

DATED

15 March

1999

SUFFOLK WHARF LIMITED

-and-

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

AGREEMENT

Relating to land known as
Suffolk Wharf, Jamestown Road
287-289 Camden High Street
pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)

Alison Lowton
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envsec2/AIDEN/106-Suff2

12 June

12 June 1964



THIS AGREEMENT is made the 15 day of March 1999

B E T W E E N:

1. **SUFFOLK WHARF LIMITED** (Company Registration Number 3344197) whose registered office is situate at Suite 3 Cavendish Court Wigmore Street London W1H OJK (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESS OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS

- 1.1. The Owner is entitled to be registered at HM Land Registry as the freehold proprietor with Title absolute free from encumbrances of the First Property and Second Property.
- 1.2. The Council is the local planning authority for the purposes of the Act.
- 1.3. The Owner is interested in the First Property and Second Property for the purposes of Section 106(9) of the Act.
- 1.4. A Planning Application in revised form in respect of the First Property was submitted to the Council on 3rd November 1998 and granted permission conditionally under reference number PE9700702R3 subject to conclusion of this legal agreement.
- 1.5. A Planning Application in revised form in respect of the Second Property was submitted to the Council on 3rd November 1998 and granted permission conditionally under reference number PE9700713R3 subject to conclusion of this legal agreement.
- 1.6. An application for Conservation Area Consent in respect of demolition of buildings on the Site was submitted to the Council on 5th September 1997 and granted permission conditionally under reference number CE9700704.
- 1.7. The Council considers it expedient in the interests of the proper planning of its area that the development of the First Property and Second Property should be restricted or regulated in accordance with this Agreement.
- 1.8. For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act

2. **DEFINITIONS**

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

- 2.1. "the Act" the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)
- 2.2. "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act.
- 2.3. "the First Application" the Planning Application in revised form in respect of the First Property submitted to the Council on 3rd November 1998 and granted permission conditionally subject to a legal agreement under reference number PE9700702R3.
- 2.4. "the Second Application" the planning application in revised form in respect of the Second Property submitted to the Council on 3rd November 1998 and granted permission conditionally subject to a legal agreement under reference number PE9700713R3.
- 2.5. "the B1 Element" the area comprising 3,398 square metres floorspace within the First Development shown on drawing numbers 1094/103D,104D and 105D as approved as part of the First Application to be used (subject to the provisions of this Agreement) for purposes within Class B1 of the Schedule to the Town and Country (Use Classes) Order 1987

2.6. "the Canal
Improvements
Contribution"

The sum of £10,000 (ten thousand pounds) to be applied by the Council in the event of receipt for the carrying out of environmental improvements in the vicinity of the Regent's Canal.

2.7. "Canal Information
Centre"

An information centre to be operated in the Lock Keeper's Cottage to be managed to the Council's reasonable satisfaction so as to provide for the dissemination of information to members of the public about the current operation and history of the Regent's Canal and the Site, other relevant matters relating to local history and other relevant up to date information promoting inter alia local tourist attractions this to incorporate inter alia (i) an area at ground floor level comprising at least 51 per cent of the net usable total floorspace of the Lock-Keeper's Cottage (such total floorspace to specifically exclude toilet and storage areas) to be fully equipped and laid out to the Council's reasonable satisfaction for the display and provision of information to visitors such area to be wheel chair accessible and (ii) ancillary areas equipped and laid out to provide for the sale of retail goods and nonalcoholic drink and hot and cold food for consumption on or off the premises

2.8. "the Camden Town
Centre Contribution"

The sum of £20,000 (twenty thousand pounds) to be applied by the Council in the event of receipt in carrying out environmental economic and other regenerative improvements in the centre of Camden Town.

2.9. "Consents"

All necessary consents permissions and approvals required for the laying out construction provision and use of either the Landscaping Scheme (or where the context so permits the Canal Information Centre, the First Development or the Second Development) the Listed Buildings Act 1990 and under relevant building regulations.

2.10. "the Conservation Area
Consent Application"

the application for conservation area consent under the Listed Buildings Act 1990 in respect of the First Property and Second Property submitted to the Council on 5th September 1997 and granted permission conditionally subject to a legal agreement under reference number CE9700704.

