

DATED

8TH APRIL

1999

(1) BPG SOLUTIONS LIMITED

-and-

(2) THE TRUSTEES OF THE BRITISH MUSEUM

-and-

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

AGREEMENT

Relating to land known as
21-31 New Oxford Street, London WC1
pursuant to Section 106 of the
Town and Country Planning Act 1990
(as amended) and Sections 38(1) and
278 of the Highways Act
1980 (as amended)

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

Ref: CLS/ENV/INPC/10016443

Tel: 0171 413 6927

Fax: 0171 860 5659

envsec3/pritpal/106-parkes

THIS AGREEMENT is made the 8TH day of APRIL 1999

B E T W E E N:

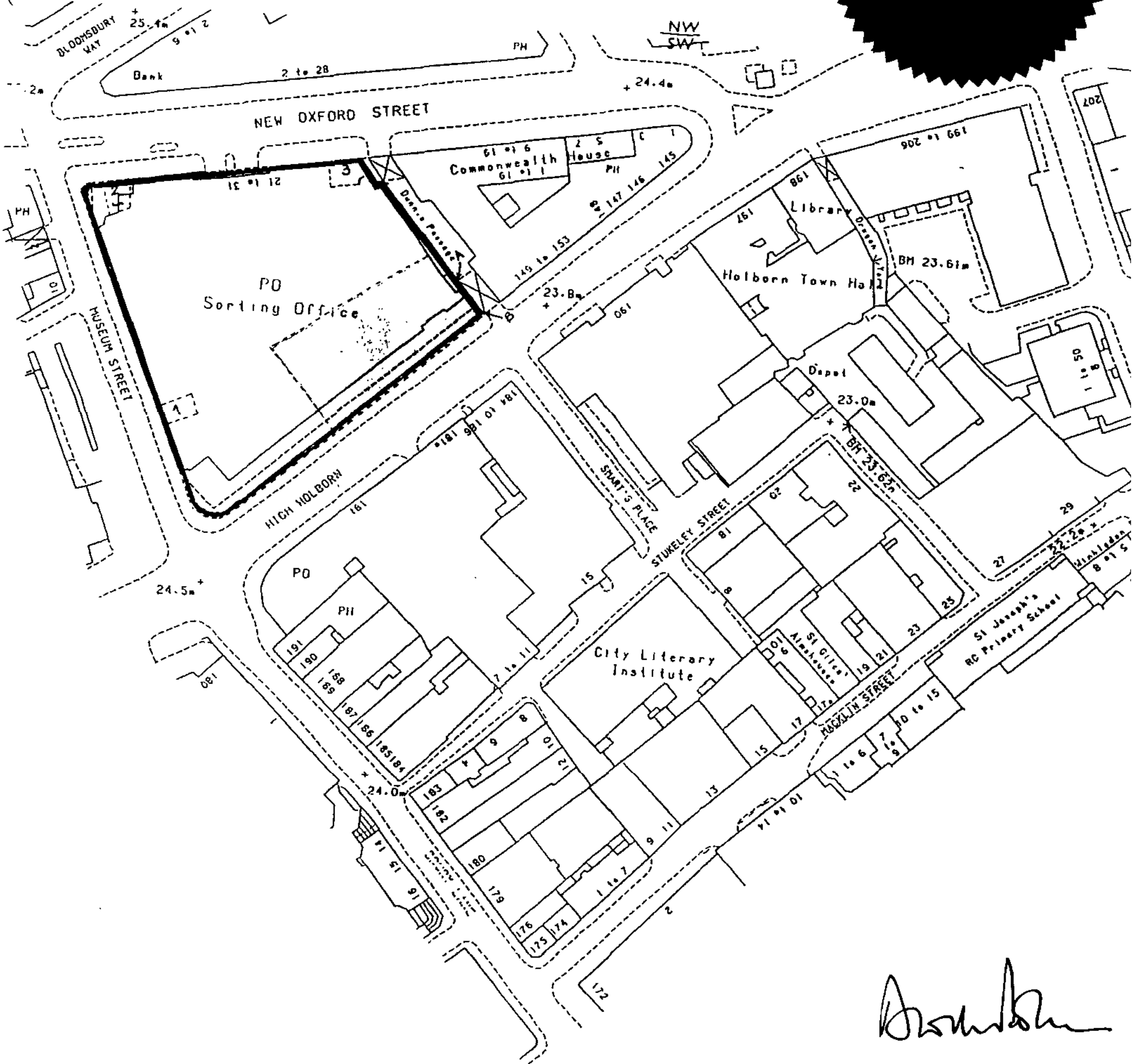
1. **BPG SOLUTIONS LIMITED** whose registered office is situate at 30 Aylesbury Street London EC1R 0ER (hereinafter called "the Developer") of the first part
2. **THE TRUSTEES OF THE BRITISH MUSEUM** of The British Museum London WC1B 3DG (hereinafter called "the Owner") of the second part
3. **THE MAYOR AND BURGESS OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS

- 1.1. The Owner is registered at HM Land Registry with Title absolute under Title Number NGL 732336 as the Leasehold proprietor of the Property.
- 1.2. The Council is the local planning authority for the purposes of the Act
- 1.3. The Owner and Developer are interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4. A planning application was submitted to the Council on 10th April 1997 to which subsequent revisions have been made.
- 1.5. 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.
- 1.6. For that purpose the Owner and the Developer are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act
- 1.7. The Council has resolved to grant planning permission upon the Application subject to the conditions set out in the planning permission of even date herewith and subject to the covenants undertakings and restrictions herein contained

2. **DEFINITIONS**

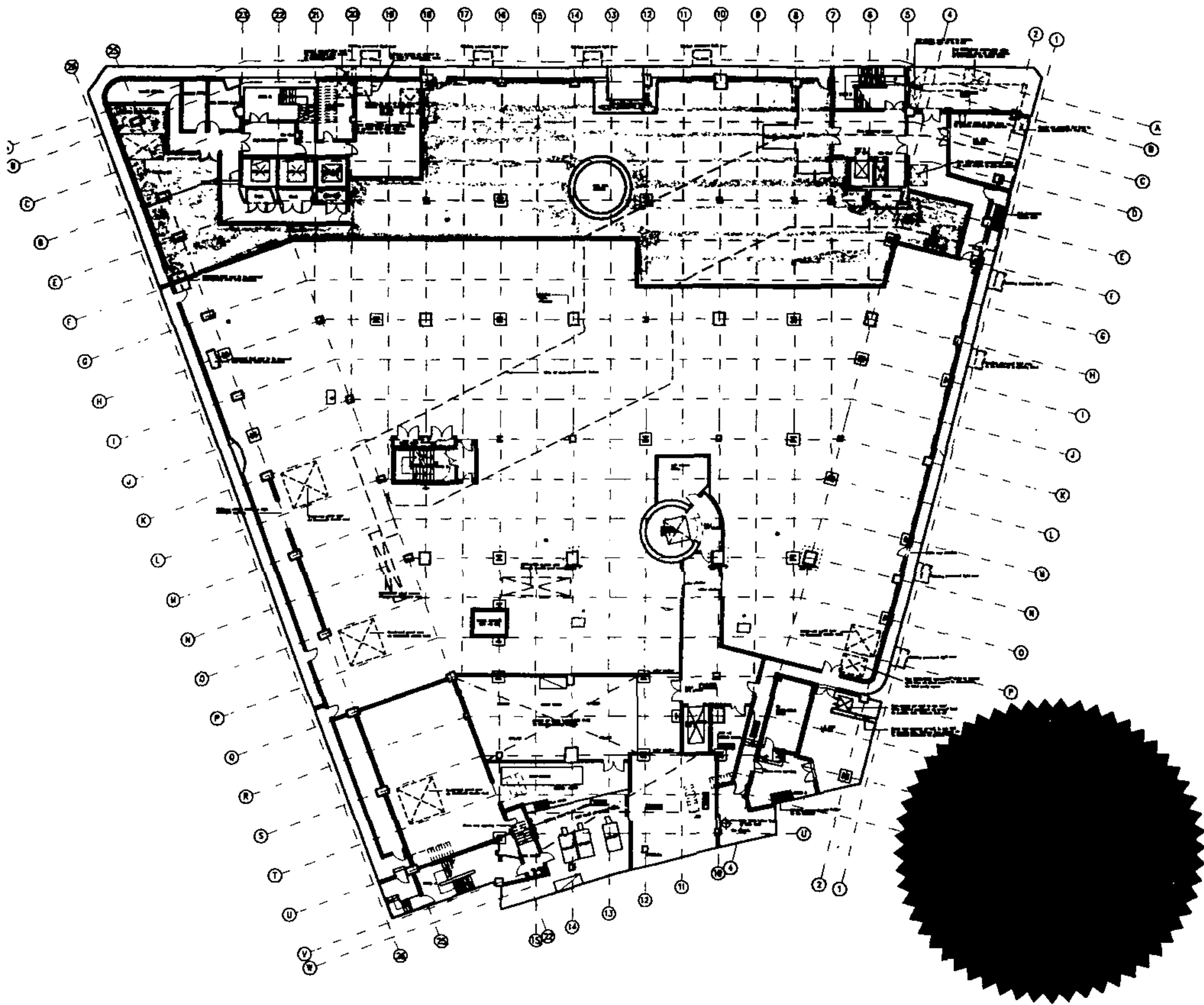
In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-



Aswinton
Plan A

This OFFICE COPY shows the state of the title plan on **17 JUNE 1998** and is admissible in evidence to the same effect as the original. This office copy of the title plan may be subject to minor distortions in scale.
 Issued on **18 JUNE 1998** by the Harrow District Land Registry.
 Crown copyright. Produced by HMLR. Further reproduction in whole or part is prohibited without the prior written permission of the Ordnance Survey. Licence Number GD272723.

