

DATED

15 NOVEMBER

2018

(1) THEATRE OF COMEDY COMPANY LIMITED

and

(2) BARCLAYS BANK PLC

and

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

AGREEMENT

relating to land known as

**The Shaftesbury Theatre, 210 Shaftesbury Avenue, London WC2 8DP
pursuant to**

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 1918

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CLS/COM/1800.642

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THIS AGREEMENT is made the 15th day of November 2018

B E T W E E N:

- A. **THEATRE OF COMEDY COMPANY LIMITED** (Co. Regn. No. 1678553) of Shaftesbury Theatre, 210 Shaftesbury Avenue, London (hereinafter called "the Owner") of the first part
- B. **BARCLAYS BANK PLC** (Co. Regn. No. 01026167) of Lending Operations, P.O. Box No. 299, Birmingham B1 3PF (hereinafter called "the Mortgagee") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL654903 subject to a charge to the Mortgagee.
- 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 A Planning Application for the development of the Property was submitted to the Council on 24 December 2017 and validated on 5 March 2018 and the Council resolved to grant permission conditionally under reference number 2018/0575/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL654903 and dated 14 October 2013 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
2.4	"Basement Approval in Principle Contribution"	the sum of £3,600 (three thousand six hundred pounds) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application
2.5	"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

2.6	"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
2.7	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.8	"the Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> (a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development; (b) proposals to ensure the protection and preservation of the listed building during the Construction Phase; (c) proposals to ensure there are no adverse effects on the Conservation Area features;

		<p>(d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(e) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(f) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.9	"the Construction Management Plan Implementation Support Contribution"	the sum of £15,000 (fifteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.10	"the Construction Phase"	<p>the whole period between</p> <p>(i) the Implementation Date and</p> <p>(ii) the date of issue of the Certificate of Practical Completion</p>

2.11	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.12	"the Delivery Management Plan"	means the plan securing the delivery sequence of the Development and the West End Project as set out in the Second Schedule hereto to ensure that the construction programmes of the Development and the West End Project are coordinated and that construction of each is carried out with minimal possible impact on and disturbance to the surrounding environment and highway network;
2.13	"the Development"	<p>Various alterations to theatre building (Class D2) including basement extensions, creation of new entrance fronting Princes Circus, replacement of external lighting to façade and installation of pavement lights and delivery hatch as well as minor alterations to façade and doors as shown on the site location plan and drawing numbers:-</p> <p>Drawings:</p> <p>1702-P-001, 1702-P-099, 1702-P-100_A, 1702-P-101, 1702-P-102, 1702-P-103, 1702-P-104, 1702-P-105, 1702-P-210, 1702-P-220, 1702-P-230, 1702-P-301, 1702-P-302, 1702-XP-099-A, 1702-XP-100-A, 1702-XP-101-A, 1702-XP-102-A, 1702-XP-103-A, 1702-XP-104-A, 1702-XP-105-A, 1702-XP-210, 1702-XP-220, 1702-XP-230, 1702-XP-301, 1702-XP-302, EX17_088_11_001</p> <p>Supporting documents:</p> <p>Approval in Principle prepared by Michael Jackson consulting; Archaeological Desk-Based Assessment prepared by Wessex Archaeology (ref. 200670.01); Basement Impact Assessment Report (ref. 371647 – 01 (01)) with appendices prepared by RSK (dated Nov 2017); Basement Roof Slab Loading report (ref. 2714/GAD) dated</p>

		<p>June 2018; BIA Audit Report 210 Shaftesbury Ave-D1 (GKemb12727-65-210518); Design and Access Statement prepared by Bennetts Associates (dated Dec 2017); Draft Basement Construction Methods Statement Rev A; Draft Construction Management Plan v0.1; External lighting Assessment prepared by e3 consulting engineers dated 21 Feb 18; Luxcrete pavement rooflight specification (no. P150/100) dated June 2018; Noise Impact Assessment Report rev 01 dated 20/12/2017; Planning Statement prepared by Bennetts Associates (dated Feb 2018); Shaftesbury Conservation Report prepared by Theatresearch (dated Nov 2017); Transport Statement prepared by Clewlow Consulting dated June 2018</p>
2.14	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.15	"the Highways Contribution"	<p>the sum of £604,000 (six hundred and four thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <ul style="list-style-type: none"> (a) remedial works to the Public Highway required as a direct result of the Development, including repaving the footways adjacent to the Property; (b) public realm improvements to the Princes Circus public open space in the vicinity of the Property (c) any other works the Council acting reasonably requires as a direct result of the Development

		all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u>
2.16	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.17	"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
2.18	"Occupation Date"	the date when any part of the additional areas to be created by the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.19	"the Parties"	mean the Council the Owner and the Mortgagee
2.20	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 5 March 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/0575/P subject to conclusion of this Agreement
2.21	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.22	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto

