

PLANNING OBLIGATION REFERENCE NUMBER: []

DATED 13th August 2003

(1) UNIVERSITY COLLEGE LONDON

-and-

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

**AGREEMENT
Relating to Development at
Rockefeller Nurses' Home
Huntley Street, London WC1
pursuant to Section 106 of the Town and Country
Planning Act 1990 (as amended)
and Section 278 of the Highways Act 1980**

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

Tel:020 7974 1947
Fax:020 7974 2713

S:/plan/abr/S106/Rockefeller

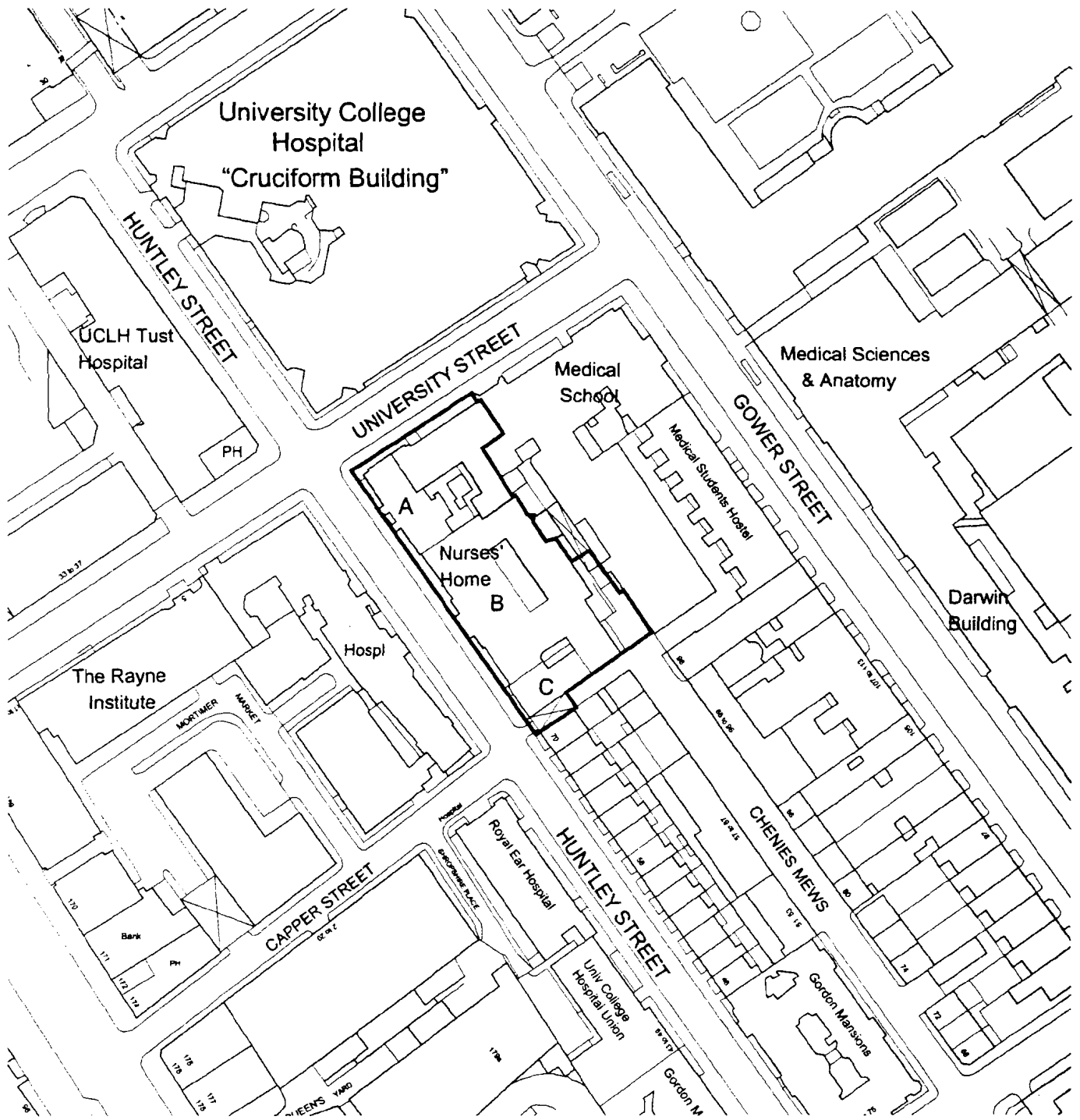
THIS AGREEMENT is made the 13th day of August 2003

B E T W E E N:

- (1) **UNIVERSITY COLLEGE LONDON** of Estates and Facilities Division, Gower Street, London WC1E 6BT (hereinafter called "the Owner") of the first part
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** (hereinafter called "the Council ") of Town Hall Judd Street, London, WC1H 9LP of the second part

