

DATED

2017

(1) DE BEERS UK LIMITED

and

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

**SECTION 106 AGREEMENT
relating to land known as**

17 Charterhouse Street, London EC1N 6RA

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



Pinsent Masons

"Affordable Workspace Contribution"	the sum of [£276,390 ¹] (two hundred and seventy six thousand three hundred and ninety pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the provision of affordable workspace for the jewellery sector in the vicinity of the Property;
"Agreement"	this planning obligation made pursuant to Section 106 of the Act;
"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated;
"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay;
"Certificate of Practical Completion"	the certificate issued by the relevant contractor architect or project manager certifying that the Development has been completed;
"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the [draft Construction Management Plan appended hereto at Annexure 3/Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto] to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network;
"Construction Phase"	the whole period between: <ul style="list-style-type: none"> (i) the Implementation Date; and (ii) the date of issue of the Certificate of Practical Completion;
"Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden;
"Demolition and Construction Management Plan Review Contribution"	the sum of [£19,800] (nineteen thousand eight hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the review and approval of the Owner's Demolition Management Plan and Construction Management Plan during the demolition and Construction Phase of the Development;
"Demolition Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the Demolition Works in the form of

¹ 30% of £921,300. N.B. s106 contributions may need adjusting dependent on uplift in floorspace.

	the draft Demolition Management Plan appended hereto at Annexure 2 to ensure the Demolition Works can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network;
"Demolition Works"	the taking down of the structure of the existing buildings at the Property or any substantial part thereof;
"Development"	[REDACTED] as shown on [REDACTED];
"Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clauses 3.5 and 3.6 of this Agreement through (but not be limited to) the following:-</p> <p>(a) using reasonable endeavours to ensure advertising of all construction vacancies through the Kings Cross Construction Skills Centre for a period of no less than one week before promoting more widely;</p> <p>(b) using reasonable endeavours to ensure a [%] local employment target during the Construction Phase;</p> <p>(c) using reasonable endeavours to ensure the provision of [] construction apprentices through the Kings Cross Construction Skills Centre;</p>
"Energy Statement"	<p>an energy statement showing how the Development will achieve the targets set out in the submission document entitled Energy Statement and dated [] 2017 by Twin & Earth including the following targets:</p> <p>(a) meet a reduction in regulated CO2 emissions below the maximum threshold allowed under Part L 2013;</p> <p>(b) provide the greatest contribution to CO2 reduction wherever feasible in the refurbished parts of the Development; and</p> <p>(c) a reduction in CO2 emissions through renewable technologies wherever feasible;</p>
"Highway Works Contribution"	the maximum sum of [£REDACTED] to be paid by the Owner to the Council in accordance with the terms of this Agreement in the event that the Council is required to carry out remedial works to the highway as a result of the Development;
"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 other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, the Demolition Works, archaeological investigations, investigations for the purpose of assessing ground

	conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements;
"Jewellery Sector Training and Support Plan"	a plan setting out a package of training and support measures initiatives and programmes to be adopted by the Owner in order to provide training and support for the jewellery sector over a period of [] years within the vicinity of the Property in accordance with the principles set out in the Second Schedule unless otherwise agreed in writing between the Owner and the Council;
"Local Procurement and Employment Contribution"	the sum of [£107,865 ²] (one hundred and seven thousand eight hundred and sixty five pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the provision of local procurement and employment advice to local residents and to support local procurement initiatives in Camden;
"Occupied"	means first beneficial occupation of the Development for purposes permitted by the Planning Permission but not including occupation for construction, fit-out or decoration or in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly;
"Occupation Date"	the date when any part of the Development is Occupied;
"Parties"	the Council and the Owner;
["Pedestrian, Cycling, Environmental and Public Realm Contribution"	the sum of [£] to be paid by the Owner to the Council in accordance with this Agreement to fund improvements to transport and public realm within the vicinity of the Property which are required as a result of the Development; ³]
"Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on [] 2017 under reference number [];
"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;
"Planning Permission"	planning permission granted for the Development pursuant to the Planning Application a draft of which is contained in Annexure 2;
"Property"	the land known as 17 Charterhouse Street, London EC1N 6RA as edged red on the plan attached at Annexure 1;

² Contribution amount dependent on uplift in floorspace.

³ Council please to justify this contribution specifically in relation to the site, otherwise assume it would be a CIL payment.

"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated;
"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays;
["Servicing Management Plan"	a plan setting out how deliveries and servicing will be managed at the Property for the purposes of the Development in accordance with this Agreement; ^{4]}
"Sustainability Plan"	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and Occupation which shall:-</p> <p>(a) achieve the targets set out in the submission document entitled Sustainability Report and dated [] by Twin & Earth and sustainable design measures and climate change adaptation measures in line with Council policies;</p> <p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent rating;</p>
"Travel Plan Monitoring Contribution"	the sum of £6,244 (six thousand two hundred and forty four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the review and approval of the Owner's Travel Plan over a five year period from the date of first Occupation of the Development;
"Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to inter alia reducing trips in motor vehicles to and from the Development and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>(a) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council⁵;</p> <p>(b) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(c) measures to ensure subsequent reviews on the [third] and [fifth] anniversary of the Occupation Date using the initial survey referred to in (a) for baseline monitoring, ensuring the plan is updated where required</p>

⁴ Heads of terms say a servicing management plan might be required.