2.23	"the Property"	the land known as The Shaftesbury Theatre, 210 Shaftesbury Avenue, London WC2 8DP the same as shown outlined in red on the plan annexed hereto
2.24	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.25	"the Service Management Plan"	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-</p> <ul style="list-style-type: none"> (a) a requirement for delivery vehicles to unload from a specific suitably located area; (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 entering the Property; (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;

		<p>(h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;</p> <p>(i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property;</p> <p>(j) details of arrangements for refuse storage and servicing; and</p> <p>(k) 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</p>
2.26	"Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>a) the elements set out in the First Schedule hereto;</p> <p>b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using</p>

		<p>the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council</p> <p>e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;</p> <p>f) 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</p>
2.27	"Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
2.28	"Travel Plan Monitoring Fee"	the sum of £3,216 (three thousand two hundred and sixteen 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 approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 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" Development in accordance with Clause 4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE DEVELOPMENT

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.

4.2 CONSTRUCTION MANAGEMENT PLAN

4.2.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.2.4 To ensure insofar as it relates to work undertaken pursuant to the Planning Permission that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.3 HIGHWAYS CONTRIBUTION

4.3.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.3.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.3.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate provided level access is created and maintained to the Development for disability purposes and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

- 4.3.4 On completion of the Highway Works the Council shall provide to the Owner a certificate (the "Final Certificate") specifying the amount of the Highways Contribution expended by the Council in carrying out the Highway Works (the "Certified Sum") and specifying the amount of money (if any) received from third parties towards the cost of the Highway Works (the "Third Party Funding") .
- 4.3.5 In the event that the Third Party Funding is greater than or equal to the Certified Sum the Council shall repay to the Owner £404,000.
- 4.3.6 In the event that the Third Party Funding is less than the Certified Sum then the Council shall specify this amount (the "Funding Shortfall") in the Final Certificate.
- 4.3.7 If the Final Certificate identifies a Funding Shortfall which is less than the Highways Contribution then the Council shall pay to the Owner the amount of the difference between the Funding Shortfall and the Highways Contribution within 14 days of the date of the Final Certificate PROVIDED THAT the Council shall not be required to pay to the Owner more than £404,000.
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4.4 BASEMENT APPROVAL IN PRINCIPLE

- 4.4.1 On or prior to the Implementation Date to:-
- (a) submit the Basement Approval in Principle Application; and
 - (b) pay to the Council the Basement Approval in Principle Contribution.
- 4.4.2 Not to Implement or permit Implementation of any part of the Development until such time as:
- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
 - (b) the Council has received the Basement Approval in Principle Application Contribution in full.

4.5 THE SERVICE MANAGEMENT PLAN

- 4.5.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Service Management Plan.
- 4.5.2 Not to Occupy or permit Occupation of any part of the additional areas created by the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect which notice is to take proper account of the need to comply with Premises Licence requirements to allow the Property to continue at all times to operate as a theatre.
- 4.5.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the additional areas created by Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the additional areas created by the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.6 DELIVERY MANAGEMENT PLAN

- 4.6.1 On or prior to the Implementation Date the Owner shall submit the Delivery Management Plan to the Council for approval.
- 4.6.2 The Owner shall not Implement or permit Implementation until the Delivery Management Plan has been approved by the Council in writing.
- 4.6.3 Following approval of Delivery Management Plan the Owner shall carry out the Development in compliance with the terms and requirements of the approved Delivery Management Plan or such other Delivery Management Plan as may be varied or substituted by agreement between the Parties from time to time and the Council shall deliver the West End Project and carry out the Highways Works in accordance with the terms and requirements of the approved Delivery Management Plan or such other Delivery Management Plan as may be varied or substituted by agreement between the Parties from time to time PROVIDED ALWAYS that the following timings shall not be altered:

- a) the Owner shall not carry out any works of construction of the basement (forming part of the Development) unless and until the Council has confirmed in writing that all the necessary approvals and traffic schemes are in place;
- b) the Owner shall not carry out any works relating to the construction of the basement (forming part of the Development) unless and until the Council has confirmed in writing that it is satisfied that the land within which the basement is to be constructed has been registered by Her Majesty's Land Registry as forming part of the Owner's freehold title under Title Number NGL654903 ;and
- c) the Owner shall complete the Development within 12 months of receipt of the confirmation referred to in paragraph (a) above.

4.7 TRAVEL PLAN

- 4.7.1 On or prior to the Implementation Date to submit to the Council the Travel Plan 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 Travel Plan as demonstrated by written notice to that effect.
- 4.7.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2018/0575/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations

Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2018/0575/P.

