

DATED 27 APRIL 2018

(1) PEARSON EDUCATION LIMITED

and

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

A G R E E M E N T
relating to land known as
Enterprise House, 190 High Holborn, London WC1V 7BH

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

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 2962

G:\case files\culture & env\planning\s106 Agreements (2017\3871/P)
CLS/COM/1800.584
s106 v1



THIS AGREEMENT is made the 27th day of April 2018

BETWEEN:

A. **PEARSON EDUCATION LIMITED** (Co. Regn. No.00872828) whose registered office is at 80 Strand London WC2R 0RL (hereinafter called "Owner") of the first part

B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL947121.

1.2 The Owner is the leasehold 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 18 August 2017 and the Council resolved to grant permission conditionally under reference number 2017/3871/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 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)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Development" change of use of the third floor of the existing building from Office (Class B1) to Educational Institution (Class D1)
- 2.4 "the Environmental and Public Realm Contribution" The sum of £10,000 (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 the event of receipt towards environmental, pedestrian, cycling and public realm improvements in the vicinity of the Property
- 2.5 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.6 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.7 "the Parties" mean the Council and the Owner
- 2.8 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 18 August 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/3871/P subject to completion of this Agreement

- 2.9 "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
- 2.10 "the Planning Permission" the full planning permission granted in respect of the Planning Application for the Development substantially in the draft form of and subject to the conditions set out in the First Schedule
- 2.11 "the Property" the land known as the third floor of Enterprise House, 190 High Holborn, London WC1V 7BH as shown edged red on the plan annexed hereto
- 2.12 "the Revised Travel Plan" the updated revised travel plan to be submitted to the Council for approval pursuant to clause 4.2 of this Agreement so as to bind the Development based on the travel plan previously submitted to and approved by the Council pursuant to the section 106 agreement dated 19 September 2016 relating to the planning permission granted pursuant to the application reference 2015/6719/P for the change of use of the first and second floors of Enterprise House, 190 High Holborn, London WC1V 7BH from office (Class B1) use to education/ training (Class D1) use
- 2.13 "the Travel Plan Monitoring Contribution" the sum of £3,122 (three thousand one hundred and twenty two 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 receipt for the review and approval of the Revised Travel Plan over a six year period from the date of first Occupation of the Development

3. **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.

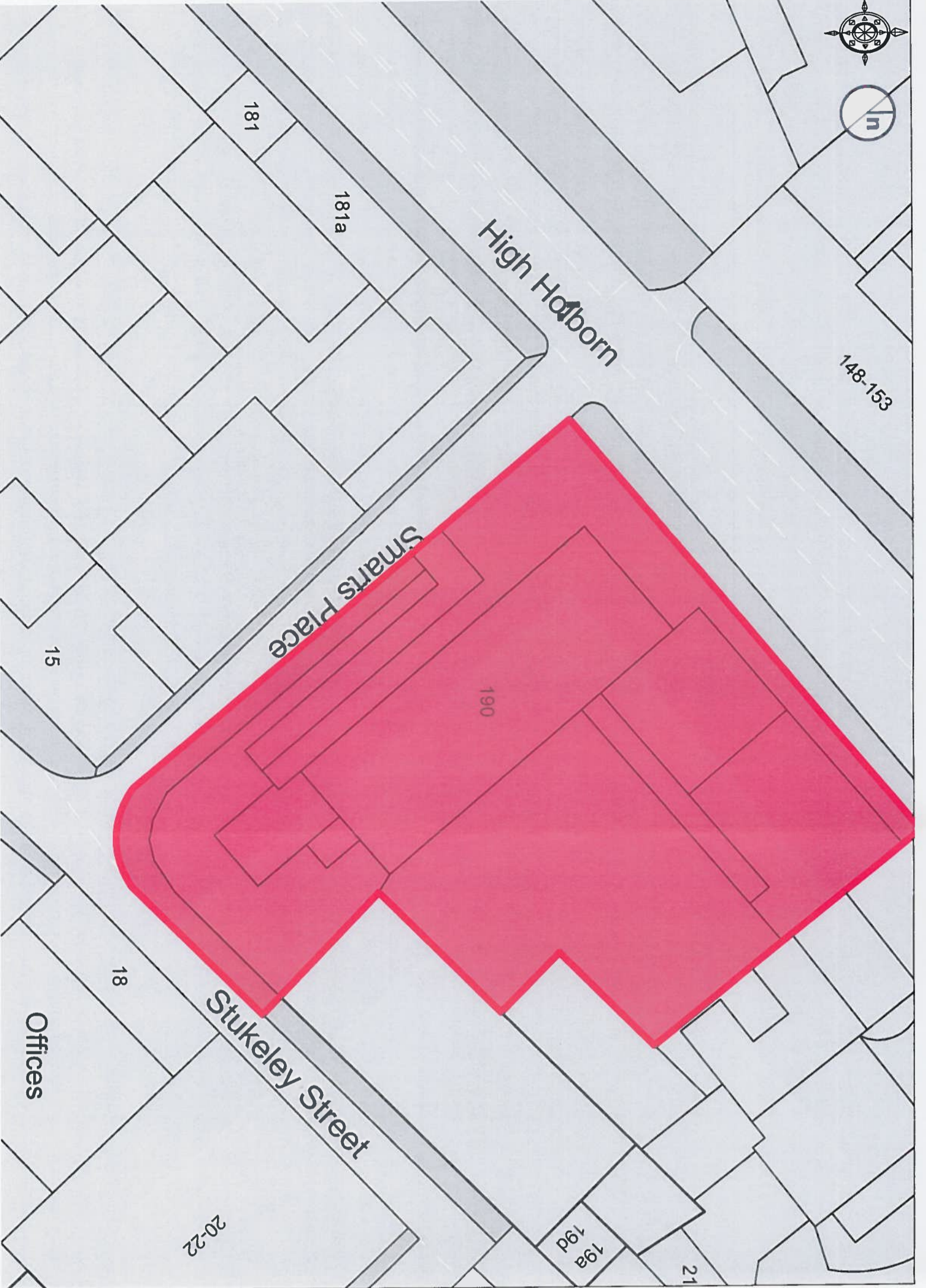
3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date and the grant of Planning Permission.

