

DATED

22nd November

2007

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF CAMDEN**

- and -

THE SECRETARY OF STATE FOR TRANSPORT

- and -

LONDON & CONTINENTAL RAILWAYS LIMITED

- and -

ARGENT (KING'S CROSS) LIMITED

**DEED OF PLANNING OBLIGATIONS PURSUANT TO
SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990
AND OTHER POWERS RELATING TO THE
GREAT NORTHERN HOTEL
KING'S CROSS CENTRAL LONDON**

Lovells

CM1CSF/MG

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	2
2.	GOVERNING LEGAL PROVISIONS	7
3.	PROVISIONS TO BE CONDITIONAL	7
4.	FURTHER PLANNING PERMISSIONS AND JUDICIAL REVIEW	8
5.	LCR'S AND THE DEVELOPER'S OBLIGATIONS	8
6.	COUNCIL'S OBLIGATIONS	8
7.	ENFORCEABILITY RELEASE AND CERTIFICATES OF COMPLIANCE	8
8.	COUNCIL'S POWERS AND DUTIES	9
9.	LOCAL LAND CHARGE	9
10.	APPROVALS, EXPRESSIONS OF SATISFACTION	9
11.	REVIEW PROCEDURE	9
12.	REMEDIES	10
13.	RESOLUTION OF DISPUTES	10
14.	THIRD PARTY RIGHTS	11
15.	NOTICES AND FEES	11
16.	RELATIONSHIP WITH WESTERN CONCOURSE	12
17.	WALKWAYS AGREEMENT	13
18.	SERVICING	13
19.	CODE OF CONSTRUCTION PRACTICE	14
20.	REFUSE AND RECYCLING MANAGEMENT PLAN	15
	APPENDIX 1	16
	SCHEDULE 1	18

THIS DEED made on

22nd November

2007

BETWEEN:

- (1) **The Mayor and Burgesses of the London Borough of Camden** (the "**Council**") of Town Hall, Judd Street, London WC1H 9LP;
- (2) **The Secretary of State for Transport** (the "**Secretary of State**") of Great Minster House, 76 Marsham Street, London SW1;
- (3) **London & Continental Railways Limited** ("**LCR**") (Company registration number 02966054) whose registered office is at Third Floor, 183 Eversholt Street, London NW1 1AY; and
- (4) **Argent (King's Cross) Limited** (the "**Developer**") (Company registration number 03965242) whose registered office is at 5 Albany Courtyard, Piccadilly, London W1J 0HF.

WHEREAS:

- (A) The proposed development the subject of this Agreement involves works to the Great Northern Hotel, Pancras Road, King's Cross, London.
- (B) The Council is the local planning authority for the area within which the Site is situated and the appropriate statutory body to enforce this Agreement for the purposes of section 106 of the 1990 Act.
- (C) The Council is also the local highway authority for the purposes of the Highways Act 1980 and a local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 and for the purposes of Section 111 of the Local Government Act 1972.
- (D) The Developer submitted (on behalf of LCR, Exel PLC and the Developer) the Planning Application and the Listed Building Consent Application to the Council on 14 July 2006.
- (E) The Council, following a meeting of its Special Development Control Committee on 19 April 2007 resolved that the Planning Permission and Listed Building Consent be granted subject to a legal agreement being entered into making provision for the planning obligations herein contained.
- (F) The Secretary of State is the owner with freehold title absolute of those parts of the Site comprised or included in Title Number NGL808717 registered at the Land Registry, the Registered Proprietor being the Secretary of State for the Environment Transport and the Regions but the freehold interest in the land comprised within the said title now being vested in the Secretary of State by virtue of the Secretaries of State for Transport Local Government and the Regions and for the Environment, Food and Rural Affairs Order 2001 (SI2001/2568) and the Transfer of Functions (Transport, Local Government and the Regions) Order 2002 (SI2002/2626).
- (G) LCR has an equitable interest in the parts of the Site referred to at Recital F and, subject to the satisfaction of certain conditions, is entitled to draw down land interests in such parts.
- (H) The Developer has an equitable interest in the Site and, subject to seeking and/or obtaining appropriate planning permissions and the satisfaction of certain other conditions, is entitled to draw down land interests at King's Cross Central.
- (I) The Council considers it expedient in the interests of the proper planning of its area and having regard to the provisions of the Unitary Development Plan for the borough of

Camden and to all other material considerations, that the Planning Permission and the Listed Building Consent should be granted subject to the parties entering into this Agreement.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

General definitions

1.1 Where in this Agreement the following defined terms and expressions are used, they shall have the following respective meanings unless the context otherwise requires:

"1990 Act" means the Town and Country Planning Act 1990 as amended;

"Arcading Management Plan" means a plan setting a strategy for integrating the Development with the Western Concourse with a view inter alia of ensuring the Development is completed in conjunction with the Western Concourse and able to provide the necessary pedestrian links and public realm such plan to include:

- (a) the anticipated timetable for the construction of the Development and the anticipated completion date (whereby the timetable shall provide for reasonable flexibility to cater for unforeseen occurrences);
- (b) how the Development construction timetabling relates to the construction timetabling of the Western Concourse;
- (c) the split of responsibility for the construction of the Development and the Western Concourse between the Developer and Network Rail;
- (d) how the Developer and Network Rail shall work together to manage access to the construction sites and site compounds;
- (e) how the arcade to be constructed as part of the Development shall be maintained; and
- (f) details of how the Developer will liaise with Network Rail and the Council in the coordination of pedestrian flow around the Site during the Construction Phase in the context of the construction of the wider transport interchange.

