

Arthur Stanley House

40-50 Tottenham Street & 20-21 Tottenham Mews, London, W1T 4RN

**The GP Surgery Marketing Plan (as approved by Camden Council)
Planning Application 2017/4306/P**

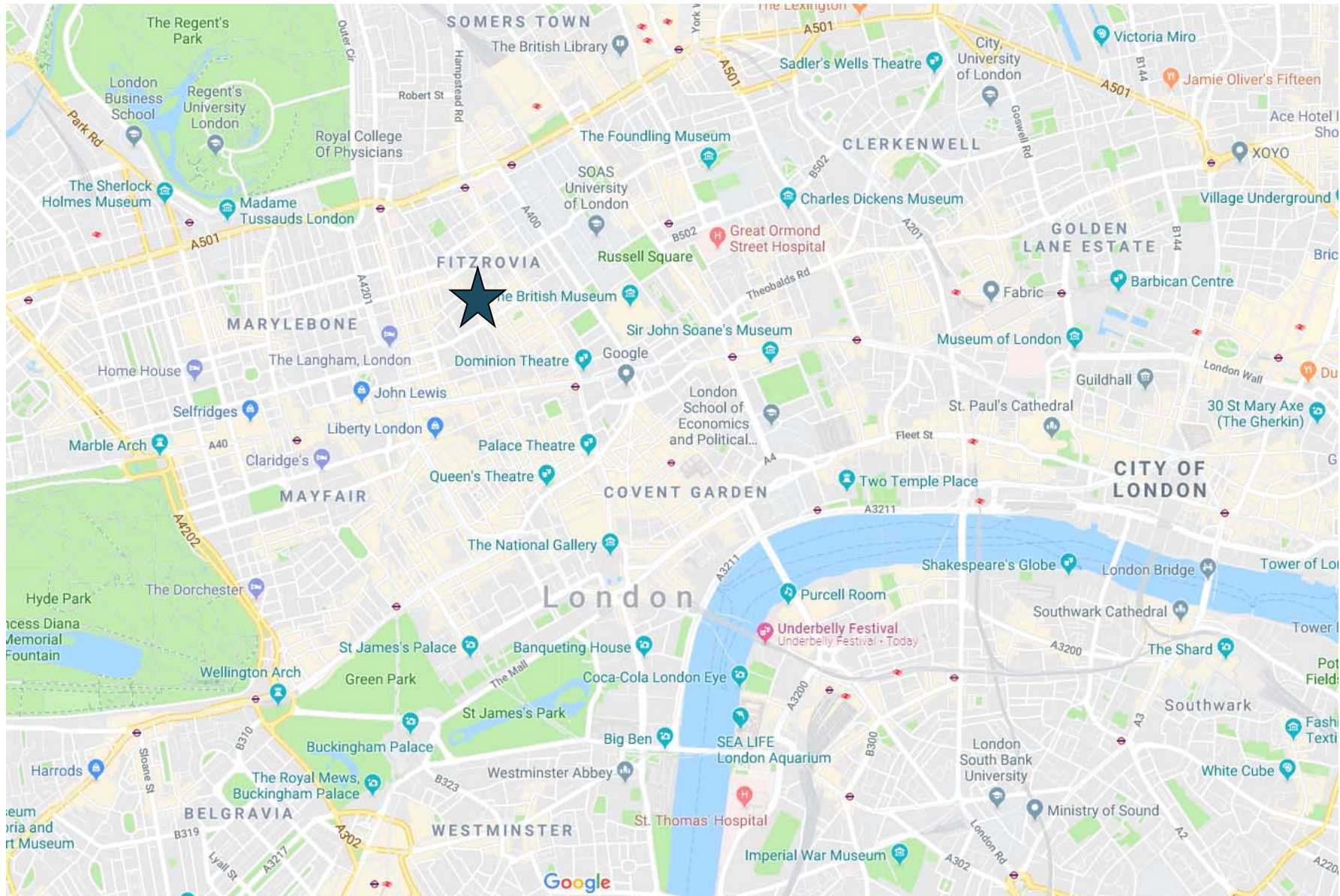
*Capitalised terms used but not defined herein, shall have the
respective meanings given to them in the Section 106 Agreement*

