

# Denmark Street Retail Area Plan

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

Iceni Projects Limited on behalf of  
Consolidated Developments Ltd  
and Laurence Kirschel

March 2016

ICENI PROJECTS LIMITED  
ON BEHALF OF  
CONSOLIDATED  
DEVELOPMENTS LTD AND  
LAURENCE KIRSCHEL



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# 1. INTRODUCTION

- 1.1 The Denmark Street Retail Area Plan is submitted in order to discharge the requirements of Clause 4.7 of the S106 Agreement dated 31st March 2015 between 1) Consolidated Developments Limited And 2) Laurence Grant Kirschel And 3) National Westminster Bank PLC And 4) DB UK Bank Limited And 5) The Mayor and Burgesses of the London Borough of Camden as varied by a Deed of Variation dated [ ] 2016 between the same parties : Relating to land known as St Giles Circus Site including: 138-148 (Even) Charing Cross Road; 4,6,7,9,10, 20-28 (inclusive) Denmark Street; 1-6 (inclusive), 16-23 (inclusive) Denmark Place; 52-59 (inclusive) St Giles High Street; 4 Flitcroft Street; and 1 Book Mews and 71 Endell Street, WC2H 9AJ.
- 1.2 The Section 106 Agreement contemplates that this Plan will be entered into to provide a detailed framework for the future management and occupation of the Denmark Street Retail Area and in particular:-
- 1.2.1 to give each of the Existing Tenants the opportunity to take up a lease of a Unit following the completion of the development before the Units are offered to others;
- 1.2.2 in relation to Units not required to be offered to existing tenants (because there may be more units than existing tenants) and in relation to units that may in the future become vacant and are to be re-offered in the market by the owner, in the first instance to seek tenancy wish to use the units for Tin Pan Alley Uses then.

## 2. DEFINITIONS

The following definitions apply:-

- 2.1 "S 106 Agreement" means the Agreement as varied referred to in clause 1.1 above
- 2.2 "Denmark Street Retail Area" means the ground and upper floors of the buildings at 4, 6, 7, 9, 10, 20-27 inc Denmark Street shown edged blue on the plan attached at Appendix A1
- 2.3 "Unit" means each of those parts of the Denmark Street Retail Area listed in Column 1 of the Schedule at [Part A3]
- 2.4 "Existing Tenant" means each person or group of persons who was a tenant of the Denmark Street Retail Area at 31 March 2015. See Appendix A2 for a schedule of 'Existing Tenants'.
- 2.5 "Tin Pan Alley Uses" means the sale making and repair of musical instruments and other music industry activities including recording studios, artist management offices, music publishing houses and agents.
- 2.6 "Offer" means an offer in writing or by email substantially in the form attached at Appendix A3:-
- 2.6.1 in respect of a Unit;
- 2.6.2 at a market rent for comparable uses in the local area;
- 2.6.3 for a term of at least four years.
- 2.7 "Main Development" means the development permitted by planning permission reference 2012/6858 for the following:-
- Demolition of various buildings at Denmark Place and York and Clifton Mansions
- Erection of three buildings between Centre Point Tower, Denmark Place and Andrew Borde Street; and

Work to the buildings and property on the south side of Denmark Street, Book Mews and Flitcroft Street.

2.8 "First Owner" means Consolidated Developments Limited.

2.9 "Second Owner" means Laurence Kirschel.

2.10 "Owner" means the First Owner or (as the case may be) the Second Owner.

### 3. DENMARK STREET RETAIL AREA PLAN

#### Section 1 Offers to Existing Tenants

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3.1 Prior to first Occupation of any Units in the Denmark Street Retail Area which shall have been vacated in order to facilitate the carrying out of the Main Development:-

4.1.1 the First Owner (in respect of the units other than those for Denmark Street);  
and

4.1.2 the Second Owner (in respect of the units at 4 Denmark Street)

shall make an Offer to each Existing Tenant in respect of one such Unit.