"Building"	means the Great Northern Hotel building on the Site;
"Code of Construction Practice"	means a construction code closely aligned to the Revised Code of Construction Practice dated September 2005 referred to in Section DD of the Outline Section 106 Agreement which sets out how the Developer will implement construction activities throughout the construction of the Development together with such amendments which may from time to time be agreed between the Developer and the Council;
"Concourse Enabling Works"	means the piling works for the Network Rail plant room which is adjacent to the shared service yard and which serves the Western Concourse together with the diversion of utilities associated with the Western Concourse substructure works or any substitute works therefor which are agreed by the Council;
"Construction Phase"	means the whole period between Implementation and Practical Completion;
"Development"	means the demolition of internal and external elements at ground and basement levels and alterations to provide grade-level pedestrian arcade with openings on all four sides; alterations to existing windows to provide doorways to retained ground floor foyer; installation of ground floor shutters in north east elevation; two new retail units (Class A1) at ground floor; all in connection with facilitating pedestrian access and movement related to new King's Cross station western concourse abutting north-eastern elevation permitted by the Planning Permission;
"Expert"	means an independent suitably qualified third-party appointed to resolve disputes pursuant to clause 13;
"Ground Floor Units"	means those units shown edged blue on the attached Plan;
"Implementation"	means the carrying out on the Site of a material operation as defined by Section 56(4) of the 1990 Act in connection with the Development save that for the purposes of this Deed none of the following operations shall constitute a material operation: (a) archaeological or site inspections;

- (b) site or soil surveys;
- (c) asbestos removal and decontamination works;
- (d) site clearance;
- (e) works to the existing public highways and provision of site access and temporary internal roads;
- (f) the laying of services;
- (g) the erection of a site compound;
- (h) the erection of temporary fences or hoardings;
- (i) the display of advertisements including the erection of advertisement hoardings;
- (j) interim landscaping works;
- (k) minor investigative works required in connection with the preparation of the method statements and programme for demolition works to be submitted pursuant to conditions 2 and 5 of the Listed Building Consent; and
- (l) minor works required in connection with the programme of building recording and analysis required pursuant to condition 3 of the Listed Building Consent unless otherwise agreed in writing by the Council.

and **"Implement"** and **"Implemented"** shall be construed accordingly;

"Listed Building Consent Application"

means application reference 2006/3222/L;

"Listed Building Consent"

means listed building consent pursuant to the Listed Building Consent Application in the form of the draft annexed at Schedule 1;

"Occupy"

means occupation for those purposes permitted by the Outline Planning Permission but does not include occupation for marketing fit out decoration display or security purposes;

"Outline Planning Permission"

means the outline planning permission dated 22 December 2006 given reference 2004/2307/P;

"Outline Section 106 Agreement"

the Section 106 Agreement dated 22 December 2006 entered into by (1) The Mayor and Burgesses of the London Borough of Camden

- (2) The Secretary of State for Transport (3) London & Continental Railways Limited (4) National Carriers Limited (5) Argent (King's Cross) Limited and (6) Transport for London in connection with the Outline Planning Permission;
- "Plan"** means the plan attached to this Agreement;
- "Planning Application"** means application reference 2006/3220/P;
- "Planning Permission"** means planning permission pursuant to the Planning Application in the form of the draft annexed at Schedule 1;
- "Practical Completion"** means the practical completion of the construction works comprised in the Development as confirmed by independent certification (which may comprise certification by any employed agent of the Developer);
- "Refuse and Recycling Management Plan"** means a plan setting out measures to minimise production of waste from the Ground Floor Units and for the segregation, storage and management and disposal of such waste with a view to reducing waste and promoting the use of recycling and sustainable forms of waste disposal;
- "Service Management Plan"** means a plan for the management of the delivery and collection of goods by vehicles to the Ground Floor Units securing the minimisation of conflicts between service vehicles, taxis and pedestrians and of damage to amenity from such deliveries and collection which shall include:
- (a) a requirement for delivery vehicles to unload from a specific suitable located area; and
 - (b) how deliveries to and collections from the Ground Floor Units will be managed and directed so as to avoid a number of vehicles arriving at the same time;
- "Site"** means the land shown edged red on the Plan;
- "Submission Document"** means all or any of the following documents submitted to the Council for approval: an Arcading Management Plan as referred to in clause 16.1(c) or a Walkways Agreement as referred to in clause 17.1 or a Service Management Plan as referred to in clauses 18.1 and 18.2 or a Code of Construction Practice as referred to in clause 19.1(a) or a Refuse and

- Recycling Management Plan as referred to in clauses 20.1 and 20.2 or any amendment to those documents submitted to the Council for approval pursuant to clauses 16.3, 18.3, 19.2 or 20.3;
- "Walkway"** means the walkway shown edged green on the Plan;
- "Walkways Agreement"** means an agreement pursuant to section 35 of the Highways Act 1980 and based on the heads of terms in Appendix 1; and
- "Western Concourse"** means the Western Concourse to be constructed as part of the alterations to King's Cross Station permitted pursuant to planning permission reference 2006/3387/P and listed building consent reference 2006/3394/L.

1.2 Interpretation

Unless the context otherwise requires:

- (a) words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- (b) words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- (c) references to the Council, the Secretary of State, LCR and the Developer shall include their respective statutory successors or successors in title to their respective interests in the Site and persons deriving title therefrom (except where the contrary is expressly provided including without prejudice to the generality of the foregoing in clause 7) and permitted assigns;
- (d) references to clauses, sub clauses, paragraph numbers, parts, sections, recitals, schedules and plans are unless otherwise stated references to clauses, sub clauses, paragraph numbers, parts, sections, recitals, schedules and plans within or attached to this Agreement;
- (e) 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 suffer any infringement of the restriction;
- (f) references in this Agreement to statutes, by laws, regulations, orders and delegated legislation shall include any statute, by law, regulation, order or delegated legislation amending, re enacting or made pursuant to the same as current and in force from time to time;
- (g) references to "the parties" shall mean the parties to this Agreement;
- (h) the Interpretation Act 1978 shall apply to this Agreement;
- (i) references to a party carrying out or performing an obligation shall mean that that party shall bear the cost of carrying out or performing that obligation Provided

That this shall not preclude such costs being charged by way of service, estate or other charges.

- 1.3 The clause and paragraph headings contained in this Agreement are included as an aid to interpretation, are for reference purposes only, and have no binding legal effect.