- 5.7 Payment of the Construction Management Plan Implementation Support Contribution pursuant to Clause 4.1 of this Agreement, payment of the Highways Contribution pursuant to Clause 4.2 of this Agreement and payment of the Basement Approval in Principle Contribution pursuant to Clause 4.3 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 2018/0575/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 of Retail Prices ("the AIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIRP figure published before the date such payment or application is made ("Y") less the last published AIRPfigure 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 2018/0575/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 in the sum of £6,407 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 the Mortgagee 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.

7. MORTGAGEE EXEMPTION

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.
- 7.2 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.


8. RIGHTS OF THIRD PARTIES

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

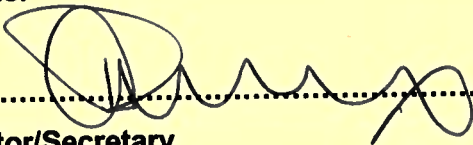
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
THEATRE OF COMEDY COMPANY LIMITED
acting by a Director and its Secretary
or by two Directors

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)
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Director


.....

Director/Secretary

EXECUTED AS A DEED BY
BARCLAYS BANK PLC
in the presence of:

)
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.....
Witness Signature

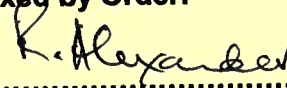
Witness Name: LUC ARAMA

Address: 1 CHURCHILL PLACE, LONDON, E14 5HP

Occupation: VICE PRESIDENT

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

)
)
)
)
)


.....

Authorised Signatory



**THE FIRST SCHEDULE
Pro Forma
Construction Management Plan**

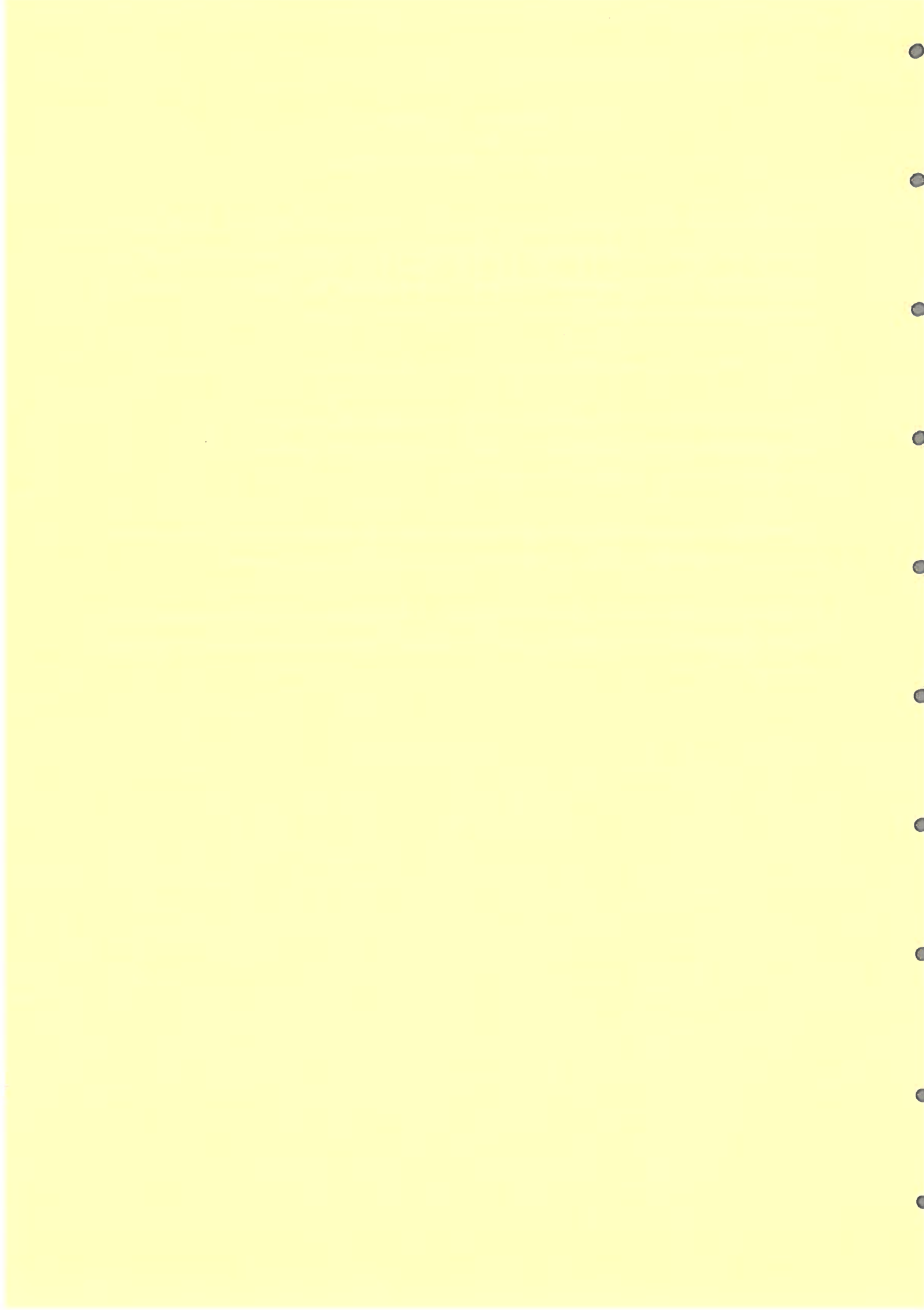
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

