

DATED

7th September

2006

(1) THE LONDON SCHOOL OF HYGIENE AND TROPICAL MEDICINE

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

**The London School of Hygiene and Tropical Medicine Keppel St
London WC1E 7HT**

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

and Section 278 of the Highways Act 1980

**Alison Lowton
Director of Law and Administration
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP**

Tel: 020 7974 5244

Fax: 020 7974 5580

S:plan/DAL/1431.639/2006-0895-P

THIS AGREEMENT is made the

7th

day of

September

2006

B E T W E E N:

1. **THE LONDON SCHOOL OF HYGIENE AND TROPICAL MEDICINE** of Keppel Street London WC1E 7HT (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 NGL818910.
- 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 27 February 2006 and the Council resolved to grant permission conditionally under reference number 2006/0895/P subject to conclusion of this legal Agreement.
- 1.4 The Council 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.
- 1.6 As local highway authority the Council considers the Pedestrian Infrastructure Works to be carried out pursuant to this section 278 Agreement to be of benefit to the public.

- 1.7 It is acknowledged that the Council approved the Business Travel Plan on 18 August 2006 prior to entering into this agreement.

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 on behalf of the Owner to the Council and validated on 27 February 2006 for which a resolution to grant permission has been passed conditionally under reference number 2006/0895/P subject to conclusion of this Agreement |
| 2.4 | "the Business Travel Plan" | a plan approved by the Council on 18 August 2006 and annexed hereto setting out a package of measures adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport |
| 2.5 | "the Development" | the erection of a 6-storey infill extension within the south courtyard to existing educational institution (Class D1) after demolition of the existing 2-storey theatre building to create 2,399 square metres of lecture theatre/research office space with bridge links to existing building, |

meeting rooms, social space, ancillary facilities with associated infrastructure, plant, heating, cooling and ventilation, including the relocation of plant and other accommodation works as shown on drawing numbers Location Plan; 05301 D 001A; 002A; 003A; 004A; 005A; 006A; 007A; 008A; 009A; 010A; 011A; 012A; 013A; 014A; 015A; 017A; 018A; 019A; 0020A; 0021A; 0022A; 0023A; 0024A; 0025A; 0026A; 0027A; 0028A; 0030A; 0031A; 0032A; 0033A; 0034A; 0035A; 0036A; 0037A; 0040A; 041A; 0042A; 0043A; 0044A; 0045A; 050A; 051A; 052A; 053A; 054A; 055A; 056A; 057A; 058A; 059A; 060A; 061A; 070A; 071; 072; 073; 074; 075; 076; 077; 080; 081; 05301 L 001A; Supporting Documents – Volume 1; Volume 2

2.6 "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

2.7 "Occupation Date"

