

DATED

7 December

2012

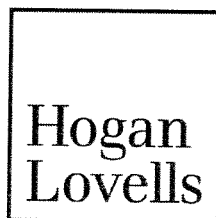
THE MAYOR AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN

- AND -

KING'S CROSS CENTRAL (TRUSTEE NO. ONE) LIMITED  
AND KING'S CROSS CENTRAL (TRUSTEE NO. TWO)  
LIMITED

DEED OF VARIATION PURSUANT TO SECTION 106A OF THE TOWN AND  
COUNTRY PLANNING ACT 1990 (AS AMENDED) AND OTHER POWERS

RELATING TO THE SECTION 106 AGREEMENT DATED 22 DECEMBER 2006  
FOR KING'S CROSS CENTRAL LONDON



Y0724.00380/2566574  
CM1MG

THIS DEED is made the

7<sup>th</sup>

day of

December

2012

**BETWEEN:**

- (1) **The Mayor and Burgesses of the London Borough of Camden** of Town Hall, Judd Street, London WC1H 9LP (the "**Council**") which expression shall include its statutory or other successors; and
- (2) **King's Cross Central (Trustee No. One) Limited** (company registration number 06387698) and **King's Cross Central (Trustee No. Two) Limited** (company registration number 06387722) both of 5 Albany Courtyard Piccadilly London W1J 0HF acting as trustees on behalf of **King's Cross Central Limited Partnership** (registered with number LP12617 under the Limited Partnership Act 1907) acting by its general partner **King's Cross Central General Partner Limited** (registered in England and Wales with company number 06387691) whose registered office is at 5 Albany Courtyard, Piccadilly, London W1J 0HF (the "**Developer**") which expression shall include its successors in title and assigns

**WHEREAS:**

- (A) On 22 December 2006 the Council, the Secretary of State for Transport, London & Continental Railways Limited, National Carriers Limited, Argent (King's Cross) Limited and TfL entered into a Deed pursuant to the provisions of s106 Town and Country Planning Act 1990 as amended and other enabling powers (the "**Agreement**").
- (B) The Developer is the owner with freehold title absolute of the land comprised in Title Number NGL 901018.
- (C) The Agreement was varied by Deeds of Variation dated 8 April 2008, 30 July 2010, 11 January 2011, 4 November 2011, 23 December 2011, 20 June 2012 and 8 August 2012.
- (D) The Developer submitted the P1 reserved matters application to the Council which was validated by the Council on 11 September 2012 and given planning reference 2012/4741/P.
- (E) The Council has resolved that the P1 reserved matters application be granted subject to a legal agreement being entered into making provision for the amended planning obligations herein contained.
- (F) The Developer has entered into contractual commitments with Argent Projects no. 4 Limited Partnership and Dolphin Square Foundation to progress the development which is the subject of the reserved matters application 2012/4741/P and these contractual commitments reflect the variations to the Agreement set out in the terms of this Deed.
- (G) The Council and the Developer have agreed to vary the Agreement and to enter into supplemental obligations as set out in this Deed of Variation (the "**Deed**").

**NOW THIS DEED WITNESSES** as follows:

1. This Deed is entered into by the parties pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 as amended and all other powers enabling the Council in this behalf.
2. Save as expressly provided otherwise in this Deed the words and expressions used in this Deed shall have the same meaning as in the Agreement.

3. Saving and excepting as expressly provided for by the provisions of this Deed the covenants and provisions contained in the Agreement shall continue to have full force and effect.
4. **NEW EDUCATION PROVISION IN PLOT P1**
  - 4.1 Part 2 Section J (Education) in the Agreement shall be deleted and replaced by Schedule 1 to this Deed.
  - 4.2 Within Schedule 2 to the Agreement (Heads of Terms of Facility Leases), the Heads of Terms relating to (i) the lease of a primary school and (ii) the lease of a Sure Start/Children's Centre shall be deleted.
  - 4.3 The Developer hereby agrees to grant and the Council agrees to accept the Schools Premises Lease in accordance with the provisions of Schedules 2 and 3 to this Deed respectively.
  - 4.4 The terms and conditions set out in Schedule 4 to this Deed shall be binding upon both the Developer as prospective landlord and the Council as prospective tenant in relation to the relevant premises.
  - 4.5 The definition of "Facilities" at clause 1.2 in Part 1 of the Agreement shall be amended so as to:-
    - (i) delete sub-para (xi) "Sure Start/Children's Centre" in its entirety; and
    - (ii) at sub-para (x) delete the words "Two Form Entry Primary School".
  - 4.6 Clause 22.4 in Part 1 of the Agreement shall be amended so as to:-
    - (i) delete sub-para (k) regarding Sure Start/Children's Centre in its entirety; and
    - (ii) at sub-para (l) delete the words "Two Form Entry Primary School: £2,660,000".
  - 4.7 At Part 2 Section S of the Agreement:-
    - (i) the definition of "Sure Start/Children's Centre" shall be deleted in its entirety;
    - (ii) the definition of "Two Form Entry Primary School" shall be deleted and replaced by the definition of "Collocated Schools" as defined in Schedule 1 to this Deed;
    - (iii) paragraph 7 shall be deleted in its entirety and replaced with the following:-

"No later than the opening of the Collocated Schools the Developer shall pay to the Council £100,000 to facilitate the expansion by the LWT of its local public participation and educational work at CSNP to include for example new wildlife clubs for the Collocated Schools; and"
    - (iv) paragraph 8 the words "the Two form Entry Primary School" shall be deleted and replaced by "the Collocated Schools".
5. **COMMUNITY MEETING FACILITIES IN PLOT P1**
  - 5.1 The Developer hereby agrees to grant and the Council agrees to accept the Community Meeting Facilities Lease in Plot P1 in accordance with the provisions of Part 2 Section H of the Agreement.

- 5.2 Accordingly the provisions of this Deed will serve as a Lease Offer and Lease Acceptance for the purposes of clauses 21 and 22 in Part 1 of the Agreement.
- 5.3 The terms and conditions set out in "The Schedule" at Schedule 2 to the Agreement ("Heads of Terms of Facility Leases") will be binding upon the Developer as prospective landlord and the Council as prospective tenant in relation to the Community Meeting Facilities.
6. **CONSEQUENTIAL ADJUSTMENTS TO HOUSING AND AFFORDABLE HOUSING**
- 6.1 For the purposes of calculating the number of Affordable Housing units to be or being delivered under Part 2 Section NN of the Agreement and the conditions attached to the Planning Permission the construction of the Schools Premises for the Collocated Schools shall deliver the equivalent of 1,480 sq m NIFA of Affordable Housing Floorspace, with the following assumed mix of (22 no.) General Needs Social Rented units:
- (a) 6 x 1 bed units @ 48 sqm each
  - (b) 5 x 2 bed units @ 61 sqm each
  - (c) 4 x 2 bed units @ 68 sqm each
  - (d) 4 x 3 bed units @ 84 sqm each
  - (e) 3 x 4 bed units @ 93 sqm each
- 6.2 The Developer may provide 77 Key Worker Sub-Market Rented units within Plot P1 with the following unit mix:
- (a) 25 x studios @ 31 sqm each
  - (b) 25 x 1 bed @ 42 sqm each
  - (c) 11 x 2 bed @ 56 sqm each
  - (d) 16 x 2 bed @ 64 sqm each
- 6.3 The definition of "Key Worker" at Part 2 Section NN of the Agreement shall be amended such that sub para (m) is deleted and replaced by the following:
- "all other households with an income lower than the affordability for intermediate housing published from time to time by the Mayor of London in his annual monitoring report, which at the date of this Deed is £64,300 per annum or £77,200 per annum for intermediate housing for households with dependents."
- 6.4 The Developer shall ensure there is provision within the Keyworker Sub-Market Rented housing in Plot P1 for households with a range of incomes below the upper income levels referred to in the definition of "Key Worker".
- 6.5 The Key Worker Sub-Market Rented units within Plot P1 shall be made available to Key Workers in the following priority order:
- (a) Existing local authority or registered provider tenants within the London Borough of Camden who are Key Workers and who are employed in the City of Westminster;

- (b) Other residents in the London Borough of Camden who are Key Workers and who are employed in the City of Westminster;
  - (c) Existing local authority or registered provider tenants living within the City of Westminster who are Key Workers and who are employed in the London Borough of Camden;
  - (d) Other Key Workers not falling within the categories above, who are employed in the City of Westminster;
  - (e) Other Key Worker households not falling within any of the above categories, but who require affordable rented accommodation and who would not otherwise be able to afford adequate housing generally available on the open market.
- 6.6 The 1-bed and 2-bed Key Worker Sub-Market Rented units within Plot P1 shall be provided in lieu of the following (38 no.) General Needs Social Rented units comprising 2,678 sqm NIFA which are part of the General Needs Social Rented units set out within the Baseline Mix at Schedule NN Part 2 of the Agreement:
- (a) 7 x 1 bed units @ 48 sqm each
  - (b) 6 x 2 bed units @ 61 sqm each
  - (c) 10 x 2 bed units @ 68 sqm each
  - (d) 11 x 3 bed units @ 84 sqm each
  - (e) 4 x 4 bed units @ 93 sqm each
- 6.7 Following the housing delivery previously agreed between the Developer and the Council for Development Plots J, R4, R5 and T1 and agreed in this Deed for Development Plot P1, the Residential Units to be delivered pursuant to Section NN of the Agreement as at the date of this Deed are set out in Schedule 5 to this Deed.
7. **GENERAL**
- 7.1 The Agreement shall be read and construed as if the variations and supplemental provisions set out in clauses above had appeared in the Agreement as originally executed.
- 7.2 This Deed shall be registered as a local land charge by the Council.

**IN WITNESS** whereof the parties hereto have duly executed this Deed on the date first before written.

## SCHEDULE 1

### REPLACEMENT PROVISIONS RELATING TO EDUCATION

#### DEFINITIONS

<b>"MUGA"</b>	The external multi use games area to be provided within Plot T1 in accordance with Part 2 Section L of the Agreement.
<b>"Secondary School Contribution"</b>	A contribution in the sum of £1.5 million to be paid by the Developer to the Council, such contribution to assist with the Council's programme of expansion and or upgrading of one or more local secondary schools within LB Camden to accommodate one or more additional forms of entry.
<b>"Collocated Schools"</b>	A new two form-entry primary school and the Frank Barnes School for Deaf Children which will have shared facilities and be located together within the Schools Premises.
<b>"Schools Premises"</b>	Premises at basement, ground and first floor levels as shown in the drawings referred to at Schedule 2 Part 1 of this Deed and forming part of the Schools Premises Lease (together with such minor amendments as may be agreed between the Council and Developer, each acting reasonably) such premises to be provided to Shell and Core (including a lift to link the floorspace on relevant floors) suitable for fitting out as Collocated Schools with not less than 3,104 sq m GIA (excluding plant, circulation and partitions), an outdoor playground and play decks all within Development Plot P1 consistent with the schedule and the drawings referred to at Schedule 2 Part 2 of this Deed.
<b>"Schools Premises Lease"</b>	A lease of the Schools Premises at a peppercorn rent to be granted by the Developer to the Council in the form set out at Schedule 3 to this Deed with such amendments as may be agreed between the Council and Developer, each acting reasonably.

#### OBLIGATIONS

1. Subject to the Council complying with its obligations in paragraph 5 and Part 3 of Schedule 4, the Developer shall not First Occupy more than 150 units of Market Housing within Development Plot P1 or First Occupy more than 1,150 Residential Units within the Development (excluding Student Housing) until the Schools Premises have been

Practically Completed to Shell and Core level and are available to be fitted out by or on behalf of the Council.

2. Notwithstanding the provisions in paragraph 1 above and subject to the Council complying with its obligations in paragraph 5, the Developer shall work in good faith to achieve the Practical Completion of the School Premises to Shell and Core level at a suitable point within the construction programme of Development Plot P1 to enable the orderly fit out of the School Premises by or on behalf of the Council and the Council shall work in good faith to complete the fit out works of the School Premises in accordance with the Schools Premises Lease and the delivery programming of the Developer.
3. Subject to the Council complying with its obligations in paragraph 5, the Developer shall grant and the Council shall accept the Schools Premises Lease as soon as practicable following commencement of the relevant construction works to the Schools Premises and in any event no later than the commencement of any fit-out works.
4. The Developer shall provide at least 1,075 sq m of outdoor space, to include a playground and external play decks, directly adjoining or within the Schools Premises for use by the Collocated Schools in accordance with the School Premises Lease.
5. The Developer and the Council agree that the Council's contribution towards the cost of delivering the Schools Premises (including construction costs, professional fees and project management fees) shall be fixed at £4,777,500 exclusive of VAT.
6. The Developer may discharge its obligations in paragraphs 1, 2, 3 and 4 such that construction activities continue on the floors above the Schools Premises (the "Continuing Works") after the Developer grants the Schools Premises Lease to the Council provided that:
  - (a) the Continuing Works do not prevent the beneficial use of the Schools Premises by the Collocated Schools following its fit out; and
  - (b) the Developer uses reasonable endeavours at all times to minimise any impact from the Continuing Works on the Council's programme of works to fit out and subsequently use the Schools Premises for their intended purposes. The Council shall provide to the Developer in writing such programme of works within two (2) months of the Developer providing to the Council written notice of the anticipated date of Practical Completion of the Schools Premises;
  - (c) the Developer uses reasonable endeavours at all times to liaise with the Council and the Collocated Schools in order to provide information in relation to the programming of the Continuing Works as they affect the School Premises [and shall have regard to any representations made by the Council or the Collocated Schools in relation to the Continuing Works but shall not be bound by such representations.
7. No more than 1,550 Residential Units (excluding Student Housing) shall be First Occupied until the Developer has paid the Secondary School Contribution.
8. If on the 10th anniversary of the Implementation Date the Secondary School Contribution has not been paid and the Council has committed funds to the provision of educational services in the LB Camden to satisfy an increased demand for places at secondary schools arising from the Development the Developer shall pay a proportion of the Secondary School Contribution to be calculated accordingly:

*(£1.5 million ÷ 1,550) x Number of Residential Units (excluding Student Housing)  
Practically Completed and/or First Occupied*

9. If on the 15th 20th and 25th anniversary of the Implementation Date any part of the Secondary School Contribution has not been paid in full and the Council has committed funds to the provision of educational services in the LB Camden to satisfy the increased demand for places at secondary schools arising from the Development then the Developer shall pay an outstanding proportion of the Secondary School Contribution to be calculated accordingly:

*(£1.5 million ÷ 1,550) x Number of Residential Units (excluding Student Housing)  
Practically Completed and/or First Occupied less any previous payment of the Secondary  
School Contribution*

10. The Council shall apply the Secondary School Contribution towards the purposes set out in the definition of Secondary School Contribution.
11. The Council shall be responsible for all costs associated with the fitting-out and running of the Schools Premises.
12. The Developer and the Council shall agree the reasonable hours during the school day when the Collocated Schools shall have priority access to the following open spaces within the Development as soon as they are Practically Completed:
- (a) the MUGA; and
  - (b) the open space/park facilities within Gas Holder No 8;
- always provided that such priority access shall be controlled, secure and at no cost to the Collocated Schools.
13. The Developer and the Council shall agree the reasonable hours the Collocated Schools shall have priority access to the open spaces referred to in paragraph 12 above on such other occasions outside the school day.
14. For the avoidance of doubt, access to the open spaces referred to in paragraph 12 are to be provided in addition to the playground and play deck outdoor areas to be provided under paragraph 4.



**SCHEDULE 2**

**REPLACEMENT PROVISIONS RELATING TO EDUCATION**

**PART 1 –SHELL AND CORE DRAWINGS OF THE SCHOOLS PREMISES**

<b>BASEMENT LEVEL</b>	<b>DRAWING NUMBER 476 1-907 REV B</b>
<b>LEVEL 00</b>	<b>DRAWING NUMBER 476 1-905 REV B</b>
<b>LEVEL 01</b>	<b>DRAWING NUMBER 476 1-906 REV B</b>

**PART 2 - FLOORSPACE AND ROOM DETAILS FOR THE COLLOCATED SCHOOLS**

<b>BASEMENT FLOOR PLAN</b>	<b>DRAWING NUMBER 1-110 REV D</b>
<b>GROUND FLOOR PLAN</b>	<b>DRAWING NUMBER 1-111 REV E</b>
<b>FIRST FLOOR PLAN</b>	<b>DRAWING NUMBER 1-112 REV D</b>
<b>SEE SCHEDULE OF ACCOMMODATION ATTACHED</b>	

**SCHEDULE 3**  
**FORM OF LEASE FOR THE SCHOOLS PREMISES**

DATED

**KCC NOMINEE 1 (P1) LIMITED**  
and  
**KCC NOMINEE 2 (P1) LIMITED**  
as Landlord

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

**UNDERLEASE**

relating to  
Basement, Ground and First Floors  
Building P1  
King's Cross Central London

Property:	Basement, ground and First Floors, Building P1, King's Cross Central
Term:	99 years commencing on the Term Commencement Date



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Appendix	Name
	Property Floor Plans 1, 2 and 3

<b>LR1.</b>	<b>Date of lease</b>	
<b>LR2.</b>	<b>Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b>
		<b>LR2.2 Other title numbers</b>
		NGL901018 AND NGL630321
<b>LR3.</b>	<b>Parties to this Lease</b>	<b>Landlord</b>
		<b>KCC NOMINEE 1 (P1) LIMITED</b> (company no 7861833) and <b>KCC NOMINEE 2 (P1) LIMITED</b> (company no 7861711) both of 5 Albany Courtyard Piccadilly London W1J 0HF as trustees for the Kings Cross Central Limited Partnership (LP12617) also of 5 Albany Courtyard Piccadilly London W1J 0HF
		<b>Tenant</b>
		<b>THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN</b> of Town Hall Judd Street London WC1H 9LP
<b>LR4.</b>	<b>Property</b>	<b>In the case of a conflict between this Clause and the remainder of this Lease then, for the purposes of registration, this Clause shall prevail</b>
		The Property is defined in Clause 1.1
<b>LR5.</b>	<b>Prescribed statements etc.</b>	<b>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</b>
		None
<b>LR6.</b>	<b>Term for which the Property is leased</b>	99 years from and including the Term Commencement Date
<b>LR7.</b>	<b>Premium</b>	None

<b>LR8. Prohibitions or restrictions on disposing of this Lease</b>	This Lease contains a provision that prohibits or restricts dispositions
<b>LR9. Rights of acquisition etc</b>	<b>LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b>
	None
	<b>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</b>
	None
	<b>LR9.3 Landlord's contractual rights to acquire this Lease</b>
	None
<b>LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11. Easements</b>	<b>LR11.1 Easements granted by this Lease for the benefit of the Property</b>
	The rights and matters set out in Schedule 1, Part 1 ( <i>Rights</i> )
	<b>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</b>
	The rights and matters set out in Schedule 1, Part 2 ( <i>The Exceptions and Reservations</i> )
<b>LR12. Estate rentcharge burdening the Property</b>	None
<b>LR13. Application for standard form of restriction</b>	None
<b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b>	None

## DATED

## PARTIES

- (1) **KCC NOMINEE 1 (P1) LIMITED** (company no 7861833) and **KCC NOMINEE 2 (P1) LIMITED** (company no 7861711) both of 5 Albany Courtyard aforesaid as trustees for the Kings Cross Central Limited Partnership (company no LP12617) whose principle office is at 5 Albany Courtyard aforesaid (the "**Landlord**")
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall Judd Street London WC1H 9LP which expression shall include its statutory or other successors (the "**Tenant**")

## OPERATIVE PROVISIONS

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 In this Lease:

"**1995 Act**" means the Landlord and Tenant (Covenants) Act 1995.

"**Accounting Date**" means 31 December in each year or such other date as the Landlord notifies in writing to the Tenant from time to time.

"**Accounting Year**" means the period of 12 months ending on either 31 December in each year, or such other date in each year as the Landlord may from time to time determine (acting reasonably).

"**Adjoining Building**" means any building (or proposed building) (other than the Building) on the Estate that is let or designed or intended to be let or occupied otherwise than in connection with the provision of the Estate Services.

"**Adoption Agreements**" means such agreements relating to the supply of services to the Property as may be entered into by the Landlord and such other parties as may be required by the Landlord substantially in the form of the agreements dated 17 December 2009 between the following parties:

- (a) King's Cross Central Limited Partnership (1) Independent Community Heating Limited (2) BAM Nuttall Limited (3);
- (b) King's Cross Central Limited Partnership (1) Independent Fibre Networks Limited (2) BAM Nuttall Limited (3);
- (c) King's Cross Central Limited Partnership (1) Independent Pipelines Limited (2) BAM Nuttall Limited (3);
- (d) King's Cross Central Limited Partnership (1) Independent Power Networks Limited (2) BAM Nuttall Limited (3); and
- (e) King's Cross Central Limited Partnership (1) Independent Water Networks Limited (2) BAM Nuttall Limited (3).

"**Asset Rating**" has the meaning given to it in the EPB Regulations.

"**Assignee**" means the person or persons to whom the Tenant proposes to assign this Lease.

**"Authority"** means any statutory public local regulatory body or other authority or any court of law or any government department or any of them or any persons authorised by any of them.

**"Base Rate"** means the base rate from time to time of Barclays Bank PLC or (if that is not available) the most closely comparable rate of interest as may be specified by the Landlord (acting reasonably).

**"Building"** means Building P1, Kings Cross Central as shown edged red on the Building Plan of which the Property forms part.

**"Building Plan"** means the attached plan marked "Building Plan".

**"Building Regulations"** means such reasonable regulations governing the general management, oversight, security and use of the Building from time to time published by the Landlord and notified by the Landlord to the Tenant.

**"Building Services"** means the services set out in Schedule 3, Part 2 (*Building Services*).

**"Building Service Charge"** means the service charge as specified and calculated in accordance with Schedule 3, Part 1 (*Calculation and payment of the Building Service Charge*).

**"Calculation Date"** means the date of the Tenant's application to the Landlord for consent to the assignment of this Lease.

**"Conducting Media"** includes (but is not limited to) pipes flues ducts wires cables drains sewers gutters gullies channels photo voltaic cells or panels and ancillary equipment and apparatus providing water, heating and cooling, electricity, gas, radio, television, telegraphic, telephone, telecommunications and other services and supplies of whatsoever nature.

**"Deed of Variation"** means a deed of variation varying the Section 106 Agreement dated [ ] made between [ ] and [ ].

**"Environmental Law"** means all statutes regulations and subordinate legislation European laws treaties and common law which at any time relate to the pollution or protection of the environment or harm to or the protection of human health and safety or the health of animals and plants.

**"EPB Regulations"** means the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007.

**"EPC"** means an energy performance certificate and recommendation report, as defined in the EPB Regulations as amended or updated from time to time.

**"ESCO"** means Metropolitan (King's Cross) Limited or such other utility company as may from time to time supply district heating to the Estate.

**"Estate"** means the land shown edged red on the Estate Plan of which the Building forms part and includes all buildings structures and features in the ownership or control of the Superior Landlord from time to time erected on over or under that land and any other nearby land or premises (not being land or premises which will be significantly onerous to the Estate) in which the Landlord and/or the Superior Landlord shall have acquired a freehold or leasehold interest whether before or



after the date hereof and which the Superior Landlord reasonably designates shall form part of the Estate.

**"Estate Common Parts"** means such entrances, footpaths, roadways, ramps, colonnades, passages, staircases, circulation areas, manoeuvring areas, service roads, service areas and colonnades and (without limitation to the foregoing) loading bays, parking areas, forecourts, bridges, fountains, benches, landscaped and other areas and amenities from time to time provided by the Superior Landlord for the common use and/or enjoyment of tenants or occupiers of or visitors to the Estate or any of them but excluding any car park within any building on the Estate.

**"Estate Facilities"** means such Conducting Media and other systems, equipment and facilities as may from time to time be provided for the amenity of the Estate including but not limited to security, fire prevention and surveillance systems, communication facilities and refuse disposal equipment.

**"Estate Plan"** means the attached plan marked "Estate Plan 1".

**"Estate Regulations"** means such reasonable regulations governing the general management, oversight, security and use of the Estate from time to time published by the Superior Landlord and notified by the Landlord to the Tenant in writing.

**"Estate Retained Property"** means all parts of the Estate which are not let or intended to be let or occupied otherwise than by lettings or occupation for the purposes of the provision of Estate Services including (but not limited to):

- (a) Estate Common Parts;
- (b) Estate Facilities except those exclusively serving the Building or any Adjoining Building; and
- (c) Estate boundaries, walls, fences, gates and other entrances and accessways which adjoin the Estate and which the Superior Landlord properly and reasonably decides to maintain.

**"Estate Services"** means the services set out in paragraphs 1.1 (a) to (v) (inclusive) of schedule 3 of the Headlease.

**"Estimated Building Service Charge"** means the Landlord's Surveyor's proper estimate of the Building Service Charge for the Service Charge Period.

**"Event of Default"** means a substantial and material breach by the Tenant of any of the obligations set out in Clause 3.5.1, Clause 3.6 (*Repair notice*), Clause 3.11 (*Alterations*), Clause 3.12 (*Alienation*) and Clause 3.17.1.

**"Gymnasium Facilities"** means that part of the Building the approximate position of which is shown edged blue on the Gymnasium Facilities Plan.

**"Gymnasium Facilities Plan"** means the attached plan marked "Gymnasium Facilities Plan".

**"Headlease"** means the lease of the Building dated 26 March 2012 and made between (1) King's Cross Central (Trustee No. One) Limited and King's Cross Central (Trustee No. Two) Limited and (2) the Landlord.

**"Insurance Rent"** means such sums as the Landlord's Surveyor shall certify as being a fair and reasonable proportion of the cost to the Landlord of keeping the

Building insured in accordance with Clause 5 (*Landlord's insurance covenants*) against the Insured Risks.

**"Insured Risks"** means fire explosion lightning impact earthquake aircraft (other than hostile aircraft) and things dropped from such aircraft flood storm tempest bursting or overflowing of water tanks apparatus pipes boilers or heating equipment riot civil commotion or malicious damage subsidence heave terrorism and/or such other perils as the Landlord may in its reasonable discretion insure against insofar as insurance is reasonably available in the London insurance market on reasonable commercial terms at reasonable cost.

**"Landlord"** means the person so named in the Parties and includes any other person from time to time entitled to the Landlord's Reversion.

**"Landlord's Reversion"** means the Landlord's interest in the reversion immediately expectant on the determination of the Term.

**"Landlord's Rights"** means the rights in Clause 3.10 (*To permit entry*) and in Schedule 1, Part 2 (*The Exceptions and Reservations*).

**"Landlord's Surveyor"** means (at the Landlord's absolute discretion) a chartered surveyor in the employment of the Landlord or a chartered surveyor or firm of chartered surveyors or asset management company employing a chartered surveyor appointed by or on behalf of the Landlord from time to time for the purposes mentioned in this Lease.

**"Legal Obligation"** means any obligation or requirement from time to time created by any statute or Authority or arising under any order by-law or regulation which relates to the Property or its use or occupation or any works upon it or otherwise and includes without limitation Environmental Law, all health and safety requirements and all obligations imposed as a condition of any Necessary Consents.

**"Level 2 Garden"** means that part of the Building the approximate position of which is shown edged blue and labelled Garden on the Gymnasium Facilities Plan.

**"Necessary Consents"** means planning permission and all other consents licences permissions and approvals whether of a public or private nature.

**"Permitted Underlessee"** means any organisation properly established as a charitable company for the purposes of running an Academy school at Plot P1 in compliance with the terms of this Lease following the selection of an Academy sponsor under a proper process.

**"Permitted Use"** means use as a primary school and/or a special education needs school including a nursery and childcare.

