

DATED

12 March

2025

(1) THE GOVERNING BODY OF RUGBY SCHOOL

and

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

A G R E E M E N T

relating to land known as

RUGBY CHAMBERS, 2 RUGBY STREET, LONDON WC1N 3QU

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

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

Andrew Maughan
Borough Solicitor
London Borough of Camden
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Judd Street
London WC1H 9LP

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CLS/COM/AK/1290229

v1 08/10/2024

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THIS AGREEMENT is made the 12th day of March 2025

BETWEEN:

A. **THE GOVERNING BODY OF RUGBY SCHOOL** whose registered office is at The Bursary, 10 Little Church Street, Rugby, Warwickshire CV21 3AW (hereinafter called "the Owner") of the first part

B. **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 NGL814172.

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 An application for prior approval for the Development of the Property was submitted to the Council and validated on 15 July 2024 and the Council resolved to approve the application under reference number 2024/2810/P subject to the completion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes 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 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.

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall, unless the context otherwise requires, have the following meanings:

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Development"	proposed change of use from office (Class E) to residential (Class C3) to provide no. 11 self-contained apartments comprising a mix of no. 6 x two-bedroom units and no. 5 x one-bedroom units as shown on:- 02-13630 B-G; Transport Statement; Geo-Environmental Preliminary Risk Assessment; 1056 Scale Town Plan; Flood Risk Assessment; Commercial Noise Impact Assessment; Built Heritage Advice Note; Internal Daylight Assessment; 0120 A; 0121 A; 0122 A; 0123 A; 0124 A; 0125 A; 2000 P05; 2001 P05; 2002 P05; 2003 P05; 2004 P05; 2005 P05; Block Plan; Cover Letter; Site Location Plan; 0160; GPDO Planning Statement
2.4	"GPDO"	means the Town and Country Planning (General Permitted Development) Order 2015 as at the date of this Agreement
2.5	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.6	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.7	"Occupational Interests"	the interests in the Property as set out below:- (a) The licence of part of the lower ground floor dated 22 May 2023 between the Owner and Weeks Computing Services LLP; (b) The tenancy at will of part of the lower ground floor dated 14 June 2023 between the Owner and Tandem Property Asset Management LLP; (c) The lease of the ground floor dated 1 March 2024

		<p>until 31 December 2025 between the Owner and PDS Fashions Limited;</p> <p>(d) The lease of the first floor dated 24 November 2003 for a term of 15 years from 01 July 2003 between the Owner and The Foyle Foundation registered under leasehold Title Number NGL829628;</p> <p>(e) The lease of the first floor dated 19 January 2022 until 31 December 2025 between the Owner and The Foyle Foundation;</p> <p>(f) The lease of the second floor dated 26 November 2003 from 14 January 2004 to 31 January 2014 between the Owner and The Teachers Housing Association Limited registered under leasehold Title Number NGL834030;</p> <p>(g) The lease of the third floor dated 26 November 2003 from 01 September 2003 to 31 January 2014 between the Owner and The Teachers Housing Association Limited registered under leasehold Title Number NGL834031;</p> <p>(h) The lease of the third floor dated 6 September 2024 until 31 December 2025 between the Owner and PDS Online Enterprise UK Limited; and</p> <p>(i) The lease of the fourth floor dated 18 July 2024 until 31 December 2025 between the Owner and Realtime Civil Engineering Limited.</p>
2.8	"Occupational Tenants/Licensees"	the tenants/licensees who are the beneficial occupiers under the Occupational Interests and any successors and assigns and sub-lessees
2.9	"the Parties"	mean the Council and the Owner
2.10	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1
2.11	"the Prior Approval Notice"	means the prior approval notice to be granted by the Council in respect of the Development substantially in the draft form annexed hereto

2.12	"the Property"	the land known as Rugby Chambers, 2 Rugby Street, London WC1N 3QU and which is shown edged red on the plan annexed hereto
2.13	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.14	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

NOW THIS DEED WITNESSETH as follows:

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of 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 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.
- 3.2 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.
- 3.3 Unless otherwise stated, 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.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the

covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to issue the Prior Approval Notice on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:

4.1 **CAR FREE**

4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect.

4.1.4 On or prior to the Occupation Date, the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 OCCUPATIONAL TENANCIES/LICENSEES

4.2.1 Not to Implement or permit the Implementation of the Development until the Occupational Interests in respect of the relevant part of the Development to be Implemented have been terminated or otherwise come to an end and evidence of the same is provided to the Council.

