

DATED

5 July

2019
~~2018~~

**(1) PHILIP NELSON, PHILOMENA GIBBONS, MARK DE RIVAZ, GRAHAME
RUSSELL, NICHOLAS COGHILL, and ANNE STEVENS as Trustees of the 7/7
TAVISTOCK SQUARE MEMORIAL TRUST**

- and -

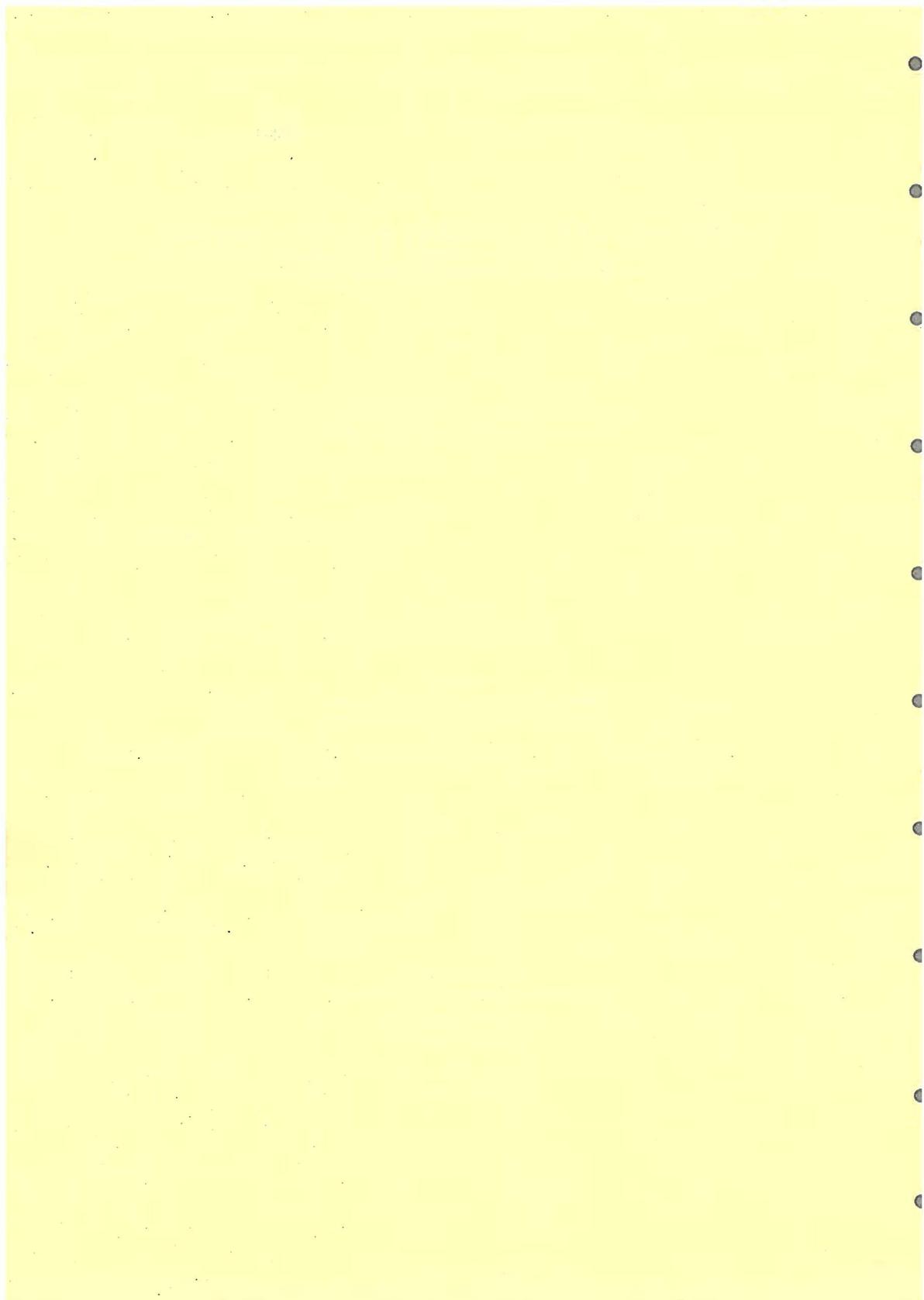
**(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