WHEREAS

- (A) The Owner is registered as the Proprietor with Title Absolute at HM Land Registry under Title Numbers LN155692 and NGL691471 in respect of the Property.
- (B) A planning application ("the Application") was submitted by the Owner to the Council on 20th December 2002 in respect of the Property and registered under reference number PSX0205442.
- (C) The Listed Building Application was registered by the Council on 20th December 2002 and given reference number LSX0205443.
- (D) The Conservation Area Consent Application was registered by the Council on 20th December 2002 and given reference number CSX0205444.
- (E) An appeal under Section 78 of the Act in respect of the Application was submitted to the Planning Inspectorate on 8th April 2003 and given reference numbers APP/X5210/A/03/1110798.
- (F) An appeal under Section 20 (2) (a) of the Planning (Listed Building and Conservation Area) Act 1990 in respect of the Listed Building Application was submitted to the Planning Inspectorate and given reference number APP/X5210/E/03/1110800.
- (G) An appeal under Section 20 (2) (a) of the Planning (Listed Building and Conservation Area) Act 1990 in respect of the Conservation Area Consent was submitted to the Planning Inspectorate on 30th September 2002 and given reference number APP/X5210/E/03/1110803.



KEY

Site boundary (Planning Appeal)



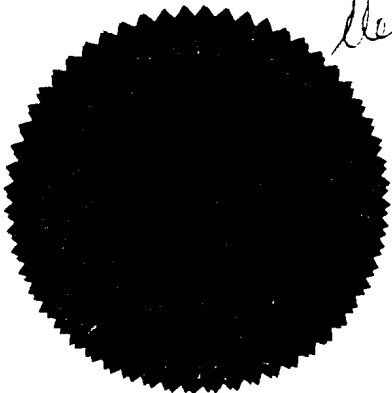
	INSTITUTE FOR CANCER STUDIES
	PLAN P1 A
PLAN 1	
Client	University College London
Date	September 2002
Scale	1:1250 @ A4
Drawn by	F.P.
City No	CL/5815/12

Based upon Ordnance Survey mapping with the permission of Her Majesty's Stationary Office. © Crown copyright reserved. Licence number AL5066AA