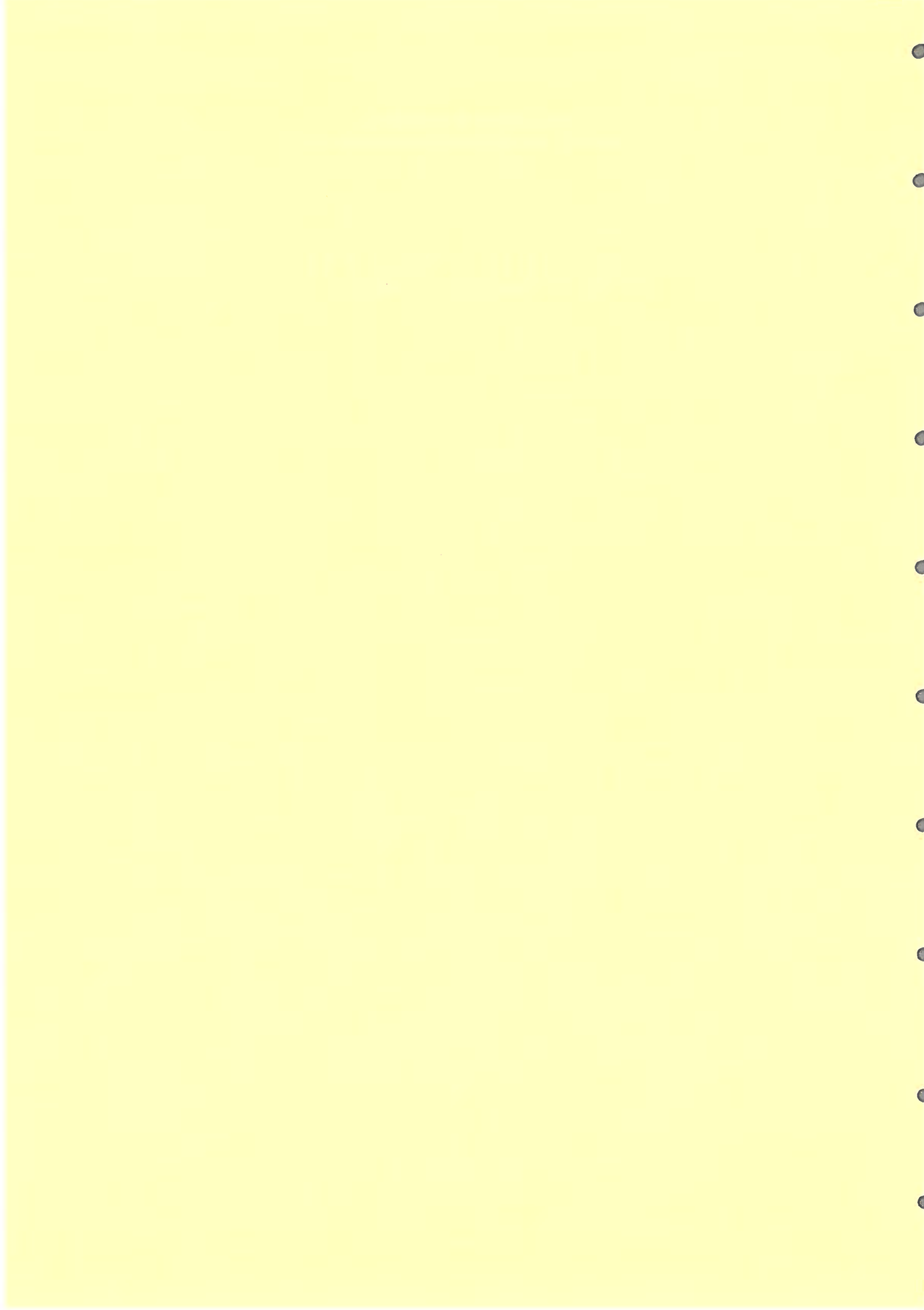
<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

