

DATED

30 SEPTEMBER

2005

(1) ROYAL FREE HAMPSTEAD
NATIONAL HEALTH SERVICE TRUST

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
ROYAL NATIONAL THROAT NOSE AND EAR HOSPITAL, 330 GRAY'S INN ROAD,
LONDON WC1X 8DA
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and Section 278 of the Highways Act 1980 (as amended)

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 2463
Fax: 020 7974 2962

THIS AGREEMENT is made the 30 day of SEPTEMBER 2005

BETWEEN:

1. **ROYAL FREE HAMPSTEAD NATIONAL HEALTH SERVICE TRUST LIMITED** of Pond Street, London NWB 2QG (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 second 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 LN17297.
- 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 on 9 March 2004 and the Council resolved to grant permission conditionally under reference number 2004/1138/P subject to conclusion of this legal agreement
- 1.4 An application for Conservation Area Consent for the Development of the Property was submitted to the Council on 9 March 2004 and the Council resolved to grant Conservation Area Consent conditionally under reference number 2004/1140/C subject to the conclusion of this legal agreement.
- 1.5 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.
- 1.6 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 by the Planning and Compensation Act 1991)
- 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 on 9 March 2005 for which a resolution to grant permission has been passed conditionally under reference number 2004/1138/P subject to conclusion of this Agreement.
- 2.4 "Conservation Area Consent" a conservation area consent granted for the Development substantially in the draft form annexed hereto.
- 2.5 "the Development" Erection of new hospital treatment centre on four floors, involving the demolition of existing freestanding buildings, stores and workshops, and including the installation of rooftop plant as shown on drawing numbers: Highways statement; Noise survey report & 0346/2 02/100h; 101h; 102h; 103h; 104h; 105h; 106h; 108a; 109; 110; 111; 112h; 113h; 114h; 115m
- 2.5 "The Green 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 environmentally friendly transport

2.6 "the Highway Contribution"

the sum of £171,324.26 (one hundred and seventy one thousand three hundred and twenty-four pounds and twenty-six pence) to be paid by the Owner and to be applied by the Council in the event of receipt to carry out the Highway Works

2.7 "the Highway Works"

creation of a new pick up zone on Wicklow Street and associated alterations to the highway including the following:

- Construction of new crossover;
- Provision of build-outs on either side of car park entrance for visibility;
- Removal of redundant crossover;
- Widening footway across frontage with incorporated lay-by outside entrance for drop-off/pick-up only;
- Widening of existing narrow footway on south side of Wicklow Street, between new frontage and Britannia Street, including associated drainage; and
- Making/amending and implementing Traffic Management Orders in relation to drop-off point and parking generally in Wicklow Street.

2.8 "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.