⁵ Do we want to/can we offer this?

upon receipt of results of the review and further approved in writing by the Council;

(d) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time;

"Utilities" means mains services including gas, electricity, potable water, sewerage and telecommunications;

"Working Days" means any Monday to Friday (other than bank or public holidays).

2. NOW THIS DEED WITNESSETH AS FOLLOWS:-

2.1 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.

2.2 The obligations in this Agreement are not binding on or enforceable against any statutory undertaker or other person who acquires any part of the Property or any interest in it for the purposes of supplying Utilities or public transport services.

2.3 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.

2.4 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.

2.5 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

2.6 It is hereby agreed between the Parties that save for the provisions of clause 5.9 hereof which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall be conditional on the Implementation of the Planning Permission.

2.7 The Parties save where the context states otherwise shall include their successors in title.

3. OBLIGATIONS OF THE OWNER

The Owner covenants with the Council to perform the obligations set out in Clauses 3.1 to 3.12 of this Agreement as follows:

3.1 CAR FREE DEVELOPMENT

- 3.1.1 To ensure that prior to Occupying the Development each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (a) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (b) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 3.1.2 Not to Occupy or use (or permit the Occupation or use) of the Development at any time during which the occupier holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.
- 3.1.3 The Owner for itself and its successors in title to the Property hereby acknowledge that the provision in Clause 3.1.1 and 3.1.2 above will remain permanently.

3.2 **DEMOLITION MANAGEMENT PLAN**

- 3.2.1 On or prior to carrying out the Demolition Works to provide the Council for approval a draft Demolition Management Plan.
- 3.2.2 Not to carry out or permit the carrying out of the Demolition Works until such time as the Council has approved the Demolition Management Plan as demonstrated by written notice to that effect.
- 3.2.3 The Owner acknowledges and agrees that the Council will not approve the Demolition Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Demolition Works can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 3.2.4 To ensure that throughout the Demolition Works they shall not be carried out otherwise than in accordance with the requirements of the Demolition Management Plan and not to permit the carrying out of any Demolition Works at any time when the requirements of the Demolition Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 3.2.5 On or prior to the Demolition Works to pay to the Council the Demolition and Construction Management Plan Review Contribution.

- 3.2.6 Not to carry out or permit the carrying out of the Demolition Works until such time as the Council has received the Construction Management Plan Review Contribution.

3.3 CONSTRUCTION MANAGEMENT PLAN

- 3.3.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 3.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 3.3.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 3.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

3.4 ENERGY STATEMENT

- 3.4.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Statement.
- 3.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Statement as demonstrated by written notice to that effect.
- 3.4.3 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Statement as approved by the Council have been incorporated into the Development.
- 3.4.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Energy Statement as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Energy Statement.

3.5 **EMPLOYMENT AND TRAINING**

- 3.5.1 On or prior to the Implementation Date to pay to the Council the Local Procurement and Employment Contribution.
- 3.5.2 Not to Implement or to allow Implementation until such time as the Council has received the Local Procurement and Employment Contribution.
- 3.5.3 On or prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 3.5.4 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 3.5.5 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

3.6 **LOCAL EMPLOYMENT**

- 3.6.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use reasonable endeavours to ensure that no less than [20%] of the work force is comprised of residents of the London Borough of Camden.
- 3.6.2 In order to facilitate compliance with the requirements of sub-clause 3.6.1 above the Owner shall work in partnership with (i) the Kings Cross Construction Skills Centre; and (ii) take the following specific measures to ensure:-
 - (a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the Kings Cross Construction Skills Centre;
 - (b) the Kings Cross Construction Skills Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
 - (c) that the Kings Cross Construction Skills Centre is supplied with a full labour programme throughout the Construction Phase (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the Construction Phase programme, and (ii) measures to ensure that these needs

are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and

- (d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Skills Centre and employed during the Construction Phase.

3.6.3 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than [] construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (a) recruited through the Kings Cross Construction Skills Centre;
- (b) employed for a period of not less than [] weeks; and paid at a rate not less than the London Living wage.

3.6.4 Notwithstanding the provisions in clauses 3.6.1 to 3.6.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the [Council].

3.7 **AFFORDABLE WORKSPACE CONTRIBUTION**

3.7.1 On or prior to the Implementation Date to pay to the Council the Affordable Workspace Contribution.

3.7.2 Not to Implement or to allow or permit Implementation until such time as the Council has received the Affordable Workspace Contribution.