17/6/98



Drumlan
"plan C"

P1 REVISED TO CURRENT GA
PRELIMINARY FOR INFORMATION
rev description
PRELIMINARY

10.02.99 *[Signature]*
date
Codref: SK(03)60

client
BOVIS CONSTRUCTION LIMITED

project
BRITISH MUSEUM STUDY CENTRE

drawing
BRITISH MUSEUM CONCEPT PLANS
BASEMENT STUDY

scale
1:500

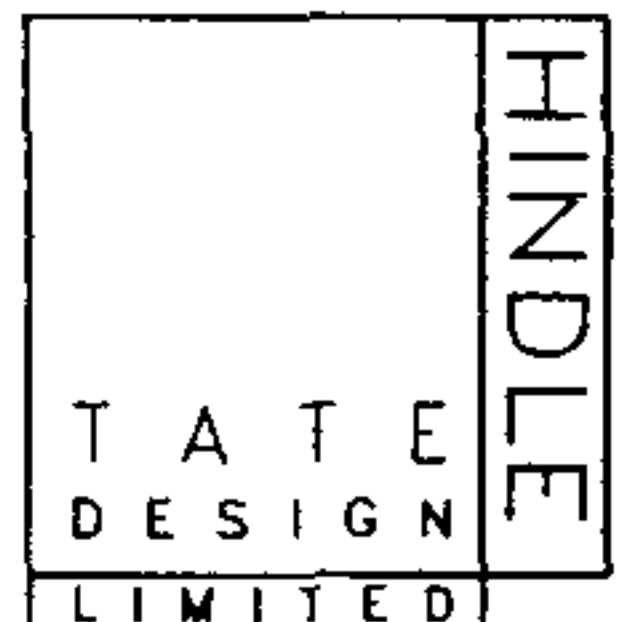
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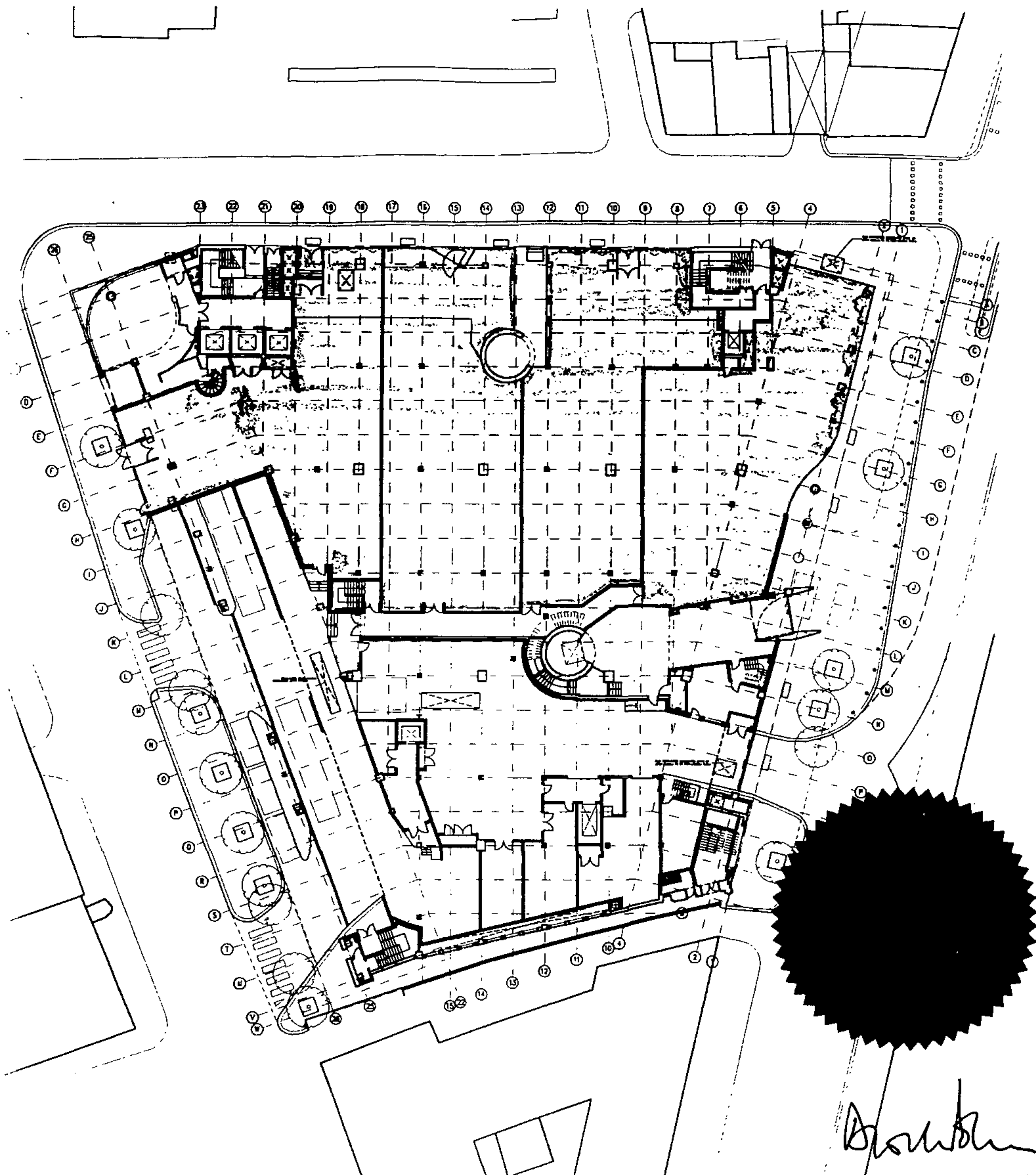
date
10.02.99