AGREEMENT

relating to
the gifting of a memorial to be situated in
Tavistock Square, London WC1H 9RE

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

Tel: 020 7974 1947
Fax: 020 7974 2713



THIS AGREEMENT is made on the 5th day of July 2019
~~2018~~

B E T W E E N

- (1) **PHILIP NELSON** of Flat 12, 13 Tavistock Place, London, WC1H 9SH, **PHILOMENA GIBBONS** of 11 Southcote Avenue, Surbiton, Surrey, KT5 9JW, **MARK DE RIVAZ** of Crowbook, 7 Drury Lane, Hunsdon, Herts, SG12 8NU, **GRAHAME RUSSELL** of 8 Russett Road, East Peckham, Tonbridge, Kent, TN12 5BS, **NICHOLAS COGHILL** of the Small House, Hawthorn Lane, Farnham Common, Buckinghamshire, SL2 3SW and Reverend **ANNE STEVENS** of 6 Sandwich Street, London, WC1H 9PL as Trustees of the **7/7 TAVISTOCK SQUARE MEMORIAL TRUST** (Registered Charity Number 1149388), a charitable trust whose registered office is at 29A Montague Street, Bloomsbury, London, WC1B 5BL ("the Trust")
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (the "Council")

WHEREAS:

- (A) On 7 July 2005, fifty two people were killed when suicide bombers detonated three bombs aboard London Underground trains and a fourth on a double-decker bus near Tavistock Square (the "Terrorist Attack").
- (B) The Trust was established to promote human rights, conflict resolution and reconciliation and religious and racial harmony by educating the public in such subjects through the conduit of an annual lecture and to campaign for, establish and maintain a public memorial in Tavistock Square, London, WC1 to recognise all those affected or lost as a result of the Terrorist Attack. and The Trust has designed a memorial to commemorate those who died near Tavistock Square ("the Memorial"). The Trustees wish for the Memorial to be situated within Tavistock Square.
- (C) The Trustees are able to apply for planning permission on the Council-owned property at Tavistock Square. Should planning permission be granted for the Memorial, this Agreement provides for the transfer of ownership of the Memorial once in situ and allocates responsibility for its maintenance.

- (D) This Agreement is entered into in accordance with the powers under Section 111 of the Local Government Act 1972 (as amended).

IT IS AGREED AND DECLARED as follows:

1. This agreement is for the construction and installation of the Memorial at Tavistock Square, as described in the planning permission ref 2017/4426/P ("the Planning Permission").
2. The Trust shall be responsible for the construction of the Memorial and the placement of the Memorial within Tavistock Square ("the Works"), in accordance with the terms and conditions of the planning consent and a method statement agreed with the council ("the Methodology"), and for the avoidance of all doubt, payments for all costs associated with the works including insurance of the Works and the Memorial until such time as the ownership of the Memorial is transferred, shall be the sole responsibility of the Trust, and the Council accepts no liability in this respect. . The Trust shall use reasonable endeavours to ensure the memorial is completed within the timeframe defined in the Methodology.
3. Within no more than two weeks of the Council and the Trust agreeing that the works have been completed in accordance with Clause 2 above, the Trust shall gift the Memorial to the Council. This shall be achieved by confirmation by both the Trust and the Council in writing that ownership of the Memorial has passed to the Council.
4. At the time of transfer of ownership referred to in clause 3, the Trust shall pay to the Council the sum of £7,500 (seven thousand, five hundred pounds) ("the Sum") as a donation towards the ongoing maintenance of the Memorial. The Sum shall be paid in one instalment.
5. The Council shall utilise any part of the Sum received solely for the purposes of carrying out the maintenance of the Memorial in a good and workmanlike manner and in accordance with the principles of sound financial management, always provided that the Council shall not at any time be obliged to carry out any

maintenance to a value in excess of that part of the Sum received in accordance with clause 4.

