

DATED

26 June

2009

**(1) GMS ESTATES LIMITED**

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

**CONQUEST HOUSE, 37 and 38 JOHN STREET, LONDON. WC1N 2AT**

**pursuant to Section 106 of the Town and Country Planning**

**Act 1990 (as amended) and**

**Section 278 of the Highways Act 1980**

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

Tel: 020 7974 5826

Fax: 020 7974 2962

CLS/COM/KVR/1431.1436

**THIS AGREEMENT** is made the 26th day of June 2009

**BETWEEN:**

1. **GMS ESTATES LIMITED** (Co. Regn. No. 00210378) whose registered office is at 32 Great James Street, London WC1N 3HB (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 the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 255664, 257331, 261435 and 280139.
- 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 12 August 2008 and the Council resolved to grant permission conditionally under reference number 2008/4007/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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 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 Application"                  | a planning application in respect of the development of the Property submitted to the Council and validated on 12 August 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/4007/P subject to conclusion of this Agreement;   |
| 2.4 | "The Construction Management Plan" | <p>a plan setting out how the Owner will undertake construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development has minimal impact on the surrounding environment including (but not limited to):</p> <p style="margin-left: 40px;">(i) effects on the health and amenity of local residents site construction workers and local businesses adjoining developments undergoing construction</p> |

- (ii) effects on other Conservation Area ;  
features
- (iii) amelioration and monitoring  
measures over construction traffic  
including procedures for notifying the  
owners and or occupiers of the  
residents and businesses in the  
locality in advance of major  
operations delivery schedules and  
amendments to normal traffic  
arrangements;
- (iv) proposed routes of vehicles to and  
from the Development and the  
access arrangements for vehicles;
- (v) sizes of all vehicles and the schedule  
of when they will need to access the  
site;
- (vi) swept path drawing for the vehicle  
routes for all vehicle sizes;
- (vii) parking and loading arrangement of  
vehicles and delivery of materials  
and plant to the Development;
- (viii) details of proposed parking bays  
suspensions and temporary traffic  
management orders;
- (ix) the proposed working hours;

(x) the inclusion of a waste management strategy for handling and disposing of construction waste, and

(xi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

**2.5 "The Construction Phase"**

the whole period between

(i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion.

**2.6 "the Council's Considerate Contractor Manual"**

the document produced by the Council from time to time entitled "Considerate Contractor Manual" relating to the good practice for developers engaged in building activities in the London Borough of Camden

**2.7 "the Development"**

Alterations and extensions to the office building (Class B1) including erection of a lower ground and ground floor level rear atrium extension with roof terrace above, elevational alterations including new entrance door, ramped access to main entrance and alterations to windows on the rear elevation as shown on drawing numbers; 0729-PL-001 rev P01; 0729-PL-002 rev P01; 0729-PL-003 rev P01; 0729-PL-004 rev P01;

0729-PL-005 rev P01; 0729-PL-006 rev P01;  
0729-PL-007 rev P01; 0729-PL-008 rev P01;  
0729-PL-009 rev P01; 0729-PL-010 rev P01;  
0729-PL-011 rev P01; 0729-PL-012 rev P01;  
0729-PL-013 rev P01; 0729-PL-014 rev P01;  
0729-PL-015 rev P01; 0729-PL-016 rev P02;  
0729-PL-017 rev P03; 0729-PL-18 rev P02;  
0729-PL-019 rev P03; 0729-PL-020 rev P03;  
0729-PL-021 rev P03; 0729-PL-022 rev P03;  
0729-PL-023 rev P02; 0729-PL-024 rev P03;  
0729-PL-025 rev P02; 0729-PL-026 rev P02;  
0729-PL-027 rev P02; 0729-PL-028 rev P01;  
0729-PL-029 rev P01

## 2.8 "the Highway Contribution"

the sum of £12,000 (twelve thousand pounds) to be paid by the Owner and to be applied by the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures ("the Highways Works) these to include but not limited to costs associated with the following:-

(a) repaving the footway adjacent to the site on John Street

all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

- 2.9 "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;
- 2.10 "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 the Owner and the Lessee;
- 2.12 "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;
- 2.13 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto;
- 2.14 "the Property" the land known as Conquest House, 37 and 38 John Street, London, WC1N 3HB as the same is shown edged in red on the plan annexed hereto;
- 2.15 "the Service Management Plan" a plan for the management of the deliveries and servicing of the Development securing the minimisation of service vehicle and car conflicts and damage to amenity arising from such servicing and deliveries and including reference to (but not limited to) the following:

- the location and layout of servicing bays (drawings to be submitted);
- restrictions on servicing times to between 08:30 and 19:00 (seven days a week)
- the likely frequency and duration of servicing movements;
- the sizes of the servicing vehicles proposed to enter the Development;
- swept paths provided to ascertain manoeuvring within the site;
- the nature of the goods to be delivered;
- the route to and from on-street servicing bays to the building/service access;
- a statement setting out how pedestrian and highway safety will be maintained during servicing movements;
- a statement outlining how on-site servicing bays will be organised and managed;
- where on-site servicing is intended a detailed statement providing reasons why it is necessary and how it will impact on safety and the operation of the public highway



- details of arrangements for refuge storage and servicing, and
- any other relevant information.