job
726

dwg
SK(03)60

revision
P1





P1 REVISED TO CURRENT GA
PRELIMINARY FOR INFORMATION

rev description

10.02.99

10.02.99

date

Cadref: SK(03)62

client
BOVIS CONSTRUCTION LIMITED

drawing
BRITISH MUSEUM CONCEPT PLANS
GROUND FLOOR

project
BRITISH MUSEUM STUDY CENTRE

scale
1:500

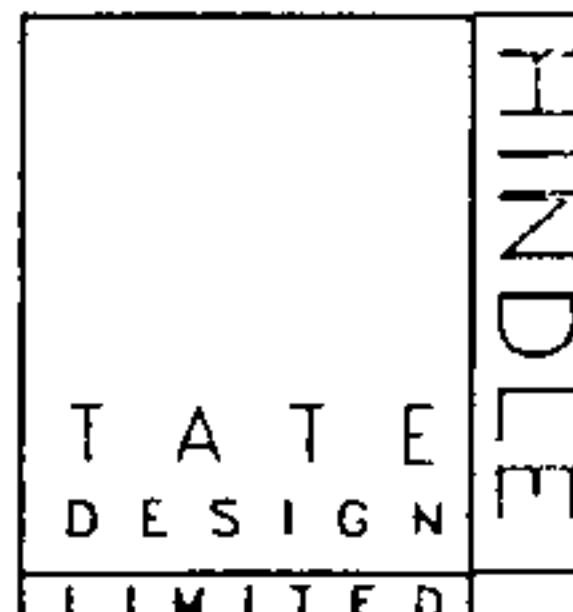
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date
10.02.99

job
726

dwg
SK(03)62

revision
P1



- (ii) providing new crossovers to and from the service yard on High Holborn
 - (iii) improving pedestrian conditions at the New Oxford Street/Museum Street/Bloomsbury Street Junction
- 2.7. "the AIIRP" the All Items Index of Retail Prices published by HM Government or such other body on which responsibility for compiling and otherwise in connection with the Index shall devolve.
- 2.8. "the Implementation Date" the implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act [excluding any operation relating to soil investigations, works or investigations in respect of land contamination, archaeological investigations, the clearance of the Property, any temporary works including the erection of temporary fencing and the erection of hoardings]
- 2.9. "the Planning Permission" a planning permission granted for the Development in the draft form annexed hereto
- 2.10. "the Property" 21-31 New Oxford Street, London WC1 which for the purposes of identification only is shown edged red on plan A attached hereto
- 2.11. "the Third Party Space" 4,508 sqm of floorspace at basement and ground floor level of the Property being the areas to be given planning consent for uses within classes A1, A2, A3, B1 and D2 and which are shown edged blue on the plans C and D attached hereto.

NOW THIS DEED WITNESSETH as follows:-

3. 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 shall be enforceable by the Council against the Owner and against any person deriving title to the Property from the Owner
4. This Agreement is entered into pursuant to Section 38(1) and 278 of the Highways Act 1980 (as amended)
5. It is hereby agreed between the parties that save for the provisions of clauses 14.5 and 14.6 below which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner and Developer upon the Implementation Date
6. No person shall be liable for a breach of a covenant contained in this Agreement after he shall have parted with all interest in the Property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest. Provided that and it is hereby agreed for the purposes of this Agreement that any person shall be regarded as having parted with all interest in the Property and thereby exonerated from any liability under the Agreement if such person shall have granted a lease of the Property for a term in excess of 99 years.
7. No individual person being a Trustee of the British Museum shall have any liability hereunder save as a member of the body of Trustees of the British Museum and any such liability of the Trustees shall be limited to the assets under their control as such trustees and no individual shall have any liability hereunder after he or she has ceased to be a Trustee
8. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement
9. If the Planning Permission is quashed revoked or otherwise withdrawn or expires before it has been implemented this Agreement shall cease to have effect