**"Planning Acts"** means the Town & Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and any subsequent legislation of a similar nature.

**"Planning Permission"** means the outline planning permission 2004/2307/P.

**"Play Decks"** means the play decks shown cross hatched black on Property Floor Plan 3 attached or affixed to the exterior of the Building.

**"Playground"** means the playground shown cross hatched black on Property Floor Plan 2 excluding the Playground Structures.

**"Playground Structures"** means all walls fences integrated gates and other structures situated around and/or on the boundaries of the Playground and which provide enclosure to the Playground.

**"Prescribed Rate"** means the rate of interest 4% per annum above Base Rate.

**"Principal Rent"** means a peppercorn payable (if demanded) on each anniversary of this Lease.

**"Property"** means the premises on the basement, ground and first floors of the Building and shown edged red on Property Floor Plans 1, 2 and 3 and includes:

- (a) the interior finishes on all walls;
- (b) the inner half severed vertically or horizontally (as the case may be) of all non-load bearing walls, floors, ceilings and other partitions between the Property and any adjoining premises or part of the Building;
- (c) the floor finishes, raised floors and any voids beneath them down to (but excluding) the load bearing floor slab beneath them which support such raised floors;
- (d) the ceiling finishes and any suspended or false ceilings and any voids between them and the ceiling slab above them;
- (e) all internal doors and door frames (including any glass in them) incorporated in all walls whether load-bearing or not;
- (f) the glass in all exterior windows and doors but not the window frames or window casements or mechanisms;
- (g) all fixtures and fittings in or forming part of the Property and all additions to the Property;
- (h) all Conducting Media plant and machinery at any time within and exclusively serving the Property;
- (i) all alterations, additions or other works to the Property;
- (j) the surfaces and balustrades of any Play Decks;
- (k) the surfaces of the Playground;
- (l) the lifts and associated operating equipment within the Property;
- (m) the fire escapes within the Property

but excludes:

- (n) the frames of all exterior windows and other fenestration constructed in the external walls and in the other boundaries of the Building;
- (o) any Conducting Media which are designed to serve the Property and the rest of the Building or only another part of the Building;

- (p) the Play Decks (but not the surfaces of them);
- (q) the Playground (but not the surfaces of them);
- (r) the Playground Structures;
- (s) the load bearing structure of the Building including the load bearing structure of the roofs, foundations, external and internal walls and columns, the structural slabs of the ceilings and floors and retaining walls of the lift shafts;
- (t) the external surfaces of the Building;
- (u) all external doors and door frames (but not excluding any glass in them); and
- (v) any other parts of the Building which are not comprised in the Property.

**"Property Floor Plans"** means the annexed plans at the Appendix marked "Property Floor Plans 1, 2 and 3 respectively".

**"Public Holidays"** means Saturdays Sundays or English public holidays.

**"Quarter Day"** means 25 March, 24 June, 29 September and 25 December in each year of the Term.

**"Section 106 Agreement"** means the agreement dated 22 December 2006 made under section 106 of the Town and Country Planning Act 1990 and made between (1) The Mayor and Burgesses of the London Borough of Camden; (2) The Secretary of State for Transport; (3) London and Continental Railways Limited; (4) National Carriers Limited; (5) Argent (King's Cross) Limited; and (6) Transport for London as amended by agreements dated 8 April 2008, 30 July 2010, 11 January 2011, 4 November 2011, 23 December 2011, 20 June 2012 and 8 August 2012 and the Deed of Variation.<sup>1</sup>

**"Service Charge Period"** means the period of 12 months ending on either 31 December in each year, or such other date in each year as the Landlord may from time to time determine (acting reasonably).

**"Superior Landlord"** means King's Cross Central (Trustee No. One) Limited And King's Cross Central (Trustee No. Two) Limited and includes any other person from time to time entitled to the Superior Landlord's Reversion.

**"Superior Landlord's Reversion"** means the Superior Landlord's interest in the reversion immediately expectant on the determination of the term of the Headlease.

**"Tenant"** means the person so named in the Parties and its successors in title as tenant under this Lease and includes the personal representatives of any such person (if an individual).

**"Tenant's Rights"** means the rights in Schedule 1, Part 1 (*Rights*).

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<sup>1</sup> BLP: To be updated before completion with any new deeds of variation

**"Term"** means the term of 99 years from and including the Term Commencement Date.

**"Term Commencement Date"** means [*insert quarter day preceding the date of the Lease*].

**"Third Party"** means any firm company or person which is not a party to this Lease.

**"Use Classes Order"** means the schedule to the Town and Country Planning (Use Classes) Order 1987 (in the form in which that Order as amended existed as at the date of this Lease).

**"Utilities Leases"** means such leases as may properly be required pursuant to the Adoption Agreements.

**"VAT"** means Value Added Tax (or any similar tax which shall replace Value Added Tax).

**"Winter Garden"** means that part of the Building the approximate position of which is shown edged blue on the Winter Garden Plans.

**"Winter Garden Plans"** means the attached plans marked "Winter Garden Plan 1 and 2".

**"Working Day"** means any day other than Public Holidays.

- 1.2 References to "consent of the Landlord" or words to similar effect mean a consent in writing on behalf of the Landlord and Superior Landlord (if applicable) and "approved" and "authorised" or words to similar effect means approved or authorised in writing by or on behalf of the Landlord and the Superior Landlord (if applicable).
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.4 Any marginal notes footnotes headings table of contents index and underlining shall not affect the construction of this Lease.
- 1.5 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party shall be deemed to be made by or with such persons jointly and severally.
- 1.6 References to "the last year of the Term" include the last year of the Term howsoever the Term shall terminate.
- 1.7 Any covenant by the Landlord and/or the Tenant not to do or omit an act or thing shall be construed as including an obligation not knowingly to permit or suffer such act or thing to be done or omitted by another person.
- 1.8 This Lease is to be construed and interpreted as incorporating any variation addition or qualification which is expressed to relate to it whether or not contained in any deed made between the Landlord and the Tenant and including but not limited to all licences granted by the Landlord to the Tenant.
- 1.9 References to the **"Property"** the **"Building"** the **"Estate Retained Property"** or the **"Estate"** or the **"Adjoining Building"** or any other land are in the absence of

any contrary indication and except in the case of Clause 3.12 (*Alienation*) to be construed (respectively) as references to the whole or to any part.

1.10 Any reference to a person includes a company corporation or other body legally capable of holding land.

1.11 Any reference to a specific statute excepting the Use Classes Order includes:

(a) any statutory extension, modification, substitution or re-enactment of such statute (whether before or after the date of this Lease); and

(b) any regulation or order made under any statute,

and any general reference to "statute" or "statutes" includes any statute or statutes enacted after the date of this Lease and any regulations or orders made under such statute or statutes.

1.12 Tenant's Rights can be and are to be exercised if appropriate with workmen equipment and materials by the Tenant and by:

(a) anyone with the Tenant's reasonable authority; and

(b) anyone else who is or becomes entitled to exercise them in common with the Landlord and/or the Superior Landlord and any person(s) authorised by them.

1.13 Landlord's Rights can be and are to be exercised if appropriate with workmen equipment and materials by the Landlord and by:

(a) anyone with the Landlord's reasonable authority;

(b) anyone else who is or becomes entitled to exercise them in common with the Landlord and any person(s) authorised by them; and

(c) the Superior Landlord.

1.14 Terms and expressions defined in the Headlease shall (unless expressly defined in this Lease) have the same meaning in this Lease.

## 2 THE LETTING TERMS

### 2.1 Demise

In consideration of the covenants on the part of the Tenant herein contained the Landlord demises with full title guarantee the Property to the Tenant for the Term the Tenant yielding and paying by way of rent yearly and proportionately for any period less than one year:

(a) the Principal Rent;

(b) the Insurance Rent payable within 10 Working Days of demand;

(c) the Building Service Charge payable at the times and in the manner specified in Schedule 3 (*Building Service Charge*);

(d) VAT on the rents reserved by and other payments under this Lease payable at the time such rents and other payments are payable subject to the provision of a valid VAT invoice addressed to the Tenant; and

(e) all interest payable by the Tenant in accordance with Clause 3.4 (*Interest*)

## 2.2 **Rights granted and reserved and subjections**

2.2.1 The rights and easements specified in Schedule 1, Part 1 (*Rights*) (which are exercisable by the Tenant in common with anyone else authorised by the Tenant or the Landlord) are included in the demise and the rights specified in Schedule 1, Part 2 (*The Exceptions and Reservations*) are reserved to the Landlord and to any persons properly authorised by the Landlord.

2.2.2 The Property is subject to and subject to Clause 7.6 (*Adjoining property*) has the benefit of the rights covenants declarations exceptions and reservations and other matters referred to in the documents set out in Schedule 2 (*Title*) to the extent that they relate to or affect the Property.

## 3 **TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows.

### 3.1 **Principal Rent**

To pay to the Landlord on the days and in the manner specified without any deduction or set off throughout the Term (and proportionately for any part of a year):

3.1.1 the Principal Rent; and

3.1.2 the Insurance Rent within 10 Working Days of demand; and

3.1.3 the Building Service Charge in accordance with Schedule 3 (*Building Service Charge*); and

3.1.4 VAT on the rents reserved by and other payments under this Lease payable at the time such rents and other payments are payable subject to the provision of a valid VAT invoice addressed to the Tenant; and

3.1.5 all interest payable by the Tenant in accordance with Clause 3.4 (*Interest*).

### 3.2 **Outgoings**

3.2.1 To pay all existing and future rates taxes assessments duties impositions and outgoing s whether of the nature of capital or revenue and even though of a wholly novel character assessed charged or imposed on or in respect of the Property (whether assessed or imposed on the Tenant or the Landlord) except any tax assessed or imposed on the Landlord in respect of:

3.2.2 the rents payable under this Lease (other than any VAT on the rents);

3.2.3 the grant of this Lease or;

3.2.4 any dealing or deemed dealing by the Landlord with the Landlord's Reversion.

3.2.5 If any such rates taxes assessments duties impositions or outgoings are assessed charged or imposed on the Property and other property the Tenant will pay a fair proportion attributable to the Property to be reasonably determined by the Landlord's Surveyor.

### 3.3 Utilities

3.3.1 Subject as specified in Schedule 3 (*Building Service Charge*) to pay for all gas electricity water telephone and other utilities used on the Property and all charges for the meters and all standing charges relating to the same.

3.3.2 To observe and perform all present and future regulations and requirements of the suppliers of utilities in relation to the consumption of utilities on the Property.

### 3.4 Interest

If the Tenant shall fail to pay any sum due to the Landlord under this Lease within 14 days after written demand the Tenant shall pay to the Landlord interest at the Prescribed Rate on any sum from the due date until payment (whether or not there is a court judgment).

### 3.5 Repair

3.5.1 At all times throughout the Term at the Tenant's expense to well and substantially repair maintain renew reinstate decorate and cleanse and generally in all respects keep the Property in good and substantial repair and condition (damage by Insured Risks excepted save to the extent that insurance monies are irrecoverable as a result of the act or default of the Tenant or any of its agents, employees, licensees or contractors).

3.5.2 Where glass in any of the external windows or doors needs to be replaced to do so with glass which is identical to that which it is replacing; or where such glass is not available to use, glass which is first approved by the Landlord, whose approval shall not be unreasonably withheld or delayed.

3.5.3 To carry out any repairs, decoration and alterations required pursuant to Clause 3.5.1 in a good and workmanlike manner with good and proper materials, in accordance with good building practice and in accordance with all Legal Obligations.

3.5.4 At all times throughout the Term at the Tenant's expense to keep in good repair and condition the Conducting Media which are within and exclusively serve the Property.

3.5.5 To keep the Property (including the Play Decks) clean, tidy and free from rubbish.

3.5.6 To clean the interior of all external windows or doors in the Property as often as reasonably necessary.

### 3.6 Repair notice

To make good any material defect in the repair maintenance or decoration of the Property for which the Tenant is liable in accordance with the Tenant's covenants and of which the Landlord has given notice in writing to the reasonable satisfaction of the Landlord within a reasonable timescale specified in such notice having regard to the nature extent and seriousness of the defect.



3.7      **External Windows**

- 3.7.1      Not to replace any broken external windows at the Property, which shall be the responsibility of the Landlord once it receives payment in accordance with Clause 3.7.3.
- 3.7.2      To notify the Landlord in writing immediately it becomes aware of a broken external window at the Property.
- 3.7.3      The Tenant shall within 15 Working Days of demand pay to the Landlord in advance the cost to be incurred by the Landlord in replacing any broken external windows at the Property.

3.8      **To comply with statutory requirements etc**

To comply with all and any Legal Obligations.

3.9      **Environmental law**

To obtain all licences and consents required under Environmental Law from any Authority insofar as such licences or consents may be necessary for the activities of the Tenant on the Property.

3.10      **To permit entry**

- 3.10.1      If the Tenant does not comply (so as to be in material breach thereof) with its obligations set out in Clause 3.5 (*Repair*) and Clause 3.6 (*Repair notice*), the Landlord shall be entitled to serve written notice on the Tenant confirming its intention to remedy such breach and such written notice shall specify a reasonable timescale (having regard to the nature extent and seriousness of the breach) within which the Tenant must comply with its obligations and on the expiry of such timescale if the Tenant has still failed to comply with its obligations then the Tenant is to permit the Landlord to enter and remain upon the Property with or without workmen, plant and materials to carry out the repairs or other works required. The proper and reasonable costs incurred by the Landlord in carrying out the repairs or other works are to be paid by the Tenant to the Landlord on written demand as a debt and not as rent.
- 3.10.2      To permit the Landlord at all reasonable times on reasonable prior notice of not less than five Working Days (save in emergency when no notice is required) to enter the Property in order to:
- (a)      ascertain whether the Tenant's covenants in this Lease have been observed and performed; or
  - (b)      inspect the state of repair and condition of the Property and carry out surveys for environmental or EPC or other purposes;

the Landlord using its reasonable endeavours to ensure that there is caused as little damage to the Property as possible and as little disturbance and inconvenience as possible and making good as soon as reasonably practicable any damage thereby caused to the Property to the reasonable satisfaction of the Tenant and provided that the Landlord shall comply with the reasonable security and/or safety and/or safeguarding requirements (including provision of criminal records board evidence) of the Tenant and any occupiers of the Property and where reasonably practicable shall carry out any such inspections, surveys and other works pursuant to this Clause 3.10.2 outside of school operating hours.

3.10.3 To permit the Landlord at all reasonable times on reasonable prior notice of not less than five Working Days (save in an emergency when no notice is required) to enter the Property in order to:

- (a) execute any works to the Building and/or any Estate Retained Property but only insofar as such works cannot reasonably be carried out without such entry;
- (b) repair maintain alter or clean the Building but only insofar as such works cannot reasonably be carried out without such entry; or
- (c) comply with its obligations or exercise its rights under this Lease,

the Landlord using its reasonable endeavours to ensure that there is caused as little damage to the Property as possible and as little disturbance and inconvenience as possible and making good as soon as reasonably practicable any damage thereby caused to the Property to the reasonable satisfaction of the Tenant and provided that the Landlord shall comply with the reasonable security and/or safety and/or safeguarding requirements (including provision of criminal records board evidence) of the Tenant and any occupiers of the Property and provided further that the Landlord shall only enter upon the Property where there is no other reasonable means of exercising the Landlord's rights under this Clause 3.10.3(c) and where reasonably practicable shall carry out any works pursuant to this Clause 3.10.3(c) outside of school operating hours.

### 3.11 Alterations

3.11.1 Except as may be necessary to comply with Clause 3.5.1, Clause 3.6 (*Repair notice*) or Clause 3.8 (*To comply with statutory requirements etc*) (in which case no consent is required save as expressly provided in such Clauses) not to make any alterations or additions to the Property which:

- (a) affect the structure of the Property (including without limitation the ceilings and floor structure and the principal or load bearing walls, floors, beams and columns); or
- (b) divide the Property or merge the Property with any adjoining premises; or
- (c) affect the external appearance and/or the external elevations of the Property provided that this shall not prevent the Tenant from installing any freestanding play equipment in the Playground or on the Play Decks from time to time without consent.

3.11.2 Not to make any alteration or addition to any of the systems for the supply of heating, air-conditioning (if any), lighting, electric power or water installed within or upon the Property to the extent that such alteration or addition would affect other parts of the Building.

3.11.3 Not to make any alterations to the Property that would in the reasonable opinion of the Landlord have the effect of damaging the fire integrity or the acoustic integrity between the Property and any adjoining property (or part thereof).

3.11.4 Not to make any alterations to nor build on the Playground, the Play Decks or the Playground Structures provided that this shall not prevent the Tenant from installing any freestanding play equipment in the Playground or on the Play Decks from time to time without consent.

- 3.11.5 Subject to Clause 3.11.1, Clause 3.11.2, Clause 3.11.3 and Clause 3.11.4 not to make any other alterations or additions to the Property or any Conducting Media without the Landlord's written consent (such consent not to be unreasonably withheld or delayed) provided that on giving the Landlord reasonable prior written notice the alteration of internal demountable partitioning or the replacement of services exclusively serving the Property is authorised without such consent.
- 3.11.6 The Tenant covenants to substantially fit out the Property within 18 months of the date of this Lease in a good and workmanlike manner in accordance with all statutory requirements.
- 3.12 **Alienation**
- 3.12.1 Not to assign, charge or underlet the whole or any part of the Property save as permitted by Clause 3.12.2, Clause 3.12.3 and Clause 3.12.4.
- 3.12.2 The Tenant shall be permitted to assign the Property as a whole to:
- (a) a successor of the Tenant's statutory functions (including parties contracted to provide property services that enable such statutory functions to be carried out within the Property) without the consent of the Landlord; or
  - (b) another provider that delivers primary school specialist and nursery education free of charge to the public subject to obtaining the previous written consent of the Landlord such consent not to be unreasonably withheld or delayed,
- provided that:
- (c) the Landlord shall be entitled to withhold consent where in the reasonable opinion of the Landlord the Assignee's covenant strength (when aggregated (if applicable) with the covenant strength of any proposed guarantor of the Assignee (excluding a guarantor giving an authorised guarantee under section 16 of the 1995 Act) as at the Calculation Date is not sufficient to enable it to comply with the obligations and liabilities of the Tenant under this Lease;
  - (d) any proposed guarantor (excluding a guarantor giving an authorised guarantee under section 16 of the 1995 Act) of the Assignee shall enter into a separate deed of guarantee with the Landlord the operative provisions of which shall be on terms acceptable to the Landlord (acting reasonably).
- 3.12.3 Prior to any assignment to procure that any assignee shall enter into a deed containing a direct covenant with the Landlord to pay the rents reserved by this Lease and to observe and perform the covenants and conditions contained in this Lease (such deed to be in a form reasonably acceptable to the Landlord).
- 3.12.4 The Tenant shall be permitted to underlet the whole or any part of the Property to:
- (a) a successor of the Tenant's statutory functions (including parties contracted to provide property services that enable such statutory functions to be carried out within the Property) without the consent of the Landlord;

(b) another provider that delivers primary school specialist and nursery education free of charge to the public subject to obtaining the previous written consent of the Landlord such consent not to be unreasonably withheld or delayed; or

(c) to a Permitted Underlessee without the consent of the Landlord.

3.13 **Registration and information**

To give written notice to the Landlord's solicitors within 28 days after any assignment underletting mortgage or charge of this Lease and to produce to them a certified copy of the deed or document giving effect to any of those matters and to pay their proper charges for the registration of such notice not exceeding £50 plus VAT.

3.14 **Nuisance**

Not to do anything upon the Property which is or may become a legal or actionable nuisance or which causes or may cause damage to the Landlord or to the owner tenant or occupier of the Building or any Estate Retained Property and/or any adjoining or neighbouring premises or which shall or may involve the use of any process which gives off any injurious or dangerous noise gas odour smoke fumes dust or grit.

3.15 **Costs**

To pay the Landlord and keep the Landlord fully and effectually indemnified against all proper and reasonable costs charges and expenses (including legal costs and disbursements and charges payable to an architect or a surveyor or other agent which may reasonably be incurred by the Landlord in any action taken by the Landlord) incurred in relation to a breach of any of the Tenant's obligations under this Lease and/or in relation to any application to the Landlord for consent or approval pursuant to this Lease (whether that application is granted, refused, offered subject to any qualification or withdrawn altogether but not where consent is unlawfully withheld) and in respect of costs reasonably and properly incurred by the Landlord in providing any information requested by the Tenant or otherwise assisting the Tenant so that the Tenant may prepare an EPC to the extent only that the EPC relates only to the Property such costs to be payable on demand where the Tenant is in breach of any of the Tenant's obligations under this Lease or otherwise within 30 days of demand.

3.16 **Yield up**

At the end of the Term to yield up the Property together with all the alterations additions and improvements made to the Property during the Term in such repair and condition as is required by the Tenant's covenants in this Lease (subject to normal wear and tear) free from any right of occupation of a third party.

3.17 **Use**

3.17.1 Not at any time to use the Property or allow or permit it to be used other than for the Permitted Use or such other use which has been approved by the Landlord (such approval not be unreasonably withheld or delayed).

3.17.2 Not during the first ten years of the Term to use the Property other than for the provision of free education services in accordance with the Permitted Use save for those parts of the Property used as a nursery.

- 3.17.3 Not to use the Property for any illegal or immoral purpose or any use of a lewd obscene or pornographic nature.
- 3.17.4 To use reasonable endeavours not to do any act or deed or thing in or about or in connection with the Property which may cause the Asset Rating or BREEAM rating or EPC or any other environmental or asset rating from time to time of the Property and/or the Building to be reduced.
- 3.17.5 To comply or to procure compliance with the Building Regulations and the Estate Regulations and any other reasonable regulations notified to the Tenant by the Landlord from time to time in relation to the use of the Property, the Building or the Estate.
- 3.17.6 Not to overload the floors ceilings or structure of the Property or any plant machinery or electrical installation serving the Property or the structure of the Building or any plant machinery or electrical installation serving the Building.
- 3.17.7 Not to display any notice, signage, placard, poster, signboard, name plate, flag mechanical neon or electric sign or advertisements of any description within the Property visible from the outside of the Property provided that:
- (a) the Landlord will (acting reasonably) consider a proposal from the Tenant in respect of a specific notice or signage; and
  - (b) the Tenant is permitted to display artwork created by children in the usual course of school activities so long as it is displayed facing outwards.
- 3.17.8 Not to play music within the Property at a level so as to create a nuisance to other occupiers of the Building.
- 3.17.9 Not to hang any items on or off any Play Decks provided that the Landlord will (acting reasonably) consider a proposal from the Tenant in respect of a specific item.
- 3.17.10 Not to hang in the external windows of the Property any curtains or blinds other than curtains or blinds whose external facing is principally white or cream.
- 3.17.11 Not to use the Playground or the Play Decks other than for uses ancillary to the Permitted Use which shall include using appropriate school playground furniture and/or equipment.
- 3.17.12 To provide refuse bins within the Property and to ensure that no refuse is visible from the exterior of the Property.
- 3.17.13 To keep any refuse disposal area in a clean and tidy condition and to ensure the refuse disposal area does not cause any nuisance to other occupiers of the Building.
- 3.17.14 To operate a regular refuse storage and collection service for all refuse generated at the Property.
- 3.17.15 To only use any notice board permitted pursuant to paragraph 7 of Schedule 1 for the display of information relating to the school.

3.18      **Encroachments**

To give notice to the Landlord of any Third Party making or acquiring or attempting to make or acquire any encroachment or easement against the Property and/or the Building of which the Tenant becomes aware and at the request of the Landlord and at the joint cost of the Landlord and the Tenant to take such steps as the Landlord may reasonably require to prevent any such encroachment or easement being acquired.

3.19      **Insurance**

3.19.1    Not to:

- (a)    store or bring into the Property articles of a specially combustible inflammable or dangerous nature;
- (b)    render the Landlord's insurance void or voidable; and
- (c)    do anything to increase the rate of premium on the policies referred to in Clause 3.19.1(b).

3.19.2    To (in so far as such are previously notified in writing to the Tenant):

- (a)    comply with all requirements of the insurers and fire authorities relating to the Property;
- (b)    observe and perform the conditions of the Landlord's insurance policy in so far as such conditions relate to the Property; and
- (c)    pay to the Landlord on demand any increased premiums or any insurance monies irrecoverable by the Landlord as a result of any breach by the Tenant of this Clause 3.19 (*Insurance*).

3.19.3    If the insurance of the Landlord is vitiated by the Tenant, to pay to the Landlord on demand a sum equal to the amount of the insurance monies which has in consequence become irrecoverable.

3.19.4    Not to insure the Property for any of the Insured Risks in such a manner as would permit the insurer of the Landlord to average the proceeds of insurance or cancel insurance cover.

3.19.5    To notify the Landlord immediately after becoming aware of the occurrence of damage to the Property by any of the Insured Risks.

3.19.6    If the Building is damaged by Insured Risks, to pay to the Landlord within 10 Working Days of demand a fair and reasonable proportion of the amount of any uninsured excess to which the insurance cover of the Landlord is subject.

3.19.7    The obligations of the Tenant to repair, and to yield up in repair, the Property, in accordance with this Lease are to remain operative to the extent that the insurance of the Landlord in respect of Insured Risks is vitiated by the Tenant.

3.20      **Conducting Media**

Not to pass into the Conducting Media in or serving the Building oil grease poisonous corrosive noxious or deleterious effluent or other substances which may cause an obstruction in pollute or injure them.

3.21 **Indemnity**

To indemnify the Landlord in respect of all proper actions proceedings costs claims and demands which are made by any tenant or occupier of the Building and/or Estate adjoining owner or any other person whatsoever or any Authority which may be suffered or incurred by the Landlord by reason of or incidental to any injury damage or accident to any person or property or any interference with or disturbance to the access of light or air or other easements or rights enjoyed by owners or occupiers of adjoining property arising from the use or occupation of the Property or any breach of covenant by the Tenant hereunder.

3.22 **VAT**

3.22.1 All consideration in respect of the supply of goods or services by the Landlord to the Tenant under this Lease is exclusive of any VAT which may be chargeable on it from the date upon which a supply is treated as having been made for the purposes of the Value Added Tax Act 1994 ("**VATA**") and the Tenant will pay in addition to (and at the same time as) the rents or other sums payable under this Lease any VAT which may from time to time be applicable to them subject to the provision of a valid VAT invoice properly addressed to the Tenant.

3.22.2 Where this Lease requires the Tenant to pay repay reimburse or provide any amount or other consideration in respect of a supply made to the Landlord of goods or services liable to VAT then the Tenant will (subject to the provision of a valid VAT invoice properly addressed to the Tenant) pay to the Landlord a sum equal to any VAT charged to the Landlord on that supply less any part of that VAT for which the Landlord is entitled to credit under sections 24 to 26 VATA or which the Landlord is otherwise able to recover except that where the VAT supply relates partly to the Property and partly to other property then the Tenant's covenant is a covenant to pay to the Landlord a fair proportion (to be determined by the Landlord acting reasonably) of that sum.

3.23 **As to observing covenants**

To observe and perform the obligations agreements conditions and stipulations referred to in Schedule 2 (*Title*) (if any) so far as the same affect or relate to the Property or any part thereof and to indemnify the Landlord in respect of all actions, proceedings, costs, claims and demands resulting from the breach of this Clause 3.23 (*As to observing covenants*).

3.24 **Waste**

Not to commit any waste whether permissive, voluntary or ameliorating in or upon the Property.

3.25 **Floor loading**

Not to endanger any floor of the Building or any of the gas, electricity, water and other services at any time provided for use in the Building by overloading them and not to use any part of the Property or the Conducting Media in such a manner as to exceed the capacity of them or subject them to any strain beyond that which they are designed to bear or so as to cause noise or vibration in or to any adjoining or neighbouring premise or land.