2. **GOVERNING LEGAL PROVISIONS**

- 2.1 This Agreement is executed by the parties hereto as a Deed and is made pursuant to Section 106 of the 1990 Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and all other powers so enabling.
- 2.2 The Secretary of State's interest in the Site as referred to in Recital (F) is bound and restricted by the terms of this Agreement and as such the obligations on the part of the Developer and LCR shall (insofar as they affect the land which is the subject of the Secretary of State's interest in the Site) not be enforceable against the Secretary of State but shall be enforceable against any successors in title to or assigns of the Secretary of State and/or any person claiming through or under the Secretary of State an interest or estate in such land.
- 2.3 The obligations, covenants and undertakings on the part of LCR in this Agreement are planning obligations made pursuant to and for the purposes of Section 106 of the 1990 Act and so as to bind LCR's equitable interest in the Site as referred to in recital (G) and subject to sub clause 7.3 the said obligations, covenants and undertakings on the part of LCR are entered into with the intent that they shall be enforceable not only against LCR but also against any successor in title to or assigns of LCR and/or any person claiming through or under it an interest or estate in the Site.
- 2.4 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations made pursuant to and for the purposes of Section 106 of the 1990 Act and so as to bind the Developer's equitable interest in the Site as referred to in Recital (H) and subject to sub clause 7.3 the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under it an interest or estate in the Site.
- 2.5 The planning obligations contained in this Agreement shall be enforceable by the Council in accordance with the terms of Section 106(3) of the 1990 Act and all other enabling powers.
- 2.6 The obligations, covenants and undertakings on the part of the Council in this Agreement are entered into with the intent that they shall be enforceable not only against the Council but also against the Council's statutory or other successors.

3. **PROVISIONS TO BE CONDITIONAL**

- 3.1 It is hereby agreed between the parties that, save in respect of obligations with either immediate or specifically earlier effect, the planning obligations in clauses 16 to 20 of this Agreement will have no operative effect unless and until both of the following have occurred, namely:
- (a) the Planning Permission and the Listed Building Consent have been duly granted; and
 - (b) the Planning Permission has been Implemented.

4. FURTHER PLANNING PERMISSIONS AND JUDICIAL REVIEW

- 4.1 Nothing in this Agreement shall be construed as prohibiting or limiting the right of the Developer, LCR or the Secretary of State to develop any part of the Site in accordance with and to the extent permitted by a planning permission (other than the Planning Permission) granted by the Council or by a Secretary of State on appeal or following a reference to him.
- 4.2 If the Planning Permission (or any extension, alteration or renewal granted pursuant to any planning application) expires without the Development having been Implemented or is revoked, this Agreement will cease to have effect insofar as it relates to such Planning Permission and upon such expiry or revocation its registration on the Register of Local Land Charges will insofar as it is lawful forthwith be cancelled.
- 4.3 Where the Planning Permission or the Listed Building Consent is the subject of any judicial review proceedings or any other legal challenge and if as a result of such judicial review proceedings or other legal challenge the Planning Permission or Listed Building Consent is quashed and the Developer (having Implemented the Planning Permission) does not continue to Implement the Planning Permission, the Developer shall not be obliged to perform any further obligations or observe any further restrictions or conditions under this Agreement.

5. LCR'S AND THE DEVELOPER'S OBLIGATIONS

- 5.1 LCR and the Developer on behalf of themselves and their respective successors in title to the Site each covenants with the Council, that they will jointly and severally perform the obligations in this Agreement and any reference to the Developer shall be construed as including reference to LCR for that purpose.

6. COUNCIL'S OBLIGATIONS

The Council hereby covenants with each of the Secretary of State, LCR and the Developer and with the respective successors in title of each of them, that the Council will comply with the obligations on its part in this Agreement.

7. ENFORCEABILITY RELEASE AND CERTIFICATES OF COMPLIANCE

- 7.1 Upon the disposal of the whole or any part of the respective interests of the Secretary of State, LCR or the Developer in the Site:

- (a) the Council shall automatically be released by the disposing party; and
- (b) the disposing party shall automatically be released by the Council,

from all obligations and covenants under this Agreement in relation only to that interest or the relevant part thereof (as the case may be), but without prejudice to the rights of the Council, or the disposing party in relation to any antecedent breach of those obligations or covenants.

- 7.2 The Council hereby covenants with each of the Secretary of State, LCR and the Developer that it will upon reasonable request from any such party certify compliance or partial compliance (as and if appropriate) with the provisions of this Agreement and at the cost of the Developer no more than once in any twelve (12) month period if so requested by any such party will (as and if appropriate) forthwith execute a Deed of Release or Partial Release from the relevant provision(s) of this Deed, and procure that a note thereof will be registered on the Register of Local Land Charges maintained by the Council.

7.3 Notwithstanding the provisions of sub clauses 2.2, 2.3, and 2.4, clauses 16, 17, 18.1, 18.2, 19, 20.1 and 20.2 of this Agreement shall not be enforceable against any occupiers or occupational tenants of the Ground Floor Units and other parts of the Building (save where they have a freehold interest or a leasehold interest for a term exceeding ninety nine years and at a rent other than a market rent) or any mortgagee or chargee of such occupier or occupational tenant or any person deriving title from them.

7.4 The Council hereby covenants that it will upon the reasonable request of any occupier or occupational tenant promptly confirm that obligations in this Agreement which are not intended to bind or apply to that lessee, occupier or occupational tenant are not binding on or applicable to such lessee, occupier or occupational tenant.

8. **COUNCIL'S POWERS AND DUTIES**

Nothing contained in this Agreement shall fetter the statutory rights, powers or duties of the Council nor require it to act in any way inconsistent with such rights, powers or duties.

9. **LOCAL LAND CHARGE**

The Council will promptly after the date of this Agreement register it as a Local Land Charge for the purposes of the Local Land Charges Act 1975.

10. **APPROVALS, EXPRESSIONS OF SATISFACTION**

Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Agreement the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

11. **REVIEW PROCEDURE**

11.1 The Council shall respond to any Submission Document so that the Developer receives such response within twenty (20) working days of receipt of the Submission Document.

11.2 If the Council responds within the twenty (20) working days with comments on the Submission Document or with a request for additional information such response shall be taken to be a due response on the Submission Document for the purposes of sub clause 11.1.

11.3 If the Council does not respond within the period stated in sub clause 11.1 it shall be deemed to have approved such Submission Document.

11.4 If the Council responds pursuant to sub clause 11.1 with comments on the Submission Document and if the Developer amends the Submission Document in accordance with such comments it need not be re submitted to the Council for approval provided that the Developer shall within twenty (20) working days provide a clean copy of the Submission Document amended to take account of the comments.