2.11. "the Conservation Area
Consent"

Conservation Area Consent granted under the Listed Buildings Act 1990 substantially in the draft form annexed hereto for demolition of buildings in connection with the redevelopment of the First and Second Property as shown on drawing numbers:

PM ~~1097/099.~~

2.12. "the Contributions"

the Canal Improvements Contribution, the Camden Town Centre Contribution, the Recycling Facility Contribution, the Public Transport Contribution and the Traffic Management Contribution.

2.13. "The Construction Phase"

the whole period between

(i) the date when any works preparatory to the implementation of the First Development or the Second Development are carried out on or around the Site. and

(ii) the date when all works connected to the implementation of the First Development and the Second Development are completed on or around the Site.

2.14. "the Development"

The First Development and the Second Development.

2.15. "the First Development"

Redevelopment of the First Property by the erection of a four-storey building to accommodate A3 Food and Drink Use on the ground floor, A1 retail use on part of the ground and first floors, B1 Business Use on the upper floors and use of the former lock-keeper's cottage as a canal information centre as shown on drawing nos. 100B, 101C, 102D, 103D, 104D 105D, 106D, 107D, 108D, 109D, 110E, 111E, 112E and 113C.

2.16. "the Second Development"

Redevelopment of the Second Property by the erection of a six-storey hotel, as shown on drawing numbers: 100B, 101C, 102D, 103D, 104D 105D, 106D, 107D, 108D, 109D, 110E, 111E, 112E, 113C.

2.17. "the Green Travel Plan"

A plan setting out a package of workplace measures to be adopted by the Owner in the management of the First Development (or where the context so permits the Second Development) with a view to assisting the Council in its aim of reducing commuting and work related trips and servicing by thirty per cent within three years by promoting the use of environmentally friendly forms of transport.

2.18. "the Hotel Traffic Management Plan "

A plan for the management of traffic of coaches to and from the Second Development to ensure that the Second Development operates in such a way as to ensure highway safety and the safe operation of such vehicles such scheme to deal specifically with details of the daily movements and operations of such vehicles to and from the Second Development so as to restrict these to one daily excursion from the Second Development each day for each parking bay (and for the purposes of this sub clause 2.18 "coach" shall mean passenger service vehicles of length in excess of 5 metres and passenger capacity in excess of 7 people).

2.19. "the Implementation Date"

the earlier of the following two dates:

- (i) the date of implementation of the First Development by the carrying out of a material operation as defined in Section 56 of the Act
- (ii) the date of implementation of the Second Development by the carrying out of a material operation as defined in Section 56 of the Act

and references to "Implementation" herein shall be taken to mean implementation by the carrying out of a material operation as defined in Section 56 of the Act

2.20. "Information Centre Specification"

A detailed specification for the carrying out of works of construction and fitting out and equipping of the Lock Keeper's Cottage as the Canal Information Centre drawn up by an architect or other appropriately qualified professional person incorporating inter alia full details of design, construction, alteration, refurbishment materials and phasing.

2.21. "Information Centre Management Plan"

A management plan for the Canal information Centre ("the Centre") setting out full details of its management and operation this to include inter alia the following:
full details of hours of operation of the Centre (these to a minimum of 30 hours per week and to provide for weekend opening)

a full inventory of furniture and equipment to be retained and used at the Centre in so far as may be appropriate (having regard to the nature and extent of any interactive equipment to be installed in the Centre for the use by members of the public) the anticipated level of staffing for the Centre (such staff to be appropriately identified and trained in order to be able to assist in the dissemination of information.)

Educational services that will be offered to local groups and residents by the Centre details of charges to be made by the Centre for any of the above (having regard to the principle that the basic services provided at the Centre will be free of charge).

2.22. "the Lock-Keeper's Cottage

the Grade II Listed Building within the Site shown edged in Green on Plan A annexed hereto to be restored and restructured by the Owner to enable it to be used to provide the Canal Information Centre

2.23. "the Landscaping Scheme"

A high quality scheme for the provision of hard and soft landscaping within the Landscaped Area (incorporating construction of the Pedestrian Access Route) and providing for (inter alia) the provision of plants and planting, appropriate lighting, signage, fencing and street furniture such scheme to involve expenditure of a minimum of £100 per square metre within the Landscaped Area.