3.26      **Hazardous goods**

3.26.1      Not to keep or deposit for sale or otherwise in or on the Property any goods of a dangerous, hazardous or especially combustible nature.

3.26.2      Not to install or permit to be installed any device at the Property for the consumption of gas other than with the consent of the Landlord (not to be unreasonably withheld or delayed).

3.27      **Contamination**

3.27.1      Not to cause any contamination or pollution on, in or under the Property.

3.27.2      Not to discharge any contaminative or hazardous substance from the Property.

3.28      **Notices**

To send to the Landlord as soon as possible any notice request demand or other instrument received at the Property relating to the Building.

3.29      **ESCO Provisions**

To use reasonable endeavours in good faith to negotiate and enter into an agreement with ESCO in relation to the supply of heat to the Property on terms which are commercially acceptable to the Tenant.

3.30      **Charitable Purpose**

The Tenant covenants:

3.30.1      not to issue a certificate stating that the use of the Property (or any part of the Property) is intended solely for a Relevant Charitable Purpose (as defined in Note 6 to Group 5 of Schedule 8, Value Added Tax Act 1994); and

3.30.2      not to occupy the Property otherwise than wholly, or substantially wholly, for eligible purposes as defined in Notice 742A for the purposes of paragraph 15(5) of Schedule 10 to the Value Added Tax Act 1994.

4          **LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant as follows:

4.1      **Quiet Enjoyment**

That the Tenant may enjoy the Property peaceably during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

4.2      **Provision of Building Services**

4.2.1      That it will (subject as mentioned below) use all reasonable endeavours to perform the obligations in Schedule 3 (*Building Service Charge*) and provide the Building Services provided that the Landlord may at its reasonable discretion (acting in the interests of the proper management of the Building) extend, diminish, alter, replace, remove or otherwise vary the Building Services but not so as to materially and adversely affect the amenities and services enjoyed by the Property.



4.2.2 The Landlord is not to be liable to the Tenant for any breach of its obligations under Clause 4.2.1 where the breach is caused by something beyond its control (including without limitation any failure or interruption in any of the Building Services caused by necessary inspection, repair, replacement or maintenance of any plant, installations or apparatus or damage to them or destruction of them, mechanical or other defects or breakdowns, frost or other inclement conditions, shortage of fuel, materials, water or labour) provided that it complies with the provisions of Schedule 1, Part 2 (*The Exceptions and Reservations*), paragraph 1(a) to paragraph 1(e) and it uses all reasonable endeavours to remedy the breach and restore the relevant Building Services as soon as reasonably practicable and to provide temporary emergency services during any period of failure and/or interruption except to the extent that the Landlord or those undertaking the obligations on its behalf have been negligent or that the breach:

- (a) could have been prevented; or
- (b) its consequences could have been lessened; or
- (c) the time during which its consequences were experienced could have been shortened;

by the exercise of reasonable skill or foresight by the Landlord or those undertaking the obligations on its behalf.

4.2.3 Without prejudice to the generality of Clause 4.2 (*Provision of Building Services*), the Landlord shall use reasonable endeavours to carry out as soon as reasonably possible any emergency works where the health and safety of users of the Property is at immediate risk and where the relevant matter falls within the Landlord's obligations pursuant to Clause 4.2 (*Provision of Building Services*). If the Landlord does not comply with this obligation, the Tenant shall be entitled to serve written notice on the Landlord confirming its intention to carry out such emergency works itself and such written notice shall specify a reasonable timescale (having regard to the nature extent and seriousness of the emergency works required) within which the Landlord must comply with its obligation and on the expiry of such timescale if the Landlord has still failed to comply with its obligations then the Tenant shall be permitted to carry out such emergency works to the Property (but not to remainder of the Building) and the proper and reasonable costs incurred by the Tenant in carrying out such emergency works to be paid by the Landlord to the Tenant within ten Working Days of written demand.

#### 4.3 **Headlease**

To comply with the tenant's obligations in the Headlease to the extent that the Tenant is not liable to do so pursuant to Clause 3.23 (*As to observing covenants*) and to the extent that they relate to the Property.

#### 4.4 **Music**

The Landlord covenants to use reasonable endeavours to try and put in other leases of the Building a similar clause to Clause 3.17.8.

### 5 **LANDLORD'S INSURANCE COVENANTS**

5.1 The Landlord covenants with the Tenant:

5.1.1 to keep the Building (other than the Tenant's and trade fixtures and fittings) insured with reputable insurers at all times throughout the Term against the

Insured Risks in its full reinstatement cost and to use reasonable endeavours to have the Tenant named as a co-insured party on such insurance policy provided that such co-insurance is available in the London Insurance Market and in the Landlord's reasonable opinion at reasonable commercial rates; and

- 5.1.2 to promptly pay all premiums and do other things necessary to keep such insurance in force and to provide the Tenant upon reasonable written request with evidence that all premiums have been paid together with a copy of the current insurance policy provided that the Landlord shall not be obliged to provide such information more than once in any one calendar year.
- 5.2 Following damage to or destruction of the Property or the Building by an Insured Risk which renders the Property unfit for occupation or use or inaccessible, the Landlord is to apply, or procure the application of, the proceeds of the insurance covering reinstatement and rebuilding costs for those purposes, and to the extent that such monies are insufficient owing to the Landlord's neglect or default the Landlord will make good any deficiency in the proceeds of the insurance out of its own resources.
- 5.3 The obligations of the Landlord in Clause 5.2 do not apply:
  - 5.3.1 if the Landlord is unable, after using its reasonable endeavours to do so, to obtain any requisite planning permission or other consents for the reinstatement or rebuilding of the Building or of a building of similar size, character and amenity; or
  - 5.3.2 if the Landlord's insurance is vitiated by the Tenant unless and until the Tenant has paid all sums due from it under Clause 3.19.3.

- 5.4 Where the Property is substantially damaged or destroyed, the Tenant may not object to the reinstatement or rebuilding of the Property in a form which is not identical to the Property immediately before the damage or destruction occurred, if the property as reinstated or rebuilt is of at least an equivalent or similar standard, and affords amenities which are not inferior to or deficient from those enjoyed by the Tenant before the damage or destruction.
- 5.5 Where the Landlord is unable to reinstate the Property in accordance with this Lease the Landlord shall hold all proceeds of the insurance policy of the Building on trust for the Landlord, the Tenant and the other tenants of the Building with a long lease at a premium ("**Other Tenants**"), in proportion to the build cost of reinstating their respective interests in the Building at the time of the damage or destruction, as agreed in writing between the Landlord, the Tenant and the Other Tenants or failing agreement as determined pursuant to Clause 8 (**Disputes**) and the Landlord shall pay such sums due to the Tenant and the Other Tenants within three months of agreement or determination pursuant to Clause 8 (**Disputes**).
- 5.6 The Landlord shall have a period of 12 months from the occurrence of damage to the Property by an Insured Risk in which to elect to rebuild or reinstate the Property by giving written notice to the Tenant to that effect. If the Landlord decides not to elect to rebuild or reinstate the Property either party may terminate this Lease by giving notice to the other to that effect to expire immediately.
- 5.7 If the rebuilding or reinstatement of the Property has not been completed within five years after the Landlord's election pursuant to Clause 5.6 either party may terminate this Lease within the period of three months from the expiry of the fifth year by giving notice to the other to that effect to expire immediately.
- 5.8 The Landlord shall as soon as reasonably practicable after the date of this Lease provide to the Tenant an estimate of the first Insurance Rent payment but such estimate shall not be binding on the Landlord.

## 6 **LANDLORD'S RIGHT TO FORFEIT LEASE**

- 6.1 The Landlord may enter onto the whole or any part of the Property and by so doing end this Lease if an Event of Default occurs which is not remedied in accordance with the provisions outlined below or the Tenant fails to keep open the Property for the Permitted Use for a period of 24 months or more.
- 6.2 Before exercising the right of entry contained in Clause 6.1 the Landlord shall first give notice in writing (the "**Breach Notice**") of its intention to exercise such power:
- (a) to the Tenant; and
  - (b) to any mortgagee or chargee of the Tenant's interest in the Property (who have previously given and not withdrawn written notification to the Landlord of a subsisting mortgage or charge over the Property in their favour);

specifying the Event of Default that has arisen stating a reasonable time within which the Event of Default must commence to be remedied and such reasonable further time within which the Event of Default must be remedied in both cases having regard to the nature and seriousness of the breach (such Breach Notice to be sent to any such mortgagee or chargee at the address as stated in the notification to the Landlord or such other address as shall from time to time be specified by prior notice in writing to the Landlord).

6.3 In respect of the Event of Default specified in any Breach Notice the Landlord will not exercise the right of re-entry contained in Clause 6.1 if the Tenant (or any mortgagee or chargee specified in Clause 6.2) commences (or procures to be commenced) the remedying of the Event of Default in question within the reasonable time specified in the Breach Notice and having commenced the remedying of the Event of Default in question (or having procured the commencement thereof) does remedy the Event of Default within such further reasonable period specified in the Breach Notice.

6.4 If there is any breach or any non-compliance with the terms of Clause 6.3 then the Landlord may at any time thereafter serve a final notice in writing (the "**Final Breach Notice**") on the Tenant and on any mortgagee or chargee specified in Clause 6.2 stating a reasonable time within which the Event of Default specified in the original Breach Notice must commence to be remedied.

6.5 If on the expiry of such reasonable period as specified in the Final Breach Notice neither the Tenant (or any mortgagee or chargee specified in Clause 6.2) has:

- (a) commenced (or has procured the commencement of) the remedying of the Event of Default; or
- (b) commenced but not proceeded to remedy the Event of Default expeditiously

then the Landlord may at any time thereafter and without further notice to the Tenant (or any mortgagee or chargee specified in Clause 6.2) exercise its rights to enter onto the whole or any part of the Property and determine this Lease.

6.6 When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant or any guarantor of the Tenant.

## 7 **DECLARATIONS**

### 7.1 **Lease to continue**

This Lease shall not be terminated by reason of any damage to or destruction of the Property or the Building or the Estate or any part thereof but shall nevertheless remain in full force and effect.

### 7.2 **Exclusion of Planning Warranty**

Nothing in this Lease shall imply or constitute a warranty by the Landlord that the Property may be used for any specific purpose under the Planning Acts or under any bye-laws or regulations now or from time to time in force.

### 7.3 **Severance**

If at any time any of the provisions of this Lease is or becomes illegal invalid or unenforceable in any respect under any law or regulation or any jurisdiction neither the legality validity or enforceability of the remaining provisions of this Agreement nor the legality validity or enforceability of any such provision under the law or any other jurisdiction shall be in any way affected or impaired as a result.

7.4 **Proper law**

This Lease shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the exclusive jurisdiction of the English Courts.

7.5 **Licences to be obtained**

7.5.1 Any licence consent or approval required under this Lease is to be obtained before the act or event to which it applies is carried out or done and is effective only when given in writing.

7.5.2 Whether or not it says so expressly any such licence consent or approval is conditional on the party requiring the same obtaining all requisite licences consents permissions or approvals from each relevant Authority.

7.6 **Adjoining property**

7.6.1 Nothing contained or implied in this Lease imposes or is to be deemed to impose any restriction on the use of or development of the Building (excluding the Property) or any adjoining or neighbouring property or give the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into in respect of such property or to prevent or restrict its development.

7.6.2 The Landlord and/or the Superior Landlord shall be entitled to use the Estate or any building thereon for any purpose notwithstanding that the access of light and air to the Property may be thereby obstructed or interfered with or that the Tenant might but for this covenant be entitled on any ground to object to such erection rebuilding alteration or user.

7.6.3 Any light or air at any time enjoyed in respect of the Property (or any part thereof) which might otherwise interfere with the rights of the Landlord and/or the Superior Landlord or of any neighbouring owner or occupier under this Clause 7.6 (*Adjoining property*) or any other provision of this Lease shall be deemed to have been and to be enjoyed by consent.

7.7 **Rights**

This Lease does not confer upon the Tenant any rights or privileges over any other property except as expressly set out in this Lease and any rights implied by section 62 Law of Property Act 1925 or the rule in *Wheeldon v Burrows* are expressly excluded.

7.8 **Waiver**

7.8.1 No delay or omission on the part of the Landlord in exercising any right power privilege or remedy conferred by this Lease shall impair such right power privilege or remedy or be construed as a waiver of it nor shall any single or partial exercise of any such right power privilege or remedy preclude any further exercise of it or the exercise of any other right power privilege or remedy.

7.8.2 The rights powers privileges and remedies conferred by this Lease are cumulative and are not exclusive of any rights powers privileges or remedies provided by law

7.9 **Variation of Estate Retained Property**

The Landlord or the Superior Landlord may add to extend reduce vary or stop up any part of the Building (excluding the Property) or the Estate Retained Property from time to time provided that none of the following are materially and/or adversely affected (other than on a temporary basis while works are being carried out):

- (a) the rights granted in Schedule 1; and
- (b) the Tenant's use and enjoyment of the Property.

7.10 **Notices**

Any notice request demand or other instrument under this Lease shall be in writing and may be served either in accordance with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) or in the case of service on a company which is for the time being the Tenant by sending it by first class letter post addressed to the company at its registered office.

7.11 **New tenancy**

The parties certify that this Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

7.12 **Third Party Contracts Act**

7.12.1 This Lease is enforceable by the original parties to it and the original tenant under the Headlease together with (in both cases) their successors in title and permitted assignees.

7.12.2 Any rights of any person to enforce the terms of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

7.13 **Non Merger**

The provisions of this Lease shall not merge on any acquisition of the reversion by the Tenant so far as they remain to be performed.

7.14 **Release of Landlord's Covenants**

7.14.1 In this Clause 7.14 (*Release of Landlord's Covenants*) 'assignment' means completion of:

- (a) any transfer or assignment by deed; or
- (b) any transfer by operation of law

which transfers or assigns the Landlord's Reversion whether or not that transfer or assignment operates only in equity and whether or not it is registered at the Land Registry.

7.14.2 Following each assignment, the person who was the landlord prior to the assignment shall not be liable for a breach of any of the landlord covenants of this Lease occurring after the assignment Provided it has procured that any assignee of the Landlord's Reversion has entered into a deed containing a direct covenant with the Tenant to observe and perform the covenants and conditions on the part of the

landlord contained in this Lease (such deed to be in a form reasonably acceptable to the Tenant). This shall not affect any right or remedy of the Tenant in respect of any breach of the landlord covenants of this Lease occurring before the assignment.

7.15 **Exclusion of sections 24-28 of the Landlord and Tenant Act 1954**

7.16 **Agreement to exclude security of tenure**

The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.

7.17 **Compliance with statutory requirements**

It is confirmed that before the Tenant became contractually bound to enter into the agreement for lease pursuant to which this Lease has been granted:

- (a) the Landlord served notice on the Tenant on *[insert date]* in relation to the tenancy created by this Lease in a form complying with the requirements in schedules 1 and 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the "**Order**"), as the Tenant acknowledges; and
- (b) on *[insert date]* the Tenant (or a person authorised by it) made a statutory declaration in a form complying with the requirements of schedule 2 of the Order,

and that the parties have duly carried out the requirements of schedule 2 of the Order to render valid the agreement in Clause 7.16 (*Agreement to exclude security of tenure*).

7.18 **Exclusion of statutory compensation**

Subject to the provisions of section 38(2) of the Landlord and Tenant Act 1954 neither the Tenant nor any person deriving title under the Tenant shall be entitled to any compensation under section 37 of that Act (or any corresponding provision in any Act amending or replacing it) upon quitting the Property or any part of them.

7.19 **Exclusion of liability**

7.19.1 Subject to Clause 7.19.2 nothing contained in this Lease shall render the Landlord or the Tenant liable in respect of any of the covenants, conditions and provisions of this Lease if and so far only as the performance or observance of any such covenants, conditions and provisions shall become a contravention of or otherwise impossible or illegal under or by virtue of the Planning Acts or any other Act.

7.19.2 The Term and the Principal Rent and other rents payable to the Landlord shall not be determined or suspended by reason only of any changes, modifications or restrictions of user of the Property or obligations provisions or requirements made or imposed at any time under or by virtue of the Planning Acts or any other Act.

7.20 **Co-operation**

The Landlord and the Tenant shall co-operate with each other:

7.20.1 by the Tenant providing whatever information the Landlord reasonably requires relating to the energy and water consumption and waste management statistics for the Property; and

7.20.2 in a reasonable manner in respect of any energy saving or carbon reduction initiative that the Landlord may choose to implement in relation to the Estate or that the Tenant may choose to implement (but not so as to breach any of the Tenant's Covenants) in relation to its use of the Property.

**7.21 Appointment of a Manager**

7.21.1 Provided that the conditions set out in Clause 7.21.2 are satisfied where the Tenant is in breach of its covenants or obligations under this Lease the Landlord shall be entitled to appoint a manager who shall be properly qualified in accordance with any regulatory standards to undertake the relevant activity that has led to the breach on behalf of and at the expense of the Tenant.

7.21.2 The conditions referred to in Clause 7.21.1 are that:

- (a) the breach has had or can be reasonably anticipated to have a material adverse effect on the Landlord or the Superior Landlord or any of the tenants or occupiers of the Estate or on the community or on the Estate; and
- (b) the Landlord has given written notice to the Tenant of the breach and the action needed to remedy the breach together with the time within which such action shall be taken; and
- (c) the Landlord has given a reasonable period of time for action to be taken to remedy the breach which in the absence of any immediate danger or damage shall be not less than six months; and
- (d) the breach has not been remedied within such period.

7.21.3 The expenses payable by the Tenant under Clause 7.21.1 shall not be more than the amount permitted to be charged by any manager appointed under any regulatory provisions from time to time.

7.21.4 For the avoidance of doubt the expenses payable by the Tenant under Clause 7.21.1 are to be borne by the Tenant and must not be passed onto the Tenant's subtenants through any service charges payable by such subtenants.

**7.22 Tenant's right to terminate this Lease**

**7.23 Terms of termination**

The Tenant may terminate this Lease at the expiry of the twentieth year of the Term and every fifth anniversary of such date thereafter by giving to the Landlord not less than six months' notice to that effect but only if:

- (a) the Tenant has paid the rents reserved by this Lease;
- (b) on the expiration of the notice, the Tenant has given up occupation of the Property free from any right of occupation of a third party; and
- (c) the Tenant can demonstrate (acting reasonably) that there is no longer a planning or educational requirement for a school on the Property.



7.24 **Effect of termination**

On the expiry of the notice and subject to the requirements of Clause 7.23 (*Terms of termination*):

- (a) this Lease will terminate, but without affecting any liability of the Landlord or the Tenant arising from a breach of covenant or condition which has occurred before then; and
- (b) the Landlord shall reimburse to the Tenant any proportion of the rent paid by the Tenant which relates to the period after termination.

7.25 **Mutual Co-operation**

The Tenant covenants not to unreasonably oppose, hinder, delay or make any objection to the Landlord's development of the Estate or the development works authorised and/or anticipated by the Planning Permission (provided that this covenant shall not fetter the Tenant's statutory rights, powers or duties in its role as a planning authority).

7.26 **Compliance with Tenant's Covenants**

Until practical completion of the works to the Property being carried out by the Landlord pursuant to the Deed of Variation the Tenant shall not be required to comply with its covenants in this Lease to the extent such compliance is impracticable because the Landlord is carrying out its development obligations pursuant to the Deed of Variation.

8 **DISPUTES**

- 8.1 Any dispute or difference arising between the parties hereto as to their respective rights, duties and obligations hereunder or as to any matter arising out of or in connection with the subject matter of this Lease (other than a dispute or difference with regard to the meaning or construction of this Lease or relating to the forfeiture or termination of this Lease) shall be referred to and determined by an independent person who has been professionally qualified for not less than ten years and who is also a specialist in relation to such subject matter such independent person to be agreed between the Landlord and the Tenant hereto or failing such agreement to be nominated by the president or vice president or other duly authorised officer of the Royal Institution of Chartered Surveyors on the application of either the Tenant or the Landlord.
- 8.2 Any dispute or difference arising between the parties hereto as to the meaning or construction of this Lease shall be referred to an independent solicitor or barrister of at least ten years standing who is experienced in advising on and dealing with leases similar to this Lease such independent person to be agreed between the Landlord and the Tenant or failing agreement to be nominated by the president or vice-president or other duly authorised officer of the Law Society on the application of either the Tenant or the Landlord.
- 8.3 Any person appointed under this Clause shall be requested by the parties to act as an expert and not as an arbitrator and once the appointment has been made the following provisions shall apply:
  - (a) such person shall fully consider all written representations made by or on behalf of the Tenant and the Landlord which shall be delivered to him within ten Working Days of the appointment;

- (b) such person shall allow the Landlord and the Tenant a period of seven Working Days to make counter-representations (which he shall also fully consider) to the representations made by the other party;
- (c) such person shall use reasonable endeavours to give his decision as speedily as possible and wherever practicable within 20 Working Days of the appointment;
- (d) the decision of such person shall be final and binding upon the parties hereto in respect of all matters referred to him;
- (e) the fees of such person shall be payable by the parties hereto in such proportions as he shall determine or in default of such determination equally between them; and
- (f) if such person shall die or refuse or be unwilling to act the procedure for appointment of another Expert shall be repeated as often as may be necessary.

## 9 **REGISTRATION OF THIS LEASE**

If this Lease should be registered at Land Registry the Tenant is to:

- (a) take all steps necessary to procure that the Tenant is registered at Land Registry as proprietor of this Lease as soon as reasonably possible; and
- (b) subject to the Landlord on completion providing:
  - (i) completed Forms EX1 and EX1A;
  - (ii) a copy of this Lease from which prejudicial information has been excluded by the Landlord in the form intended to be the edited information document to be lodged under rule 136 of the Land Registration Rules 2003 and which has been certified as a true copy of the Lease from which information has been excluded; and
  - (iii) such other documents (if any) as are required to accompany an application in accordance with rule 136 of the Land Registration Rules 2003;

submit simultaneously with any application for first registration of this Lease any application of the Landlord to designate this Lease as an exempt information document under rule 136 Land Registration Rules 2003;
- (c) ensure that in submitting or allowing the submission of any other form, application, correspondence or other document to Land Registry at any time, the Landlord's application to designate this Lease as an exempt information document under rule 136 Land Registration Rules and the full copy form of this Lease as so designated by the Landlord is not rendered liable to publication in whole or in part at or by Land Registry;
- (d) deliver to the Landlord within ten days of registration, official copy entries of the registered title evidencing that the Tenant is the registered proprietor of this Lease.

**This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.**

## Schedule 1

### Part 1 Rights

- 1 The right on not less than 20 Working Days written notice (except in case of emergency where no notice will be required) but only insofar as such works cannot reasonably be carried out without such entry to enter the remainder of the Building with workmen and equipment in order to carry out works of inspection, repair renewal redevelopment decoration and maintenance to the Property and to maintain repair replace or renew any Conducting Media servicing the Property provided that:
  - (a) the person or persons so entering shall cause as little damage as is reasonably practicable and shall make good any physical damage so caused to the reasonable satisfaction of the Landlord;
  - (b) the Landlord is to be consulted as to the method programme timetable and timing of the proposed works and any reasonable request of the Landlord (made in writing by a duly authorised officer) is to be complied with;
  - (c) the Tenant is to use only access points reasonably approved by the Landlord and must comply with all statutory and byelaw requirements;
  - (d) all works are to be carried out diligently in a good and workmanlike manner and in accordance with all Legal Obligations and Necessary Consents during normal daytime working hours with the minimum of disturbance to the Landlord and the occupiers of the Building; and
  - (e) all such works to be carried out as soon as reasonably practicable.
- 2 The right to connect to and use the Conducting Media in the Building which now exist or shall come into existence at any time hereafter and the free and uninterrupted passage and running of water, soil, gas, electricity, telecommunications, heating and cooling and other services to and from the Property through and along such Conducting Media provided that the Landlord shall be entitled as its own expense to:
  - (a) relocate, alter or vary such Conducting Media provided that alternative Conducting Media of equivalent quality and capacity is available at all times; and
  - (b) render unusable or remove the original Conducting Media making good damage caused forthwith.
- 3 The right of support and shelter from the Building for the benefit of the Property.
- 4 The right at all times and for all proper purposes (subject to compliance with any regulations notified to the Tenant by the Landlord from time to time) to use the Estate Common Parts provided by the Landlord and/or the Superior Landlord from time to time.
- 5 The right to decorate the Playground Structures with the Landlord's written consent (such consent not to be unreasonably withheld or delayed).
- 6 The right to use the Playground Structures for the purposes of permitting children to play thereon to the extent that the Playground Structures are designed for such purpose.

- 7 The right to erect a sign displaying the names of the schools and a notice board for displaying other information relating to the school on the exterior of the Property subject to obtaining the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to the size, design and location of such sign provided that the Tenant shall comply with paragraphs 1(a), 1(b), 1(c), 1(d) and 1(e) of Part 1 (*Rights*) of Schedule 1 in carrying out such works.
- 8 The right, in emergency only, of access over the basement, ground and first floors of the Building over such routes as shown coloured light pink on Property Floor Plan 2 and Property Floor Plan 3 and edged blue on Property Floor Plan 1 or such other route as agreed between the parties (acting reasonably).
- 9 The right to install CCTV cameras, security and other lighting on the exterior of the Building or any boundary structures subject to obtaining the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to the number of cameras, size, design and location of such cameras provided that the Tenant shall comply with paragraphs 1(a), 1(b), 1(c), 1(d) and 1(e) of Part 1 (*Rights*) of Schedule 1 in carrying out such works.
- 10 In exercising the rights in Schedule 1 the Tenant must not cause any damage to the Building or the Estate or any interference with the rights of other tenants, undertenants or occupiers of the Building or the Estate and must make good any damage caused as soon as possible to the reasonable satisfaction of the Landlord.
- 11 The right to install access control systems on any external gates and rights to run the services that are required in connection with such access control systems to them provided that the Tenant shall comply with paragraphs 1(a), 1(b), 1(c), 1(d) and 1(e) of Part 1 (*Rights*) of Schedule 1 in carrying out such works.