11.5 If:

- (a) the Council does not approve the Submission Document, or
- (b) is not deemed to have approved the Submission Document pursuant to sub clause 11.3, or
- (c) sub clause 11.4 does not apply

the Developer may re submit the relevant proposed document or details and the procedure set out in clause 11 shall apply to such re submission.

12. REMEDIES

- 12.1 The Developer shall notify the Council of the occurrence of any breach of its obligations under this Agreement as soon as practicable after it becomes aware of such matter and in any event within ten (10) working days of such matter becoming apparent to the Developer.
- 12.2 Where the Council becomes aware of a breach or non-compliance with a provision of this Agreement the Council shall be entitled to serve notice of such breach upon the Developer and the notice of breach shall state the nature of the breach, the steps required to remedy the breach and a reasonable timescale for remedying the breach.
- 12.3 The Developer shall within ten (10) working days of receiving the said notice give written notification to the Council of its response to the notice including any claim that it will remedy the breach within the stated timescale, that the timescale is too short or that it rejects the notice for the reason that no breach has occurred.
- 12.4 The Council and the Developer shall hold discussions about the notice of breach where either party so requests.
- 12.5 In the event of a dispute arising regarding the notice of breach the matter shall be determined under clause 13.
- 12.6 Save in circumstances where the notice of breach is either still the subject of discussions between the parties or is the subject of dispute determination under clause 13, if the Developer has not complied with a notice of breach the Council shall be entitled to pursue legal remedies.
- 12.7 The Developer agrees that it shall observe and perform the conditions restrictions and other matters mentioned in this Agreement and shall indemnify the Council for any expenses or costs incurred by the Council in respect of any breach by the Developer of any obligations herein contained save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or costs.

13. RESOLUTION OF DISPUTES

- 13.1 Any party may serve written notice of any dispute arising out of or in connection with this Agreement on all other parties with an interest in the outcome of the dispute ("**the Notice of Dispute**"). The Notice of Dispute must specify the nature, basis and brief description of the dispute the clause or paragraph of this Agreement pursuant to which the dispute has arisen and the proposed Expert.
- 13.2 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of fraud or manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 13.3 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) working days from the date of his appointment to act.
- 13.4 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within ten (10) working days written submissions and supporting material

and will afford to each of the said parties an opportunity to make counter submissions within five (5) working days in respect of any such submission and material.

- 13.5 The parties shall agree at the time of the relevant dispute whether the individual appointed as the Expert shall be:
- (a) a Solicitor (who shall be a Member of The Law Society with a minimum of ten (10) years' recent and relevant experience in the subject matter of the dispute);
 - (b) Leading Conveyancing or Leading Landlord and Tenant Counsel;
 - (c) a specialist Chartered Surveyor (who shall be a Fellow of the Royal Institution of Chartered Surveyors with a minimum of ten (10) years' recent and relevant experience in the subject matter of the dispute);
 - (d) a Chartered Civil Engineer (who shall be a member of the Institution of Civil Engineers with a minimum of ten (10) years' recent and relevant experience in the public or private sector).
- 13.6 If the parties are able to agree upon the qualification of the Expert in accordance with clause 13.5 but are unable to agree upon the identity of the individual to be appointed as the Expert the parties shall apply for nomination of an individual to:
- (a) in the case of sub clause 13.5(a) the President of The Law Society;
 - (b) in the case of sub clause 13.5(b) the Chairman of the Bar Counsel;
 - (c) in the case of sub clause 13.5(c) the President of the Royal Institution of Chartered Surveyors;
 - (d) in the case of sub clause 13.5(d) the President of the Institution of Civil Engineers.
- 13.7 If the parties are unable to agree upon the qualification of the Expert in accordance with sub clause 13.5, the matter shall be referred to the President of The Law Society who shall determine the appropriate qualification for the Expert from the list set out in sub clause 13.5 and the President of The Law Society, having determined the qualification of the Expert, shall nominate an individual in the case of a Solicitor or shall refer the matter to the Chairman of the appropriate body as set out in sub clause 13.6 if he has decided that the matter should be determined by someone with the qualifications set out in sub clause 13.6(b), (c) or (d).

14. THIRD PARTY RIGHTS

- 14.1 Save where otherwise specified in this Agreement no person who is not a party to the Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of or otherwise in relation to this Agreement.

15. NOTICES AND FEES

- 15.1 Any notice to be delivered to a party under this Agreement must be in writing and be sent to it at the fax number or address and marked for the attention of the person, and copied to the person(s), identified below or instead, to such alternatives as may be substituted for them from time to time by written notification from the party making such substitution.

The Council:

Fax Number: 020 7974 1930

Address: Town Hall, Argyle Street, London WC1H 8EQ

FAO: Assistant Director of Planning

Copy to: Manager of King's Cross Team

The Secretary of State:

Fax Number: 020 7944 2158

Address: Zone 5/25, Great Minster House, 76 Marsham Street, London SW1P 4DR

FAO: Graham Dalton, Director of Rail Projects, Department for Transport

Copy to: Michael Hum

LCR:

Fax Number: 020 7391 4400

Address: Third Floor, 183 Eversholt Street, London NW1 1AY

FAO: Roger Groom

Copy to: The Company Secretary

The Developer:

Fax Number: 020 7734 4474

Address: 5 Albany Courtyard, Piccadilly, London W1J 0HF

FAO: Robert Evans

Copy to: The Company Secretary

- 15.2 Any such notice must be delivered by hand or sent by fax or pre paid first class post and if delivered by hand, will conclusively be deemed to have been received on the next working day after the date of delivery, if sent by fax on the date of despatch or, if that is not a working day, on the next working day and if sent by post and posted within the United Kingdom will conclusively be deemed to have been received two (2) working days after the date of posting.
- 15.3 If a notice is sent by fax, a copy must be sent on the same day by pre paid first class post, but for the avoidance of doubt, the date of service of such notice will be the date of despatch of the fax.
- 15.4 The Developer agrees to pay the Council its reasonable and proper legal costs incurred in preparing this Agreement in the sum of £6,750 and its monitoring costs in the sum of £1,750 on or prior to completion of the Agreement.