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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-



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This drawing is for illustrative purposes only and should not be used for any construction or estimation purposes. To be scaled for planning application purposes only.

No liability or responsibility is accepted arising from reliance upon the information contained within this drawing.

 Site boundary

Turley

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Client:
Pearson Management Services Ltd

Project:
Planning advice and application submission for office to education use

Drawing:
Site location plan

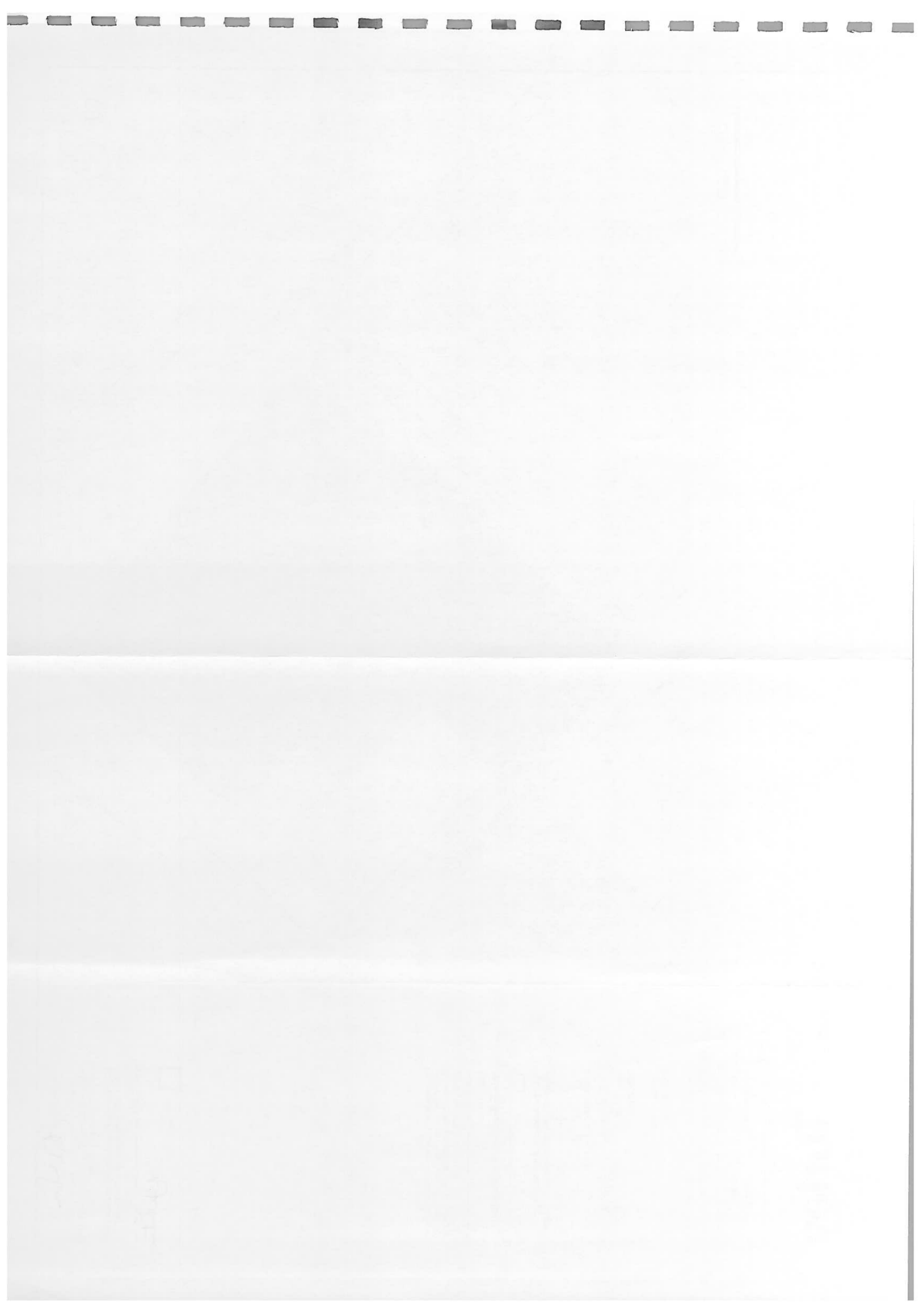
Project Number:
PEAL3001

Drawing Number:
PEAL3001_01

Revision: 00 Status: Final

Date: November 2015 Scale: 1:500 @ A4





4.1 **ENVIRONMENTAL AND PUBLIC REALM CONTRIBUTION**

4.1.1 On or prior to the Implementation Date to pay to the Council the Environmental and Public Realm Contribution in full.

4.1.2 Not to Implement or to allow Implementation of the Development until such time as the Council has received the Environmental and Public Realm Contribution in full.

4.2 **REVISED TRAVEL PLAN**

4.2.1 On or prior to the Implementation Date to:-

4.2.2 submit to the Council the Revised Travel Plan for approval; and

4.2.3 pay to the Council the Travel Plan Monitoring Contribution.

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

4.2.5 the Council has approved the Revised Travel Plan as demonstrated by written notice to that effect; and

4.2.6 the Council has received the Travel Plan Monitoring Contribution in full.

4.2.7 That after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Revised Travel 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 Revised Travel Plan.

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

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 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 2017/3871/P the date upon which the Development will be ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner agrees declares and covenants with the Council that 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 Head of Legal Services 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 2017/3871/P.