## Part 2 The Exceptions and Reservations

- 1 The right on not less than 20 Working Days written notice (except in case of emergency where no notice will be required) but only insofar as such works cannot reasonably be carried out without such entry to enter the Property with workmen and equipment in order to carry out works of inspection, construction repair renewal redevelopment decoration replacement and maintenance to the Building and the Estate Retained Property and the Estate Facilities and to provide the Building Services the Estate Services and the right to erect and use scaffolding up to the outside of the Building in connection with the exercise of any such rights and provided (in each case) that:
  - (a) the person or persons so entering shall cause as little damage as is reasonably practicable, shall not (save in an emergency where there is no other way to carry out works) prevent access to the Property and shall make good any damage so caused as soon as reasonably practicable to the reasonable satisfaction of the Tenant;
  - (b) the Tenant is to be consulted as to the method programme timetable and timing of the proposed works and any reasonable request of the Tenant (made in writing by a duly authorised officer) is to be complied with;
  - (c) the Landlord shall use only access points reasonably approved by the Tenant and must comply with all statutory and byelaw requirements;

**Schedule 3**  
**Building Service Charge**

**Part 1**

**Calculation and payment of the Building Service Charge**

- 1 The Building Service Charge shall be a fair and reasonable proportion of the cost to the Landlord of the services and expenses set out in Schedule 3, Part 2 (*Building Services*) and Schedule 3, Part 3 (*Expenses*) (such proportion (which if appropriate may be the whole) to be determined by the Landlord's Surveyor (acting fairly and reasonably) who shall have regard (*inter alia*) to the extent that tenants and occupiers of the Building make use of the services whether during or outside normal business hours, but whose decision as to the fair and reasonable proportion (save in the case of manifest error or injustice) shall be final).
- 2 The Landlord shall use reasonable endeavours to submit to the Tenant the Estimated Building Service Charge for an Accounting Year no later than one month before the start of that Accounting Year.
- 3 Subject to the provisions in paragraph 1 the Tenant shall pay the Estimated Building Service Charge for each Accounting Year to the Landlord in advance by equal instalments on the Quarter Days; and
  - (a) if the Landlord's Surveyor does not notify an estimate of the Building Service Charge for any Accounting Year the Estimated Building Service Charge for the preceding Accounting Year shall apply; and
  - (b) any adjustment to the Estimated Building Service Charge after the start of an Accounting Year shall adjust the payments on the following Quarter Days equally.
- 4 As soon as practicable after the end of each Accounting Year the Landlord shall serve on the Tenant a statement of the Building Service Charge certified by the Landlord's Surveyor.
- 5 Any dispute between the Landlord and the Tenant as to the amount of the final Building Service Charge for any Accounting Year shall be referred to an expert for determination in accordance with paragraph 8, but the Tenant shall not be entitled to object to the Building Service Charge or any item comprised in it on any of the following grounds:
  - (a) the inclusion in a subsequent Accounting Year of any item of expenditure or liability omitted from the Building Service Charge for any preceding Accounting Year;
  - (b) an item of Building Service Charge included at a proper cost which might have been provided or performed at a lower cost; or
  - (c) disagreement with any estimate of future expenditure for which the Landlord requires to make provision, or the manner in which the Landlord exercises its discretion in providing services, so long as the Landlord has acted reasonably and in good faith and in accordance with the principles of good building management provided that nothing in this paragraph 5(c) shall be interpreted as preventing the Tenant challenging any amount of Building Service Charge when that Building Service Charge has actually been incurred and invoiced to the Tenant.
- 6 The difference between the Building Service Charge and the Estimated Building Service Charge for any Accounting Year (or part) shall be paid by the Tenant to the

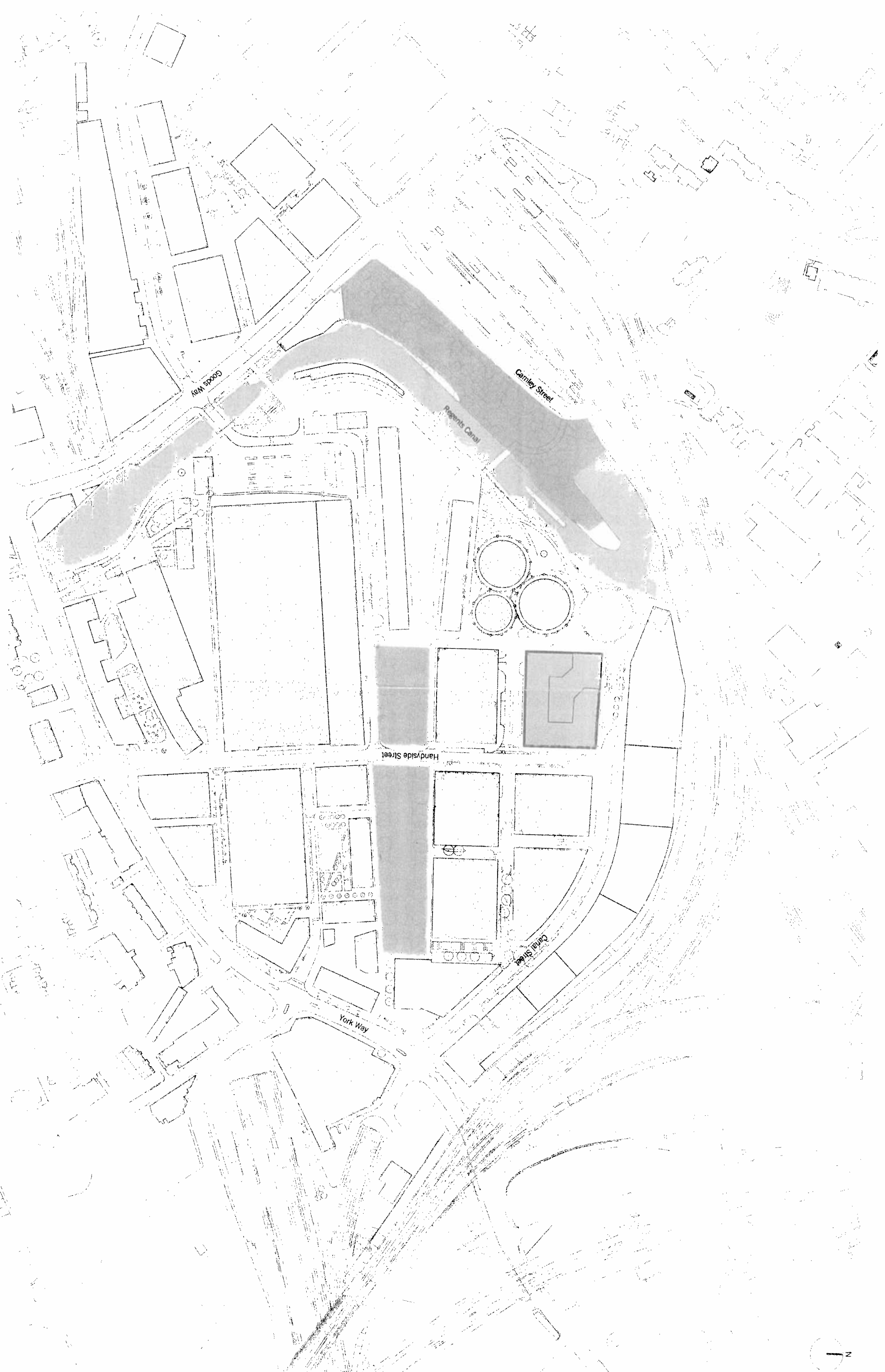
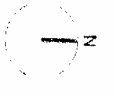
Landlord within fourteen days of the date of the statement for the Accounting Year or allowed against the next Estimated Building Service Charge payment.

- 7 The Tenant shall be entitled by appointment to inspect the accounts relating to the Building Service Charge and supporting vouchers and receipts at such location as the Landlord reasonably directs.
- 8 There shall be excluded from the items comprising the Building Service Charge the costs of:
  - (a) the Level 2 Garden;
  - (b) the Winter Garden;
  - (c) the Gymnasium Facilities;
  - (d) repairing inherent defects arising at the Property after the date of this Lease;
  - (e) any initial costs (including leasing of initial equipment) incurred in relation to the original design and construction of the Building;
  - (f) costs attributable to the initial establishment of services to the Building that are reasonably to be considered part of the original development cost of the Building;
  - (g) costs incurred in relation to the redevelopment of the Building other than those services set out in Schedule 3, Part 2 (*Building Services*);
  - (h) the costs of maintaining the sprinkler tank in the basement; and
  - (i) costs directly attributable to the breach, non-observance or non-performance by the Landlord of its obligations in Clause 4.2 (*Provision of Building Services*) but such costs are to be excluded only to the extent that they would not have been incurred in the absence of the breach, non-observance or non-performance.
- 9 Any dispute referred to in paragraph 4 shall be determined by an independent person who has been professionally qualified in respect of the subject matter of the dispute or difference for not less than ten years and who is a specialist in relation to such subject matter and such independent person shall be referred to in this paragraph as the "**Expert**".

The Expert shall be agreed between the parties or failing such agreement be nominated by the president or vice-president or other duly authorised officer of the Royal Institution of Chartered Surveyors on the application of either party at any time and the following provisions shall apply to his appointment:

- (a) the Expert shall act as expert and not as an arbitrator and his decision shall be final and binding upon the parties hereto;
- (b) the Expert shall consider (*inter alia*) any written representations on behalf of any party (if made within seven Working Days of receipt of notification of the Expert) and counter-representations but shall not be bound thereby;
- (c) the parties shall use all reasonable endeavours to procure that the Expert gives his decision as speedily as possible but in any event within 20 Working Days of his appointment;

- (d) all works are to be carried out diligently in a good and workmanlike manner and in accordance with all Legal Obligations and Necessary Consents so far as is reasonably practicable during weekends and outside of normal daytime working hours with the minimum of disturbance to the Tenant and the occupiers of the Property; and
  - (e) all such works to be carried out as soon as reasonably practicable.
- 2 The right to connect to and use the Conducting Media in the Property which now exist or shall come into existence at any time hereafter and the free and uninterrupted passage and running of water, soil, gas, electricity, telecommunications, heating and cooling and other services to and from the Building through and along such Conducting Media.
  - 3 The right of support and shelter from the Property for the benefit of the Building and any Adjoining Building and any Estate Retained Property.
  - 4 The right at any time without making compensation or payment whatsoever to build or alter, add to, extend, redevelop, repair, remove, vary, or carry out works to the Building and/or the Estate Retained Property and/or the Estate and to use the Building and/or the Estate Retained Property and/or the Estate for any purpose provided that the rights necessary for the use and enjoyment of the Property are not materially and adversely affected by the same (otherwise than on a temporary basis whilst works are being carried out).
  - 5 The right for the purposes of carrying out works (whether maintenance, development or otherwise) to the Building and/or any building, structure or erection neighbouring the Property to enter onto the Property with the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed) provided that this right shall only be exercised if there is no other practicable way of carrying out the required works and subject to the person exercising such right:
    - (a) complying with all Legal Obligations and Necessary Consents;
    - (b) causing as little damage and disturbance as possible;
    - (c) making good all damage caused thereby as soon as practicable;
    - (d) complying with all reasonable requirements of the Tenant in relation to the carrying out of the said works; and
    - (e) complying with such method statement as to the operation of such equipment as may be reasonably required by the Tenant.
  - 6 The right to grant easements over the Estate for any purposes.
  - 7 All rights of access to enable the Landlord to comply with its obligations in the Deed of Variation.



Revisions

Notes:  
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P1 - Kings Cross  
Location Plan

BUILDING PLAN				25m	
Rev	Rev No	Rev Date	Rev Description	Rev	Rev Date
1	1	1/1/20	Initial Design	1	1/1/20



**Schedule 2**  
**Title**

- 1 NGL925245.
- 2 The tenant's obligations in the Headlease except the obligations to pay rent and service charges.
- 3 The Section 106 Agreement as varied by the Deed of Variation.
- 4 Utilities Leases (to the extent they have been granted as at the date of this Lease).

- (d) the costs of appointing the Expert and his costs and disbursements in connection with his duties under this Lease shall be shared between the parties in such proportions as the Expert shall determine or in the absence of such determination equally between them;

If the Expert becomes unable or unwilling to act then the procedure hereinbefore contained for appointment of an Expert shall be repeated as often as necessary.

## **Part 2 Building Services**

### **1 REPAIRS TO THE BUILDING AND CONDUCTING MEDIA**

- 1.1 Repair decoration cleaning maintenance and where beyond economic repair renewal of:
- 1.1.1 the foundations, roof, exterior, structure of the Building (including the exterior of the Building), Playground Structures, Playground Decks (excluding their surface) and the Play Decks (excluding their surface) and boundary structures; and
- 1.1.2 Conducting Media, plant and equipment serving the Property in common with the whole or any part of the Building (including the sprinkler tank within the basement) or exclusively serving the Property but not comprised within it.
- 1.2 Cleaning the outside of all external windows in the Building.
- 1.3 Providing and maintaining any plants landscaping or floral displays in the immediate vicinity of the Building excluding the Level 2 Garden and the Winter Garden.
- 1.4 Providing and implementing appropriate pest control measures in relation to the Building.

### **2 FIRE FIGHTING AND EXTERNAL SECURITY LIGHTING**

Provision operation repair cleaning maintenance and where beyond economic repair renewal of:

- 2.1 fire alarms fire prevention and fire fighting equipment and ancillary apparatus including sprinkler tanks; and
- 2.2 external security lighting and apparatus and systems as the Landlord considers appropriate.

## **Part 3 Expenses**

### **1 INSURANCES**

- 1.1 Insurance against property owners' employers' and third party liability.
- 1.2 Engineering insurances for Landlord's plant and machinery.
- 1.3 Professional valuation for insurance purposes (but not more than once in any twelve month period).

- 1.4 Any uninsured excesses to which the Landlord's insurance may be subject.

**2 STATUTORY REQUIREMENTS**

- 2.1 All existing and future rates taxes charges assessments and outgoings payable to any competent authority or for utilities except in respect of:
- 2.1.1 any floor or part of a floor of the Building (other than the Property) that is capable of being let or occupied; or
- 2.1.2 the Property.
- 2.2 Complying with or making representations against or contesting the effect of any legislation order or statutory requirements including but without limitation the cost of providing such further services plan equipment and facilities as may be required by (or the cost of otherwise complying with) any statute order regulation or direction for the time being in force affecting the Building or its use or occupation.

**3 FEES AND MANAGEMENT CHARGES**

- 3.1 Managing agents' reasonable fees and disbursements properly incurred or if the Landlord itself manages the Building a reasonable fee for dealing with the Building Service Charge (such fee to be calculated in accordance with RICS Code of Practice on Service Charges in Commercial Property).
- 3.2 Fees and disbursements of accountants surveyors engineers solicitors and others in connection with the provision of the Building Services and the administration of the Building Service Charge.

**4 STAFF**

- Providing staff in connection with the Building Services and the general management operation of the Building and all other incidental expenditure including but not limited to:
- 4.1.1 salaries, national health insurance, pension and other payments contributions and benefits;
- 4.1.2 uniforms, special clothing, tools and other materials for the proper performance of the duties or and such staff; and
- 4.1.3 providing premises and accommodation and other facilities for staff.

**5 MISCELLANEOUS ITEMS**

- 5.1 Leasing or hiring any machinery and equipment used in connection with the provision of the Building Services.
- 5.2 Where the Landlord (acting fairly and reasonably) considers the same to be appropriate, providing a contingency fund in each year of a reasonable sum to cover the prospective and contingent costs of providing the Building Services, with a view to procuring that the Building Service Charge shall be progressive rather than irregular and that tenants for the time being of the Building shall bear a reasonable and proper share of accumulating liabilities. Any such contingency fund shall be established and maintained by normal commercial principles.

- 5.3 Providing such further services and equipment as the Landlord may (acting reasonably) deem appropriate for the benefit of the Building as a whole in accordance with the principles of good building management and otherwise only to the extent that the provision of such further services and equipment accord with the general principles of the RICS Code of Practice on Service Charges in Commercial Property.

**EXECUTION PAGE**

Executed as a deed by **KCC NOMINEE 1** )  
**(P1) LIMITED** acting by: )  
)

Director

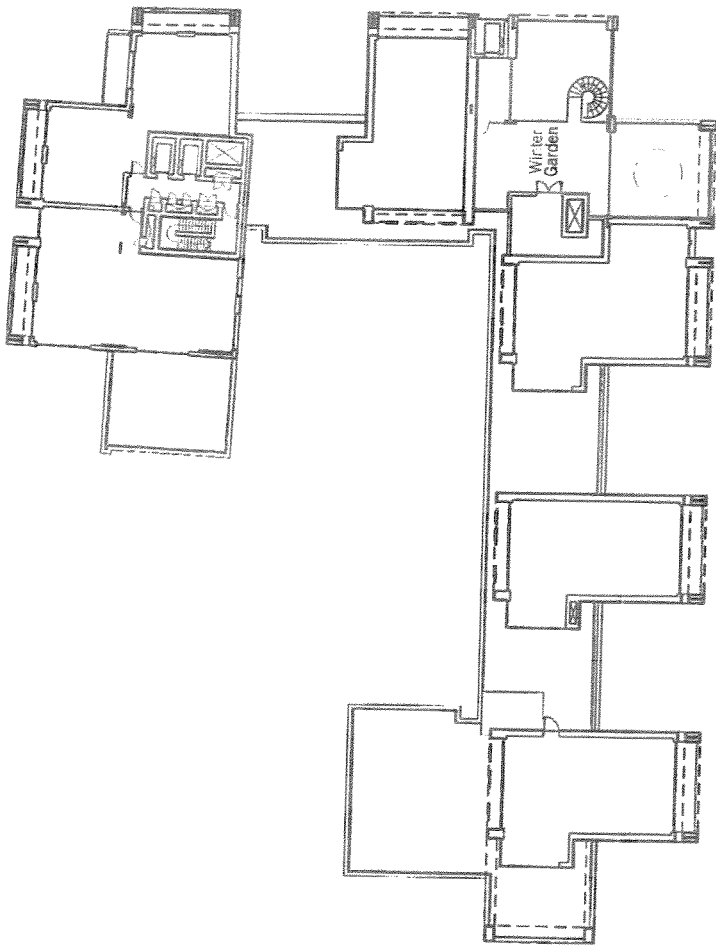
Director/Secretary

Executed as a deed by **KCC NOMINEE 2** )  
**(P1) LIMITED** acting by: )  
)

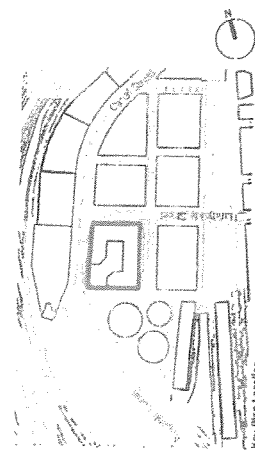
Director

Director/Secretary

WINTER GARDEN PLAN 2



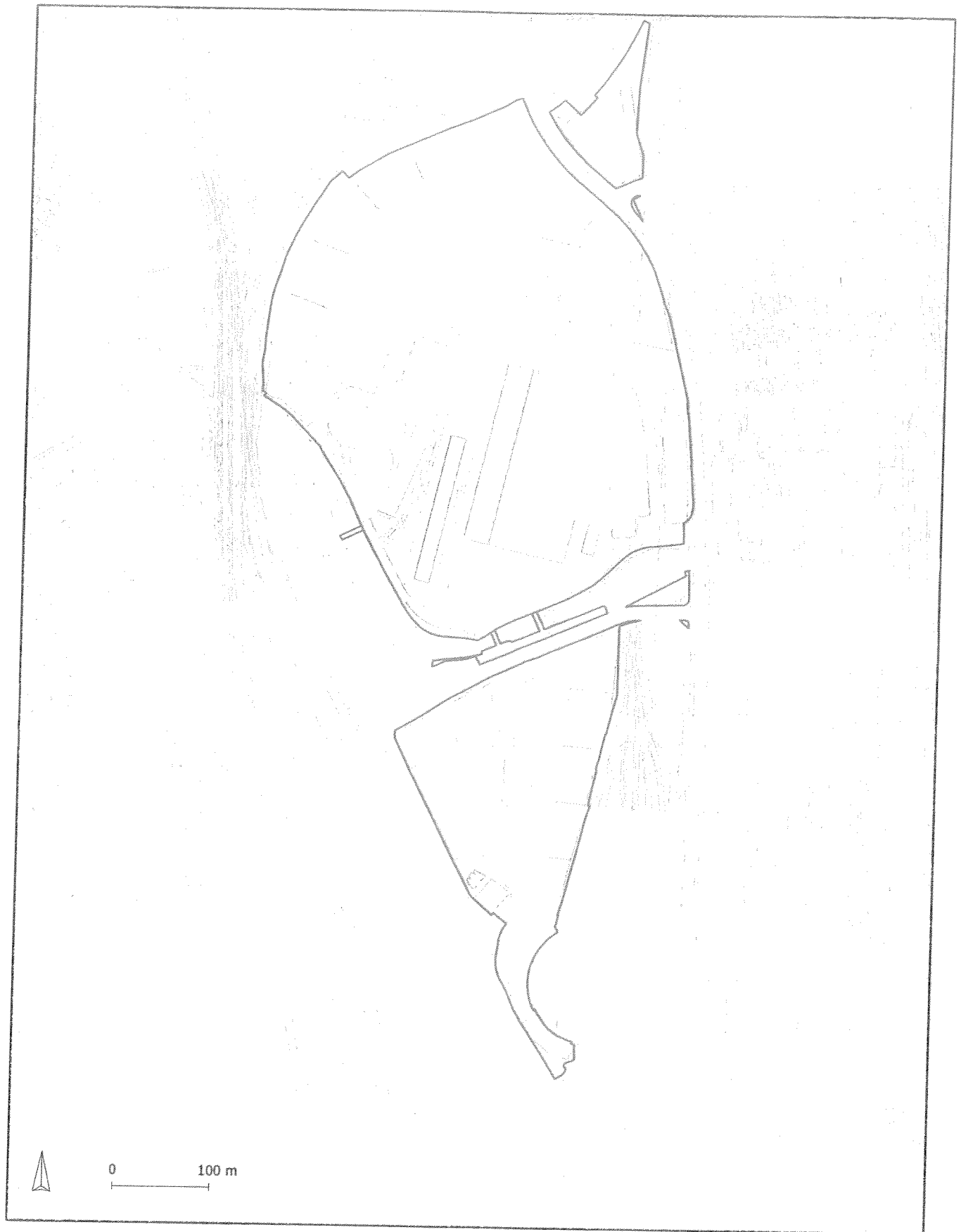
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[PLAN]



0m 2m 10m

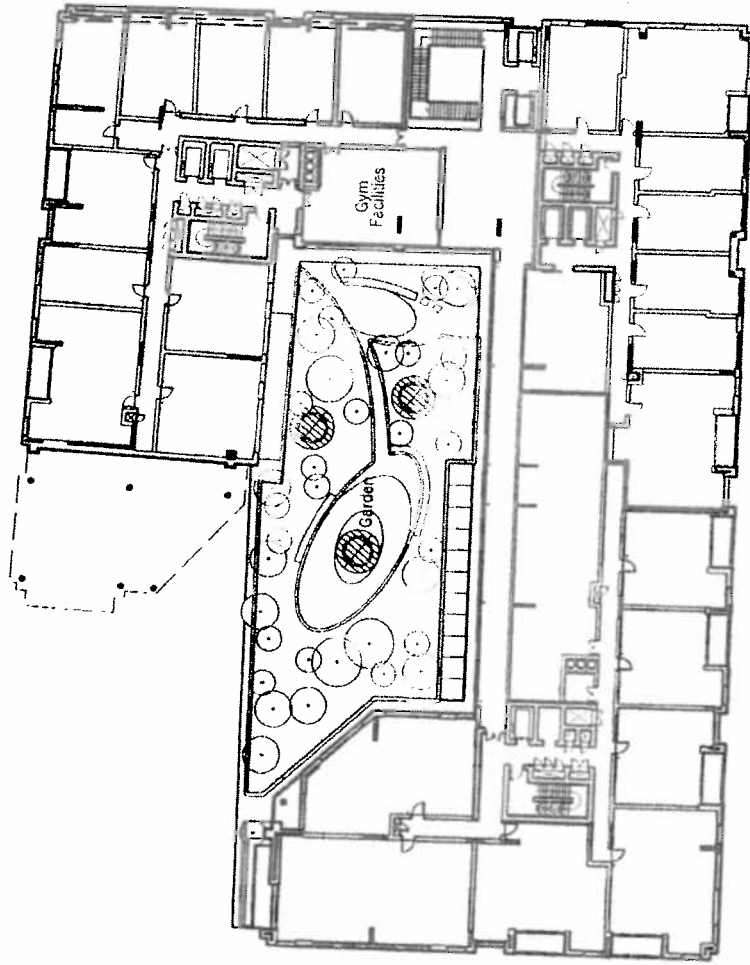
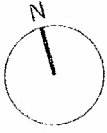
Revisors:	Notes:	DAVID MOBLEY ARCHITECTS 18 Haden Place, London, E9 6AD Tel: 020 7430 2444 Fax: 020 7430 3443 davidm@mobleyarchitects.co.uk	P1-Kings Cross	
			Job no: 476	Drawing no: 1-323
			Scale: 1:500 @ A4	Date: 13.06.12
			Author: JRM	Check: JRM

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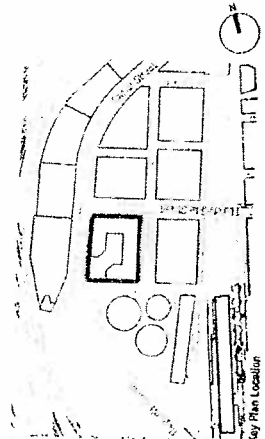


Estate Plan 1

# Gymnasium Facilities Plan



1 Level 02  
(PLAN)

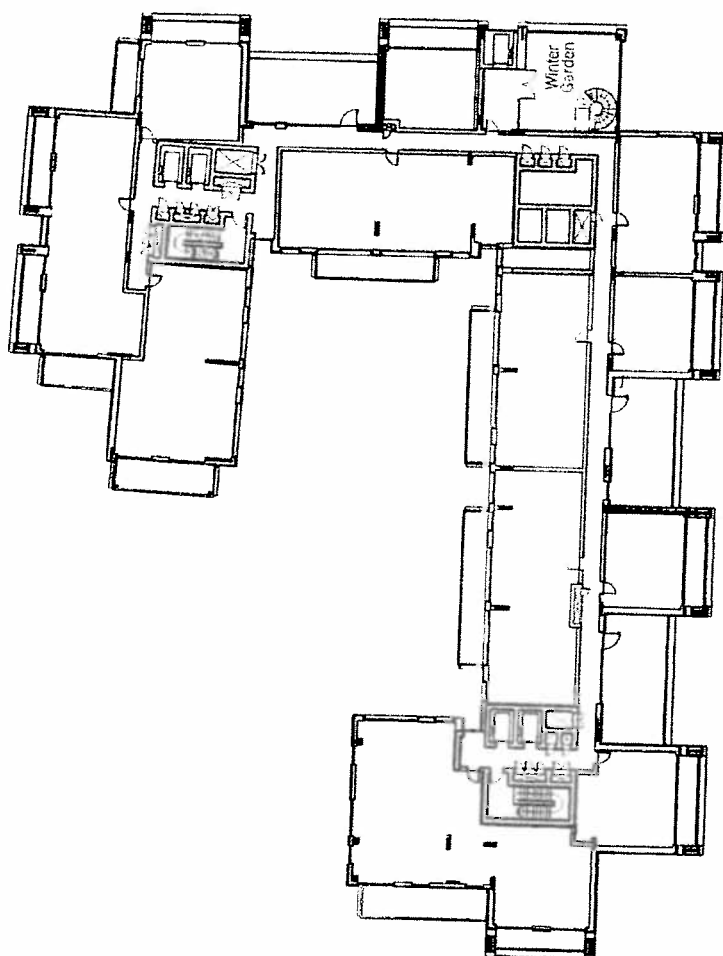


Revisions:	Name:	DATE:	0m 2m 10m
DAVID MORLEY ARCHITECTS 18 HORN ROAD, ECLIN BRU TEL: 020 7430 2444 FAX: 020 7430 2443 david@morleyarchitects.co.uk			P1- Kings Cross Level 02 Flr Plan
Drawn by:	476	1/01/12	Position:
Scale:	1:500 @ A4	100m	Revised:
		19.08.12	

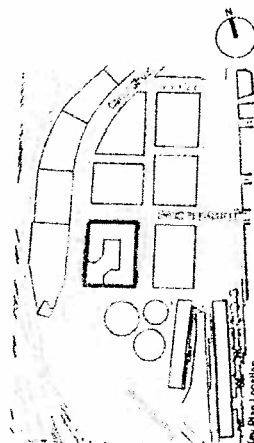
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WINTER GARDEN PLAN 1



1 Level 12  
(PLAN)



Key Plan Location

0m 2m 10m

Revisions:	Notes:	DAVID MORLEY ARCHITECTS 18 Hulse Place London EC1N 8BU Tel: 020 7430 2444 Fax: 020 7430 2443 davidmorleyarchitects.co.uk		P1 - Kings Cross Level 12 Floor Plan		Job No: 476	Drawing No: 1-922	Revision: 1
						Scale: 1:500	Date: 19.06.12	Reviewed: 1

