

DATED

2005

(1) UNIVERSITY COLLEGE SCHOOL

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
University College School, Frognal, London, NW1
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Alison Lowton
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S:plan/BW/s106 Agreements/University College School(CT)

THIS AGREEMENT is made the day of 2005

B E T W E E N:

1. **UNIVERSITY COLLEGE SCHOOL** Frognal, Hampstead, London, NW1 (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 fourth 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 87522.
- 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 ratified on 17 August 2005 and the Council resolved to grant permission conditionally under reference number 2005/2555/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

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 <u>and ratified</u> on 17 August 2005, for which a resolution to grant permission has been passed conditionally under reference number 2005/3555/P subject to conclusion of this Agreement.	Deleted: (check date)
2.4	"the Development"	the redevelopment of northern part of site involving demolition of swimming pool block and D & T/arts block and erection of new part 2 part 3 storey buildings to accommodate a design/technology/arts block and a modern languages centre, plus associated hard and soft landscaping as shown on drawing numbers Planning Report; Archaeological Impact Assessment Report; Development Proposals; 1485.EX.01; 02; 03; 04; 05; 06; 07; 08; 09; GA.02; 01; 03; 04; 05; 06; DE.01; GS.01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13	
2.5	"The <u>School</u> Travel Plan"	a plan setting out a package of measures to be adopted by the Owner in the management of the Property incorporating the elements set out in the First Schedule hereto with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of <u>sustainable transport options</u> .	Deleted: Green Deleted: environmentally friendly
2.6	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as	

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defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly.

- 2.7 "Occupation Date" the earliest date when any part of the Development is occupied (which for the avoidance of doubt shall not include occupation for purposes of fitting out the Development) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.8 "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
- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto.
- 2.10 "the Property" the Property known as University College School, Frognal, Hampstead the same as is shown edged in red 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 It is hereby agreed between the parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date

3.3 The Council hereby agrees to grant the Planning Permission on the date hereof

4. **OBLIGATION OF THE OWNER**

4.1 The Owner covenants with the Council to submit a draft of the School Travel Plan to the Council on or prior to the Implementation Date.

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4.2 The Owner covenants with the Council not to occupy or permit occupation of any part of the Development until such time as the Council has approved the School Travel Plan.

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4.3 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 School Travel 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 School Travel Plan.

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5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 Within 7 days following completion of the Development to certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2005/3555/P the date upon which the buildings forming the Development are ready for occupation.

- 5.2 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
- 5.3 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 they 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.

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 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 Monitoring Officer, quoting planning reference 2005/3555/P Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 8EQ and in the case of notice or approval to the Owner shall be addressed to its registered offices for the time being or such other address as the Owner shall specify in writing.
- 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 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 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
- 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.
7. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

THE FIRST SCHEDULE

1.0 Introduction and overview

An STP is a practical initiative used by schools to manage their transport issues. An STP has two main purposes:

- to reduce the number of vehicle trips to a school site by encouraging and/or developing alternative travel options
- to raise awareness about travel issues such as air pollution and road safety.

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An STP should include a package of practical measures to increase the number of students and staff that walk, cycle, car share or use public transport, while educating everyone involved about the reasons why these changes are important.

The plan should describe current issues and travel patterns, and set out what measures could be implemented to encourage a change to a more sustainable travel pattern.

A school's travel plan should have clearly stated aims and objectives that can realistically be achieved. It is also important to review and update your travel plan on a regular basis, encouraging participation and detailing any successes you have achieved.

Schools are encouraged to refer to the Department for Transport (DfT) and Department for Education and Skills (DfES) guidance.
http://www.dft.gov.uk/stellent/groups/dft_susttravel/documents/page/dft_susttravel_023992.pdf

2.0 Steps and processes:

2.1 Nominate a coordinator

Each school nominates a coordinator to champion the process. This person will guide the development, implementation, and monitoring of the plan, and be the main point of contact between the partners. The coordinator can be a teacher, a parent or carer, a governor or other senior manager from the school.