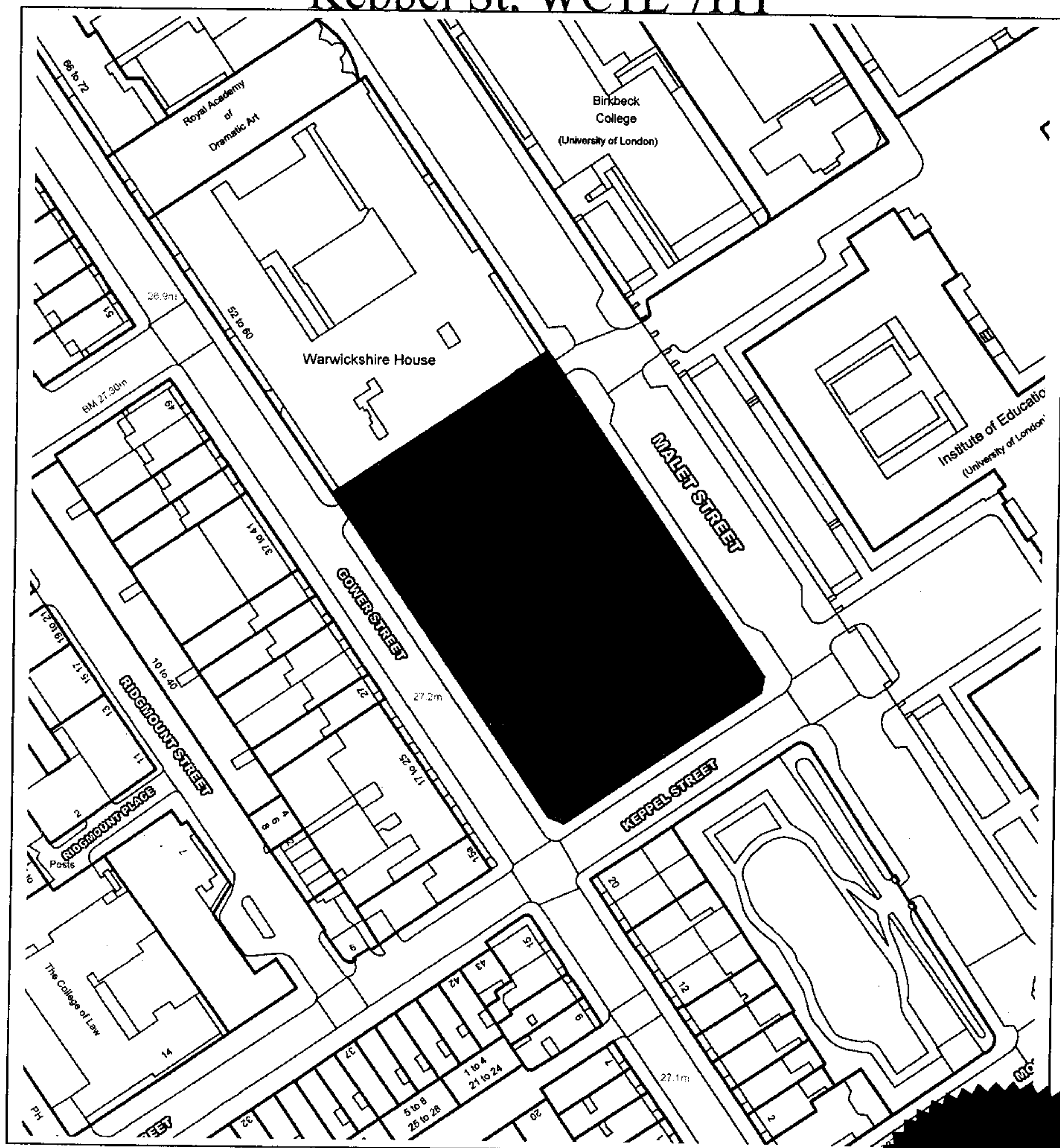
the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.8 "Open Space Contribution"

the sum of £50000 (fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for improvements to the public open space at Tavistock Square

- 2.9 "the Parties" means the Council and the Owner
- 2.10 "Pedestrian Infrastructure Contribution" the sum of £40000 pounds (forty thousand pounds) to be applied by the Council in the event of receipt for the carrying out of work to the pedestrian infrastructure and associated measures ("the Pedestrian Infrastructure Works") these to include costs associated with the construction of pedestrian build outs, installation and upgrade of pedestrian crossings, repaving and the relocation or provision of street furniture associated with the implementation of the scheme
- ALWAYS PROVIDED for the avoidance of doubt that (i) the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and (ii) this sum excludes any statutory undertakers costs
- 2.11 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.12 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.13 "the Property" the land known as The London School of Hygiene and Tropical Medicine, Keppel Street,

School of Hygiene and Tropical Medicine Keppel St. WC1E 7HT



London, WC1E 7HT the same as shown shaded grey on the plan annexed hereto

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 includes 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 THE PEDESTRIAN INFRASTRUCTURE CONTRIBUTION

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Infrastructure Contribution in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Infrastructure Contribution in full
- 4.1.3 On Completion of the Pedestrian Infrastructure Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Pedestrian Infrastructure Works
- 4.1.4 If the Certified Sum exceeds the Pedestrian Infrastructure Contribution then the Owner shall within 14 days of the issue of the certificate pay to the Council the amount of the excess, such sum payable by the Owner not to exceed £4,000 (four thousand pounds)
- 4.1.5 If the Certified Sum is less than the Pedestrian Infrastructure Contribution then the Council shall within 14 days of the issue of the certificate pay to the Owner the amount of the shortfall.