5.7 Payment of the Environmental and Public Realm Contribution pursuant to Clause 4.1 and the Travel Plan Monitoring Contribution pursuant to Clause 4.2 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 2017/3871/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 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 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.

5.10 For the avoidance of doubt, in compliance with regulations 122 and 123 of the Community Infrastructure Regulations 2010 the Council confirms that at the date of this Agreement it has not already entered into four (4) or more planning obligations for the provision of the same infrastructure project as described in the Environmental and Public Realm Contribution.

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, Placemaking 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 2017/3871/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, amounting to £1,093 and the Council's monitoring fee of £1,126.
- 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 Title Number NGL947121 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.
- 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 nor its 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.

6.9 If the Council is satisfied that all the obligations contained in the Agreement have been discharged in full then, if the Owner requests it do so, it shall cancel all entries made in the Register of Local Land Charges

6.10 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

6.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a Planning Permission granted (whether or not on appeal) after the date of this Agreement.

6.12 This Deed is governed by and interpreted in accordance with the law of England and Wales and the Parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

7. **RIGHTS OF THIRD PARTIES**

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

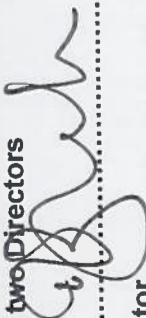
8. **COUNCIL'S OBLIGATIONS**

8.1 The Council hereby covenants with the Owner not to use the Environmental and Public Realm Contribution paid by the Owner to the Council other than for the purpose for which it was paid and any part of such contribution which has not been spent or committed for expenditure within ten years following the Occupation Date

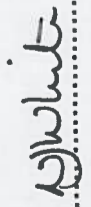
shall be refunded to the Owner following receipt of written request for the same from the Owner.

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

EXECUTED AS A DEED BY)
PEARSON EDUCATION LIMITED)
acting by a Director and its Secretary)
or by two Directors)


.....

