

DATED 28 November 2017

(1) GREAT ORMOND STREET HOSPITAL FOR CHILDREN
NHS FOUNDATION TRUST LIMITED

and

(2) GREAT ORMOND STREET HOSPITAL CHILDREN'S CHARITY

and

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

A G R E E M E N T

relating to land known as

The Hospital for Sick Children, Great Ormond Street,
37 to 46 (all) Guilford Street and 83 Lamb's Conduit Street, Holborn
pursuant to

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

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 4125
CLS/COM/OO.1800.360



THIS AGREEMENT is made the

28th

day of

November 2017

B E T W E E N:

- A. **GREAT ORMOND STREET HOSPITAL FOR CHILDREN NHS FOUNDATION TRUST** of Great Ormond Street, London WC1N 3JH (hereinafter called "the Owner") of the first part
- B. **GREAT ORMOND STREET HOSPITAL CHILDREN'S CHARITY** (Co. Regn. No. **09338724**) of 40 Bernard Street, 4th Floor, London WC1N 1LE (hereinafter called "the Mortgagee") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL755345 subject to a charge to the Mortgagee.
- 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 and validated on 12 June 2017 and the Council resolved to grant permission conditionally under reference number 2017/3377/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee (as the successor in title of The Trustees of Great Ormond Street Hospital Children's Charity pursuant to a Charity Commission Order dated 1 April 2015 made under Section 263 of the Charities Act 2011) is mortgagee under a legal charge registered under Title Number NGL755345 and dated 31 March 2014 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.3 "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
- 2.4 "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
- 2.5 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.6 "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 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 including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development;
- (ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (v) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.7 "the Construction Management

the sum of £1,140.00 (one thousand one hundred and forty 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 in the event of

Plan Implementation Support Contribution”	receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.8 “the Construction Phase”	the whole period between (i) the Implementation Date and (ii) the date of issue of the Certificate of Practical Completion
2.9 “the 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
2.10 “the Development”	Erection of a three storey building within the Southwood Courtyard to provide 998sq.m (GEA) of healthcare space (D1), including physiotherapy and rehabilitation facilities and an MRI suite and operating theatre for use by Great Ormond Street Hospital. Works include a stair link at second floor level to the Southwood Building, a two storey link to the Variety Club Building, entrance ramps and stairs, a green roof, cycle parking, artificial lighting, plant equipment and associated works as shown on drawing numbers:- Existing Drawings: (01)033, (02)012 Rev G and 013-015 Rev F Proposed Drawings: (01)001 Rev H; 002-003 Rev S; 004 Rev M and 005 Rev L, (02)017-020 Rev G, (03)006-008 Rev F and 009 Rev E, (04)009. Supporting Documents: Sunlight and Daylight Analysis dated June 2017 (including Sunlight and Daylight Statement by Delva Patman Redler LLP and Interior Lighting Analysis by Richard Stephens Partnership); Sustainability Statement dated June 2017; Built Heritage Statement (ref: JCH00072) dated June 2017; (01)029-032 Rev H; (09)002 Rev E 003 Rev F and 006 Rev G; (09)011 Rev F;

Archaeological Desk Based Assessment dated June 2017;
BREEAM Pre-Assessment Summary Report dated 14/03/2017;
Cover letter dated 09/06/2017; Construction Management Plan
dated June 2017; Ground Conditions Report dated June 2017;
Plant Noise Assessment (ref: 17/0132/R1-1); Planning Statement
dated June 2017 and Design and Access Statement dated June
2017

2.11 “the Energy
Efficiency and
Renewable
Energy Plan”

a strategy setting out a package of measures to be adopted by the
Owner in the management of the Development with a view to
reducing carbon energy emissions through (but not be limited to) the
following:-

- (a) the incorporation of the measures set out in the submission
document entitled Sustainability Statement by Southfacing
Services Ltd dated June 2017 to achieve a 52.9% reduction in
CO2 emissions beyond the Part L 2013 baseline;
- (b) further details (including detailed drawings, any necessary
surveys and system specifications) of how the Owner will reduce
the Development’s carbon emissions from renewable energy
technologies located on the Property ensuring the Owner will
target a reduction of at least 20% in carbon emissions in relation
to the Property using a combination of complementary low and
zero carbon technologies;
- (c) separate metering of all low and zero carbon technologies to
enable the monitoring of energy and carbon emissions and
savings;
- (d) a building management system being an electronic system to
monitor the Development’s heating cooling and the hours of use
of plant;
- (e) measures to enable future connection to a local energy network
that has been designed in accordance with the “CIBSE heat

networks; code of practice for the UK” at the boundary of the Property including:

- safeguarded space for a future heat exchanger;
- provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
- the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
- provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made; and
- provision of contact details of the person(s) responsible for the development’s energy provision for the purpose of engagement over future connection to a network.

