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**A G R E E M E N T**

**DATED** 12<sup>th</sup> June 1997

**THE LONDON BOROUGH OF WALTHAM FOREST (1)**

**EDUCATION ASSETS BOARD (2)**

**WALTHAM FOREST COLLEGE (3)**

**Pursuant to S.23 of the  
Further and Higher Education Act 1992  
regarding:**

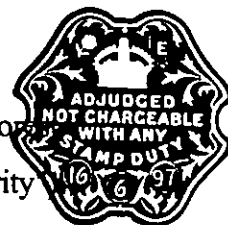
**WALTHAM FOREST COLLEGE  
THE MAIN SITE**

**Education Assets Board  
Capitol House  
Bond Court  
Leeds  
LS1 5SS**

**THIS AGREEMENT BY DEED** made the 12<sup>th</sup> day of June 1997

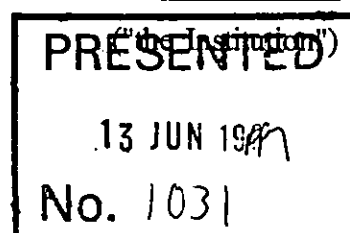
**BETWEEN:**

- (1) **THE LONDON BOROUGH OF WALTHAM FOREST** of The Town Hall For Road Walthamstow London E17 ("the Authority")



- (2) **EDUCATION ASSETS BOARD** of Capitol House Bond Court Leeds LS1 5SS ("the Board")

- (3) **THE BOARD** acting on behalf and in the name of **WALTHAM FOREST COLLEGE** of Forest Road London E17 4JB ("the Institution")



**WHEREAS:**

- (A) The Institution is a further education corporation established pursuant to Section 15 of the Further and Higher Education Act 1992 ("the Act")
- (B) By virtue of Section 23 of the Act certain property rights and liabilities are to be transferred to and vest in the Institution
- (C) By Order made by the Secretary of State for Education pursuant to Section 17 of the Act the date appointed for the transfer of the said property rights and liabilities is the 1st day of April 1993 ("the Operative Date")
- (D) This Agreement is made pursuant to Section 36 of and Schedule 5 to the Act for the purpose of
- (i) identifying or defining certain of the property rights and liabilities which on the Operative Date are to be transferred to and vest in the Institution as aforesaid and
  - (ii) dealing with matters which are agreed between the parties pursuant to the Act and Schedule 5 thereto

**NOW IT IS HEREBY AGREED** as follows:

**1 CONSTRUCTION**

1.1. In this Agreement unless the context otherwise requires references to recitals clauses and schedules are references to recitals clauses and schedules in or to this Agreement and references to this Agreement include references to the schedules which schedules form part of this Agreement

1.2. In this Agreement unless the context otherwise requires:

- words or phrases hereinbefore defined shall have the meanings respectively assigned to them
- the following words or phrases shall have the following meanings

(and in each case words or phrases cognate thereto shall have cognate meanings):

"the Land"                      the freehold interest in the land buildings and other structures  
short particulars of which set out in Part A of Schedule I

"the Shared  
Use Property"                      all property rights and liabilities of the Authority held or  
subsisting at the Operative date for the purpose of the  
Institution and one or more other relevant institutions (as  
defined in Paragraph 1 (1) of Schedule 5 of the Act) or partly  
for the purpose of one or more relevant institutions (including  
the Institution) and partly for other purposes of the Authority  
short particulars of which are set out in Schedule III

**2. THE LAND**

From the Operative Date the Land shall vest in the Institution pursuant to Section 23 of the Act subject to the tenancies and other matters specified in Part B of Schedule I and Together With the rights specified in Part C of Schedule I

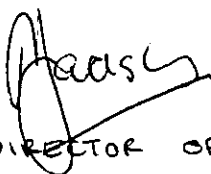
3. THE SHARED USE PROPERTY

Forthwith after the Operative Date the Authority and the Institution shall enter into such agreements or other arrangements in respect of the Shared Use Property as is specified in Schedule III

