

PART 2 – CONFIDENTIAL FACTS AND ADVICE

MD2272

Title: Polar Ford disposal

Information may have to be disclosed in the event of a request under the Freedom of Information Act 2000. In the event of a request for confidential facts and advice, please consult the Information Governance team for advice.

This information is not for publication until the stated date, because:

It contains commercially sensitive information in relation to the proposed terms of the disposal of the site to the Secretary of State. The information is therefore covered by section 43(2) (commercial interests) of the Freedom of Information Act.

Date at which Part 2 will cease to be confidential or when confidentiality should be reviewed: **30 September 2018**

Legal recommendation on the grounds of keeping the information confidential:

The information in this Part 2 is information the disclosure of which would be likely to prejudice the commercial interests of GLAP. It is therefore covered by section 43(2) (commercial interests) of the Freedom of Information Act 2000. It contains information as to value and price which if disclosed would adversely affect GLAP's ability to negotiate commercial agreements.

Legal Adviser – I make the above recommendations that this information should be considered confidential at this time

Title: Property & Planning Law Team

Date: 14 March 2018

Once this form is fully authorised, it should be circulated with Part 1.

Confidential decision and/or advice:

1. Financial information:

- 1.1. The agreed sale price is £6,175,000.
- 1.2. The transaction will be subject to VAT.
- 1.3. There is a refundable deposit of £250,000 payable on exchange of contracts.

2. Summary of Sale Agreement:

- 2.1. The sale agreement has been drafted in accordance with the appended Heads of Terms and includes a provision that a reasonable deduction, up to a maximum of 75% of the consideration, will be allowed to remediate the land. This is to enable LocatED to remediate the land to a standard to enable them to build and to ensure that GLAP receives some consideration for its land. In the event that the actual costs of remediation exceed 75% of the sale price LocatED will decide whether or not to proceed with the transaction and pay for the additional remediation from their own budget.
- 2.2. The agreement also gives GLAP an option to buy-back the land in the event that it is not used for a school, that option terminating upon completion of construction of the school. This protects GLAP's interest in the site through ensuring that either land delivers the new Special Educational Needs school or it is able to redirect the development through the London Development Panel 2 or other similar disposal route to ensure the quality of development and the Mayor's objectives are delivered.
- 2.3. The full Heads of Terms are appended to this paper.