

DATED 28 AUGUST 2018

(1) THE MOST NOBLE HENRIETTA JOAN DOWAGER DUCHESS OF BEDFORD and
THE RIGHT HONOURABLE SIMON ADAM BARON WOLFSON OF ASPLEY
GUISE and THE HONOURABLE NICOLE CAMPBELL and PAUL VERE LINDON

and

(2) WOBURN ESTATE COMPANY LIMITED and
BEDFORD ESTATES NOMINEES LIMITED

and

(3) ECOLE JEANNINE MANUEL UK

and

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

AGREEMENT

relating to land known as

52-53 Russell Square, London, WC1B 4HP

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

Tel: 020 7974 5826

CLS/PK/1800.513 (fourth final)

THIS AGREEMENT is made the 28th day of August 2018

B E T W E E N:

- A. **THE MOST NOBLE HENRIETTA JOAN DOWAGER DUCHESS OF BEDFORD and THE RIGHT HONOURABLE SIMON ADAM BARON WOLFSON OF ASPLEY GUISE and THE HONOURABLE NICOLE CAMPBELL and PAUL VERE LINDON** all of The Bedford Estates, 29a Montague Street, London WC1B 5BL (together hereinafter called "the Freeholder") of the first part
- B. **WOBURN ESTATE COMPANY LIMITED** (registered under company number 01608381) whose registered office is The Bedford Office, Woburn, Milton Keynes MK17 9PQ and **BEDFORD ESTATES NOMINEES LIMITED** (registered under company number 03743508) whose registered office is The Bedford Office, Woburn, Milton Keynes MK17 9PQ (together hereinafter called "the Leaseholder") of the second part
- C. **ECOLE JEANNINE MANUEL UK** (registered under company number 09014998) whose registered office is at 43-45 Bedford Square, London, WC1B 3DN (hereinafter called "the Interested Party") of third part
- D. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth 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 NGL934370.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL819899.

- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Interested Party has the option to complete an agreement for lease of the Property.
- 1.6 The Interested Party is interested in the Property for the purposes of Section 106 of the Act.
- 1.7 The Freeholder and the Leaseholder and the Interested Party shall together hereinafter be called "**the Owner**" unless otherwise herein specified.
- 1.8 The Planning Application for the development of the Property was submitted to the Council and validated on 24 April 2017 and the Council resolved to grant planning permission conditionally under reference number 2017/2285/P subject to the conclusion of this Agreement.
- 1.9 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.
- 1.10 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 "this 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 Development" change of use from office (Class B1) to non-residential institution (Class D1) as shown on drawing numbers:- AG(0)01 Rev A; 02 Rev A; 03; 04; 05; 06; 07; Design and Access Statement by Ellis Williams Architects dated April 2017 Rev 1; Loss of Office Report by Gerald Eve dated 21st March 2017; Transport Statement by Stirling Maynard dated April 2017; School Development Travel Plan v2 dated February 2017; School Development Travel Plan v2 dated June 2017; School Travel Plan Review dated 6th June 2017; Gerald Eve Letter dated 7th June 2017; Gerald Eve letter dated 25th September 2017; Energy & Sustainability Statement by Norman Bromley Partnership LLP dated April 2017; Energy & Sustainability Statement by Norman Bromley Partnership LLP dated 11th September 2017; Supplementary Statement: Sustainable Design by Ellis Williams Architects dated 28th July 2017; Energy Analysis BS1516; Supplementary Energy and Sustainability Information by Norman Bromley Partnership, Peter Joel and Associates, Ellis Williams Architects and Gerald Eve LLP dated 16 August 2017
- 2.6 "Employment and Training Contribution" the sum of £19,607.50 (nineteen thousand six hundred and seven pounds and fifty pence) to be paid by the Owner to the Council in accordance with Clause 4.2.1 of this

Agreement and to be applied by the Council in the event of receipt towards employment and training needs in the London Borough of Camden

2.7 "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 documents entitled "Energy & Sustainability Statement" by Norman Bromley Partnership LLP dated April 2017; "Energy & Sustainability Statement" by Norman Bromley Partnership LLP dated 11th September 2017; "Supplementary Statement: Sustainable Design" by Ellis Williams Architects dated 28th July 2017; "Energy Analysis BS1516"; "Supplementary Energy and Sustainability Information" by Norman Bromley Partnership, Peter Joel and Associates, Ellis Williams Architects and Gerald Eve LLP dated 16 August 2017
- (b) to achieve a 44% reduction in CO2 emissions beyond the Part L 2013 baseline;
- (c) 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 44% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (d) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;