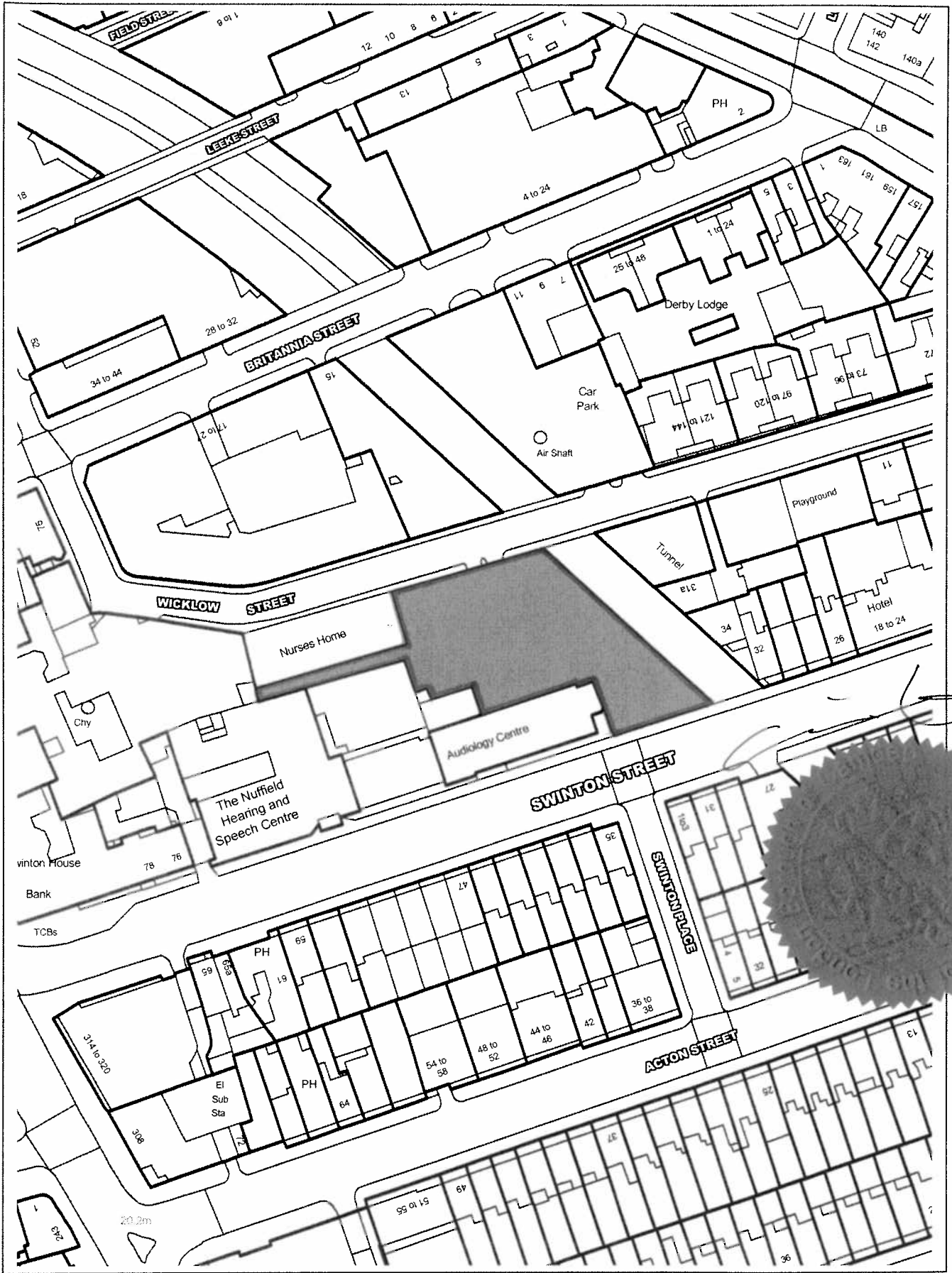
2.9 "Occupation Date"

the first date when any part of the Development is occupied for any purpose and "Occupy" and "Occupation" shall be construed accordingly.

- 2.10 "the Parties" means the Owner and the Council
- 2.11 "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
- 2.12 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.13 "the Property" the Property known as ROYAL NATIONAL THROAT NOSE AND EAR HOSPITAL, 330 Gray's Inn Road, London WC1X 8DA 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 and 6 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.



Application No: 2004/1138/P

Royal National Throat Nose and Ear Hospital
 330 Gray's Inn Road
 London
 WC1X 8DA

Scale:
1:1072
Date:
24-Feb-05





SEF Architects
Studio 400, Highgate Studios
53-57 Highgate Road
Kentish Town
London
NW5 1TL

Application Ref: 2004/1138/P

24 February 2005

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Royal National Throat Nose and Ear Hospital
330 Gray's Inn Road
London
WC1X 8DA

Proposal:

DECISION
Erection of new hospital treatment centre on four floors, involving the demolition of existing freestanding buildings, stores and workshops, and including the installation of rooftop plant.
Drawing Nos: Highways statement; Noise survey report & 0346/2 02/100h; 101h; 102h
103h; 104h; 105h; 106h; 108a;
109; 110; 111; 112h; 113h; 114h; 115m.

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 five 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 At 1 metre outside the windows of any neighbouring habitable room the level of noise from all plant and machinery shall be at all times at least 5 decibels below the existing background noise levels, expressed in dB(A) at such locations. Where the noise from the plant and machinery is tonal in character the differences in these levels shall be at least 10 dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies RE2, EN5, EN6 and DS6 of the London Borough of Camden Unitary Development Plan 2000.

- 3 Prior to the installation of the emergency generator on site, a plan at 1:50 showing the exact location of the emergency generator together with a scheme detailing how nearby residential dwellings will be protected against noise, shall be submitted to and approved in writing by the local planning authority. The scheme shall include proposals for controlling noise caused by routine testing and maintenance activities on the plant concerned.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies RE2, EN5, EN6 and DS6 of the London Borough of Camden Unitary Development Plan 2000.