4.2 BUSINESS TRAVEL PLAN

- 4.2.1 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 Business Travel Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise

4.3 OPEN SPACE CONTRIBUTION

- 4.3.1 On or prior to the Implementation Date to pay to the Council the Open Space Contribution in full

- 4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Open Space Contribution in full

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 7 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 2006/0895/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 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 Pedestrian Infrastructure and Open Space Contributions pursuant to Clauses 4.1.1 and 4.3.1 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 the 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 AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

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

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 2006/0895/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.

NAI Fuller Peiser
Whittington House
19-30 Alfred Place
London
WC1E 7EA

Application Ref: 2006/0895/P

01 September 2006

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:
School Of Hygiene And Tropical Medicine
Keppel Street
London
WC1E 7HT

DECISION

Proposal:

Erection of a 6 storey ~~full~~ extension within the south courtyard to existing educational institution (Class D1) after demolition of the existing two storey theatre building to create 2,399 square metres of lecture theatre/research office space with bridge links to existing building, meeting rooms, social space, ancillary facilities with associated infrastructure, plant, heating, cooling and ventilation, including the relocation of plant and other accommodation works.

Drawing Nos: Location Plan; 05301 D 001A; 002A; 003A; 004A; 005A; 006A; 007A; 008A 009A; 010A; 011A; 012A; 013A; 014A; 015A; 017A; 018A; 019A; 0020A; 0021A; 0022A 0023A; 0024A; 0025A; 0026A; 0027A; 0028A; 0030A; 0031A; 0032A; 0033A; 0034A; 0035A 0036A; 0037A; 0040A; 041A; 0042A; 0043A; 0044A; 0045A; 050A; 051A; 052A; 053A; 054A 055A; 056A; 057A; 058A; 059A; 060A; 061A; 070A; 071; 072; 073; 074; 075; 076; 077; 080 081; 05301 L 001A; Supporting Documents- Volume 1; Volume 2.

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 Noise levels at a point on the external or sensitive façades shall be at least 5dB(A) less than the existing background level (LA90), expressed in dB(A) when all plant/equipment are in operation. Where it is anticipated that any plant/equipment 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) special attention should be given to reducing the noise levels from that piece of plant/equipment at any sensitive façade to 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.

- 3 Prior to the commencement of any development hereby permitted, a sustainability appraisal shall be submitted to and approved in writing by the Local Planning Authority. The appraisal shall be in the form of a BREEAM to meet a 'very good' standard. Thereafter, the building shall be constructed and maintained in accordance with the agreed details.

Reason: To ensure that the development is sustainable in accordance with the requirements of policy SD9 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 The additional bicycle storage shown on the approved drawings shall be retained and used for no other purpose other than for the storage of bicycles for users of the development.

Reason: In order to satisfactorily provide suitable storage for bicycles in accordance with policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 Before the use commences, details of the method of storage and waste removal including recycled materials shall be submitted to and approved by the Council and the approved method shall thereafter be maintained.

Reason: To safeguard the amenities of the 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.

- 6 The details of the facing materials and landscaping of the development hereby approved shall not be otherwise than as shall have been submitted to and approved by the Council before the relevant part of the works is begun.

Reason: To ensure that the details of the scheme are satisfactory and in order to meet the requirements of policies B1 and B3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 The development hereby approved must be carried out in strict compliance with the plans referred to in this permission. Any alteration to the approved scheme resulting either from the requirements of Building Regulations, or for any other cause, must not take place except with the written agreement of the Council as local planning authority.
- 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. The penalty for contractors undertaking noisy works outside permitted hours is a maximum fine of £5000 per offence. You are advised to consult the Council's Environmental Health department, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel No: 020 7974 6914 or by email env.health@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 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Street Environment Service (Rubbish Collection) on 020 7974 6914. or by email recycling@camden.gov.uk or on the website www.camden.gov.uk/recycling
- 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.
- 5 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Street Environment Service (Waste) on 020 7974 6914 or see the website www.camden.gov.uk/waste
- 6 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the adopted London Borough of Camden Unitary Replacement Development Plan 2006, with particular regard to policies S1, SD2, SD6, SD7B, SD8, SD9, B1, B3, B6, C7, N4, T3, T9, T16, C1C. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers

report.