4.2.2 Not to consent to any works pursuant to the Occupational Interests or vary or allow any variation to the Occupational Interests which would allow the Occupational Tenants/Licensees to Implement the Development without such Occupational Tenants/Licensees entering into a Section 106 agreement with the Council covenanting in identical terms to the terms of this Agreement.

4.2.3 Not to vary or allow any variation to any occupational lease or tenancy of the Property existing at the date hereof so as to grant rights to implement the Development without such lessee or tenant first entering into a Section 106 agreement with the Council covenanting in identical terms to the terms of this Agreement.

4.2.4 Not to dispose of its interest in the Property to the Occupational Tenants/Licensees at the Property without the Occupational Tenants/Licensees first entering into a Section 106 agreement with the Council covenanting in identical terms of this Agreement.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2024/2810/P the date upon which the Development will be ready for Occupation.
- 5.3 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 provide documentation related to the car parking restrictions within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further indemnify the Council for any reasonable expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:

- 6.1 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 Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2024/2810/P and in the case of any notice or

approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement 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 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 Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest in the Property or the relevant part of the Property to which the breach relates.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the planning permission to which the prior approval notice relates is quashed or revoked or otherwise withdrawn or expires by effluxion of time before the

Executed as a deed by affixing the common seal of

THE GOVERNING BODY OF RUGBY SCHOOL

(acting in its capacity as trustee of Rugby School)

in the presence of



SIGNATURE OF FIRST AUTHORISED SIGNATORY

Authorised Signatory



.....
HANS NICHOLAS WINTHER.
SIGNATURE OF SECOND AUTHORISED SIGNATORY

Authorised Signatory

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

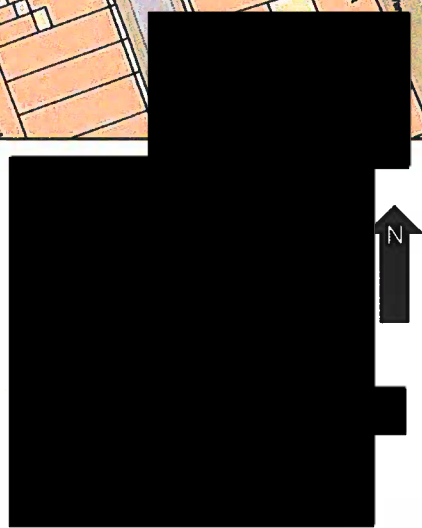


Authorised Signatory



SCHEDULE 1 – SITE PLAN

Site Location Plan



Plan Produced for: Rugby School
Date Produced: 27 Jun 2024
Plan Reference Number: TQRQM24179082402995
Scale: 1:1250 @ A4

SCHEDULE 2 – DRAFT PRIOR APPROVAL NOTICE



Application ref: 2024/2810/P
Contact: Ben Greene
Tel: 020 7974 3095
Email: ben.greene@camden.gov.uk
Date: 31 January 2025

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

RPS Consulting UK & Ireland
20 Farringdon Street
London
EC4A 4AB

Dear Sir/Madam

DECISION

In accordance with section 60 (2B) and (2C) of the Town and Country Planning Act 1990 (as amended by section 4(1) of the Growth and Infrastructure Act 2013)

Process set out by condition MA.2 of Schedule 2, Part 3, Class MA of the Town and Country Planning (General Permitted Development) Order 1995 (as amended)

Certificate of Lawfulness (Proposed) Prior Approval granted

The Council, as local planning authority, hereby confirm that their **prior approval is granted subject to a section 106 legal agreement** for the proposed development at the address shown below, as described by the description shown below, and in accordance with the information that the developer provided to the local planning authority:

Address of the proposed development:

Rugby Chambers
2 Rugby Street
London
WC1N 3QU

Description of the proposed development:

Proposed change of use from offices (Class E) to residential (Class C3) to provide no. 11 self-contained apartments comprising a mix of no. 6 x two-bedroom units and no. 5 x one-bedroom units

Details approved by the local planning authority:

Drawing Nos: 02-13630 B-G; Transport Statement; Geo-Environmental Preliminary Risk Assessment; 1056 Scale Town Plan; Flood Risk Assessment; Commercial Noise Impact Assessment; Built Heritage Advice Note; Internal Daylight Assessment; 0120 A; 0121 A; 0122 A; 0123 A; 0124 A; 0125 A; 2000 P05; 2001 P05; 2002 P05; 2003 P05;

Condition(s):

- 1 The proposal complies with the condition MA.1, MA.2 and MA.3 of Schedule 2, Part 3, Class MA of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).
- 2 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value $D_{nT,w}$ [and $L'_{nT,w}$] of at least 5dB above the Building Regulations value, for the floor/ceiling /wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling]. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenities of future occupiers are protected in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017

- 3 The developer must either submit evidence that site buildings were built post 2000 or provide an intrusive pre-demolition and refurbishment asbestos survey in accordance with HSG264 supported by and appropriate mitigation scheme to control risks to occupiers. The scheme must be written by a suitably qualified person and submitted to the Local Planning Authority (LPA) for approval before commencement. The scheme as submitted shall demonstrably identify potential sources of asbestos contamination and detail removal or mitigation appropriate for the proposed end use. Detailed working methods are not required but the scheme of mitigation shall be independently verified to the satisfaction of the LPA prior to occupation.

