

DATED

24 NOV 1993

1993

THE HALL SCHOOL CHARITABLE TRUST

- and -

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

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A G R E E M E N T

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Relating to land known as 69 Belsize Park, The Hall School, NW3

Ref: LEGAL/PLANNING/INPC

THIS DEED OF AGREEMENT is made the 24<sup>th</sup> day of MARCH One  
Thousand nine hundred and ninety-three B E T W E E N THE HALL SCHOOL  
CHARITABLE TRUST of 6/10 Eldon Street London EC2M 7LU ("the Owner") (1)  
and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall  
Euston Road London NW1 2RU ("the Council") (2)

WHEREAS

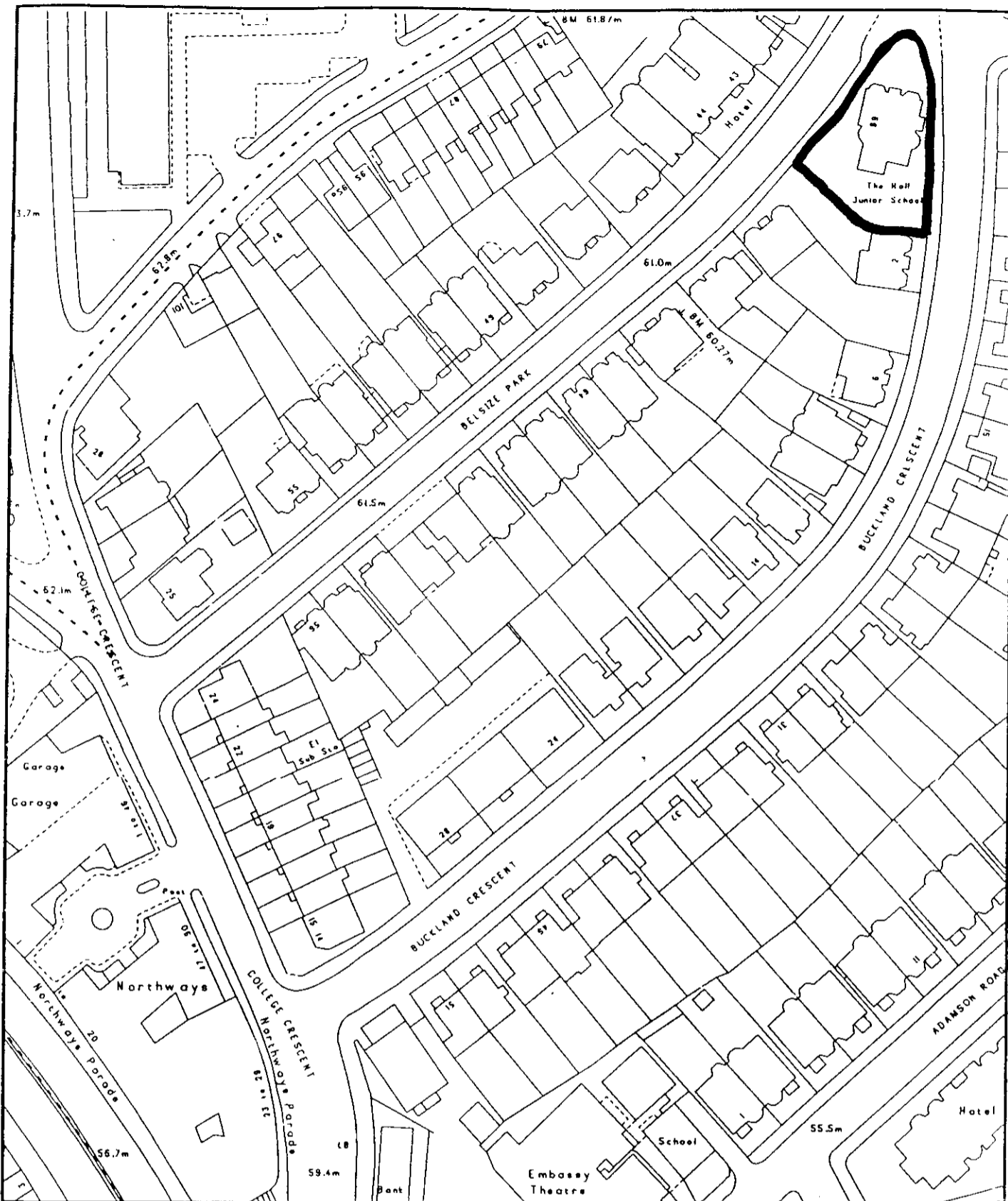
- (1) The Owner is the registered proprietor of the land situate at 69 Belsize Park known as the Hall School ("the Land") the boundaries whereof are delineated for the purpose of identification only on the plan annexed hereto and thereon edged red which land is together with other land registered at H M Land Registry with title absolute under Title Number NGL320174
- (2) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 as amended ("the Act")
- (3.1) A planning application was submitted by the Owner to the Council on 29 August 1991 and given reference number PL/1900978/R2 for planning permission for the erection of a five-storey rear extension to the existing school building, as shown on drawing numbers 1454/P/001B, 1454/P/002B and 1454/P/003B
- (3.2) A linked planning application was submitted by the Owner to the Council on 29 August 1991 and was given reference number HB/9160110/R2 for Conservation Area Consent for the demolition of a two-storey rear addition, alterations to the roof and removal of a four-storey external fire escape in association with a five-storey rear extension to the existing school building as shown on drawings numbered 1454/P/001B, 1454/P/002B and 1454/P/003B
- (3.3) Planning application number PL/1900978/R2 and Conservation Area application number HB/9160110/R2 are together hereinafter referred

to as "the Application" and the works required to implement the Application are hereinafter referred to as "the Development".

