

**DATED**

15 MAY 2017

**(1) LINK OOH LIMITED**

**and**

**(2) BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY**

**and**

**(3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**

**relating to:**

**Highway land in the London Borough of Camden**

**pursuant to**

**Town and Country Planning Act 1990 and  
Section 111 of the Local Government Act 1972 and  
Section 278 of the Highways Act 1980 and  
Section 1 of the Localism Act 2011 and  
the New Roads and Street Works Act 1991**

**Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP**

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**CLS/PK/1800.285 (final)**

## Contents

### CLAUSE

1.	Interpretation .....	1
2.	Statutory provisions .....	4
3.	Developer's obligations .....	4
4.	Restriction on sale of New Unit(s) .....	7
5.	Council's obligations .....	7
6.	Construction of the Development .....	8
7.	Certificate of Practical Completion .....	8
8.	Access to and opening of the Development .....	9
9.	Keeping the highway clean and tidy .....	9
10.	Indemnities .....	10
11.	Default events .....	11
12.	Assignment .....	12
13.	Lapse of agreement .....	12
14.	Notices .....	12
15.	Joint and Several liability .....	13
16.	Third party rights .....	13
17.	Governing law .....	13

### SCHEDULES

SCHEDULE 1	EXISTING UNITS REMOVAL PROGRAMME .....	15
SCHEDULE 2	NEW UNITS FACILITIES MANAGEMENT PLAN .....	16
SCHEDULE 3	HIGHWAY LAND .....	17
SCHEDULE 4	PLANNING PERMISSIONS AND CORRESPONDING LOCATIONS .....	18

THIS AGREEMENT is dated 15<sup>th</sup> of May 2017

## **PARTIES**

- (1) **LINK OOH LIMITED** incorporated and registered in England and Wales with company number 09977808 c/o and whose address for service is Primesight Limited, The MET Building, 22 Percy Street, London W1T 2BU (**First Party**).
- (2) **BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY** incorporated and registered in England and Wales with company number 01800000 whose registered office is at 81 Newgate Street, London, EC1A (**Second Party**).
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (**Council**).

## **BACKGROUND**

- (A) The Council is the local authority for the purposes of the Town and Country Planning Act 1990.
- (B) The Council is the local authority for the purposes of the Local Government Act 1972 for the Highway Land.
- (C) The Council is the local highway authority for the purposes of the Highways Act 1980 for the Highway Land.
- (D) The Developer proposes to undertake the Development on the Highway Land in accordance with the Planning Permissions.
- (E) The Planning Permissions contain a condition requiring the Developer to enter into an agreement under Section 278 of the Highways Act 1980 and other local authority powers as herein provided in respect of the Development and this agreement is entered into in satisfaction of that condition.
- (F) The Council is satisfied that the Development is of benefit to the public.

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

#### **1.1 Definitions:**

**Advert:** any advertisement (whether authorised under any consent or not) displayed in, on, at or attached to any **New Unit**.

**Certificate of Practical Completion:** the certificate issued by the Proper Officer on Practical Completion of the Development.

**Developer:** together the First Party and the Second Party.

**Development:** the development permitted by each of the Planning Permissions.

**Existing Units:** the kiosk(s) or booth(s) existing on the Highway Land at the date hereof.

**Existing Units Removal Programme:** the programme annexed hereto at **Schedule 1** (prepared by the Developer) specifying the Existing Units to be removed from the Highway Land and a schedule of works required to restore the Highway Land to a fit and proper state (to the satisfaction of the Proper Officer) and further to include an estimate of time that will be spent in carrying out such works.

**Highway Land:** that part of the local highway network maintainable at the public expense shown on the plans annexed hereto at **Schedule 3** on which the Development is proposed to be carried out including all footpaths, verges, service strips, service margins, vehicular crossings and road surface water drainage systems (if any).

**Implementation Date:** in respect of any one of the Planning Permissions the date of implementation of any part of the Development authorised by that permission by the carrying out of a material operation as defined in Section 56 of the Town and Country Planning Act 1990 and references to "Implementation" and "Implement" shall be construed accordingly.

**Method Statement:** a written statement detailing the individual construction processes to be employed to carry out the Development and a signing strategy that adequately demonstrates that the safety of all highway users will be ensured at all times.

**Interest:** interest at the rate of 4% per annum above the base rate from time to time of National Westminster Bank plc.

**New Unit:** any kiosk or booth to be provided as part of the Development in accordance with the terms of this Agreement by the Developer on the Highway Land to include the **New Units Facilities**.

**New Unit Facilities:** the facilities to be provided by the Developer in the New Unit(s) as set out in Schedule 2.

**New Units Facilities Management Plan:** a plan prepared by the Developer (and approved by the Council) specifying the New Unit(s) Facilities, set out in **Schedule 2**.

**Planning Permissions:** the planning permissions for the Development issued by the Council in respect of the land identified by the location addresses and their corresponding reference numbers as specified in **Schedule 4** annexed hereto.

**Practical Completion:** completion of a Development that enables that Development to be used for the purpose for which they were designed and **Practically Complete** shall be construed accordingly.

**Proper Officer:** any suitably qualified Council officer for the time being appointed for the purposes of this agreement or of any provisions contained in this agreement.

**Statutory Undertaker:** a statutory undertaker as defined in section 329(1) of the Highways Act 1980 and including:

(a) persons authorised under any enactment to carry on an undertaking for the supply of electricity, gas, water or any sewerage undertaking;

- (b) the Environment Agency;
- (c) a holder of a licence to operate telecommunication systems;
- (d) the Civil Aviation Authority; or
- (e) the holder of a licence to supply cable television.

**OR** any person, company, corporation, board or authority whose apparatus, at the date of this agreement, is already installed in, under, over or on the Highway Land pursuant to a statutory right or to a licence granted under section 50 of the New Roads and Street Works Act 1991.

**Traffic Management Plan:** a plan which identifies temporary traffic management arrangements and controls to be implemented at the Developer's expense during the construction of the Development taking into account the relevant provisions of the Traffic Management Act 2004 including time restrictions, routes for heavy goods vehicles, parking and temporary pedestrian routes, details of any Traffic Regulation Order and the temporary diversions required to ensure that the best possible traffic flows are maintained on the Highway Land during the construction of the Development.

**Traffic Regulation Order:** any temporary or permanent order required to commence and carry out the construction of the Development pursuant to the Road Traffic Regulation Act 1984 including any amendment required to an existing order.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

**Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.8 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other document or agreement as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. **STATUTORY PROVISIONS**

This agreement is made under section 278 of the Highways Act 1980, section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and the New Roads and Street Works Act 1991 and any other enabling powers.

## 3. **DEVELOPER'S OBLIGATIONS**

The Developer covenants with the Council as follows:

### **Existing Unit(s)**

- 3.1 Not later than 90 Working Days from the Implementation Date of the relevant Planning Permission to have:
- (a) removed each and every Existing Unit the subject of that Planning Permission from the Highway Land in accordance with the Existing Units Removal Programme; and
  - (b) in relation to that Planning Permission completed all works in accordance with the Existing Units Removal Programme

3.2 In the event of non-compliance with any obligation under Clause 3.1

(a) forthwith to:

- (i) notify the Proper Officer of the non-compliance with the obligation;
- (ii) remove all adverts from Existing Units the subject of the relevant Planning Permission to which the non-compliance relates;
- (iii) remove all Adverts from the New Units to which the non-compliance relates;

in the case of paragraphs (ii) and (iii), unless agreed otherwise by the Proper Officer and until the requirements of Clause 3.1 are satisfied (to the satisfaction of the Proper Officer such satisfaction to be confirmed in writing);

(b) and such non-compliance has continued for a period of 20 consecutive Working Days forthwith to remove the New Units to which the non-compliance relates from the Highway Land unless agreed in writing by the Proper Officer until the requirements of Clause 3.1 are satisfied (to the satisfaction of the Proper Officer such satisfaction to be confirmed in writing).