Some schools may choose to assign consultants to help develop their plan. The school should still have an internal coordinator to work with the consultant to ensure the plan is achievable.

The STP coordinator should be enthusiastic and committed to seeing the process through to completion. It is essential to the success of the plan that both the process and the coordinator have the full support of the Head, the Governors and other managers in the school.

2.2 Set up a steering group

All schools are advised to set up a steering group. The steering group is responsible, under the guidance of the school's coordinator, for assessing the local issues, gathering ideas, suggesting potential measures and initiatives, and developing, implementing and monitoring the Action Plan. A vital role of the group is to persuade everyone linked to the school that they have a part to play in the travel plan.

The ideal group size is between six and ten people who agree to attend at least once a term. These meetings will be more frequent at the beginning of the process. Once the travel plan is agreed, meetings will be required less frequently, to monitor the implementation process.

Group members should represent as wide a cross section as possible including:

- pupils;
- teachers;
- Camden's School Travel Plan Officer;
- additional local authority representatives i.e. cycle training, road safety; street management;
- governor/parent;
- the police.

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2.3 Research and identify local issues

Before an STP can be developed, information must be collected on the current travel situation. To do this, schools are advised to have students, parents and staff complete questionnaires to establish:

- how pupils and staff currently travel to school
- what potential there is for change (i.e. how many would like to walk, cycle or use public transport but currently do not)
- what the most important deterrents are to walking, cycling and using public transport
- what would encourage people to use their cars less

The survey results provide the base against which to measure the success of the plan and provide essential information to the steering group about the measures to include in the plan.

Schools should aim to survey a statistically representative sample of students as a minimum. The more surveys that are undertaken, the more relevant information can be collected, so schools are encouraged to survey as many pupils as possible.

In addition to the questionnaires, the steering group may decide to go on a walking tour of the area around the school to identify local issues. This can be a great way to involve students in the planning process.

2.4. Identify possible solutions/measures

The steering group should consider what measures the school is already taking and discuss what else could be done. Any information about previous and existing efforts will help the group formulate an effective plan.

There are a wide range of measures the steering group can consider; everything from walking buses and school shuttle buses, remote drop off and collection points to cycle training and secure storage facilities or local road safety improvements. A list of possible measures is provided in the next section.

If the steering group wishes to include measures in the plan that require the support of outside agencies, it is important to get feedback from these agencies to ensure the plan is achievable.

2.5. Agree the aims, objectives, and targets

It is essential that you agree aims and objectives for what your plan is trying to achieve, and

that you set targets that are measurable and achievable. One of the most important objectives should be to reduce the number of car journeys to the school.

Schools that are participating in the parking dispensation scheme may choose to set a target for the number of parking permits issued that matches the gradual 20% reduction of permits issued each year.

2.6 Agree an action plan

The action plan sets out what will be done, by who, and when in order to achieve the aims, targets and objectives. This information can be displayed in a table similar to the one below.

<u>Objectives</u>	<u>Targets</u>	<u>Actions</u>	<u>Time- scales</u>	<u>Lead</u>
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2.7 Implement and monitor

Once the plan has been approved by the head and relevant senior managers/governors, implementation should begin. Monitoring should be scheduled annually to coincide with the school year. It is recommended that travel patterns be surveyed near the beginning and end of each school year in order to track the progress of the plan.

An essential part of the implementation phase is an effective communication strategy to ensure that pupils, parents and staff are aware of the plan, its implications, and what is expected of each group. This includes promotional work for new initiatives such as car sharing schemes, new bus services or car free school days.

2.8. Celebrate successes

Celebrating the successes made towards implementing the school travel plan is important for maintaining momentum and support for the STP process. Schools can be creative about how they do this with everything from newsletters and assembly announcements to in-school awards and competitions for classes with the greatest improvements.

3.0 Required STP elements:

3.1 School champions and an STP coordinator

The most successful STPs are led by a committed and enthusiastic 'champion' who takes responsibility for coordinating the plan.