3.2 If an Existing Tenant shall accept an Offer in principle, the Owner shall use its sensible endeavours to enter into a lease or, as the case may be, an agreement for lease with the Existing Tenant in a form generally used by the owners in respect of lettings of properties in Denmark Street.

3.3 The Owner shall keep the Offer open until the earliest of the following:

4.2.1 six months from the date of the offer;

4.2.2 the date on which the Existing Tenant enters into a lease or an agreement for lease for an Existing Unit;

4.2.3 the date on which the Existing Tenant notifies the owner [in writing] that it does not wish to take up the Offer;

at which point in time the Offer shall lapse.

#### Section 2 Offers to persons other than Existing Tenants

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3.4 This section applies to any Unit in respect of which an offer need not be made under Section 4.1 or, as the case may be, Units which shall have been vacated at any time after completion of the Main Development and reverted to an Owner;

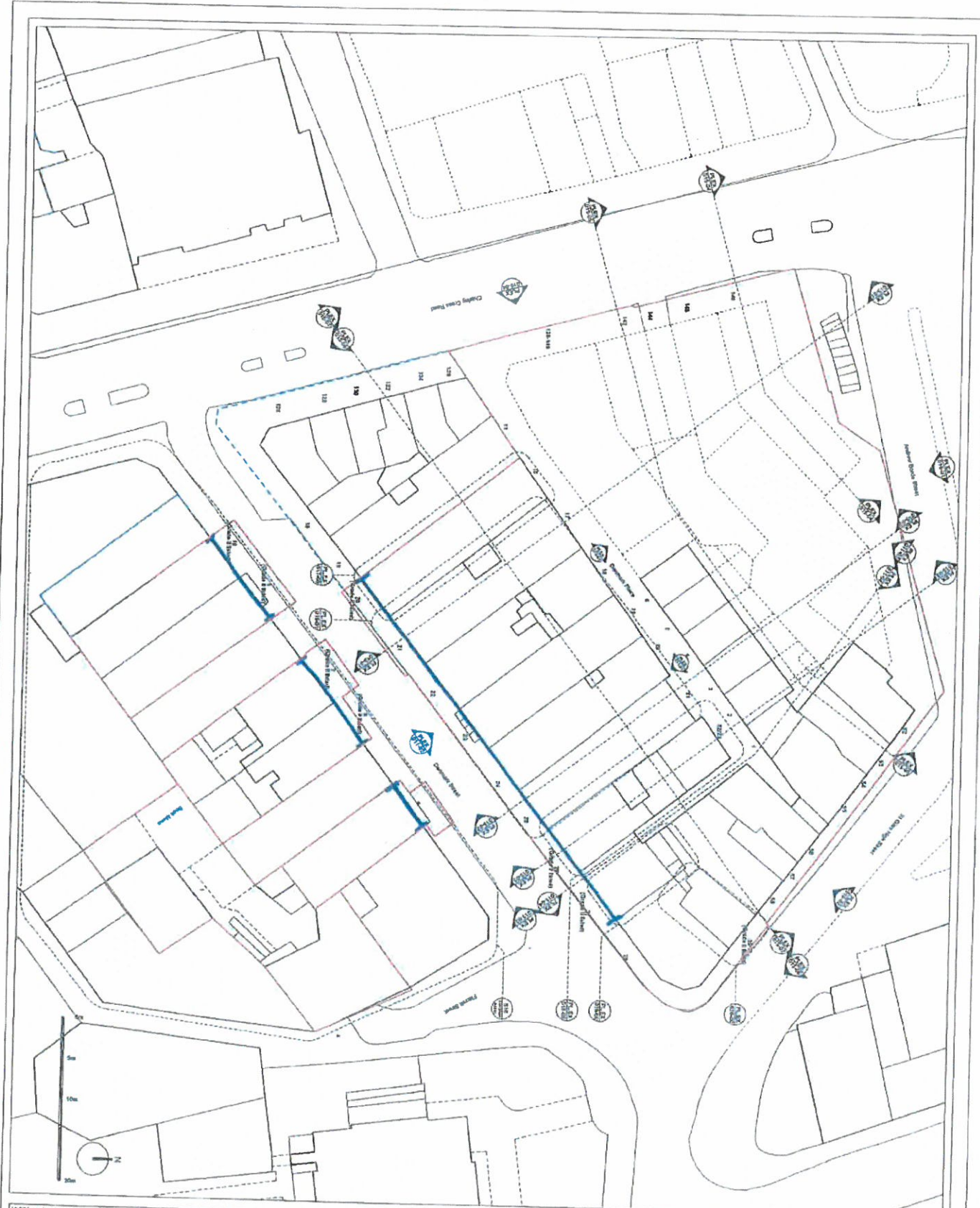
3.5 The Owner shall not let or otherwise dispose of any such unit for occupation other than by Tin Pan Alley Uses unless in respect of any such units:

- 4.5.1 A marketing exercise conducted as contemplated in Appendix A4 has been carried out for a period of three months or until terms have been agreed in principle for a letting or agreement for lease for a Tin Pan Alley Use; and
  - 4.5.2 at a point one month after the end of the marketing period no lease or agreement for lease for a Tin Pan Alley Use has been entered into in respect of the relevant Unit; and
  - 4.5.3 The Owner has delivered to the Council:-
    - 4.5.3.1 A commentary record of interest contemplated in the marketing exercise:  
and
    - 4.5.3.2 notice that the marketing exercise has been carried out for a minimum period of three months and that by one month after the end of the marketing period no lease or agreement for lease for Tin Pan Alley Use has been entered into in respect of the relevant Unit; and
  - 4.5.4 the Council has agreed or is deemed to have agreed that the relevant Unit may be used for use other than a Tin Pan Alley Use.
- 3.6 Unless within 10 working days of receiving the items to be delivered pursuant to paragraph 4.5.3 the Council shall give written notice to the Owner to the contrary, the Council shall be deemed to have agreed that the Owner may let or otherwise dispose of the relevant Unit for a use other than a Tin Pan Alley Use for a period [not exceeding five years] from the date of commencement of such use.
- 3.7 Each Owner shall maintain such documentation as may be reasonably required to demonstrate compliance with this Plan.
- 3.8 From time to time on request, each Owner shall deliver to the Council such information and documents as the Council may reasonably request (and which the Owner has and disclosure of which would not involve any breach of confidentiality on the part of the Owner) to demonstrate compliance with this Plan.
- 3.9 The Council and the Owners may agree an alternative mechanism for a general consent notice from the Council covering more than one individual Unit should both parties so agree after an initial trial period ending three years after the Occupation Date being the date when any Unit which shall have been vacated in order to facilitate the carrying out



of the Main Development is first occupied (other than for the purposes of construction, security ,technical testing of apparatus, fitting out and marketing).