10. THE OWNER and the Developer hereby covenant with the Council:-

- 10.1. To ensure that any fitness club within the completed Development is used for no other purpose (more particularly a night club) within Class D2 of the Town and Country Use Classes Order 1987 without prior written permission from the Council (which shall not be withheld if a valid planning permission for the new use has been obtained)
- 10.2. That prior to any letting of the ground floor of the Third Party Space the Developer or other proposed lessor will complete and submit a memorandum of the lease in the draft form annexed hereto (detailing the proposed planning use) to be entered into in respect of such space to the Director of Environment (quoting planning reference PS9704327R3). The consent of the Director of Environment will be required prior to the execution of any binding lease. This consent is not to be unreasonably withheld or delayed and if no response has been received by the Developer or other proposed lessor within 28 days of the submission of the said memorandum from the Director of Environment then such consent shall be deemed to be expressly given.
- 10.3. Any lease of the Third Party Space shall include a proviso requiring all sub leases or assignments to include details of the obligation in 10.2 above

11. The Developer hereby covenants with the Council:-

- 11.1. To pay the Financial Contribution to the Council prior to the Implementation Date.
- 11.2. To 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.
- 11.3. That payment of the Financial Contribution under this Agreement shall be made by sending the full amount in the form of a Banker's Draft or Solicitor's Client Account cheque to the Council together with a letter specifically referring to the name date and parties to the Agreement and citing the clause of the Agreement to which the payment relates such letter to be addressed to the Finance and Business Unit, Environment Department, Camden Town Hall, Argyle Street, WC1H 8QE or by telegraphic transfer to London Borough of Camden, Co-operative Bank, Islington Branch, Islington High Street, London W1 9TR; Sort Code 08-90-33, Account No: 61030019.
- 11.4. That it will observe and perform the conditions restrictions and other matters mentioned herein

12. The Owner and the Developer each covenant with the Council that it will not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement.
13. **The Council hereby covenants with the Owner and the Developer:**
 - 13.1. That on receipt of 3 months notice jointly from the Owner and Developer to expire following completion of the Development it will provide to the Owner and Developer a schedule of works and use its reasonable endeavours to complete the Highway Works in accordance with the said Schedule within 12 months of receipt of the notice from the Owner and the Developer
 - 13.2. That it will use its reasonable endeavours to ensure that the Highway Works are carried out as economically as possible
 - 13.3. That if the cost of the Highway Works is less than the Financial Contribution the balance of the Financial Contribution together with interest thereon shall be repaid to the Developer within 6 months of the completion of the Highway Works **PROVIDED ALWAYS** that the Council reserve the right to deduct all proper and reasonable costs and expenses (including administrative expenses) incurred by the Council in performing its obligation under this clause 13.
 - 13.4. That upon completion of the Highway Works all those Highway Works outside the Property shall be adopted by the Council as a highway maintainable at the public expense.
14. **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that:-
 - 14.1. This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any other capacity
 - 14.2. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice to be served under or in connection with this Agreement any such notice shall be in writing and shall specifically refer to the name date and parties to the Agreement and to cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the The London Borough of Camden, Section 106 Monitoring Officer, Forward Planning Team, Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP and in the case of notice to the Owner shall be addressed to its registered offices for the time being.

**FORM OF MEMORANDUM OF LEASE
REFERRED TO IN CLAUSE 10.2**

21-31 NEW OXFORD STREET

- 1.1 Name of proposed Tenant : _____
- 1.2 Planning category of proposed use : _____
- 1.3 Area of demise : _____ square metres
- 1.4 Length of frontage of proposed use : _____ metres
- 1.5 Scale plan attached outlining area of proposed use.

2 Following grant of this lease, the Third Party Space will be occupied as follows:-

Floor	Planning Use	Area Demised	Required Planning	Under Permission
			Maximum Square Metres	Minimum Square Metres
Ground Floor	A1		2,500	500
	A2		N/A	N/A
	A3		1,500	N/A
	B1		N/A	N/A
	D2		2,500	N/A

- 3 The location of the floor space on the Ground Floor in A1 use has not changed since the A1 use was first implemented
- 4 Following grant of this lease, not less than 30% of the available street frontage of the third party space shall be used for a use falling with Class A1 of the Use Classes Order 1987

Signed by:

[Solicitors to the] Owner/Lessor

Development Control**Planning Services**

London Borough of Camden

Town Hall

Argyle Street

London WC1H 8ND

Tel 0171 278 4444

Fax 0171 314 1975

Tate & Hindel Design Ltd.
Attn: A Tate (Ref: 726/C1/026)
215 Oxford Street
LONDON
W1R 1AG

Application No: PS9704327R3
Case File: P14/17/B

Date

Dear Sir(s)/Madam

DECISION

Town and Country Planning Act 1990

Town and Country Planning (General Development Procedure)
Order 1995

Town and Country Planning (Applications) Regulations 1988

PERMISSION FOR DEVELOPMENT - Subject to Conditions

Address :
21-31 New Oxford Street, WC1

Date of Application : 04/09/1998

Proposal :

Change of use and works of conversion from post office sorting depot and offices to a mixed use development comprising a Museum Study Centre with storage and ancillary uses (Class D1), uses within Classes (A1, A2 and A3), offices (Class B1) fitness club (Class D2) and hotel accommodation (Class C1), as shown on drawing numbers 97119/2, 726/PL(02)00, 726/SV(03)/01-14, 726/SK(05)/02-05, 726/PL(03)/0BC, 00K, 01B, 02-07, 08A, 09A, 10A & 11C, 726/PL(04)/01A & 02A, and 726/PL(05)/01B, 02B, 03B & 04C.

