

DATED

16th April

2024

**Planning Obligation by Unilateral Deed of Undertaking under Section 106 of the Town and Country
Planning Act 1990**

Relating to the development of land at

FRANCIS GARDNER HALL, 89-91 WEST END LANE, LONDON, NW6 4SY

BLUESKY STUDENT FRANCIS GARDNER LIMITED (OWNER) (1)

In favour of

LONDON BOROUGH OF CAMDEN (COUNCIL) (2)

London Borough of Camden

5 Pancras Square

London

N1C 4AG

THIS DEED IS GIVEN ON

16th April 2024

BY

- (1) BLUESKY STUDENT FRANCIS GARDNER LIMITED (incorporated in Jersey) (OE ID: OE145502)
("Owner")

In favour of

- (2) LONDON BOROUGH OF CAMDEN of 5 Pancras Square, London, N1C 4AG ("Council")

RECITALS

- A The Council is the local planning authority for the purposes of the 1990 Act and the local highway authority for the purposes of the 1980 Act for the area in which the Site is situated and the authority who is entitled to enforce the obligations contained in this Deed.
- B The Owner is the freehold owner of the Site at HM Land Registry under the title number 343293.
- C The Owner has agreed to enter into this Deed in order to secure the Planning Obligations contained in this Deed with the intention that the Planning Obligations be enforced by the Council against the Owner and its successors in title to the Site.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990;
"1980 Act"	the Highways Act 1980;
"Occupy"	Means occupation for the purposes of providing Student Accommodation and the terms "Occupied" and "Occupation" shall be construed accordingly;
"Plan 1"	means the plan annexed hereto at the First Schedule and marked "Plan 1";
"Planning Obligations"	means the Owner's obligations set out within this Deed;
"Site"	Means the land against which this Deed may be enforced and being Francis Gardner Hall, 89-91 West End Lane, London NW6 4SY as shown edged red on Plan 1 and as set out in the First Schedule;

"Student"	Means any full-time student enrolled at and attending a Higher Education institution funded by the Office for Students or successor bodies wholly or partly based within the Council or an adjoining borough (or such other institution approved by the Council in writing) and reference to "Students" shall be construed accordingly;
"Student Accommodation"	Means the 70 student rooms and shared amenity and communal spaces within the Site to be Occupied only by Students;
"Working Day"	Means a day other than a Saturday or Sunday, Christmas Day, Good Friday or bank holiday;

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References in this Deed to the Owner shall include its successors in title and to any person deriving title through or under it.
- 2.7 References in this Deed to the Council include the successors to its respective statutory functions and persons deriving title through or under it.
- 2.8 The headings and contents list are for reference only and shall not affect construction.
- 2.9 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or knowingly suffer any infringement of the restriction.

3 LEGAL BASIS

3.1 This Deed is made in pursuance of Section 106 of the 1990 Act and is a planning obligation for the purposes of the Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 , Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Site 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.

3.2 The covenants, Undertakings, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and undertakings pursuant to Section 16 of the 1974 Act and are enforceable by the Council as local planning authority against the Owner and the Owner's successors in title and assignees and which bind the Site.

4 THE OWNER'S COVENANTS

4.1 The Owner's covenants with the Council are as set out in the First Schedule.

5 WARRANTY

5.1 The Owner warrants that it has full power to enter into this Deed and that no person other than the Owner has any legal or equitable interest in the Site or whose consent is necessary to make the Deed binding on the Site and the Owner and any estates and interests therein.

6 MISCELLANEOUS

6.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

6.2 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Deed and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to the Deed shall cite the clause of the Deed to which it related and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the Site and in the case of any notice or approval or agreement from the Council it shall be signed by a representative of the Council's Environment Department.

6.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

6.4 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

6.5 This Deed shall not be enforceable against individual occupiers of the student rooms within the Student Accommodation.

- 6.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.
- 6.7 Nothing contained or implied in this Deed shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the 1990 Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 6.8 This Deed shall be registered as a Local Land Charge.
- 6.9 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Site or any request to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

7 NO WAIVER

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 for acting upon any subsequent breach or default.

8 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership 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 or unit of occupation purchased by reference to a plan.

9 JURISDICTION

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

10 DELIVERY

- 10.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1

OWNER'S OBLIGATIONS

The Owner covenants with the Council as follows:

1. To ensure that the Student Accommodation is used and Occupied for no purpose other than its authorised purpose as housing available for letting as Student Accommodation.
2. Not to permit Occupation of the Student Accommodation by any persons other than Students.
3. To ensure that no individual room(s) within the Student Accommodation shall be used (or sold leased licensed or otherwise disposed of) as a self-contained unit of occupation separate from the remainder of the Student Accommodation without the Council's prior written consent PROVIDED THAT this paragraph shall not prevent:
 - 3.1. The grant of an assured shorthold tenancy or similar type of tenancy or licence of any individual room forming part of the Student Accommodation;
 - 3.2. The grant of a lease for the provision of Student Accommodation to a Higher Education institution funded by the Office for Students (or successor bodies) and wholly or partly based in the London Borough of Camden or an adjoining borough;
 - 3.3. Any other disposal of Student Accommodation or any part of it if the Owner has first demonstrated to the Council's reasonable satisfaction that legal mechanisms are in place to ensure that the prospective purchaser or leaseholder is likely in all the circumstances to satisfy the covenants in this Schedule 1; or
 - 3.4. The creation of bona fide legal charge over the Student Accommodation (or any part thereof).