- (4) The Council considers it expedient in the interests of the proper planning of its area that the development of the Land should be restricted or regulated in accordance with this Agreement
- (5) For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act
- (6) The Council has by a permission pursuant to the Application of even date herewith ("the Planning Permission") permitted the Development subject to the covenants undertakings and restrictions herein contained
- (7) Save for the provisions of Clauses 8 and 9 which shall come into effect on the date hereof the parties hereto intend that this Agreement shall come into effect upon the date ("the Implementation Date") of the implementation of the Development by the carrying out of a material operation as defined in Section 56(4) of the Act

NOW THIS DEED WITNESSETH as follows:-

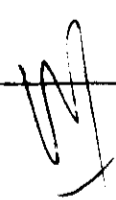
1. This Agreement is made in pursuance of Section 106 of the Act as substituted by the Planning and Compensation Act 1991 and is a planning obligation for the purposes of Section 106 aforesaid and shall be enforceable by the Council against the Owner and against any person deriving title to the Land from the Owner
2. It is hereby agreed between the parties hereto that save for the provisions of Clauses 8 and 9 below which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner forthwith upon the Implementation Date



# London Borough of Camden

69 Belsize Park

Planning Transport & Health Services  
 Town Hall Extension  
 Argyle Street Entrance  
 London WC1H 8EQ



3. The Owner hereby covenants with the Council that it will not make any claim for compensation in respect of any condition restriction provision or other matter mentioned in this Agreement or arising from the existence of this Agreement
4. Save insofar as legally or equitably permitted this Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory function or in any other capacity
5. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice to be served under or in connection with this Agreement any notice to the Council to be in writing and addressed to the Chief Executive (Reference: LEGAL/PL/INPC) London Borough of Camden Town Hall Euston Road London NW1 2RU and any notice to the Owner to be addressed to its registered office for the time being
6. It is hereby agreed and declared by the Owner and the Council that the Schedule hereto forms part of this Agreement and the Owner hereby agrees with the Council to observe and perform the provisions thereof
7. It is hereby agreed and declared:-
  - 7.1 that (unless otherwise proposed by the Owner) this Agreement shall be revoked and be of no further effect if:-
    - 7.1.1 the Planning Permission shall lapse without having been implemented shall be revoked or shall be modified other than at the request of the Owner or

- 7.1.2 a planning permission is granted in respect of the Site which is inconsistent with the terms of this Agreement
- 7.2 that the Owner shall upon parting with the entirety of its interests in the Land be released from all liability whatsoever under the terms of this Agreement save in so far as it relates to a relevant prior breach of this Agreement
- 7.3 that unless otherwise specified where any agreement certificate consent permission expression of satisfaction or other approval is to be given by the Council or any person on its behalf under the terms of this Agreement the same shall not be unreasonably withheld or delayed
8. This Agreement shall be registered as a Local Land Charge
9. The Owner agrees to pay the Council its reasonable costs incurred in preparing this Agreement in the sum of £422.50

DELIVERED as a deed on the day and year first above written

THE SCHEDULE

The Owner hereby covenants with the Council that (subject to the provisions of Clause 2 hereof) for so long as the Land shall remain in use as a school under the terms of the Planning Permission granted pursuant to application reference number PL/1900978/R2 unless otherwise agreed by the Council the number of students/pupils present at the Hall School at 69 Belsize Park NW3 shall not exceed 160 (One Hundred and Sixty).

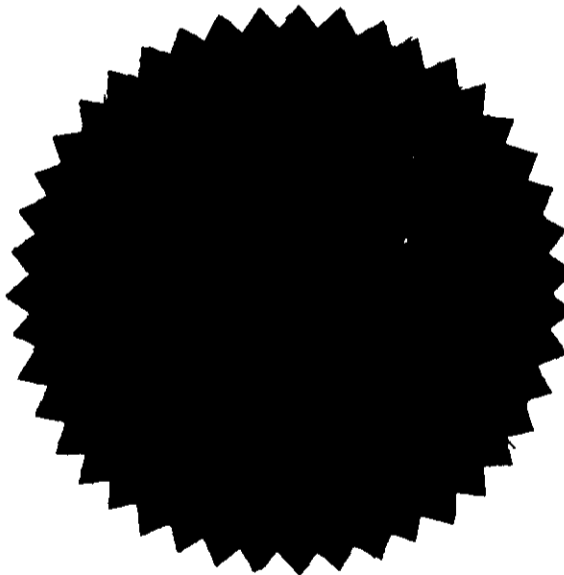
EXECUTED UNDER THE COMMON }  
SEAL OF THE HALL SCHOOL }  
CHARITABLE TRUST in the }  
presence of:- }

Director *Julian Worth*

Secretary *W. Grey*

EXECUTED UNDER }  
THE COMMON SEAL OF THE }  
LONDON BOROUGH OF CAMDEN }  
in the presence of:- }

*John Readon*  
Controller of Legal Services



DATED

1993

TOWN AND COUNTRY PLANNING ACT 1990

THE HALL SCHOOL CHARITABLE TRUST

- and -

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

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A G R E E M E N T

regarding land at  
69 Belsize Park known as  
The Hall School London NW3

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Lyn Meadows  
Controller of Legal Services  
Town Hall  
Euston Road  
LONDON NW1 2RU

Ref: LEGAL/INPC/PL  
Tel: 071 413 6927