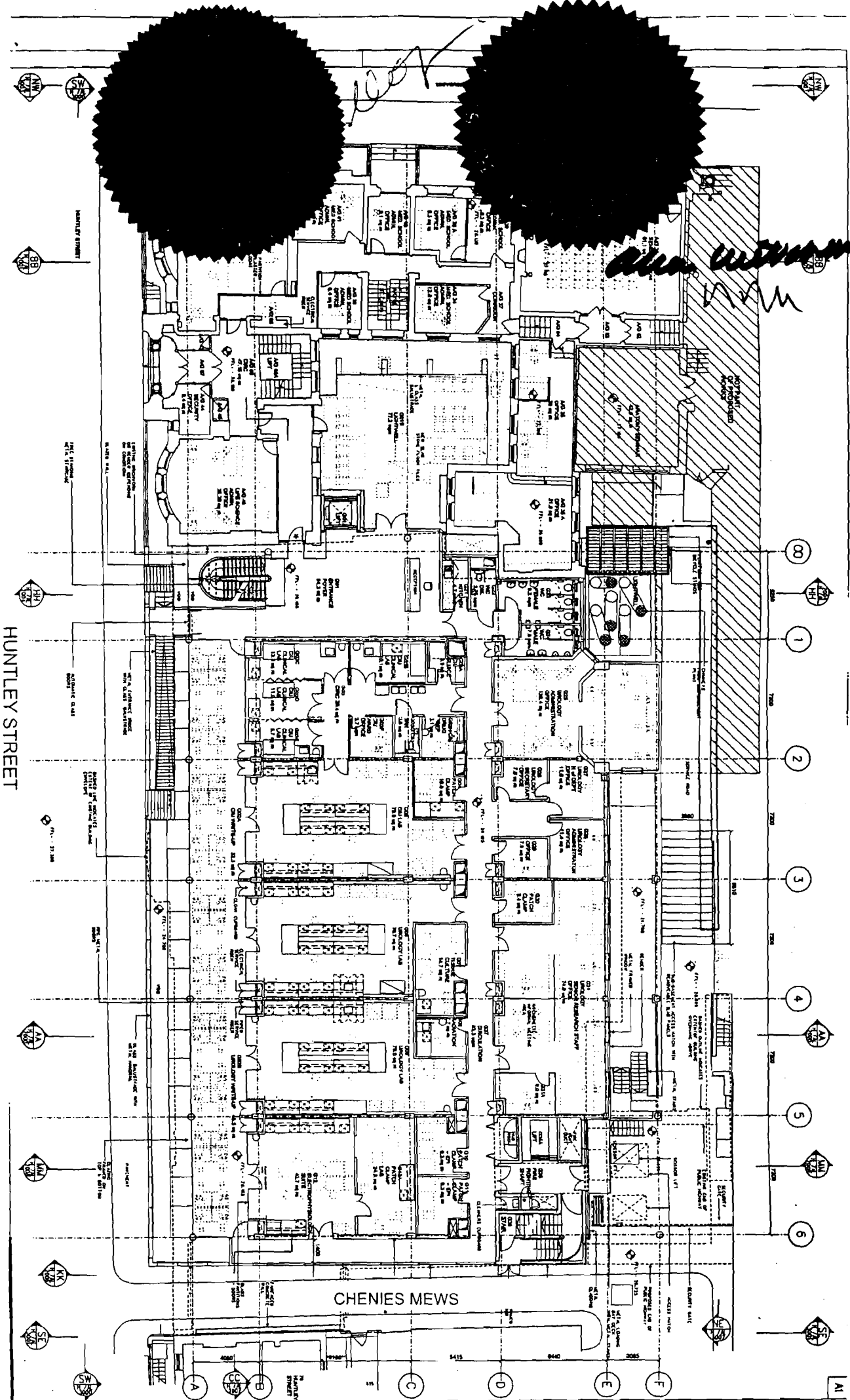
CS815-012

Alan Williams
M. H. H. H.

Alan Williams



Nathaniel Lichfield & Partners
Development Planning
Urban Design Economics



PROPOSED UCL INSTITUTE OF CANCER STUDIES, HUNTLEY STREET:
 PLANNING PERMISSION OF UCL ARCHITECTS

Stands & Oxford Rings for 22 Cycles



A3

SERVICE BAY

METAL CLAD DOORS

STONE FLAGS

DROP KERB

END OF ROAD RESURFACING

Line of existing ROADWORK WITH

PROPOSED HIGHWAY BOUNDARY

DROP KERB

3828.8

3085

END OF ROAD RESURFACING

EXISTING STONE FLAGS RETAINED

HUNTLEY STREET

CHENIES MEWS

Am
V

Rev	Date	By	Description
01	17.07.02	JT	AMENDED PLANNING/LISTED BLDG & CONS AREA ISSUE
02	12.05.03	SM	AMENDED PLANNING/LISTED BLDG & CONS AREA ISSUE
			DIMENSIONS OF ROAD AND LINE OF EXISTING PASSAGEWAY ADDED

Project Manager: **MACE**
 12 Grosvenor Street, London, W1A 3LF
 Tel: 020 7564 5000 Fax: 020 7564 5002

Structural Engineer: **BURO HAPPOLD**
 17 Grosvenor Street, London, W1A 3LF
 Tel: 020 7527 5700 Fax: 020 7527 5701

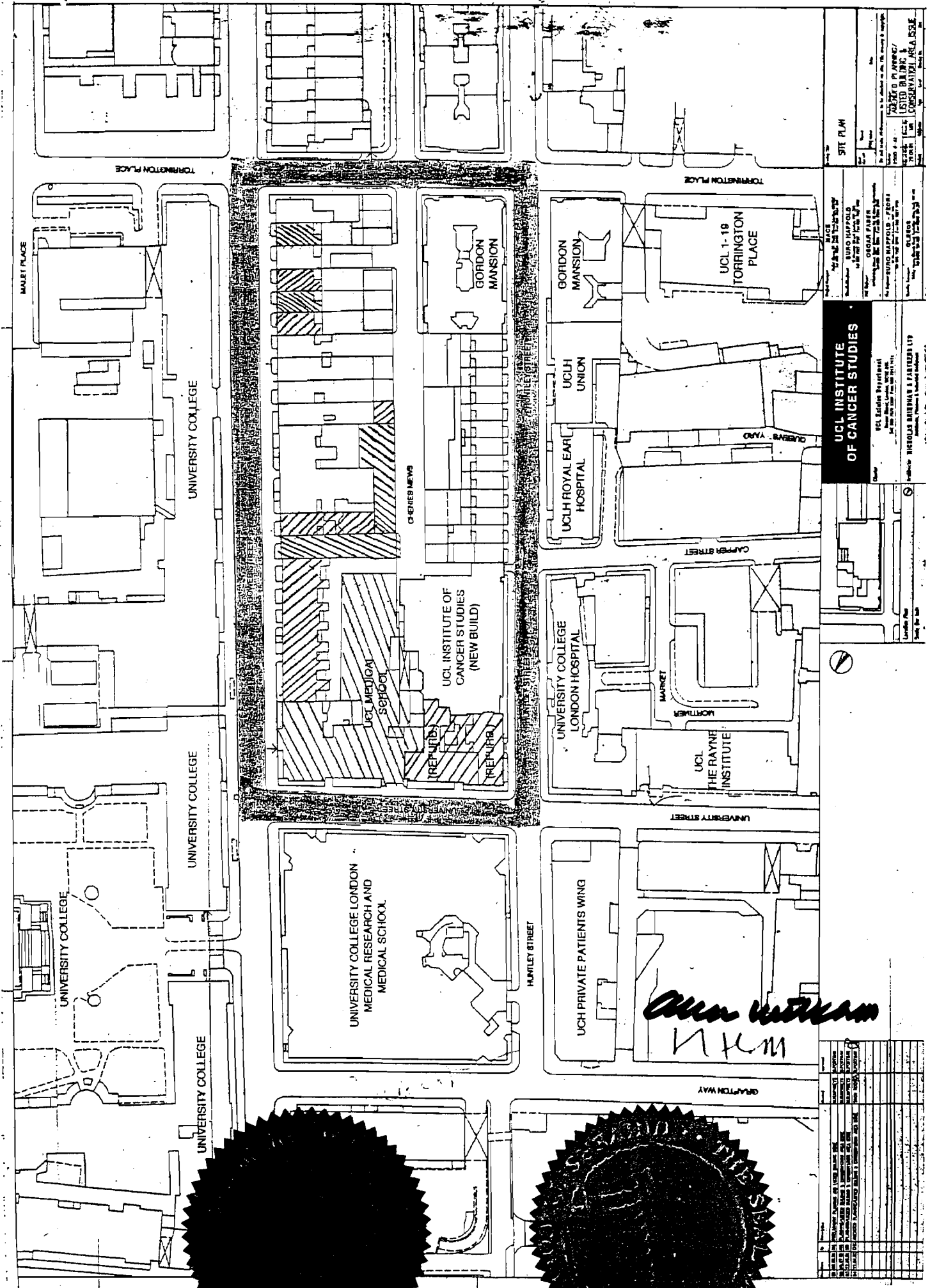
M/E Designer: **FABER MAUNSELL**
 Marlborough House, Upper Marlborough Rd, 51 Abchurch Lane, London, EC4A 3DF
 Tel: 020 7314 5700 Fax: 020 7314 5700