(f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage NCM (for non-residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council’s strategic policies on the reduction of carbon emissions contained within its Development Plan;

(g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development’s future management and occupation; and

(h) 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

2.12 "the Highways Contribution"

the sum of £10,000.00 (ten thousand 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 in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property as are required due to the Development ("the Highways Works") these to include costs associated with the following :

(a) Repair and repavement of the public highway in the general vicinity of the Property;

(b) any other works the Council acting reasonably requires as a direct result of the Development

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.13 "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", "Implement" and "Implemented" shall be construed accordingly

2.14 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.15 "the Parties"

mean the Council, the Owner and the Mortgagee

- 2.16 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 12 June 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/3377/P subject to conclusion of this Agreement
- 2.17 "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
- 2.18 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.19 "the Property" the land known as The Hospital for Sick Children, Great Ormond Street, 37 to 46 (all) Guilford Street and 83 Lamb's Conduit Street, Holborn the same as shown shaded grey on the plan annexed hereto
- 2.20 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.21 "the Sustainability Plan" 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:-
- (a) achieve the targets set out in the submission document entitled Sustainability Statement by Southfacing Services Ltd dated June 2017;
- (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 and

attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;

- (c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;
- (d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (f) 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

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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 Where any approval, agreement, consent, confirmation or expression of satisfaction is required the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2.1 and 4.2.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 BUILDING REMOVAL

- 4.1.1 To notify the Council in writing on or before the Implementation Date for the Development has commenced or is about to commence.
- 4.1.2 To remove the Development in accordance with the Planning Permission within eight (8) years from the date hereof.

4.2 CAR FREE

- 4.2.1 To ensure that prior to occupying any part of the Development each new occupant 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
- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit 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).
- 4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 4.2.1 and 4.2.2 above will remain permanently.
- 4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 of this Agreement.

4.3 CONSTRUCTION MANAGEMENT PLAN

4.3.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.3.3 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.

4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management 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 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.

4.4 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.4.3 Not to Occupy or permit Occupation of the Property 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 Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.4.4 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 strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.5 HIGHWAYS

4.5.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.5.2 Not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full.

4.5.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.5.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.5.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within twenty eight days of the issuing of the said certificate pay to the Council the amount of the excess.

4.6 SUSTAINABILITY PLAN

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.6.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.6.4 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 strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

5. NOTICE AND PAYMENT TO THE COUNCIL

- 5.1 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.
- 5.2 Within 7 (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 6.1 hereof quoting planning reference 2017/3377/P the date upon which the Development will be ready for Occupation.
- 5.3 The Parties shall act in good faith and shall co-operate with each other 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 reasonable 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 it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall 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.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 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 2017/3377/P.
- 5.7 Payment of the Construction Management Plan Implementation Support Contribution and Highways Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner 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 reference 2017/3377/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

- 5.8 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.
- 5.9 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 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

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

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/3377/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner(s) and the Mortgagee in this Agreement are made jointly and severally and shall be enforceable as such.

9. RIGHTS OF THIRD PARTIES

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

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

THE COMMON SEAL OF/
EXECUTED AS A DEED BY
GREAT ORMOND STREET HOSPITAL FOR CHILDREN
NHS FOUNDATION TRUST LIMITED
was hereunto affixed
in the presence of:-/
By

)
)
)
)
)
)



PETER STEER
CHIEF EXECUTIVE

.....



Witness Signature

Witness Name: JUSTINE DE SOUSA

Address: GREAT ORMOND ST HOSPITAL

Occupation: EXECUTIVE ASSISTANT



EXECUTED AS A DEED BY
GREAT ORMOND STREET HOSPITAL CHILDREN'S CHARITY
in the presence of:

)
)

for C&F
DIRECTOR OF FINANCE



.....
Witness Signature

Witness Name: Jane

Address: Great Ormond Street Hospital Children's Charity

Occupation: Director of Supply & Logistics

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO THE HOSPITAL FOR SICK CHILDREN,
GREAT ORMOND STREET

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

R. Alexander

.....
Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

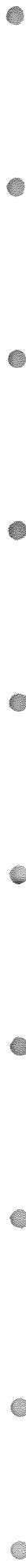
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of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

