANCE	5
14. CHANGE OF OWNERSHIP	5
15. NOTIFICATION	6
16. DISPUTE RESOLUTION	6
17. THIRD PARTY RIGHTS	7
18. COSTS	7
19. JURISDICTION	8
SCHEDULE 1	9
Plans	9
SCHEDULE 2	10
Financial Contributions	10
SCHEDULE 3	11
Council's Covenants	11

DATE 2021

PARTIES

- (1) **The Council of the Borough of Middlesbrough** of Town Hall, PO Box 503, Middlesbrough TS1 9FX (**Council**).
- (2) **The Secretary of State for Housing, Communities and Local Government** of 2 Marsham Street, London, SW1P 4DF (**Owner**)

BACKGROUND

- (A) By virtue of section 1 of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations hereby created are enforceable.
- (B) The Owner is the proprietor of the freehold title to the Site which is registered at the Land Registry under Title Number [].
- (C) The Owner submitted the Application to the Council for planning permission for the Development.
- (D) The Council resolved on 15 January 2021 to grant the Planning Permission subject to the prior completion of this Deed.
- (E) On [●] the parties entered into an agreement under section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 to enable the Council to enter into a contract for purposes incidental to the Council's functions as local planning area for the area in which the Site is situated.
- (F) On [●] the Planning Permission was granted.
- (G) The Owner and Council now enter into this Deed to create planning obligations in respect of the Site pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following expressions shall have the following meanings:

1990 Act	the Town and Country Planning Act 1990.
Application	the application for planning permission for the Development which was submitted to the Council on behalf of the Owner and which was validated by the Council on 24 September 2020 under reference number 20/0566/FUL.
Base Rate	the higher of 5% and the base rate from time to time of Barclays Bank plc.
Contribution	means the Highway Contribution and the TRO Contribution
Commencement of Development	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act SAVE THAT for the purposes of this Deed the term "material operation" shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil

	surveys, diversion and laying of services, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary and/or the temporary display of site notices or advertisements and Commence Development shall be construed accordingly.
Default Interest Rate	4% per annum above the Base Rate.
Development	means the erection of a school building (Class F1) with associated outdoor-sports areas, parking and landscaping.
Expert	a person of at least 10 years post qualification continual and continuing experience in the subject matter of the dispute.
Highway Contribution	means the sum of £20,000 to be payable towards feasibility, design and estimate studies for a mitigation scheme at the Blue Bell roundabout.
Index Linked	<p>increased in accordance with the following formula:</p> <p>Amount payable = the payment specified in this deed x (A/B) where:</p> <p>A = the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due.</p> <p>B – the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.</p>
Occupation	occupation for the purposes permitted by the Planning Permission but not including occupation for the purposes of fit out, decoration, marketing, display or security operations and the term Occupy and Occupied shall be construed accordingly.
Plan 1	drawing reference VAL 5729 dated 25 May 2016 appended hereto at Schedule 1
Planning Obligations	the obligations, conditions and stipulations set out in this Schedule 2 of this Deed and the term Planning Obligation shall be construed accordingly.
Planning Permission	a planning permission permitting the Development granted by Council pursuant to the Application
Reasonable Endeavours	in relation an obligation in this Deed that the party under such obligation shall not be required to take proceedings (including any appeal) in any court, public inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and / or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) are reasonable.
Site	all that Site known as Discovery Special Academy, Sandy Flatts Lane, Middlesbrough, TS5 7YN shown edged red on Plan 1.
Statutory Undertaker	any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking.

TRO Contribution	means the sum of £2,500 to be payable towards the provision of School Keep Clear markings and zig-zags to assist in keeping the school frontage clear of any on-street parking.
Working Day	any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.

- 1.2 Reference in this Deed to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.3 Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 Any words denoting natural persons shall include legal persons and vice versa.
- 1.5 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Deed.
- 1.6 The expression **Owner** shall include their successors in title and assigns.
- 1.7 The expression **Council** shall include any successor authority to its statutory functions under the 1990 Act.
- 1.8 Where a party includes more than one person any obligations of that party shall be joint and several.
- 1.9 Clause headings shall not affect the construction of this Deed.
- 1.10 Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. STATUTORY BASIS

- 2.1 This Deed secures planning obligations made pursuant to section 106 of the 1990 Act and is enforceable pursuant to section 106(3) of the 1990 Act against the [Owner] and any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Owner as if that person had been an original covenanting party to this Deed.
- 2.2 This Deed is enforceable by the Council as local planning authority for the purposes of the 1990 Act.
- 2.3 To the extent that the covenants, restrictions and requirements in this Agreement are not made under section 106 of the 1990 Act they are made under section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.

