

DATED

14 JULY

2020<sup>1</sup>

**(1) LONDON SCHOOL OF HYGIENE & TROPICAL MEDICINE**

and

**(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**DEED OF VARIATION**

**varying the Agreement entered into on 27 January 2017  
under section 106 of the Town and Country Planning Act 1990 (as amended)  
as varied by the Deed of Variation entered into on 27 June 2018  
relating to land known as  
15-17 Tavistock Place, London WC1H 9SY**

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G:\case files\culture & env\planning\lmm\s106 Agreements (2017/5914/P)  
CLS/COM/LMM/1685.



THIS AGREEMENT is made the 14th day of July 2020.

**BETWEEN:**

- I. **LONDON SCHOOL OF HYGIENE & TROPICAL MEDICINE** of Keppel Street, London WC1E 7HT (hereinafter called "the Owner") of the first part
- II. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

**1. WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL731398.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Owner and the Council entered into the Original Agreement (as defined at clause 2.2 of this Agreement) on 27 January 2017 pursuant to section 106 of the Act in relation to the Original Permission (as defined at clause 2.2 of this Agreement) and the Council granted the Original Permission on 27 January 2017.
- 1.4 The Owner then submitted the First Variation Application (as defined at clause 2.2 of this Agreement) to the Council to vary the Original Permission pursuant to section 73 of the Act. The Owner and the Council entered into the First Deed of Variation (as defined at clause 2.2 of this Agreement) on 27 June 2018 pursuant to section 106 of the Act in relation to the First Variation Permission (as defined at clause 2.2 of this Agreement) and the Council granted the First Variation Permission on 27 June 2018.
- 1.5 The Owner has now made an application pursuant to section 106A(1) of the Act to vary the Original Agreement (as varied by the First Deed of Variation) in the terms set out in this Agreement. This application has been given the reference number 2019/2051/P and the Council has resolved to approve this application and enter into this Agreement.



- 1.6 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Sections 106 and 106A of the Act.
- 1.8 Without prejudice to the terms of the other covenants contained in the Original Agreement (as varied by the First Deed of Variation) the Parties have agreed to vary the terms of the Original Agreement (as varied by the First Deed of Variation) as provided in this Agreement.

## 2. INTERPRETATION

- 2.1 All words and phrases defined in the Original Agreement (as varied by the First Deed of Variation) shall have the same meaning in this Agreement save where otherwise provided or where the context otherwise dictates and for the avoidance of any doubt the Original Agreement (as varied by the First Deed of Variation) shall remain in full force and effect save as varied by this Agreement.
- 2.2 In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- |    |                               |  |
|----|-------------------------------|--|
| a. | "Agreement"                   | this Deed of Variation   |
| b. | "First Deed of Variation"     | the deed of variation entered into by the Parties on 27 June 2018 pursuant to section 106 of the Act in relation to the First Variation Permission and amending the Original Agreement             |
| c. | "First Variation Application" | the application pursuant to section 73 of the Act submitted by the Owner to the Council to vary condition 2 of the Original Permission to which the Council allocated reference number 2017/5914/P |



- d. "First Variation Permission" the planning permission granted pursuant to the First Variation Application on 27 June 2018
- e. "Original Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 27 January 2017 entered into between the Parties in relation to the Original Permission
- f. "Original Application" the application submitted in respect of the Original Development under reference number 2015/3406/P
- g. "Original Permission" the planning permission granted for the Original Development pursuant to the Original Application on 27 January 2017
- h. "Original Development" the development of the Property pursuant to the Original Permission
- i. "Parties" means the Council and the Owner and Party means any one of them
- j. "Property" the land known as 15-17 Tavistock Place London WC1H 9SH the same as shown edged red on the plan annexed hereto

2.3 This Agreement is supplemental to the Original Agreement (as varied by the First Deed of Variation) and is a planning obligation for the purposes of Section 106 of the Act and is acknowledged by the parties that the obligations contained within it are binding on the Property and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

2.4 The land bound by the obligations in this Agreement is the Property.



- 2.5 For the avoidance of doubt nothing in this Agreement is intended to have the effect of duplicating or double counting any of the obligations in the Original Agreement (as varied by the First Deed of Variation) and to the extent that any obligations in the Original Agreement (as varied by the First Deed of Variation) have been complied with and/or discharged as at the date hereof those obligations shall remain complied with and/or discharged
- 2.6 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 2.7 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.8 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.10 The Parties save where the context states otherwise shall include their successors in title and in the case of the Council any successor to its statutory functions.
- 2.11 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Party in default of such breach and allowing a reasonable period of time for the defaulting Party to remedy the breach.

**3. VARIATION OF THE ORIGINAL AGREEMENT (AS VARIED BY THE FIRST DEED OF VARIATION)**

Upon the completion of this Agreement the Original Agreement (as varied by the First Deed of Variation) shall be varied as follows:

**Highways Contribution**



3.1 In clause 2.16 of the Original Agreement (as varied by the First Deed of Variation) the words "the sum of £5,000 (five thousand pounds)" shall be deleted and replaced with the words "the sum of £63,863 (sixty three thousand eight hundred and sixty three pounds)".

3.2 Clause 4.4.4 of the Original Agreement (as varied by the First Deed of Variation) shall be deleted.

#### **Construction Management Plan**

3.3 The following new clause 2.34 shall be inserted into the Original Agreement (as varied by the First Deed of Variation):

"the Construction Management Plan Implementation Support Contribution" the sum £25,000 (twenty five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

3.4 The following new clause 4.1.5 shall be inserted into the Original Agreement (as varied by the First Deed of Variation):

"On or prior to the date of this Agreement to pay the Construction Management Plan Implementation Support Contribution to the Council"

#### **4. PAYMENT OF THE COUNCIL'S LEGAL COSTS**

4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement.

#### **5. REGISTRATION AS LOCAL LAND CHARGE**



5.1 This Agreement shall be registered as a Local Land Charge.

**6. JOINT AND SEVERAL LIABILITY**

6.1 All covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

**7. RIGHTS OF THIRD PARTIES**

7.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as a Deed the day and year first before written

THE COMMON SEAL OF THE )  
LONDON SCHOOL OF HYGIENE )  
& TROPICAL MEDICINE was hereunto )  
affixed in the presence of )

.....  
[Redacted Signature]

Authorised signatory

.....  
[Redacted Signature]

Authorised signatory

THE COMMON SEAL OF THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
Affixed by Order:- )

.....  
[Redacted Signature]

Authorised Signatory