- (e) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (f) 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:
 - (i) safeguarded space for a future heat exchanger;
 - (ii) 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;
 - (iii) the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
 - (iv) provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made;
 - (v) 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.
- (g) 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 the Council's statutory development plan;

- (h) 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 S 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
- (i) 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

2.8 "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

2.9 "the Noise Management Plan" an acoustic plan including a post-occupation review securing the incorporation of the measures in the carrying out of the Development in its fabric and in its subsequent management and occupation to be prepared by the Owner for submission to the Council (for approval by the Council) setting out measures to ensure that the Development shall incorporate appropriate noise mitigation to protect the amenity of the residents of 54 Russell Square London WC1B 4HR against noise emanating from the operation of the School to include but not be limited to the following:-

- (a) the general measures the Owner will undertake to ensure the noise produced does not affect the amenity

- in the area (in particular to neighbouring residents of 54 Russell Square London WC1B 4HR);
- (b) an outline of the appropriate type of sound insulation the Owner will incorporate into the Development
 - (c) details of the consultation of the neighbouring residents of 54 Russell Square London WC1B 4HR
 - (d) to ensure ward councillors are consulted as part of the drawing up of the Noise Management Plan
- 2.10 "Occupation Date" the date when any part of the Development is occupied for its intended use as a school and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.11 "the Parties" the Council, the Freeholder, the Leaseholder, the Second Leaseholder and the Interested Party
- 2.12 "the Planning Application" the planning application in respect of the Development of the Property submitted to the Council and validated on 24 April 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/2285/P subject to conclusion of this Agreement
- 2.13 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.14 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at Annex 1 hereto
- 2.15 "the Property" the land known as 52-53 Russell Square London WC1B 4HP the same as shown shaded grey on the plan at Annex 2 hereto

2.16 "the Student Management Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the students attending the School to include (but not be limited to) the following:-

- (a) measures to ensure the behaviour of students both on and off the Property causes minimum impact on or disruption to local residents;
- (b) to ensure a member of staff is appointed to manage the drop-off and pick-ups of students;
- (c) measures to ensure that no under 16 year old students of the School are allowed to leave the premises at lunchtime unless the student has received special permission from the School;
- (d) measures to ensure there is no anti-social behaviour in Russell Square by students at the School;
- (e) the requirement that usage of the premises outside of normal school hours will only be for exceptional purposes;
- (f) to ensure ward councillors are consulted as part of the drawing up of the Student Management Plan;
- (g) a commitment to providing at least twenty percent of any scholarships or bursaries awarded by the School are to residents of the London Borough of Camden and to provide evidence of this on a yearly basis starting from the date of this Agreement; 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

2.17 "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 “Energy & Sustainability Statement” by Norman Bromley Partnership LLP dated April 2017; “Energy & Sustainability Statement” by Norman Bromley Partnership LLP dated 11th September 2017; “Supplementary Statement: Sustainable Design” by Ellis Williams Architects dated 28th July 2017; “Energy Analysis BS1516”; “Supplementary Energy and Sustainability Information” by Norman Bromley Partnership, Peter Joel and Associates, Ellis Williams Architects and Gerald Eve LLP dated 16 August 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 Outstanding or Very Good rating and attaining at least 60% of the credits in each of Energy and Water categories and 40% of the credits in the Materials category;
- (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 the Council statutory development plan;
- (d) provide details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (e) include 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) identify 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

- 2.18 "the School" any educational facility located on the Property
- 2.19 "the School Travel Plan Monitoring Contribution" the sum £6,244 (six thousand two hundred and forty four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and any approval of the Owner's School Travel Plan over a six year period from the date of first Occupation of the Development
- 2.20 "the School Travel Plan Co-ordinator" a person appointed by the School to deliver the objectives of the Travel Plan and at all times to:
- (a) be responsible for the coordination, implementation, reporting and review of the School Travel Plan;
 - (b) secure an ongoing process of continuous improvement of sustainable modes of transport at the school
- and for the avoidance of doubt the School Travel Plan Co-ordinator may be a teacher, headteacher, PSHE co-ordinator, school governor, or school travel consultant for the School, or such other person of suitable equivalent qualification and authority.