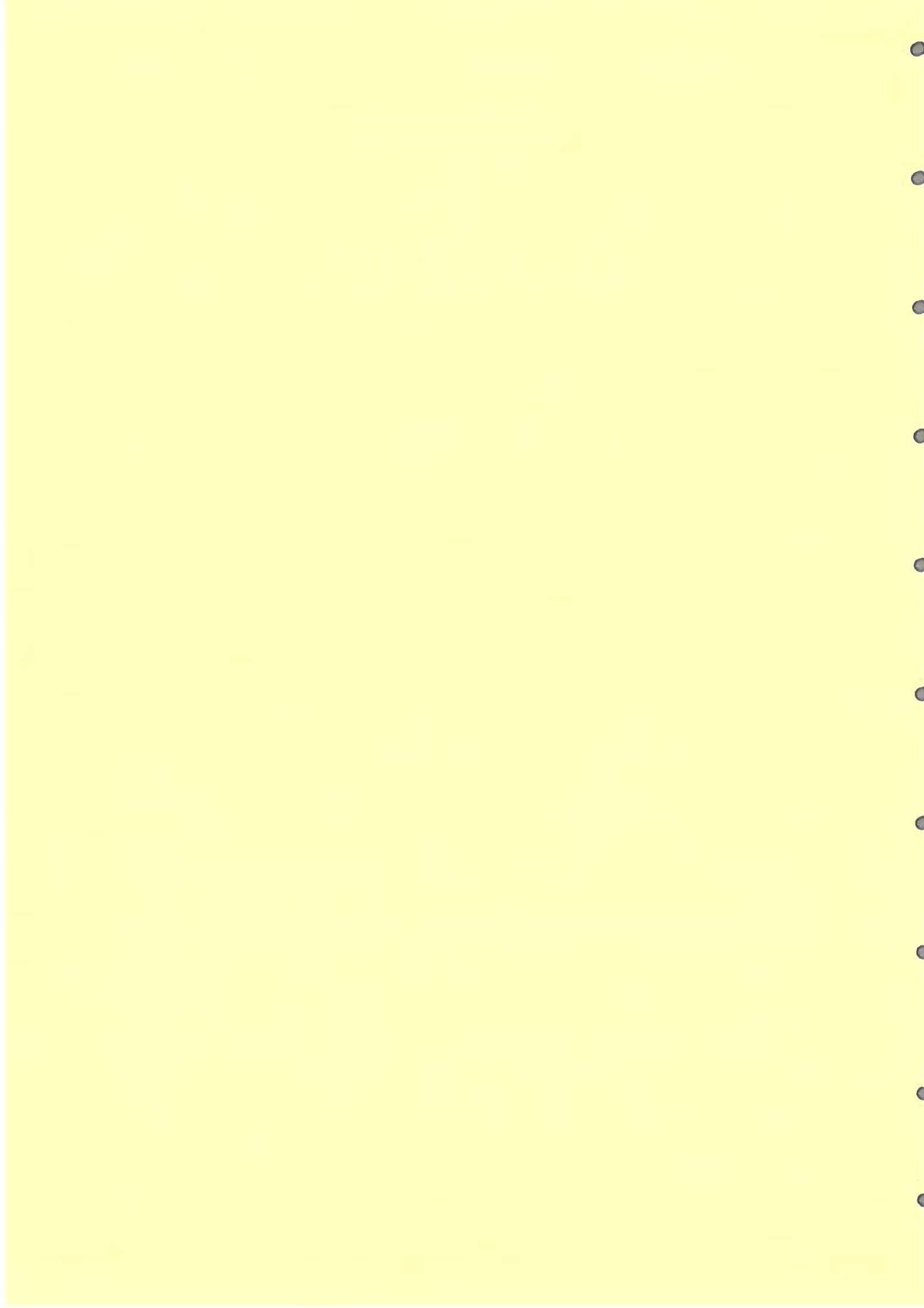
It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences



THE SECOND SCHEDULE
Delivery and Service Management Plan



THE THIRD SCHEDULE
Schedule of Contributions



THE FOURTH SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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 Travel Plan see the Transport for London's travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan ("the Plan") the Owner 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 occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ www.nationalrail.co.uk)
- c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. 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 well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- 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, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including a initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the Property's Transport Accessibility

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

Bennets Associates
1 Rawstone Place
London
EC1V 7NL

Application Ref: **2018/0575/P**

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:
The Shaftesbury Theatre
210 Shaftesbury Avenue
London
WC2H 8DP

Proposal:

DECISION
Various alterations to theatre building (Class D2) including basement extensions, creation of new entrance fronting Princes Circus, replacement of external lighting to façade and plant at roof level, installation of pavement lights and delivery hatch as well as minor alterations to façade and doors.