3. CONDITIONS PRECEDENT

- 3.1 This Deed is conditional upon and does not become effective unless and until the Planning Permission is granted.
- 3.2 Clause 4 of this Deed is further conditional upon and does not become effective unless and until the Commencement of Development.

4. COVENANTS & DECLARATIONS

- 4.1 The Owner covenants with the Council to comply with the Planning Obligations in this Deed.

5. INDEXATION

- 5.1 All financial contributions payable to the Council shall be Index Linked.
- 5.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

6. EXCLUSIONS AND RELEASE

- 6.1 No party shall be bound by the terms of this Deed or be liable for the breach of any Planning Obligation:
- 6.1.1 after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach prior to parting with such interest); or
- 6.1.2 if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking.

7. ENTRY INTO FORCE AND DURATION

- 7.1 If the Planning Permission:
- 7.1.1 expires before the Commencement of Development; or
- 7.1.2 is at any time revoked or modified (without the consent of the Owner) pursuant to Part IV of the 1990 Act; or
- 7.1.3 is at any time quashed following a successful legal challenge,
- this Deed shall determine and cease to have effect.
- 7.2 In the event that the Planning Permission is quashed pursuant to Clause 7.1.3, the Council shall refund to the Owner any unspent sums paid to the Council pursuant to this Deed.
- 7.3 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or over any part of the Site (or any receiver appointed by such chargee or mortgagee) unless and until such chargee, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it shall also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party.

8. REGISTRATION

- 8.1 This Deed is a local land charge and shall be registered as such by the Council.
- 8.2 Following either:
- 8.2.1 the performance and satisfaction of all the Planning Obligations contained in this Deed; or
- 8.2.2 the determination of this Deed in accordance with Clause 7;
- the Council shall upon the written request of the Owner as soon as reasonably practicable effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

9. NON-FETTER AND WAIVER

- 9.1 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.
- 9.2 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 9.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Deed.

10. SECTION 73 OF THE 1990 ACT

If an application is made under section 73 of the 1990 Act in respect of the Planning Permission to carry out the Development without complying with a condition or conditions to which the Planning Permission is subject (a **S73 Application**) then in the event that the Council is minded to approve such S73 Application:

- (a) if the Council considers that the planning obligations contained in this Deed are both sufficient and necessary to make the development proposed by such S73 Application acceptable in planning terms then references to **Planning Permission** in this Deed shall be deemed to also be references to that new planning permission and the Parties agree that this Deed shall apply to and remain in full force in respect of both that new planning permission and the Planning Permission without the need for a further deed to be made pursuant to section 106 of the 1990 Act; or
- (b) if the Council considers that additional or modified planning obligations are necessary to make the development proposed by such S73 Application acceptable in planning terms then for the avoidance of doubt nothing in this Clause 10 shall fetter the Council's ability in the exercise of its proper planning judgment to require the completion of such further deed made pursuant to section 106 of the 1990 Act as it considers necessary and in such case Clause 10(a) shall be disregarded.

11. VAT

All payments given in accordance with this Deed shall be exclusive of any value added tax properly payable.

12. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

13. SEVERANCE

If any provision in this Deed shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Deed and shall not affect the validity or enforceability of the remaining provisions of this Deed.

14. CHANGE OF OWNERSHIP

The Owner agrees with the Council to give the Council written notice within 10 Working Days of any change in proprietorship of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name

and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

15. NOTIFICATION

15.1 Any notice, request, demand or other written communication to be given or served under this Deed must be in writing and must be:

15.1.1 delivered by hand; or

15.1.2 sent by pre-paid first class post or other next working day delivery service.

15.2 Any notice, request, demand or other written communication to be given or served under this Deed must be sent to the relevant party as follows:

15.2.1 to the Council at Legal Services, Middlesbrough Council, PO Box 503, Town Hall, Middlesbrough, TS1 9FX marked for the attention of Head of Legal Services;

15.2.2 to the Owner at Department for Education, Sanctuary Buildings, 20 Great Smith St, Westminster, London SW1P 3BT marked for the attention of Jeremy Wayman;

at or as otherwise specified by the relevant party by notice in writing to each other party whether or not in accordance with Clause 15.

