

DATED

27 May

2015

(1) WOBURN ESTATE COMPANY LIMITED and BEDFORD ESTATES NOMINEES LIMITED

and

(2) BEDFORD ESTATES LONDON ESTATES LLP

and

(3) THREADNEEDLE PENSIONS LIMITED

and

(4) 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 Heal's Building 196 Tottenham Court Road London W1T 7LQ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
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 1918
Fax: 020 7974 2962

CLS/COM/ESA/1685.2920
FINAL

THIS AGREEMENT is made the 27th day of May 2015

B E T W E E N:

- i. **WOBURN ESTATE COMPANY LIMITED** (Co. Regn. No. 01608381) and **BEDFORD ESTATES NOMINEES LIMITED** of The Bedford Office, Woburn, Milton Keynes MK17 9PQ (hereinafter called "the Freeholder") of the first part
- ii. **BEDFORD ESTATES LONDON ESTATES LLP** (Co. Regn. No. OC383002) whose registered office is at 29A Montague Street London WC1B 5BL (hereinafter called "the First Leaseholder") of the second part
- iii. **THREADNEEDLE PENSIONS LIMITED** (Co. Regn. No. 00984167) whose registered office is at 60 St Mary Axe, London EC1A 8JQ (hereinafter called "the Second Leaseholder") of the third part
- iv. **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

1. WHEREAS

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL908998.
- 1.2 The Freeholder is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The First Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL937909.
- 1.4 The First Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL908681.

- 1.6 The Second Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.7 The Freeholder, the First Leaseholder and the Second Leaseholder shall hereinafter be jointly referred to as "**the Owner**".
- 1.8 A Planning Application for the development of the Property was submitted to the Council and validated on 16 July 2014 and the Council resolved to grant permission conditionally under reference number 2014/4561/P subject to conclusion of this legal Agreement.
- 1.9 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.
- 1.10 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.
- 1.11 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 Development"

repositioning of the retail entrance to Heal's retail store, alterations to the office entrance and service door on Alfred Mews and replacement of existing rooftop plant with new plant. as shown on drawing numbers P(00)001 Rev B, P(0)010, P(00)013, P(00)014, P(00)015, L(00)016, P(0)050, P(0)051, P(0)099, P(0)100, P(0)101, P(0)102, P(0)103, P(0)104, P(0)105, L(0)106, P(0)150, P(0)151, A(0)100, A(0)101, A(0)102, C(0)010, C(0)011, C(0)012, C(0)013, C(0)014, C(0)015, C(0)100 Rev 5354, C(0)101 Rev 5354, C(0)102, C(0)103, C(0)104, C(0)105, C(0)106, BSRL(57)1001 Rev C and Acoustic Report Ref 14078-002 by Philip Acoustics Ltd dated June 2014

2.4 "the Highways Contribution"

the sum of £21,804.21 (twenty one thousand eight hundred and four pounds and twenty one pence) 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 the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) a raised table on Alfred Mews; and
- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development

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

2.5 "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

2.6 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.7 "the Parties"

mean the Council the Freeholder, the First Leaseholder and the Second Leaseholder

2.8 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 16 July 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/4561/P subject to conclusion of this Agreement

2.9 "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

- 2.10 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.11 "the Property" the land known as The Heal's Building 196 Tottenham Court Road London W1T 7LQ the same as shown shaded grey on the plan annexed hereto
- 2.12 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

3. **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 Second Leaseholder as provided herein and against any person deriving title to any part of the Property subject to the Development by the Second Leaseholder but not against any occupational tenants or other occupiers unless such occupational tenants or other occupier acquires an interest from the Second Leaseholder in any part of the Property subject to the Development and insofar as it is not a planning obligation its provisions may be enforceable to the extent that the same apply 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 as at the date hereof.
- 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, 7 and 8 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.
- 3.8 Any approval, consent, direction, authority, agreement or action to be given by the Council under this agreement shall not be unreasonably withheld or delayed.

4. **OBLIGATIONS OF THE OWNER**

The Second Leaseholder hereby covenants with the Council as follows:-

4.1 **Highways Contribution**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.1.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.1.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.1.3 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.1.4 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it reasonably considers appropriate.
- 4.1.5 On completion of the Highway Works the Council may provide to the Second Leaseholder a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

- 4.1.6 If the Certified Sum exceeds the Highway Contribution then the Second Leaseholder shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess provided that such excess shall be fair and reasonable.

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

- 5.1 The Second Leaseholder shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 The Owner and the Council shall each act in good faith and shall co-operate with the other 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 Development or any requests to provide documentation within the Owner's possession (at the Second Leaseholder's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.3 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.
- 5.4 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment by the person making such request of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.5 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and

citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2014/4561/P.