Fire Engineer: **BURO HAPPOLD - FEDRA**
 17 Grosvenor Street, London, W1A 3LF
 Tel: 020 7527 5700 Fax: 020 7527 5701

Quantity Surveyor: **GLEEDS**
 Tivoli House, Church Road, Tonbridge, Kent, TN11 9NE
 Tel: 01892 504 300 Fax: 01892 504 320

Planning Consultant: **NATHANIEL LICHFIELD**
 14 Regent Street, 22 Sotheby Street, London, W1A 3AB
 Tel: 020 7637 4477 Fax: 020 7637 2277

Drawing Title			
PROPOSED IMPROVEMENTS CHENIES MEWS			
Client	Project	Date	
Client Ref: F100 # A3	Project Ref: AMENDED PLANNING/ LISTED BUILDING & CONSERVATION AREA ISSUE	Date of Issue: 17.07.02	Drawn By: JT
Do not scale. All dimensions to be checked on site. This drawing is copyright.	Project	Director	Type
HST N G P S K 00 0116 02			



SITE PLAN	
DATE	10/10/01
SCALE	1:1000
PROJECT	UCL INSTITUTE OF CANCER STUDIES
CLIENT	UCL
ARCHITECT	UCL ARCHITECTURE
ENGINEER	UCL ENGINEERING
PLANNING	UCL PLANNING
LANDSCAPE	UCL LANDSCAPE
CONTRACTOR	UCL CONTRACTOR
COLLORATOR	UCL COLLORATOR
REVISIONS	