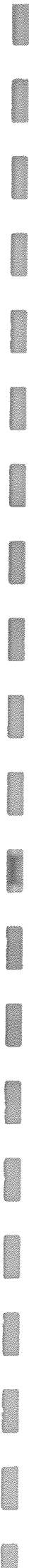
- 4 No development shall take place until:
 - a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the Council; and
 - b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the Council. All approved remediation measures shall be implemented strictly in accordance with the approved details.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy EN10 of the London Borough of Camden Unitary Development Plan 2000.

- 5 At least 7 cycle parking spaces shall be provided as shown on plan m/0346/2/02/115M. This space shall be maintained and retained for the purpose of cycle parking only, unless otherwise agreed in writing by the Council.

To ensure that the Council may be satisfied that cycle facilities are provided within the complex in accordance with policies TR22 and DS10 of the London Borough of Camden Unitary Development Plan, March 2000.

- 6 The development shall not be commenced until a full BREEAM assessment has been submitted to and approved in writing by the Local Planning Authority, and the



approved environmental standards shall be implemented and maintained thereafter.

Reason: In order to address principles of sustainable design in accordance with policies SRE1, SEN2 and EN12 of the London Borough of Camden Unitary Development Plan, 2000.

- 7 Sample panels of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing, together with samples of fencing, railings, doors, windows, glazing, cladding, panneling shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1, EN13 and EN31 of the London Borough of Camden Unitary Development Plan 2000.

- 8 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies EN15 and EN35 of the London Borough of Camden Unitary Development Plan 2000.

- 9 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies EN15 and EN35 of the London Borough of Camden Unitary Development Plan 2000.

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.
- 2 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.



- 3 The Council's Streets Management Engineering Group should be consulted regarding the construction of the crossover on the public highway and any other work to, under, or over, the public highway, including vaults and thresholds. The Group dealing with these matters is located at Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020-7278 4444).
- 4 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. The penalty for contractors undertaking noisy works outside permitted hours is a maximum fine of £5000 per offence. You are advised to consult the Council's Environmental Health Division, Camden Town Hall, Argyle Street, WC1H (Tel. No. 020 7974 4444) 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.
- 5 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).
- 6 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the adopted London Borough of Camden Unitary Development Plan 2000, with particular regard to policies SRE1; RE1; RE2; RE3; RE5; RE6; SEN1; EN1; EN6; EN7; EN10; EN12; EN13; EN14; EN15; EN18; EN19; EN20; EN31; EN32; EN35; EN43; EN44; EN45; TR12; TR22; SC1; SC2; SC3; SC4; CL3; DS6; DS9 and DS10. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Yours faithfully

Environment Department



SEF Architects
Studio 400, Highgate Studios
53-57 Highgate Road
Kentish Town
London
NW5 1TL

Application Ref: **2004/1140/C**
Please ask for: **Hannah Baker**
Telephone: 020 7974 2078

24 February 2005

Dear Sir/Madam

DRAFT
DECISION

Planning (Listed Building and Conservation Areas) Act 1990
Planning (Listed Buildings and Conservation Areas) Regulations 1990

Conservation Area Consent Granted

Address:

Royal National Throat Nose and Ear Hospital
330 Gray's Inn Road
London
WC1X 8DA

DECISION

Proposal:

Erection of new hospital treatment centre on four floors, involving the demolition of existing freestanding buildings, stores and workshops, and including the installation of rooftop plant.
Drawing Nos: Highways statement; Noise survey report & 0346/2 02/100h; 101h; 102h; 103h; 104h; 105h; 106h; 108a; 109; 110; 111; 112h; 113h; 114h; 115m.

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

Conditions and Reasons:

- 1 The works hereby permitted shall be begun not later than the end of five years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.



- 2 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made [and full planning permission has been granted for the redevelopment for which the contract provides].

Reason: To protect the visual amenity of the area in accordance with the requirements of policies EN31 and EN32 of the London Borough of Camden Unitary Development Plan 2000.

Informative(s):

1

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

DRAFT

Yours faithfully

Environment Department
(Duly authorised by the Council to sign this document)

DECISION



- 3.4. 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.
- 3.5. 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.
- 3.6. The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.7. The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **GREEN TRAVEL PLAN**

- 4.1.1 To submit a draft of the Green Travel Plan to the Council on or prior to the Implementation Date.
- 4.1.2 Not to occupy or permit occupation of any part of the Development until such time as the Council has approved the Green Travel Plan.
- 4.1.3 Not occupy or permit occupation of any part of the Development at any time after the Occupation date when the Development is not being managed in strict accordance with the Green Travel Plan as approved by the Council in circumstances where the Council has notified the Owner of breaches of the Green Travel Plan and the Owner has not remedied such breaches within three months of such notification and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Green Travel Plan.