PLAN 1

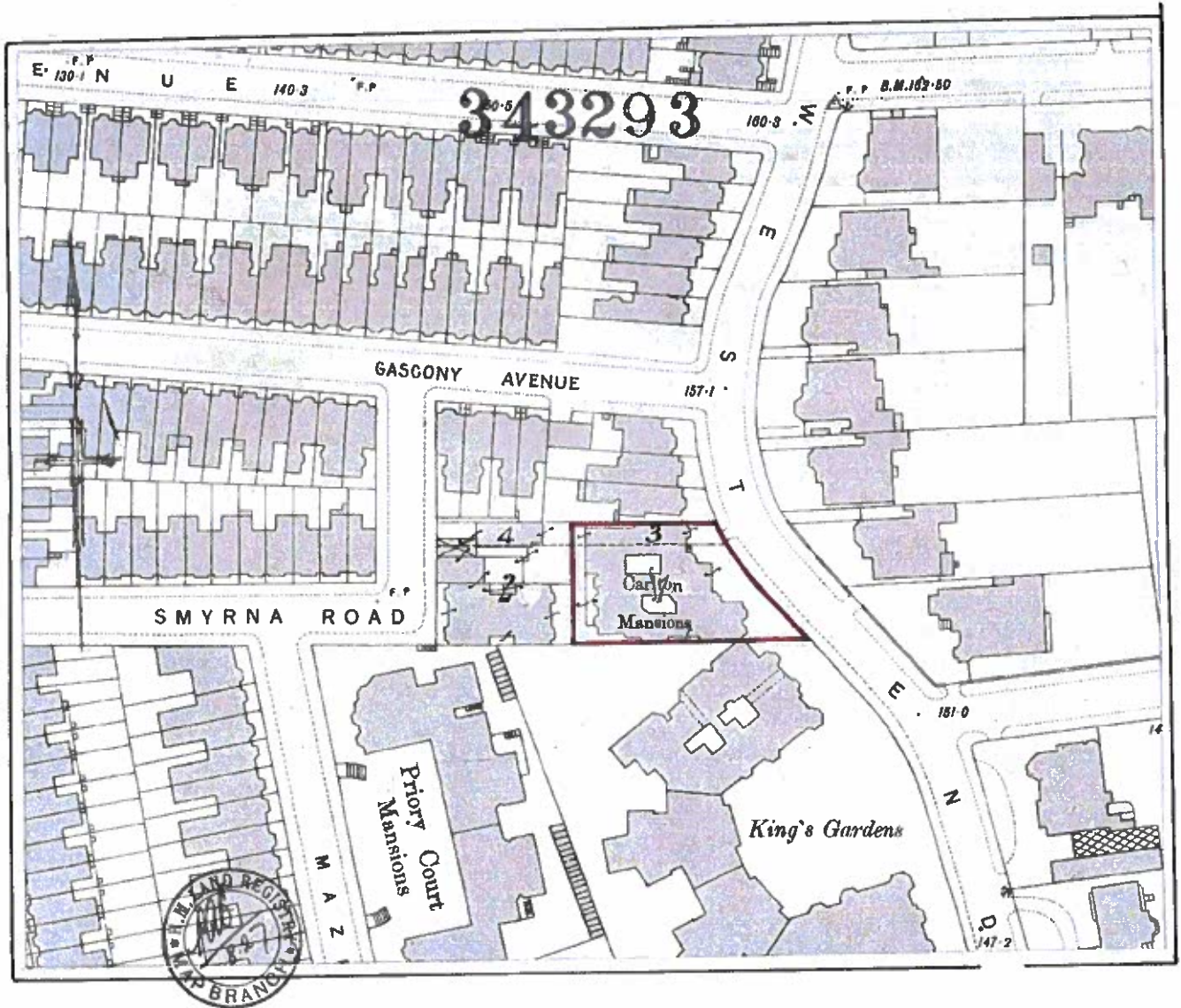
H.M. Land Registry.

Filed Plan of Title No **343293**

Scale 88 Feet to One Inch

GREATER LONDON

BOROUGH OF CAMDEN



O.S. VI.18.

(B161) Wt 230731/1258p 5,000 3/27 H & S @p 112
(B707) Wt 56974/46 5,000 8/27

* 1SR

Executed as a Deed on behalf of)

BLUESKY STUDENT FRANCIS GARDNER LIMITED)

a company incorporated in Jersey by)

[IRINA STAMATE-ROCHA])

being a person who in accordance with)

the laws of that territory are acting)

under the authority of the company)

I. Stamate-Rocha

Signature of Authorised Signatory

Beverley Sabbioni

Full Name (Witness)

Walton Court

New Barnet

EN5 1SW

Address (Witness)

[Signature]

Signature of Witness