- 7 The applicant is advised that the sustainability appraisal referred to in condition 3 above, must meet the requirements of Policy SD9 of the Replacement Unitary Development Plan June 2006, specifically it shall achieve a BREEAM/Ecohomes rating of 'very good' and shall incorporate measures to ensure that 10% of the site's electricity and heating needs are derived from renewable sources.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION



London School of Hygiene & Tropical Medicine

Green Travel Plan

1. Introduction

- 1.1 The London School of Hygiene & Tropical Medicine is an internationally renowned postgraduate medical school, one of very few in the world with leading expertise in public health and tropical medicine. It provides a national and international focus for collaboration in teaching and research where clinical, population, laboratory and social sciences are integrated to address the broad issues of health. The strength of these, combined in a single institution and tightly linked by a common mission, creates a unique multidisciplinary environment for teaching, training and research. That mission is

"...to contribute to the improvement of health worldwide through the pursuit of excellence in research, postgraduate teaching, advanced training in international public health and tropical medicine, and through informing policy and practice in these areas."

- 1.2 The School's international reputation is reflected in its student and staff population: 2500 students study masters and research degrees from 127 countries and 800 staff from 40 countries undertake teaching and research. Of those students based in London 60% are from outside of the UK, 50% from outside EU, and have an average age of 32.
- 1.3 The student population of about 2500 is composed of the following:

London-based

	<i>MSc</i>	<i>PhD</i>	<i>Total</i>
<i>Full-time</i>	470	190	660
<i>Part-time</i>	120	120	240
<i>Total</i>	590	310	900

Distance-based

	<i>MSc</i>
<i>Part-time</i>	1600

- 1.4 Although the London-based student population is expected to grow modestly, LSHTM strategy is that the major development in the School's teaching and training will be within its distance learning programme where

students participating in 100+ countries study from home and are in receipt of physical or electronic material/support sent or electronically available from the School, in order to complete their course of studies.

- 1.5 The LSHTM occupies 6 buildings within one mile radius of its main site at Keppel Street. London-based students are taught mainly at the Keppel Street and Bedford Square sites and at facilities of neighbouring institutions, all within walking distance of each other.
- 1.6 The School has a Sustainability Group, led by the Director of the institution and including senior School experts on related issues such as climate change and public health. The aim of the group is to promote the rapid year on year reduction in CO₂ emissions associated with the activities of LSHTM, including its staff and students, and its current tasks include: (i) review of current energy and resource use by the School and its staff and students; (ii) establishing monitoring procedures for fossil fuel consumption: staff/student travel, energy use within the building, consumption of other resources; (iii) developing policies for emissions reduction – travel (including by air), carbon offsetting, buildings energy use, and purchasing policies, and (iv) facilitation of training for staff and students on these issues.

2. Aims

- 2.1 The main aim of the LSHTM's Green Travel Plan is to contribute to local, national and global sustainability (and staff/student/visitor health benefits) in promoting actively, walking and cycling, and the use of public transport for staff, students and visitors travelling to/from the LSHTM and on LSHTM business.
- 2.2 This plan has been developed in response to Planning Policy Guidance note 13 which 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."

3. Transport Accessibility Review

- 3.1 The LSHTM has reviewed transport accessibility to its own buildings and incorporates green travel information including rail, tube, and bus routes into the prospectus and 'How to find us' literature issued to staff, students and visitors. The School's intra and internet sites provide links to public interest travel information such as that available from Transport for London.