4. By virtue of Section 88(1) of the Act this Deed is exempt from Stamp Duty

IN WITNESS whereof the Seals of the Authority and the Board have been hereunto affixed the day and year first before written

THE COMMON SEAL of  
THE LONDON BOROUGH OF WALTHAM FOREST  
was hereunto affixed  
in the presence of:



ACTING DIRECTOR OF LEGAL SERVICES

THE COMMON SEAL of  
EDUCATION ASSETS BOARD  
was hereunto affixed  
in the presence of:

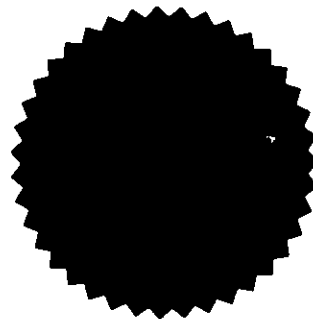


~~Chairman~~/Authorised Person



Member of the Board

32925



**SCHEDULE I**

**THE LAND**

**PART A**

ALL THAT freehold land situate in Forest Road Walthamstow together with the buildings and other structures thereon or on some part thereof known as Waltham Forest College and shown for purposes of identification edged around by a red line on the plan (the 'Plan') attached hereto being part of the land described in a Conveyance dated 16th September 1920 between Sophia Emma Whickham and William Francis Farrer (1) and The Walthamstow Urban District Council (2) and part of the land described in a Conveyance dated 6th April 1936 between Amos Bishop Oakden Robert William Oakden and Arthur Edward Oakden (1) and Essex County Council (2).

**PART B**

**TENANCIES OR OTHER INCUMBRANCES**

As to the land described in the Conveyance dated 16th September 1920:-

1. The provisions of a Lease dated 22nd April 1968 between The Mayor Aldermen and Burgesses of the London Borough of Waltham Forest (1) and The London Electricity Board (2)
2. The provisions of a Lease dated 27th July 1965 between Mayor Aldermen and Burgesses of the London Borough of Waltham Forest (1) and The London Electricity Board (2)

As to the land described in the Conveyance dated 6th April 1936:-

1. The stipulations restrictions and covenants contained or referred to in the Conveyance dated 6th April 1936.

## **PART C**

### **RIGHTS AND OTHER EASEMENTS TO BE GRANTED TO THE INSTITUTION**

A right of way to pass and repass on foot and with vehicles along the roadway and pathway ('the road') shown coloured green on the plan ALWAYS PROVIDING THAT:-

1. The Institution and the Authority shall always endeavour to prevent staff, students invitees and others from parking on or otherwise obstructing the road
2. The Institution shall reimburse 50% of the cost of the maintenance of the road and the gates referred to in C 4 below to the Authority ALWAYS PROVIDING HOWEVER THAT the Institution shall not be responsible for contributions for maintenance to the road as a result of a Statutory undertakers maintenance of sewer water gas telephone or other easements
3. The Institution shall bear the cost of maintaining the fence bordering the road including any gates along it and the college site shown C-D on the plan
4. The Authority shall maintain the road and the gates (and locks) situated at the Forest Road entrance and at the entrance to Chestnuts field
5. The Authority shall bear the cost of maintaining the fence bordering the road and the Town Hall including any gates along it shown A-B on the plan



**SCHEDULE III**  
**THE SHARED USE PROPERTY**  
**(Rights arising in favour of the Authority)**

The continued use of the Swimming Pool by the Authority for those of its Schools in the area that have had customary rights to use the facility in the manner and to the extent as was current immediately prior to the operative date and thereafter on such revised terms as are agreed between the Authority and the Institution and subject also to any reasonable charges levied by the Institution on a non-profit basis



# WALTHAM FOREST COLLEGE.

1. AREA EDGED IN RED REPRESENTS EXTENT OF LAND TO BE TRANSFERRED TO THE COLLEGE.
2. AREA OF LAND HATCHED GREEN REPRESENTS LAND OVER WHICH COLLEGE WOULD BE GIVEN RIGHTS OF ACCESS OVER.
3. AREA OF LAND EDGED GREEN REPRESENTS EXTENT OF CHESTNUTS PLAYING FIELDS.