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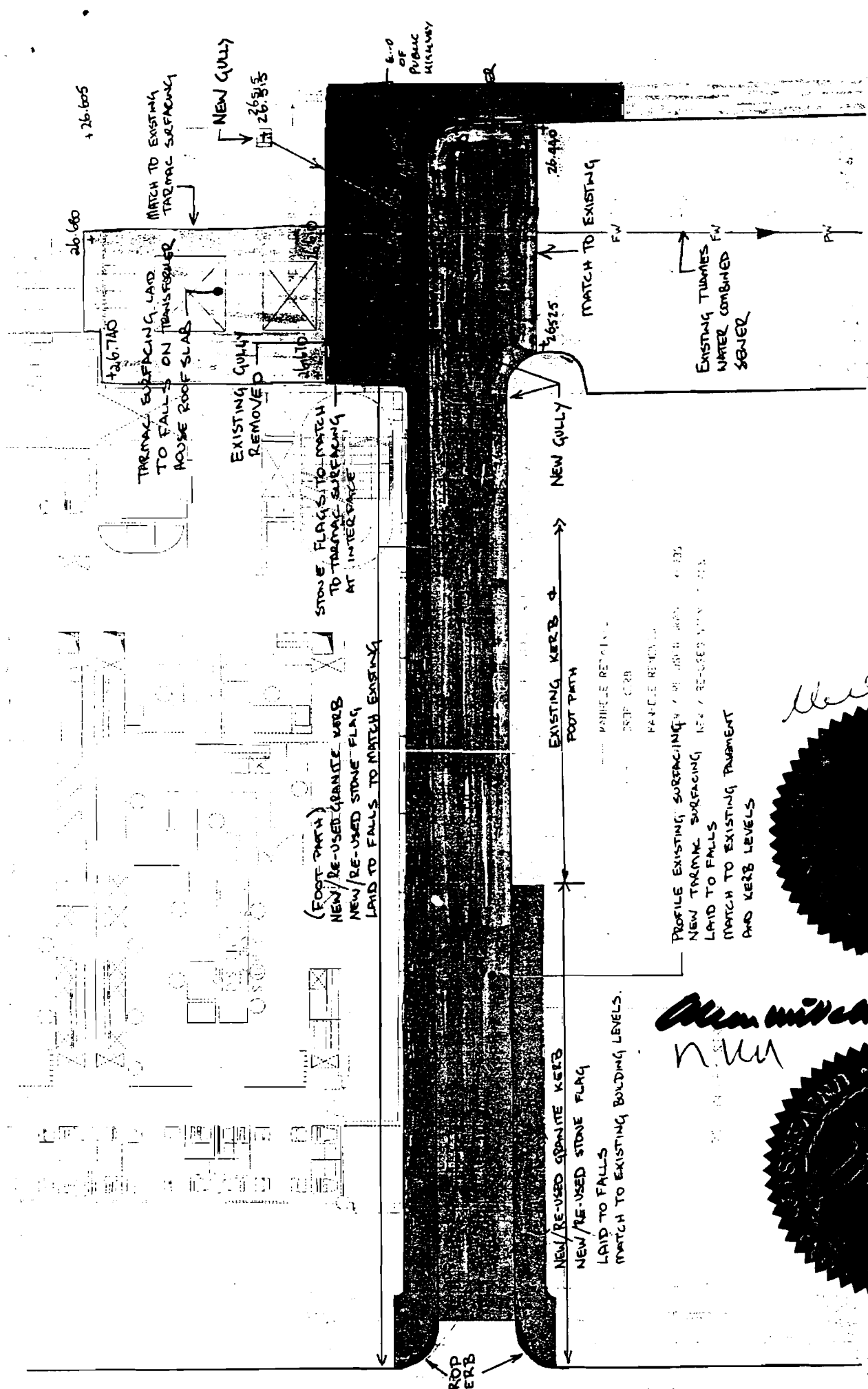
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UCL Planning Department	
UCL Landscape Department	
UCL Contracting Department	
UCL Collorating Department	
UCL Architecture Department	

Alan Williams
AKM



+ 26.660

+ 26.740

NEW GULLY
26.515

MATCH TO EXISTING
THERMAC SURFACING

THERMAC SURFACING LAD
TO FALLS ON TRANSFORMER
HOUSE ROOF SLAB

EXISTING GULLY
REMOVED

STONE FLAG TO MATCH
TO THERMAC SURFACING
AT INTERFACE

(FOOT PATH)
NEW/RE-USED GRANITE KERB
NEW/RE-USED STONE FLAG
LAID TO FALLS TO MATCH EXISTING

NEW/RE-USED GRANITE KERB
NEW/RE-USED STONE FLAG
LAID TO FALLS
MATCH TO EXISTING BUILDING LEVELS.

EXISTING KERB &
FOOT PATH

NEW GULLY

MATCH TO EXISTING
FW

EXISTING TURNIES
WATER COMBINED
SEWER

26.490

26.525

6.00
OF
PUBLIC
HIGHWAY

01/11/2003 10:00 AM

UCL - INSTITUTE FOR CANCEC
STUDIES

BURD HAPPOLO SKETCH OF
FALLS & GULLY TO CHEMIES
MEWS - PROPOSED

1:100 @ A3 24/7/02

SK 0117

BURD HAPPOLO, LINDA	DATE	05 JUN 2003
NICOMI DRAWING	SCALE	
JC	NO.	



Linda Burd Hapolo
NICK

- (H) The Council's Development Control Sub-Committee on 20th March 2003 resolved that if it had been able to determine such applications, it would have been minded to approve them, subject to conclusion of this Agreement.
- (I) The Council is the local planning authority for the purposes of the Act and for the area within which the Property is situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act.
- (J) The Council consider 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 and the parties are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1. **DEFINITIONS**

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

- 1.1 "the Act" the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)
- 1.2 "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 1.3 "the Application" the planning application for the Development was submitted to the Council on 20th December 2002 and given reference number PSX0205442
- 1.4 "the Conservation Area Consent Application" The Conservation Area Consent Application was registered by the Council on 20th December 2002 and given reference number CSX0205444
- 1.5 "Construction Phase" the period from the date when any physical works preparatory to the Implementation of the Development are

carried out in or around the Property (for the avoidance of doubt these to include demolition works) to the date three months after the date of practical completion of the Development as certified pursuant to the building contract entered into for the Development