## **APPENDIX A1: DENMARK STREET RETAIL AREA PLAN**



Plan 8

**UNITS WITHIN  
DENMARK  
STREET RETAIL  
AREA**

**FOR PLANNING**

ORMS  
Architectural  
Design

Project:  
OF OLDER CIRCUIT

Drawn by:  
R. G. GILBERT

Scale 1:1250  
Date: 12/12/2007

12/12/2007  
11/20/2007  
11/13/2007  
11/06/2007

*Handwritten notes:*  
R.G.  
ORMS  
PA

## APPENDIX A2: SCHEDULE OF EXISTING TENANTS

### Denmark Street Retail Area

#### Schedule of Units and Tenants at date of Section 106 Agreement

Unit	Tenant	Use Class	Business Category
Ground and 1 <sup>st</sup> Floor, 4 Denmark Street	Regent Sound Limited	A1 Retail	Guitar Shop
2 <sup>nd</sup> and 3 <sup>rd</sup> Floor, 4 Denmark Street	Origin Pictures Ltd	B1 Office	Production Company
4 <sup>th</sup> Floor, 4 Denmark Street	Means of Production Ltd	B1 Office	Production Company
Ground Floor, 126 Charing Cross Road	Tom's Drum Store Limited	A1 Retail	Drum Shop
Rear Mews, 6 Denmark Street	Notom Limited	B1 Offices	Office for the guitar shop (see below)
Ground Floor, 6 Denmark Street	Notom Limited	A1 Retail	Guitar shop / Guitar Repairs
1 <sup>st</sup> Floor, 6 Denmark Street	Agnes B U.K. Limited	B1 Offices	office for clothing brand
2 <sup>nd</sup> Floor, 6 Denmark Street	Insider Communications Limited	B1 Offices	Production Company
Front of 3 <sup>rd</sup> Floor, 6 Denmark Street	Jams Flicks Limited	B1 Offices	Production Company
Rear of 3 <sup>rd</sup> Floor, 6 Denmark Street	Roast Beef Productions Limited	B1 Offices	Production Company
Ground Floor, 7 Denmark Street	Super 8 Restaurants Limited	A3 Retail	Smoked Food Restaurant
1 <sup>st</sup> Floor, 7 Denmark Street	Lupus Albus Limited and Paint Jam London	B1 Offices	Head Office for Homeless Charity
2 <sup>nd</sup> Floor, 7 Denmark Street	Kirkwood McLean LLP	B1 Offices	Architect Office
Ground Floor, 9 Denmark Street	Flat Iron Steak Limited	A3 Restaurants and cafes	Steak Restaurant
1 <sup>st</sup> Floor Front Offices, 9 Denmark Street	Fosterwood Limited	B1 Offices	Events Company
1 <sup>st</sup> Floor Rear Office and 3 <sup>rd</sup> Floor Rear Office, 9 Denmark Street	Mr Tim Marten and Fabio Cutolo	B1 Offices	Guitar Repairs
3 <sup>rd</sup> Floor Flat, 9 Denmark Street	Fosterwood Limited	B1 Offices	Events Company
Ground Floor, 10 Denmark Street	Rose Morris and Company Limited	A1 Retail	Music Shop
Front and rear of 1 <sup>st</sup> Floor, 10 Denmark Street	Upstart Films Limited	B1 Offices	Production Company
Rear of 2 <sup>nd</sup> Floor, 10 Denmark Street	Roast Beef Productions Limited	B1 Offices	Production Company
Front of 2 <sup>nd</sup> Floor and front of 3 <sup>rd</sup> Floor, 10 Denmark Street	Strata Partners Limited	B1 Office	English Language School
Rear of 3 <sup>rd</sup> Floor, 10 Denmark Street	Unique Digital Software Limited	B1 Office	Software Development Company