#### **New Units Facilities Management Plan**

3.3 Not to construct or install the New Units otherwise than in strict accordance with the Planning Permissions.

3.4 To install the New Units Facilities in accordance with the New Units Facilities Management Plan and thereafter to ensure that the New Units Facilities are maintained at a fully functional and operational standard in accordance with the New Units Facilities Management Plan unless agreed otherwise in writing by the Proper Officer.

3.5 If any of the New Unit Facilities are not fully functional and operational in accordance with the New Units Facilities Management Plan for more than 10 Working Days within any three calendar month period the Developer shall remove the Advert from the relevant New Unit until the New Unit Facilities are fully functional and operational (to the satisfaction of the Proper Officer such satisfaction to be confirmed in writing) in accordance with the New Units Facilities Management Plan unless agreed otherwise by the Proper Officer.

#### **Miscellaneous Obligations**

3.6 To monitor all New Units fortnightly and use reasonable endeavours to keep all the New Units clean, in a good state of repair, to remove any unauthorised signs and graffiti and repair any damage.

3.7 Within 5 Working Days of the relevant New Unit being operational, to submit a draft acoustic report to the Council (for approval by the Council) such draft report to include evidence demonstrating:

- (a) the noise levels emitting from operation of the New Unit(s); and
- (b) that the noise levels will safeguard the amenities of premises in the vicinity of the New Unit and the area generally in accordance with the requirements of policy 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 and policies A1 and A4 of the emerging Camden Local Plan 2017.

and the Developer undertakes not to operate the New Unit(s) otherwise in accordance with the approved acoustic report (such approval not to be unreasonably withheld or delayed).

3.8 Not commence the Development:

- (a) before obtaining all necessary consents and approvals; and
- (b) before obtaining approval in writing from the Proper Officer for:
  - (i) the Method Statement;
  - (ii) details of any diversion or alteration works required to be carried out to Statutory Undertakers' mains, services, plant or equipment necessitated by the Development;
  - (iii) the location of car parking for site and construction personnel during the carrying out of the Development; and
  - (iv) any other information that the Proper Officer shall require including any variation (whether by way of alteration, addition or omission) to the Development

3.9 To pay to the Council:

- (a) On or prior to the date of this Agreement the Council's proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- (b) all legal, administrative and construction costs incurred by the Council in connection with any amendments required to existing Traffic Regulation Orders or the promotion of new Traffic Regulation Orders arising as a consequence of the Development;

3.10 To consult with, place orders with and pay any costs to Statutory Undertakers in relation to any works to their mains, services, plant or equipment necessitated by the Development including any works required by the Statutory Undertakers to divert the services to the satisfaction of the Proper Officer;



- 3.11 To provide to the Proper Officer the contact details of a representative for the duration of the construction of the Development and a telephone number of such representative which number will be manned on a 24 hour basis in cases of emergency;
- 3.12 To ensure that the Development are properly notified to the Health and Safety Executive in accordance with the CDM Regulations and give to the Council a copy of the notification and any acknowledgement from the Health and Safety Executive; and
- 3.13 To secure any necessary Traffic Regulation Orders which may be required in order for the Development to commence.
- 3.14 Not interfere with the free flow of traffic on the existing highway or in any way obstruct the Highway Land without the express written permission of the Proper Officer and the bringing into force of any necessary Traffic Regulation Order.
- 3.15 Unless otherwise stated, if any sums payable under this agreement are unpaid on the due date then the Developer shall pay Interest on the sum outstanding from the due date until the actual date of payment.

#### **4. RESTRICTION ON SALE OF NEW UNIT(S)**

- 4.1 The Developer agrees not to sell, lease, assign, sub-let, grant a licence, demise or give control to any person of any New Unit (or any part thereof) without procuring that that person shall first enter in to a legal agreement with the Council such agreement having the same terms as this Agreement save as to those terms of this Agreement which have been fully discharged by the Developer and further save than otherwise agreed by the Council.

#### **5. COUNCIL'S OBLIGATIONS**

- 5.1 The Council covenants with the Developer that it will comply with its obligations contained in this agreement.
- 5.2 The Council gives the Developer and all those authorised by the Developer licence to enter the Highway Land with or without workmen, plant and machinery to enable the Developer to comply with its obligations in this agreement. The Council agrees that the Developer is permitted to break open the surface of the Highway Land to the extent reasonably necessary for the carrying out of the Development (subject to making good any damage).
- 5.3 If there are no objections to any Traffic Regulation Order and the Council resolves to make one or all of the Traffic Regulation Orders, any Traffic Regulation Order shall be made and the statutory formalities completed as soon as reasonably practicable.

## **6. CONSTRUCTION OF THE DEVELOPMENT**

- 6.1 The Developer shall, at its own cost, carry out and complete the Development:
- (a) in a good and workmanlike manner;
  - (b) in accordance with the Planning Permissions; and
  - (c) in compliance with all relevant British Standards, codes of practice and good building practice.
- 6.2 The Development shall only be carried out between the times of 8.00 a.m. and 6.00 p.m. on Monday to Friday (inclusive) and 8.00 a.m. and 1.00 p.m. on Saturdays and no noisy works shall be carried out on Sundays or public holidays unless otherwise agreed in writing by the Council.
- 6.3 The Developer shall provide the Council with not less than 20 Working Days notice (or such lesser period as may be agreed by the Council) of the commencement of any works to Statutory Undertakers' mains or services, plant or equipment necessitated by the Development and shall at no cost to the Council carry out or procure the carrying out of such works in accordance with the details approved by the Council, the provisions of the New Roads and Street Works Act 1991 and the Traffic Management Act 2004.
- 6.4 Where the Developer has caused such damage, the Developer shall, as far as is practicable, repair under the Highway Land at no cost to the Council any connections from the electric cables to the street lamps before the paving of any footways comprised in the Development is carried out.
- 6.5 During the carrying out of the Development the Developer shall comply with the:
- (a) provisions of Chapter Eight of the Traffic Signs Manual (published by the Department for Transport) as amended;
  - (b) directions of the police and the Proper Officer in respect of lighting and signing of the Development and any diversion routes.
- 6.6 The Developer shall use all reasonable endeavours to Practically Complete each part of the Development the subject of a Planning Permission within 18 calendar months from the relevant Implementation Date.

## **7. CERTIFICATE OF PRACTICAL COMPLETION**

- 7.1 Following completion of a Development authorised by one of the Planning Permissions, the Developer shall apply to the Proper Officer in writing for a Certificate of Practical Completion in respect of that Development.
- 7.2 Within 10 Working Days following receipt of a written application for the issue of a Certificate of Practical Completion the Proper Officer shall:

- (a) inspect the Development to which the application relates; and
- (b) provide the Developer (where necessary) with a definitive written list of any further works required to be carried out in order to achieve Practical Completion of the Development (Additional Works).

7.3 The Developer must carry out any Additional Works without delay and at its own cost.

7.4 The Additional Works shall be subject to the same inspection procedure set out in clause 7.2(a) until such time as the Development are Practically Complete to the reasonable satisfaction of the Proper Officer and safe and fit for the type of traffic expected to use the Development.

7.5 From and including the date of issue of the Certificate of Practical Completion the Highways Land shall be available for use by vehicles and pedestrians.

## **8. ACCESS TO AND OPENING OF THE DEVELOPMENT**

8.1 During construction of the Development upon reasonable request, the Developer shall give to or procure for the Proper Officer and any other person or persons authorised by the Proper Officer free access to every part of the Development and the site for the purpose of inspecting the Development and all materials used, or intended to be used, for the Development. The Developer shall give effect to any requirements made or direction given by the Proper Officer so that the Development conforms to the obligations in this Agreement.

