

DATED

27 JUNE

2018

(1) LONDON SCHOOL OF HYGIENE & TROPICAL MEDICINE

and

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

DEED OF VARIATION

varying the Agreement entered into on 27 January 2017
under section 106 of the Town and Country Planning Act 1990 (as amended)
relating to land known as
15-17 Tavistock Place, London WC1H 9SY

Andrew Maughan
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CLS/COM/LMM/1685.

THIS AGREEMENT is made the 27th day of June 2018

BETWEEN:

- I. **LONDON SCHOOL OF HYGIENE & TROPICAL MEDICINE** of Keppel Street, London WC1E 7HT (hereinafter called "the Owner") of the first part
- II. **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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL731398.
- 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 The Owner and the Council entered into the Original Agreement (as defined at clause 2.2 of this Agreement) pursuant to section 106 of the Act in relation to the Original Permission (as defined at clause 2.2 of this Agreement).
- 1.4 The Variation Application was submitted to the Council and validated on 31 October 2017 and the Council resolved to grant permission conditionally under reference number 2017/5914/P subject to conclusion of this legal Agreement.
- 1.5 The Council is the local planning authority for the purposes of the Act 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 Without prejudice to the terms of the other covenants contained in the Original Agreement the Parties have agreed to vary the terms of the Original Agreement as provided in this Agreement.

2. INTERPRETATION

- 2.1 All words and phrases defined in the Original Agreement shall have the same meaning in this Agreement save where otherwise provided or where the context otherwise dictates and for the avoidance of any doubt the Original Agreement shall remain in full force and effect save as varied by this Agreement.
- 2.2 In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-
 - a. "Agreement" this Deed of Variation
 - b. "Original Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated

27 January 2017 entered into between the Parties in relation to the Original Permission

- c. "Original Application" the application submitted in respect of the Original Development under reference number 2015/3406/P
- d. "Original Permission" the planning permission granted for the Original Development pursuant to the Original Application
- e. "Original Development" the development of the Property pursuant to the Original Permission
- f. "Parties" means the Council and the Owner and Party means any one of them
- g. "Property" the land known as 15-17 Tavistock Place London WC1H 9SH the same as shown edged red on the plan annexed hereto
- h. "Variation Application" the application pursuant to section 73 of the Act submitted by the Owner to the Council to vary condition 2 of the Original Permission to which the Council has allocated reference number 2017/5914/P
- i. "Variation Permission" the planning permission granted pursuant to the Variation Application in the form attached to this Agreement

2.3 This Agreement is supplemental to the Original Agreement and is a planning obligation for the purposes of Section 106 of the Act and is acknowledged by the parties that the obligations contained within it are binding on the Property and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

2.4 The land bound by the obligations in this Agreement is the Property.

2.5 For the avoidance of doubt nothing in this Agreement is intended to have the effect of duplicating or double counting any of the obligations in the Original Agreement and to the extent that any obligations in the Original Agreement have been complied with and/or discharged as at the date hereof those obligations shall remain complied with and/or discharged

2.6 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

2.7 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

- 2.8 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.9 The Council hereby agrees to grant the Variation Permission on the date hereof.
- 2.10 The Parties save where the context states otherwise shall include their successors in title and in the case of the Council any successor to its statutory functions.
- 2.11 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Party in default of such breach and allowing a reasonable period of time for the defaulting Party to either remedy the breach or invoke the dispute provisions in clause 6 of the Original Agreement.

3. VARIATION OF THE ORIGINAL AGREEMENT

Upon the grant of the Variation Permission the Original Agreement shall be varied as follows:

- 3.1 The provisions in clauses 2.3, 2.12, 4.5 (Detailed Basement Construction Plan), the Third Schedule (The Burland Category of Damage) and the Fifth Schedule (Detailed Basement Construction Plan – Requirements) of the Original Agreement shall be deleted and each of those clauses and schedules shall be left blank.

