

DATED 16 October 2013

- (1) COGNITA SCHOOLS LIMITED
- (2) LOW PROFILE HOLDINGS LIMITED
- (3) LLOYDS TSB BANK PLC
- (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
17 Conway Street, London W1T 6EE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

G:\case files\culture & env\planning\lmm\s106 Agreements (2013/3725/P)
CLS/COM/LMM/1685.2261

THIS AGREEMENT is made the 16th day of October 2013

B E T W E E N:

- i. **COGNITA SCHOOLS LIMITED** (Co. Regn. No. 2313425) whose registered office is at c/o EMW Law LLP, Seebeck House, One Seebeck Place, Knowlhill, Milton Keynes MK5 8FR (hereinafter called "the Owner") of the first part
- ii. **LOW PROFILE HOLDINGS LTD** of Low Profile House 85 Eade Rd Haringey N4 1DJ (hereinafter called "Freeholder") of the second part
- iii. **LLOYDS TSB BANK PLC** of 25 Gresham Street London EC2V 7HN (hereinafter called the "Mortgagee") 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 Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL873184 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 122586.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 21 June 2013 and the Council resolved to grant permission conditionally under reference number 2013/3725/P subject to conclusion of this legal Agreement.
- 1.4 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.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Freeholder hereby consents to the Owner entering into this Deed and agrees that its freehold interest in the Property shall be subject to the terms obligations and covenants in this Deed.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number 122586 and dated 3 March 2005 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

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" | change of use from school to a dual use of the building as either educational (Class D1) or office (Class B1a) |
| 2.4 | "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

- 2.5 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.6 "the Parties" mean the Council the Owner the Freehold Owner and the Mortgagee
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 21 June 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/3725/P subject to conclusion of this Agreement
- 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 land known as 17 Conway Street, London W1T 6EE the same as shown edged red on the plan annexed hereto
- 2.11 "the School Travel Plan" the student travel plan submitted to and approved by the Council pursuant to the section

106 Agreement entered into in relation to planning permission application reference number 2006/3420/P 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

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 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 include 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, 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.

4. **OBLIGATIONS OF THE OWNER**

SCHOOL TRAVEL PLAN

4.1 The Owner covenants with the Council that within three months of the date of this Agreement it shall complete a review of the operation and efficacy of the School Travel Plan with the Council and incorporate into the School Travel Plan any amendments and revisions to the School Travel Plan required by the Council (acting reasonably).

4.2 The Owner covenants with the Council that following the review and revision of the School Travel Plan in accordance with clause 4.1 above the Owner shall not Occupy or permit Occupation of any part of the Development as a school at any time when the Development is not being managed in strict accordance with the School Travel Plan (as revised) and shall not Occupy or permit Occupation of the Development as a school other than in strict accordance with the requirements of the School Travel Plan (as revised).

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

5.1 Within seven days following the Implementation Date the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2013/3725/P the date upon which the Development was Implemented.

5.2 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.

5.3 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 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 2013/3725/P.

5.6 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 2013/3725/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 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 the Land Registry to register this Agreement in the Charges Register of the leasehold 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 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 Owner nor its 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.

7. **MORTGAGEE EXEMPTION**


7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

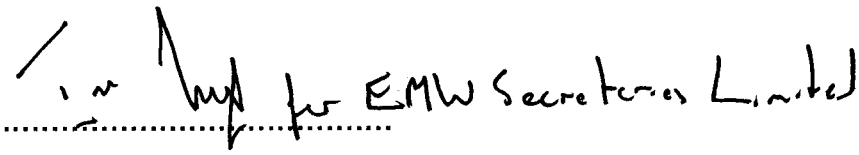
8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as a Deed the day and year first before written

EXECUTED AS A DEED BY)
COGNITA SCHOOLS LIMITED)
acting by a Director and its Secretary)
or by two Directors.)


.....

Director


.....

~~Director/Secretary~~

EXECUTED AS A DEED BY)
LOW PROFILE HOLDINGS LIMITED)
acting by a Director and its Secretary)

or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED as a Deed)
By Lloyds TSB Bank PLC)
by CAZEL WILLIAMSON)
in the presence of:-)

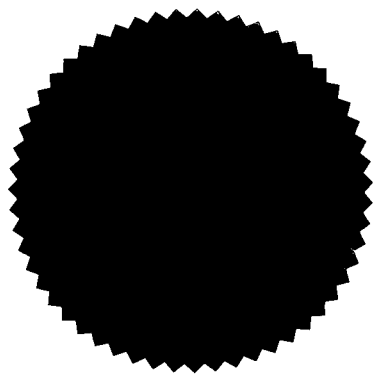
[Handwritten signature]

.....
[Handwritten signature] Nadège NAKURUHIZI

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

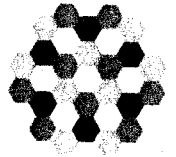
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Authorised Signatory