8.2 While carrying out any inspection under this clause, the Proper Officer and any other authorised person shall comply with any reasonable health and safety requirements notified to them by the Developer.

## **9. KEEPING THE HIGHWAY CLEAN AND TIDY**

9.1 All roads, footpaths, rights of way and other means of passage that lead to, from or cross the site of the Development and are available for use by the public during the carrying out of the Development shall be kept free from mud or other substances deposited through the construction operations of the Development and any such substance deposited by the Developer or the Developer's contractor shall be promptly removed at no cost to the Council.

9.2 If such substances are not promptly and adequately removed the Council may close any associated crossings, entrances and exits and in the event of there being a danger to highway users may arrange for the substances to be removed by its own employees or contractors and may recover its reasonable and proper costs from the Developer. On removal of the substances the Council shall allow such crossings, entrances and

exits to be reopened. Any losses or expenses incurred as a result of these measures shall be borne by the Developer.

- 9.3 On completion of the Development the Developer shall clear away and remove from the Highway Land all construction plant, surplus material, rubbish and temporary works and leave the site of the Development in a good and workmanlike condition.

## 10. INDEMNITIES

- 10.1 Subject to Clause 10.4 hereof, the Developer shall indemnify the Council against any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any breach or non-observance by the Developer of its obligations in this agreement (including without limitation any negligent or defective design or construction of the Development) including (but not limited to):

- (a) third party claims for death, personal injury or damage to property;
- (b) statutory or other liability for the safety or security of the working methods, employment practices, protection of the environment and control of pollution; and
- (c) third party claims for unlawful interference with any rights of light, air, support, water, drainage or any other easement or right.

This indemnity shall not apply in respect of any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any act, neglect, default or liability of the Council.

- 10.2 The Developer shall indemnify the Council in respect of any claims arising out of, in connection with or incidental to, the carrying out of the Development and their subsequent use, other than those arising out of or in consequence of any negligent act, default or omission of the Council.

- 10.3 The indemnification referred to in clause 10.2 includes:

- (a) all fees incurred by claimants which the Council is obliged to pay, and those of the Council or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);
- (b) statutory interest payments to claimants and their professional advisors; and
- (c) the Council's reasonable and proper legal costs in making the compensation, fees and interest payments under clause 10.2.

- 10.4 Liability under this indemnity is conditional on the Council discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the Council which may reasonably be considered likely to give rise to a liability under this indemnity (a **Claim**), the Council shall:

- (a) as soon as reasonably practicable give written notice of the Claim to the Developer specifying the nature of the Claim; and

- (b) not make any admission of liability in relation to the Claim without the prior written consent of the Developer (such consent not to be unreasonably withheld or delayed) provided that the Council may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Developer without obtaining the Developer's consent) if the Council reasonably believes that failure to settle the Claim would be prejudicial to the Council in any material respect.

## 11. DEFAULT EVENTS

The Council may terminate this agreement immediately by written notice to the Developer without prejudice to any other rights the Council may have, if any of the following events occur:

- (a) the Developer is in fundamental breach of any of its obligations and liabilities in this agreement; or
- (b) the Developer is in substantial breach of any of its obligations and liabilities in this agreement and has failed to rectify the breach within a reasonable time after receiving notice to rectify from the Council; or
- (c) where the Developer is a corporation:
  - (i) has an administrative receiver or receiver appointed over the whole or part of the Developer's assets or suffers the appointment of an administrator; or
  - (ii) any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or
  - (iii) an application is made for an administration order in relation to the Developer; or
  - (iv) an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice is given of an intention to appoint an administrator by the Developer or its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
  - (v) a receiver or manager is appointed in relation to any property or income of the Developer; or
  - (vi) a liquidator is appointed in respect of the Developer; or
  - (vii) a voluntary winding-up of the Developer is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
  - (viii) a petition is made for a winding-up order for the Developer; or
  - (ix) the Developer is struck-off from the Register of Companies; or

- (x) the Developer otherwise ceases to exist.

**12. ASSIGNMENT**

The Developer may not assign this agreement without the prior written consent of the Council.

**13. LAPSE OF AGREEMENT**

If the Planning Permissions lapse without having been implemented or is varied without the consent of the Developer or is revoked and construction of the Development has not commenced, then this Agreement shall lapse and be of no further effect provided that the Developer agrees to pay to the Council any costs properly incurred under this Agreement by the Council prior to the lapse of the Planning Permissions.

**14. NOTICES**

14.1 A notice to be given under this agreement must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

14.2 Any notice to be given under this agreement must be sent to the relevant party as follows:

- (a) to the Council at: Town Hall, Judd Street, London WC1H 9LP marked for the attention of Borough Solicitor;
- (b) to the First Party as detailed at Party 1; and
- (c) to the Second Party at: Ground Floor, Faraday Building, 1 Knightrider Street, London EC4V 5BT, marked for the attention of the General Counsel, BT Wholesale & Ventures;

or as otherwise specified by the relevant party by notice in writing to each other party.

14.3 Any notice given in accordance with clause 14.1 and clause 14.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

14.4 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

14.5 This clause does not apply to the service of any proceedings or other documents in any legal action.

**15. JOINT AND SEVERAL LIABILITY**

All covenants made by the Developer in this Agreement are made jointly and severally and shall be enforceable as such.

**16. THIRD PARTY RIGHTS**

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**17. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

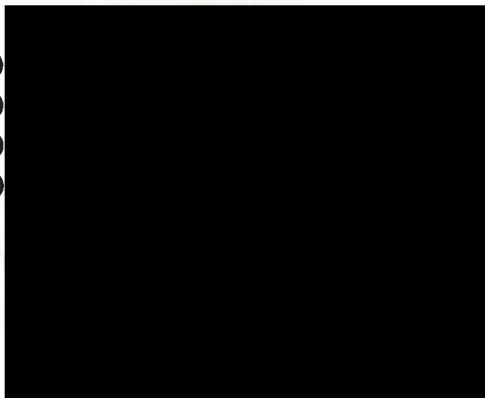
This agreement has been entered into on the date stated at the beginning of it.

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

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

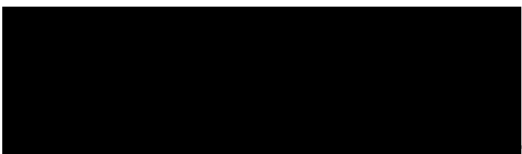
 .....

**Authorised Signatory**



**THE COMMON SEAL OF BRITISH TELECOMMUNICATIONS PLC  
affixed to this deed is authenticated by:**

BT17/0076



**EXECUTED AS A DEED BY** )  
**LINK OOH LIMITED** )  
**acting by a Director and its Secretary )**  
**or by two Directors** )