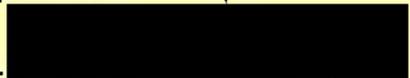
6. From the date of transfer of ownership to the Council, the Council shall:
 - a. Subject to Clause 5, maintain and repair the Memorial to a reasonable standard; and
 - b. Maintain adequate insurance to cover the Memorial for damage howsoever caused, and for third party liability including occupier's liability.

7. The Council and its successors in title shall retain the Memorial within Tavistock Square for such time as the Sum is available for maintenance and repairs and Tavistock Square remains used as a space open to the public.

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



EXEC
By **PHILIP NELSON** in his capacity as Trustee of the)
717 TAVISTOCK SQUARE MEMORIAL TRUST)
in the presence of:)



.....
Witness Signature

Witness Name JENNIFER HILLS
Address 5, ELMWOOD HOUSE, RUSHCROFT ROAD, LONDON, SW2 1JL
Occupation RECRUITMENT CONSULTANT

THIS IS A CONTINUATION OF THE AGREEMENT IN RELATION TO THE GIFTING OF
A MEMORIAL TO BE SITUATED IN TAVISTOCK SQUARE, LONDON WC1H 9RE .

EXECUTED AS A DEED)
By PHILOMENA GIBBONS in her capacity as Trustee of the)
7/7 TAVISTOCK SQUARE MEMORIAL TRUST)
in the presence of:)

..... GRAHAME RUSSELL
Witness Signature

Witness Name GRAHAME RUSSELL
Address 8 RUSSETT ROAD EAST PECKHAM TW12 5BS
Occupation RETIRED

EXECUTED AS A DEED)
By MARK DE RIVAZ in his capacity as Trustee of the)
7/7 TAVISTOCK SQUARE MEMORIAL TRUST)
in the presence of:)

..... PHILOMENA GIBBONS
Witness Signature

Witness Name PHILOMENA GIBBONS
Address 11 SOUTHCOTE AVENUE, SURBITON, KT5 9JW
Occupation DEPUTY DIRECTOR

EXECUTED AS A DEED)
By GRAHAME RUSSELL in his capacity as Trustee of the)
7/7 TAVISTOCK SQUARE MEMORIAL TRUST)
in the presence of:)

..... ANNE STEVENS
Witness Signature

Witness Name ANNE STEVENS
Address 6 SANDWICH ST, LONDON WC1H 9PL
Occupation PRIEST

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A MEMORIAL TO BE SITUATED IN TAVISTOCK SQUARE, LONDON WC1H 9RE**

EXECUTED AS A DEED)

By NICHOLAS COGHILL in his capacity as Trustee of the)
717 TAVISTOCK SQUARE MEMORIAL TRUST)

in the presence of:)

.....
Witness Signature

Witness Name TRACY COGHILL

Address 7 BISHOPS GATE, LONDON EC2N 3AR

Occupation RISK AND COMPLIANCE OFFICER

EXECUTED AS A DEED)

By ANNE STEVENS in her capacity as Trustee of the)
717 TAVISTOCK SQUARE MEMORIAL TRUST)

in the presence of:)