2.21 “the School Travel Plan”

two plans setting out separate packages of measures and targets to be adopted at each of the School and the school situate at 43-45 Bedford Square, London WC1B 3DN (“43-45 Bedford Square”) to be submitted in each case for approval to the Council’s School Travel Plan officer via the TFL STARS website (<https://stars.tfl.gov.uk/About/About>) with clear targets to reduce motor vehicle use and promote the use of sustainable modes of travel to and from the School and 43-45 Bedford Square over a five year period from the month of first Occupation incorporating (but not limited to):-

- (a) the elements set out at Annex 3 hereto;
- (b) a provision to undertake a substantial initial school travel survey (“the Initial Travel Survey”) of all pupils and staff and consultation with pupils and their families, staff, and management at the Property within six months of first Occupation; (or the date of this agreement in respect of 43-45 Bedford Square and only to the extent that this has not already been carried out) and in the event of the Property already being occupied then the Initial Travel Survey will incorporate a baseline assessment survey to be undertaken and submitted to the Council prior to Implementation and a thereafter a further survey to be undertaken six months following Practical Completion of the Development;
- (c) mechanisms for monitoring targets and reviews of the School Travel Plan to be carried out annually in the same month as the Initial Travel Survey was completed;
- (d) a mechanism to ensure that the completed Travel Plan is uploaded on to the Transport for London STARS website (<https://stars.tfl.gov.uk/>) and to ensure that the annual reviews are uploaded annually thereafter;

- (e) a mechanism to ensure that the School and 43-45 Bedford Square achieve a minimum of Bronze accreditation on STARS in the first academic year following Practical Completion or Occupation (as the case may be) with a view to achieving Gold accreditation by the fifth anniversary of the Travel Plan;
- (f) participation in travel activities, such as “walk once a week”, “green transport week”, and “Bikeability training”, alongside other such travel activities and to ensure that these are uploaded on to the STARS website with supporting evidence once complete;
- (g) evidence that the STARS accreditation status and travel plan are included in each of the School’s and 43-45 Bedford Square’s and prospectuses and websites and relevant information promoting the School Travel Plan; and
- (h) measures to demonstrate a commitment to no private or private hire vehicles be used for trips to and from school by students (other than for those with accessibility needs);
- (i) to ensure ward councillors are consulted as part of the drawing up of the School Travel Plan (but only to such extent as the School Travel Plan relates to the School); and
- (j) means of ensuring the provision of information to the Council and provision of a mechanism for review and update of the School Travel Plan as required from time to time

2.22 “Working Day”

any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

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, 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 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 4.1.1 and 4.1.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

4.1.1 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.

4.1.2 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).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1.1 and 4.1.2 above will remain permanently.

4.1.4 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 4.1.1 of this Agreement.

4.2 **EMPLOYMENT AND TRAINING CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to pay to the Council the Training and Employment Contribution.

4.2.2 Not to Implement or permit Implementation until such contribution has been paid to the Council.

4.3 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

4.3.2 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.

4.3.3 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.

4.3.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Energy 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 accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.4 **NOISE MANAGEMENT PLAN**

4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Noise Management Plan.

4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Noise Management 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 Noise Management 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 accordance with the Noise Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Noise Management Plan.

4.5 **SUSTAINABILITY PLAN**

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

4.5.2 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.

4.5.3 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.

4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Sustainability Plan.

4.6 **SCHOOL TRAVEL PLAN**

4.6.1 On or prior to the Implementation Date to:-

- (i) submit to the Council via the STARS website the School Travel Plan for approval by the Council; and
- (ii) pay to the Council the School Travel Plan Monitoring Contribution

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

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

4.6.3 Following first Occupation not to Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the School Travel Plan as approved by the Council from time to time and not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the School Travel Plan PROVIDED THAT all aspects of the School Travel Plan that relate to 43-45 Bedford Square shall be excluded from this provision such that any breach of the School Travel Plan arising from or relating to 43-45 Bedford Square shall have no effect on the School or its operations.