The Council has considered your application and decided to grant permission subject to the following conditions:

Standard condition:

The development hereby permitted must be begun not later than the expiration of five years from the date of this permission.

Standard Reason:

In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

Director Mark Gilks BA(Hons), M.Soc.Sc., MRTPI

Development Control**Planning Services**

London Borough of Camden
Town Hall

Argyle Street
London WC1H 8ND

Tel 0171 278 4444

Fax 0171 314 1975

Additional conditions:

- 1 Except with the agreement of the Local Planning Authority the ground floor of the third party space hereby permitted shall not be used otherwise than in accordance with the following restrictions:
 - (a) Not more than 2,500sqm. may used for a purpose falling within Class A1 of the Use Classes Order 1987.
 - (b) Not less than 500sqm hereby permitted shall be made available for Class A1 purposes on the ground floor and the floor space shall not thereafter be used for any purpose other than for Class A1 purposes.
 - (c) Not more than 2,000sqm shall be used for a purpose falling within Class D2 of the Use Classes Order 1987.
 - (d) Not more than 1,500sqm shall be used for a purpose falling within Class A3 of the Use Classes Order 1987.
 - (e) Not less than 30% of the available street frontage shall be use for a use falling within class A1 of the Use Classes Order 1987.
- 2 Before any work on the implementation of the retail element of the development hereby approved is begun, full details of the following shall be submitted to and approved by the Council.
 - (a) Shop Fronts Design.
 - (b) Means of refuse storage and collection.
 - (c) A scheme for the extraction of fumes.
 - (d) Sound Insulation between different uses.
- 3 The Class A3 uses hereby permitted shall not be carried out outside the following times 09.00 to 23.00 hours Monday to Saturdays and 09/00 to 22.30 on Sundays or Bank Holidays.
- 4 The details of the elevations and facing materials to be used on the building shall not be otherwise than as shall have been submitted to and approved by the Council before any work on the site is commenced.
- 5 There should be no more than twenty four car parking spaces within the site. This parking will be allocated accordingly: thirteen to the hotel use, eight to the British Museum and three to the third party space.

Director Mark Gilks BA(Hons), M.Soc.Sc., MRTPI

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Tel 0171 278 4444

Fax 0171 314 1975

- 6 The applicant will provide thirty five Sheffield Cycle Stands within the curtilage of the site. The exact location of these stands to be agreed with the Council.
- 7 There will be three bays designated for coaches and three bays designated for taxis within the curtilage of the site.
- 8 Details of the provision for access for disabled persons in compliance with the provisions of Section 4 of the Chronically & Sick and Disabled Persons Act 1970 and the 1985 Building Regulations (as amended by the Building (Disabled People) Regulations 1987) shall not be otherwise than as shall have been approved by the Council before any work on the site is commenced.
- 9 No construction shall take place until a detailed design and method statement for all foundations and other development proposed below ground level which takes account of London Underground Limited's tunnels, has been submitted to and approved by London Underground Limited.
- 10 No development shall take place until a scheme for protecting the proposed building against noise/vibration and electromagnetic interference from Underground trains has been submitted to and approved by London Underground Limited and all works which form part of such scheme shall be completed before any of the building hereby permitted is occupied.
- 11 Building work shall be carried out in strict accordance with London Underground's "Special Conditions for Work Carried Out Adjacent to the Railway".
- 12 No loading or unloading of goods, including fuel, by vehicles arriving at or departing from the premises shall be carried out otherwise than within the curtilage of the building.

Reasons for additional conditions:

- 1 1(a) & 1(b) To ensure that the premises are not used for purposes which would conflict with the Council's shopping policies or which would be likely to generate an excessive amount of vehicular traffic.

1(c) & 1(d) To safeguard the amenities of the adjoining premises and the area generally.

Development Control**Planning Services**

London Borough of Camden

Town Hall

Argyle Street

London WC1H 8ND

Tel 0171 278 4444

Fax 0171 314 1975

- 1(e) So that the Council may be satisfied that the proposed development provides an effective retail frontage.
- 2 2(a) To safeguard the appearance of the premises and the character of the immediate area.
2(b), 2(c) & 2(d) To safeguard the amenities of the adjoining premises and the area generally.
- 3 To safeguard the amenities of the adjoining premises and the area generally.
- 4 To ensure that the Council may be satisfied with the external appearance of the building.
- 5 So that the Council may be satisfied that the development hereby approved is in accordance with its vehicle parking policies.
- 6 So that the Council may be satisfied that the development hereby approved is in accordance with its vehicle parking policies.
- 7 So that the Council may be satisfied that the development hereby approved is in accordance with its vehicle parking policies.
- 8 In order to ensure compliance with the terms of the Act and Regulations.
- 9 So that London Underground Limited may be satisfied that the proposed development hereby approved adjacent to the railway is not a hazard to or at hazard from the railway.
- 10 So that London Underground Limited may be satisfied that the proposed development hereby approved adjacent to the railway is not a hazard to or at hazard from the railway.
- 11 So that London Underground Limited may be satisfied that the proposed development hereby approved adjacent to the railway is not a hazard to or at hazard from the railway.
- 12 To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises.