The Development



Arthur Stanley House – GP Surgery Marketing Plan

Location Map



The GP Surgery Marketing Plan

This marketing plan is prepared in accordance with the S106 attached to planning application 2017/4306/P. The contents of this marketing plan accords with the S106 requirements as follows:

- a. See pages 6 and 7 for the GP Surgery Premises floor plans detailing an area of up to approximately 600 square metres GEA
- b. The Owner will use its Reasonable Endeavours to secure an operator for the GP Surgery Premises by approaching the Camden Clinical Commissioning Group, the Westminster Clinical Commission Group, NHS Property Services, University College London NHS Foundation Trust, Central and North West London NHS Foundation Trust or successor organisation (together, the “CCG”). The period of the Owner’s engagement with the CCG shall be no less than 12 months commencing from the date that the Council approves the GP Surgery Marketing Plan by written notice
- c. The Owner will market the GP Surgery Premises by:
 - i. Directly approaching the CCG
 - ii. Posting a notice on-site with contact details
 - iii. Registering with a commercial agent
 - iv. Producing particulars outlining the offer
 - v. Listing on any relevant registers
 - vi. Recording the number of enquiries
 - vii. Recording the number of viewing
 - viii. Recording the number and types of offers received
 - ix. Recording the reasons for refusing the offer
- d. See appendix
- e. The GP Surgery Premises will be completed to Shell and Core standard, suitable for a fit out by a GP Surgery with capped off water, waste and electrical services in line with the relevant guidance from the Department of Health including Health Building Notes (HBN’s) and Health Technical Memoranda (HTM’s). The Owner and its technical design team will review fit-out proposals to ensure these meet all technical guidance and statutory legislation prior to a lease being agreed
- f. The GP Surgery Agreement for Lease will contain customary provisions and covenants to ensure that both the Property and the GP Surgery Premises are managed by the Owner (and its managing agent) in accordance with UK principles of good estate management and that the service charges related to the GP Surgery Premises are calculated as outlined in the GP Surgery Agreement for Lease on page 5

The GP Surgery Marketing Plan

- g. The GP Surgery Agreement for Lease will contain:
 - i. Provisions for the Medical Services Provider tenant to pay rent, insurance rent, and share of service charge (see page 5)
 - ii. Customary covenants restricting the GP Surgery Premises use (per the planning permission), regulating nuisance, and providing that the Medical Services Provider tenant be responsible for the condition of the GP Surgery Premises
 - iii. Customary provisions to allow for the assignment of the whole, and sub-letting, subject to the Owner's reasonable consent
- h. The Owner will provide the Concluding Report evidencing compliance with the GP Surgery Marketing Plan and the outcome of the Owner's Reasonable Endeavours to secure an operator for the GP Surgery Premises on the expiration of the 12 months' period unless an operator is secured earlier
 - In the event that the Concluding Report confirms that the Owner has entered into the GP Surgery Agreement for Lease, the Owner shall expeditiously construct and build out the GP Surgery Premises in a good and workmanlike manner to Shell and Core Standard, using good quality materials to the satisfaction of the Council (as demonstrated by written notification to that effect) and in strict accordance with the requirements of the GP Surgery Agreement for Lease and in any event within three years from the date when the GP Surgery Agreement for Lease was entered into
 - In the event that the Concluding Report confirms that the Owner has not been able to enter into the GP Surgery Agreement for Lease, not to Occupy or permit Occupation of any part of the commercial floorspace comprised within the Development until such time as the Owner has received a notice from the Council (not to be unreasonably withheld or delayed) that in Council's reasonable opinion the requirements of clauses 4.10.2 and 4.10.3 of the S106 Agreement have been fully complied with
- i. The Owner will commit to provide the Council with information upon request

The GP Surgery Agreement for Lease

- The GP Surgery Agreement for Lease will be an agreement between the Owner and a Medical Services Provider tenant for the grant of a lease of the GP Surgery Premises, such lease to:
 - a. be at Open Market Rent for D1 community use for a term of at least 20 years; and
 - b. secure that any service charges payable by the Medical Services Provider tenant of the GP Surgery Premises are:
 - i. limited only to those parts of the building services that are directly used by the GP Surgery Premises; and
 - ii. subsidised by the Owner so that the tenant/operator of the GP Surgery Premises is required to pay only 50% of any service charges due

The GP Surgery Premises – Ground Floor Plan



The GP Surgery Premises – First Floor Plan