4.7 STUDENT MANAGEMENT PLAN

4.7.1 On or prior to the Implementation Date to submit a draft Student Management Plan to the Council for approval.

4.7.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Student Management Plan.

4.7.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when it is not being used in accordance with the Student Management Plan as approved from time to time by the Council and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Student Management Plan.

4.7.4 In the event of a breach of Clause 4.7.3 hereof the Owner shall:

4.7.4.1 rectify the breach as soon as practicably possible;

4.7.4.2 inform the Council promptly (and in any case within 5 Working Days) of the Owner becoming aware of such breach;

4.7.4.3 comply promptly (and in any case within 10 Working Days) with any actions the Council may request (acting reasonably) the Owner to take in respect of the breach;

4.7.4.4 record details of any breaches and the actions taken to rectify such breaches and any measures implemented with the aim of preventing such breaches re-occurring and provide the record to the Council for its consideration as part of any review of the Student Management Plan;

4.7.5 In the event of a failure by the Owner to comply with the obligations under sub-clauses 4.7.4.1 to 4.7.4.3 hereof the Council may (at its sole discretion) notify the Owner in writing specifying the breach and the Owner shall remedy the breach to the satisfaction of the Council within the timeframe specified by the Council (acting reasonably). If the breach is not remedied within the specified timeframe the Council may require the Owner to cease Occupation of the Development until the breach is rectified to the satisfaction of the Owner.

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 2017/2285/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 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 2017/2285/P.
- 5.7 Payment of the contributions pursuant to the obligations in Clause 4 (Obligations of the Owner) 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 2017/2285/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 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 Index of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics 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 2017/2285/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 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.
- 6.9 Insofar as any part of the obligations under Clauses 2.21 and 4.6 of this Agreement relate to 43-45 Bedford Square the Freeholder and the Leaseholder shall have no liability to comply with such obligations and for the avoidance of doubt the Interested Party shall have sole responsibility for compliance with those parts of Clauses 2.21 and 4.6 insofar as such obligations arise from or relate to 43-45 Bedford Square PROVIDED THAT the effect of this provision shall not be relied upon by the Freeholder and/or the Leaseholder in respect of non-compliance with any other part(s) of Clauses 2.21 and 4.6 as therein specified.

7. **JOINT AND SEVERAL LIABILITY**

Subject to Clause 6.9 of this Agreement all Covenants made by the Owners in this Agreement are made jointly and severally and shall be enforceable as such except as herein specified.

8. MORTGAGEE EXEMPTION

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.

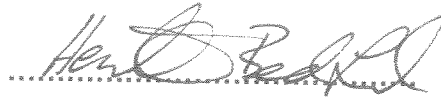
9. RIGHTS OF THIRD PARTIES

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 Freeholder, the Leaseholder and the Interested Party have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
HENRIETTA JOAN DOWAGER
DUCHESS OF BEDFORD
~~as a trustee of the Bedford Estates~~

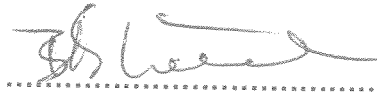
)
)
)
)


.....

in the presence of:

Witness Signature:

)


.....

Witness Name: (CAPITALS)

)

BERRA SCHRODER
.....

Address:

)

27 BEDFORD PLACE
.....

)

LONDON WC1B 5JH
.....

Occupation:

)

CO DIRECTOR
.....

EXECUTED AS A DEED BY
SIMON ADAM BARON WOLFSON
~~as a trustee of the Bedford Estates~~

)
)
)


.....

in the presence of:

Witness Signature:

)


.....


Witness Name: (CAPITALS)

)

FIONA MORRISON
.....

Address:) 139 HARROW ROAD, WEST BRIDGFORD,
) NOTTINGHAM, NG2 7BY
Occupation:) PERSONAL ASSISTANT

EXECUTED AS A DEED BY
NICOLE CAMPBELL
as a trustee of the Bedford Estates

) 
)
)

in the presence of:

Witness Signature:)

) 
)

Witness Name: (CAPITALS))

) NICHOLAS CAMPBELL
)

Address:)

) 37 PARKERS RD
)

) SHEFFIELD S10 1BN
)

Occupation:)

) PAINTER
)

EXECUTED AS A DEED BY
PAUL VERE LINDON
as a trustee of the Bedford Estates

) 
)
)

in the presence of:

