

DATED

2nd November 2010

(1) ROYAL FREE HAMPSTEAD NATIONAL HEALTH SERVICE TRUST

and

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

A G R E E M E N T
relating to land known as

**ROYAL FREE HOSPITAL
POND STREET, HAMPSTEAD, LONDON NW3 2QG**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall, Judd Street
London WC1H 9LP

Tel: 020 7974 2463
Fax: 020 7974 2962

CLS/COM/CJ/1685.715

THIS AGREEMENT is made the *2nd* day of *November* 2010

B E T W E E N:

1. **ROYAL FREE HAMPSTEAD NATIONAL HEALTH SERVICE TRUST** of the Royal Free Hospital Pond Street Hampstead London NW3 2QG (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL681807.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 3 August 2010 and the Council resolved to grant permission conditionally under reference number 2010/3884/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.3 "the Construction Phase" the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.4 "the Development" The erection of a three storey office building to relocate administration staff from main building of the Royal Free Hospital (Class D1), following demolition of existing 2 storey modular office building. as shown on drawing numbers Site Location Plan; (00)001A, 002A, 003, 004, 005, 006A, 007, 008, 014; (01)001, 010, 011; (02)010, 011, 012, 013, 014; Landscape Sketch dated 16.7.10; revised Breeam 2008 Pre Assessment dated 28.9.10; revised Sustainable Statement dated 28.9.10; Acoustic Report dated 5.8.10; letter from agent dated 28.9.10
- 2.5 "the Green Travel and Parking Management Plan Co-ordinator" an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel and Parking Management Plan and be responsible for the

coordination, implementation, reporting and review of the Travel and Parking Management Plan with a view to securing an ongoing process of continuous improvement

2.6 "The Green Travel and Parking Management Plan"

an updated version of the existing document previously submitted by the Owner to the Council entitled "*Royal Free Hospital Travel Plan*" prepared by Royal Free Hampstead NHS Trust and iTrace which will incorporate the following criteria and take into account the effects of the Development on the Royal Free Hospital Site with a view to inter alia reducing trips in motor vehicles to and from the Property, promoting the use of environmentally friendly transport, ensure that there is no or very minimal impact on on-street parking around the development, incorporating (but not limited to) the following:-

- (a) the elements set out in the First Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan at least once every year following the initial substantial review referred to in (b) above ensuring the plan is updated where required

upon receipt of results of the review and further approved in writing by the Council;

- (d) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (e) a strategy to secure nil or minimum impact on off-street parking as a result of the loss of 15 car parking spaces in the development with strategies to ensure that hospital staff are restricted to using their designated parking areas only (and do not use public or visitor car parks), such strategy shall include provision of appropriately marked disabled parking spaces and measures to ensure those spaces are only used only for the benefit of disabled users.

2.7 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.8 "King's Cross Construction"

the Council's flagship skills construction centre providing advice and information on finding work in the construction industry

2.9 "Local Procurement Code"