- 1.6 "Cycle Stands" the two (2) cycle stands to be provided in the area identified on Plan 2
- 1.7 "The Development" the proposal for development at the Property as set out in the Application being the demolition and redevelopment of the unlisted nurses' home, hospital offices and ancillary accommodation (in buildings B & C, all sui generis use) with a seven storey building, together with refurbishment and change of use of the adjacent grade II listed nurses' home (part of building A, also a sui generis use) to form a new development (Class D1) to provide accommodation for the Institute of Cancer Studies, part of University College London Medical School, comprising research laboratories, teaching rooms, administrative offices, ancillary floorspace and roof plant, involving the retention of the existing basement plant area, minor alterations to 70 Huntley Street and the formation of a servicing area at the rear of the Property
- 1.8 "the Green Travel Plan" the University College London Travel Plan setting out a package of measures to be adopted by the Owner in the management of the Property which discourages trips in motor vehicles to and from the Owner's main sites in Bloomsbury and Fitzrovia and its other teaching and residential accommodation and promoting the use of environmentally friendly transport by Staff and Students

1.9 "Highways Contribution" the sum of £110,000 (one hundred and ten pounds) to be applied by the Council in the event of receipt for the carrying out of the Highway Works ("the Highway Works") these to include :

- (i) reinstating the public highway and entrance to the Property on Chenies Mews, together with moving gullies, following the stopping up and completion of the development, in accordance with the scheme shown on drawing 0116/02 and SK0117 (attached hereto for indicative purposes) or another scheme to be agreed by the Council
- (ii) after the completion of the development, the surface of the highway and pedestrian footways on the southeastern boundary of the site (approximately 4m x 33m), shall be reinstated to boulevard standard as shown on the above drawings
- (iii) statutory undertakers diversions, including Thames Water Utilities sewer works costs
- (iv) the provision of the Cycle Stands on the public highway adjoining the main entrance to the Development in Huntley Street

as the same are set out for indicative purposes in the columns headed "Section 106" in Schedule 4 hereof. (and it is specifically acknowledged that the figures referred to therein are for indicative purposes only)

1.10 "Hostel Accommodation " the hostel accommodation replacing the existing hostel accommodation forming part of the Property which is to be demolished by the Development consisting of

accommodation for no less than 216 people to be constructed fitted out and permanently secured as hostel accommodation at Langton Close, London as identified on Plan 3

1.11 "Implementation"

means the implementation of the Planning Permission by the carrying out of any material operation as defined in Section 56 of the Act (and the date of such Implementation shall be referred to as the "Implementation Date") and "Implemented" shall be construed accordingly provided that the following shall not be taken to be a material operation for the purposes of Section 56; ground investigation, archaeological investigation, construction of boundary fencing or hoardings, noise attenuation works, laying and diversions of services and service media, construction of temporary accesses, landfill gas works and munitions probing

1.12 "Listed Building Application"

the application for listed building works at the Property registered by the Council on 20th December 2002 and given reference number LSX0205443

1.13 "Method Statement"

a statement setting out a programme for the demolition and construction process including backstop dates for the letting of the main construction programme, the building works and the completion of the development, and giving effect to the requirements of the Council's Considerate Contractor Manual setting out in specific detail all steps the Owner shall take during the Construction Phase to minimise disruption and environmental effect arising out of the Construction Phase including procedures for notifying local residents and business occupiers in advance of major operations delivery schedules and amendments to normal traffic arrangements and steps to be taken to minimise disruption

1.14 "the Occupation Date " the earliest date when any part of the Development is occupied (which for the avoidance of doubt shall not include occupation for purposes of fitting out the Development) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

1.15 "the Planning Permission" a planning permission for the Development granted by Secretary of State under reference Appeal Number APP/X5210/03/1110798

1.16 "the Plant Plan" an acoustic and maintenance plan for all existing and proposed plant in the UCL Properties (to include existing background noise levels), such plan to require the carrying out of:

(i) a survey to establish all the Owners existing plant within the UCL Properties, which has an impact on the existing internal background noise levels and will continue to operate after the Development is completed

(ii) measure the existing background noise levels (24 hours) once the plant on the buildings to be demolished has ceased to operate, (with other of the Owners' plant in the defined area switched off)

and shall set out inter alia:

(a) measures to reduce the noise from the Owners existing plant in the UCL Properties , such that it operates in accordance with UDP standards in relation to the measured background noise levels, (including replacing or upgrading plant and the installation of automatic time switches for existing and proposed plant not required 24 hours per day) such measures to be implemented in

accordance with a phased programme as agreed with the Council prior to the occupation of the Development

and

(b) a maintenance programme for all plant under the Owner's control in the UCL Properties (proposed and existing) to ensure that such plant is operated in the future in a manner that allows the Council's noise standards to be met.