Witness Signature:)

) 
)

Witness Name: (CAPITALS))

) LOUISE GILLANE
)

Address:)

) 82 MULLIN ROAD,
)

) BICOSTER, OXON, OX26 3WX
)

Occupation:)

) SECRETARY / ADMINISTRATOR
)

EXECUTED AS A DEED BY
WOUBURN ESTATE COMPANY LIMITED
acting by a Director and its Secretary
or by two Directors

Director Name: (CAPITALS))

) 
)

Director Signature:) [Signature]

Director/Secretary Name (CAPITALS)) P. V. Lincoln

Director/Secretary Signature:) P. Lincoln

EXECUTED AS A DEED BY)
BEDFORD ESTATES NOMINEES LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS)) SIMON ELMER

Director Signature:) [Signature]

Director/Secretary Name (CAPITALS)) P. V. LINCOLN

Director/Secretary Signature:) P. Lincoln

EXECUTED AS A DEED BY)
ECOLE JEANNINE MANUEL UK)
acting by a Director and its Secretary)
or by two Directors)
Director Name: (CAPITALS))

E. Zeboulon

Director Signature:) [Signature]

witness
Director/Secretary Name (CAPITALS)) [Signature]

witness
Director/Secretary Signature:) [Signature]

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

27 E Little Road Street
WC1A 2JW London

[Signature]
Authorized Signatory





Annex 1

draft planning permission

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Gerald Eve LLP
72 Welbeck Street
LONDON
W1G 0AYApplication Ref: **2017/2285/P**

10 July 2018

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:

**52-53 Russell Square
LONDON
WC1B 4HP**

Proposal:

Change of use from office (Class B1) to non-residential institution (Class D1)

DECISION

Drawing Nos: AG(0)01 Rev A; 02 Rev A; 03; 04; 05; 06; 07; Design and Access Statement by Ellis Williams Architects dated April 2017 Rev 1; Loss of Office Report by Gerald Eve dated 31st March 2017; Transport Statement by Stirling Maynard dated April 2017; School Development Travel Plan v2 dated February 2017; School Development Travel Plan v2 dated June 2017; School Travel Plan Review dated 6th June 2017; Gerald Eve Letter dated 7th June 2017; Gerald Eve letter dated 25th September 2017; Energy & Sustainability Statement by Norman Bromley Partnership LLP dated April 2017; Energy & Sustainability Statement by Norman Bromley Partnership LLP dated 11th September 2017; Supplementary Statement: Sustainable Design by Ellis Williams Architects dated 28th July 2017; Energy Analysis BS1516; Supplementary Energy and Sustainability Information by Norman Bromley Partnership, Peter Joel and Associates, Ellis Williams Architects and Gerald Eve LLP dated 16 August 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 shall be carried out in accordance with the following approved plans:
AG(0)01 Rev A; 02 Rev A; 03; 04; 05; 06; 07; Design and Access Statement by Ellis Williams Architects dated April 2017 Rev 1; Loss of Office Report by Gerald Eve dated 21st March 2017; Transport Statement by Stirling Maynard dated April 2017; School Development Travel Plan v2 dated February 2017; School Development Travel Plan v2 dated June 2017; School Travel Plan Review dated 6th June 2017; Gerald Eve Letter dated 7th June 2017; Gerald Eve letter dated 25th September 2017; Energy & Sustainability Statement by Norman Bromley Partnership LLP dated April 2017; Energy & Sustainability Statement by Norman Bromley Partnership LLP dated 11th September 2017; Supplementary Statement: Sustainable Design by Ellis Williams Architects dated 28th July 2017; Energy Analysis BS1516; Supplementary Energy and Sustainability Information by Norman Bromley Partnership, Peter Joel and Associates, Ellis Williams Architects and Gerald Eve LLP dated 16 August 2017

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

- 3 Before the use commences details of a sound insulation strategy shall be submitted to and approved by the local planning authority in writing. The use shall thereafter not be carried out other than in accordance with the approved strategy

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, D2, A1, and A4 of the London Borough of Camden Local Plan 2017.

- 4 No minibuses, coaches or similar passenger carrying vehicles (PCV) shall be used to drop off or pick up pupils from the school.

Reason: To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises in accordance with the requirements of policies A1 and T4 of the London Borough of Camden Local Plan 2017.