**Director Name: (CAPITALS)** )

**Director Signature:** )

**Director/~~Secretary~~ Name (CAPITALS)** )

**Director/~~Secretary~~ Signature:** )





1973 - 1974

1975 - 1976

1977 - 1978

1979 - 1980

1981 - 1982

1983 - 1984

1985 - 1986

1987 - 1988

1989 - 1990

1991 - 1992

1993 - 1994

1995 - 1996

1997 - 1998

1999 - 2000

2001 - 2002

2003 - 2004

2005 - 2006

2007 - 2008

2009 - 2010

2011 - 2012

2013 - 2014

**Schedule 1 Existing Units Removal Programme**

<p><b>2017/1125/P</b> 1 x phone kiosk at Avenue Road, o-s 100 and Swiss Cottage Station</p>
<p><b>2017/0440/P and 2017/0439/P</b> 2 x phone kiosks at Camden High St, 190 o-s 2 x phone kiosks at Camden High St, 176 o-s (Underground Station) 2 x phone kiosks at Camden Road (outside Leyland no 7-15) 2 x phone kiosks at Camden Road (outside The Underworld) 1 x phone kiosk at Camden High Street (outside Costa no 181-183)</p>
<p><b>2017/1134/P</b> 1 x Camden Rd, o/s 84-92</p>
<p><b>2017/1127/P</b> 2 x phone kiosk at Eversholt Street, o-s 1 1 x phone kiosk at Eversholt Street (opposite no 235 Palsat)</p>
<p><b>2017/1129/P, 2017/0446/P and 2017/0447/P</b> 1 x phone kiosk at 96 Finchley Road (o-s Odeon Cinema) 2 x phone kiosks at Finchley Rd, 13-14 Harden Parade o-s 1 x phone kiosk at Finchley Rd, o/s 3 Northways Parade 2 x phone kiosks at Finchley Road (outside 4 Harben Parade Vision Express)</p>
<p><b>2017/0451/P</b> 2 x phone kiosks at High Holborn, o-s 81 1 x phone kiosk at Brunswick Square (outside Brunswick Centre opposite Brunswick Square Gardens) 2 x phone kiosks at 233 High Holborn</p>
<p><b>2017/1131/P</b> 2 x kiosks at o/s 7 Greville Street (opposite no 38) 2 x phone kiosks at Greville Street (Opp 88/90) Jct Hatton Gdns</p>
<p><b>2017/0454/P</b> 1 x phone kiosk at 54-56 Kilburn High Road.</p>
<p><b>2017/0455/P</b> 1 x phone kiosk at 5-11 Proctor Street</p>
<p><b>2017/0452/P</b> 1 x phone kiosk o/s 251 Kentish Town Road 2 x phone kiosks o/s 268 Kentish Town Road</p>

## **Schedule 2 New Units Facilities Management Plan**

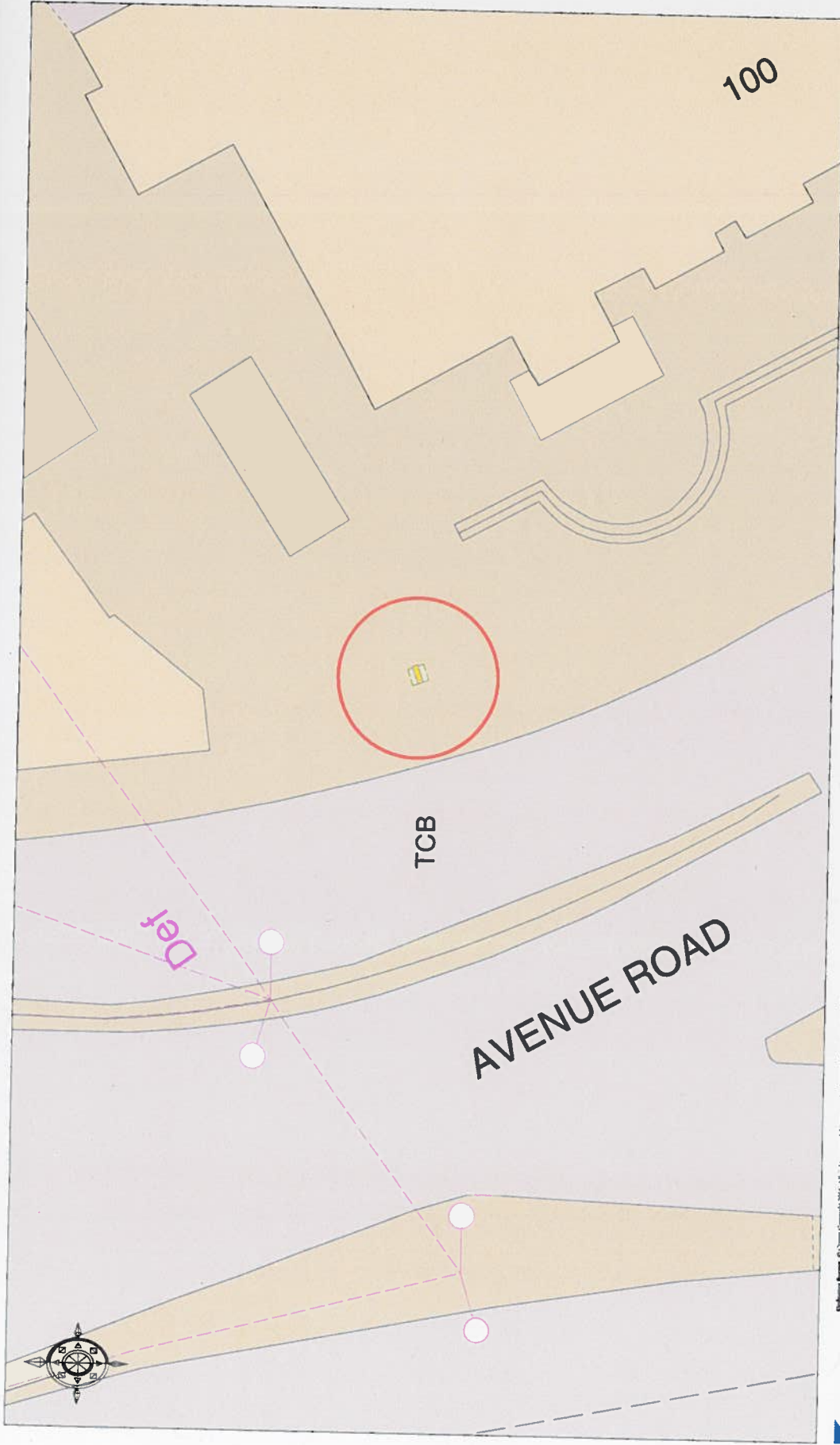
The New Unit Facilities shall include the following:

- 1) Publicly accessible 50Mbps WiFi throughput at no charge on any capable 802.11ac compatible WiFi enabled device, or such updated standard as is in general use, for up to 20 simultaneous connections.
- 2) Free UK landline and mobile phone calls (excludes premium and non-standard numbers).
- 3) Emergency services button for quick access to the UK emergency services.
- 4) Built-in tablet with touch screen display.

The Developer shall use reasonable endeavours to provide the following as part of the New Facilities:




- 5) Applications providing local search, directions and listings.
- 6) Civic services.