- 2.24. " Landscaping Scheme Specification" A detailed specification for the Landscaping Scheme drawn up by an appropriately qualified professional person incorporating inter alia full details of design, materials and phasing of the Landscaping Scheme
- 2.25. "the Landscaped Area" the area shown coloured Purple on Plan B annexed hereto (and for the avoidance of doubt described thereon as "Area owned by BWB to be landscaped by Suffolk Wharf Ltd", "Area owned by Suffolk Wharf Ltd to be landscaped by Suffolk Wharf Ltd" and "Right of Way".
- 2.26. "Method Statement" a detailed statement prepared by an appropriately qualified professional person giving effect to the requirements of the Council's Considerate Contractor Manual setting out in detail all steps the Owner shall take during the Construction Phase to ensure the minimisation of the disruption and the environmental effect of activity arising out of the Construction Phase
- 2.27. "Occupation Date" the earlier of the following dates:
- (i) the first date when the First Development is either occupied or opened for business ("the First Occupation Date")
 - (ii) the first date when the Second Development is either occupied or opened for business ("the Second Occupation Date")

- 2.28. "the Pedestrian Access Route" A route for pedestrian access over the Site to be constructed as part of the Landscaping Scheme as the same is shown dotted in Black on Plan B (and for the avoidance of doubt described thereon as "Right of Way") (or such alternative comparable route within the Landscaped Area as may be agreed between the parties).
- 2.29. "the First Property" Land at Suffolk Wharf, Jamestown Road and 287-289 Camden High Street, London NW1 as the same is shown marked in Red for identification purposes only on Plan A attached hereto.
- 2.30. "the Second Property" Land at Suffolk Wharf, Jamestown Road and 287-289 Camden High Street, London NW1 as the same is shown marked in Blue for identification purposes only on Plan B attached hereto.
- 2.31. "the First Planning Permission" a planning permission granted for the First Development in the draft form annexed hereto in respect of the First Property
- 2.32. "the Second Planning Permission" a Planning Permission granted for the Second Development in the draft form annexed hereto in respect of the Second Property.
- 2.33. "the Planning Permissions" the First Planning Permission and the Second Planning Permission.

- 2.34. "the Public Transport Contribution" The sum of £100,000 (one hundred thousand pounds) to be applied by the Council in the event of receipt to improvements to the public transport infrastructure in the Camden Town area.
- 2.35. "Public Art" A high quality art feature or features funded by the Owner in accordance with the provisions of this Agreement to be created by a local artist of repute in an area of the Development which is visible and accessible to members of the public.
- 2.36. "Public Art Group" A group established at the Owner's expense to discuss and decide upon the design and location of the Public Art this to consist of the following representatives: 2 representatives from the Council, 1 representative from the Camden Town Conservation Area Advisory Committee and three representatives of the Owner
- 2.37. "the Residents Association" the Arlington Road Residents Association (contact person - Nick Winterton, 161 Arlington Road, London NW1 7ET).
- 2.38. "the Recycling Facility Contribution" The sum of £50,000 (fifty thousand pounds) to be applied by the Council in the event of receipt in the creation of recycling facilities in the Camden Town area.
- 2.39. "the Site" The First Property and the Second Property collectively as the same is shown marked in Orange on Plan B.

2.40. "the Traffic
Management Measures
Contribution"

The sum of £5,000 (five thousand pounds) to be applied by the Council in the event of receipt in carrying out such traffic management works and associated works in the vicinity of the Site as the Council reasonably considers necessary as a consequence of the carrying out of the First Development and Second Development including costs incurred in relocating the stopline on the junction of Jamestown Road at its junction with Camden High Street.