3.2 School involvement

The success of the STP will depend on how much 'buy-in' the school achieves with its pupils, parents and staff. The most effective STPs seek a high level of engagement from all these groups. One way to do this is through a steering group that works with the 'champion' on a strategic plan. Schools are encouraged to be creative about how they engage their pupils in the process.

3.3 Surveys/research

It is essential to understand how students and staff get to school. You will need to find out what would encourage them to walk, cycle or use public transport? This information will help the steering group decide what measures and priorities should be in the STP. This information can be collected using pupil and parent questionnaires, classroom surveys and/or walking tours of the local area.

3.4 Measurable achievable aims, objectives and targets

Setting aims, targets and objectives are an essential part of any STP. They should be realistic, achievable, time-specific and measurable. Effective target setting will help to ensure that the key objectives can be met.

3.5 Consultation and communication

Parents, staff, students and local people should be kept informed of progress and their views continuously sought. Communication is essential to ensure all those affected can participate in any relevant initiatives. Newsletters, surveys, annual reports, letters, leaflets and local papers can be used to give and receive information.

3.6 Policy Review

The steering group should undertake a review of relevant school policies and their impact on the objectives of the plan. In some cases schools can make a significant impact on travel patterns, safety and the environment through simple changes to existing policies.

3.7 Action Plan

An STP must clearly set out its proposed measures and timescales, necessary for achieving each target. This should be written in the form of an action plan that includes the resources required for each proposal, and who is personally responsible for taking each step forward.

3.8 Partnerships

Many schools will need to involve external partners in the travel plan, such as council officers, local police, transport operators, or local businesses and residents. It is important to identify these partners early and get them involved. The Council's school travel plan officer is an essential partner for all Camden schools.

3.9 Timescales and programme

Most travel plans are for a three-year period, at which point, a full progress review should be undertaken and new targets developed. Obviously, some measures will take some time to achieve while others can be undertaken almost immediately. A travel plan programme should aim to achieve some early successes to help the plan gain momentum.

3.10 Monitoring

It is important to monitor the plan's progress to ensure the objectives are being met. The results of any monitoring will form the basis of the annual progress report made to the Council. Monitoring programmes are most effective when built into and around the school year.

4.0 Further Information and support

For further information see Camden's STP website. . www.camden.gov.uk/stp or contact Camden's STP coordinator, Simon Bishop on Simon.Bishop@camden.gov.uk or 020 7974 5965.

IN WITNESS whereof the and the Council have caused their respective common seals to be affixed the day and year first above written.

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Inserted: SEE SEPARATE ATTACHED DOCUMENT

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¶ THE GREEN TRAVEL PLAN¶

¶ Part I . Components of the Green Travel Plan¶

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

¶ 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 Green Travel Plan see "A travel plan resource pack" which is available from ETSU on 0800 585794 or see the DTLR's travel plan website: www.local-transport.dtlr.gov.uk/travelplans/index.htm.)¶

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

¶ In drawing up to the Green Travel Plan the Owner shall ensure that provisions relating to the following matters are contained within the Plan.¶

¶ Review, management, promotion.¶

¶ 1. . . annual review and monitoring of the Property's accessibility in Green Transport terms in accordance with the principles set out in Part II of this Schedule. ¶

¶ 2. . . regular promotion of measures to facilitate the Property's accessibility in Green Transport terms including through text being incorporated into all brochures/menus/programmes relating to the Development and into publicity material as appropriate and by making copies of the Green Travel Plan available to staff and members at the Development ¶

¶ 3. . . ongoing senior management commitment ¶

[1]

THE COMMON SEAL OF)
UNIVERSITY COLLEGE SCHOOL)
was hereunto affixed)
in the presence of:-)

.....
Authorised Signatory

.....
Authorised Signatory

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

.....
Authorised Signatory

Deleted: THE COMMON
SEAL OF
UNIVERSITY COLLEGE
SCHOOL
was hereunto affixed in the
presence of:-

.....
Director
Director/Secretary

DATED

2005

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