Development Control**Planning Services**

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London WC1H 8ND

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Informatives (if applicable)

- 1 The Council supports schemes for the recycling of bottles and cans and encourages all restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Street Environment Services (Recycling) on 0171 485 1553.

This application was dealt with by Andrew Anderson on 0171 278 4444 ext 2077.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully


Environment Department

(Duly authorised by the Council to sign this document)

DecfplanWC/TPFU

STATEMENT OF APPLICANTS RIGHT OF APPEAL FOLLOWING REFUSAL OF PLANNING PERMISSION OR GRANT OF PERMISSION SUBJECT TO CONDITIONS, AND OTHER INFORMATION

1. Appeals to the Secretary of State

If you are unhappy about the Council's decision to refuse planning permission or to grant permission subject to conditions, you may appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.

You must appeal within 6 months of the date of the decision notice using a form which is only available from The Planning Inspectorate at Tollgate House, Boulton Street, Bristol BS2 9DJ.

The Secretary of State can allow a longer period for giving notice of an appeal, but will not usually use this power unless there are special circumstances which excuse any delay in giving notice of appeal.

2. Purchase Notices

If either the local planning authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been, or would be, permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

3. Compensation

In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. These circumstances are set out in Section 108 and related provisions of the Town and Country Planning Act 1990.

4. Further Information

This permission is given subject to the time limit conditions imposed by the Town and Country Planning Act 1990 and general statutory provisions in force in the area and nothing herein shall be regarded as dispensing with such compliance or be deemed to be a consent by the Council thereunder.

Your attention is drawn to the London Building Acts 1930-39 (as amended), and the Building Regulations 1985 which must be complied with to the satisfaction of the Council's Streets Management -

Building Control Section, 6th Floor, Camden Town Hall, Argyle Street, London WC1A 8EQ (tel: 0171 278 4444).

I would also remind you that the Council's permission does not modify or affect any personal or restrictive covenants, easements etc. applying to, or affecting, either this land or the rights of any persons (including the London Borough of Camden) entitled to the benefit thereof or holding an interest in the property concerned in this development or in any adjoining property.

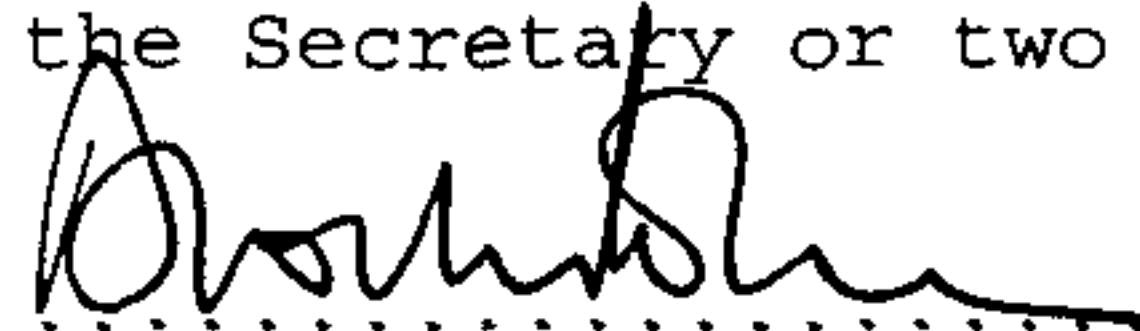
Applicants are advised to consult Streets Management Engineering Group, 4th Floor, Camden Town Hall, Argyle Street, London WC1 8EQ, regarding any works proposed to above, or under an carriageway, footway or forecourt.

**A PLANNING PERMISSION DOES NOT CONSTITUTE A LISTED BUILDING
CONSENT OR A CONSERVATION AREA CONSENT**

- 14.3. 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 the Developer 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 Developer.
- 14.4. Any sums referred to in this Agreement as payable or to be applied by the Developer 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 fraction of which ("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.
- 14.5. This Agreement shall be registered as a Local Land Charge
- 14.6. The Developer agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement
- 14.7. Upon compliance by the Owner and the Developer of their respective obligations under clauses 10 and 11 of this Agreement the Council shall upon written notice from the Owner and Developer procure the cancellation of the entry in the Local Land Charges Register for the land relating to this Agreement registered pursuant to Clause 14.5 hereof

IN WITNESS whereof the Developer has signed as a Deed and the Owner and the Council have caused their respective common seals to be affixed the day and year first above written.