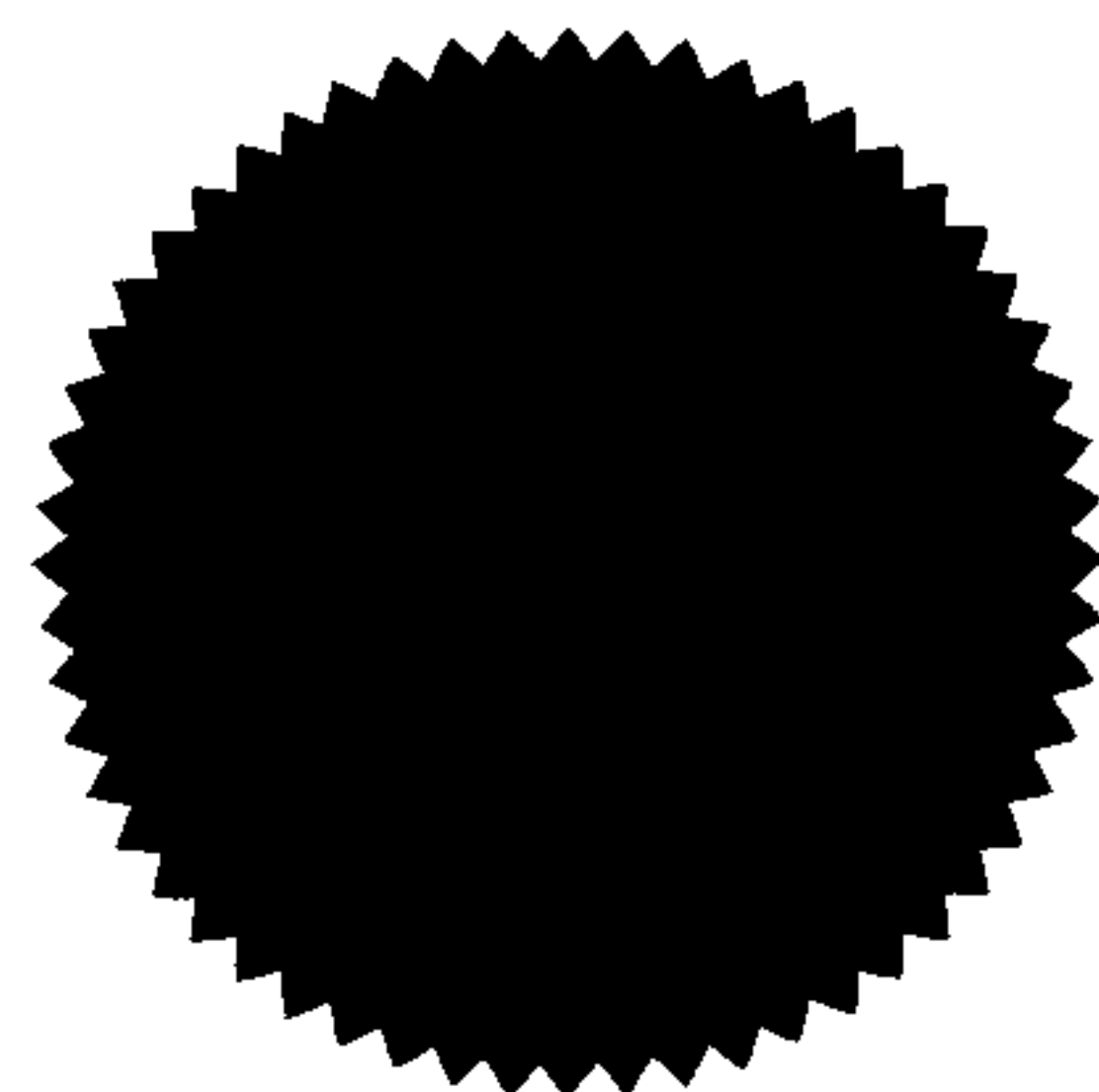
- 3.2 The documents and the LSHTM website will be amended to include details of cycle routes.
- 3.3 The LSHTM Sustainability Group keeps the LSHTM local/national impact with respect to travel, under review and has been working on reducing and mitigating the global impact. The international nature of much of the LSHTM work and the staff and student population means that international travel has been significant. In addition, considerable travel is undertaken cross London and cross UK to other institutions, scientific establishment and associated conferences.
- 3.4 Over the last 18 months the LSHTM has introduced a policy to reduce national and international travel and as an aid to this has enhanced its video conferencing and web-streaming facilities and now promotes telephone interviewing, wherever possible. Information and encouragement to participate in carbon-offsetting has been made available on the intranet and through LSHTM-wide briefings.