16. RELATIONSHIP WITH WESTERN CONCOURSE

16.1 The Developer shall not Implement the Development until:

- (a) a contract has been let for the Concourse Enabling Works;
- (b) the Developer has provided the Council with sufficient evidence to demonstrate that the obligation in clause 16.1(a) has been complied with; and

- (c) the Council has approved the Arcading Management Plan as demonstrated by written notice to that effect.

16.2 The Developer shall use reasonable endeavours to:

- (a) liaise with Network Rail and other relevant parties so as to secure the construction of the Development in conjunction with the construction of the Western Concourse; and
- (b) liaise closely with Network Rail and other relevant parties to complete and open to the public the arcade to be constructed as part of the Development on or prior to the opening of the Western Concourse to the public.

16.3 The Developer shall comply with the Arcading Management Plan approved pursuant to clause 16.1(c) or any amended Arcading Management Plan approved by the Council from time to time.

17. WALKWAYS AGREEMENT

17.1 The Developer shall not Implement the Development until a draft Walkways Agreement has been submitted to the Council in relation to the Walkway.

17.2 The Developer shall not Occupy the Ground Floor Units until such time as the Walkways Agreement is completed.

17.3 The Council shall use reasonable endeavours to seal and complete the Walkways Agreement within 10 working days of receipt of engrossed copies of the approved form of Walkways Agreement correctly signed and/or sealed by the other parties ready to be released for completion.

18. SERVICING

18.1 The Developer shall not Implement the Development until the Service Management Plan has been submitted to the Council.

18.2 The Developer shall not Occupy the Ground Floor Units until the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

18.3 The Developer shall not Occupy the Ground Floor Units at any time when:

- (i) there has been a material breach of the Service Management Plan as approved pursuant to clause 18.2 or any amended Service Management Plan approved by the Council from time to time; and
- (ii) the Developer has failed to comply with any steps reasonably required by the Council to remedy such breach in the timescale reasonably specified by the Council for remedying such breach

PROVIDED THAT in the case of breaches of this clause by tenants of the Ground Floor Units the Council shall first use reasonable endeavours to take action in respect of such breaches against the relevant tenants

18.4 The upper floors of the Building following its refurbishment and reuse pursuant to the Outline Planning Permission shall not be serviced other than from the service bay shown hatched green on the Plan unless the Council approves otherwise.

19. **CODE OF CONSTRUCTION PRACTICE**

19.1 The Developer shall not Implement the Development until either:

- (a) the Council has approved the Code of Construction Practice for the Development;
or
- (b) the Developer has confirmed to the Council in writing that in undertaking the Development it shall have due regard to the Revised Code of Construction Practice dated September 2005 for King's Cross Central referred to in Section DD of the Outline Section 106 Agreement;

and the relevant code of construction practice for the Development is referred to in the remainder of this clause as the COCP.

19.2 The Developer shall carry out the Development having due regard to the COCP or any amended COCP as may be approved by the Council from time to time.

19.3 In the carrying out of the Development the Developer shall in the manner set out in the COCP:

- (a) maintain an individual with overall responsibility for implementing the COCP;
- (b) make the COCP part of each contractor's contract documents;
- (c) use reasonable endeavours to ensure that the same terms are set out in the terms of appointment of statutory undertakers and other utility providers;
- (d) identify a focal point for the dissemination of information and handling of any complaints about construction issues and the administering of a helpline;
- (e) implement a public relations strategy;
- (f) set on site working hours and advance notification procedures for activities likely to generate high levels of noise;
- (g) apply a good housekeeping standard to site layout and site appearance;
- (h) address site security and evacuation arrangements;
- (i) carry out works in such a way that inconvenience to the public arising from increases in traffic flows and the disruptive effects of construction traffic on local and main roads is limited;
- (j) use best practicable means to control and limit noise and vibration levels so that residential properties and other sensitive receptors are protected from excessive or unnecessary noise and vibration levels arising from the construction activities;
- (k) use best practicable means to minimise the emissions to air of pollutants (particularly dust, fine particles and nitrogen dioxide);
- (l) carry out the works in such a way as to prevent, contain or limit, as far as reasonably practicable, any adverse impacts arising from the presence of contaminated material encountered during the construction activities;
- (m) manage the disposal of waste, including surplus spoil, to maximise the environmental and development benefits from the use of surplus spoil and to

minimise any adverse effects of disposal, as far as practicable, through the control measures specified;

- (n) protect surface and groundwater from pollution and other adverse impacts including changes to water levels, flows and quality, through the control measures specified;
- (o) contain disturbance to landscape and townscape;
- (p) carry out construction works in such a way that any adverse impact on historic structures, surfaces, other Conservation Area features and areas of archaeological interest are limited;
- (q) carry out construction works in such a way as to minimise any detrimental effects to the health of local residents, visitors to the area and construction workers, through the control measures specified;
- (r) ensure the provision of information to local authorities and the wider public; and
- (s) consult with local residents and businesses particularly at the start of or during major civil and infrastructure works and where particular or local effects may be anticipated.

20. REFUSE AND RECYCLING MANAGEMENT PLAN

- 20.1 The Developer shall not Implement the Development until the Developer has submitted to the Council the Refuse and Recycling Management Plan.
- 20.2 The Developer shall not Occupy the Ground Floor Units until the Council has approved the Refuse and Recycling Management Plan.
- 20.3 The Developer shall comply with the Refuse and Recycling Management Plan approved pursuant to clause 20.1 or any amended Refuse and Recycling Management Plan as the Council may approve from time to time.

IN WITNESS whereof this Deed has been executed and delivered by the parties hereto on the date which appears at the head of this document.