the code annexed to the Third Schedule hereto

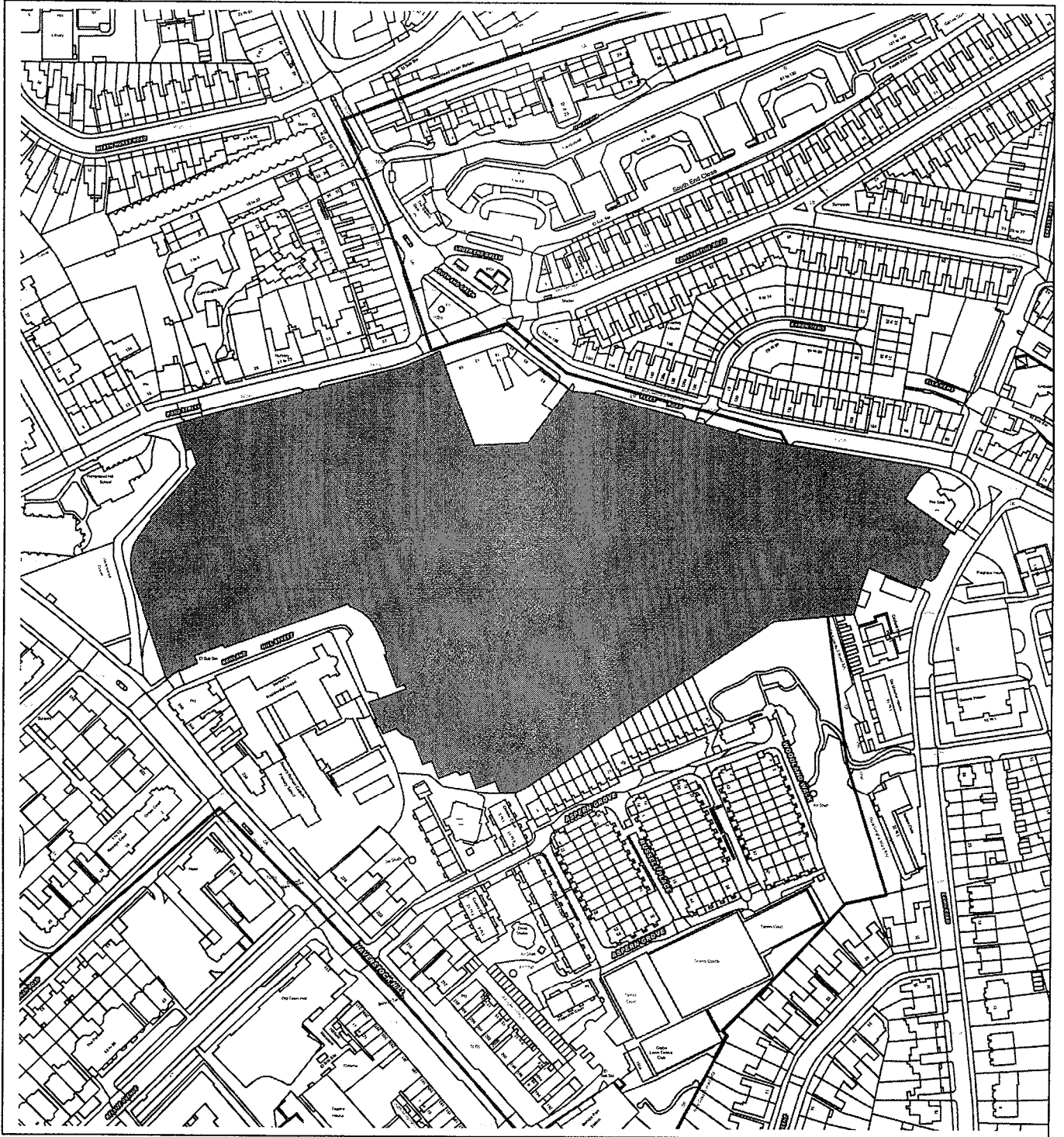
2.10 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy",

"Occupied" and "Occupation" shall be construed accordingly

- 2.11 "the Parties" mean the Council and the Owner
- 2.12 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 3 August 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/3884/P subject to conclusion of this Agreement
- 2.13 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.14 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.15 "the Property" the land known as Royal Free Hospital, Pond Street, London NW3 2QG the same as shown shaded in grey on the plan annexed hereto
- 2.16 "the Renewable Energy Plan" a plan based on *Integrating Renewable Energy into New Developments: Toolkit for Planners Developers and Consultants* by London Renewables (as updated from time to time) setting out a package of measures to be adopted by the Owner in the management of the Development with a view to and using best endeavours to reduce carbon energy emissions

Royal Free Hospital Pond Street, London NW3 2QG



Ansell and Bailey
24-32 Stephenson Way
London
NW1 2HD

Application Ref: **2010/3884/P**

27 October 2010

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**Royal Free Hospital
Pond Street
London
NW3 2QG**

Proposal:

DECISION
The erection of a three-storey office building to relocate administration staff from main building of the Royal Free Hospital (Class D1), following demolition of existing 2 storey modular office building.

Drawing Nos: Site Location Plan; (00)001A, 002A, 003, 004, 005, 006A, 007, 008, 014; (01)001, 010, 011; (02)010, 011, 012, 013, 014; Landscape Sketch dated 16.7.10; revised Bream 2008 Pre Assessment dated 28.9.10; revised Sustainable Statement dated 28.9.10; Acoustic Report dated 5.8.10; letter from agent dated 28.9.10

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

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

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

Condition(s) and Reason(s):

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

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

- 2 No development shall take place until full details of hard and soft landscaping, surfacing and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006; policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy; and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006; policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy; and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The proposed building shall be only used as ancillary office accommodation to the main Class D1 hospital use and shall not be used as separate Class B1 office accommodation.

Reason: To ensure that the future occupation of the building complies with landuse policy on new business uses and does not adversely affect the adjoining premises/immediate area by reason of noise, traffic congestion and excessive on-street parking pressure etc, in accordance with policies SD6, E1 and T1 of the London Borough of Camden Replacement Unitary Development Plan 2006; policies CS1, CS5, CS8 and CS11 of the London Borough of Camden Local Development Framework Core Strategy; and policies DP26 and DP17 of the London Borough of

Camden Local Development Framework Development Policies.