Reason: To protect occupiers of the development from the possible contamination arising in connection with the buildings on the site in accordance with policies A1 (Managing impact of development), C1 (Health) and CC5 (Waste) of the London Borough of Camden Local Plan 2017

- 4 If during construction/demolition works, evidence of potential contamination is encountered, works shall cease and the site fully assessed to enable an appropriate remediation plan to be developed. Works shall not recommence until an appropriate remediation scheme has been submitted to, and approved in writing by, the local planning authority and the remediation has been completed. Upon completion of the building works, this condition shall not be discharged until a closure report has been submitted to, and improved in writing by, the local planning authority.

Reason: To protect occupiers of the development from the possible contamination arising in connection with the buildings on the site in accordance with policies A1 (Managing impact of development), C1 (Health) and CC5 (Waste) of the London Borough of Camden Local Plan 2017

- 5 All habitable rooms exposed to external road traffic noise in excess of 55 dBA Leq 16 hour [free field] during the day [07.00 to 23.00 hours] or 45 dBA Leq 8 hour [free field] at night [23.00 to 07.00 hours] shall be subject to sound insulation measures to ensure that all such rooms achieve an internal noise

level of 35 dBA Leq 16 hour during the day and 30 dBA Leq 8 hour at night. The submitted scheme shall ensure that habitable rooms subject to sound insulation measures shall be able to be effectively ventilated without opening windows.

No dwelling shall be occupied until the approved sound insulation and ventilation measures have been installed to that property in accordance with the approved details. The approved measures shall be retained thereafter in perpetuity.

Reason: To ensure that the amenities of future occupiers are protected in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017

Informative(s):

- 1 It is a requirement of the above condition that the development must be completed within a period of 3 years starting with the date prior approval is granted.
- 2 It is a requirement of the above condition that any new dwellinghouse hereby approved shall remain in use as a dwellinghouse within the meaning of Class C3 of Schedule 1 to the Use Classes Order and for no other purpose, except to the extent that the other purpose is ancillary to the use as a dwellinghouse
- 3 Construction and demolition works and associated activities at the development, audible beyond the boundary of the site should not be carried out other than between the hours of 07:00 - 19:00 Monday to Friday daily, 08:00 - 13:00 on Saturdays and at no other times, including Sundays and Public/Bank Holidays, unless otherwise agreed with the Environmental Health Officer.
- 4 At least 21 days prior to the commencement of any site works, all occupiers surrounding the site should be notified in writing of the nature and duration of works to be undertaken. The name and contact details of a person responsible for the site works should be made available for enquiries and complaints for the entire duration of the works and updates of work should be provided regularly. Any complaints should be properly addressed as quickly as possible.
- 5 No waste materials should be burnt on site of the development hereby approved.
- 6 All waste materials and rubbish associated with demolition and/or construction should be contained on site in appropriate containers which, when full, should be promptly removed to a licensed disposal site.
- 7 If during construction/demolition works, evidence of potential contamination is encountered, works shall cease and the site fully assessed to enable an appropriate remediation plan to be developed. Works shall not recommence until an appropriate remediation scheme has been submitted to, and approved in writing by, the local planning authority and the remediation has been completed. Upon completion of the building works, this condition shall not be discharged until a closure report has been submitted to, and improved in writing by, the local planning authority.

- 8 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.

- 9 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with the National Planning Policy Framework. The council publishes its adopted policies online, along with detailed Camden Planning Guidance. It also provides advice on the website for submitting applications and offers a pre-application advice service.

You can find advice in regard to your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Daniel Pope
Chief Planning Officer

It's easy to make, pay for, track and comment on planning applications on line. Just go to www.camden.gov.uk/planning.

It is important to us to find out what our customers think about the service we provide. To help us in this respect, we would be very grateful if you could take a few moments to complete our online survey at the following website address: www.camden.gov.uk/dmfeedback. We will use the information you give us to help improve our services.