APPENDIX 1

1. The Developer shall keep the Walkway available for use by members of the public during hours to be agreed with the Council.
2. The Developer shall maintain the Walkway in good repair and ensure it is kept in a clean and tidy condition.
3. The Developer shall have the right to permanently close the Walkway if:
 - (a) planning permission is granted for the substantial redevelopment of the Great Northern Hotel or any relevant part thereof upon terms not requiring the retention of the Walkway; or
 - (b) the Developer has established to the reasonable satisfaction of the Council that an adequate and convenient alternative permanent means of passage for members of the public has been provided.
4. The Developer shall have the right to restrict or exclude members of the public from the Walkway if such person's behaviour falls within limitations to be set out in the Walkways Agreement or constitutes a common law nuisance or public order offence.
5. The Developer shall have the right to temporarily close or obstruct the Walkway if reasonably necessary or expedient:
 - (a) in the case of emergency or for the purposes of security public safety or good order;
 - (b) for the purposes of the repair, improvement, maintenance, renewal, replacement, alteration, reinstatement, decorating and cleansing or other works to any part of the Walkway, the Building or the Western Concourse (which shall for the avoidance of doubt include the refurbishment and reuse of the Building pursuant to the Outline Planning Permission); or
 - (c) for any purposes reasonably necessary for the management of the Walkway, Building and the Western Concourse.
6. Subject to obtaining any necessary planning permissions or appropriate licences, the Developer shall have the right from time to time:
 - (a) to place structures and furniture including hard landscaping, soft landscaping, gates and seats on the Walkway;
 - (b) to erect projections over the Walkway;
 - (c) to work from the Walkway as necessary in connection with the repair, improvement, maintenance, renewal, replacement, alteration, reinstatement, decorating and cleansing of the Building or the Western Concourse;
 - (d) to erect scaffolding on the Walkway for any purpose connected with the works specified in subparagraph (c);
 - (e) to exhibit upon or abutting the Walkway lighting, notices, signs and advertising material; and
 - (f) to install any other apparatus or object previously approved by the Council

- (g) PROVIDED THAT the same do not constitute a danger to any person lawfully using the Walkway pursuant to the Walkways Agreement

SCHEDULE 1

Argent (King's Cross) Ltd
London & Continental Railways Ltd
and Exel PLC
c/o 5 Albany Courtyard
London
W1J 0HF

Application Ref: 2006/3222/L

29 October 2007

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**Great Northern Hotel
Pancras Road
King's Cross,
London
NW1**

DECISION

Proposal:

Internal & external alterations to create a pedestrian arcade within the Great Northern hotel at street level.

Drawing Nos: 452_07_100 P7, 101 P5, 110 P6, 200 P5, 201 P5, 202 P5, 203 P4, 204 P3, 300 P6, 301 P6, 302 P5, 303 P5, 700 P6, 701 P5, 702 P5, 703 P5, 704 P5, 705 P6, 706 P2, 707 P1;

452_06_100 P14, 101 P8, 102 P5, 103 P5, 104 P5, 105 P5, 106 P4, 110 P10, 200 P6, 201 P6, 202 P8, 203 P9, 204 P5, 300 P8, 301 P6, 302 P6, 303 P8, 400 P8, 700 P8, 701 P8, 702 P5, 703 P5, 704 P4, 705 P5, 706 P1, 707 P1, 708 P1;

Location Plan 452_05_001; Site Plan 452_05_002 P2; 452_05_100 P5, 101 P4, 102 P5, 103 P5, 104 P5, 105 P5, 106 P4, 110 P5, 200 P4, 201 P4, 202 P4, 203 P3, 204 P3, 300 P7, 301 P5, 302 P5, 303 P5;

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The works hereby permitted shall be begun before the expiration of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 The demolition works hereby approved shall not take place until:
 - a) Written Approval has been issued by the local planning authority for a method statement and programme for the demolition works. The demolition works shall be carried out in accordance with such method statement and programme;
 - b) A contract has been placed for the demolition works and evidence of such contract has been submitted to the Council.

Reason: To protect the special character and setting of listed buildings, to preserve or enhance the character or appearance of conservation areas and to ensure the appropriate heritage and other benefits taken into account in the assessment are secured prior to the partial demolition of the building, in accordance with policies B6 and KC11 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 No works authorised by this consent shall take place until:
 - (a) The applicant has implemented a programme of building recording and analysis by a person or body approved by the local planning authority;
 - (b) This programme shall be in accordance with a written scheme which has been submitted by the applicant and approved in writing by the local planning authority.

Reason: In order to mitigate the loss of parts of the listed building in accordance with policies B6 and KC11 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 No works authorised by this consent shall take place until the applicant has submitted a schedule of items to be salvaged from the parts of the building to be demolished and such schedule has been approved in writing by the local planning authority. The salvage works shall be carried out in accordance with a method statement submitted by the applicant and approved in writing by the local planning authority.

Reason: In order to mitigate the loss of parts of the listed building in accordance with policies B6 and KC11 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 Before any work is undertaken in pursuance of this consent to demolish or to alter by way of partial demolition any part of the building, structural engineers' drawings and/or a method statement, indicating the proposed method of ensuring the safety and stability of the building fabric to be retained throughout the period of demolition and reconstruction, shall be submitted to and approved by the local planning authority. The relevant work shall be carried out in accordance with such structural engineers' drawings and/or method statement thus approved.

Reason: In order to safeguard the special architectural and historic interest of the building; in order to prevent damage to the fabric of the listed building which may be detrimental to the appearance and/or structural well-being of the listed building and to the visual amenity of the area; and to comply with policies B1 & B6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 All new external and internal works and finishes and works of making good to the retained fabric, shall match the existing adjacent work with regard to the methods used and to material, colour, texture and profile, unless shown otherwise on the drawings or other documentation hereby approved or required by any condition(s) attached to this consent.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policies B6 and KC11 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 The new facing brickwork shall match the existing brickwork adjacent in respect of colour, texture, face bond, mortar mix and pointing, unless shown otherwise on the drawings or other documentation hereby approved or required by any condition(s) attached to this consent.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policies B6 and KC11 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 The new joinery work shall match the existing joinery work adjacent in respect of materials, dimensions and profiles, unless shown otherwise on the drawings or other documentation hereby approved or required by any condition(s) attached to this consent.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policies B6 and KC11 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 9 Before any relevant part of the works commence, details shall be submitted to and approved by the local planning authority of all signage internally and externally. The details to include:
- a) Location of signage throughout the ground floor including all external elevations of the hotel and all public elevations within the arcaded ground floor;
 - b) The number, size, location and level of illumination of signage including wayfinding, information relating to the operation of the adjacent station, retail fascia and corporate branding;
 - c) Details of materials, form and colour of graphics in all signage; and
 - d) The methods of fixing signage where historic fabric will be affected.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policies B6 and KC11 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 10 Before any relevant part of the works commence, details of the external appearance of the building resulting from works in the proposed lift and service riser voids shall be submitted to and approved by the Council. Such submission may include detailed elevation drawings as appropriate.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policies B6 and KC11 London Borough of Camden Replacement Unitary Development Plan 2006.