- 5 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6, SD7B, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006; policies CS1 and CS5 of the London Borough of Camden Local Development Framework Core Strategy; and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Before the development commences, details of the location, design and method of waste storage and removal (including recycled materials) shall be submitted to and approved by the Council and the approved facility shall therefore be provided prior to the first occupation of any of the new units and permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6, SD7B, SD8, Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006; policies CS1 and CS5 of the London Borough of Camden Local Development Framework Core Strategy; and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Before the development commences, details of the proposed cycle storage area for twelve cycles shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006; policy CS11 of the London Borough of Camden Local Development Framework Core Strategy; and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Details of the layout and design of the proposed carpark, including location of 4 disabled carspaces and non-parking (manoeuvring and servicing) areas, shall be submitted to and approved by the Council and shall be provided in accordance with the approved details before the development is occupied. Thereafter the whole of the car parking provision shall be retained and used for no purpose other than for the parking of vehicles by hospital staff.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to policies SD6 and T9 of the London Borough of Camden Replacement Unitary Development Plan 2006; policy CS11 of the London Borough of Camden Local Development Framework Core Strategy; and policy DP19 of the London Borough of Camden Local Development Framework Development Policies.

- 9 The development hereby permitted shall be carried out in accordance with the following approved plans - Site Location Plan (00)001A, 002A, 003, 004, 005, 006A, 007, 008, 014; (01)001, 010, 011; (02)010, 011, 012, 013, 014; Landscape Sketch dated 16.7.10; revised Breeam 2008; Pre Assessment dated 28.9.10; revised Sustainable Statement dated 28.9.10; Acoustic Report dated 5.8.10; letter from agent dated 28.9.10.

Reason: For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Team, Culture and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted.

Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ

- 5 You are advised that the Council will expect all new buildings and structures to be as energy efficient and sustainable as is reasonably practicable and welcomes the measures that have been indicated to date.
- 6 You are advised of the need to make proper provision for drainage and sewerage connections and to gain prior approval from Thames Water (tel 0845-8502777) for discharge to a public sewer. You are also advised that a minimum pressure and flow rate of water should be taken account of in the design of the development. For further information and advice on all these matter, please contact Thames Water (tel 01923-898072).

- 7 Reasons for granting planning permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006 (SD1 - Quality of life, SD2 - Planning obligations, SD6 - Amenity for occupiers & neighbours, SD7 - Pollution, SD8 - Disturbance, SD9 - Resources and energy, SD12 - Waste, B1 - General design principles, B7 - Conservation Areas, N5 - Biodiversity, C1 - New community uses, E1 - location of new business uses, T1 - Sustainable transport space, T3 - Pedestrians and cycles, T7 - Off street carparking, T9 - Impact of parking, T12 - Works affecting highways).

- 8 Reasons for granting planning permission [continued] The London Borough of Camden Local Development Framework Core Strategy (CS1 - Distribution of growth, CS5 - Managing the impact of growth and development, CS8 - Promoting a successful and inclusive Camden economy, CS10 - Supporting community facilities, CS11 - Promoting sustainable and efficient travel, CS13 - Tackling climate change, CS14 - Promoting high quality places and conserving our heritage, CS15 - Protecting and improving open spaces & encouraging biodiversity, CS16 - Improving Camden's health and well-being, CS17 - Making Camden a safer place, CS18 - Dealing with waste, CS19 - Delivering and monitoring the Core Strategy); and the London Borough of Camden Local Development Framework Development Policies (DP13 - Employment sites and premises, DP15 - Community and leisure uses, DP17 - Walking, cycling and public transport, DP19 - Managing the impact of parking, DP21 - Development connecting to highway network, DP22 - Sustainable construction, DP23 - Water, DP24 - Securing high quality design, DP26 - Managing the impact of development on occupiers and neighbours, DP28 - Noise and vibration, DP29 - Improving access, DP32 - Air quality).

- 9 Reasons for granting planning permission [continued] Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:-The creation of expanded office floor space here is acceptable as it is only displaced from existing ancillary office accommodation within the main hospital block and is ancillary to the main D1 use. Demolition of the existing structure is acceptable and the replacement block is considered appropriate in

terms of location, bulk, height, footprint and façade design. It will preserve and enhance the appearance of the site and the adjoining conservation area. It will meet sustainable targets as far as is reasonable practicable for a building of this nature.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

by at least 10% by using renewable energy methods

2.17 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good or Excellent rating and using best endeavors to attain at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and using best endeavours to attain at least Level 3 of the Code for Sustainable Buildings attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 SUSTAINABILITY PLAN

- 4.1.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.1.2 Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.1.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented or that the Owner has used its best endeavours to implement the measures in the construction of the Development.
- 4.1.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council

and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.2 RENEWABLE ENERGY PLAN

- 4.2.3 On or prior to the Implementation Date to submit to the Council for approval the Renewable Energy Plan.
- 4.2.4 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.2.5 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being operated in strict accordance with the Renewable Energy Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Renewable Energy Plan.