**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 of 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 Construction Management Agreement**

- 4.1.1 On or prior to Implementation to submit to the Council for approval the Construction Management Plan.
- 4.1.2 Not to Implement or permit Implementation of the Development until such time as the Council has approved the Construction Management Plan in writing.
- 4.1.3 After Implementation, the Owner shall not carry out or permit to be carried out any works of construction at any time other than in strict accordance with the Construction Management Plan as approved by the Council.

##### **4.2 Highway Contribution**

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highway Contribution.
- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Highway Contribution.
- 4.2.3 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably expended by the Council in carrying out the Highway Works.
- 4.2.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within twenty eight days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.5 After the issuing of the said certificate if the Certified Sum is less than the Highways Contribution then the Council shall within twenty eight days of a written request by the Owner to the Council pay to the Owner the amount of the underspend.

#### **4.3 The Service Management Plan**

- 4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Service Management Plan.
- 4.3.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.
- 4.3.3 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 operated in strict accordance with the Plans 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 Service 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 2008/4007/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.

- 5.5 Payment of the Highway Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount 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 Highway Contribution relates
- 5.6 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.
- 5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

$$A = \frac{B \times (Y-X)}{X}$$

- 5.8 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2008/4007/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 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.
- 6.5 Neither the Owner nor its 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.
- 6.6 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.

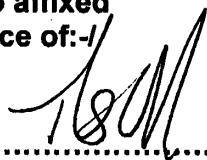
6.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council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

7. **RIGHTS OF THIRD PARTIES**

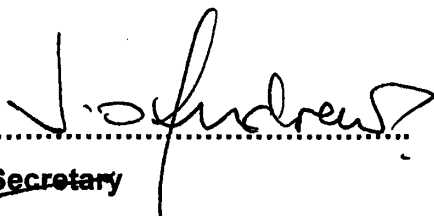
7.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

**IN WITNESS** whereof the Council and the Owner have caused their respective common seals to be hereunto affixed the day and year first before written

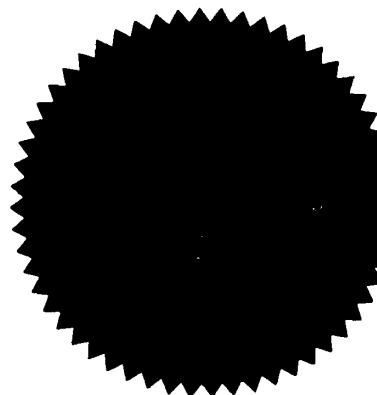
THE COMMON SEAL OF/  
GMS ESTATES LIMITED  
was hereunto affixed  
in the presence of:-/