4. Emission/Vehicle Reduction

- 4.1 One of the key objectives of the LSHTM Estate Strategy is to ensure that its London-based activities are centred on its main site at Keppel Street and within a one mile radius thereof to ensure that all sites are within easy walking distance of each other thus obviating the need for motorised transport between buildings.
- 4.2 The LSHTM does not have any car parking facilities. As part of its policy to support sustainable travel, the LSHTM does not have any parking permits from the University of London or any other local institution.
- 4.3 The LSHTM supports environmental policies to reduce the number of vehicles in London and has only one van. When the life span of this vehicle is over the LSHTM will review options for portering between buildings, to ensure that it can meet its aims for sustainability in travel or consider the purchase of an electronic van.

5. Public Transport Access

- 5.1 The LSHTM actively encourages the use of public transport by providing interest free annual season ticket loans to staff.



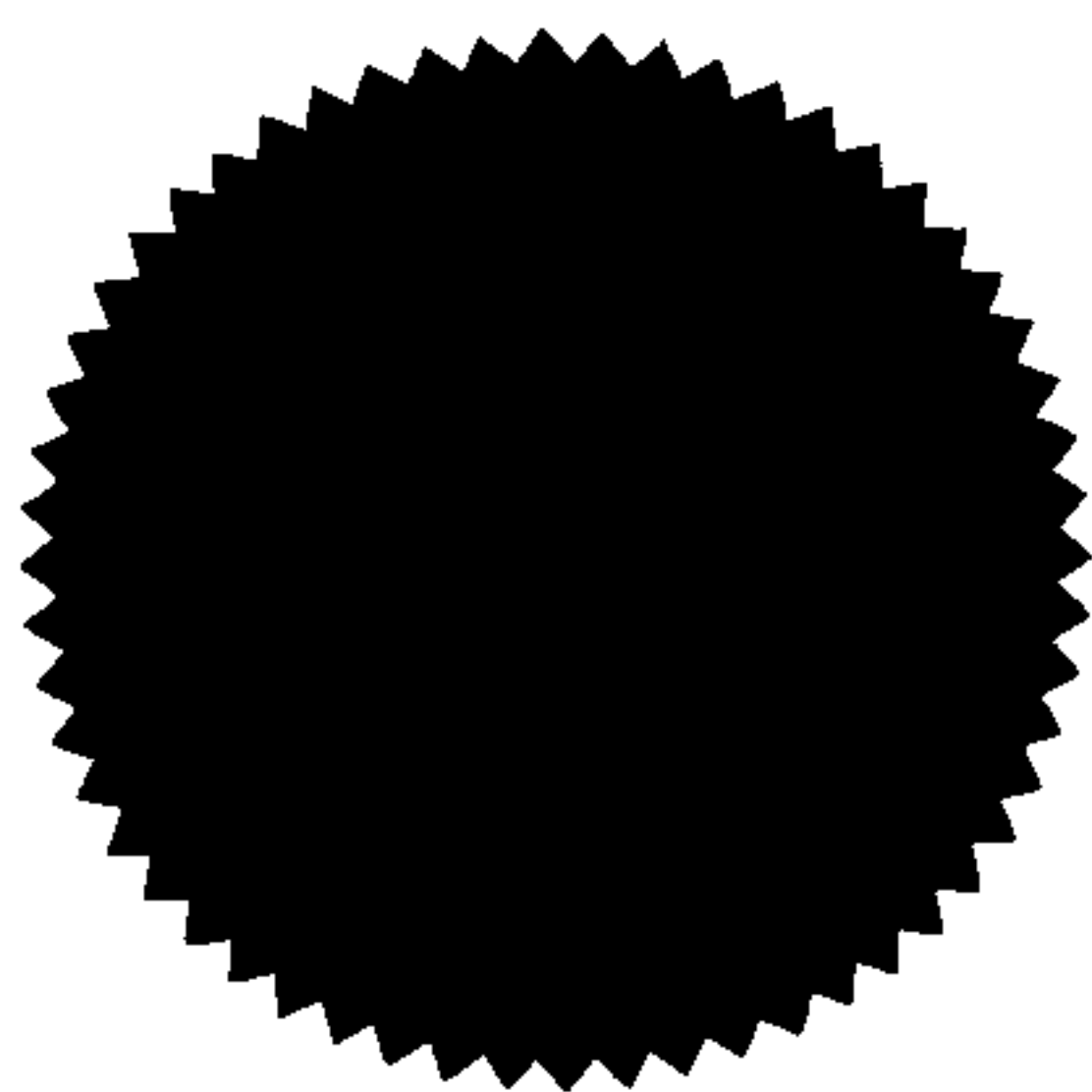
- 5.2 LSHTM Policy states that staff should use public transport when travelling on School business in the UK and wherever possible overseas and claims for travel must be submitted on this basis.