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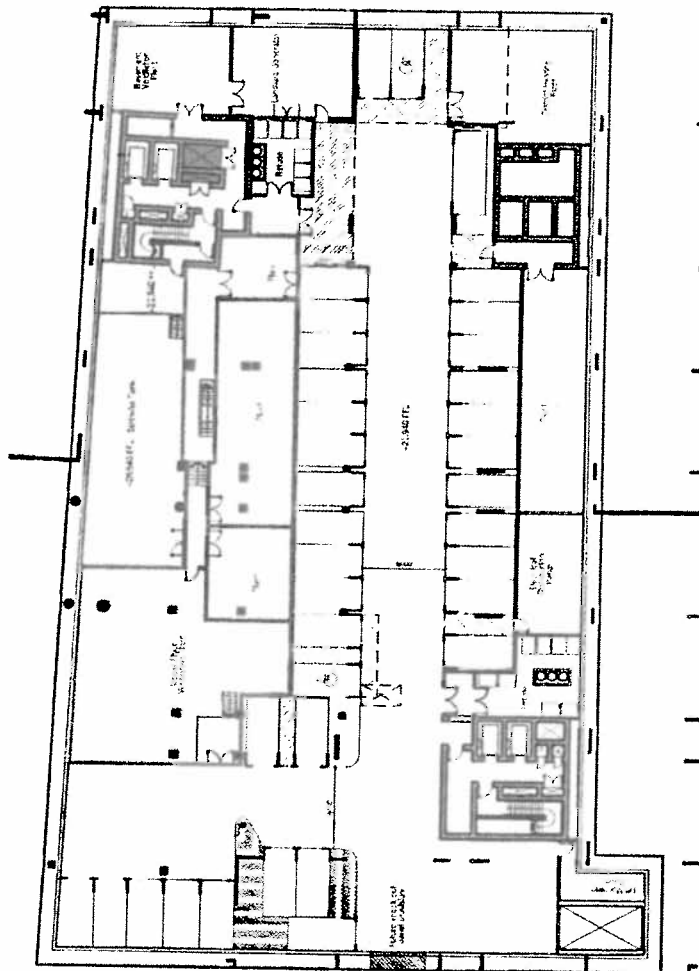
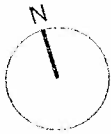
**EXECUTION PAGE**

The Common Seal of **THE MAYOR AND** )  
**BURGESSES OF THE LONDON** )  
**BOROUGH OF CAMDEN** was affixed to )  
this deed in the presence of:

Authorised Signatory

**Appendix**  
**Property Floor Plans 1, 2 and 3**

PROPERTY FLOOR PLAN



- Legend
- Denotes Fire Escape Stair to Level 0
  - Denotes Shared Service Risers

# Basement

[PLAN]

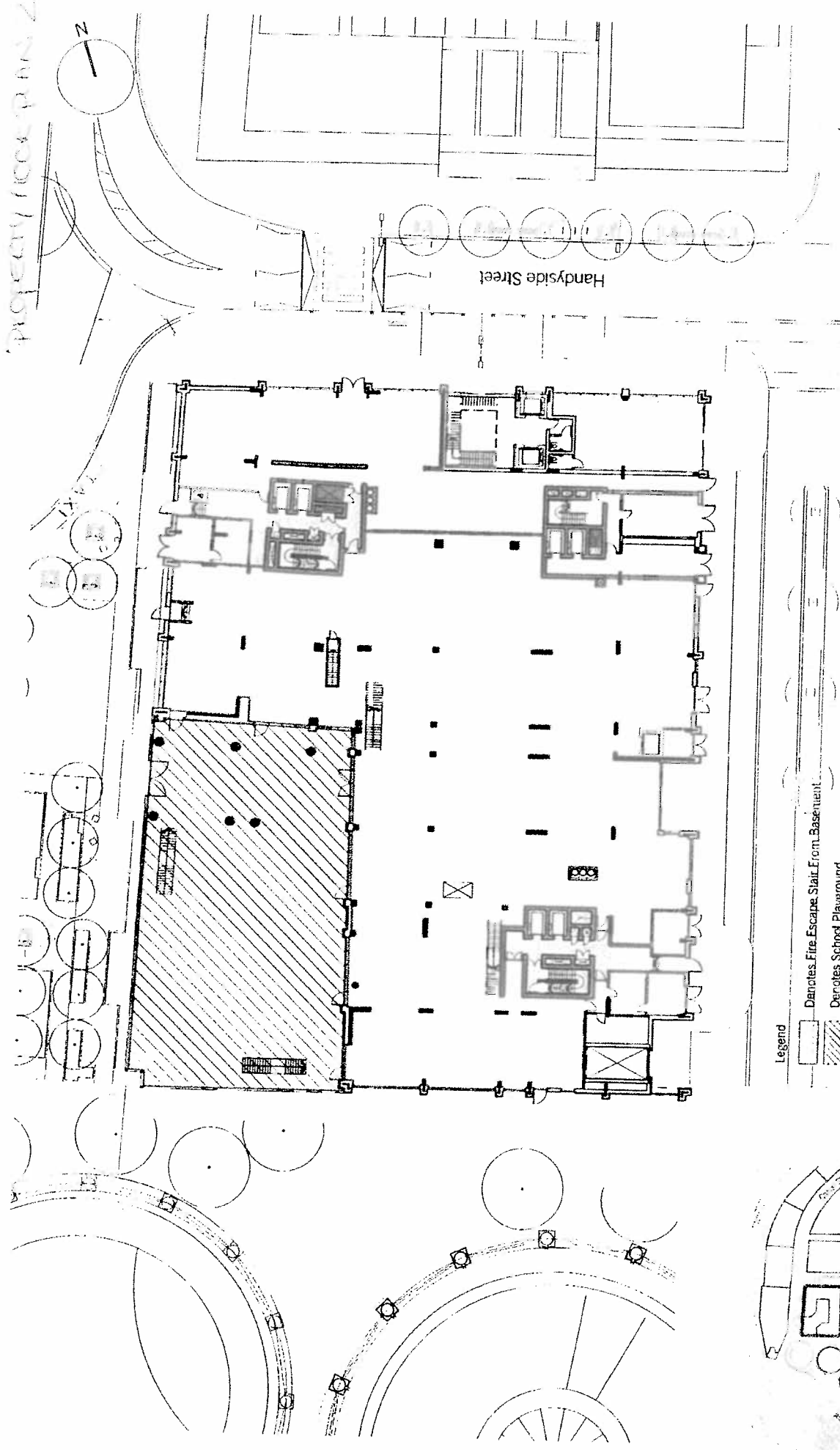
## Note:

A number of vertical stacks (not indicated on the drawing) will be required to accommodate drainage from the apartments above. The locations of these stacks is subject to detailed design and will be agreed with the Council. The design will seek to reduce the need for maintenance, minimise the likelihood and impact of leakage and to maintain the free distribution of the school's building services systems.

On 2m 10m

Revision: 1 Rev B - Drainage note added	Notes:	DAVID MORLEY ARCHITECTS 18 Hulse Street, London EC1N 8BU Tel: 020 7133 2143 Fax: 020 7130 2413 david@morleyarchitects.co.uk	P1- Kings Cross School Shell and Core - Basement Floor Plan	Job no: 476	Drawing no: 1-007	Revision: B	Date: 16/08/12	Scale: 1:5000000	Project: 23.1.12	Check of drawings and notes for compliance with the Building Regulations and the Building Act 1984.
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PROPERTY RECORD PLAN 2



Legend

- Denotes Fire Escape Stair From Basement
- Denotes School Playground
- Denotes Shared Fire Escape Access
- Denotes Shared Service Risers

Level 00

(PLAN)

Note:

A number of vertical stacks (not indicated on the drawing) will be required to accommodate drainage from the apartments above. The locations of these stacks is subject to detailed design and will be agreed with the Council. The design will seek to reduce the need for maintenance, minimise the likelihood and impact of leakage and to maintain the free distribution of the school's building services systems.

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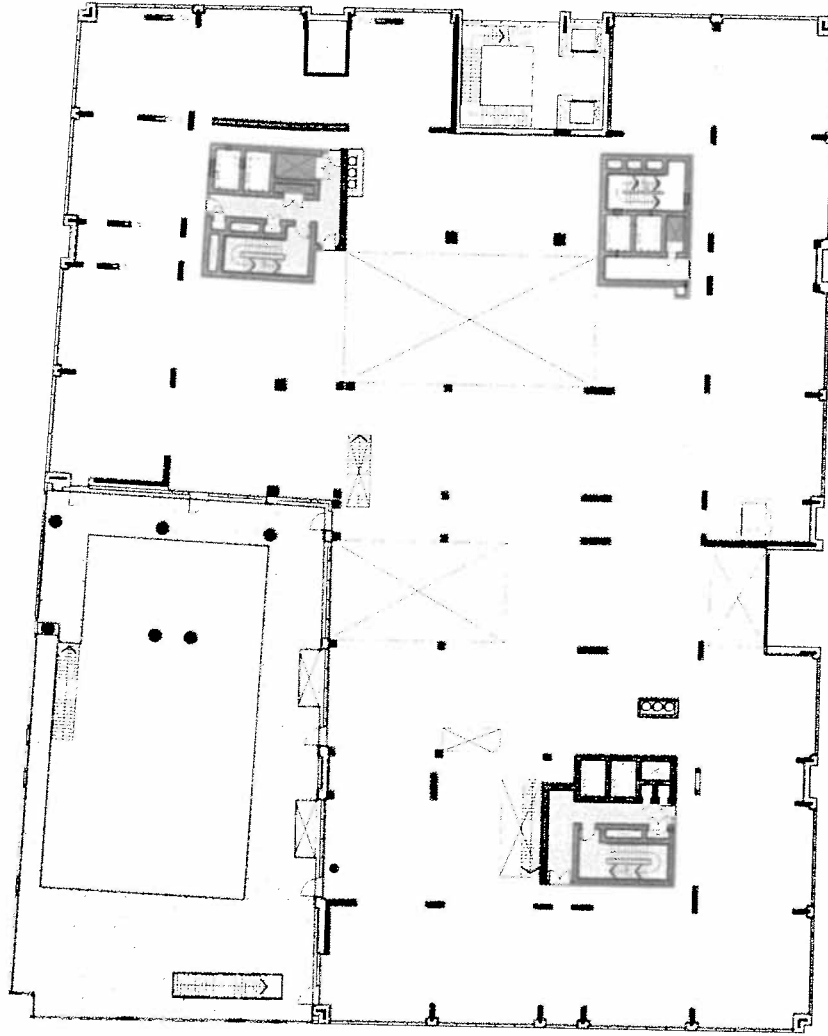
Key Plan Location

Revisions: Rev B - Drainage info added

DAVID WURLEY ARCHITECTS 18 Hutton Place London EC1N 8RU Tel: 020 7430 2044 Fax: 020 7430 2443 dwa@davidwurleyarchitects.co.uk		P1 - Kings Cross	
Job no:	476	Drawing no:	1-005
Scale:	1:5000A4	Date:	07/08/12
School Shell and Core - Level 00 Floor Plan		Revision:	0
		Project:	23.11.12



Property Floor Plan 3



- Legend
- Denotes School Playdeck
  - Denotes Shared Fire Escape Access
  - Denotes Shared Service Risers

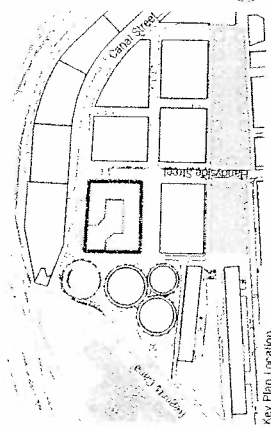
Level 01  
[PLAN]

Notes:

Note:

A number of vertical stacks (not indicated on the drawing) will be required to accommodate drainage from the apartments above. The locations of these stacks is subject to detailed design and will be agreed with the Council. The design will seek to reduce the need for maintenance, minimise the likelihood and impact of leakage and to maintain the free distribution of the school's building services systems.

On: 2m 10m



Key Plan Location

Revisions: Rev B - Drainage note added

DAVID MORLEY ARCHITECTS		P1- Kings Cross		Revisions:	
18 Hudson Place, London EC1N 8RU		School Shell and Core - Level 01 Floor Plan		Job no:	Drawing no:
Tel: 020 7430 2444 Fax: 020 7430 2443				476	1-905
david@morleyarchitects.co.uk				Scale:	Date:
				1:500 (RM)	07.08.12
				Revised:	Revised:
				H	H
				23.11.12	23.11.12

**SCHEDULE 4**  
**DEVELOPMENT TERMS AND CONDITIONS**

**Schedule 4**  
**Development Terms and Conditions**

**Part 1**  
**Definitions**

1 In this Schedule:

**"Anticipated Completion Date"** means 40 months after the date of commencement of the Development as the same may be extended from time to time by agreement (or in default of agreement by determination pursuant to Part 5 of this Schedule) to reflect delays attributable to any event outside the reasonable control of the Developer.

**"Building Contract"** means any contract for building works to be entered into between the Developer and any Building Contractor for the Development and which shall be in a form which complies with the provisions of the JCT form of design and build contract 2011 with the schedule of amendments set out in Appendix 2 to this Schedule 4.

**"Building Contractor"** means Carillion Construction Limited or any reputable replacement contractor of similar standing as shall be appointed to carry out the Development (or any part or phase thereof).

**"Certificate of Making Good Defects"** means the notice, certificate or statement issued under the Building Contract by the Employer's Agent to certify that the defects in the Development (or any relevant part or phase thereof) notified to the Building Contractor during the Defects Liability Period have been made good pursuant to the Building Contract.

**"Certificate of Practical Completion"** means the certificate or statement issued under the Building Contract by the Employer's Agent to certify that the Development (or any relevant part or phase thereof) has been practically completed in accordance with the Building Contract.

**"Consents"** means all consents, permissions, agreements, licences and approvals under the Town and Country Planning Act 1990 (and all other statutes containing provisions relating to town and country planning) (including the approval of any matters reserved by any such) building regulations and any other statute, bylaw or regulation of any competent authority as the same are from time to time necessary



for the Development to be constructed in accordance with the provisions of this Deed.

**"Consultant Warrantors"** means such architects, structural engineers, mechanical and electrical engineers and fire consultants as may provide design and advisory services in relation to the Development Works.

**"Council's Agent"** means Developing Projects or such other agent as the Council may from time to time appoint and notify to the Developer in writing and which may be different persons for different purposes.

**"Council's Works"** means such fitting-out works (if any) to the Premises as are not included within the Specification and which the Council wishes to carry out.

**"Date of Practical Completion"** means the date certified by the Employer's Agent in the Certificate of Practical Completion as being the date on which the Development (or any relevant part or phase thereof) was practically completed pursuant to the Building Contract notwithstanding any Snagging Works and the terms **"Practical Completion"** and **"practically complete"** shall be construed accordingly.

**"Defects Liability Period"** means the defects liability period of 12 months from the Date of Practical Completion (or such longer period as may be specified under the Building Contract) in respect of the Development (or (as appropriate) the Date of Practical Completion of the last part or phase thereof).

**"Deleterious Materials"** means any products, substances or materials or any combination of them which at the time of specification are specified as deleterious materials in the Building Contract or which otherwise:

- (a) do not conform with British or European Standards or binding Codes of Practice; and
- (b) are generally accepted as being deleterious to health and safety, the performance or durability of buildings or structures or damaging to the environment in the particular circumstances in which they are specified to be used or used.

**"Developer's Agent"** means such agent as the Developer may appoint from time to time and notify to the Council in writing.

**"Development"** means the carrying out of the Development Works in accordance with the Consents and the Specification and shall include all design works in relation thereto.

**"Development Costs"** means all construction costs, fees and expenses (including professional fees and project management fees) incurred by the Developer in relation to the Development.

**"Development Works"** means works to deliver the Premises in accordance with the Specification as part of the development of Plot P1 but excluding the Council's Works .

**"Employer's Agent"** means Davis Langdon LLP or such other reputable person, firm or company as may be appointed to perform the function of employer's agent under any Building Contract in relation to the Development with the approval of the Council (acting reasonably).

**"Lease Completion"** means the date of actual completion of the Lease.

**"Lease"** means the Schools Premises Lease (as defined in Schedule 1 to this Deed).

**"Minor Variation"** means a Variation which has no adverse impact on the use occupation and/or operation of the Premises provided that any variation which adversely impacts upon any issues concerning security or safety, or impacts materially upon quality of finishes, appearance, life expectancy or life-cycle costings of the Premises shall be deemed to be material.

**"Premises"** means the premises to be demised by the Lease and as more particularly described therein.

**"Prescribed Rate"** means a rate of interest at 3% per annum over the base rate from time to time of Barclays Bank plc or if no such rate is published a rate of interest of 3% per annum over the lowest rate published by any London Clearing Bank in relation to which such bank is prepared to make unsecured loans equivalent in amount to the sum which is to bear interest at the Prescribed Rate under this Schedule 4.

**"Snagging Works"** means any minor outstanding works or defects which do not in the opinion of the Employer's Agent prevent the issue of any Certificate of Practical Completion in accordance with the provisions of the Building Contract.

**"Specification"** means such specification in respect of the Development Works as may be prepared by the Developer in full consultation with the Council in compliance with the provisions of Schedules 1 and 2 to this Deed as the same may be varied, detailed, clarified, amplified or added to (and including in particular all plans and drawings prepared in relation to the construction or design of the Development) from time to time in accordance with this Schedule 4.

**"Term Commencement Date"** means the quarter day preceding Lease Completion.

**"Variation"** means any variation, clarification or amplification of or addition to the Specification provided that any item of minor detailing carried out by the Building Contractor in accordance with the authority or discretion granted or allowed to it pursuant to the Building Contract shall not be a Variation for the purposes of this Schedule 4.

**"VAT"** means value added tax and any other tax of a like nature.

**"Warranties"** means deeds of collateral warranty in relation to the Development in the form annexed at Appendix 1 to this Schedule 4 from the Building Contractor, the Employer's Agent and the Consultant Warrantors with such amendments as may be approved in writing by the Council (such approval not to be unreasonably withheld or delayed).

**Part 2**  
**Construction Provisions**

- 1 The Developer will carry out the construction of the Development in a good and workmanlike manner in accordance with all applicable requirements of the Agreement and in accordance with the Specification and the Consents.
- 2 The Developer covenants with the Council that it shall:
  - (a) in the Appointments and the Building Contract proscribe the use of the Deleterious Materials; and
  - (b) use all reasonable endeavours to procure that no Deleterious Materials are used in the Development.
- 3 The Council shall have the right, on reasonable terms, at its own expense, to request changes to the Specification (a "**Council Variation**") by following the procedure set out in paragraph 4. This right is subject to the Council giving as much notice as is reasonably practicable of any requested Council Variation and is subject to the requested Variation not causing any significant delay to the Developer's construction of the Development and/or of the Developer's development of Plot P1. In particular, no Council Variation may:
  - (a) be required by the Council after the Developer has let the Building Contract for the Development; or
  - (b) increase the floor space of the Premises.
- 4 Council Variations:
  - (a) The Developer's approval shall be required to any Council Variation requested by the Council in accordance with paragraph 3 and such approval shall not be unreasonably withheld or delayed.
  - (b) If the Developer approves the Council Variation in principle, then it shall so notify the Council and seek an estimate of the likely cost (including the cost of any delay) of effecting the requested Variation from the Building Contractor and it shall provide the estimate to the Council for approval.
  - (c) If the Council wishes the Developer to effect the Council Variation, then it shall give notice in writing to the Developer to that effect and the giving of such notice will constitute the Council's agreement that any additional

costs incurred by the Developer in respect of the Council Variation (together with a development management fee calculated at 8% of such additional costs) will be paid by the Council within ten working days of demand. If the Council fails to give notice in writing to the Developer within ten working days of receipt of the estimated cost of the Council Variation, then the Council will be deemed to have decided that it does not wish the Developer to effect the Council Variation.

- (d) If the Council decides (or is deemed to decide) that it does not wish the Developer to effect the Council Variation, then the Council shall have no liability to the Developer (whether financial or otherwise) in respect of any discussions or correspondence relating to the proposed Variation, except that the Council shall be responsible for any reasonable abortive professional fees and costs incurred by the Developer in respect of design in relation to the proposed Variation.

5 The Developer will obtain any Consents for the Development and the Council will provide all reasonable assistance in respect of the same.

6 The Developer will:

- (a) provide to the Council the employer's requirements in relation to the Development in the Building Contract including the Stage D drawings and pay due regard to any reasonable representations made within 10 Working Days by the Council's Agent and if such representations are not accepted provide an explanation of the same;
- (b) consult in good faith in respect of the development of design affecting the Premises (but without commitment to accept any representations made);
- (c) identify to the Council any items within the Contractor's proposals which do not comply with the employers' requirements in relation to the Development and pay due regard to any reasonable representations made promptly by the Council's Agent and if such representations are not accepted provide an explanation of the same;
- (d) commence the Development as soon as reasonably practicable after all Consents necessary to commence the Development have been obtained and are not capable of challenge and will thereafter diligently use all reasonable endeavours to procure the carrying out and completion of the Development in accordance with the provisions of the Agreement and use

all reasonable endeavours to procure that the Date of Practical Completion occurs at the latest on or before the Anticipated Completion Date;

- (e) co-operate and liaise with the Council's Agent in respect of the performance of his duties and pay due regard to any reasonable representations made from time to time by the Council's Agent having regard to its impact upon the Development and if such representations are not accepted promptly provide the Council's Agent with an explanation of the same; and
- (f) comply with all acts of parliament or European Union law regulations or directives insofar as they relate to the Development.

- 7 The Developer will keep the Council regularly and fully notified of progress in respect of the Development Works (including allowing the Council's Agent to attend all regular scheduled progress meetings on site and providing the Council with copies of minutes of such meetings if so requested by the Council). The Developer will allow the Council's Agent reasonable rights of inspection of the Development Works on request and will give due regard to any representations made by the Council's Agent in respect of such works.
- 8 The Developer shall give the Council no more than three months' notice and no less than one month's notice of the anticipated Date of Practical Completion and shall give reasonable notice of and allow the Council's Agent to attend at any meeting held for the purpose of certifying Practical Completion and shall procure that the Employer's Agent gives due regard to any representations made by the Council as to whether or not Practical Completion should be certified before the Employer's Agent issues his Certificate of Practical Completion.
- 9 Notwithstanding completion of the Lease, the Developer will enforce all obligations in the Building Contract in respect of the carrying out of the Snagging Works and the remedying of defects in the Development.
- 10 The Developer will deliver the duly executed Warranties to the Council no later than the first demand for payment submitted by the Developer pursuant to paragraph 4.1 of Part 3 of this Schedule 4.
- 11 Upon the issue of the Certificate of Making Good Defects pursuant to the Building Contract and subject to the delivery of the executed Warranties the Developer shall automatically be released from any liability to the Council in relation to the

construction and design of the Development save in respect of any claims already submitted in writing to the Developer.

12 **VARIATIONS TO THE DEVELOPMENT**

12.1 The Developer shall be permitted to make Minor Variations to the Development without the consent of the Council but shall give written notice and full details of such Minor Variations to the Council as soon as reasonably practicable but in any event within ten Working Days of instructing such Minor Variations.

12.2 The Developer shall not permit any other Variations to be carried out without the consent of the Council (such consent not to be unreasonably withheld or delayed).

12.3 By no later than one month after the issue of the Certificate of Practical Completion (or on such earlier date as may be reasonably practicable) the Developer shall provide the Council with:

- (a) one copy of each of the test certificates in respect of all items of plant and machinery at the Premises that would normally be tested on installation;
- (b) one electronic and one hard copy of the complete set of plans showing the Premises as built; and
- (c) one electronic and one hard copy of each of the following:
  - (i) all maintenance and operational manuals relating to the Premises; and
  - (ii) the health and safety file in relation to the Premises.

Provided that drafts of such documents shall be provided to the Council as soon as reasonably practicable but in any event no later than the date one week prior to the anticipated date of issue of the said Certificate of Practical Completion.

**Part 3**  
**Financial Provisions**

**1 CAPITAL ALLOWANCES**

All capital allowances under the Capital Allowances Act 2001 or otherwise in respect of qualifying expenditure relating to the Development Works shall belong to or be allowed to the Developer.

**2 INTEREST**

Where any sum payable pursuant to this Schedule 4 remains unpaid on or after the due date the payer shall pay to the payee interest on such sums at the Prescribed Rate such interest to be calculated from the due date until the date of actual payment.

**3 VAT**

The Council acknowledges that all supplies to be rendered by the Developer pursuant to this Schedule 4 shall be made subject to VAT and all payments to be made in pursuance of this Schedule 4 shall (save where otherwise specifically stated) be taken to be exclusive of VAT (if applicable) and any VAT chargeable in respect of the matters giving rise to such payments shall be added to the amount of such payments and (subject only to delivery of a proper and valid VAT invoice) paid in addition.

**4 DEVELOPMENT PAYMENTS**

4.1 The Developer shall be responsible for and shall pay all Development Costs. The Council will pay to the Developer within 15 Working Days of demand the fixed total contribution of £4,777,500 (exclusive of VAT) towards the costs of the Development Works in accordance with the following stage payment requirements:

- (a) Stage 1: Payment of 27.5%: Substructure and Basement Works
  - (i) Complete basement perimeter structure (piling and/or rc wall and capping beam)
  - (ii) Complete bulk excavation



- (iii) Complete basement slab
  - (b) Stage 2: Payment of 22.5%: Superstructure Works
    - (i) Complete ground, first and second floor slabs
    - (ii) Complete ground, first and second floor structure
  - (c) Stage 3: Payment of 5%: Basement Plant
    - Complete plant load out (landlords plant)
  - (d) Stage 4: Payment of 6%: Roofing
    - Complete main roof finishes
  - (e) Stage 5: Payment of 20%: Envelope
    - Complete envelope to ground and first floors (Premises only)
  - (f) Stage 6: Payment of 9%: Completion of External Works
  - (g) Stage 7: Payment of 10%: Practical Completion
- 4.2 Without prejudice to the provisions of paragraph 4.1 the Developer shall be responsible for and meet the costs of all works which would reasonably and properly be expected to deliver the Premises to shell and core level in accordance with the provisions of this Deed, notwithstanding such works may not all be specifically itemised in the cost plan information, employer's requirements or contractor's proposals shared with the Council.
- 4.3 Each demand for payment pursuant to paragraph 4.1 above must be in the form of a VAT invoice from the Developer addressed to the Council and shall be accompanied by written confirmation from the Employer's Agent that the relevant stage of construction has been achieved.
- 4.4 Subject to the Council complying with its payment obligations in paragraph 4.1 above the Developer shall be responsible for making all payments due under the Building Contract in accordance with the Building Contract.
- 4.5 The Developer shall upon request from the Council from time to time provide such additional information and/or documents as the Council may reasonably require in

respect of any payment to be made by the Council pursuant to paragraph 4.1 above.

- 4.6 The Developer shall be entitled to prevent the Council from occupying the Premises for the purposes of fit-out works or otherwise until the Council has made all outstanding payments referred to in paragraph 4.1 above.

**Part 4**  
**Grant of the Lease**

**1 GRANT OF THE LEASE**

The Developer will procure the grant of and the Council will accept the Lease in accordance with paragraph 2 of Schedule 1 to this Deed.

**2 THE FORM AND GRANT OF THE LEASE**

2.1 The Lease shall be in the form of the draft annexed at Schedule 3 of this Deed with such modifications (if any) as may be reasonably requested by either party to reflect progress of the Development .