4.2 **HIGHWAY CONTRIBUTION**

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highway Contribution.

- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Highway Contribution.
- 4.2.3 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.2.4 If upon completion of the Highway Works it is evident that the Highway Contribution is as a result of delay in commencement of the Highway Works or some other reason not foreseen by the Council be insufficient to discharge the actual costs (Certified Sum) thereof the Council will submit to the Owner details of the revised calculation of the cost of the Highway Works together with such supporting estimates or documentary evidence as may be necessary to justify the increase to the Owner who will be required to pay the difference within 21 days.
- 4.2.5 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 Index 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

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

- 4.2.6 All costs and expenses payable to or by 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.

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 2004/1138/P the date upon which the Development is 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 2004/1138/P Property 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 in the sum of £1,500.00 together with the Council's monitoring costs in the sum of £600.00 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 to register this Agreement in the Charges Register of title No. LN17297 thereof and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the said title.
- 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 (subject to the Council having given at least 5 days prior written notice) 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

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 the Green Travel Plan the Owner shall ensure that subject to obtaining the necessary authority provisions relating to the following matters are contained within the Plan.

Review, management, promotion.

1. 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 and consultation with staff and visitors to the Property
4. a communications strategy within the Development about the benefits of the Green Travel Plan

Emission/vehicle reduction initiatives

1. measures to prevent the use of staff car parking and permits in and around the Development Provided that this will not interfere with the operation of the Property as an as an operational hospital
2. setting up and continuing operation of a work place bicycle pool for work related trips

Public Transport Initiatives

1. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.transportforlondon.gov.uk / www.nationalrail.co.uk)

Cycle initiatives

Workplace cycling measures – including providing:

1. Secure and well-lit workplace cycle parking
2. Changing and showering facilities
3. Cycle allowance for work-related journeys
4. Cycle and equipment loans and insurance
5. Cycle repair facilities
6. Cycle pool for work-related journeys
7. Work with the Council to improve cycle routes to/from work sites

Other initiatives

1. Encourage walking through the provision of information on the best pedestrian routes to and from the Development for staff and visitors
2. Of the 15 car parking spaces for Development, these are to be allocated to senior permanent staff who will be required to pay £250 per year to the management of the Development for the use those car parking spaces.
3. Information pack provided for the potential patients to be aware of transport services to the site. Making patient and visitors aware that there are limited on street parking in the area, limited to a maximum stay of 2 hours.
4. General information of bus /trains services available should be displayed at various locations within the building (e.g. notice boards in canteen, rest areas etc) most suitable route for them to take

PART II: Review and Monitoring of the Green Travel Plan

The Owner shall ensure that the GTP contains arrangements for the review and monitoring of the Green Travel Plan are carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Green Travel Plan by agreement in the light of developing circumstances.

1. **Review the Development's Transport Accessibility**

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with employees**

This will involve meeting employees of the Development to promote the concept of a Green Travel Plan and as part of the Owner's ongoing internal monitoring of the Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.

3. **User/ Employee Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Green Travel Plan is to succeed. This stage will include employee and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and employers business. The Owner will consult with the Council and providers of public transport at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Green Travel Plan.

5. **Monitor and Review**

The Green Travel Plan will secure an ongoing process of continuous improvement. Each version of the Green Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Green Travel Plan is being in maximising the use of sustainable transport.