2.41. "the Working Group"

a working group the objectives of which shall be to liaise, discuss, advise and where appropriate make recommendations to the Owner on any issue relating to good working practices (with particular reference to the Method Statement and to Council's "Considerate Contractor's Manual") so as to minimise disruption and the environmental effect of activity arising out of the Construction Phase such working practices to include inter alia the following:

- (a) procedures for notifying local residents and business occupiers in advance of major operations and taking steps to minimise disruption

- (b) details of major delivery schedules and any necessary road closures or other amendments to normal traffic arrangements and steps to be taken to minimise disruption
- (c) identification of a representative of the Owner to be a contact for local people to refer to (the name of such person to be publicised in the local community)
- (d) details of measures to be taken to maintain tidiness and to minimise noise
- (e) Any other matter which the Council reasonably considers is necessary to safeguard the amenity of local residents and businesses.

NOW THIS DEED WITNESSETH as follows:-

- 3. 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 the First Property from the Owner in respect of obligations expressed herein to relate to the First Property and against any person deriving title to the Second Property from the Owner in respect of obligations expressed herein to relate to the Second Property.
- 3.1. This Agreement is entered into pursuant to Section 106 of the Act and each of the obligations created by this Agreement constitutes a planning obligation for the purposes of the said Section 106.
- 3.2. The covenants contained in clauses 6,7,8,10,12 and 15.1 are entered into by the Owner as owner of the First Property and shall be deemed to be binding on the First Property to the exclusion of the Second Property and shall be binding on the Owner and upon persons deriving title to the First Property only in respect of ownership of the First Property

- 3.3. The covenants contained in clauses 8 11,13 and 15.2 are entered into by the Owner as owner of the Second Property and shall be deemed to be binding on the Second Property to the exclusion of the First Property and shall be binding on the Owner and upon persons deriving title to the Second Property from the Owner only in respect of ownership of the Second Property
- 3.4. No person being an owner of the whole of the First Property shall be liable for a breach of the obligations covenants or undertakings herein contained insofar as the same relate to the First Property which occurs after such person shall have parted with the whole of his interest in the First Property but without prejudice to liability for any subsisting breach prior to parting with such interest and no person being an owner of the whole of the Second Property shall be liable for a breach of the obligations covenants or undertakings herein contained insofar as the same relate to the Second Property which occurs after such person shall have parted with the whole of his interest in the Second Property but without prejudice to liability for any subsisting breach prior to parting with such interest.
- 3.5. It is hereby agreed between the parties that (save for the provisions of clauses 1 to 5, 6.1, 16 and 17 below and such parts of Clauses 10 and 11 which relate to obligations to be carried out prior to the Implementation Date all of which shall come into effect on the date hereof) covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date ALWAYS PROVIDED that such covenants undertakings and obligations shall only relate to the Owner's ownership of that part of the Site to which they are expressed to relate.
4. The Council hereby agrees to grant the Planning Permissions on the date hereof
5. If either of the Planning Permissions is quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure or expires before it has been implemented this Agreement shall cease to have effect in relation thereto.
6. THE CANAL INFORMATION CENTRE
- 6.1. Within 6 months of the date of the Agreement the Owner shall prepare the Information Centre Specification and deliver a copy thereof to the Council for the Council's approval.

- 6.2. Forthwith upon the Information Centre Specification being approved pursuant to sub-clause (1) hereof the Owner shall apply for all Consents necessary for the carrying out of works of construction and refurbishment and for the fitting out and equipping of the Lock Keeper's Cottage to provide the Canal Information Centre and to use all reasonable endeavours to obtain such Consents.
- 6.3. The Owner shall commence work to provide the Canal Information Centre and thereafter proceed diligently with the same and complete the Canal Information Centre in a good and workmanlike manner using good quality and sound materials in strict accordance with the approved version of the Information Centre Specification the terms of the Consents and all statutory requirements and the requirements of all competent authorities and to the Council's reasonable satisfaction (as demonstrated by written notice to that effect signed by the Council).
- 6.4. The Owner covenants that the Council shall have the right for itself and its employees and agents at all reasonable times and upon reasonable notice to the Owner to view the state and progress of the provision of the Canal Information Centre provided that the Council shall use its best endeavours to ensure that no material interference is caused to the progress of the provision of the Canal information Centre by the exercise of this right;
- 6.5. a) In the event of the Owner not completing the Canal Information Centre substantially in accordance with the terms of the Information Centre (save to the extent that any variations may have been approved by the Council) the Council may serve notice on the Owner ("the Notice") requiring that the Owner completes such part of the Information Centre Specification as shall be outstanding and such notice shall give the Owner a reasonable period of time to carry out the same.
- b) In the event that the Owner shall consider that the contents of the Notice are incorrect and/or unreasonable the Owner shall be entitled to serve a counternotice ("the Counternotice") on the Council to that effect and in the event of a Counternotice being served the question of whether the Notice was reasonable shall be referred to in an independent Chartered Surveyor ("the Surveyor") to be agreed upon between the parties or to be appointed by the president or secretary for the time being of the Royal Institution of Chartered Surveyors who shall decide as an expert and not as an arbitrator whether such notice served by the Council was reasonable. The fees of the Surveyor shall be paid by the Owner and his decision shall be final and binding.