- 11 No new plumbing, soilstacks, flues, vents, ductwork or rainwater goods and soil pipes shall be fixed on the external faces of the building unless shown on the drawings hereby approved.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policies B6 and KC11 London Borough of Camden Replacement Unitary Development Plan 2006.

- 12 Details and samples as appropriate of finishes and materials in respect of all new works including the following shall be submitted to and approved in writing by the Council as the local planning authority in consultation with English Heritage before the relevant work is begun:

- a) Typical elevations, sections and plans for internal walls to show both existing and proposed elevations. For existing features, include typical examples of existing staircases, architraves, internal and external doors, mouldings, skirtings and other historic features at a scale of 1:10 or 1:20 as appropriate;
- b) Zones for lifts and service risers to all affected floors showing the interface with windows and doors at 1:20;
- c) Elevation (1:20), long- and cross- sections (1:10) of the new bay doorway in the south west elevation;

- d) Long- and cross- sections (1:10) of the new glazed doorway in the south west elevation to include details of mouldings;
- e) Long- and cross- sections (1:10) of the timber framed windows to ground floors to include details of mouldings;
- f) Reinstated stucco mouldings to exterior elevations at 1.10;
- g) Reinstatement of area of projecting stucco pilaster at south west elevation;
- h) Interventions at basement of store/plant impacts on the existing fabric;
- i) Samples of proposed flooring material to arcaded areas of ground floor;
- j) Samples of proposed white concrete surface treatment to ground floor;
- k) Samples of metal pillar guards to ground floor;
- l) Details at 1:10 of proposed external ventilation grilles/louvres.

The relevant work shall be carried out in accordance with such approved details.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policies B6 and KC11 London Borough of Camden Replacement Unitary Development Plan 2006.

- 13 Before the relevant work is undertaken a method statement detailing the method of protecting the historic fabric during the installation and subsequent removal of temporary rendered masonry walls in the proposed retail units, foyer entrance and lowered windows of the ground floor, shall be submitted to and approved by the local planning authority. The relevant work shall be carried out in accordance with such drawings and/or method statement thus approved.

Reason: In order to safeguard the special architectural and historic interest of the building; in order to prevent damage to the fabric of the listed building which may be detrimental to the appearance and/or structural well-being of the listed building and to the visual amenity of the area, and to comply with policies B1 & B6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Regarding Condition 9: It is expected that signage design details related wayfinding, pedestrian and traffic routing and the operation of the adjoining station will be prepared in co-operation with Network Rail and in broad agreement with the Signage and Advertising strategy to be submitted as part of the conditions for works to King's Cross station.
- 2 Nothing in this consent grants permission for alterations above the first floor slab other than:
 - a) the removal of the existing lift shafts, cars and supports;
 - b) arrangements for provision of service risers and lift cores through all floors;
 - c) removal of external rainwater and drainage goods on all facades and their replacement/rationalisation with new, external cast iron downpipes on all facades (to be diverted internally above the proposed concourse roof on the north-east elevation); and

d) removal of projecting stucco pilaster (later addition) on south-west elevation.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

Argent (Kings Cross) Ltd
London & Continental Railways Ltd
and Exel PLC
c/o 5 Albany Courtyard
London
W1J 0HF

Application Ref: 2006/3220/P

29 October 2007

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**Great Northern Hotel
Pancras Road
King's Cross,
London**

DECISION

Proposal:

Demolition of internal and external elements at ground and basement levels and alterations to provide grade-level pedestrian arcade with openings on all four sides; alterations to existing windows to provide doorways to retained ground floor foyer; installation of ground floor shutters in north east elevation; two new retail units (Class A1) at ground floor; all in connection with facilitating pedestrian access and movement related to new King's Cross station western concourse abutting northeastern elevation.

Drawing Nos: Location Plan 452_05_001; Site Plan 452_05_002 P2; 452_05_100 P5, 101 P4, 102 P5, 103 P5, 104 P5, 105 P5, 106 P4, 110 P5, 200 P4, 201 P4, 202 P4, 203 P3, 204 P3, 300 P7, 301 P5, 302 P5, 303 P5;
52_06_100 P14, 101 P8, 102 P5, 103 P5, 104 P5, 105 P5, 106 P4, 110 P10, 200 P6, 201 P6, 202 P8, 203 P9, 204 P5, 300 P8, 301 P6, 302 P6, 303 P8, 400 P8, 700 P8, 701 P8, 702 P5, 703 P5, 704 P4, 705 P5, 706 P1, 707 P1, 708 P1;
452_07_100 P7, 101 P5, 110 P6, 200 P5, 201 P5, 202 P5, 203 P4, 204 P3, 300 P6, 301 P6, 302 P5, 303 P5, 700 P6, 701 P5, 702 P5, 703 P5, 704 P5, 705 P6, 706 P2, 707 P1;

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 Details of the roller shutters to be fitted to the ground floor concave elevation of the Hotel shall be submitted to and approved by the Council before the relevant parts of the works are commenced. Such details to include: manufacturer specifications including details of finishes, detailed and contextual elevations showing shutter in the closed and open positions (at a scale of 1:20). The relevant work shall be carried out in accordance with such details thus approved.

Reason: To safeguard the appearance of the premises and to preserve the character and appearance of the conservation area in accordance with the requirements of policies B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 Samples or manufacturer details as appropriate of the proposed flooring material, white concrete surface treatment and metal pillar guards to the ground floor shall be submitted to and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given.

Reason: To safeguard the appearance of the premises and to preserve the character and appearance of the conservation area in accordance with the requirements of policies B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006,

with particular regard to policies SD1, SD2, B1, B3, B6, B7, KC8 and KC11. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

- 2 It is expected that the design details of all wayfinding and signage related to the operation of the adjoining station will be in agreement with the signage and advertising strategy to be submitted by NR as part of the conditions for the station.
- 3 Advertisements: This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) Regulations 1992, which includes shopfront fascia and signage. Application forms may be obtained from the Council's One Stop Reception, Environment Department, Camden Town Hall, Argyle Street WC1H 8EQ. (Tel: 020-7278 4444 or email env.devcon@camden.gov.uk or on www.camden.gov.uk/planning)
- 4 Nothing in this permission grants consent for uses above the first floor slab - these are covered in application 2004/2307/P.