4.3 LOCAL EMPLOYMENT

- 4.3.3 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.
- 4.3.4 In order to facilitate compliance with the requirements of sub-clause (4.3.1) above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; and (ii) take the following specific measures to ensure:-
 - a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction;
 - b) King's Cross Construction is notified of all vacancies arising from the building contract for the Development for employees self-employees contractors and sub-contractors;

- c) that King's Cross Construction is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction and employed during the Construction Phase.

4.3.5 During the Construction Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and specifically to use all reasonable endeavours to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.4 LOCAL PROCUREMENT

4.4.3 Prior to Implementation to agree a programme both during the Construction Phase [and subsequent to Occupation] to provide opportunities for local businesses to bid/tender for the provision of goods and services to the Development in accordance with the Council's Local Procurement Code.

4.4.4 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.4.5 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.

4.4.6 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.5 GREEN TRAVEL AND PARKING MANAGEMENT PLAN

4.5.1 On or prior to the Implementation Date to submit to the Council the Green Travel and Parking Management Plan for approval.

4.5.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Green Travel and Parking Management Plan as demonstrated by written notice to that effect.

4.5.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not occupy or permit occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Green Travel and Parking Management Plan as approved by the Council from time to time and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Green Travel and Parking Management Plan.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2010/3884/P the date upon which the Development is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's

possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.6 Submission of the Sustainability Plan, Renewable Energy Plan and Green Travel & Parking Management Plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting planning reference 2010/3884/P.
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection

with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/3884/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement together with the Council's monitoring fees on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

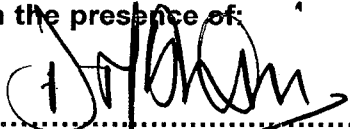
6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **RIGHTS OF THIRD PARTIES**

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

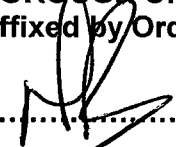
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as its Deed the day and year first before written

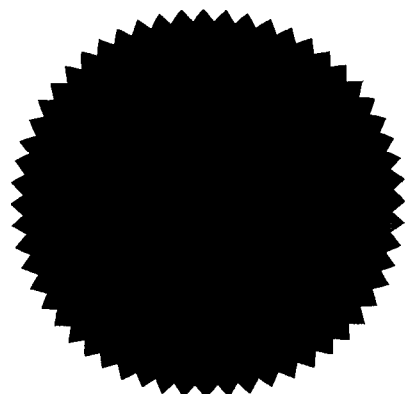
EXECUTED AS A DEED BY)
ROYAL FREE HAMPSTEAD NATIONAL)
HEALTH SERVICE TRUST)
in the presence of:)


.....
First Authorised Signatory


.....
Second Authorised Signatory

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


.....
Authorised Signatory



**THE FIRST SCHEDULE
THE GREEN TRAVEL & PARKING MANAGEMENT PLAN**

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... "The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations."

For further advice on developing a Travel Plan see:

the DfT's travel plan website (www.transportenergy.org.uk)

Transport for London's travel plan guidance website: (www.tfl.gov.uk/workplacetravelplanning)

Camden's Travel Plan partner website: www.camden.gov.uk/wtp

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-

1. Public Transport and walking

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk)
- c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. The hospital's strategy to ensure that staff are restricted to using their designated parking areas only and that they do not park in the public or visitor car parks on the Property
- b. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- c. a review of any on-site parking charges
- d. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- e. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site

- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least once every year following the initial substantial review undertaken six months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the Property's Transport Accessibility

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. Consultation with occupiers

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. User Consultation and Travel Surveys

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of

travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

DATED

2nd November

2010

(1) ROYAL FREE HAMPSTEAD NATIONAL HEALTH SERVICE TRUST

and

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

A G R E E M E N T
relating to land known as

**ROYAL FREE HOSPITAL
POND STREET, HAMPSTEAD, LONDON NW3 2QG**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall, Judd Street
London WC1H 9LP

Tel: 020 7974 2463
Fax: 020 7974 2962

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