2.2 The Developer and the Council shall respectively use all reasonable endeavours and provide all reasonable assistance to the other to satisfy any requirements or requisitions of the Land Registry in relation to the said Lease and/or the plans annexed thereto.

2.3 The Lease and its counterpart shall be prepared by the Developer's solicitors and an engrossment shall be delivered to the offices of the Council's solicitors in readiness for completion not less than 10 Working Days before the proposed date for completion of the Lease.

2.4 Completion of the grant of the Lease shall take place at the offices of the Developer's solicitors or where they may reasonably require and on completion the Council shall deliver to the Developer the counterpart of the Lease duly executed by the Council and the Developer shall deliver to the Council the duly executed original of the Lease.

2.5 All rent and other payments due under the Lease shall be payable with effect from and including the Date of Practical Completion of the Premises.

**3 TITLE**

3.1 The Developer has provided to the Council details of the matters referred to in paragraph 3.2(a) and details of all other matters referred to in paragraph 3.2 of which the Developer has actual knowledge.

3.2 The Premises are let subject to and (as the case may be) with the benefit of:

(a) the title matters contained or referred to in the Lease (as applicable);

- (b) all local land charges (whether registered or not prior to the date of this Deed) and all matters capable of being registered as such but not so registered whether coming into existence before or after the date of this Deed;
- (c) all notices served and orders, demands, proposals or requirements made by any local or other public or competent authority whether before or after the date of this Deed; and
- (d) all rights of way, drainage, watercourses, light or other easements or quasi or reputed easements and rights of adjoining owners or occupiers affecting the Premises;

but otherwise with vacant possession.

- 3.3 Both parties are deemed to have full knowledge of all matters referred to in paragraph 3.2 and shall not be entitled to raise any objection or requisition in respect of any such matter but shall be entitled to raise objections or requisitions in relation to any such matter which may come into existence after the date of this Deed.

**Part 5**  
**Disputes**

- 1 If the parties are unable to settle any disputes arising in respect of this Schedule 4 (including any disputes in relation to the form of or the plans to be attached to the Lease) such dispute shall be determined by a chartered surveyor appointed by the President of the Royal Institution of Chartered Surveyors on the application of either party made at any time. The provisions of clause 16 of the Agreement shall (to the extent appropriate) apply to such determination as if set out in this Schedule 4.

**Appendix 1**  
**Warranties**

EA/QS TO TENANT

DATED

20[ ]

DAVIS LANGDON LLP (1)

[BENEFICIARY] (2)

KING'S CROSS CENTRAL LIMITED PARTNERSHIP (3)

COLLATERAL WARRANTY

relating to a project at

[ ]

**THIS DEED** is made the

day of

20[ ]

**BETWEEN:**

- (1) Davis Langdon LLP of Midcity Place 71 High Holborn London WC1V 6QS (the "Firm")
- (2) [Name and address of Tenant] (the "Tenant");
- (3) King's Cross Central Limited Partnership of 5 Albany Courtyard London W1J 0HF (the "Client").

**WHEREAS**

- A. The Tenant has entered or is to enter into a [lease/an agreement for the grant of a leasehold interest] in [part of] [ ] (the "Development")
- B. By a contract (the "Appointment") dated [ ] with the Client the Firm is to act as the Employer's Agent / Cost Consultant in connection with the Development.

**NOW THIS DEED WITNESSETH THAT** in consideration of the payment of one pound (£1.00) by the Tenant to the Firm, receipt of which the Firm acknowledges:

1. The Firm warrants to the Tenant that it has complied with and will continue to comply with its obligations under the Appointment and has exercised and will continue to exercise the skill and care required by the terms of the Appointment in the performance of its duties to the Client under the Appointment and acknowledges that the Tenant is relying on the Firm's professional skill and care in relation to such matters.

In the event of any breach of this Deed:-

- (a) subject to paragraph (b) of this Clause, the Firm shall be liable for the reasonable costs incurred by the Tenant of repair, renewal and/or reinstatement of any part or parts of the Development but shall not be liable for any other losses incurred by the Tenant.
  - (b) the Firm shall have no greater liability to the Tenant than it would have had if the Tenant had been named as joint client under the Appointment with the Firm owing its duties thereunder to each client separately provided that the Firm shall not be entitled to set-off or deduct from any sums payable to the Tenant under this Deed any sums due or claimed as due by the firm from the Client.
2. The Firm agrees that, whilst the copyright in all reports, drawings, plans, schedules, bill of quantities, calculations and other similar documents provided by the Firm in connection with the Development shall remain vested in the Firm, the Tenant shall have and is hereby granted an irrevocable non-exclusive royalty-free licence to copy and use the same and to reproduce the information contained in them for the execution, completion, maintenance, letting, advertising, financing extension, reinstatement and repair of the Development. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties with an interest in the



Development. The existence of the licence shall not of itself affect the Firm's liability in respect of matters contained in the material to which the licence relates.

3. The Firm undertakes to the Tenant to maintain for so long as may be necessary to cover its liabilities under this Agreement professional indemnity insurance with a UK insurer of good repute in the amount of not less than [ten million pounds (£10,000,000)] each and every claim, in respect of any negligence by the Firm and provided that such insurance continues to be available in the insurance market at commercially reasonable premium rates. The liability, if any, of the Firm under or in connection with this Deed whether in contract or tort or for breach of statutory duty or otherwise for any claim arising or which may arise out of or in connection with pollution or contamination shall be limited to the amount of the limit of indemnity under the Firm's professional indemnity insurance policy in respect of such claims. As and when it is reasonably requested to do so by the Tenant the Firm shall produce for inspection sufficient documentary evidence that its professional indemnity insurance is being maintained. If insurance cover ceases to be available as set out in this Clause or if for any reason the Firm ceases to have insurance cover as required hereunder, the Firm shall forthwith notify the Tenant.
4. The Firm agrees, provided that the Firm is advised of such assignment or charge, that the Tenant may assign or charge the benefit of this Deed to its successors in title without the consent of the Firm being required, but the number of such assignments or charges shall not exceed two in number (and thereafter no further assignments or charges shall be permitted) PROVIDED THAT nothing in this Deed shall entitle the Firm to and the Firm agrees that it shall not raise any defence to any claim made pursuant to this Deed by the Tenant on the grounds that it is not the Tenant named in this Deed or any intermediate owner of the Tenant's interest who has suffered the loss in respect of which such claim is made or that the claimant is not itself the Tenant named in this Deed.
5. No proceedings or action may be commenced for breach of this Deed after the expiry of twelve years from the date of practical completion of the Development as certified under the building contract or twelve years from the date when the Firm shall have ceased to provide Services under the Appointment, whichever is the sooner.
6. No person may enforce any term of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this Deed has been executed as a Deed by the parties hereto the day and year first before written.

Executed as a Deed by Davis Langdon LLP )  
acting by:- )

Member:

Member:

THE COMMON SEAL of [Tenant] was )  
hereunto affixed in the )  
presence of:- )

Director

Director/Secretary

EXECUTED as a Deed by )  
KING'S CROSS CENTRAL LIMITED )  
PARTNERSHIP )  
acting by its general partner KING'S )  
CROSS CENTRAL GENERAL PARTNER )  
LIMITED acting by two directors or a director )  
and a secretary: )

Director

Director/Secretary

SCHEDULE 8

COLLATERAL WARRANTY  
CONTRACTOR TO TENANT

DATED

20

[THE CONTRACTOR] (1)

[THE TENANT] (2)

COLLATERAL WARRANTY

relating to a project at

[ ]

**DATED**

20

**PARTIES:**

- (1) [The Contractor] of [address]; and
- (2) [The Tenant] of [address].

**RECITALS:**

- (A) By the Contract, the Employer has employed the Contractor to design and carry out the Works.
- (B) The Tenant will enter or has entered into a lease or an Deed for the grant of a leasehold interest in the Property.

**OPERATIVE PROVISIONS:**

In consideration of the payment by the Tenant to the Contractor of the sum of one pound (£1) receipt of which is hereby acknowledged, it is agreed as follows:

1. **Interpretation**

- 1.1 In this Deed the following words and expressions shall, where the context so admits, be deemed to have the following meanings :-

**the “Contract”**

means the contract for the design and carrying out of the Works dated the [ ] between the Employer (1) and the Contractor (2);

**the “Contractor”**

means the person named as the first party above;

the "Employer"

means King's Cross Central Limited Partnership (acting by King's Cross Central General Partner Limited);

the "Property"

means the [land at [address of building] on which the Works are to be constructed;

the "Proprietary Material"

means all documents, drawings, plans, schedules, reports, specifications, details, calculations, levels and setting-out dimensions and the designs contained in them which have been or are to be written, originated or made by or provided on behalf of the Contractor for the Works;

the "Tenant"

means the person named as the second party above who will enter or has entered into a lease or an Deed for the grant of a leasehold interest in the Property and includes the Tenant's successors in title and assigns;

the "Works"

means the works designed or to be designed and carried out or to be carried out for the development of the Property, as more particularly defined and described in the Contract.

- 1.2 The clause headings in this Deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3 Words importing the singular meaning include, where the context so admits, the plural meaning and vice versa.

1.4 Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner.

1.5 References to a clause or a schedule are to a clause or schedule of this Deed.

## 2. Contractor's Warranties

2.1 The Contractor acknowledges, warrants to and covenants with the Tenant as follows:-

(a) that he has exercised and will continue to exercise:-

(i) in the exercise of his duties and responsibilities pursuant to and within the scope of his employment under the Contract;

(ii) in relation to the design of the Works;

(iii) in the selection of materials and goods therefor; and

(iv) in the satisfaction of any performance specification or requirement referred to in the Contract

all skill, care and diligence reasonably to be expected of a professional, properly qualified and competent contractor experienced in the disciplines and activities to which the Contract relates and in carrying out work of a similar size, type, scope and complexity to the Works **Provided Always That** notwithstanding any obligation or liability under this Deed, the Contractor shall have no greater design responsibility than one of exercising and continuing to exercise all skill, care and diligence reasonably to be expected of a properly qualified and competent professional consultant experienced in the disciplines and activities to which the Contract relates and in carrying out work of a similar size, type, scope and complexity to the Works;

(b) that the Works have been and will be carried out and completed in a good, substantial and workmanlike manner using sound materials and goods of good quality and in accordance with the Contract;

- (c) that he has observed and performed and will continue to observe and perform all the terms and obligations on the Contractor's part to be observed and performed under the Contract;
- (d) unless otherwise instructed or specified in the Contract, the Contractor further warrants to the Tenant that it has selected and shall select materials for use in the Works in accordance with the guidance contained in the publication "Good Practice in the Selection of Construction Materials" (2011: British Council for Offices, as may be amended or updated from time to time) and that none of the following have been or will be specified by him for use and will use best endeavours to ensure that they will not be used in the construction of the Works:
  - (i) high alumina cement or high alumina concrete in structural elements;
  - (ii) wood wool slabs in permanent form work to concrete or in structural elements;
  - (iii) calcium chloride in admixtures for use in reinforced concrete;
  - (iv) calcium silicate bricks or tiles;
  - (v) aggregates for use in reinforced concrete which do not comply with the requirement of British Standard 12620:2002 and aggregates for use in concrete which do not comply with the relevant provisions of British Standard 8110 (1985) and BS 8110-1 (1997);
  - (vi) asbestos or asbestos-based products of whatever nature;
  - (vii) lead or any products containing lead for use in connection with drinking water;
  - (viii) urea formaldehyde foam;
  - (ix) materials which are generally composed of mineral fibres either man-made or naturally occurring which have a diameter of 3 microns or less and a length of 200 microns or less or which contain fibres not sealed or otherwise stabilised to ensure that fibre migration is prevented;

- (x) structural concrete mix constituents susceptible to a deleterious alkali silica reaction;
  - (xi) other materials or substances not in accordance with current British Standard specifications and Codes of Practice (or if none, good building practice) at the time of specification and use;
  - (xii) any other substance, material, building practice or technique generally known or considered in the industry at the time of specification and use to be deleterious to health and safety, the environment or to the durability of the property comprised in the Works and/or the other structures and/or finishes and/or plant machinery in the particular circumstances in which they are used;
- (e) that all materials and substances which are approved by the British Board of Agreement or other appropriate certifying authority shall be specified for use in the approved manner;
- (f) that the Works when completed will comply with the Development Control Requirements and the Statutory Requirements as defined in the Contract.

2.2 The Tenant shall be deemed to have relied and to rely upon the warranties given by the Contractor under this Deed, and its reliance thereon shall not be regarded as diminished by reason of it having made (or procured others to make) inspection or enquiries in respect of matters to which such warranties relate.

### 3. Licence to Use Plans

The Contractor hereby grants to the Tenant an irrevocable, royalty-free, non-exclusive licence to use and reproduce any or all of the Proprietary Material for any purpose whatsoever connected with the Works and/or the Property including, but without limitation, the execution, completion, repair, maintenance, modification, extension, letting, sale, advertisement, reinstatement repair and use thereof, provided that no designs contained in the Proprietary Material shall be used for an extension of the works and/or Property. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties. The Contractor shall, if so requested by the Tenant at any time execute such documents and perform such acts as may be



reasonably required fully and effectively to pass to the Tenant the rights referred to in this clause. The Contractor shall procure for the Tenant the benefit of such a licence in respect of any such information as aforesaid as may be prepared by any sub-contractor, supplier or consultant to the Contractor. The existence of the Licence shall not of itself affect the Contractor's liability in respect of the Proprietary Material. The Contractor shall have no liability for use of the Proprietary Material other than for the purpose for which it was originally prepared.

4. Moral Rights

The Contractor acknowledges that he is the author as referred to in the Copyright Design and Patents Act 1988 of such of the Proprietary Material which he has prepared and waives any moral rights which he might otherwise be deemed to have under Chapter IV of the said Act in respect of such Proprietary Material and the Works.

5. [Site Contamination]

Where and to the extent that the Contract requires the Contractor to investigate, test and report to the Employer in respect of the condition of the site of the Works, the relevant soil conditions, any contamination thereof and any remedial steps taken in connection therewith, and to confirm or certify the result of such investigations and tests, and/or to confirm or certify to the Employer that the said site and soil is free from contamination (the "Clean Site Services") the Contractor undertakes additionally to provide the Clean Site Services directly to the Tenant on the basis that the Tenant and any successor in title to the Tenant or Tenant's assignee may rely on the same.]<sup>1</sup>

6. Assignment

The Tenant shall be entitled without consent to assign or transfer the benefit of this Deed or any rights hereunder or interest herein and the Tenant's immediate assignee shall be similarly entitled but no further assignment or transfer shall be permitted.

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<sup>1</sup> Subject to such rights being contained in underlying contract, where appropriate.

7. Professional Indemnity Insurance

The Contractor shall take out and maintain for a period expiring no earlier than 12 years after Practical Completion of the Works (as defined in the Contract) professional indemnity insurance with a limit of indemnity of not less than [£10,000,000]<sup>2</sup> for [any one claim] [in the aggregate] in respect of any negligence, omission or default on the Contractor's part in the performance or observance of his professional obligations in respect of the design of the Works under this Deed provided always that such insurance is available at commercially reasonable rates. Such insurance will be with reputable insurers carrying on business in the United Kingdom. As and when required by the Tenant, the Contractor shall produce for inspection sufficient documentary evidence that the said insurance is being properly maintained.

8. Liability for Delay

Notwithstanding any other provision of this Deed to the contrary the Contractor shall have no liability to the Tenant for any delay in the completion of the Works.

9. Limitation

Notwithstanding any provision to the contrary contained in this Deed:-

9.1 the Contractor shall have no liability to the Tenant by virtue of this Deed which is greater or of longer duration than if the Tenant had been named as joint employer under the Contract (but provided that nothing in this Deed shall entitle the Contractor to and the Contractor agrees that it shall not raise any defence to any claim made pursuant to this Deed by the Tenant or any assignee or successor in title to the Tenant on the grounds that it is not the Employer or the Tenant named in this Deed who has suffered the loss in respect of which such claim is made or that the claimant is not itself the Tenant named in this Deed);

9.2 the Contractor shall be entitled in any action or proceedings by the Tenant to rely on any limitation in the Contract and it shall have available to it all defences, (but excluding set-off and counterclaim) as would be available to it against the Employer under the Contract as if the Tenant had been the Employer under the Contract; and

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<sup>2</sup> P.I to reflect underlying contract.

9.3 The Contractor shall not be liable to the Tenant for any economic or consequential loss including lost profit for which the Contractor might otherwise be liable whether under the terms hereof or howsoever otherwise PROVIDED ALWAYS that for the purposes of this Deed economic loss shall not be deemed to include the cost of rectifying any defect in the Works.

9.4 No action or proceedings for any breach of this Deed shall be commenced against the Contractor after the expiry of 12 years following Practical Completion of the Works under the Contract.

10. Notices

A notice required to be given under this Deed shall be in writing and shall be deemed to be properly given, if compliance is made with Section 196 of the Law of Property Act 1925 (as amended by The Recorded Delivery Service Act 1962).

11. Third Parties

No person may enforce any term of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.

12. Applicable Law

This Deed shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

EXECUTED AND DELIVERED as a deed on the date of this document.

EXECUTED under the common seal of     )  
the Contractor                                 )

Director

Secretary

EXECUTED under the common seal of     )  
[The Tenant]                                 )

Director

Secretary

**Appendix 2**  
**JCT Amendments**

KING'S CROSS CENTRAL LIMITED PARTNERSHIP (1)

[ ] (2)

JCT Design & Build Contract 2011

Schedule of Amendments<sup>1</sup>

relating to  
[King's Cross Development]<sup>2</sup>

[To be inserted between pages 4 and 5 of the Standard Form]

**This Schedule of Amendments shall be deemed to form part of the Articles of Agreement and the Recitals, Articles of Agreement and the Conditions shall be deemed to be amended as set out below. All references in and to the Recitals, Articles of Agreement and the Conditions shall be to the Recitals, Articles of Agreement and the Conditions as so amended.**

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<sup>1</sup> Updated as at August 2011 to reflect JCT 2011.

<sup>2</sup> Where Tripartite agreement applies, namely GNH Arcading Works, Public Realm Works (KXC), specific Tripartite provisions to be addressed.

## ARTICLES

The Employer shall be **King's Cross Central Limited Partnership** (a limited partnership formed under the provisions of the Limited Partnerships Act 1907 Registered Number LP012617) whose registered office is at 5 Albany Courtyard, Piccadilly, London W1J 0HF acting by its general partner **King's Cross Central General Partner Limited** (Registered Number 6387691) whose registered office is at 5 Albany Courtyard as aforesaid.

## AMENDMENTS TO THE RECITALS

**Third** Delete and insert:

"the Contractor has checked the Employer's Requirements and agrees to accept full responsibility for any design contained in them".

## AMENDMENTS TO THE ARTICLES OF AGREEMENT<sup>3</sup>

**Article 3** Insert additional sentences as follows:

"The Contractor shall fully co-operate and liaise with the Employer's Agent at all times."

**Article 8** Delete.

**Article 9** Delete the words "and (where it applies) to Article 8"

Insert additional Articles:

**Article 10** Upon the execution of this Contract, the Contractor will deliver to the Employer a guarantee duly executed by the ultimate holding company of the Contractor or such other company as the Employer may require, in the form set out in Schedule [8] hereto.

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<sup>3</sup> Consider if additional Article is needed dealing with no cross-default.

Article 11            The Contractor may appoint (with the Employer's consent in writing, such consent not to be unreasonably withheld or delayed) Sub-Consultants (as hereinafter defined) in connection with carrying out the Works.

Article 12            Argent (King's Cross) Limited ("**Argent**") has been appointed to act as the Employer's development manager in connection with the Works and the Employer has authorised Argent to act on its behalf under this Contract and to receive all notices, applications or other documents from the Contractor under this Contract.

#### THE CONTRACT PARTICULARS

The Contract Particulars will be amended or completed (as the case may be) as follows:

##### **Part 1 of the Contract Particulars**

Sixth Recital:                      Insert "Not applicable".

Seventh Recital and  
Part 1 of Schedule 2

Site Manager	Paragraph 1 does not apply
Named Sub-Contractors	Paragraph 2 does not apply
Bills of Quantities	Paragraph 3 does not apply
Valuation of Changes - Contractor's estimates	Paragraph 4 applies [as amended by the Procedure for Change Request Approval and Control]
Loss and expense - Contractor's estimates	Paragraph 5 applies

Seventh Recital and  
Part 2 of Schedule 2

Acceleration Quotation	Paragraph 6 applies
Collaborative Working	Paragraph 7 does not apply
Health and safety	Paragraph 8 applies



Cost savings and value improvements	Paragraph 9 applies
Sustainable development and environmental considerations	Paragraph 10 applies
Performance indicators and monitoring	Paragraph 11 does not apply
Notification and negotiation of disputes	Paragraph 12 applies

Delete the entry for Article 8.

In the entry for clause 1.7, add "care of Argent (King's Cross) Limited, 5 Albany Courtyard, Piccadilly, London and fax number 020 7734 4474"

Delete the entry for clause 2.17.3.

In the entry for clause 2.29.2, insert "and pro rata for any part thereof" after the space following "per" on each occasion it appears.

In the entry for clause 2.35, the period is 12 months, in each case.

In the entry for clause 4.6, delete "applies/" and "is/".

In the entry for clause 4.7, delete "by stages in accordance with Alternative A (clause 4.13)/".

Delete the entries for clause 4.15.4 and clause 4.15.5.

Delete the entry for clause 4.18.1.

Delete the entries for clause 4.19 and Schedule 7.

Delete the entry for clause 6.4.1.2.

Insert a new entry for clause 6.4.3 as follows:

"6.4.3	Employer's insurance: injury to persons or property - insurance cover ( <i>for any one occurrence or series of occurrences arising out of one event</i> )	£[25,000,000]"
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Delete the entry for clause 6.5.1

In the entries for clause 6.7 and Schedule 3:

Insurance of the Works - Insurance Options will be completed as follows:

"Insurance Option B\* applies for new buildings

Insurance Option C\* applies for works in or extensions to existing structures"

(\* delete as appropriate)

Percentage to cover professional fees will be completed as follows:

"An amount the Employer considers reasonable to cover professional fees"

The entry for the Annual renewal date of insurance will be deleted.

In the entry for 6.10 insert [\*\*\*]<sup>4</sup>.

In the entry for clause 6.12, delete "in the aggregate for any one period of insurance<sup>5</sup>"; in the first blank, insert "£[10 million]<sup>6</sup>"; in the entries for pollution, contamination and asbestos claims, insert "the full amount of indemnity cover stated above" and delete "is not required" ; and delete "6 years/" and "      years (not exceeding 12 years".

In the entry for clause 6.14, delete "/does not apply" and "/No"

In the entry for clause 6.17, delete "the Employer/"

In the entry for clause 9.2.1, delete all references to nominating bodies other than "Royal Institution of Chartered Surveyors".

Delete the entry for clause 9.4.1.

## Part 2 of the Contract Particulars:

Section (A) is completed as follows:

Name, class or description of person	The part of the Works to be purchased or let	State in each case which of clause 7A or 7C is to apply
First Purchaser or First	The whole or any part	In respect of a Purchaser or

<sup>4</sup> Argent to confirm

<sup>5</sup> To be confirmed per contractor

<sup>6</sup> To be confirmed per contract

Purchasers of whole or any part of the property at which the Works are undertaken;	of the Works.	Purchasers, clause 7C.
First Tenant or First Tenants of whole or any part of the property at which the Works are undertaken; and		In respect of a tenant or Tenants, clause 7C.
The Freeholder.		In respect of the Freeholder, clause 7C.
British Waterways Board		In respect of British Waterways Board, clause 7C

Delete Section (B).

Section (C) is completed as follows "any Funder, the Secretary of State for Transport, Network Rail Infrastructure Limited ("Network Rail"), London & Continental Railways Limited and any legal owner or company holding a legal interest in the property comprising the site of the Works."<sup>7</sup>

In Section (D), delete "clause 7B (Third Party Rights) applies/".

Complete Section (E) as follows:

Sub-contractors from whom warranties maybe required	Types of warranty required from each sub-contractor	Level of Professional Indemnity insurance required (if applicable)
<p>The following sub-consultants:</p> <p><i>[insert name]</i> (the "Architect");</p> <p><i>[insert name]</i> (the "Mechanical and Electrical Engineer");</p> <p><i>[insert name]</i> (the "Civil and Structural Engineer").</p> <p><i>[The following sub-contractors]</i>.<sup>8</sup></p>	Funders, Purchasers, Tenants, Freeholders	<i>[£5,000,000]</i> <sup>9</sup>

ATTESTATION CLAUSE The Contract will be executed as a deed.

<sup>7</sup> Always check any other party to whom warranty may be required.

<sup>8</sup> To be completed.

<sup>9</sup> Client to confirm amount.

[King's Cross Central Limited Partnership to execute as a deed by its general partner King's Cross Central General Partner Limited]

AMENDMENTS TO THE CONDITIONS

Clause to be amended	Amendment
Clause 1.1	<p>In the definition of "Interest Rate", remove "5%" and replace with "4%".</p> <p>Delete the defined term Fluctuations Options A, B and C and its definition.</p> <p>Insert a new definition as follows:</p> <p>"Freeholder: any trustee who holds a legal interest in the freehold or headlease of the property comprising the site of the Works or its successors in title."</p> <p>Delete the definition of Funder and replace with the following:</p> <p>"any person, firm, company or bank (whether one or more in number) who intends to enter into an agreement or agreements for the provision of finance in connection with the Works or any part or parts thereof (or in connection with the site) and includes the Fund's successors in title, transferees and assigns."</p> <p>Insert a new definition as follows:</p> <p>["Procedure for Change Request Approval and Control: means the document contained in [ ] of the Employer's Requirements."]<sup>10</sup></p> <p>Insert a new definition as follows:</p> <p>"Proprietary Materials: all documents, drawings, plans, schedules, reports, specifications, details, levels and setting-out dimensions and the designs contained in them which have been or are to be</p>

<sup>10</sup> Insert this and clause 5A if Davis Langdon procedure is being implemented.

	<p>written, originated or made or provided by the Contractor for the Works;"</p> <p>Delete the definition for Purchaser and replace with the following:</p> <p>"any person or persons who purchases, agrees to purchase or receives a transfer of:</p> <p>(a) any legal or beneficial interest in; or</p> <p>(b) any company or shares in any company holding a legal or beneficial interest in;</p> <p>the property comprising the site of the Works or any non-residential part or parts thereof."</p> <p>Delete the defined term Retention Percentage and its definition;</p> <p>Insert a new defined terms as follows:</p> <p>"Sub-Consultant: any consultant appointed by the Contractor to assist them in the carrying out of the Works.</p> <p>Sub Contractor: any sub-contractor or supplier (of whatsoever tier) from time to time employed or engaged in connection with the Works."</p> <p>Delete the definition of Tenant and replace with the following:</p> <p>"each person, firm or company who intends to or has entered into a lease or an agreement for the grant of a leasehold interest in the property comprising the site of the Works or any part or parts thereof."</p> <p>Insert a new defined term as follows:</p> <p>"Third Party Agreements: See <b>clause 2.17B.</b>"<sup>11</sup></p>
Clause 1.6	Delete and replace with "No person may enforce any term of this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999".
Clause 1.8.1.1	Delete and replace with "[Number not used]".

<sup>11</sup> Asset Protection Agreement and any other relevant Third Party agreements to be included in Schedule [9], where relevant.