**Schedule 3 Highway Land**



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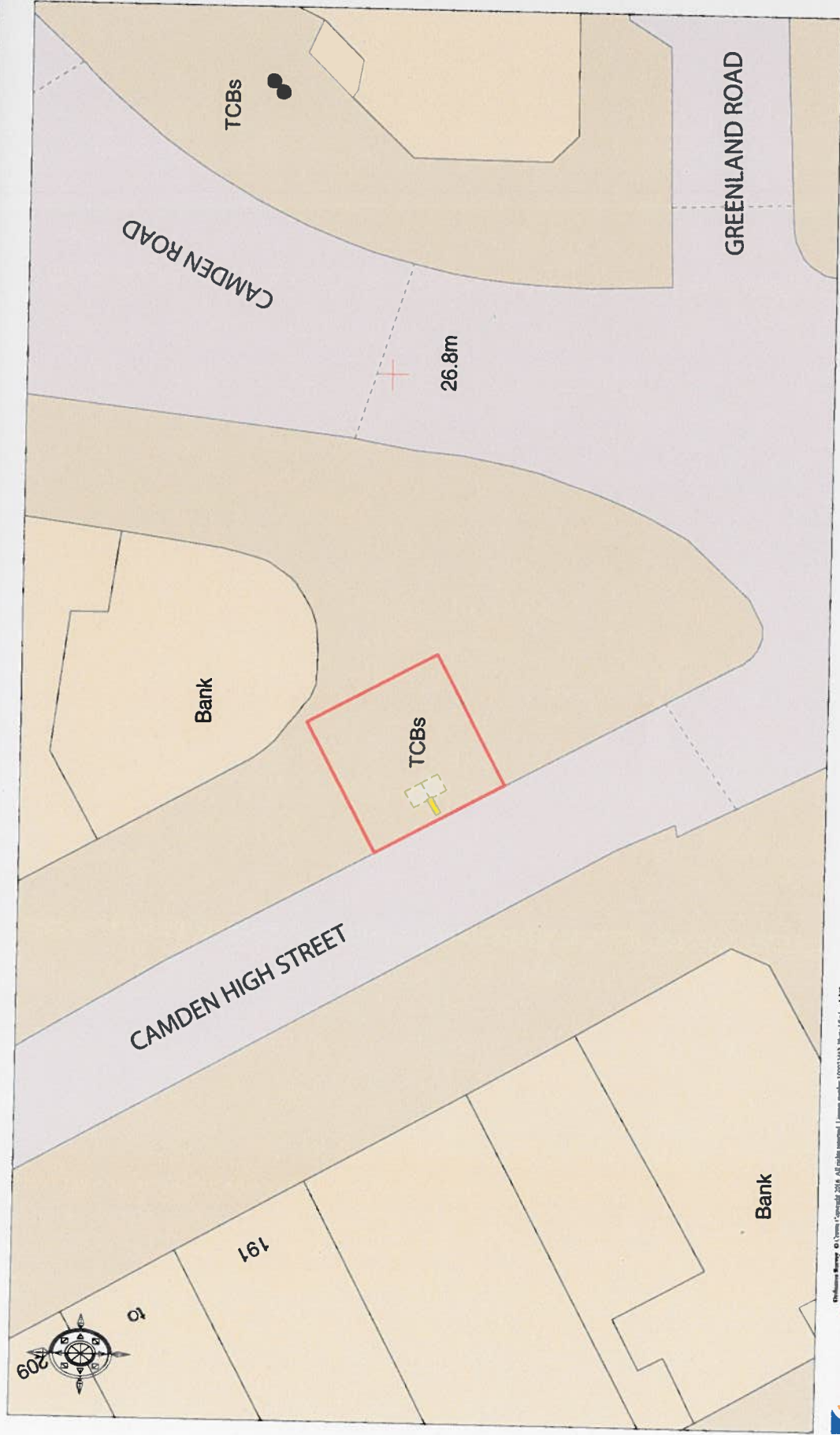


-  Replacement of 1no. KX100+ Telephone Kiosk with 1no. Link UK Unit
-  Link UK Unit
-  Site Location




Description:	Replacement of 1no. KX100+ Telephone Kiosk with 1no. Link UK Unit	Dwg. No.	PV2869 - 001
	Site:	Avenue Road (Outside no 100 and Swiss Cottage Station entrance)	Date: 2 February 2017

Scale 1:200@A3





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-  Replacement of 2no. KX100 Telephone Kiosks with 1no. Link UK Unit
-  Link UK Unit
-  Site Location

Description: Replacement of 2no. KX100 Telephone Kiosks with 1no. Link UK Unit	Dwg. No.	PY2789 - 001	
	Dwg. Existing & Proposed Site Plan	Date	06 January 2017
Site: Camden High Street (outside HSBC Junction parkway NW1 8CL)			

Scale 1:200@A3





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Replacement of 2no. KX100 Telephone Kiosks  
with 1no. Link UK Unit  
Link UK Unit  
Site Location

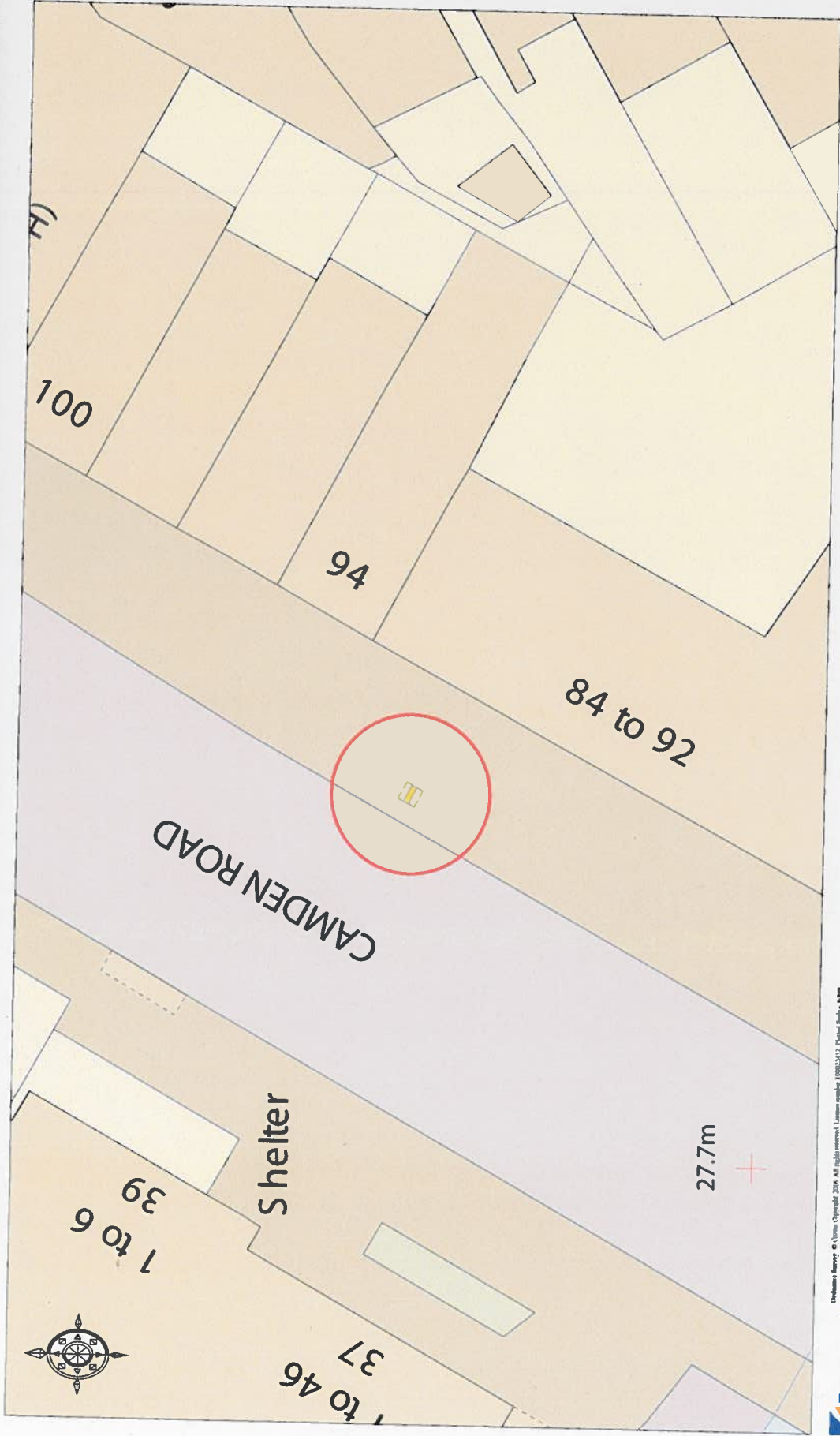
Description: Replacement of 2no. KX100 Telephone Kiosks  
with 1no. Link UK Unit  
Site: Camden High street (opposite junction Inverness Street)

Dwg: Existing & Proposed  
Site Plan  
Date: 06 January 2017

Dwg No: PY2788 - 001




Scale 1:200@A3





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-  Replacement of 1no. KX100+ Telephone Kiosk with 1no. Link UK Unit
-  Link UK Unit
-  Site Location