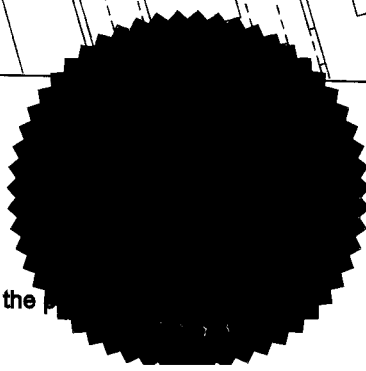
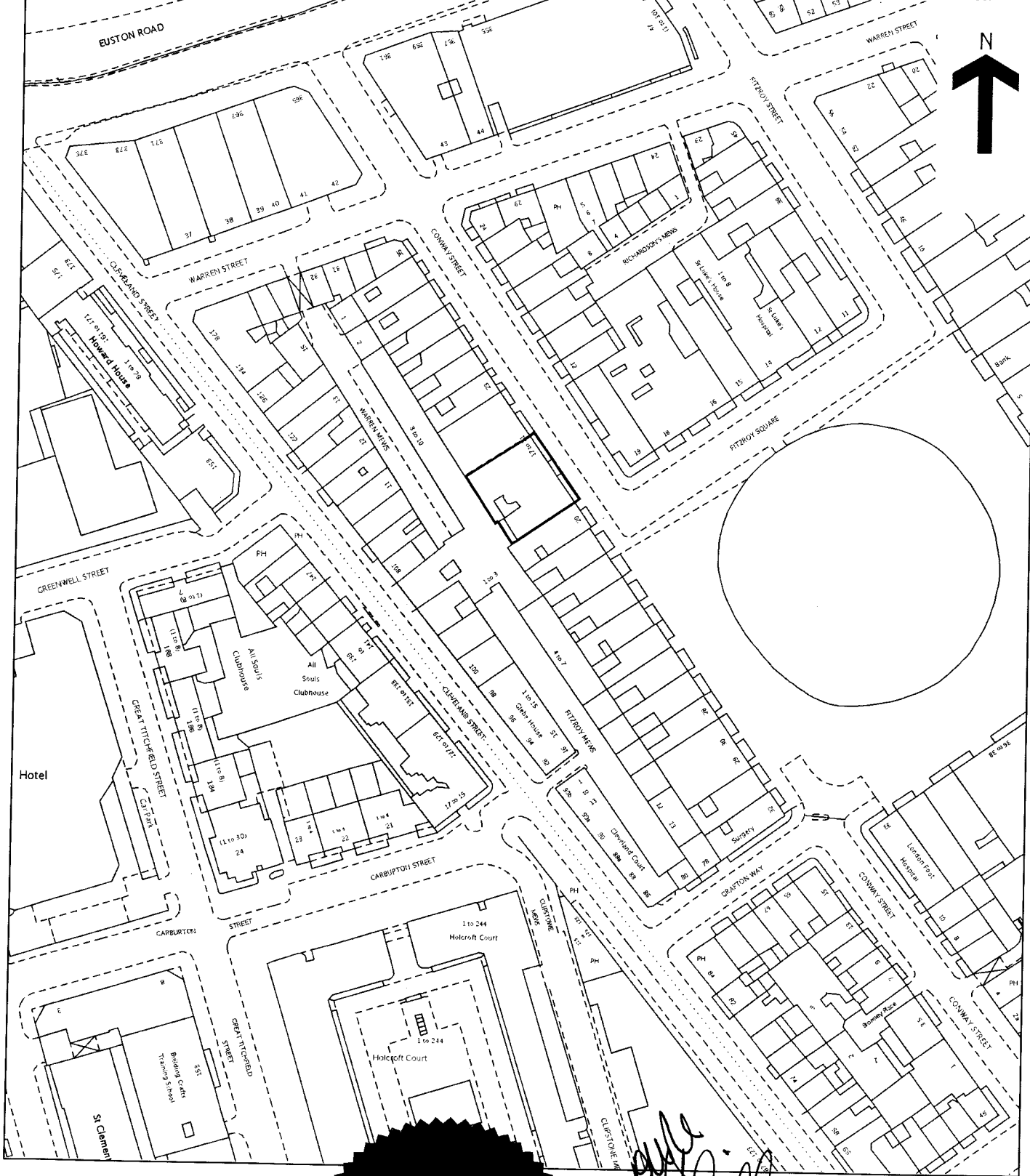


Land Registry
Official copy of
title plan

Title number **NGL873184**
Ordnance Survey map reference **TQ2982SW**
Scale **1:1250**
Administrative area **Camden**



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Handwritten signature and scribbles.

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 12 August 2013 shows the state of this title plan on 12 August 2013 at 12:07:50. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Croydon Office .

Macdonald Planning Consultancy
6 Sandmartin Grove
Lenzie
East Dunbartonshire
G66 3WFApplication Ref: **2013/3725/P**
Please ask for: **Jenna Litherland**
Telephone: 020 7974 **3070**

Dear Sir/Madam

DRAFT
DECISIONTown and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) Order 2010
Town and Country Planning (Applications) Regulations 1988**Full Planning Permission Granted**

Address:

Southbank International School
17 Conway Street
London
W1T 6BN**DECISION**

Proposal:

Change of use from an education institute (Class D1) to a flexible use as either educational institute (Class D1) or a business use (Class B1).

Drawing Nos: Site Location Plan; Design and Access Statement by MacDonald Planning Consultancy date June 2013; Existing Lower Ground Floor Plan; Existing Ground Floor Plan; Existing First Floor Plan; Existing Second Floor Plan; Existing Third Floor Plan; Lower Ground Floor Plan Proposed; Ground Floor Plan Proposed; First Floor Plan Proposed; Second Floor Plan Proposed; Third Floor Plan Proposed.

The Council has considered your application and decided to grant permission subject to the following condition(s):

Conditions and Reasons:

- 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 The use hereby permitted shall not be carried out outside the following times: 08:00 - 19:00 on Monday to Friday, and 08:00 - 14:30 on Saturdays. The use shall not be carried out at any time on Sundays or Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The maximum number of students to be accommodated within the building shall not at any time exceed 250.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Prior to implementation of this permission details of a secure and covered cycle storage area for 10 cycles shall be submitted to and approved in writing by the local planning authority. The approved facility shall be provided in its entirety within 3 months of the date of the details being approved and thereafter permanently retained.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 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. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 2 If implemented, the alternative use permission gives flexibility of use for 10 years. After 10 years the lawful use would become to whichever of the uses is taking place at the time.

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.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Directorate
(Duly authorised by the Council to sign this document)

DRAFT

DECISION