- c) In the event that the Surveyor shall consider that the Notice was not reasonably served the Council shall withdraw the same. In the event that the Surveyor shall consider that Notice was reasonably served or in the event of the Owner not having served a Counternotice the provisions of the following sub-clause shall apply.
- d) In the event of the Owner failing to comply with the terms of the Notice within the period specified in the Notice (together with any extended period that the Surveyor may deem reasonable) the Council or any persons authorised by the Council after giving reasonable notice to the Owner but without prejudice to all other rights under this Agreement shall be entitled but not obliged to enter upon the Lock Keepers Cottage to execute any works specified in the Notice such works to be carried out in a good and workmanlike manner and the proper costs of such works shall be recoverable as a debt due to the Council from the Owner payable on demand and the Owner shall not prevent or obstruct the Council from exercising its rights under this clause.

6.6. The Owner covenants with the Council that it shall not occupy the B1 Element or allow the B1 Element to be occupied until such time as

- (i) the Canal Information Centre has been completed in accordance with the provisions of clause
- (ii) the Canal Information Centre has opened for operation in accordance with the terms of the version of the Information Centre Management Plan approved by the Council.

6.7. Upon the Canal Information Centre opening for operation the Owner shall ensure that the Canal Information Centre shall thenceforth be retained in operation permanently and managed in strict accordance with the version of the Information Centre Management Plan approved by the Council (unless otherwise agreed in writing between the parties).

7. PROVISION OF THE LANDSCAPING SCHEME

7.1. The Owner hereby covenants at its own cost and expense with the Council to provide the Landscaping Scheme in strict accordance with the requirements of Schedule One hereof and complete the Landscaping Scheme prior to the later of the following two dates namely (i) the date of completion of the First Development and (ii) the date of completion of the Second Development.

7.2. The Owner covenants that on completion of the Landscaping Scheme in accordance with the requirements of this Agreement to ensure thereafter that the Landscaping Scheme (including the Pedestrian Access Route) is managed and maintained in strict accordance with the requirements of Schedule Two hereof.

8. THE CONTRIBUTIONS

The Owner covenants with the Council that on or prior to the Implementation Date it shall pay to the Council:-

- (i) The Canal Improvements Contribution
- (ii) The Camden Town Centre Contribution
- (iii) The Recycling Facility Contribution
- (iv) The Public Transport Contribution
- (v) The Traffic Management Orders Contribution

9. THE TRAINING/EMPLOYMENT SCHEME

The Owner shall use all reasonable endeavours to assist the Council in the promotion of New Deal and any other of its training programmes to provide training opportunities for residents of the London Borough of Camden to gain knowledge experience expertise and qualifications and employment at all levels of the commercial retail hotel and leisure sectors in all of its promotional literature in relation to the site and shall also use all reasonable endeavours to include a clause in tenancy agreements requiring tenants and occupiers of the site to use all reasonable endeavours to do likewise by where possible registering vacant positions with the local employment service and advertising them in the local press in order to enable local residents to access jobs with them either through New Deal or directly.

10. OBLIGATIONS DURING THE CONSTRUCTION PHASE IN CONNECTION WITH THE FIRST DEVELOPMENT

THE OWNER hereby covenants with the Council in relation to the First Development:-

10.1. Within three months of the Date of this agreement or three months prior to the commencement of the Construction Phase (whichever is earlier) the Owner shall submit the Method Statement to the Council (this to be approved by the Council and the Council shall use reasonable endeavours to approve the Method Statement prior to the commencement of the Construction Phase).