Drawing Nos: 1702-P-001, 1702-P-099, 1702-P-100_A, 1702-P-101, 1702-P-102, 1702-P-103, 1702-P-104, 1702-P-105, 1702-P-210, 1702-P-220, 1702-P-230, 1702-P-301, 1702-P-302 rev A, 1702-XP-099-B, 1702-XP-100-A, 1702-XP-101-A, 1702-XP-102-B, 1702-XP-103-B, 1702-XP-104-A, 1702-XP-105-A, 1702-XP-210, 1702-XP-220, 1702-XP-230, 1702-XP-301, 1702-XP-302, EX17_088_11_001

Supporting documents: Approval in Principle prepared by Michael Jackson consulting; Archaeological Desk-Based Assessment prepared by Wessex Archaeology (ref. 200670.01); Basement Impact Assessment Report (ref. 371647 - 01 (01)) with appendices prepared by RSK (dated Nov 2017); Basement Roof Slab Loading report (ref. 2714/GAD) dated June 2018; BIA Audit Report 210 Shaftesbury Ave-D1 (GKemb12727-65-210518); Design and Access Statement prepared by Bennetts Associates (dated Dec 2017); Draft Basement Construction Methods Statement Rev A; Draft Construction Management Plan v0.1; External lighting Assessment prepared by e3 consulting engineers dated 21 Feb 18; Luxcrete pavement rooflight specification (no. P150/100) dated June 2018; Noise Impact

Assessment Report rev 01 dated 20/12/2017; Planning Statement prepared by Bennetts Associates (dated Feb 2018); Shaftesbury Conservation Report prepared by Theatresearch (dated Nov 2017); Transport Statement prepared by Clewlow Consulting dated June 2018.

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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:

1702-P-001, 1702-P-099, 1702-P-100_A, 1702-P-101, 1702-P-102, 1702-P-103, 1702-P-104, 1702-P-105, 1702-P-210, 1702-P-220, 1702-P-230, 1702-P-301, 1702-P-302 rev A, 1702-XP-099-B, 1702-XP-100-A, 1702-XP-101-A, 1702-XP-102-B, 1702-XP-103-B, 1702-XP-104-A, 1702-XP-105-A, 1702-XP-210, 1702-XP-220, 1702-XP-230, 1702-XP-301, 1702-XP-302, EX17_088_11_001

Supporting documents: Approval in Principle prepared by Michael Jackson consulting; Archaeological Desk-Based Assessment prepared by Wessex Archaeology (ref. 200670.01); Basement Impact Assessment Report (ref. 371647 - 01 (01)) with appendices prepared by RSK (dated Nov 2017); Basement Roof Slab Loading report (ref. 2714/GAD) dated June 2018; BIA Audit Report 210 Shaftesbury Ave-D1 (GKemb12727-65-210518); Design and Access Statement prepared by Bennetts Associates (dated Dec 2017); Draft Basement Construction Methods

Statement Rev A; Draft Construction Management Plan v0.1; External lighting Assessment prepared by e3 consulting engineers dated 21 Feb 18; Luxcrete pavement rooflight specification (no. P150/100) dated June 2018; Noise Impact Assessment Report rev 01 dated 20/12/2017; Planning Statement prepared by Bennetts Associates (dated Feb 2018); Shaftesbury Conservation Report prepared by Theatresearch (dated Nov 2017); Transport Statement prepared by Clewlow Consulting dated June 2018.

Reason:

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

- 4 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 5 The development shall be carried out in strict accordance with the methodologies, recommendations and requirements of the Basement Impact Assessment Report (ref. 371647 - 01 (01)) with appendices prepared by RSK (dated Nov 2017); hereby approved and shall ensure a maximum damage category to adjoining properties of no more than Burial Category 1 as described in approved documents.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2, A1 and A5 of the London Borough of Camden Local Plan 2017.

- 6 No excavation works hereby permitted shall commence until detailed design and construction method statements for all of the ground floor structures, foundations and basements and for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the Local Planning Authority which:-
- (a) Accommodate the proposed location of the Crossrail structures including tunnels, shafts and temporary works,
 - (b) Mitigate the effects of noise and vibration arising from the operation of the Crossrail railway within the tunnels and other structures.
 - (c) Mitigate the effects on Crossrail, of ground movement arising from development

The development shall be carried out in all respects in accordance with the approved design and method statements. All structures and works comprised within the

development hereby permitted which are required by paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is/are occupied.

Reason: To ensure that the development does not impact on existing/proposed strategic transport infrastructure in accordance with the requirements of Policies A1 and T1 of the London Borough of Camden Local Plan 2017

- 7 No excavation shall take place until a written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no excavation shall take place other than in accordance with the agreed WSI, which shall include the statement of significance and research objectives, and
- A. The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
 - B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI

Reason: Important archaeological remains may exist on this site. Accordingly the Local planning authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy D2 of the London Borough of Camden Local Plan 2017.

- 8 The total noise from fixed plant associated with the application site, when at a point 1m external to sensitive façades shall be at least 10 dB(A) less than the existing background measurement (LA90), expressed in dB(A), when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that is distinguishable, discrete continuous noise (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from the plant/equipment at any sensitive façade shall be at least 15 dB(A) below background noise level.