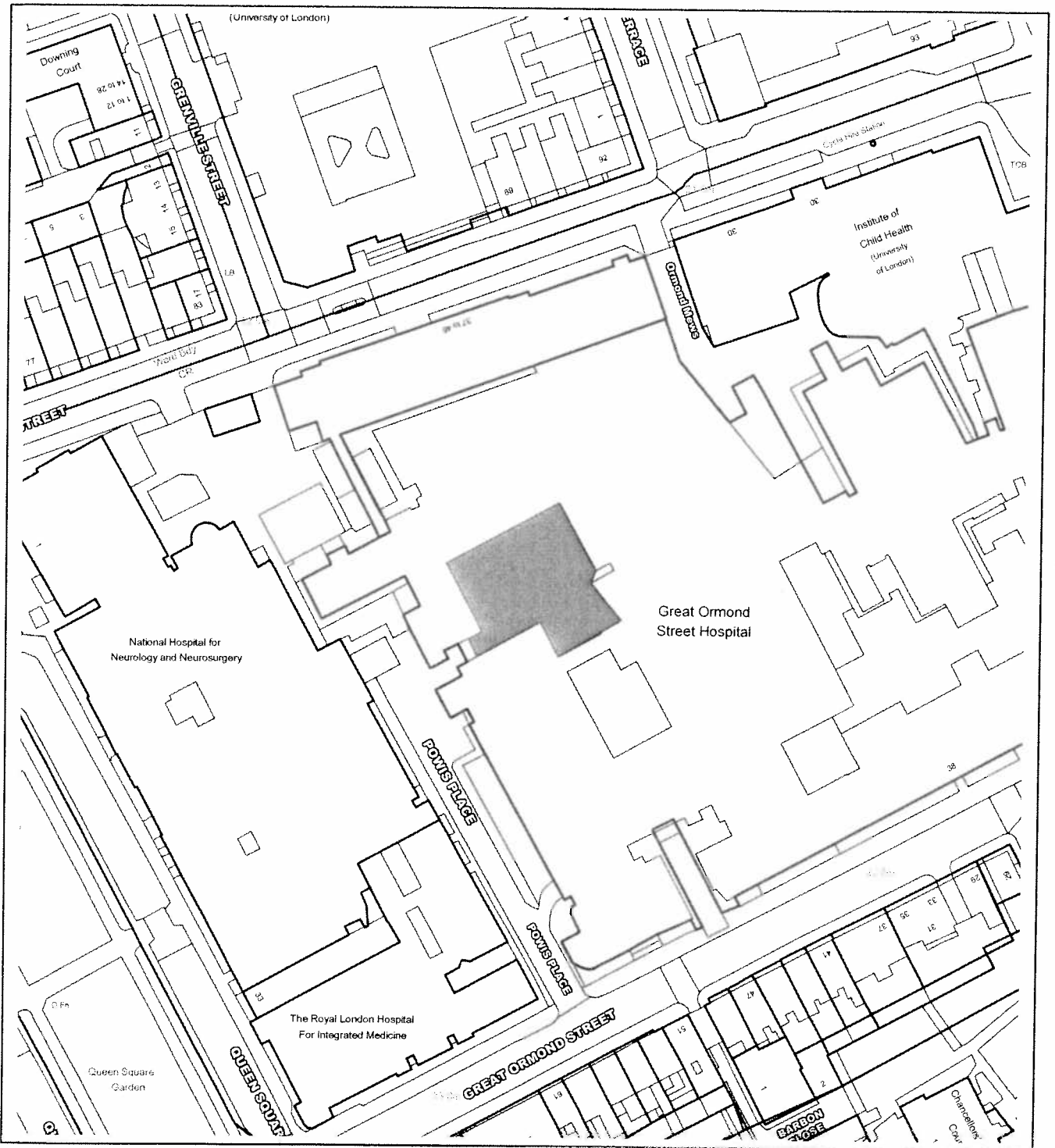
Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences



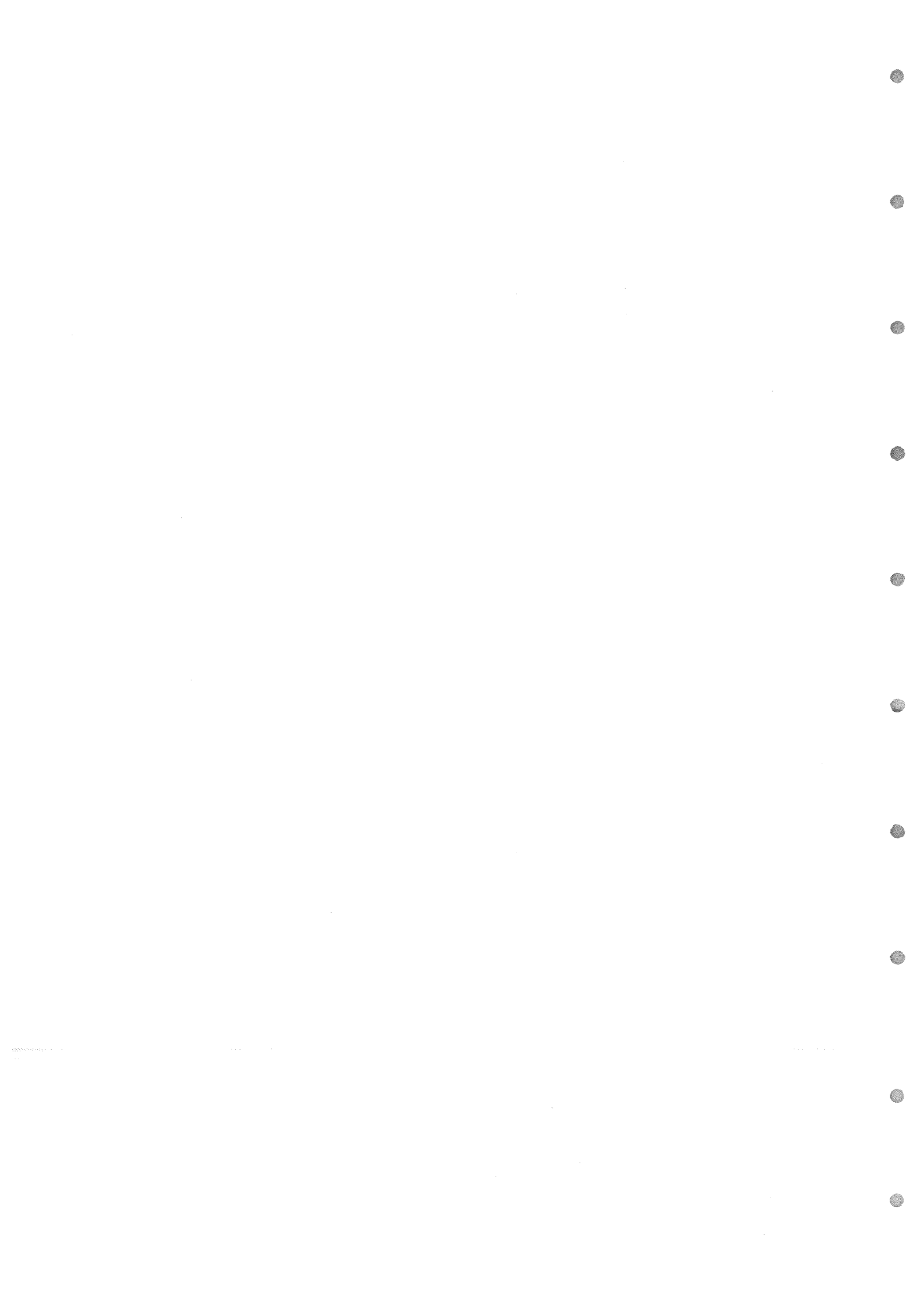
PK

NORTHGATE SE GIS Print Template



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

PK



BDP
16 Brewhouse Yard
Clerkenwell
London
EC1V 4LJ

Application Ref: **2017/3377/P**

9 August 2017

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**Great Ormond Street Children's Hospital
Great Ormond Street
London
WC1N 3JN**

Proposal:

DECISION
Erection of a three storey building within the Southwood Courtyard to provide 998sq.m (GEA) of healthcare space (D1), including physiotherapy and rehabilitation facilities and an iMRI suite and operating theatre for use by Great Ormond Street Hospital. Works include a stair link at second floor level to the Southwood Building, a two storey link to the Variety Club Building, entrance ramps and stairs, a green roof, cycle parking, artificial lighting, plant equipment and associated works.

Drawing Nos: Existing Drawings: (01)033, (02)012 Rev C and 013-015 Rev F.

Proposed Drawings: (01)001 Rev H; 002-003 Rev S; 004 Rev M and 005 Rev L, (02)017-020 Rev G, (03)006-008 Rev F and 009 Rev E, (04)009.