5.7 Payment of the Highways Contribution pursuant to Clause 4.8 of this Agreement shall be made by the Second Leaseholder to the Council sending the full amount via electronic transfer (where practicable). The Second Leaseholder shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2014/4561/P. Electronic Transfer be made directly to the Co-operative Bank Plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account no. 61030019

5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.8 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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2014/4561/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 by the Council as a Local Land Charge.
- 6.3 The Second Leaseholder 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 the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Freeholder, the First Leaseholder, the Second Leaseholder nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.
- 6.9 Following performance and full satisfaction of all the terms of this Agreement or if this Agreement is determined pursuant to clause 6.8 the Council shall on the written request of the Owner cancel all entries made in the local land charges register in respect of this Agreement.
- 6.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission other than the Planning Permission or modification, variation or amendment thereof granted after the date of the Planning Permission.

7. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

- 8.1 Other than in respect of the Owner's successors in title and assigns and any occupational tenants or occupiers having an interest in any part of the Property the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO THE HEAL'S BUILDING 196
TOTTENHAM COURT ROAD LONDON W1T 7LQ

IN WITNESS WHEREOF the Council has caused their Common Seal to be affixed and the Freehold Owner, First Leaseholder and Second Leaseholder have caused this Deed to be executed as a Deed the day and year first above written.

**EXECUTED as a Deed by WOBURN
ESTATE COMPANY LIMITED by the
signature of a director in the presence of
the undersigned witness:**)
)


Mark Chevalley de Rivaz
Director

Witness: (Signature)

Witness: (Print name)

Ellen Louise Cannon
29a Montague Street
London WC1B 5BL

Address:

Occupation:

Personal Assistant

**EXECUTED as a Deed by BEDFORD
ESTATES NOMINEES LIMITED by the
signature of a director in the presence of
the undersigned witness:**)
)


Mark Chevalley de Rivaz
Director

Witness: (Signature)

Witness: (Print name)

Ellen Louise Cannon
29a Montague Street
London WC1B 5BL

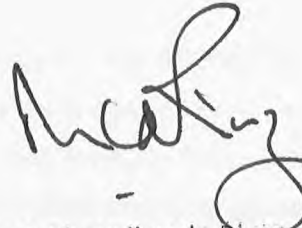
Address:

Occupation:

Personal Assistant

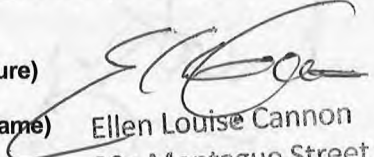
**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO THE HEAL'S BUILDING 196
TOTTENHAM COURT ROAD LONDON W1T 7LQ**

EXECUTED as a Deed by)
BEDFORD ESTATES LONDON ESTATES)
LLP acting by)
 Mark Chevalley de Rivaz)
)
duly authorised by LONDON ESTATES)
NOMINEES LIMITED)
to sign on its behalf as member of)
BEDFORD ESTATES LONDON)
ESTATES LLP in the presence of:)



Mark Chevalley de Rivaz

On behalf of Member

Witness: (Signature) 

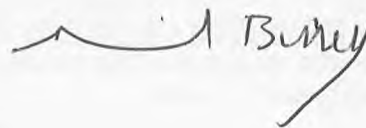
Witness: (Print name) Ellen Louise Cannon
 29a Montague Street
 London WC1B 5BL

Address:

Occupation: Personal Assistant

THE COMMON SEAL of Threadneedle)
Portfolio Services Limited as Attorney for)
Threadneedle Pensions Limited pursuant to a)
Power of Attorney dated or with effect from)
01 March 2015 was affixed to this deed)
in the presence of:-)