15.3 Any notice, request, demand or other written communication given or served in accordance with Clause 15.1 or Clause 15.2 shall be deemed to have been received:

15.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice shall be deemed to have been received at 9.00 am on the next Working Day; or

15.3.2 if sent by pre-paid first class post or other next working day delivery service, on the Working Day after posting.

15.4 A notice, request, demand or other written communication given under this deed shall not be validly given if sent by fax or e-mail.

15.5 This Clause 15 does not apply to the service of any proceedings or other documents in any legal action.

16. DISPUTE RESOLUTION

16.1 Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

16.2 Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one party to the other(s) and which has not been resolved within 20 Working Days (or such lesser period as may be agreed) of the date of receipt by the other party(s) of such written notice may be referred at the instance of any party for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.

16.3 The following provisions and terms of appointment shall apply to such disputes or disagreements:-

16.3.1 the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 16.2 above, shall be appointed or identified by the following persons:

- (a) in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;
 - (b) in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or
 - (c) in the case of any other dispute the President of the Bar Council.
- 16.3.2 the Expert shall act as an expert and not as an arbitrator
- 16.3.3 the Expert shall be required to give notice of their appointment to each of the parties (**Expert's Notice**) and thereafter:
 - (a) the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;
 - (b) the other parties shall have 20 Working Days from the receipt of such written submission (or such extended period as the Expert shall allow) to respond;
 - (c) the Expert shall disregard any representations made out of this time; and
 - (d) the Expert may request further information or documentation and the parties shall comply with any requests by the Expert for further information or documentation within a reasonable time;
 - (e) to the extent not provided for by this clause the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination
- 16.3.4 the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;
- 16.3.5 the Expert's decision shall be in writing and shall give reasons for the decision; and
- 16.3.6 each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.
- 16.4 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
 - 16.4.1 either party may apply to the relevant body as per Clause 16.3.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and
 - 16.4.2 Clause 16.3 shall apply to the new Expert as if they were the first Expert appointed.

17. THIRD PARTY RIGHTS

No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 **PROVIDED THAT** this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law including successors in title to the Site.

18. COSTS

The Owner shall on (or prior to) the date hereof pay the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed in the sum of £1,200.

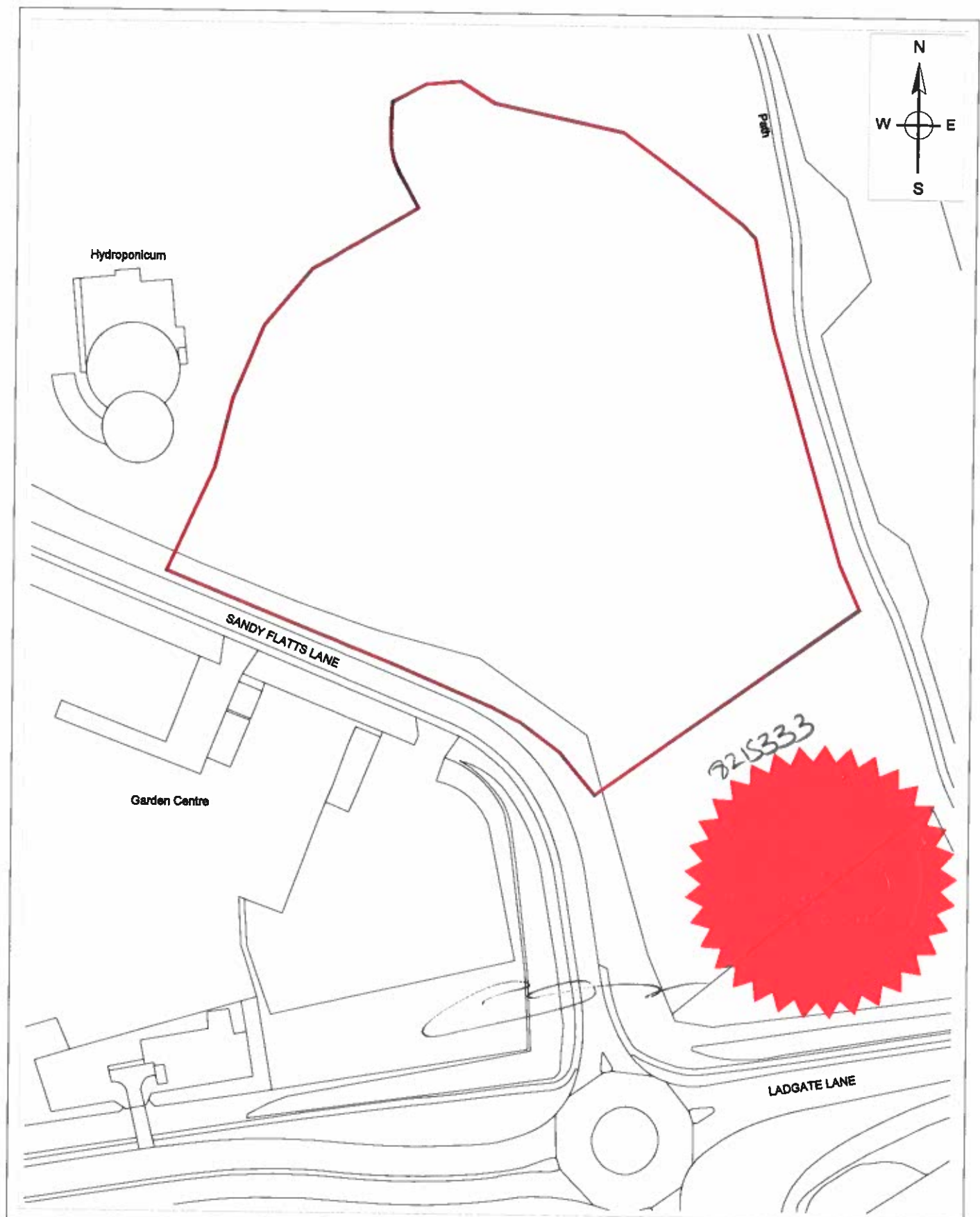
19. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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