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

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

.....
Authorised Signatory

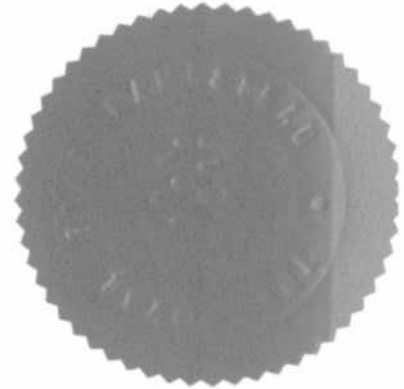


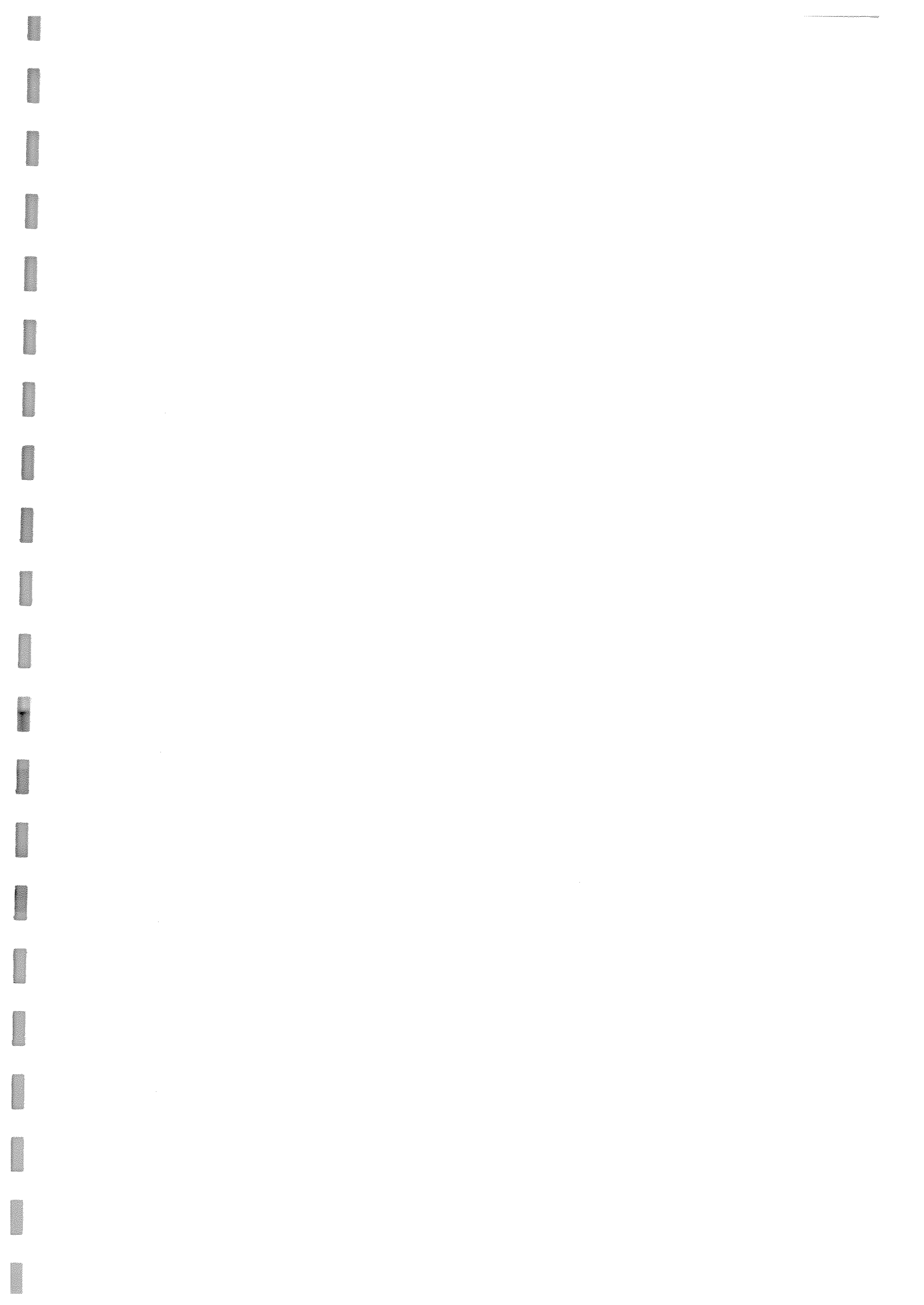
**SECTION 106 AGREEMENT FOR ROYAL NATIONAL THROAT NOSE AND EAR
HOSPITAL 330 GRAY'S INN ROAD LONDON WC1X 8DA**

THE COMMON SEAL OF THE)
ROYAL FREE HAMPSTEAD NATIONAL)
HEALTH SERVICE TRUST)
was hereunto affixed in the presence of:-)

..... *Paul Hunt* *John Quinn*

Authorised Signatory





DATED

2005

**(2) ROYAL FREE HAMPSGTEAD
NATIONAL HEALTH SERVICE TRUST
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
ROYAL NATIONAL THROAT NOSE AND EAR HOSPITAL, 330 GRAY'S INN ROAD,
LONDON WC1X 8DA
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and Section 278 of the Highways Act 1980 (as amended)**

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 2463
Fax: 020 7974 2962

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