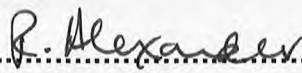
Authorised Signatory



Authorised Signatory



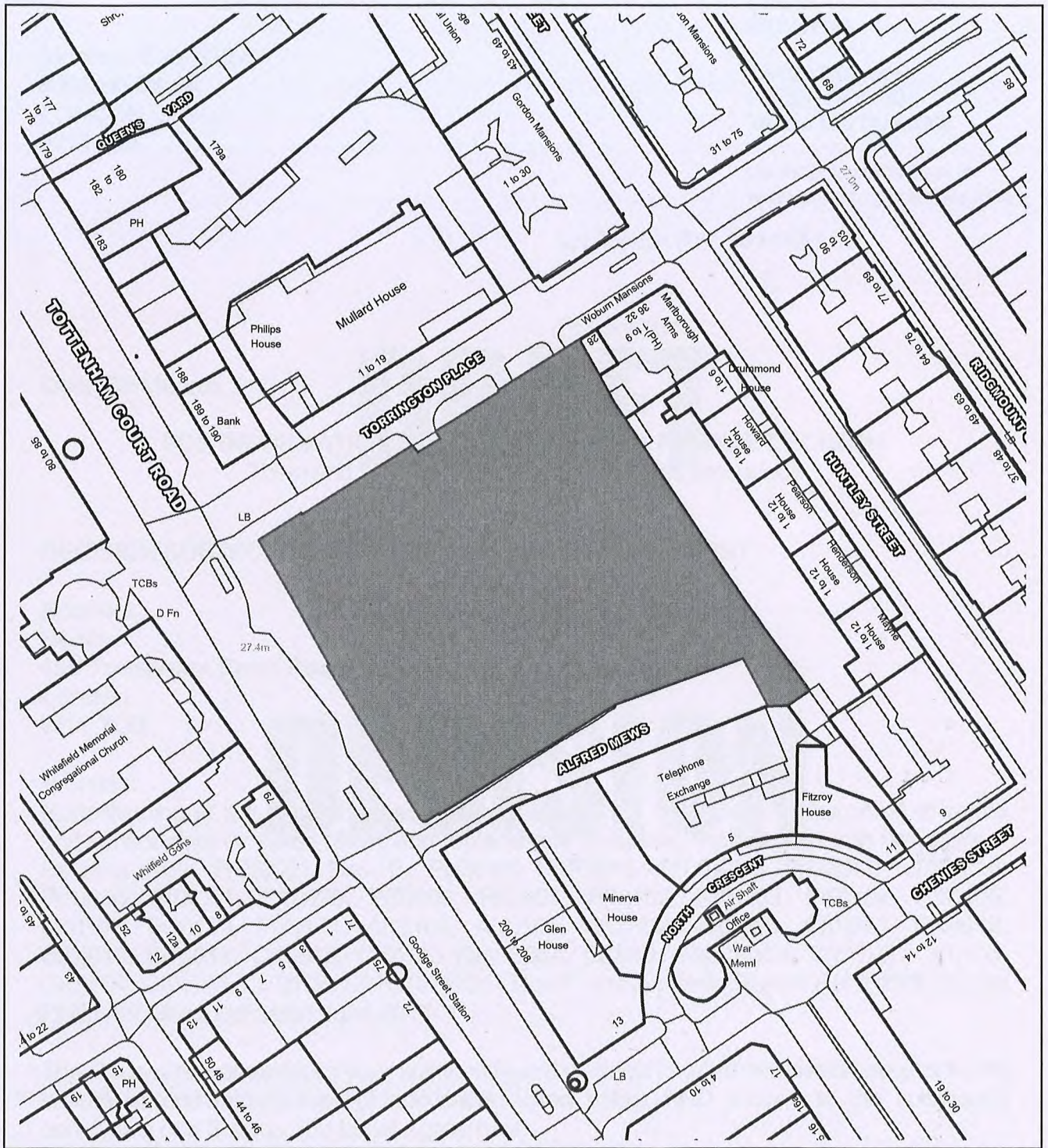
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN)
was hereunto affixed by Order:-)

..... 

Duly Authorised Officer



NORTHGATE SE GIS Print Template



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Montagu Evans LLP
5 Bolton Street
LONDON
W1J 8BA

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Application Ref: **2014/4561/P**

28 April 2015

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Heal's
196 Tottenham Court Road
London
W1T 7LQ

Proposal:

DECISION
Repositioning of the retail entrance to Heal's retail store, alterations to the office entrance and service door on Alfred Mews and replacement of existing rooftop plant with new plant.
Drawing Nos: P(00)001 Rev B, P(0)010, P(00)013, P(00)014, P(00)015, L(00)016, P(0)050, P(0)051, P(0)099, P(0)100, P(0)101, P(0)102, P(0)103, P(0)104, P(0)105, L(0)106, P(0)150, P(0)151, A(0)100, A(0)101, A(0)102, C(0)010, C(0)011, C(0)012, C(0)013, C(0)014, C(0)015, C(0)100 Rev 5354, C(0)101 Rev 5354, C(0)102, C(0)103, C(0)104, C(0)105, C(0)106, BSRL(57)1001 Rev C and Acoustic Report Ref 14078-002 by Philip Acoustics Ltd dated June 2014.

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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: P(00)001 Rev B, P(0)010, P(00)013, P(00)014, P(00)015, L(00)016, P(0)050, P(0)051, P(0)099, P(0)100, P(0)101, P(0)102, P(0)103, P(0)104, P(0)105, L(0)106, P(0)150, P(0)151, A(0)100, A(0)101, A(0)102, C(0)010, C(0)011, C(0)012, C(0)013, C(0)014, C(0)015, C(0)100 Rev 5354, C(0)101 Rev 5354, C(0)102, C(0)103, C(0)104, C(0)105, C(0)106, BSRL(57)1001 Rev C and Acoustic Report Ref 14078-002 by Philip Acoustics Ltd dated June 2014.

Reason:

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

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

Reason: To safeguard the amenity of the neighbour residents and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape,

access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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 advised that the lettering located to the corner of Tottenham Court Road and Alfred Mews would constitute an advert and require a separate application for Advertisement Consent and an accompanied Listed Building consent.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

DECISION