SCHEDULE 1

Plans



TIM WAKE VALUATION & ESTATES

NATURES WORLD LAND
SANDY FLATTS LANE
ACKLAM

Scale: 1:1250

Date: 25th MAY 16

Drawn: JMS

Drg No: VAL 5729

SCHEDULE 2

Financial Contributions

1. TRO CONTRIBUTION

On or before the Commencement of Development the Owner must pay to the Council the TRO Contribution.

2. HIGHWAY CONTRIBUTION

The Owner shall not Occupy or allow the Occupation of the Site for the Development unless and until it has paid the Highway Contribution to the Council.

SCHEDULE 3

Council's Covenants

1. The Council shall issue separate receipts on request for any sum paid to it under this Deed;
2. The Council shall not to apply the Contributions for any purpose other than for the purposes set out within Clause 1.1 of this Deed;
3. In the event that any Contribution (or any part or parts thereof) are not expended within 5 (five) years of the date of payment then the sum or sums not expended plus interest accrued shall be repaid to the Department for Education (at the address detailed in Clause 15.2.2 of this Deed); and
4. The Council shall respond to any request to account for the sums expended within 28 (twenty eight) Working Days of that request being made and repay any unexpended sums to the Department for Education (at the address detailed in Clause 15.2.2 of this Deed) within 28 (twenty eight) Working Days of such response.

Executed as a deed by affixing the common seal of
The Council of the Borough of Middlesbrough in
the presence of a duly authorised signatory:


.....
Signature

.....
CATHERINE CUNNINGHAM
Print Name



EXECUTED as a Deed (but not

delivered until dated) by the **SECRETARY OF
STATE FOR HOUSING, COMMUNITIES AND
LOCAL GOVERNMENT**

The Corporate Seal of the **SECRETARY OF
STATE FOR HOUSING COMMUNITIES AND
LOCAL GOVERNMENT** hereunto affixed and
authenticated in the presence of:

Authorised Signatory:

Executed as a deed by affixing the common seal of
The Council of the Borough of Middlesbrough in
the presence of a duly authorised signatory:

.....
Signature

..... CATHERINE CLIVNINGHAM
Print Name



EXECUTED as a Deed (but not

delivered until dated) by the **SECRETARY OF
STATE FOR HOUSING, COMMUNITIES AND
LOCAL GOVERNMENT**

The Corporate Seal of the **SECRETARY OF
STATE FOR HOUSING COMMUNITIES AND
LOCAL GOVERNMENT** hereunto affixed and
authenticated in the presence of:

Authorised Signatory:

Anthony Mann
ANTHONY MANN



Seal ref: JFE 2325'