10.2. That from the commencement of the Construction Phase

- (a) The Owner shall at its own expense establish the Working Group and thereafter manage the Working Group in such a way as to minimise disruption and damage to amenity to local residents and the local community arising from the carrying out of the First Development.
- (b) The Owner shall invite the following to become members of the Working Group;
 - i) up to two representatives of the Resident's Association
 - ii) two representatives of the Council's Environment Department (including one Environmental Health officer)
 - iii) a representative of the Camden Town Community Forum
 - iv) any other person or body nominated by the Council who has a legitimate interest in the management of the Construction Phase.
- (c) The Owner shall at its own expense procure that its project manager for the First Development (and any other appropriate professional representatives of the Owner that the parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group.
- (d) The Owner shall provide suitable facilities for the meetings of the Working Group and shall use all reasonable endeavours to ensure that meetings of the Working Group shall take place at least once every month or at shorter intervals should the Council reasonably require this.
- (e) The Owner shall give seven days written notice of each meeting of the Working Group to all members of the Working Group.
- (f) The Owner shall ensure at its own expense that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner to all members of the Working Group within seven days of each meeting)

- (g) Any member of the Working Group shall be entitled by giving written notice of not less than fourteen days to the other members of the Working Group (except in an emergency in which case notice of 48 hours shall suffice) to call an additional meeting of the Working Group for the purpose of discussing any matter specified in the notice which it considers that the Working Group ought to discuss before the next meeting which would be due in accordance with sub-clause () above.
- (h) Each member of the Working Group shall have one vote on any motion proposed and in the event of the majority of members of the Working Group voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase for the purposes of relieving damage to amenity, the Owner shall (unless adopting such recommendation would entail unreasonable expense or delay) use reasonable endeavours to give effect to implementing such recommendation and in the event of the recommendation not being adopted by the Owner the Owner shall provide the Working Group with written reasons as to why this is the case.
- (i) The Owner shall provide at its own expense a 24 hour telephone complaints service that shall be available to local residents between the hours of 8:00am and 8:00pm (and thereafter for the remainder of the twenty four hour period to a nominated representative of the Residents Association) and the Owner shall use all reasonable endeavours to deal with such complaints and to expeditiously take any steps contingent on such complaints (and shall give the Council written information on a weekly basis about any such complaints received and action taken in respect of them).

- 10.3. The Owner shall ensure that the Construction Phase shall be undertaken and managed to the Council's reasonable satisfaction in strict accordance with the version of the Method Statement approved by the Council and with the Council's Considerate Contractor Manual and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

11. OBLIGATIONS DURING THE CONSTRUCTION PHASE IN CONNECTION WITH THE SECOND DEVELOPMENT

THE OWNER hereby covenants with the Council in relation to the Second Development:-

11.1. Within three months of the Date of this agreement or three months prior to the commencement of the Construction Phase (whichever is earlier) the Owner shall submit the Method Statement to the Council (this to be approved by the Council and the Council shall use reasonable endeavours to approve the Method Statement prior to the commencement of the Construction Phase).

11.2. That from the commencement of the Construction Phase

- (a) The Owner shall at its own expense establish the Working Group and thereafter manage the Working Group in such a way as to minimise disruption and damage to amenity to local residents and the local community arising from the carrying out of the Second Development.
- (b) The Owner shall invite the following to become members of the Working Group;
 - i) up to two representatives of the Resident's Association
 - ii) two representatives of the Council's Environment Department (including one Environmental Health officer)
 - iii) a representative of the Camden Town Community Forum
 - iv) any other person or body nominated by the Council who has a legitimate interest in the management of the Construction Phase.
- (c) The Owner shall at its own expense procure that its project manager for the Second Development (and any other appropriate professional representatives of the Owner that the parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group.
- (d) The Owner shall provide suitable facilities for the meetings of the Working Group and shall use all reasonable endeavours to ensure that meetings of the Working Group shall take place at least once every month or at shorter intervals should the Council reasonably require this.
- (e) The Owner shall give seven days written notice of each meeting of the Working Group to all members of the Working Group.