Supporting Documents: Sunlight and Daylight Analysis dated June 2017 (including Sunlight and Daylight Statement by Delva Patman Redler LLP and Interior Lighting Analysis by Richard Stephens Partnership); Sustainability Statement dated June 2017; Built Heritage Statement (ref: JCH00072) dated June 2017; (01)029-032 Rev H; (09)002 Rev E 003 Rev F and 006 Rev G; (09)011 Rev F; Archaeological Desk Based Assessment dated June 2017; BREEAM Pre-Assessment Summary Report dated 14/03/2017; Cover letter dated 09/06/2017; Construction Management Plan dated June 2017; Ground Conditions Report dated June 2017; Plant Noise Assessment (ref: 17/0132/R1-1); Planning Statement dated June 2017 and Design and Access Statement dated June 2017.

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 three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted must be removed within 8 years from the date of this permission.

Reason: To ensure that the structure does not prejudice the long term development of the wider site so that it complies with policies G1, C1, A1, D1 and D2 of the London Borough of Camden Local Plan June 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:

Existing Drawings: (01)033, (02)012 Rev C and 013-015 Rev F.

Proposed Drawings: (01)001 Rev H; 002-003 Rev S; 004 Rev M and 005 Rev L, (02)017-020 Rev G, (03)006-008 Rev F and 009 Rev E, (04)009.

Supporting Documents: Sunlight and Daylight Analysis dated June 2017 (including Sunlight and Daylight Statement by Delva Patman Redler LLP and Interior Lighting Analysis by Richard Stephens Partnership); Sustainability Statement dated June 2017; Built Heritage Statement (ref: JCH00072) dated June 2017; (01)029-032 Rev H; (09)002 Rev E 003 Rev F and 006 Rev G; (09)011 Rev F; Archaeological Desk Based Assessment dated June 2017; BREEAM Pre-Assessment Summary Report dated 14/03/2017; Cover letter dated 09/06/2017; Construction Management Plan dated June 2017; Ground Conditions Report dated June 2017; Plant Noise Assessment (ref: 17/0132/R1-1); Planning Statement dated June 2017 and Design and Access Statement dated June 2017.

Reason: For the avoidance of doubt and in the interest of proper planning.

- 4 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

a) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan June 2017.

- 5 Prior to the occupation of the development, a lighting method statement detailing how the proposed lighting system would operate, be monitored and managed, including details assessing the quality of the light from the proposed lighting system and the effectiveness of the system's timing, shall be submitted to and approved in writing by the local planning authority. The lighting system shall be monitored for a period of 12 months to ensure that the levels are appropriate. Details of the monitoring and the ongoing strategy shall be submitted 12 months after the occupation of the building.

Reason: In order to safeguard the special architectural and historic interest of the adjacent listed Chapel in accordance with the requirements of policy D2 of the Camden Local Plan June 2017.

- 6 No development (other than site clearance and preparation, relocation of services, utilities and public infrastructure and demolition), shall take place until full details in respect of the green roof in the area indicated on the approved roof plan are submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance
 - ii. sections at a scale of 1:20 with manufacturers details
 - iii. full details of planting species and density
 - iv. timing and extent of actions to ensure habitat functionally

The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, D1 and A3 of the London Borough of Camden Local Plan June 2017.

- 7 The external noise level emitted from plant, machinery or equipment and specified noise mitigation at the development hereby approved shall be lower than the lowest existing background noise level by at least 10dBA as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, and A1 of the London Borough of Camden Local Plan 2017.

- 8 Prior to the use of the development, the plant equipment and ducting shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration isolated from the casing and adequately silenced. The measures shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the Camden Local Plan June 2017.

- 9 No development (other than site clearance and preparation, relocation of services, utilities and public infrastructure and demolition), shall take place until details of secure and covered cycle storage area for 8 cycles have been submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of the development, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan June 2017.

- 10 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIB of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies G1, A1, CC1 and CC4 of the London Borough of Camden Local Plan 2017.

- 11 Prior to commencement of any works on site, a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority in writing.

Site investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority in writing.

The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority in writing prior to occupation.

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 policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 12 No work shall take place on site until a stage 1 written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works. If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works

B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. this part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: In order to minimise damage to the important archaeological remains which exist on this site, in accordance with the requirements of policy D2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 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. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/cam/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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.
- 3 Written schemes of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate



DATED

28 November

2017

**(1) GREAT ORMOND STREET HOSPITAL FOR CHILDREN
NHS FOUNDATION TRUST LIMITED**

and

(2) GREAT ORMOND STREET HOSPITAL CHILDREN'S CHARITY

and

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

AGREEMENT

relating to land known as

**The Hospital for Sick Children, Great Ormond Street,
37 to 46 (all) Guilford Street and 83 Lamb's Conduit Street, Holborn
pursuant to**

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

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 4125
CLS/COM/OO.1800.360