SIGNED AS A DEED)
BY BPG SOLUTIONS LIMITED)
acting by a Director and)
the Secretary or two Directors:)


.....

Director

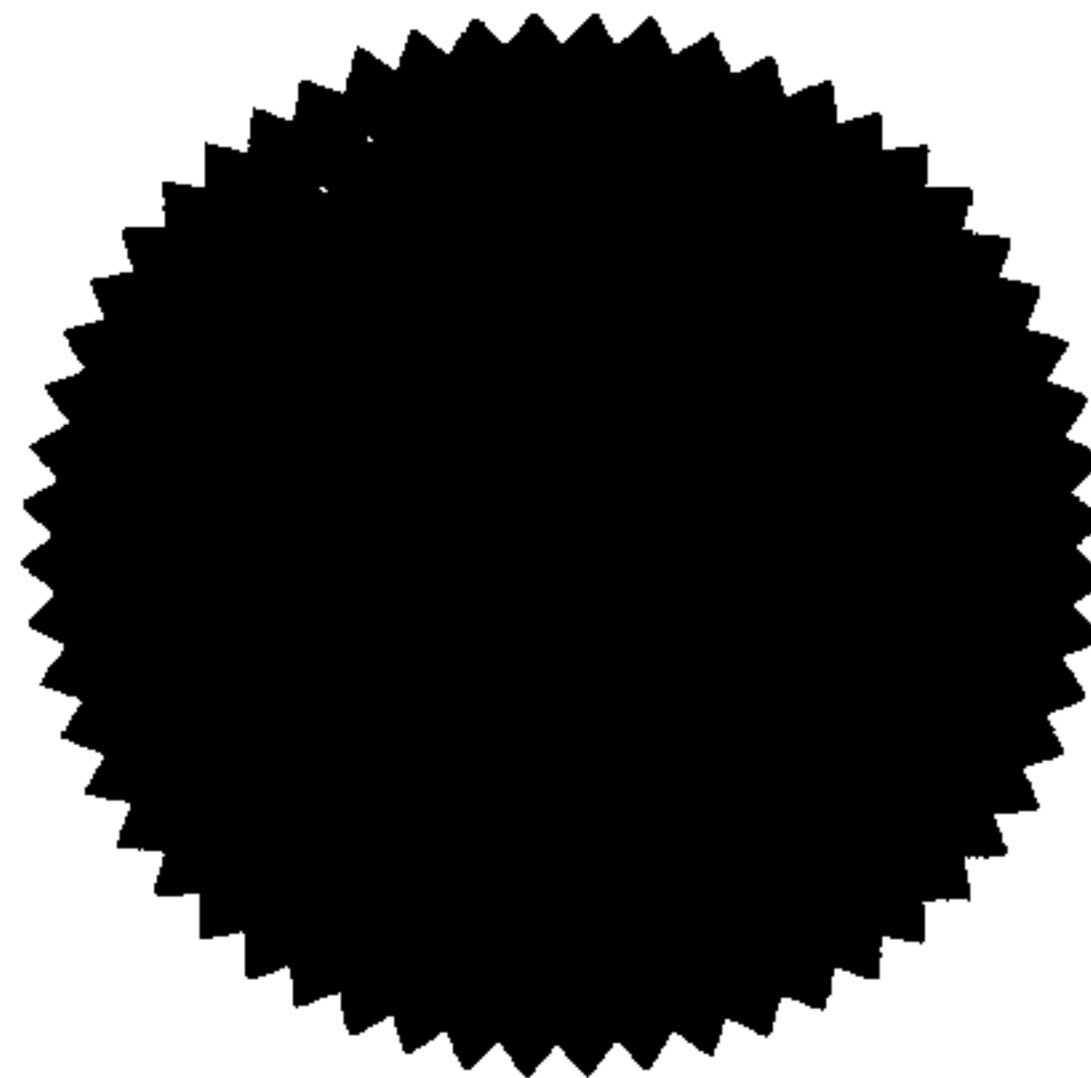

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Director/Secretary

DIRECTOR
FOR AND ON BEHALF OF
MASON'S SECRETARIAL SERVICES LTD

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

)
)
)
)







.....
Authorised Signatory

THE COMMON SEAL OF THE TRUSTEES
OF THE BRITISH MUSEUM
was hereunto affixed in the
presence of:-

)
)
)
)


.....
Trustee


.....
Secretary

DATED 8TH APRIL 1999

(1) BPG SOLUTIONS LIMITED

-and-

(2) THE TRUSTEES OF THE BRITISH
MUSEUM

-and-

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

AGREEMENT

Relating to land known as
21-31 New Oxford Street, London WC1
pursuant to Section 106 of the
Town and Country Planning Act 1990
(as amended) and Sections 38(1) and
278 of the Highways Act 1980
(as amended)

Alison Lowton
Acting Borough Solicitor
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envsec3/pritpal/106.parkes