Clause 2.7.4	<p>Insert at the beginning of the clause:</p> <p>"Subject to clause 2.20A," and after "sale of the Works", add "or compliance with any Statutory Requirements".</p>
Clause 2.7A	<p>Insert a new clause as follows:</p> <p>"2.7A The Contractor will from time to time promptly supply to the Employer's Agent such information, drawings and documents as he may from time to time require".</p>
Clause 2.11	<p>Delete the wording in clause 2.11 and replace with the words "[Number not used]".</p>
Clauses 2.12	<p>Delete the wording in clause 2.12 and replace with the words "[Number not used]".</p>
Clause 2.13	<p>After "Contractor", insert "or the Employer".</p> <p>Delete "as is referred to in clause 2.12" and replace with "in any design in the Employer's Requirements"; and</p> <p>Delete "to the Employer, who shall issue instructions in that regard" and replace with "to the other party and such inadequacy, discrepancy or divergence will be dealt with in accordance with clause 2.14."</p>
Clause 2.14	<p>Delete and insert the following:</p> <p>"2.14.1 The Contractor shall be fully responsible for any mistake, inaccuracy, discrepancy or omission that a competent contractor or designer would have identified in or between the Employer's Requirements and/or the Contractor's Proposals and/or any design or work executed by him or by any Sub-Consultant or Sub-Contractor and/or any drawings, details, documents and other information submitted by him in accordance with any drawing or document referred to in clause 2.8.</p> <p>2.14.2 The Contractor shall not have or make any claim for an extension of time under clause 2.23 to 2.26 or for loss and/or expense under clause 4.20 to 4.23 and clause 8.9 and 8.10 shall not have effect where and to the extent that the cause of the</p>

	<p>Works having been delayed, affected or suspended is any such mistake, inaccuracy, discrepancy or omission as is referred to in clause 2.14.1.</p> <p>2.14.3 Any such mistake, inaccuracy, discrepancy or omission as is referred to in clause 2.14.1 shall be corrected by the Contractor, but there shall be no addition to the Contract Sum in respect of such correction or in respect of any instruction of the Employer relating to any such mistake, inaccuracy, discrepancy or omission."</p>
Clause 2.17	<p>Delete and replace with the following:</p> <p>"2.17.1 Notwithstanding the description, drawing or specification of any part of the Works in the Employer's Requirements or in any Change thereto, or any consent, agreement or approval of whatever nature given by the Employer or the Employer's Agent hereunder the Contractor warrants to the Employer that:</p> <ol style="list-style-type: none"> <li>1. he assumes responsibility for the design of the Works (whether the same is included in the Employer's Requirements, any Change or the Contractor's Proposals);</li> <li>2. the Works and all design and workmanship comprised therein shall be fully and properly carried out for the purposes set out in the Employer's Requirements or in any Change thereto; and</li> <li>3. any warranties and undertakings given by the Contractor shall apply as though the Contractor had carried out the whole of the design of the Works.</li> </ol> <p>2.17.2 Without prejudice to any express or implied warranties or conditions or to the generality of the foregoing, the Contractor warrants and undertakes to the Employer that:</p> <ol style="list-style-type: none"> <li>1. he has exercised and will continue to exercise all skill,</li> </ol>

care and diligence reasonably to be expected of a properly qualified and competent professional consultant experienced in the disciplines and activities to which the Contract relates and in carrying out work of a similar size, type, scope and complexity to the Works;

2. the Works and each part of them will, when completed, comply with any performance specification or requirement included or referred to in the Employer's Requirements and/or the Contractor's Proposals or any Change thereto;
3. the Works and each part of them will, when completed, be reasonably fit for the purpose made known or to be reasonably inferred from the Employer's Requirements and/or the Contractor's Proposals or any Change thereto;
4. the Works will comprise only materials and goods which are of sound and satisfactory quality and all workmanship, manufacture or fabrication will be in accordance with the requirements of the Contract;
5. the Works will, when complete, comply with the Development Control Requirements and the Statutory Requirements.

**Provided Always That** notwithstanding any obligation or liability under this Contract, the Contractor shall have no greater design responsibility than one of exercising and continuing to exercise all skill, care and diligence reasonably to be expected of a properly qualified and competent professional Consultant as defined in 2.17.2.1 herewith.

Notwithstanding the generality of the foregoing it is hereby agreed that it shall be a defence to any claim brought against



	<p>the Contractor arising out of the design and/or specification that such is in accordance with practice conventionally accepted as appropriate at the time of execution of the Works having regard to the size, scope and complexity of the Works.</p>
2.17.3	<p>The Contractor's liability for loss of use, loss of profit or other consequential loss arising in respect of the liability of the Contractor referred to in clause 2.17.2 shall be limited to [£10,000,000.00 (Ten Million Pounds)]<sup>12</sup> provided that such limitation of amount shall not apply to or be affected by any damages which under clause 2.29 the Contractor could be required to pay or allow at the rates stated in the Contract Particulars as liquidated and ascertained damages in the event of failure to complete the construction of the Works by the Completion Date.</p>
2.17.4	<p>Except where otherwise specified in the Contract, the Contractor shall select materials for use in the Works in accordance with the guidance contained in the publication "Good Practice in Selection of Construction Materials" (2011: British Council for Offices, as may be updated or amended from time to time) and warrants that materials used in the Works will be in accordance with such guidance. The Contractor further warrants to the Employer that none of the following have been or will be specified by him for use and will use best endeavours to ensure that they will not be used in the construction of the Works:</p> <ul style="list-style-type: none"><li>- high alumina cement or high alumina concrete in structural elements;</li><li>- wood wool slabs in permanent form work to concrete or in structural elements;</li><li>- calcium chloride in admixtures for use in reinforced</li></ul>

<sup>12</sup> To be confirmed per contract.

	<p>concrete;</p> <ul style="list-style-type: none"><li>- calcium silicate bricks or tiles;</li><li>- aggregates for use in reinforced concrete which do not comply with the requirements of British Standard BSEN 12620:2002 and aggregates for use in concrete which do not comply with the relevant provisions of British Standard 8110 (1985) and BS 8110-1 (1997));</li><li>- asbestos or asbestos-based products of whatever nature;</li><li>- lead or any products containing lead for use in connection with drinking water;</li><li>- urea formaldehyde foam;</li><li>- materials which are generally composed of mineral fibres either man-made or naturally occurring which have a diameter of 3 microns or less and a length of 200 microns or less or which contain fibres not sealed or otherwise stabilised to ensure that fibre migration is prevented;</li><li>- structural concrete mix constituents susceptible to a deleterious alkali silica reaction;</li><li>- other products, materials or substances not in accordance with current British or European Standard specifications or Codes of Practice or the recommendations of the Building Research Establishment (or if none, good building practice) at the time of specification and use;</li><li>- any other substance, material, building practice or technique generally known or considered in the industry at the time of specification and use to be</li></ul>
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	<p>deleterious to health and safety, the environment or to the performance or durability of the property comprised in the Works and/or the other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used</p>
2.17.5	<p>The Contractor warrants that materials and substances which are approved by the British Board of Agreement or other appropriate certifying authority shall be specified for use in the approved manner, and provided further that where, in the opinion of the Contractor, the above clause results in any conflict with any relevant Statutory Requirements or where the construction of any part of the Works in accordance with this Contract would be prejudiced through lack of suitable alternatives, then the Contractor shall immediately notify the Employer in writing, specifying the conflict or prejudice which has arisen and the substance which the Contractor wishes to stipulate or use and the Contractor shall not stipulate or use the same without, in each case, the prior written consent of the Employer.</p>
2.17.6	<p>Any reference to the design which the Contractor has prepared or shall prepare or issue for the Works includes reference to any design which the Contractor has caused or shall cause to be prepared or issued by others."</p>
Clause 2.17A	<p>Insert new clause as follows:</p> <p>"2.17A The Contractor has had an opportunity to inspect the physical and other conditions (including the sub-surface conditions) of or affecting the site of the Works and shall be deemed to have fully acquainted himself with the same and to have obtained all necessary information as to any risks, contingencies and other circumstances which may influence or affect the execution of the Works. No failure on the part of the Contractor to discover or foresee any such condition, risk,</p>

	<p>contingency or circumstance, whether or not the same ought reasonably to have been discovered or foreseen by a competent and careful contractor, shall entitle the Contractor to any adjustment of the Contract Sum or to any extension of time. The Contractor shall not and shall not be entitled to rely upon any survey, report or other document prepared by or on behalf of the Employer regarding any such matter as is referred to in this clause 2.17A and the Employer makes no representation or warranty as to the accuracy or completeness of any such survey, report or document. The Employer shall have no liability arising out of or in relation to any such survey, report or document or from any representation or statement, whether negligently or otherwise made, therein contained."</p>
<p>Clause 2.17B</p>	<p>Insert a new clause as follows:</p> <p>"2.17B.1      The Contractor shall have regard to the Employer's obligations which are embodied in the Finance Agreement, any purchase agreement, agreement for lease or any other third party agreement entered into or to be entered into by the Employer and related to the Works such obligations being as set out in the extracts (which will comprise the appropriate drafts or completed documents, as available) ("Third Party Agreements") annexed as Schedule [9]. The Contractor undertakes to the Employer that he has performed and that he will continue to perform his obligations under this Contract in such manner and at such time so that no act, error or omission of the Contractor in relation thereto shall (a) constitute, cause or contribute to any breach by the Employer of any of its obligations under the Third Party Agreements or (b) give rise to any claim or liability on the part of the Employer under any Asset Protection Agreement attached at Schedule 9. [The Contractor acknowledges and shall comply with instructions</p>

	<p>issued by Network Rail under paragraph 9.4 of Section 3 of the Asset Protection Agreement attached at Schedule 9].<sup>13</sup></p> <p>[The Contractor acknowledges and shall comply with instructions issued by [HS1] under paragraph [ ] of the Asset Protection Agreement attached at Schedule 9]<sup>14</sup></p> <p>2.17B.2 The Fund, Purchaser or Tenant (or any person authorised by any of them) shall at all reasonable times have the same access to the Works and to the workshops or other places of the Contractor and subcontractor as the Employer's Agent has under these Conditions. "</p>
<p>Clause 2.17C</p>	<p>Insert a new clause as follows:</p> <p>"2.17C In this clause 2.17C, "Millennium Compliant" shall mean the ability of systems and/or software to operate correctly and without interruption before, during and after January 2000, including without limitation the ability to accurately handle date information and give chronological recognition to calendar dates before, on or after such date without creating any ambiguity as to the relevant century and to recognise that the year 2000 is a leap year.</p> <p>2.17C The Contractor warrants that it has exercised reasonable skill and care to ensure that all systems, plant, equipment, goods, materials and software forming part of the Works are and will remain Millennium Compliant."</p>
<p>Clause 2.20A</p>	<p>Insert a new clause as follows:</p> <p>"2.20A The Contractor hereby grants to the Employer an irrevocable, royalty-free, non-exclusive licence to use and reproduce any or all of the Proprietary Material for any purpose whatsoever connected with the Works including, but without limitation, the execution, completion, maintenance, modification, letting,</p>

<sup>13</sup> Only to be included where Asset Protection Provisions apply

<sup>14</sup> Only where HS1/CTRL APA provisions apply

	<p>sale, advertisement, reinstatement repair and use thereof. Such licence shall enable the Employer to copy and use the Proprietary Material all purposes relating to the Works, including without limitation its construction, completion, reconstruction, modification, repair, use, reinstatement, alteration, letting, sale and advertisement but shall not entitle the Employer to reproduce any design for an extension to the Works. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties. The Contractor shall, if so requested by the Employer, at any time execute such documents and perform such acts as may be required fully and effectively to pass to the Employer the rights referred to in this clause. The Contractor shall procure for the Employer the benefit of such a licence in respect of any such information as aforesaid as may be prepared by any Sub-Contractor, supplier or Sub-Consultant to the Contractor. The Contractor shall not be liable for any use by the Employer, its sub licencees, its transferees of third parties of any of the Proprietary Material for any purpose other than that for which the same were prepared by or on behalf of the Contractor."</p>
<p><b>Clause</b> <b>2.20B</b></p>	<p>Insert a new clause as follows:</p> <p>"2.20B        The Contractor acknowledges that he is the author as referred to in the Copyright, Designs and Patents Act 1988 of the Proprietary Material and waives any moral rights which he might otherwise be deemed to have under Chapter IV of the said Act in respect of the Proprietary Material and the Works."</p>
<p><b>Clause</b> <b>2.26.2.1</b></p>	<p>Delete "2.13"</p>
<p><b>Clause</b> <b>2.26.4</b></p>	<p>Delete the words "with clause 3.15.1 or"</p>
<p><b>Clause</b> <b>2.27A</b></p>	<p>Insert a new clause as follows:</p> <p>"2.27A        The Employer's Agent may issue the written statement to the effect that the Works have reached Practical Completion in accordance with clause 2.27 notwithstanding any snagging</p>

	<p>works provided that such statement shall not be issued until:</p> <ol style="list-style-type: none"> <li>.1 the building comprised within the Works is available for the Tenant's occupation, notwithstanding that the Tenant's works may not be complete;</li> <li>.2 the mechanical, electrical and public health installations forming part of the Works have been fully tested and commissioned and are working in accordance with their design parameters insofar as may be determined taking account of the external ambient conditions appertaining at the time of testing;</li> <li>.3 the working manuals and drawings, the health and safety file as required in the CDM Regulations and test certificates for the electrical installation (including lifts) relating to the Works have been issued and the systems have been demonstrated to those parties nominated by the Employer;</li> <li>.4 the Works have been pre-snagged and the items have been substantially remedied;</li> <li>.5 no item of the Works remains incomplete or inoperative other than to a minor extent;</li> <li>.6 the keys for all locks are individually labelled indicating their location and shall be stored in a lockable cabinet and handed to the Employer's Agent for his inspection</li> </ol> <p>and further provided that the said snagging works are carried out as soon as practicable after Practical Completion.</p>
Clause 2.29.2	Insert after "practical completion of the Works or that Section", "or for any part of that period".
Clause 2.38.2	Delete.
Clause 3.1	Delete final sentence.

Clause 3.2	<p>Delete and replace with the following:</p> <p>"The Contractor shall constantly keep upon the Works a competent person-in-charge being the person named as such in the Contract Particulars or such other person as the Employer may have first approved in writing. The Employer shall be entitled, after consultation with the Contractor, to request the removal of any such person if, in the Employer's opinion, his performance or conduct is or has been unsatisfactory and the Contractor shall promptly remove such person and replace him with such other person as the Employer shall first have approved in writing. As and when reasonably requested to do so by the Employer the aforesaid person-in-charge and such other of the Contractor's servants, agents, suppliers, sub-contractors or consultants as may from time to time be necessary shall attend meetings convened by the Employer in connection with the Works."</p>
Clause 3.8	<p>Delete from "and the Employer shall forthwith comply" in the first sentence to the end of the clause 3.8 and replace with:</p> <p>"The Employer shall forthwith comply with any such request and the Contractor shall, notwithstanding such request, comply with the said instruction. Unless it is subsequently decided in any proceedings that the provision specified by the Employer in answer to the Contractor's request does not empower the issue of the said instruction, then the issue of the same shall be deemed for all the purposes of this Contract to have been empowered by the provision of the Conditions so specified by the Employer."</p>
Clause 3.9.1	<p>Delete " or which makes necessary ... the design of the Works" in clause 3.9.1 and replace with "contrary to legislation or would be detrimental to the structural integrity of the Works".</p>
Clause 3.9A	<p>Insert a new clause as follows:</p> <p>"The Contractor shall comply with the procedures relating to Changes in accordance with his obligations as set out in clause 2.17B.1."</p>
Clause 4.2.2.3	<p>Delete "and any amounts allowable to the Employer under whichever Fluctuations Option applies".</p>
Clause	<p>Delete the wording and replace with "[Number not used]".</p>



4.2.3.6	
Clause 4.8.1	Delete the word "Employer" in line 1 and replace with the words "Employer's Agent":
Clauses 4.8.2 and 4.8.3	In the final sentence of each sub-clause, delete "Employer" and replace with "Employer's Agent".
Clause 4.9.1	Delete and replace with the following:  "The final date for payment of an Interim Payment shall be 17 days from its due date."
Clause 4.9.2	Delete "5 days" and replace with "3 days". Delete "given by the Employer" and replace with "given by the Employer's Agent".
Clause 4.9.4	After "as the case may be" delete "he shall not later than 5 days" and replace with "the Employer's Agent shall not later than 5 days"
Clause 4.13.1.2	Delete "but excluding any amounts referred to in clause 4.13.2.4."
Clause 4.13.2.4	Delete and replace with "[Number not used]".
Clause 4.14.1.1	Delete from ", together, where applicable, with any adjustment of that value under Fluctuations Option C" to "clause 4.14.2.4".
Clause 4.14.2.4	Delete and replace with "[Number not used]".
Clause 4.14.2.5	Delete and replace with "[Number not used]".
Clause 4.14.3.2	Delete and replace with "[Number not used]".
Clause 4.16.2	Delete and insert:  "Notwithstanding the nature of the Employer's interest in the retention in accordance with clause 4.16.1 the Employer shall be under no express or implied obligation to place the same in a separate designated bank account, but shall be entitled to use any income derived from it for its own purposes."
Clause 4.18	Delete and replace with the following:  "The Retention which the Employer may deduct and retain as referred to in clause 4.7.2.1 is £[ ] subject to the following:

	<p>4.18.1 The said Retention may only be made from amounts due on or after Practical Completion.</p> <p>4.18.2 The said Retention shall be released within a reasonable period of the date of issue of the Notice of Completion of Making Good."</p>
Clause 4.19	Delete and replace with "[Number not used]"
Clause 4.20	<p>After "or is being incurred shall be ascertained" insert: " by the Employer or by the Employer's Agent on his behalf".</p> <p>At the end of clause 4.20.2, insert a new clause 4.20.3 as follows:</p> <p>"4.20.3 The Contractor shall constantly use all reasonable endeavours to prevent or minimise any direct loss and/or expense."</p>
Clause 4.24	<p>Insert a new clause 4.24 as follows:</p> <p>"4.24 Except for any insurance monies to which the Contractor is expressly entitled under this Contract or for any extension of time granted as a consequence of a Relevant Event identified in clause 2.26.9, the Contractor shall have no right to payment, to extension of time or to determine his employment under the Contract connected with any circumstances which might otherwise give rise to such a right if the circumstances arise as a result of breach of this Contract, negligence or other default by or on behalf of the Contractor."</p>
[Clause 5.3A	<p>Insert a new clause as follows:</p> <p>"5.3A.1 The parties shall comply with the procedures set out in the [Procedure for Change Request Approval and Control]<sup>15</sup> in respect of any Change".</p> <p>5.3A.2 Any comment or approval provided by the Employer or on its behalf or by the Employer's Agent under the [Procedure for Change Request Approval and Control] shall not relieve the Contractor of its obligations under this Contract, nor is it an</p>

<sup>15</sup> Check with Argent/DL.

	acknowledgement by or on behalf of the Employer that the Contractor has complied with such obligations".] <sup>16</sup>
Clause 6.3A	<p>Insert new clause as follows:</p> <p>"6.3A.1 The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, costs, claims and proceedings whatsoever resulting from any public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of or in the course of or caused by the carrying out of the Works or of any obligation pursuant to clause 2.27, save only where such nuisance or interference is the consequence of an instruction, negligence or default of the Employer (which is not itself the result of any negligence, default or breach of contract by or on behalf of the Contractor or any sub-contractor or supplier) and could not have been avoided by the Contractor using all reasonable and practical means.</p> <p>6.3A.2 Without prejudice to the Contractor's obligations under clause 6.3A.1, the Contractor shall ensure that there is no trespass on or over any adjoining or neighbouring property arising out of or in the course of or caused by the carrying out of the Works or of any obligation pursuant to clause 2.27. If the carrying out of the Works or of any obligation pursuant to clause 2.27 is likely to necessitate any interference (including, without limitation, the oversailing of tower crane jibs) with the rights of adjoining or neighbouring owners or occupiers), then the Contractor shall, at no cost to the Employer, obtain the prior written agreement of such owners and/or occupiers thereto, and such agreement shall be subject to the approval of the Employer before execution. The Contractor shall comply in</p>

<sup>16</sup> Use if DL procedure being implemented.

	every respect with any conditions contained in any such agreement."
Clause 6.4.1	<p>Delete and replace with the following:</p> <p><b>"Contractor's Insurance of his liability to his employees</b></p> <p>Without prejudice to his obligations to indemnify the Employer under clauses 6.1 and 6.2, the Contractor shall take out and maintain insurance in respect of claims for personal injury to or death of any employee of the Contractor arising out of and in the course of such person's employment which shall comply with all relevant legislation."</p>
Clause 6.4.3	<p>Delete and replace with the following</p> <p><b>"Employers Public Liability Insurance</b></p> <p>Without prejudice to the Contractor's obligations to indemnify the Employer under clauses 6.1 and 6.2, the Employer shall take out and maintain a Joint Names Policy against liabilities for death of or injury to any person (other than any person in the employment of the Employer or the Contractor) or loss of or damage to any property (other than the Works, work executed, Site Materials or other property of the Employer or the Contractor) arising out of the performance of the Contract, for a sum not less than that stated in the Contract Particulars for any one occurrence or series of occurrences arising out of one event. The Employer shall not be responsible for any amounts in excess of the sum insured or any retained liability or risks not insured or excluded by the terms, exceptions or conditions of such insurance.</p> <p>The Employer shall provide to the Contractor on request documentary evidence of the insurance taken out and maintained by the Employer under this clause."</p>
Clause 6.6A	<p>Insert new clause as follows:</p> <p>"6.6A [Save where the Contractor maintains professional indemnity insurance on an aggregate basis].<sup>17</sup> The insurance policies which the Contractor is required to take out and maintain under clauses 6.4 and 6.5 shall contain no limit on the number of claims which</p>

<sup>17</sup> To extent contractor has aggregate P.I. policy

	may be made thereunder."
Clause 6.8 <sup>18</sup>	<p>Delete the definition of Joint Names Policy and replace with the following:</p> <p>"A policy of insurance which includes the Contractor and any other one or more third persons specified in writing by the Employer to the insurer, being persons having or acquiring an interest in or mortgage or charge over the whole or any part of the Works and/or the site and the Employer as the insured and such other persons as the Employer may reasonably require including without limitation any person providing finance in connection with the Works."</p> <p>Insert a new defined term as follows:</p> <p>full reinstatement value:      The value of re-instating the Works after damage having due regard to inter alia:</p> <ul style="list-style-type: none"> <li>.1      any temporary Works required;</li> <li>.2      removal of debris;</li> <li>.3      the need to comply with then current Building Regulations, Codes of Practice and the like;</li> <li>.3      inflationary effect of the passing of time;</li> <li>.4      effect of inflation on cost of executing Works outstanding at the occurrence of the insured event.</li> </ul>
Clause 7.1	<p>Delete and replace with the following:</p> <p>"The Contractor shall not, without the prior written consent of the Employer, assign this Contract. The Employer may, without the consent of the Contractor being required, by written notice to the Contractor, assign or charge its entire rights under this Contract without consent by way of security, to any financier, to the development partnership which owns the land upon which the Works are situated or to any group company of the</p>

<sup>18</sup> Argent insurance to consider amendments to clause 6.8, new clause 6.10 and amendments to JCT 2005 clause 6.10 (now renumbered as clause 6.11)

	Employer (meaning a company which is a subsidiary, a Holding Company (as defined in the Companies Act 2006) or a company that is a subsidiary of the ultimate Holding Company of that relevant company). The Employer may otherwise assign the benefit of this Contract on two occasions only. The Employer may transfer its entire obligations under this Contract to the Fund or the Freeholder, or the Purchaser and with the prior consent of the Contractor (not to be unreasonably withheld or delayed).
Clause 7.2	Delete and replace with "[Number not used]"
Clause 7.3	Delete and replace with "[Number not used]"
Clause 7A	Delete and replace with "[Number not used]"
Clause 7B	Delete and replace with "[Number not used]"
Clause 7C	<p>In the clause heading delete "- Purchasers and Tenants" and replace with "- Purchasers and Tenants and the Freeholder and British Waterways Board";</p> <p>After "or Tenant" insert "or the Freeholder or British Waterways Board" on each occasion it appears; and</p> <p>Delete "in the form CWa/P&amp;T, completed in accordance with the P&amp;T Rights Particulars" and replace with "in the respective form set out in Schedule 8".</p>
Clause 7D	<p>After each appearance of "Funder" add "or any other third party"; and delete "in the form CWa/F, completed in accordance with the Funder Rights Particulars" and replace with "in the respective form set out in Schedule 8"</p>
Clause 7E	<p>After "Tenant" insert ", Freeholder" on each occasion it appears.</p> <p>Delete "in the form SCWa/P&amp;T or SCWa/F (as the case may be) ... in accordance with Part 2 of the Contract Particulars" and replace with "in substantially the same form (subject to amendments approved by the Employer) as the respective form set out in Schedule 8".</p>
Clause 8.6	<p>After "acting on his behalf", insert "or associated with him".</p> <p>At the end of the clause, after the full stop, insert "For the purpose of this clause 8.6, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Contractor includes, but is not limited to, any sub-</p>

	contractor of the Contractor."
Clause 9.3	Delete and replace with "[Number not used]"
Clause 9.4	Delete and replace with "[Number not used]"
Clause 9.5	Delete and replace with "[Number not used]"
Clause 9.6	Delete and replace with "[Number not used]"
Clause 9.7	Delete and replace with "[Number not used]"
Clause 9.8	Delete and replace with "[Number not used]"

### SCHEDULES

#### SCHEDULE 3:

##### **Insurance Option B**

New Buildings - All Risks Insurance of the Works by the Employer

##### **Clause B.3.2**

Delete "paragraph B.3.5 and" from the first line

##### **Clause B.3.4**

Add "The Employer may retain from the monies paid by the insurers the amount properly incurred by the Employer in respect of professional fees up to the amount paid by insurers in respect of those fees."

##### **Clause B.3.5**

Delete existing clause B.3.5

Add new clause B.3.5

"In respect of the restoration, replacement or repair of such loss or damage and (when required) the removal and disposal of debris, the Contractor shall not be entitled to any payment other than of monies received under the Joint Names Policy."

##### **Insurance Option C**

Insurance by the Employer of Existing Structures and Works in or Extensions to them.

**Clause C.4.2**

Delete "paragraph C.4.5.2 and" from the first line

**Clause C.4.3**

Add "The Employer may retain from the monies paid by the insurers the amount properly incurred by the Employer in respect of professional fees up to the amount paid by insurers in respect of those fees."

**Clause C.4.4**

Delete "either Party" on the first occasion it appears and replace with "the Employer". In clause C.4.4.1, delete "either Party" and replace with "the Contractor".

**Clause C.4.5.2**

Delete existing clause C.4.5.2

Add new clause C.4.5.2

"In respect of the restoration, replacement or repair of such loss or damage and (when required) the removal and disposal of debris, the Contractor shall not be entitled to any payment other than of monies received under the Joint Names Policy."

SCHEDULE 5: Delete and replace with "[Number not used]"

SCHEDULE 7: Delete and replace with "[Number not used]"

SCHEDULE 8: Add new Schedule 8 and attach forms of warranty and parent company guarantee required.

