

1 Copy of The Deed

THIS LISTED BUILDING HERITAGE PARTNERSHIP AGREEMENT (a Deed) is made on the _____ day of _____ 2019

BETWEEN

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the first part

(2) NETWORK RAIL LIMITED (registered under company number 04402220) whose registered office is at 1 Eversholt Street, London, NW1 2DN (hereinafter called "the Applicant")

(3) THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND of 1 Waterhouse Square, 138-142 Holborn, London EC1N 2ST (hereinafter called "Historic England")

1 THIS DEED WITNESSES AS FOLLOWS:

1.1 The Applicant is the registered proprietor of the freehold interest in the Station registered at n Land Registry under title number NGL 735934

1.2 Historic England is the statutory advisor to the Government in relation to the historic environment.

1.3 The Station was designated as a Listed Building with category Grade I on 10th June 1954 and is listed by Historic England under entry number 1078328.

1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Station is situated.

1.5 The Council has agreed to enter into this Agreement and to grant Listed Buildings Consent for the Consented Works to the Station in accordance with the provisions of this Agreement and in doing so the Council has had special regard to the desirability of preserving the Station and its setting any features of special architectural or historic interest the Station possesses under section 16 of the Act and having regard to the Council's planning and heritage policies and relevant material considerations.

1.6 The parties to this Agreement agree to Listed Building Consent being granted in respect of the Consented Works to the Station in accordance with the provisions of this Agreement.

2 DEFINITIONS

In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:

2.1 "the Act" means the Planning (Listed Buildings and Conservation Areas) Act 1990

2.2 "this Agreement" means this heritage partnership agreement entered into by the Partners and enforceable against the Station which forms Section 1 of the Consented Works Document

2.3 "the Consented Works" means those works specified in Table 1 and sections 5.1 to 5.11.2 of Section 5 of the Consented Works Document and shall be works that are subject to any conditions specified in respect of the relevant works in Section 5.0.2 and Annex F of the said Section 5

2.4 "the Consented Works Document" means the document prepared by John McAslan & Partners dated [] entitled "King's Cross Station: Heritage Partnership Agreement"

2.5 "Emergency Works" means works that may be carried out after the date of this Agreement as emergency works to the Station under section 9(3) of the Act

2.6 "the GPDO 2015" means the Town and Country Planning (General Permitted Development) (England) Order 2015

2.7 "Listed Building Consent" means listed building consent granted by the Council pursuant to the Act and this Agreement in respect of the Consented Works and subject to any applicable conditions

2.8 "the Partners" means the Council, the Applicant and Historic England

2.9 "Planning Permission" means any planning permission whether granted pursuant to an application, appeal, a development order (including the GPDO 2015), or deemed to be granted pursuant to any enactment or other legislative provision

2.10 "the Plan " means the plan attached to this Agreement at Annex A to this Agreement

2.11 "the Regulations" means the Planning (Listed Buildings and Conservation Areas) (Heritage Partnership Agreements) (England) Regulations 2014

2.12 "Schedule " means the schedule to this Agreement

2.13 "the Station" means the land and buildings known as Kings Cross Station, Euston Road, London together with the area known as Kings Cross Square and which land, buildings and areas

includes the listed buildings referred to in the Schedule

3 LEGAL EFFECT

3.1 This Agreement being a deed is made pursuant to Section 26A and 26B of the Act, the Regulations, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 1 of the Localism Act 2011 and all other enabling powers and grants Listed Building Consent in respect of the Consented Works to be carried out to the Station in accordance with the provisions of this Agreement.

3.2 No part of the Consented Works Document (other than Section 1) shall form part of this Agreement save and to the extent that any section, drawing, plan or other part of the Consented Works Document is specifically incorporated or referred to in this Agreement.

3.2 The provisions of this Agreement are enforceable by the Council against the Applicant as provided herein and against any person deriving title to any part of the Station from the Applicant and this Agreement's provisions may be enforceable by the Council under any relevant statutory powers.

3.3 Words importing the singular shall include the plural and the masculine gender shall include the feminine and neuter genders and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

3.4 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.

3.5 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

3.6 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and Historic England the successors to their respective statutory functions.

4 THE APPLICANT'S OBLIGATIONS

The Applicant hereby covenants with the Council as follows:

Consented Works

4.1 Not carry out and not to permit the carrying out of the Consented Works other than in strict accordance with this Agreement.

4.2 Subject to any relevant provision in this Agreement, not to carry out any alterations, repairs, modifications or similar works to the Station unless such alterations, repairs, modifications or similar works are specified as Consented Works under this Agreement.

4.3 In the event of the Council notifying the Applicant in writing that (in the opinion of the Council) alterations, repairs, modifications or similar works being carried out to the Station are not Consented Works and specifying the reasons for such opinion, to cease all such alterations, repairs, modifications or similar works immediately and not to re-commence any such alterations, repairs, modifications or similar works without the express written permission of the Council or the grant on application of a Listed Building Consent.