6. Provisions for cyclists

- 6.1 The LSHTM encourages staff and students to cycle to the LSHTM and provides cycle storage on its main site in Keppel Street and has promoted such storage in Bedford Square where three of its other properties are located. The School's onsite provision in Keppel Street for 64 bikes will be increased by 20 over the next 18 months as part of the South Courtyard development.
- 6.2 Shower and changing facilities are provided in 3 of the School's six sites including multiple provision at the larger sites: Keppel Street and 49-51 Bedford Square. In addition the LSHTM provides interest-free loans for staff wishing to purchase bicycles.
- 6.3 The LSHTM will work with the Council, in association with the University of London and as a consequence of funding to be provided within the Section 106 agreement, to provide further improvements to the current provisions of cycle paths in the immediate vicinity of Keppel Street and the local area.

7. Implementation, Monitoring and Review

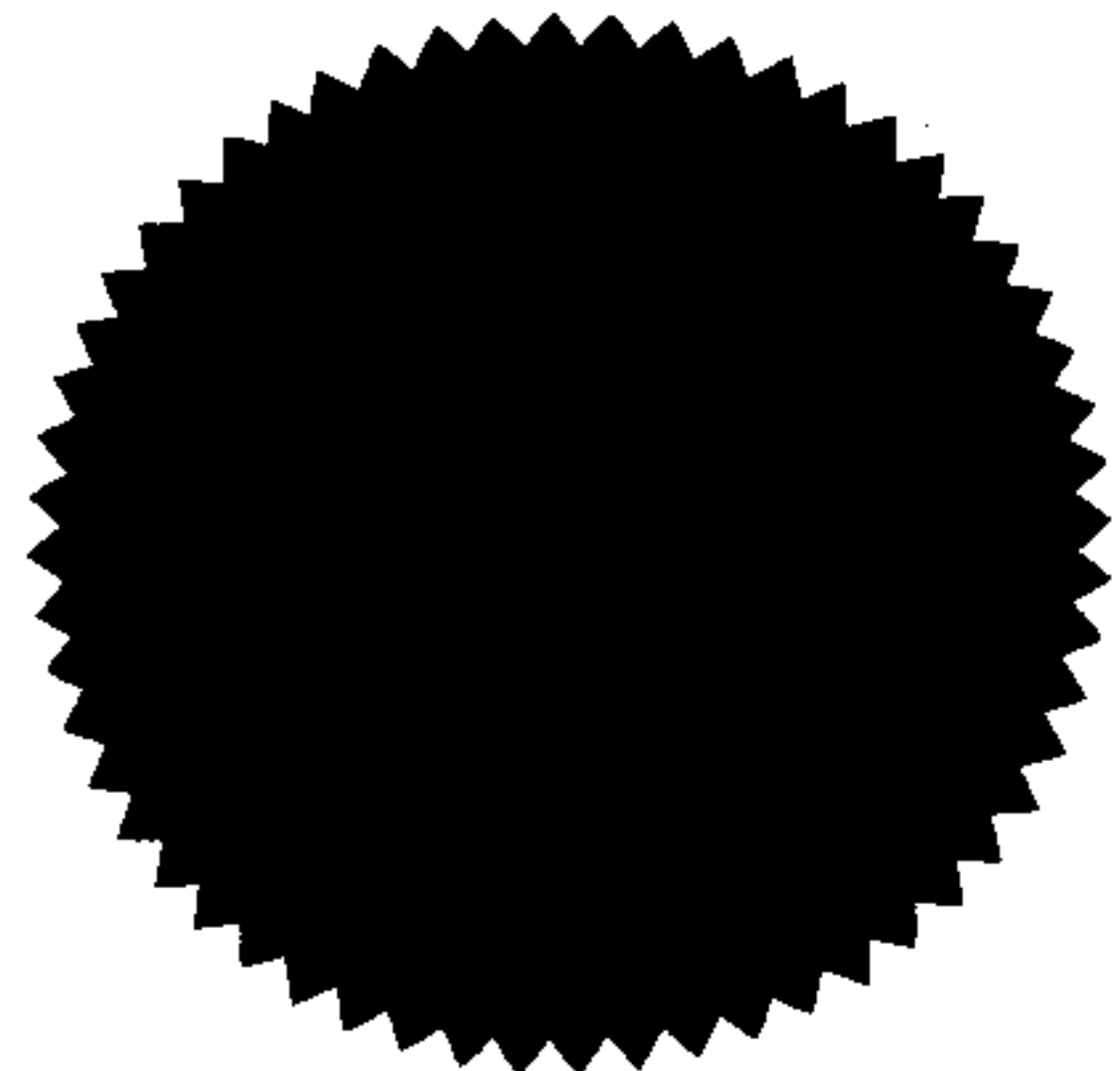
- 7.1 The School's Sustainability Group under the leadership of the Director, will be reviewing and monitoring the School's environmental impact in many areas including Travel. The Group reports termly to the Senior Management Team. The Estates Manager who is a key member of the Group has been designated as the Green Travel Co-ordinator, and in this role will:
- (i) liaise with staff and student bodies to examine the use of existing modes of travel and to discuss measures to encourage green travel throughout the LSHTM business;
 - (ii) ensure that this plan is implemented, monitor progress and report to the Sustainability Group;
 - (iii) develop the travel plan;
 - (iv) obtain and maintain commitment and support from senior management, staff and students;