- 5 Before the development commences, details of secure and covered cycle storage area for 28x cycles shall be 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 any of the new units, 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 2017.

- 6 Before the development commences:
- (i) a feasibility study considering how photovoltaic panels could be attached to the roof without harming the special interest of the listed building whilst providing the requisite sustainability benefits shall be submitted to and approved by the Local Planning Authority in writing.
 - (ii) Should the study conclude photovoltaics are acceptable in principle, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall be submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities and protects the special interest of the listed building in accordance with the requirements of Policies G1, D2, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 7 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 premises shall not be used for any purposes other than a school.

Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises/immediate area by reason of noise, traffic congestion and excessive on-street parking pressure in accordance with policies G1, CC1, D1, and A1 of the London Borough of Camden Local Plan 2017.

- 8 Before the development commences, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policies CC5, A1 and A4 of the London Borough of Camden Local Plan 2017.

- 9 The number of students attending the school hereby approved shall not at any time total over 180 individuals.

Reason: To ensure that the affects on neighbouring residents and the local transport network remain within the levels assessed for the purposes of the application and in compliance with policies G1, C1 and A1 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 You are reminded that any works of alteration, internal or external, are likely to require listed building consent and planning permission.
- 4 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.

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

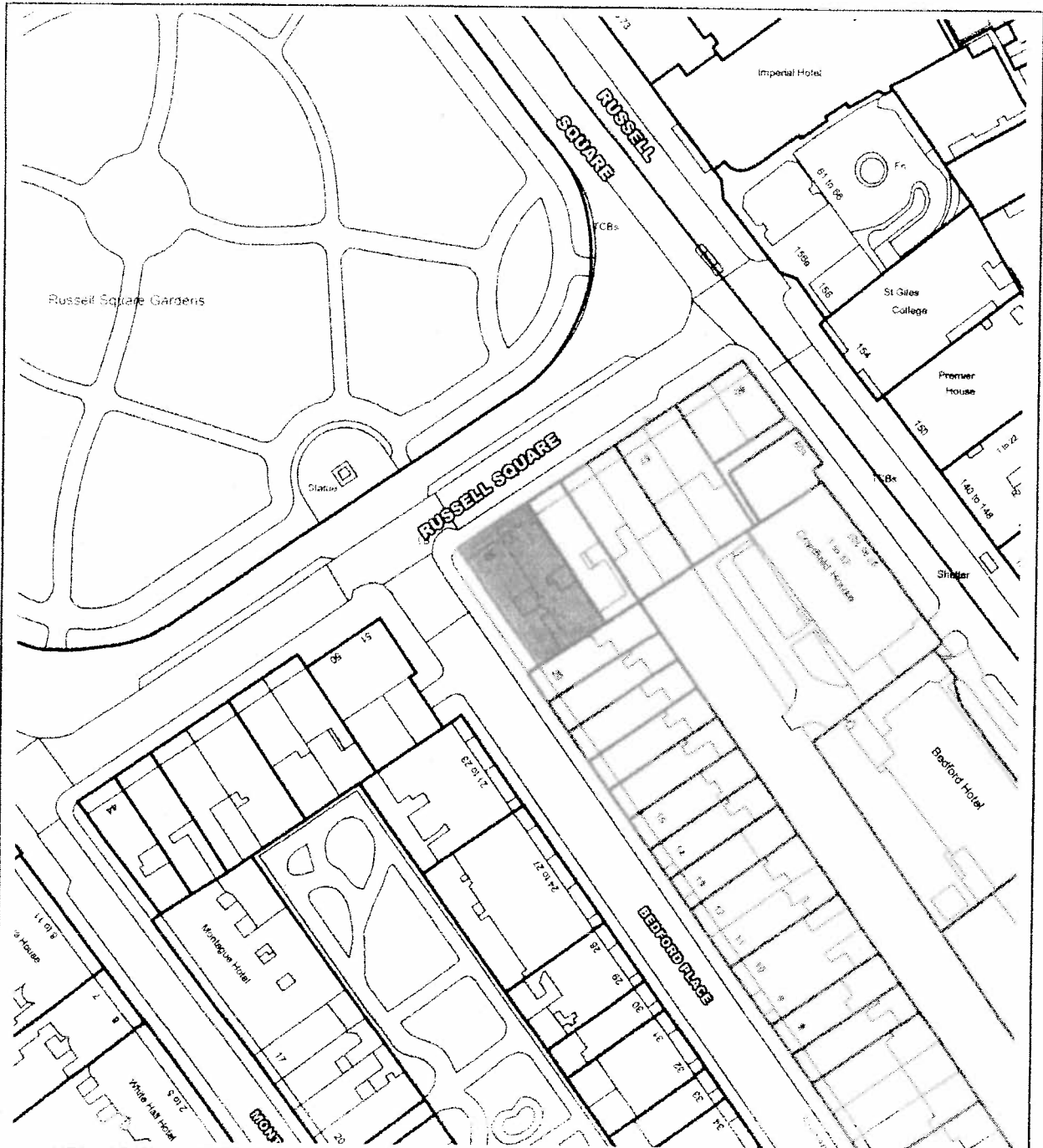
Annex 2

plan of the Property



Annex 2

plan of the property:
52-53 Russell Square, London, WC1B 4HP



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Annex 3

School Travel Plan

PART I: Components of the School Travel Plan

The School Travel Plan will be a basis for promoting sustainable travel to and from the School.

The National Planning Policy Framework states that... "*All developments which generate significant amounts of movement should be required to provide a Travel Plan.*"

For further advice on developing a School Travel Plan see the Transport for London's school travel plan website (STARS) and the Camden website:

<https://stars.tfl.gov.uk/About/About>

<https://www.camden.gov.uk/ccm/navigation/education/camden-schools/school-travel-plans/>

The School Travel Plan Co-ordinator will implement the School Travel Plan where appropriate in partnership with the Council's School Travel Plan Officer.