Description: Replacement of 1no. KX100+ Telephone Kiosk with 1no. Link UK Unit	Dwg. No.	Scale 1:200@A3	
	Dwg. No.	PY2872 - 001	
Site: Camden Road (outside 84-92 NW1 Dental Care)	Existing & Proposed Site Plan	Date	
	Date	7 February 2017	







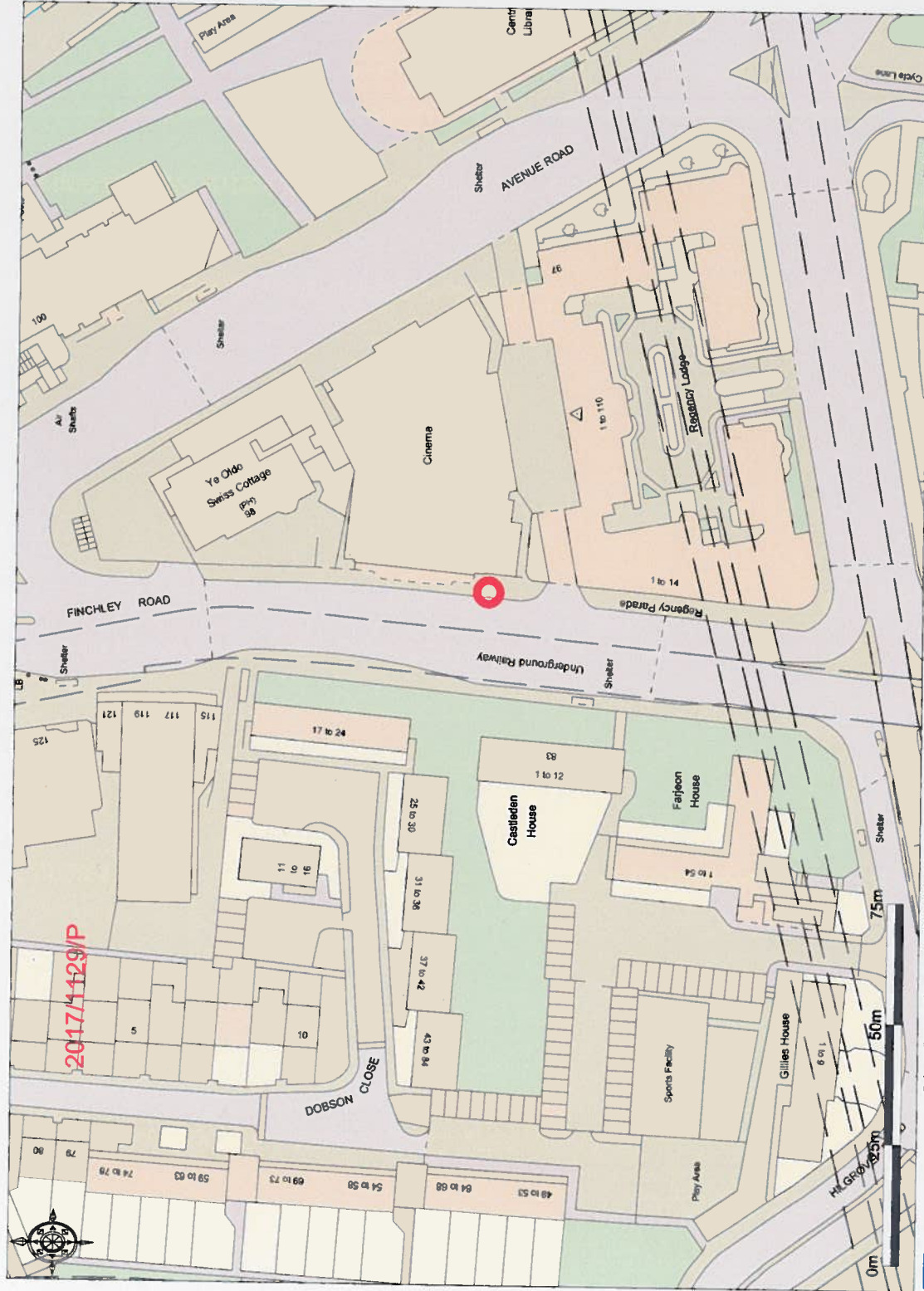
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02073835583

Finchley Road (outside Odeon cinema 96 Finchley Road)  
NW3 6HY

2017/1129/P



2017/1129/P

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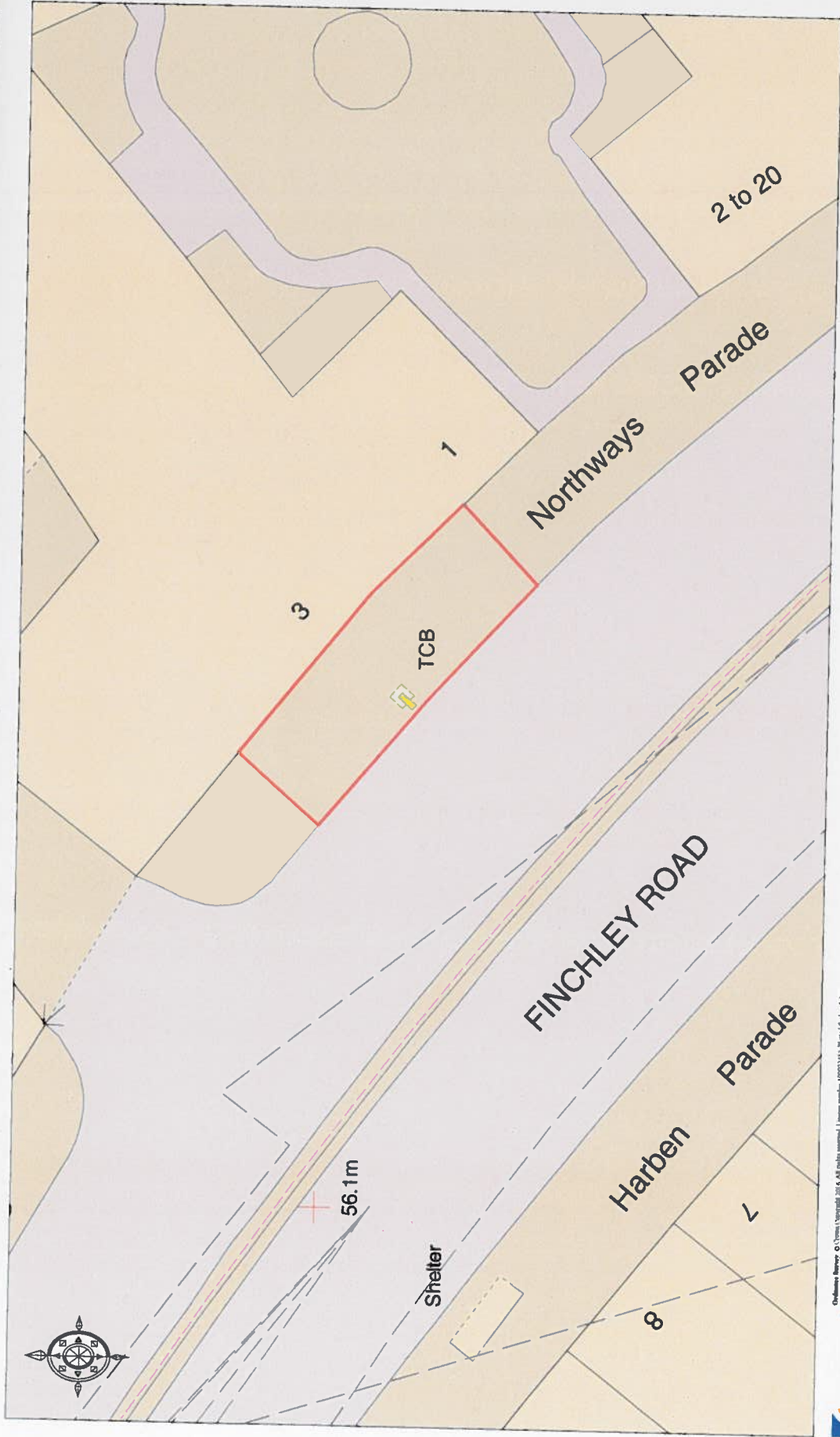