Ground Floor of 20 Denmark Street and rear of 1 <sup>st</sup> and rear of 2 <sup>nd</sup> Floor of 16 Denmark Place	Wigtaff Ltd	A1 Retail	Guitar Shop
1 <sup>st</sup> Floor, 20 Denmark Street	OB Media Partners	B1 Office	Media Company
2 <sup>nd</sup> Floor, 20 Denmark Street	OB Media Partners	B1 Office	Media Company
3 <sup>rd</sup> Floor, 20 Denmark Street	Shaheen Baig	B1 Office	Film Producer
Ground Floor Shop, 21 Denmark Street / 17 Denmark Place	Saxophones Limited	A1 Retail	Saxophone Retail Shop
1 <sup>st</sup> and 2 <sup>nd</sup> Floors, 21 Denmark Street	Carmody Groarke Ltd	B1 Office	Architect Office
Front of 3 <sup>rd</sup> Floor, 21 Denmark Street	Century Projects Limited	B1 Office	office for the Paramount Club in Centre Point
Rear of 3 <sup>rd</sup> Floor, 21 Denmark Street	Celine Camerlynck	B1 Office	stringed instrument repair and restoration
4 <sup>th</sup> Floor, 21 Denmark Street	Create Productions Limited	B1	Broadcasting station
Ground Floor Shop, 22 Denmark Street	Wigtaff Ltd	A1 Retail	Guitar Shop
1 <sup>st</sup> Floor, 22 Denmark Street	Roast Beef Productions	B1	Production company
Ground Floor, 23 Denmark Street	Wigtaff Ltd	A1 Retail	Guitar Shop
1 <sup>st</sup> Floor, 23 Denmark Street	Upstart Films Ltd	B1	Production Company
2 <sup>nd</sup> Floor, 23 Denmark Street	Firststar Ltd	B1	Magazine Publishers
3 <sup>rd</sup> Floor, 23 Denmark Street	H20 Motion Pictures (UK) Ltd	B1	Film Company
4 <sup>th</sup> Floor, 23 Denmark Street	Factory 311 Limited	B1	Photographers Studio
Ground Floor Shop and 1 <sup>st</sup> Floor, 24 Denmark Street	Westside Distribution Limited	A1 Retail	Guitar Shop and 1 <sup>st</sup> floor storage
3 <sup>rd</sup> Floor, 24 Denmark Street	Kirkwood Mclean LLP	B1 Office	Architect office
Ground Floor Shop, 25 Denmark Street	Macari's Limited	A1 Retail	Guitar and amplifier shop
Front of 1 <sup>st</sup> Floor, 25 Denmark Street	Mr Andrew Hackett	A1 Retail	Guitar shop
Rear of 1 <sup>st</sup> Floor, 25 Denmark Street	Tri V Limited	B1	Travel Company
Rear of 2 <sup>nd</sup> Floor, 25 Denmark Street	Octavian Press Ltd	B1 Office	Head Office for a sewing / knitting website
Front of 3 <sup>rd</sup> Floor, 25 Denmark Street	Mapp Editions Limited	B1 Office	Publishing Company
Rear of 3 <sup>rd</sup> Floor, 25 Denmark Street	Mapp Editions Limited	B1 Office	Digital illustration of books company
Ground Floor and Rear Yard of 26 Denmark Street, 22 & 23 Denmark Place (all floors) & Rear of Ground Floor of 25 Denmark Street	Paul Garfoot and Carlo Mattiucci	A4 Drinking Establishment	12 Bar
Ground, 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> Floors, 27 Denmark Street	Mr Richard Harrison	A1 Retail	Music Shop
Ground Floor, 28 Denmark Street	Jubilee Hair Salon	A1 Retail	Hairdressers
1 <sup>st</sup> Floor, 28 Denmark Street	Roast Beef Productions	B1 Office	Production company

2 <sup>nd</sup> Floor, 28 Denmark Street	First Star Limited	B1 Office	Magazine publisher
3 <sup>rd</sup> Floor, 28 Denmark Street	Fidel Limited	B1 Office	Mobile App producers
4 <sup>th</sup> Floor, 28 Denmark Street	H20 Motion Pictures Limited	B1 Office	Film Company

## APPENDIX A3: OFFER LETTER

### Offer

To be issued by on or on behalf of Consolidated Developments Ltd or Laurence Kirschel (as applicable)

Addressed to Existing Tenant

Dear Sir/Madam

Property: [ ] Denmark Street London W1

We write to make the following offer to lease you the Property, subject to contract:-

<b>Landlord:</b>	[Consolidated Developments Ltd] [Laurence Kirschel]
<b>Tenant:</b>	[ ]
<b>Lease</b>	A New Full Repairing and Insuring Lease for a term of [TBC – but not less than 5 and not more than 25 years] held within the security of the tenure provisions of Part II of the Landlord and Tenant Act 1954.
<b>Building</b>	[ ] Denmark Street
<b>Rent</b>	£ TBC per annum exclusive of rates and service charge.
<b>Rent Free Period</b>	TBC
<b>Rent Review</b>	The rent will be reviewed upwards only every [4] years to the open market value.
<b>Rent Deposit</b>	A deposit of TBC month's rent is required to be evidenced by a Rent Deposit Deed. The deposit is to be given back to the tenant after TBC years subject to the tenant paying all rent, Insurance, Service

Charge etc. within 14 days of being demanded for the first [TBC] years of the term.