.....
Witness Signature

Witness Name MARCH DE RINAZ

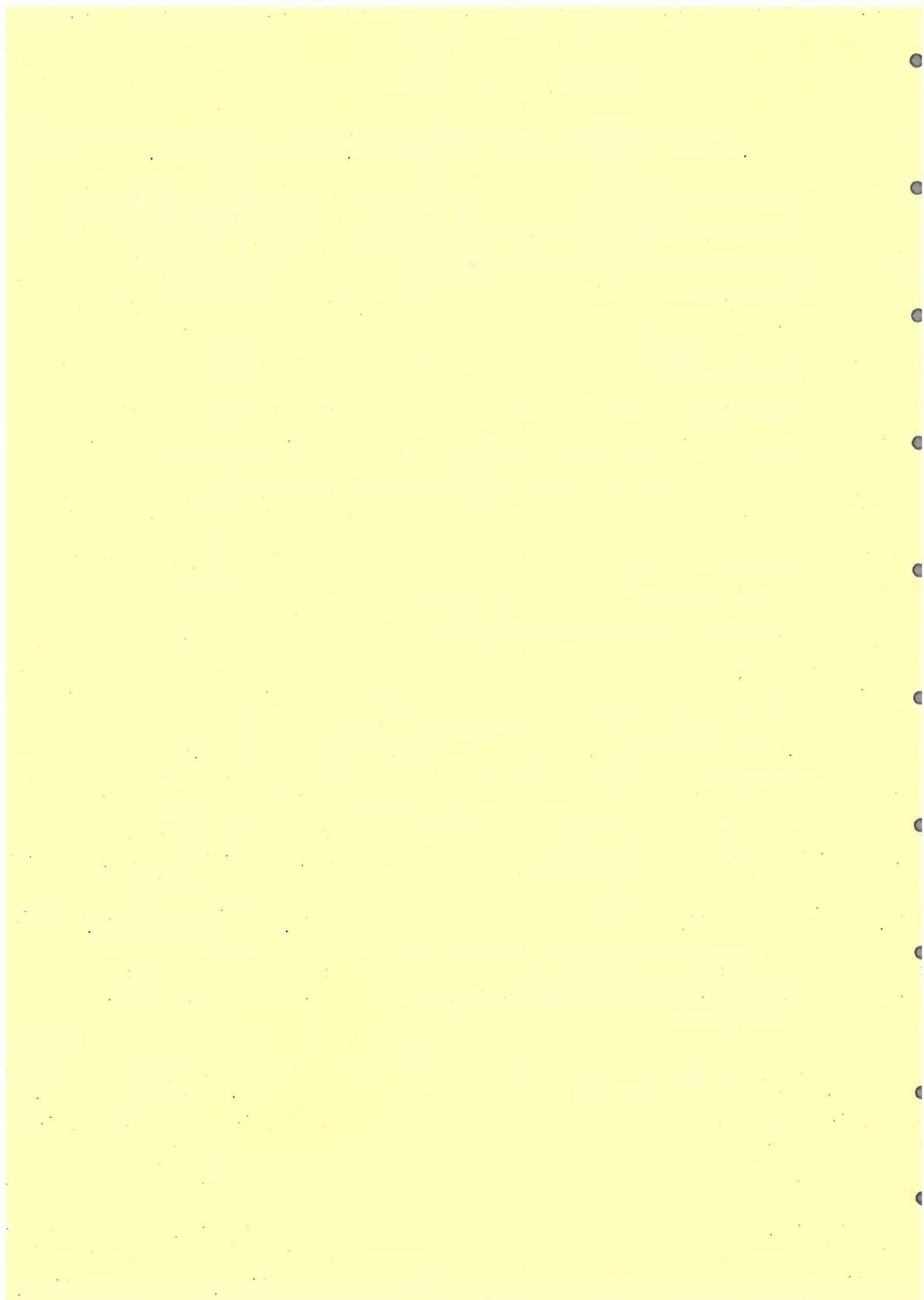
Address 7 DRURY LANE, HANSDON SQ 12 8NU

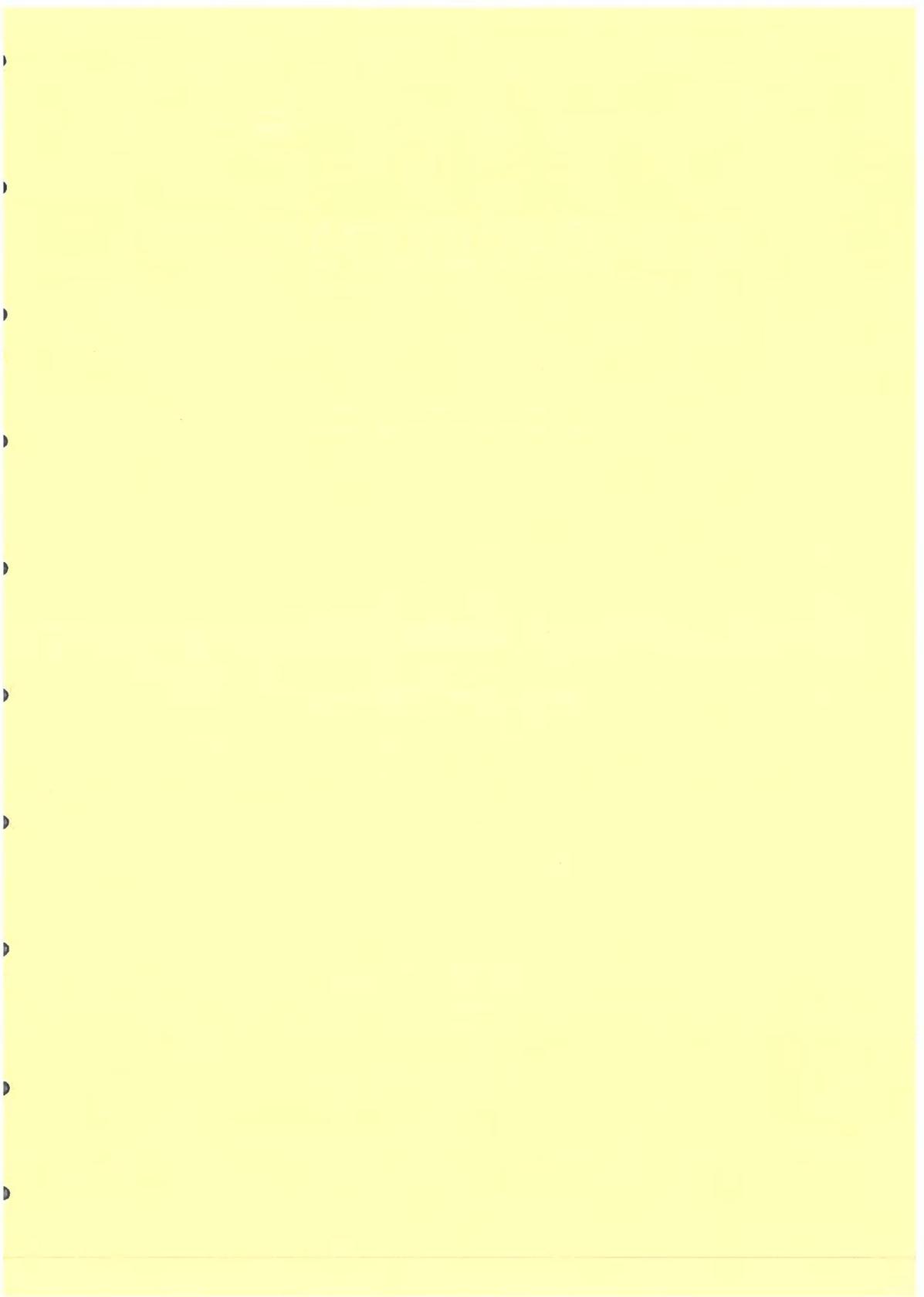
Occupation RETIRED

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

.....
Authorised Signatory







DATED

5 July

2019
~~2018~~

**(1) PHILIP NELSON, PHILOMENA GIBBONS, MARK DE RIVAZ, GRAHAME
RUSSELL, NICHOLAS COGHILL, and ANNE STEVENS as Trustees of the 7/7
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