Yours faithfully

Culture and Environment Directorate

DECISION

The Common Seal of the Mayor
and Burgesses of the London
Borough of Camden was hereunto
affixed in the presence of:)
)
)
)




Authorised Signatory

The Corporate Seal of The
Secretary of State hereunto affixed)
was authenticated by:)
)

SEAL REF NO.
DFT/2358



An Assistant Secretary *Michael Horn*

Executed as a Deed by London &
Continental Railways Limited)
acting by:)
)

Director *RDH*

Director/Secretary 

Executed as a Deed by Argent
(King's Cross) Limited acting by:)
)

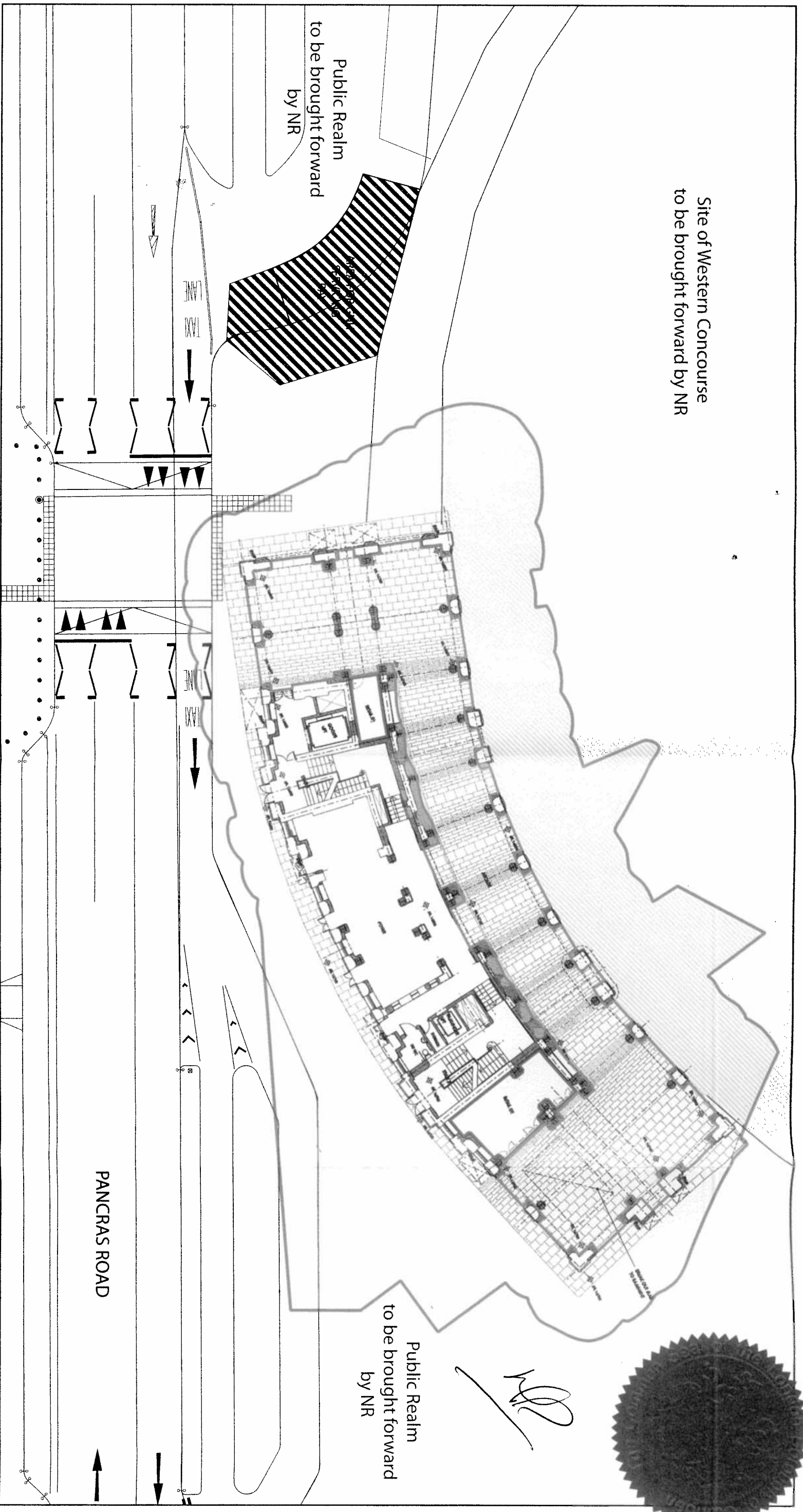
Director *RL*

Director/Secretary *JW*

Site of Western Concourse
to be brought forward by NR

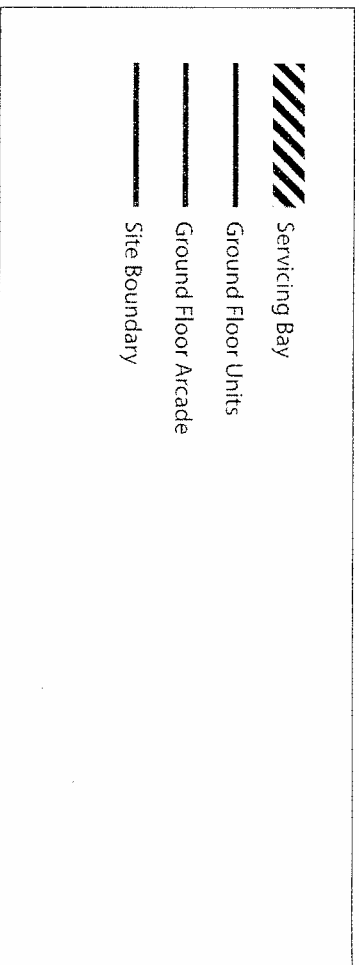
Public Realm
to be brought forward
by NR

Public Realm
to be brought forward
by NR



Argent (King's Cross) Limited
King's Cross Central

Key:



Plan 1

Great Northern Hotel
Arcading Works

Michael Horn