- 1.17 "the Property" Rockefeller Nurses' Home, Huntley Street, London WC1 which for the purposes of identification only is shown edged red on Plan 1 annexed hereto
- 1.18 "the Servicing Plan" a plan for the management of the deliveries and servicing at the Property ensuring minimal service vehicle and car conflicts and damage to amenity arising from such servicing and deliveries and giving effect to the principles set out in the First Schedule to this Agreement
- 1.19 "Staff" means those persons employed by the Owner and who for the purpose of their employment duties are based at the Development
- 1.20 "Stopping Up Contribution" means the sum of £8,500 (eight thousand five hundred pounds) this to be applied by the Council in the event of receipt to the carrying out of all procedures consultation and associated implementation work to secure (subject to compliance with all legal requirements) the stopping up of the public highway at Chenies Mews, together with moving gullies, following the stopping up and completion of the Development, in accordance with the scheme shown on drawing 0116/02 and SK0117 (attached hereto for indicative

purposes) or another scheme to be agreed by the Council as the same are set out for indicative purposes in the columns headed Traffic Closure Order in Schedule 4 hereof. (and it is specifically acknowledged that the figures referred to therein are for indicative purposes only) ("the Stopping Up Works")

- 1.21 "Students" means those students at the University College, London, who are required from time to time to visit the Development in order to conduct the courses on which they are enrolled at the University College, London
- 1.22 "UCL Properties" means those properties within the area edged in red on Plan 4 in which the Owner has an interest

NOW THIS DEED WITNESSETH as follows: -

2. This Agreement is entered into by the Owner in relation to the Property to the extent that its provisions constitute planning obligations under Section 106 of the Act and such obligations herein shall be enforceable by the Council and to the extent that its provisions are not planning obligations they shall be enforceable under Section 278 of the Highways Act 1980 or any other relevant powers of the Council.
- 2.1 It is hereby agreed between the parties that save for the provisions of clauses 1, 2, 4 and 5 in their entirety all of which clauses shall come into effect on the date hereof any covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 2.2 The expressions "the Owner" and "the Council" shall include their successors in title and their assigns.
- 2.3 If the Planning Permission is quashed or revoked or lapses without Implementation this Agreement shall cease to have effect with respect to that permission and all entries

relating to it on the Register of Local Land Charges shall be deleted (at the Owner's expense) should the Owner so request the Council in writing.

2.4 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Property or the part in respect of which such breach occurs save in respect of any antecedent breach.

2.5 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Property in accordance with any planning permission granted by the Council or by the Secretary of State on appeal or by reference to him after the date of this Agreement.

3. **THE OWNER** hereby covenants with the Council: -

3.1 **HIGHWAYS AND STOPPING UP CONTRIBUTIONS**

3.1.1 Not to Implement nor permit Implementation until such time as the Highways Contribution and the Stopping Up Contribution have been paid to the Council.

3.1.2 In the event that the Council's actual reasonable costs in carrying out the Highway Works exceeds the amount of the Highways Contribution the Council shall provide the Owner with notice and evidence of such further costs ("the Highways Excess Costs") and the Owner shall pay the full amount of the Highways Excess Costs within 21 days of receipt of such notice.

3.1.3 In the event that the Council's actual reasonable costs in carrying out the Stopping Up Works exceeds the amount of the Stopping Up Contribution the Council shall provide the Owner with notice and evidence of such further costs ("the Stopping Up Excess Costs") and the Owner shall pay the full amount of the Stopping Up Excess Costs within 21 days of receipt of such notice.

3.1.4 The Council will submit a written statement of its reasonable costs in carrying out the Highways Works and the Stopping Up Works on completion of the Highways Works and the Stopping Up Works to the Owner within two months of completion of the Highways Works and the Stopping Up Works.

3.1.5 If the Council's actual reasonable casts of carrying out the Highways Works and the Stopping Up Works is less than the Highways Contribution and the Stopping Up Contribution respectively then the Council will repay the unexpended balance of the

Highways Contribution and the Stopping Up Contribution to the Owner within two (2) months of the submission of the statement in Clause 3.1.4 above

3.2 MANAGEMENT OF THE CONSTRUCTION PHASE

The Owner covenants with the Council as follows:

- 3.2.1 On or prior to commencement of the Construction Phase to submit to the Council a draft of the Method Statement.
- 3.2.2 Not to carry out any works in relation to the Construction Phase until such time as the Council has approved the Method Statement
- 3.2.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the Method Statement approved by the Council in accordance with the requirements of this Agreement *ALWAYS PROVIDED* that the Method Statement may be varied with the agreement of both parties where unforeseeable circumstances arising during the Construction Phase reasonably justify such variation

3.3 THE HOSTEL ACCOMMODATION

Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has received written notice from the Council that in the Council's reasonable opinion the Hostel Accommodation has been constructed, fitted out and permanently secured as hostel accommodation in accordance with a scheme and specification approved by the Council.