-  Replacement of 2no. KX100 Telephone Kiosks with 1no. Link UK Unit
-  Link UK Unit
-  Site Location

Description:	Replacement of 2no. KX100 Telephone Kiosks with 1no. Link UK Unit	Dwg. No	PY2796 - 001
Site:	Finchley Road (outside 13-14 Harben Parade)	Existing & Proposed Site Plan	Date
		09 January 2017	

Scale 1:200@A3





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Replacement of 1no. KX100 Telephone Kiosk with 1no. Link UK Unit  
 Link UK Unit  
 Site Location

Description:  
 Replacement of 1no. KX100 Telephone Kiosk with 1no. Link UK Unit  
 Site:  
 Finchley Road (outside Vision Express No. 3 Northways Parade) NW3 5EN

Dwg: Existing & Proposed Site Plan  
 Date: 09 January 2017

Dwg No: PY2797 - 001

Scale 1:200@A3



High Holborn (outside no 81 near Junction Red Lion Street)  
WC1V 6LS

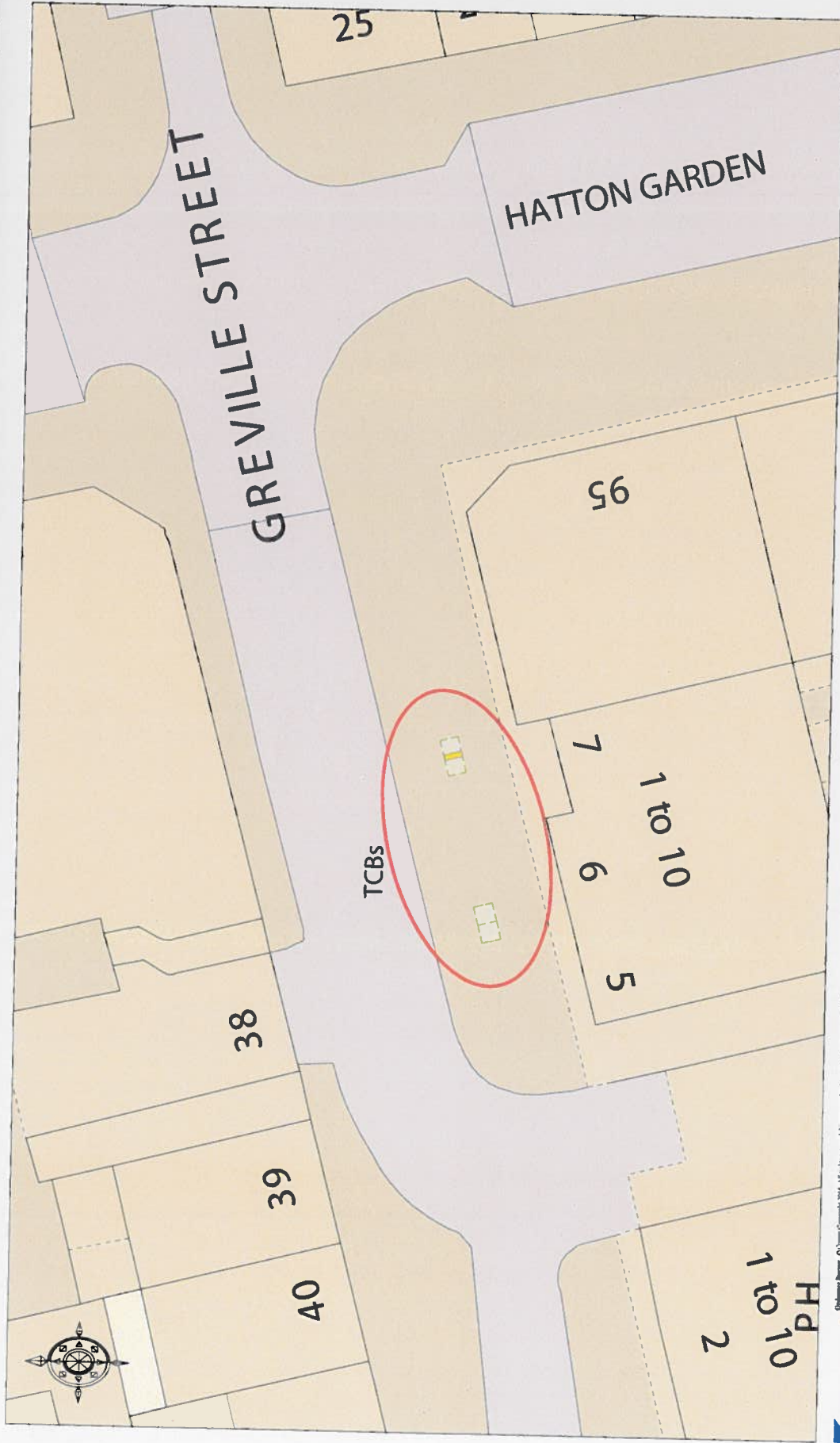
2017/0451/P



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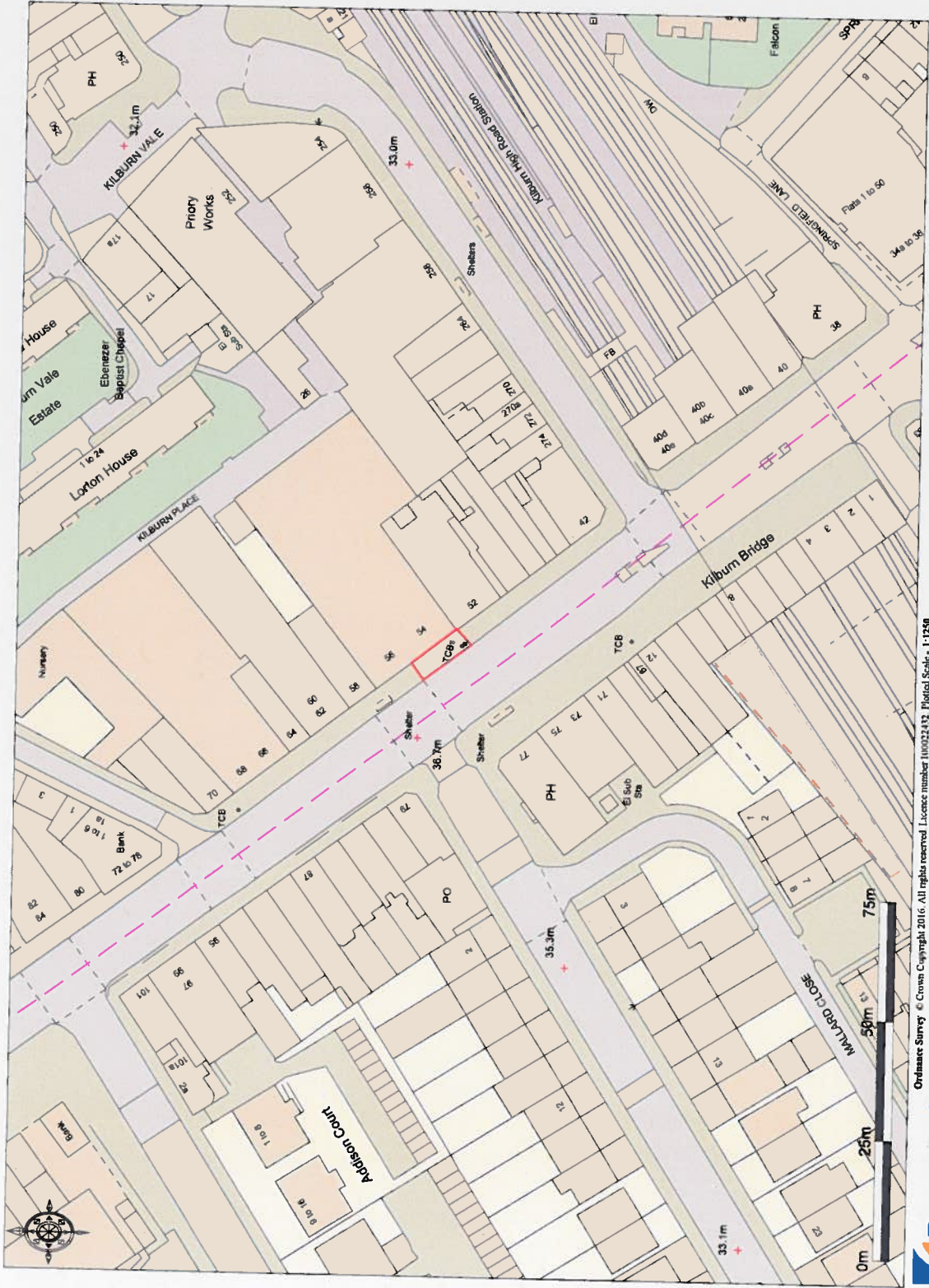