- 3.2 Clause 2.13 in the Original Agreement shall be deleted and replaced with following new clause 2.13:

“the Development” means the development as authorised by the Planning Permission

- 3.3 Clause 2.15 in the Original Agreement shall be amended as follows by deleting paragraphs a. b. and replacing them with the following new paragraphs a. and b.:

- “a. the incorporation of the measures set out in the Energy Statement dated 17 April 2018 Rev 02 and the Sustainability Statement dated 7 March 2018 Rev 02 and submitted as part of the Planning Applications;
- b. further details 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 37.8% reduction beyond the Part L 2013 baseline and a 11.2% reduction through renewable energy;”

- 3.4 Clause 2.24 in the Original Agreement shall be deleted and replaced with following new clause 2.24:

“Planning Application” the planning application in respect of the development of the Property submitted to the Council under reference number 2015/3406/P and/or the planning application in respect of the development of the Property submitted to the Council under reference number 2017/5914/P

- 3.5 Clause 2.26 in the Original Agreement shall be deleted and replaced with following new clause 2.26:

"the Planning Permission"

either planning permission reference number 2015/3406/P or planning permission reference 2017/5914/P granted for the Development pursuant to the Planning Application

- 3.6 Clause 2.29 in the Original Agreement shall be amended by deleting paragraph a. and replacing it with the following new paragraph a.:

"a. details and measures to ensure the targets set out in the Energy Statement dated 17 April 2018 Rev 02 and the Sustainability Statement dated 7 March 2018 Rev 02 and submitted as part of the Planning Applications are achieved;"

- 3.7 The following new clause 2.33 shall be inserted into the Original Agreement:

"the Service
Management Plan"

a plan setting out a package of measures to be adopted by the Owner as approved by the Council from time to time for the management of the deliveries and servicing to the Property securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitable location or locations;
- (b) details of the person(s) responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles;
- (g) measures to deal with any public safety or highway safety issues arising from deliveries;
- (h) measures taken to address servicing movements associated with the Property with a view inter alia to combining and/or reducing servicing where practicable

and minimising the demand for the same;

- (i) details of arrangements for refuse storage and servicing; and
- (j) 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"

3.8 The following new clause 4.12 shall be inserted into the Original Agreement:

"4.12 SERVICE MANAGEMENT PLAN

4.12.1 Not later than the Occupation Date to submit to the Council for approval the Service Management Plan. The Council agrees not to unreasonably withhold or delay its approval of the Service Management Plan.

4.12.2 Unless otherwise agreed in writing with the Council, not to Occupy nor permit Occupation until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.12.3 Following the Occupation Date the Owner shall Occupy the Development in substantial accordance with the Service Management Plan as approved by the Council from time to time and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied."

3.9 Clause 2.7 in the Original Agreement shall be amended by replacing the words "£63,800 (eighty two thousand five hundred pounds)" with "£34,800 (thirty four thousand eight hundred pounds)".

3.10 Clause 2.8 in the Original Agreement shall be amended by replacing the words "£18,700 (eighteen thousand seven hundred pounds)" with "£10,200 (ten thousand two hundred pounds)".

3.11 Clause 2.14(c) in the Original Agreement shall be amended by replacing the words "11 construction apprentices" with "6 construction apprentices".

3.12 Clause 4.7.3 in the Original Agreement shall be amended by replacing the words "no fewer than 11 construction apprentice placements shall be provided" with "no fewer than 6 construction apprentice placements shall be provided".

4. PAYMENT OF THE COUNCIL'S LEGAL COSTS

4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement.

5. **REGISTRATION AS LOCAL LAND CHARGE**

5.1 This Agreement shall be registered as a Local Land Charge.

6. **JOINT AND SEVERAL LIABILITY**

6.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

7. **RIGHTS OF THIRD PARTIES**

7.1 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 has executed this instrument as a Deed the day and year first before written

THE COMMON SEAL OF THE
LONDON SCHOOL OF HYGIENE
& TROPICAL MEDICINE was hereunto
affixed in the presence of

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Authorised signatory

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Authorised signatory

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

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Authorised Signatory