Demolition works

4.4 Subject to any relevant provision of this Agreement, not to carry out any demolition works in respect of the Station unless such works form a necessary part of the Consented Works.

Planning Permission

4.5 In the event of any works (whether or not such works are included within the Consented Works) to the Station require planning permission, not to carry out any such works without a prior grant of planning permission for such works.

5 MISCELLANEOUS

The Partners to this Agreement acknowledge and agree that the following works fall outside the controls of this Agreement:

5.1 works which are (in the opinion of the Council) "de minimis".

5.2 works which are not Consented Works under the provisions of this Agreement and which do not affect the character of the Station as a building of special architectural or historic interest.

5.3 Emergency Works

6 REVIEW, VARIATION AND TERMINATION

6.1 Subject to the following provisions of this Clause 6, this Agreement will take effect on the date it is made and shall terminate on the tenth anniversary of that date.

6.2 Any Consented Works not commenced prior to the date of termination of this Agreement shall not be carried out unless approved by an express grant of listed building consent under the Act pursuant to an application to the Council.

6.3 As soon as reasonably practicable and not later than two months after both the fifth and ninth anniversaries of the date of this Agreement, the Applicant shall invite the Partners to attend a meeting (the 'Review Meeting') for the Partners in order to discuss the provisions of this Agreement and how the provisions are or have been implemented. If one or more of the Partners shall accept the invitation to attend a Review Meeting within 21 days of receipt of the invitation, the Applicant shall, as soon as reasonably practicable and not later than one month from the date of acceptance of the invitation, convene the Review Meeting.

6.4 Should any issues arise from the Review Meeting, the Partners shall co-operate and engage in good faith in order to seek to resolve any issues concerning the operation of the Agreement.

6.5 Throughout the term of the Agreement the Council may convene annual meetings ("Listed Building Group Meetings") between the Partners, as an informal opportunity to review the operation of this Agreement and address any issues arising, and as an opportunity for the Applicant to appraise with the other Partners any emergency works, or future projects anticipated, or the addition, removal or modification of works under this Agreement and for the avoidance of doubt the Listed Building Group Meetings are separate from the Review Meetings.

6.6 This Agreement shall terminate on the tenth anniversary of the date of this Agreement unless the terms of this Agreement are renewed in accordance with Clauses 6.7 and 6.8 of this Agreement.

6.7 This Agreement is renewable at the request of the Applicant for subsequent 10 year terms upon the written agreement of the other Partners. A request for renewal shall be made in writing to the Council and Historic England not less than three 3 months prior to the termination of the relevant term of this Agreement.

6.8 At the time of any such renewal the Partners may determine and agree in writing any modifications to this Agreement including but not limited to the definition of Consented Works.

7 IT IS HEREBY AGREED AND DECLARED by the Partners
 7.1 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.

7.2 This Agreement will be registered as a local land charge.

7.3 The Applicant agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

7.4 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.

7.5 The Applicant 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 indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Applicant 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.

8 RIGHTS OF THIRD PARTIES
 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

9 INVALID PROVISIONS
 If any provision in this Agreement shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

10 JURISDICTION
 This Agreement is governed by and interpreted in accordance with the law of England and the Partners agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

SCHEDULE 1
 THE STATION
 The buildings, linked buildings and areas as defined in this Schedule 1 shall be treated for the purposes of this Agreement to mean the Station (as defined in this Agreement) and as identified on plans in Annex A (Plan 1) and Annex B (B1, B2, B3, B4, B5 and B6), as follows:

- Historic Basement
- Network Rail Plant Room and Shared Service Yard
- Platform 0 with Eastern Range above
- Southern Elevation and Colonnade, including West Tower, Clock Tower and East Tower
- Main Train Shed, including the Over Platform Bridge
- Western Range comprising Southern Wing; Central Block; Booking Hall (within Central Block); 'Bomb Gap'; Northern Wing; Link Building; North West Building; Platform 8/9 Walk Through and Northern Building
- Platform 8/9 Canopy
- Suburban Train Shed
- Concourse, including the Concourse Mezzanine
- ANNEX B – Plans B1 to B6 (as referred to in Schedule 1)

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

EXECUTED AS A DEED BY)
 NETWORK RAIL LIMITED)

EXECUTED AS A DEED BY)
 THE HISTORIC BUILDINGS AND)
 MONUMENTS COMMISSION FOR ENGLAND)

THE COMMON SEAL OF THE MAYOR)
 AND BURGESSES OF THE LONDON)
 BOROUGH OF CAMDEN was hereunto)

Affixed by Order:-)

.....
 Authorised Signatory