In drawing up the School Travel Plan the school shall ensure that provisions relating to the following matters are contained within the Plan:-

1. **Public Transport and walking**
 - a. Review the public transport needs of pupils/parents/staff and other visitors and display these on the 'school details' page of the relevant STARS page on the website.
 - b. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for staff at the school.
 - d. Encourage walking through the provision of information on the best pedestrian routes to and from the school for pupils/parents/staff and other visitors.
2. **Traffic Restraint**

The Plan must seek to reduce the volume and impact of vehicles generated by the school.
3. **On-Street Parking Controls**

The plan should aim to minimise the transport impacts of school run traffic in the surrounding area of the school including parking, loading and unloading.
4. **Parking and Travel**

A review of staff and pupils' travel should have the principal aim of reducing the amount of pupils being driven to school, and increasing the proportion of trips undertaken by bicycle, scooter (non powered) and on foot.

5. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and covered cycle parking for staff, visitors and pupils

Consideration shall also be given to providing the following:

- b. changing and showering facilities for staff;
- c. cycle and equipment loans and insurance for staff;
- d. work with the Council to improve cycle routes to/from the school;
- e. cycle training sessions for staff, parents and teachers.

6. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the school must seek to:

- a. identify the number and type of servicing vehicles required for the school;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles;
- d. conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows and must not be carried out during school opening and closing times;
- e. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles).

PART II: Review and Monitoring of the School Travel Plan

The School Travel Plan Coordinator shall ensure that the School Travel Plan contains arrangements for the review and monitoring of the School Travel Plan, and that this is carried out on an ongoing basis annually in line with Transport for London's STARS system.

The monitoring should reflect the targets set out in the first year of the School Travel Plan in accordance with the criteria set out in the definition of School Travel Plan above, with the school achieving improvement in performance to Gold level on STARS by year 5.



DATED 28 AUGUST 2018

(1) THE MOST NOBLE HENRIETTA JOAN DOWAGER DUCHESS OF BEDFORD and
THE RIGHT HONOURABLE SIMON ADAM BARON WOLFSON OF ASPLEY
GUISE and THE HONOURABLE NICOLE CAMPBELL and PAUL VERE LINDON

and

(2) WOBURN ESTATE COMPANY LIMITED and
BEDFORD ESTATES NOMINEES LIMITED

and

(3) ECOLE JEANNINE MANUEL UK

and

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

AGREEMENT

relating to land known as

52-53 Russell Square, London, WC1B 4HP

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

Tel: 020 7974 5826

CLS/PK/1800.513 (fourth final)