-  Replacement of 4no. KX100+ Telephone Kiosks with 1no. Link UK Unit
-  Link UK Unit
-  Site Location

Description:	Replacement of 2no. KX100+ Telephone Kiosks with 1no. Link UK Unit	Dwg. Existing & Proposed Site Plan	Dwg. No. PY2884 - 001	Scale 1:200@A3
	Site:	Greville Street (Opp 88 90) Jct Hatton Gdns	Date 7 February 2017	



Kilburn High Road (outside no 48-50)



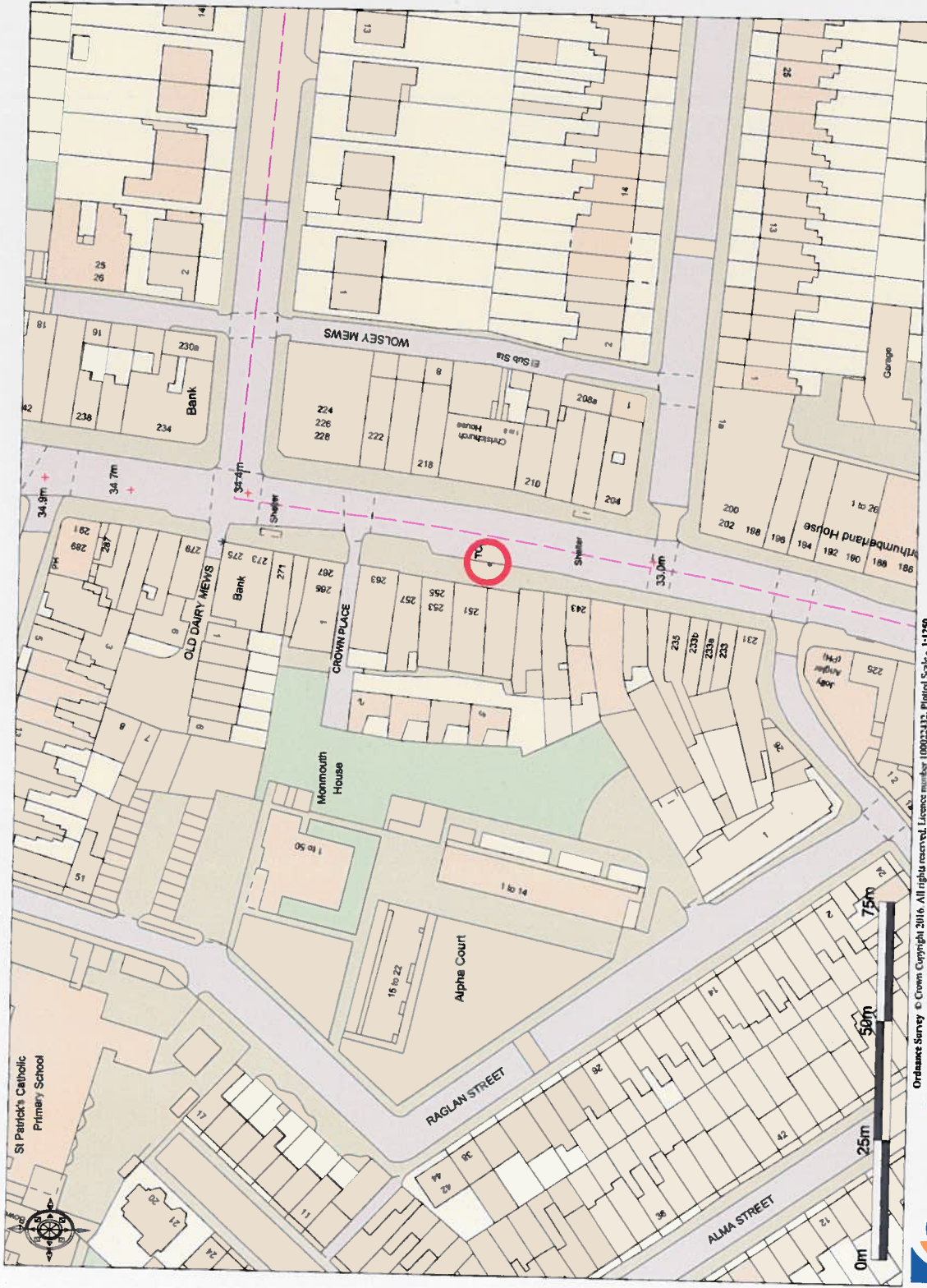
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02073723429

Kentish Town road (outside no.25, opposite post office)  
NW5 2JT

2017/0452/P



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02074826475



Proctor Street (outside no 5-11 junction Catton Street)  
WC1V 6NX

201710455/P



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02078314971

#### Schedule 4 Planning Permissions and Corresponding Locations

2017/1125/P	Avenue Road, o-s 100 and Swiss Cottage Station
2017/0440/P	Camden High St, 176 o-s (Underground Station)
2017/0439/P	Camden High St, 190 o-s
2017/1134/P	Camden Rd, o/s 84-92
2017/1127/P	Eversholt Street, o-s 1
2017/1129/P	Finchley Road, o-s 96 (Odeon Cinema)
2017/0446/P	Finchley Rd, 13-14 Harden Parade o-s
2017/0447/P	Finchley Rd, o/s 3 Northways Parade
2017/0451/P	High Holborn, o-s 81
2017/1131/P	Greville Street, o-s 7
2017/0454/P	Kilburn High Rd, 54-56 o-s
2017/0452/P	251 Kentish Town Road
2017/0455/P	Proctor St, 5-11 o-s

# COUNCIL

OF THE

UNITED STATES OF AMERICA

OF THE

OF THE

OF THE

OF THE

OF THE

OF THE

OF THE

**DATED**

15 MAY 2017

**(1) LINK OOH LIMITED**

**and**

**(2) BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY**

**and**

**(3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**

**relating to:**

**Highway land in the London Borough of Camden**

**pursuant to**

**Town and Country Planning Act 1990 and  
Section 111 of the Local Government Act 1972 and  
Section 278 of the Highways Act 1980 and  
Section 1 of the Localism Act 2011 and  
the New Roads and Street Works Act 1991**

**Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP**

**Tel: 020 7974 5647**

**Fax: 020 7974 2962**

**CLS/PK/1800.285 (final)**