**User** Use within Class [ ] of the use classes order which is also within the following Tin Pan Alley Uses: [ ]

**Alienation** The tenant may assign or underlet the unit as a whole and not in part and with the landlord's prior written consent which is not to be unreasonably withheld or delayed as Assignment of the whole will be permitted if:-

- (a) the tenant enters into an authorised guarantee agreement, and
- (b) the assignee intends to use the Property for a Tin Pan Alley Use.

Assignments to group companies will not be permitted but sharing with group companies is permitted. Sub-lettings must have the Security of Tenure provisions of 1954 Act excluded.

**Alterations** The tenant may make internal, non-structural alterations without the landlord's consent. Structural and external alterations may only be made with the landlord's prior written consent.

**Signage** The tenant may put up its usual business signage on the outside of the property or that would be visible from the outside of the property with the landlord's written consent, which is not to be unreasonably withheld or delayed. In addition, the landlord's consent is not required [for temporary signs] or signs required by law.

**Insurance** The landlord will insure the property and the tenant will refund the premiums on demand. The insurance will extend to terror risk, three years loss of rent and building cover.

**Service Charge** The tenant is liable to pay TBC% of the total outgoings of the building and a fair proportion of any other expenditure common to the Building and other property

**VAT** The property is VAT elected; VAT will be chargeable on the rents.



**Handover Condition** The premises are to be handed over in their existing condition.

**Legal Costs** Each party to bear its own legal costs.

**Timing** TBC

**Caveats** This transaction is subject to the following conditions:

- 1. Contract
- 2. Grant of Landlord’s consent for the tenants fit out works

**Landlord’s Solicitors** Mishcon de Reya, Summit House 12 Red Lion Square London WC1R 4QD

**Tenant’s Solicitors** TBC

We should be grateful to hear from you as soon as possible if you wish to take up this offer.

If you do not wish to take up this offer, please would you countersign below accordingly and return this letter to me.

We look forward to hearing from you.

Yours faithfully

.....

We write to confirm that we do/do not wish to take up this offer.

(If the offer is to be taken up)

Details of Tenant’s Solicitors

[ ]  
[ ]

Signed .....  
for and on behalf of [Tenant Name]

## APPENDIX A4: MARKETING EXERCISE

### Marketing Exercise

- Appropriate level of marketing for the type of unit being marketed undertaken by either the Owner or by a reputable local or national agent with a track record of successfully marketing and letting retail and/or employment space (as relevant) in the borough;
- Where express consent is not required, a visible letting board on the property of the type usually used for marketing such premises (to remain in place constantly throughout the marketing period,);
- Marketing material should be published on at least three nationally recognised internet sites used for marketing this type of property, (which include Consolidated Developments Ltd's own website) and popular online property databases such as Focus;
- Marketing shall be maintained consistently and continuously over a period of at least six months from when the property is advertised online (unless a lease or an agreement for lease is entered into for the unit in which instance the marketing exercise shall not be required for that unit or if already commenced shall be terminated in respect of that unit);
- Advertised rents should reflect the market value for Tin Pan Alley Uses in the area and the condition of the property;
- Lease terms should be at least three years but short term flexible leases may be offered for the smaller premises within the Denmark Street Retail Area which are appropriate for SMEs
- A commentary recording all interest shown in the units, including any details known why interest which had been expressed was not pursued, is to be maintained.