- (f) The Owner shall ensure at its own expense that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner to all members of the Working Group within seven days of each meeting)
- (g) Any member of the Working Group shall be entitled by giving written notice of not less than fourteen days to the other members of the Working Group (except in an emergency in which case notice of 48 hours shall suffice) to call an additional meeting of the Working Group for the purpose of discussing any matter specified in the notice which it considers that the Working Group ought to discuss before the next meeting which would be due in accordance with sub-clause () above.
- (h) Each member of the Working Group shall have one vote on any motion proposed and in the event of the majority of members of the Working Group voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase for the purposes of relieving damage to amenity, the Owner shall (unless adopting such recommendation would entail unreasonable expense or delay) use reasonable endeavours to give effect to implementing such recommendation and in the event of the recommendation not being adopted by the Owner the Owner shall provide the Working Group with written reasons as to why this is the case.
- (i) The Owner shall provide at its own expense a 24 hour telephone complaints service that shall be available to local residents between the hours of 8:00am and 8:00pm (and thereafter for the remainder of the twenty four hour period to a nominated representative of the Residents Association) and the Owner shall use all reasonable endeavours to deal with such complaints and to expeditiously take any steps contingent on such complaints (and shall give the Council written information on a weekly basis about any such complaints received and action taken in respect of them).

11.3. The Owner shall ensure that the Construction Phase shall be undertaken and managed to the Council's reasonable satisfaction in strict accordance with the version of the Method Statement approved by the Council and with the Council's Considerate Contractor Manual and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

12. PROVISION OF THE PUBLIC ART

- 12.1. The Owner shall ensure that the Public Art shall be incorporated in the Development prior to the occupation of the B1 Element.
- 12.2. The design and siting of the Public Art shall be in accordance with the recommendations of the Public Art Group.
- 12.3. The Owner shall establish the Public Art Group and ensure that it meets at regular intervals and the costs of establishing and managing the Public Art Group and any design and publicity costs not exceeding £1500 (one thousand five hundred pounds) shall be borne by the Owner.
- 12.4. The Owner shall;
- (i) pay all reasonable design costs associated with the creation of the Public Art.
 - (ii) pay any artist's reasonable preparatory costs incurred in creating the Public Art (this sum to be a maximum of £3,000 (three thousand pounds))
 - (iii) pay the full costs of erecting the Public Art (this sum to be a maximum of £25,000 (twenty five thousand pounds))
- 12.5. The Owner shall ensure (at its own expense) that the process leading up to the creation of the Public Art shall be documented to the Council's reasonable satisfaction, such documentation to be subsequently kept permanently on display in the Canal Information Centre or at such other appropriate display centres as the Council may nominate.
- 12.6. Without prejudice to clause hereof, notwithstanding the provisions of this clause 12 the Owner shall not be required to pay in excess of £30,000 in complying with the obligations contained in such clause.

13. THE HOTEL TRAFFIC MANAGEMENT PLAN

Prior to the implementation of the Second Development the Owner shall submit the Hotel Traffic Management Plan to the Council for approval and on completion of the Second Development the Owner shall manage the Second Development in strict accordance with the terms of the version of the Hotel Management Traffic Plan approved by the Council.

14. THE GREEN TRAVEL PLAN

- 14.1. Prior to the date of Implementation of the First Development the Owner shall submit a Green Travel Plan for the First Development to the Council for approval and in drawing up such plan the Owner shall use all reasonable endeavours to ensure that such plan shall incorporate provisions addressing the elements set out in the Third Schedule hereto.
- 14.2. Prior to the date of Implementation of the Second Development the Owner shall submit a Green Travel Plan for the Second Development to the Council for approval and in drawing up such plan the Owner shall use all reasonable endeavours to ensure that such plan shall incorporate provisions addressing the elements set out in the Third Schedule hereto.
- 14.3. After the date when any part of the First Development is occupied the Owner shall use all reasonable endeavours to ensure that the First Development is managed in accordance with the terms of the version of the Green Travel Plan approved by the Council in respect of the First Development.
- 14.4. After the date when any part of the Second Development is occupied the Owner shall use all reasonable endeavours to ensure that the Second Development is managed in accordance with the terms of the version of the Green Travel Plan approved by the Council in respect of the Second Development.