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

- 9 Before the use of the replacement plant equipment commences, the ventilating system/air-conditioning plant at roof level shall be provided with anti-vibration pads. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

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

- 10 The replacement signage hereby approved shall not include any digital screen.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 11 The proposed pavement rooflights shall be built in accordance with the Luxcrete pavement rooflight specification (no. P150/100) and Flushgaze specification document (ref. FG-WO-TDS-v1.7-11.04.2017) as indicated on the ground floor plan hereby approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 12 The construction of the basement extension hereby permitted shall be carried out in strict accordance with the methodologies, recommendations and requirements of the permanent Approval in Principle report prepared by Michael Jackson consulting hereby approved.

Reason: To safeguard the structural stability of the adjacent public highway in accordance with the requirements of policies A1, A5 and T4 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 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability,

- charges, how to pay and who to contact for more advice.
- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings.
 - 5 Thames Water:

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

Waste:

If as part of the basement development there is a proposal to discharge ground water to the public network, this would require a Groundwater Risk Management Permit from Thames Water. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwriskmanagement@thameswater.co.uk.

- 6 It should be noted that the works proposed may result in requirements for additional approvals/variations to the entertainment license for the premise. The applicant is advised that a licencing application should be made in respect of the entertainment license before the alterations take place, to ensure that the alterations comply with the recommendations contained in the 'Technical Standards for Places of Entertainment' (2015).
- 7 In relation to condition 7, the written scheme of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

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

Executive Director Supporting Communities

Notes

- Proposed development boundary including vaults at lower ground floor only
- Additional Ownership Boundary