3.8 **HIGHWAY WORKS CONTRIBUTION**

3.8.1 Upon the Owner first receiving satisfactory evidence from the Council that (i) remedial works need to be carried out to the highway by the Council as a result of the Development and (ii) justification for the amount requested by the Council for carrying out the remedial works to the highway, to pay to the Council the agreed Highway Works Contribution within [10] Working Days of such agreement of the Highway Works Contribution.

3.8.2 Subject to clause 3.8.1 above, not to Occupy or to allow or permit Occupation until such time as the Council has received the Highway Works Contribution.

3.9 **PEDESTRIAN, CYCLING, ENVIRONMENTAL AND PUBLIC REALM CONTRIBUTION**

3.9.1 On or prior to the Implementation Date to pay to the Council the Pedestrian, Cycling, Environmental and Public Realm Contribution.

3.9.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Pedestrian, Cycling, Environmental and Public Realm Contribution.

3.10 **SUSTAINABILITY PLAN**

3.10.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

3.10.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

3.10.3 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.

3.10.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Sustainability Plan and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

3.11 **TRAVEL PLAN**

3.11.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution.

3.11.2 Not to Implement or permit Implementation of any part of the Development until such time as:

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full.

3.11.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Travel Plan.

3.12 **[SERVICING PLAN**

- 3.12.1 On or prior to the Implementation Date to submit to the Council the Servicing Plan for approval.
- 3.12.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Servicing Plan as demonstrated by written notice to that effect.
- 3.12.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Servicing Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Servicing Plan.]

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

- 4.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 4.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 5.1 hereof quoting the Planning Permission reference [] the date upon which the Development is ready for Occupation.
- 4.3 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 Development or any requests to provide documentation within the Owner's possession for the purposes of monitoring compliance with the obligations contained herein.
- 4.4 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 [].
- 4.5 Payment of the contributions in this Agreement shall be made by the Owner (or its agent or nominee) to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the Planning Permission Reference [].
[Electronic Transfer shall be made directly to the National Westminster Bank of Hampstead Village,

Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480⁶].

- 4.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 4.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

X

5. **IT IS HEREBY AGREED AND DECLARED BY THE PARTIES HERETO THAT:-**

- 5.1 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 [] 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.
- 5.2 This Agreement shall be registered as a Local Land Charge.
- 5.3 The Owner hereby covenants with the Council that they 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 titles to the Property to which they are the respective proprietor 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 For the Council to confirm

- 5.4 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.
- 5.5 No person shall be liable for any breach of any of the planning obligations or other provision of this Agreement after it shall have parted with its entire interest in the Property or that part of the Property in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 5.6 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.
- 5.7 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.
- 5.8 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 5.9 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. **RIGHTS OF THIRD PARTIES**

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

7. **COUNCIL COVENANTS**

- 7.1 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 7.2 The Council covenants with the Owner to use all sums received from the Owner under this Agreement for the purposes specified in this Agreement for which it is to be paid and for no other purpose.
- 7.3 The Council covenants with the Owner that it will refund all such sums received to the person who paid such sums received by the Council under this Agreement which has not been expended in accordance with the provisions in this Agreement within ten years of the date of receipt of the final instalment by the Council of such sum.

7.4 Following performance and satisfaction of all the obligations contained in this Agreement and on the written request of the Owner the Council (following a written request) shall effect the cancellation of all entries made in the Register of Local Land Charges in respect of 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)
DE BEERS UK LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

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

.....
Authorised Signatory

SCHEDULE 1
PRO FORMA
CONSTRUCTION MANAGEMENT PLAN

The Council has produced a pro-forma Construction Management Plan that shall be used by the Owner to prepare and submit the Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

The Owner should use the Minimum Requirements (also available at the link above) as guidance for what is required in the Construction Management Plan.

SCHEDULE 2

JEWELLERY SECTOR TRAINING AND SUPPORT PLAN

1. On or prior to the Occupation Date to submit to the Council the Jewellery Sector Training and Support Plan for approval such Jewellery Sector Training and Support Plan to include the following:
 - 1.1 [TO BE WORKED UP ALONG WITH DE BEERS UK LIMITED.]

The Council suggests speaking to Goldsmith's Centre who are looking to expand their provision and also the Hatton Garden Business Improvement District who are interested in establishing a visitor centre in Hatton Garden.

2. Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Jewellery Sector Training and Support Plan as demonstrated by written notice to that effect.

ANNEXURE 1
THE PROPERTY

ANNEXURE 2
DRAFT PLANNING PERMISSION

ANNEXURE 3

DRAFT DEMOLITION MANAGEMENT PLAN

ANNEXURE 4
DRAFT CONSTRUCTION MANAGEMENT PLAN

DATED

2017

(1) DE BEERS UK LIMITED

and

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

**SECTION 106 AGREEMENT
relating to land known as**

17 Charterhouse Street, London EC1N 6RA

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