Handwritten signature or initials, possibly reading "M. J." followed by a stylized flourish.

- (v) continue the promotion and the raising of awareness of green travel in the LSHTM;
 - (vi) act as a point of contact for all staff and students requiring information;
 - (vii) keep abreast of developments such as the use of low/no emission vehicles, e-approaches to meetings/interviews/teaching/training and conferences to ensure that the LSHTM is in a position to respond to all possible opportunities to promote green travel.
 - viii) Carry out a staff and student Travel Survey to ascertain current transport modes and identify opportunities for more sustainable modes. Survey to be carried out upon commencement of Travel Plan and every two years thereafter.
 - Viii) Co-ordinator to work with Camden Council Travel Plan Officer to set targets for the Travel Plan.
- 7.2 The Green Travel Co-ordinator will support the work of the Sustainability Group by undertaking a full review of the green travel plan every two years and reporting findings and suggestions for action to the Senior Management Team. The Sustainability Group will regularly monitor the progress made on implementing the current plan and then review the plan's effectiveness and steer future developments, reporting to the Senior Management Team as necessary. The Co-ordinator will ensure green travel is promoted in Institute prospectuses, brochures and publicity information.

LSHTM
18.08.06



- 6.2 The Council shall register this Agreement as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of HM 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 The Parties hereto shall act in good faith and shall co-operate with the other to facilitate the discharge and performance of all obligations contained herein and in particular the Owner shall comply with any reasonable requests of the Council to provide documentation within the Owner's possession at the expense of the Owner for the purposes of monitoring compliance with the obligations contained herein
- 6.6 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.
- 6.7 Neither the Owner nor its successors in title nor any person deriving title from the Owner 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.
- 6.8 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.

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

.....
Authorised Signatory

THE COMMON SEAL OF)
The London School of Hygiene and)
Tropical Medicine)
was hereunto affixed)
in the presence of:-)

.....
Authorised Signatory

.....
Authorised Signatory

DATED

7th September

2006

(1) THE LONDON SCHOOL OF HYGIENE AND TROPICAL MEDICINE

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

**The London School of Hygiene and Tropical Medicine Keppel St
London WC1E 7HT**

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

and Section 278 of the Highways Act 1980

**Alison Lowton
Director of Law and Administration
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP**

Tel: 020 7974 5244

Fax: 020 7974 5580

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