SCHEDULE 9: Third Party Agreements



**SCHEDULE 5**

**AGREED HOUSING DELIVERY PURSUANT TO SCHEDULE NN OF THE AGREEMENT**

The Common Seal of **The Mayor and  
Burgesses of the London Borough of  
Camden** was affixed to this Deed in the  
presence of:

)  
)  
)  
)

Authorised Signatory



Executed by **King's Cross Central  
(Trustee No. One) Limited** in the  
presence of :-

)  
)  
)

Director



~~Director/Secretary~~



Executed by **King's Cross Central  
(Trustee No. Two) Limited** in the  
presence of :-

)  
)  
)

Director



~~Director/Secretary~~



S106 Deed of Variation in Respect of P1: Schedule 5 - Agreed Housing Delivery Pursuant to Schedule NN of the Agreement

Building	No. of Affordable Units																		
	Social Rented										Intermediate								
	500										250								
	General Needs Social Rented										Specialist Social Rented								
	412										88								
	Unit Sizes (Net Internal)										Key Worker Sub-Market Rented								
Built/Under Construction	1 bed	2 bed	2 Bed	3 Bed	4 Bed	1 Bed	Studio	1 bed	2 bed	2 bed	1 bed	2 bed	2 bed	1 bed	2 bed	2 bed	1 bed	2 bed	2 bed
	48m2	61 m2	68 m2	84m2	93m2	48m2	25 m2	42m2	51m2	61m2	42m2	51m2	61m2	42m2	51m2	61m2	42m2	51m2	61m2
	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.
	87	80	80	125	40	88	84	21	9	0	24	8	8	29	8	13	26	8	12
	R4 is equivalent of										R5(North) is equiv. of								
	16	13	11	23	15	21	19	10	4	0	0	0	0	0	0	0	0	0	0
	J1 is equivalent of										J1 is equivalent of								
	21	21	0	21	0	67	0	0	0	0	24	0	16	0	0	0	0	0	0
	0	0	11	12	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Sub-total	37	34	22	56	21	88	19	10	4	0	24	0	16	0	0	0	0	0
Coming Forward	T1 will be equivalent of										P1 will be equivalent of								
	14	0	18	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Sub-total	13	11	14	15	7	25	0	0	0	0	0	0	0	0	0	0	0	0
Under Construction + Coming Forward	27	11	32	17	7	0	25	0	0	0	0	0	0	0	0	0	0	0	0
	Remaining Post T1/P1										Total								
	23	35	26	52	12	0	40	11	5	0	0	8	-8	29	8	13	26	8	12
																			300
																			450

Notes:

1. Takes into account the agreed 'swap' on R4. 10 shared ownership units are provided instead of 19 Keyworker Sub-Market Rented units and 15 supported housing units are provided in lieu of 21 Specialist Social Rented.

2. Takes into account the agreed 'swap' for R5. 40 extra care units are provided in lieu of 67 Specialist Social Rented units and 40 Shared Ownership units are provided in lieu of 40 Shared Equity units.

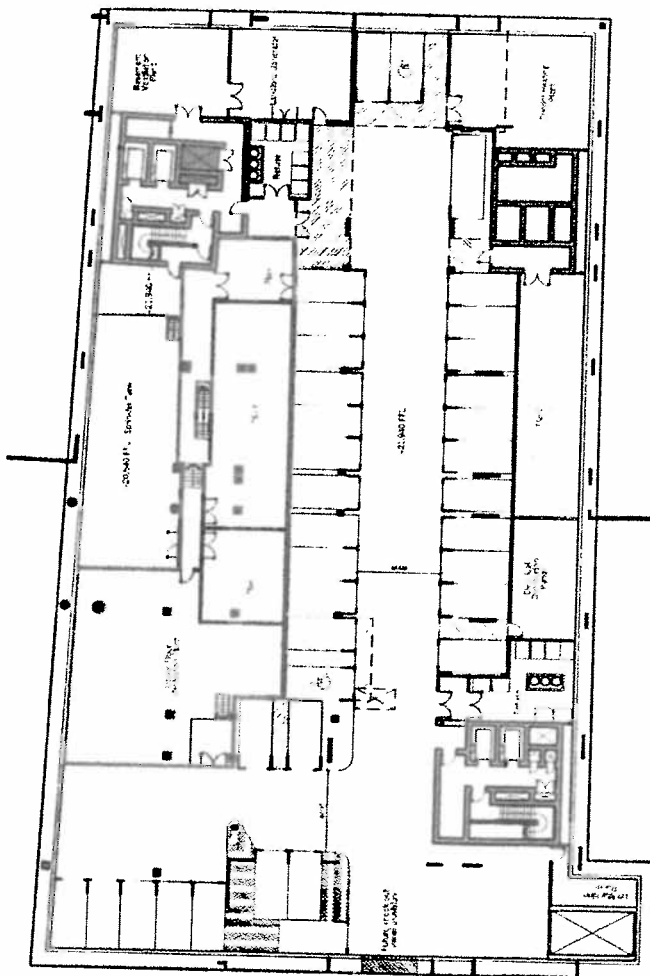
3. The T1 figures assume the 20 "open market/intermediate" units permitted under 2009/0415/P are all delivered as open market which is KCCLP's intention.

The figures show the delivery of 12 Shared Ownership and 22 Affordable Rent units in lieu of 34 General Needs Social Rented units as per Ed Watson's letter of 29 June 2012.



4. The P1 figures are based on the deed of variation.

DSF would deliver 77 units, 25 of which would be Key Worker Sub-Market Rented units. The other 52 would be in lieu of 38 General Needs Social Rented units (as per clause 6.6 of the Deed of Variation).

The Frank Barnes school floorspace would be in lieu of a further 22 General Needs Social Rented units (as per clause 6.1 of the draft Deed of Variation).



**Legend**

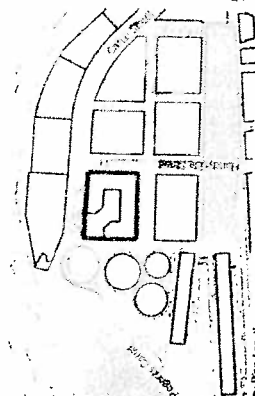
	Denotes Fire Escape Stair to Level 0
	Denotes Shared Service Risers

**Note:**

A number of vertical slacks (not indicated on the drawing) will be required to accommodate drainage from the apartments above. The locations of these slacks is subject to detailed design and will be agreed with the Council. The design will seek to reduce the need for maintenance, minimise the likelihood and impact of leakage and to maintain the free distribution of the school's building services systems.

Basement

**[PLAN]**



### Key Personnel

Revisors:  
REV 3 - Drainage hole added

**Votes:**

**DAVID MORLEY ARCHITECTS**  
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david@o'learyarchitects.co.uk

P1- Kings Cross

School Shell and Core - Basement Floor Plan

Job no:

476

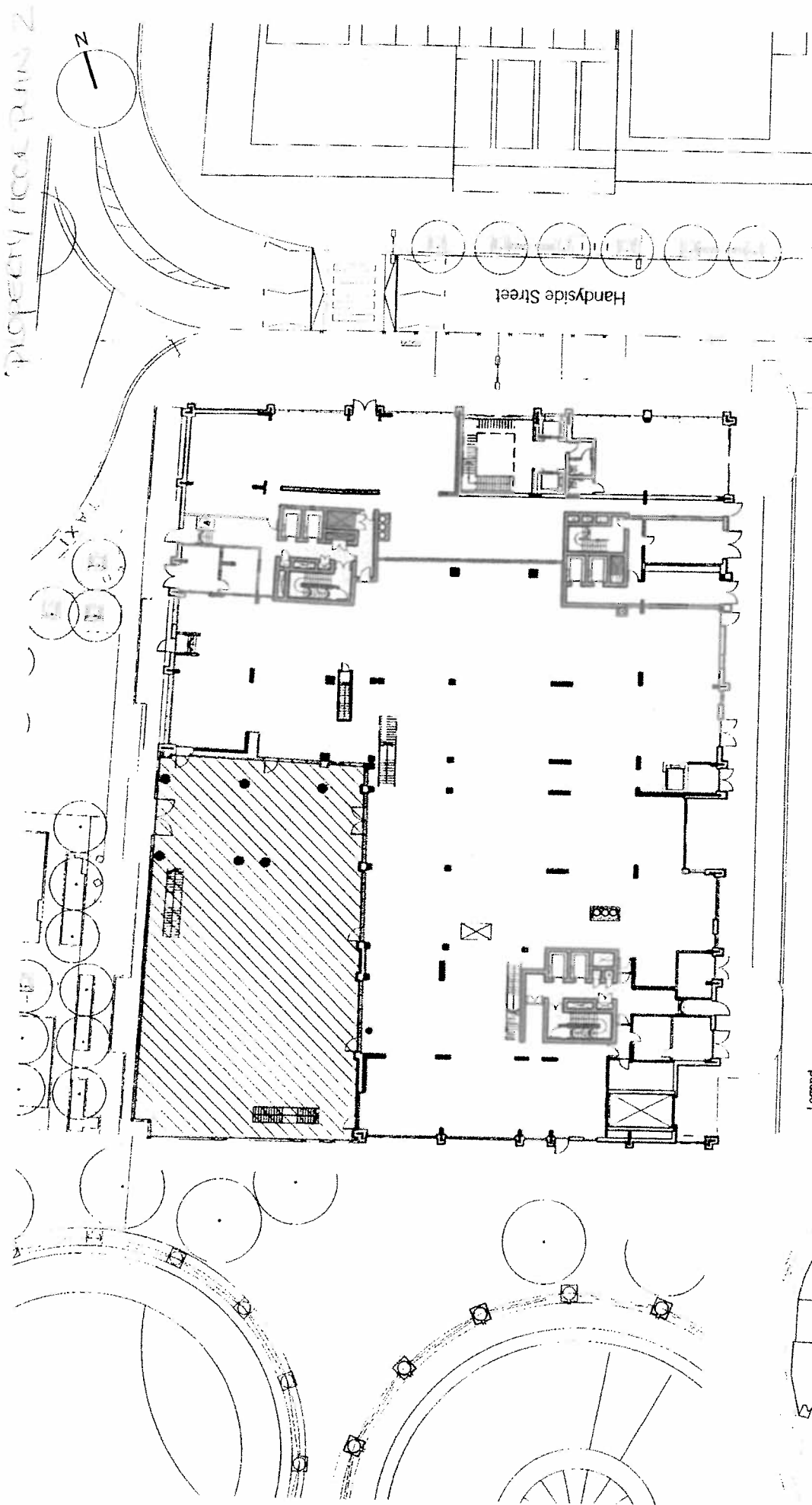
U.S. drawing no:	Revision:
1-907	B

Date:	Revised:
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16.08.12	23.11.12
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②③. Not ready for mailing. Over all discrepancy on file and office of disbursements per the current case work. All discrepancies will be resolved by the end of the month.	1:5000A4	16.08.12	23.11.12
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PROPERTY 1000 PLAN 2



Legend

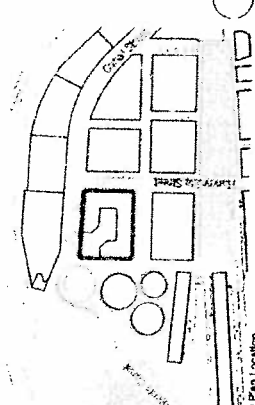
- Denotes Fire Escape Stair From Basement
- Denotes School Playground
- Denotes Shared Fire Escape Access
- Denotes Shared Service Risers

Level 00

[PLAN]

Note:

A number of vertical stacks (not indicated on the drawing) will be required to accommodate drainage from the apartments above. The locations of these stacks is subject to detailed design and will be agreed with the Council. The design will seek to reduce the need for maintenance, minimise the likelihood and impact of leakage and to maintain the free distribution of the school's building services.

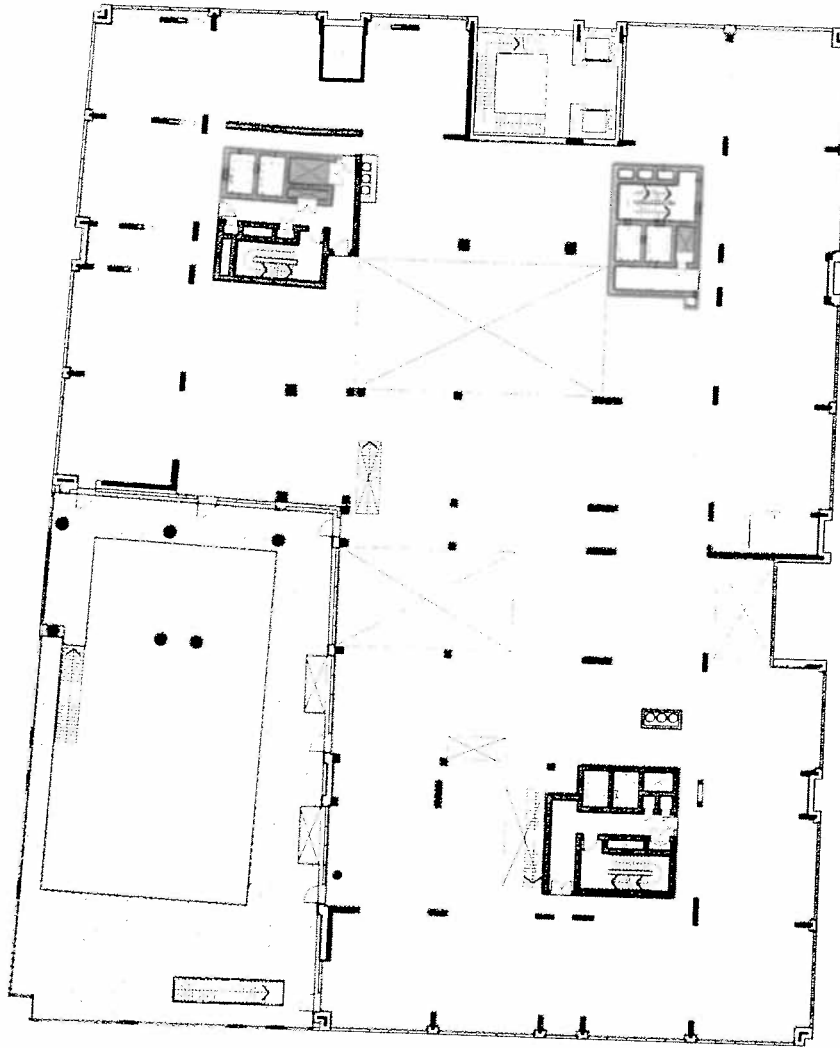


Revised: Rev B - Drainage note added

P1 - Kings Cross		2014 No. 17/18	476	1-505	Revision
School Shell and Core - Level 00 Floor Plan		Scale	1:500	07/08/12	23/11/12

— 1 —

Property Floor Plan 3



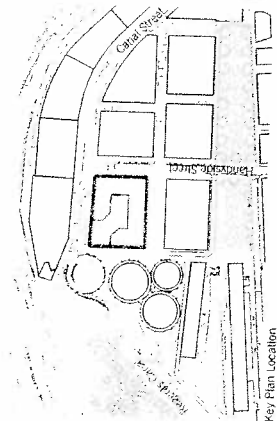
- Legend
- Denotes School Playground
  - Denotes Shared Fire Escape Access
  - Denotes Shared Service Risers

**Level 01**  
(PLAN)

Note:

A number of vertical stacks (not indicated on the drawing) will be required to accommodate drainage from the apartments above. The locations of these stacks is subject to detailed design and will be agreed with the Council. The design will seek to reduce the need for maintenance, minimise the likelihood and impact of leakage and to maintain the free distribution of the school's building services systems.

On 2h) 10m



Revisers: Rev B - Drainage note added

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P1 - Kings Cross

School Shell and Core - Level 01 Floor Plan

Job no:	Drawing no:	Revision:
7/6	1-906	1/
Scale:	Date:	Revised:
1:5000000	07.06.17	03.11.17

18 Helion Place, London EC1N 8RU. Tel: 020 7430 2444. Fax: 020 7430 2443. david@morleyarchitects.co.uk

**Plot P1: Replacement Provisions Relating to Education**  
**Schedule 2: Floorspace and Room Details for the Schools Premises**  
 (Excluding plant, circulation and partitions)

		Total
	Total No.	Sqm
<b>Basic Teaching</b>		
0-2 day care centre		
Early Years Foundation Stage		
Reception Class	2	
Infant classbase (years 1+2)	4	
Infant classbase (years 1+2)		
Junior classbase (years 3-6)	8	
Junior classbase (years 3-6)	2	
Sub-Total		1135
<b>Specialist Practical</b>		
Food Bay		
Food/Science/D&T	2	
Deaf Studies Suite		
ICT Suite		
Sub-Total		210
		<b>1345</b>
<b>Halls</b>		
Main Hall		
Small Hall		
Additional Dining Area		
Community Café		
		<b>337</b>
<b>Learning Resource Area</b>		
Library Resource Centre		
Small Group Room (SENCo)	2	
Small Group Rooms	5	
Small Group Rooms	2	
Therapy Room		
SEN Therapy		
Sensory Room		
EYFS Sleeping Room		
0-2 Sleeping Room		
		<b>207</b>

<b>Staff and Admin</b>		
HT Office		
AHT Office		
Senior Management Office		
Meeting Room		
Staff Room		
General Office		
Deal Instructor's Office		
SLT Office		
Sick Bay		
Staff PPA Offices		
Entrance/Reception		
Sub-Reception area		
Copier	3	
Medical Centre		
Occupational Suite		
Interview/Social Services		
Parents/Community Room		
Audiology		
Training Centre		
		<b>449</b>
<b>Storage</b>		
Class Storage	19	
Resource Stores	3	
PE Store	2	
PE Store (external)		
Changing		
Central Stock		
Cloakrooms/Lunch Box		
Dining Chair/Table Store	2	
Staging/Appliance Store		
Child Buggy Store		
Store	1	
Recycling Centre		
Caretakers/Maintenance		
Cleaner's Store	2	
Kitchen Store	2	
		<b>314</b>
<b>Nursery</b>		
Nursery Class 3-4	2	
Learning Resources Area		
Staff and Admin		
Storage		
		<b>110</b>
<b>TOTAL NET AREA</b>		<b>2762</b>



School Toilets and Personal Care		
Reception Toilets		
Other Pupil Toilets	5	
Clothes washing/drying		
Accessible Toilets	1	
Hygiene Room		
Staff Toilets	2	
		190
Non-Net Area		
School Kitchen		
School Servery		
School Milk Kitchen		
School IT Server Room		
Nursery Toilets		
Nursery Adult Toilets		
Nursery Kitchen		
		152

TOTAL NON NET AREA	342
--------------------	-----

TOTAL GROSS INTERNAL AREA (GIA)	3104
---------------------------------	------

NB. EXCLUDING PLANT, CIRCULATION AND PARTITIONS



Legend

Open Market Residential

Mezzanine Units

Studio

1 Bed

2 Bed

3 Bed

3 Bed Duplex

Resident Facilities

Basement

Affordable Residential

Studio

1 Bed

2 Bed (3 Person)

2 Bed (4 Person)

Non-Residential

School

Community Facilities

Commercial

Shared Fire Escape

Roof

Shingle

Brown Roof

Terrace

Glazed Rooflight

Brise Soleil

Plant

School Plant

Landlord Plant

Residential Plant

Please note text within brackets following each apartment number e.g. C2.01 (S1) denotes apartment type

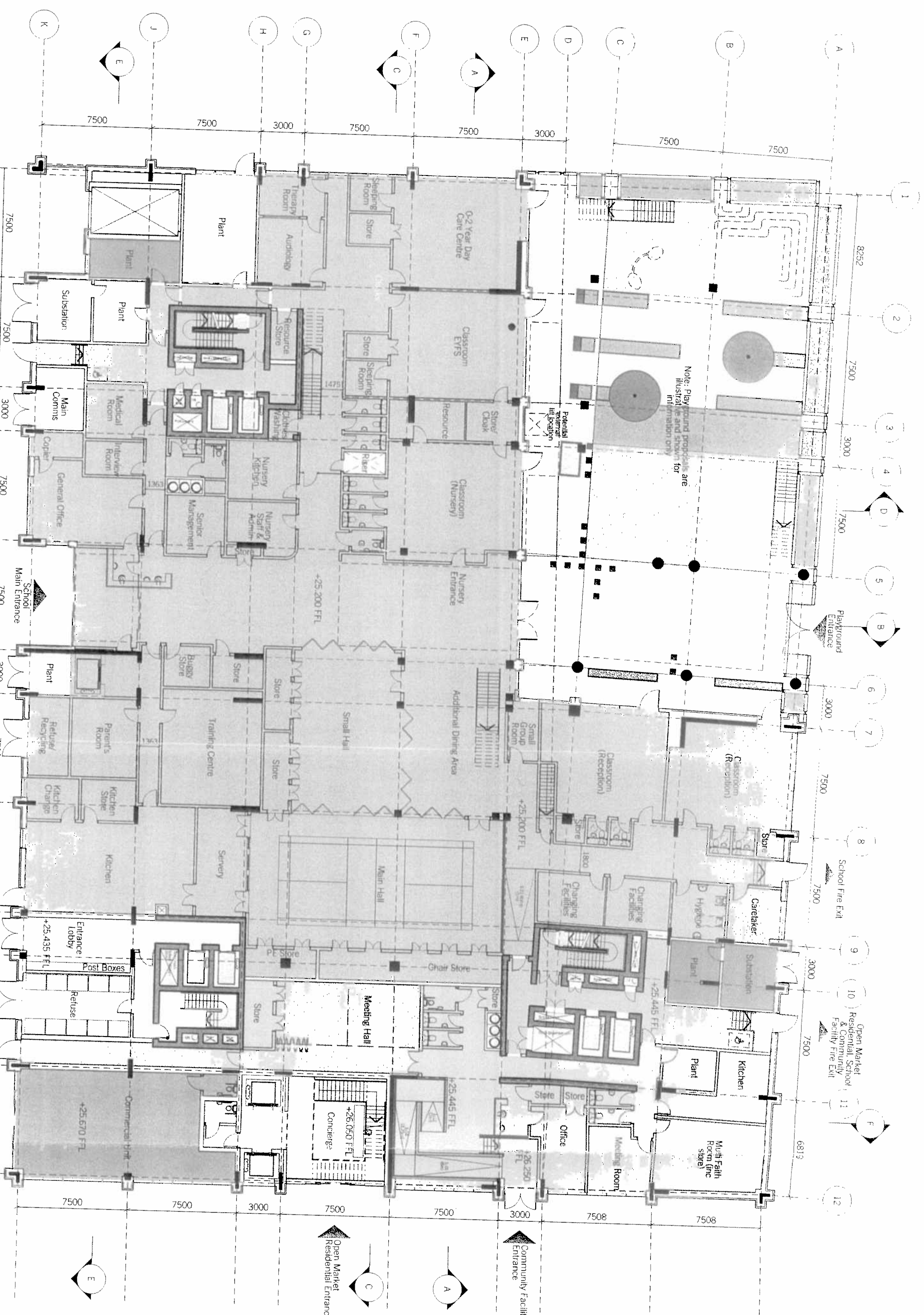
Revisions: D: General Revisions

Notes:

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Building P1 - Kings Cross Central  
Basement Floor Plan

Job no	Drawing no	Revision
476	1-110	D
Scale	Date	Prepared
1:500/A3	15.06.12	31.08.12



- Legend
- Open Market Residential
    - Mezzanine Units
    - Studio
    - 1 Bed
    - 2 Bed
    - 3 Bed
    - 3 Bed Duplex
    - Resident Facilities
    - Basement
  - Affordable Residential
    - Studio
    - 1 Bed
    - 2 Bed (3 Person)
    - 2 Bed (4 Person)
  - Non-Residential
    - School
    - Community Facilities
    - Commercial
    - Shared Fire Escape
  - Roof
    - Stingle
    - Brown Roof
    - Terrace
    - Glazed Rooflight
    - Brise Soleil
  - Plant
    - School Plant
    - Landlord Plant
    - Residential Plant
- Please note text within brackets following each apartment number e.g. C2.01 (St) denotes apartment type

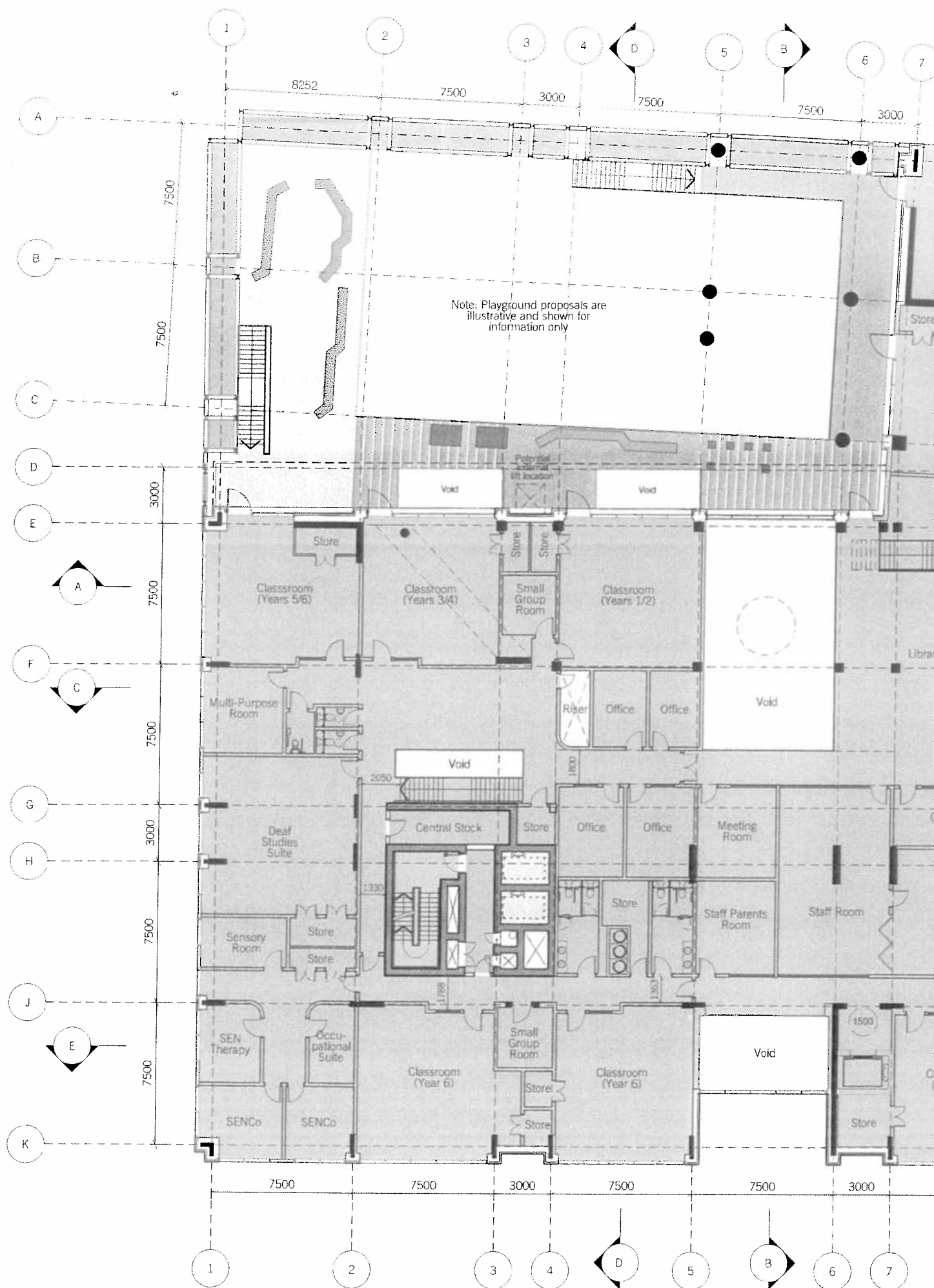
Revisions: E: General Revisions - Individual Room Areas Removed

Notes:  
For Approval

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Building P1 - Kings Cross Central  
Ground Floor Plan

Job No: 4/6  
Scale: 1:111  
Date: 15.06.12  
Drawing No: E  
Revision: 1  
Request: 31.08.12



Revisions: D: General Revisions - Individual Room Areas Removed

Notes:  
For Approval