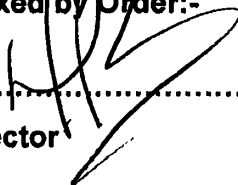
.....  
Director



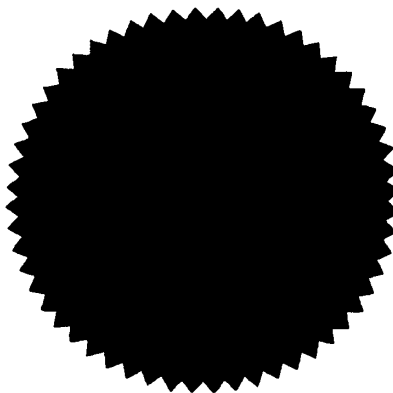
.....  
Director/Secretary



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

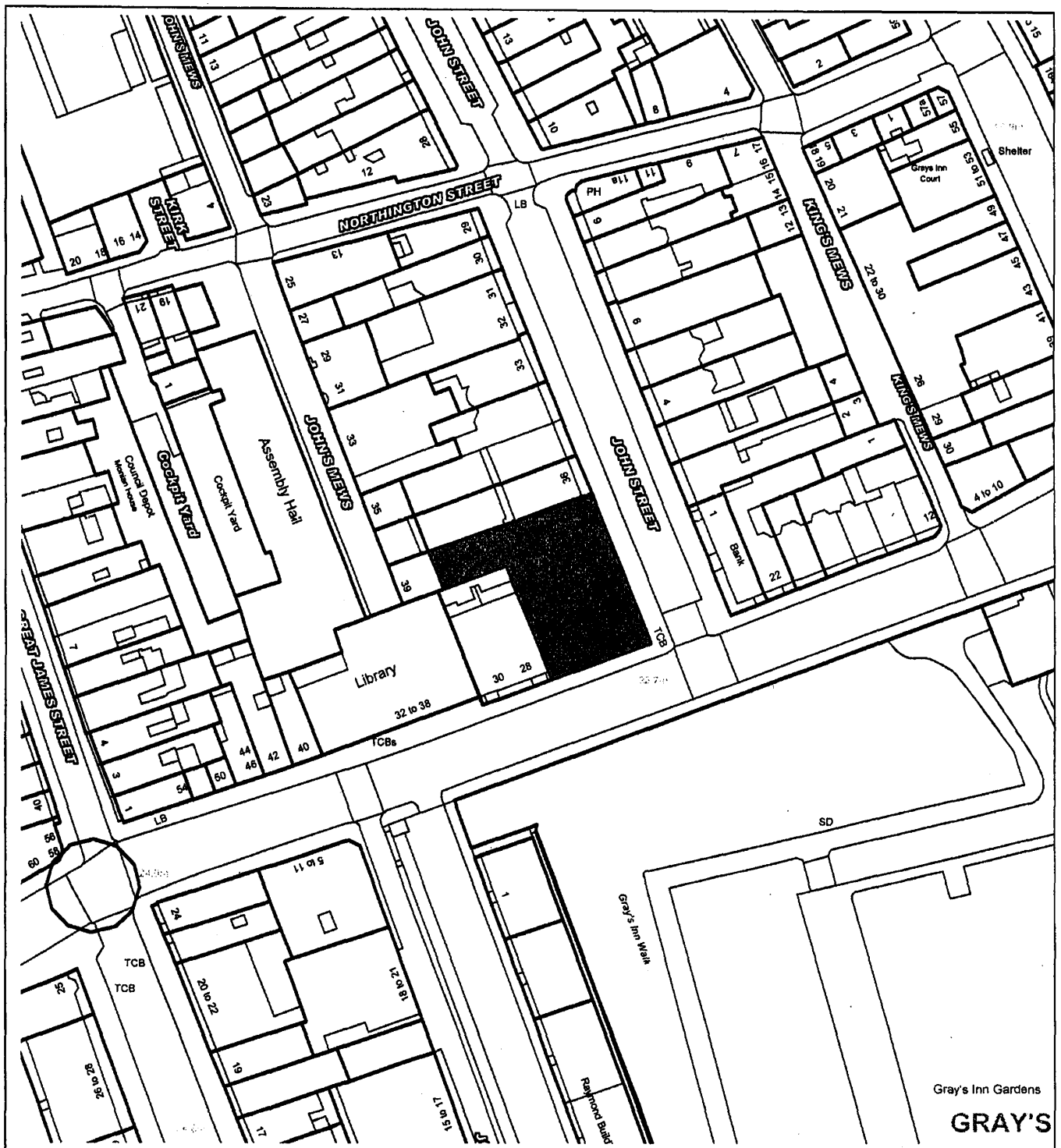


.....  
Director



.....  
Director/Secretary

# 37 John Street, London WC1N 2AT



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Mr Glyn Emrys  
A-EM  
9-12 Cap House  
Long Lane  
London  
EC1A 9HA

Application Ref: **2008/4007/P**

6 October 2008

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**Conquest House**  
**37 John Street**  
**London**  
**WC1N 2AT**

**Proposal:**

**DECISION**  
Alterations and extensions to the existing building at 37 John Street including erection of a lower ground and ground floor level rear atrium extension with roof terrace above, elevational alterations including new entrance door, ramped access to main entrance and alterations to windows on the rear elevation.

Drawing Nos: 001 rev P01; 002 rev P01; 003; rev P01; 004 rev P01; 005 rev P01; 006 rev P01; 007 rev P01; 008 rev P01; 009 rev P01; 010 rev P01; 011 rev P01; 012 rev P01; 013 rev P01; 014 rev P01; 015 rev P01; 016 rev P01; 017 rev P03; 019 rev P03; 020 rev P03; 021 rev P03; 022 rev P03; 023 rev P02; 024 rev P03; 025 rev P02; 026 rev P02; 027 rev P02; 028 rev P01; 029 rev P01

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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).

- 2 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 proposed development are accessible by the Heads of Terms of the legal agreement should be marked for the attention of the Sites Team, Urban Design and Regeneration.

- 3 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies T3, T12, B1, B3, B7 and SD6. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email [env.health@camden.gov.uk](mailto:env.health@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://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.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**

DATED

26 June

2009

**(1) GMS ESTATES LIMITED**

**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**

**CONQUEST HOUSE, 37 and 38 JOHN STREET, LONDON. WC1N 2AT**

**pursuant to Section 106 of the Town and Country Planning**

**Act 1990 (as amended) and**

**Section 278 of the Highways Act 1980**

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