15. COMPLETION OF THE DEVELOPMENT WITHIN A SPECIFIED PERIOD

- 15.1. The Owner covenants that it shall complete the implementation the First Development in strict accordance with the terms and conditions of the First Permission and the Consents within 7 years of the date of this Agreement.
- 15.2. The Owner covenants that it shall complete the implementation of the Second Development in strict accordance with the terms and conditions of the Second Permission and within 7 years of the date of this Agreement.

16. NOTICE TO THE COUNCIL/OTHER MATTERS

- 16.1. The Owner shall give written notice to the Council on or prior to the commencement of the Construction Phase specifying that the Construction Phase has commenced or is about to commence.
- 16.2. The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that implementation of the Development has taken or is about to take place.

- 16.3. The Owner shall give written notice to the Council on or prior to the date of the implementation of the First Development specifying that implementation of the First Development has taken or is about to take place.
- 16.4. The Owner shall give written notice to the Council on or prior to the date of the implementation of the Second Development specifying that implementation of the Second Development has taken or is about to take place.
- 16.5. The Owner shall give written notice to the Council on or prior to the Occupation Date specifying that occupation of the Development has taken or is about to take place.
- 16.6. The Owner shall give written notice to the Council on or prior to the date any part of the B1 Element is occupied for any purpose specifying that occupation of the B1 Element has taken or is about to take place.
- 16.7. The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and that it shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein.
17. **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that:-
 - 17.1. This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any other capacity
 - 17.2. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Sites and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP and in the case of notice or approval to the Owner shall be addressed to its registered offices for the time being.

- 17.3. Payment of each of the Contributions shall be made by the Owner sending the full amount payable in the form of a Banker's Draft or Solicitors client account cheque within the time specified in this Agreement to the Council together with a letter specifically referring to the name date and parties to the Agreement and citing the clause of the Agreement to which the Contribution relates such letter and identifying which portion of the amount relates to any sum calculated to take account of inflation in accordance with the terms of this Agreement to be addressed to the Finance and Business Unit, Environment Department, Camden Town Hall, Argyle Street, London WC1H 8EQ.
- 17.4. This Agreement shall be registered as a Local Land Charge but subject to the provisions of Clause 4.2 hereof.
- 17.5. 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.
- 17.6. The Owner hereby covenants with the Council that it will within 28 days from the date hereof lodge its Land or Charge Certificates in relation to the First Property and Second Property with HM Land Registry and apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such titles to show the entry of this Agreement in the Charges Register of the title to the First Property and Second Property.
- 17.7. 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 the Owner 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.
- 17.8. Any sums referred to in this Agreement as payable or to be applied by the Owner 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 being equal to the original sum payable multiplied by a figure being a fraction of which All Items Index of Retail Prices ("the AIIRP") figure published by the Central Statistical Office at the date hereof is the denominator and the last AIIRP figure published before the date such payment or application is made less the last published AIIRP figure at the date hereof is the numerator.

- 17.9. 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.
- 17.10. Each party shall act in good faith and shall co-operate with the other to facilitate the discharge and performance of all obligations contained herein and the Owner shall use all reasonable endeavours comply with any reasonable requests of the Council to have access to any part of the Site or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 17.11. 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.
- 17.12. Insofar as different parts of the Site are owned or become owned by different persons and therefore the term "the Owner" consequently comprises more than one person the Owner covenants with the Council on behalf of any successors in title that each such person who owns an interest in the Site shall co-operate insofar as they are able with all other persons holding an interest in the Site and shall do anything reasonably necessary so as to ensure that the covenants herein expressed to be made on behalf of "the Owner" are fulfilled as expeditiously as possible.
- 17.13. Where by this Agreement any action approval consent direction authority or agreement is required to be taken, given or reached by any party hereto any such action, approval consent direction authority or agreement shall not be unreasonable or unreasonably withheld or delayed.

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

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