Shaftesbury Theatre

**BENNETTS
ASSOCIATES**

1 Shaftesbury Theatre, Shaftesbury Avenue, London W1D 6BA
E: info@bennettsassociates.co.uk
Tel: 020 7493 8800

Project No. 17702

Shaftesbury Theatre
The Theatre of Comedy Company

Drawing Title

Location Plan
Development Boundary

Drawing Number

17702-P-001

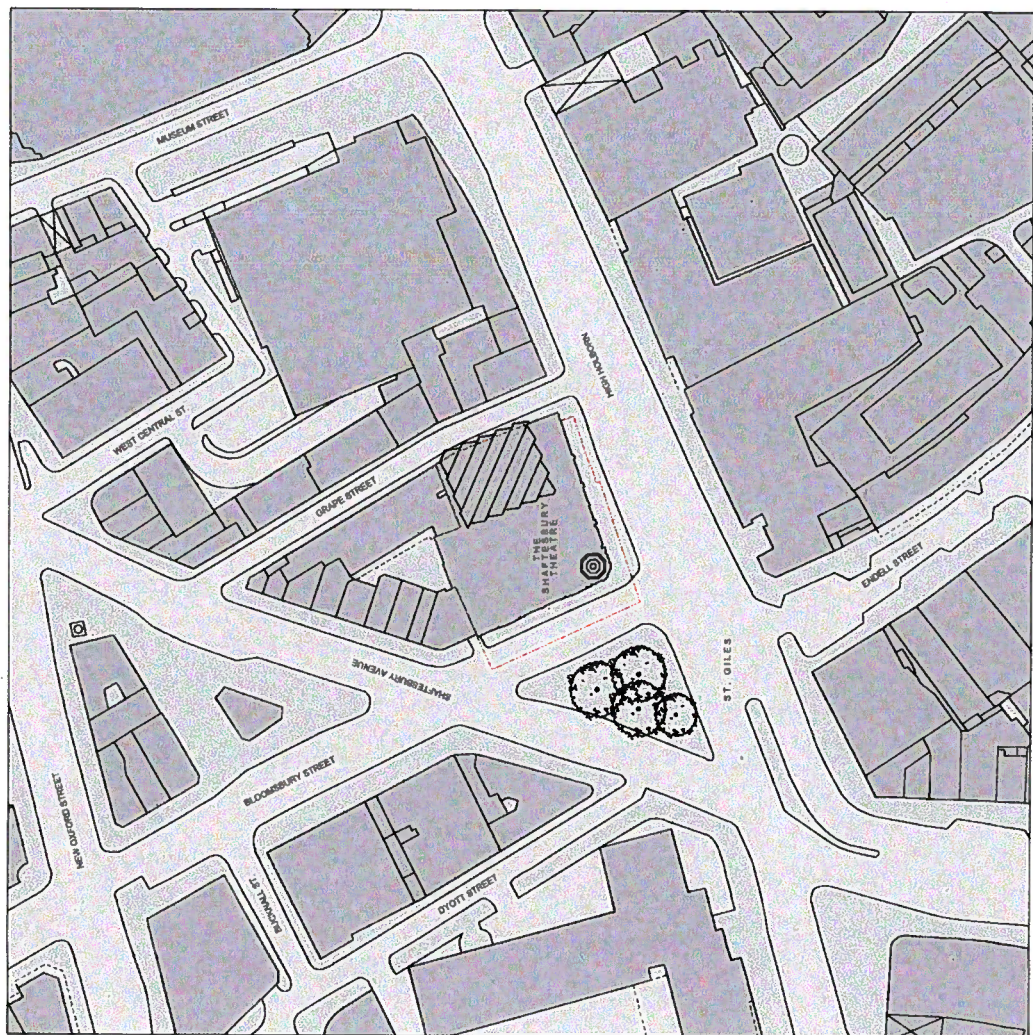
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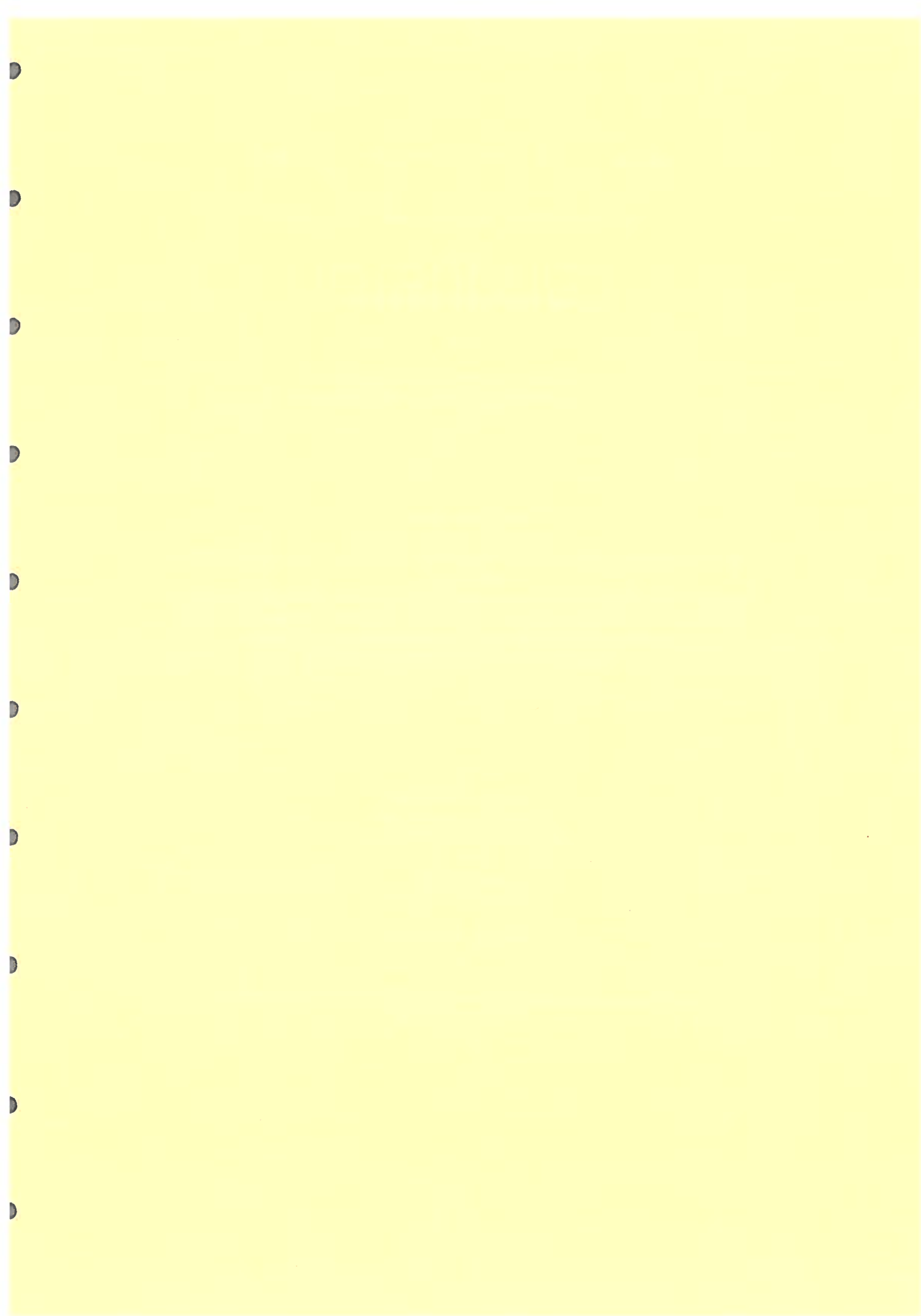
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Revision Date

1: 1000 1: 500 171220

171220





DATED 15 NOVEMBER 2018

(1) THEATRE OF COMEDY COMPANY LIMITED

and

(2) BARCLAYS BANK PLC

and

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

A G R E E M E N T

relating to land known as

**The Shaftesbury Theatre, 210 Shaftesbury Avenue, London WC2 8DP
pursuant to**

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 1918

G:\case files\culture & env\planning\s106 Agreements (2018/0575/P)

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