3.4 SUBMISSION OF PLANS

- 3.4.1 Prior to the Occupation Date to submit to the Council for approval the following:
 - (a) the Plant Plan;
 - (b) the Servicing Plan; and
 - (c) the Green Travel Plan

3.4.2 Not to Occupy nor permit Occupation until each of the documents referred to in Sub-Clause 3.4.1 has been approved by the Council (as demonstrated by written notice to that effect).

3.5 GREEN TRAVEL PLAN

To ensure that after the Occupation Date no part of the Property is Occupied otherwise than in accordance with the terms of the Green Travel Plan (unless otherwise agreed by the Council in accordance with the requirements of this Agreement).

3.6 THE SERVICING PLAN

After the Occupation Date not to Occupy or permit Occupation of any part of the Development at any time when the terms of the Servicing Plan as approved by the Council are not being complied with (unless otherwise agreed by the Council in accordance with the requirements of this Agreement) and in the event of non-compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

3.7 THE PLANT PLAN

After the Occupation Date not to Occupy or permit Occupation of any part of the Development at any time when the terms of the Plant Plan as approved by the Council are not being complied with (unless otherwise agreed by the Council in accordance with the requirements of this Agreement) and in the event of non-compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4. NOTICE TO THE COUNCIL/OTHER MATTERS

4.1 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.

- 4.2 The Owner shall give written notice to the Council on or prior to the date of the Occupation Date specifying that occupation of the Development has taken or is about to take place.
- 4.3 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and that it shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement.
5. **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that: -
- 5.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Sites and Projects Team, Planning Division, Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP and any notice or approval of the Council shall be signed by a representative of the Council's Environment Department.
- 5.2 This Agreement shall be registered as a Local Land Charge.
- 5.3 The Owner agrees to pay the Council its proper and reasonable legal and monitoring costs subject to a maximum of £3,200 in total incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 5.4 Each party shall act in good faith and shall co-operate with the other to facilitate the discharge and performance of all obligations contained herein and the Owner shall 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.

- 5.5 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.
- 5.6 Where by this Agreement any action approval consent direction authority or agreement is required to be taken, given or reached by any party hereto any such action, approval consent direction authority or agreement shall not be unreasonable or unreasonably withheld or delayed.
- 5.7 The Council shall within 28 days of written request from the Owner repay to the Owner any portion of the Highways Contribution not spent by the Council within 5 years of the Implementation Date.
- 5.8 Nothing in this Agreement will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to this Agreement.

6. INFLATION

Any sums referred to in this Agreement as payable or to be applied by the Owner under this Agreement shall be paid or applied TOGETHER WITH (if such payment or application is made more than three months from the date of this Agreement) a further sum being equal to the original sum payable multiplied by a figure being a fraction of

which All Items Index of Retail Prices ("the AIIRP") figure published by the Central Statistical Office at the date hereof is the denominator and the last AIIRP figure published before the date such payment or application is made less the last published AIIRP figure at the date hereof is the numerator.

7. LATE PAYMENT

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.

IN WITNESS whereof the Parties have executed this document as a Deed and have caused their respective common seals to be affixed the day and year first above written

THE COMMON SEAL OF ~~THE MAYOR~~)
~~AND BURGESSES OF THE LONDON~~)
~~BOROUGH OF SAMPDEN~~ **UNIVERSITY COLLEGE LONDON**)
was hereunto affixed)
in the presence of:-)

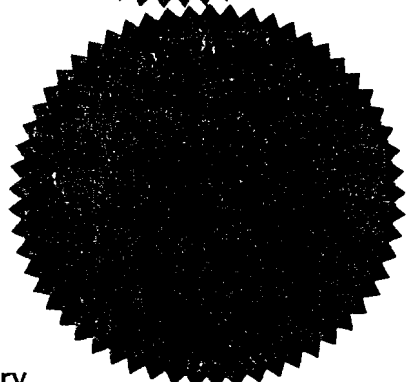
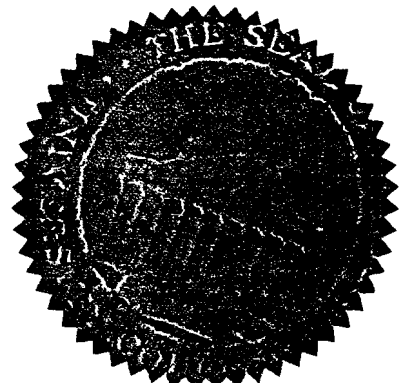
Alan Williams
WFL

.....
Authorised Signatory

THE COMMON SEAL OF ~~THE MAYOR~~)
~~AND BURGESSES OF THE LONDON~~)
~~BOROUGH OF SAMPDEN~~ **UNIVERSITY COLLEGE LONDON**)
was hereunto affixed)
in the presence of:-)

[Signature]
Authorised Signatory

Authorised Signatory



THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN)
was hereunto affixed)
in the presence of:-)

.....
Authorised Signatory