Director


.....

Director/Secretary



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


.....

Authorised Signatory

THE FIRST SCHEDULE
DRAFT PLANNING PERMISSION



Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Tel 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Turley
The Charlotte Building
17 Gresse Street
London
W1T 1QL

Application Ref: 2017/3871/P

DRAFT

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

Dear Sir/Madam

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Enterprise House
190 High Holborn
LONDON
WC1V 7BH

Proposal:

Change of use of the third floor of the existing building from Office (Class B1) to Educational Institution (Class D1)
Drawing Nos: Cover letter from Turley dated 6.7.17, Transport Statement from Turley dated July 2017, Energy & Sustainability Statement from Turley dated July 2017; PEAL3001_01Rev.00, 15-0XXX-2-GL_Rev.B, One90-3rdFloor (unnumbered).

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 shall be carried out in accordance with the following approved plans: Cover letter from Turley dated 6.7.17, Transport Statement from Turley dated July 2017, Energy & Sustainability Statement from Turley dated July 2017; PEAL3001_01Rev.00, 15-0XXX-2-GL_Rev.B, One90-3rdFloor (unnumbered).

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

3 This permission is personal to Pearson Education Limited and shall endure for the period of their occupation only. On Pearson Education Limited vacating 190 High Holborn, the university (Class D1) at third floor level shall revert to the lawful use for Class B1a Office purposes.

Reason: In recognition of the special circumstances of the applicant and to accord with policies A1, E1, E2 & G1 of the London Borough of Camden Local Plan 2017.

4 Notwithstanding the provisions of Class D1 of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the third floor of the premises to which this application relates shall only be used for non-residential education and training uses, and for no other purpose within Class D1.

Reason: To ensure that the future occupation of the building does not reduce its employment generating potential or adversely affect the adjoining premises or immediate area by reason of noise, traffic congestion and excessive on-street parking pressure, in accordance with policies G1, A1, A4, E1, E2, C2, C3 & T1 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 search for 'environmental health' on the Camden website 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 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

4 Reason for granting permission

The first and second floors of Enterprise House have previously had a change of use from B1 (office) to D1 (education), granted by planning permission Ref: 2015/6719/P dated 19/09/2016 for an identical purpose and applicant as that proposed here.

As no external alterations are proposed, there will be no impact on the character or appearance of the setting of the Bloomsbury Conservation Area or nearby Listed former Holborn Town Hall and Library.

Whilst the loss of B1 office floorspace is generally discouraged, the proposal is similar to the previously approved scheme for change of use of the lower floors. Policies within the new Local Plan 2017 on expansion of education uses and loss of office have not materially changed from those in the previous LDF under which the previous permission was assessed. The scheme thus remains on balance in compliance with Policies E1, E2, C2 and C3 of the new Local Plan and is therefore deemed to be acceptable.

The change from B1 to D1 would represent just under 30% of the building floorspace (cumulatively including that previously approved on 1st and 2nd floors under ref: 2015/6719/P dated 19/09/2016); it would not result in the loss of existing jobs, and would generate employment, comparing favourably with the average education density set by the HCA.

The proposed use will be identical to that previously permitted on lower floors and the same circumstances apply here in considering its acceptability- this includes proposed ties between the university and offices offering internships etc, ongoing occupation by Pearson, retention of employment, and ability to easily revert the floors back to B1 offices. Given the unusual circumstances of this application, a personal permission condition would be required in this instance, with the use reverting to B1 should Pearson vacate the premises.

The current overall mixed use of the building (for B1 and D1) would remain, and whilst the intensity would increase, the core hours would not vary. No residential neighbours exist on High Holborn (where the main entrance to the building exists), and no external alterations are proposed; as such it is considered that the proposal would not result in undue harm to the amenities of surrounding occupiers.

Insufficient space for cycle storage is available on site, so a financial contribution of

£10,000 towards pedestrian, cycling, environmental, and public realm improvements in the vicinity of the site shall be secured via S106 legal agreement. A Workplace Travel Plan is also required for the application, secured by a S106, as with the previous approval (Ref: 2015/6719/P dated 19/09/2016). As the development does not propose any alteration to the existing delivery/servicing arrangements and does not involve any further significantly greater construction works beyond that already approved, a Construction Management Plan and Servicing Management Plan are not required in this instance.

One comment has been received prior to making this decision. This and the planning history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, A4, E1, E2, C2, C3, G1 & T1 of the London Borough of Camden Local Plan 2017. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework 2012.

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

DECISION





