

DATED

2021

(1) CHRISTOPHER STUART TAYLOR

and

(2) SUSAN ANNE MARTIN

and

(3) TOGETHER PERSONAL FINANCE LIMITED

and

(4) BANK OF IRELAND (UK) PLC

IN FAVOUR OF

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

**UNILATERAL OBLIGATION
relating to land known as
23 Ravenshaw Street, London NW6 1NP
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

THIS UNILATERAL OBLIGATION is made the _____ day of _____ 2021

AND IS GIVEN BY :

1. **CHRISTOPHER STUART TAYLOR** of 23A Ravenshaw Street, London NW6 1NP (hereinafter called "the Freeholder" and "the First Leaseholder") of the first part
2. **CHRISTOPHER STUART TAYLOR and SUSAN ANNE MARTIN** of 23A Ravenshaw Street, London NW6 1NP (hereinafter called "the Second Leaseholder") of the second part
3. **TOGETHER PERSONAL FINANCE LIMITED** (Registered in England and Wales, Company Registration No. 02613335), trading as Together, Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW. (hereinafter called "the First Mortgagee") of the third part
4. **BANK OF IRELAND (UK) PLC** (Registered in England and Wales, Company Registration No. 07022885) of Bow Bells House 1, Bread Street, London, EC4M 9BE (hereinafter called "the Second Mortgagee" of the fourth part

IN FAVOUR OF

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

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL826171 and NGL826176.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The First Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL635846 subject to a charge to the First Mortgagee.

- 1.4 The First Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL433290 subject to a charge to the Second Mortgagee.
- 1.6 The Second Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.7 The Freeholder, the First Leaseholder and the Second Leaseholder shall hereinafter be jointly referred to as “the Owner”.
- 1.8 A Planning Application for the development of the Property was submitted to the Council and validated on 6 August 2020 under reference number 2020/2936/P. An appeal against non-determination was made to the Secretary of State on [INSERT DATE] and was given the reference number [INSERT PINS REF].
- 1.9 The Council is the local planning authority for the purposes of the Act 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 Deed.
- 1.10 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.11 For that purpose the Owner is willing to enter into this Deed pursuant to the provisions of Section 106 of the Act.
- 1.12 The First Mortgagee as mortgagee under a legal charge registered under Title Number NGL635846 4 July 2019 is willing to enter into this Deed to give its consent to the same.

1.13 The Second Mortgagee as mortgagee under a legal charge registered under Title Number NGL433290 and dated 7 October 2016 is willing to enter into this Deed to give its consent to the same.

2. **DEFINITIONS**

In this Deed 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 "Affordable Housing" low cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents

- 2.3 "Affordable Housing Contribution" the sum of Two Hundred and Sixty Four Thousand Nine Hundred and Fifty Pounds (£264 950) to be paid by the Owner to the Council in accordance with the terms of this Deed to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden

- 2.4 "the Deed" this Planning Obligation made pursuant to Section 106 of the Act

- 2.5 "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

2.6 “Basement Approval in Principle Contribution”

the sum of One thousand Eight Hundred and Sixty Three pounds and Fifty Four pence (£1863.54) 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

2.7 “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 “Construction Management Plan”

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):-

- a) a statement to be submitted to the 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) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- c) 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);
- d) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- e) 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

2.9 “the Construction Management Plan Implementation Support Contribution”

the sum of Three Thousand One Hundred and Thirty Six pounds (£3136) to be paid by the Owner to the Council in accordance with the terms of this Deed 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"

the whole period between:

- a) the Implementation Date; and
- b) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the existing buildings

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 Development"

erection of a three storey plus basement building in accordance with Drawing Nos: Site location plan; Extant drawings 01-07; Elevations (VERSION 5 - 13 December 2020) 01-04; Plans (VERSION 5 - 13 Dec 2020) 01-07; Sections (VERSION 5 - 13 Dec 2020) 01-08; D'dSupporting documents: BIA-23RAV- BIA Structural Wall Comparison; SD-61 (Sections and Details 2); Basement Method Statement prepared by Croft Structural Engineers dated 25/05/17; Basement Impact Assessment prepared by Maund Geo-Consulting dated 1 June 2017; Scheme Structural Calculations for Planning prepared by Croft Structural Engineers dated 23/05/17; SL-50 (Structural Scheme Basement); Water Efficiency Calculation dated

14/02/2017; BRE Daylight and Sunlight letter prepared by Right of Light Consulting dated 29 June 2020; Daylight and Sunlight Study (Within Development) prepared by Right of Light Consulting dated 29 June 2020; Design and Access Statement dated 29/06/2020; Regulations Compliance Report (SAP calculations); Energy & Sustainability Statement prepared by C80 Solutions dated March 2020; 3039/1 (land survey); Noise And Vibration Assessment prepared by KP Acoustics dated 19 January 2015; Planning statement prepared by Quilichan Consultancy dated 02/07/2020; Preliminary Ecological Appraisal prepared by Urban Edge Environmental Consulting dated February 2015; Sumatra Road Flood Alleviation Project email prepared by Thames Water dated 19 May 2017; Sewer Flooding History Enquiry (Thames Water) dated 5 May 2017; Sustainability: Demolition vs. Retrofit; Building Retention vs Replacement Statement prepared by NDM Heath Ltd dated April 2017; Tree survey prepared by Tree Reports dated 4 February 2014; Groundsure - Electricity; Groundsure - Gas; Groundsure - Telecoms / Cable; Groundsure - Water and sewers; Air Quality Assessment prepared by Air Quality Assessments dated 25 February 2015; Daylight, Sunlight & Overshadowing Impact Assessment prepared by Space Strategy dated 29.03.16; Flood Risk Assessment and Surface Water Drainage Strategy for Planning prepared by UNDA dated December 2020; Proposed GIA Verification (11 Feb 2021) 01-04;

2.13 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- a) the incorporation of the measures set out in the submission document entitled (Document and % to be confirmed) reduction in CO2 emissions beyond the Part L 2013 baseline;
- b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;

2.14 "the Highways Contribution"

the sum of Seven Thousand Two Hundred and Seventy Three pounds and Twenty Four pence (£7273.24) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council in the event of receipt

for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the

Development (“the Highways Works”) these to include costs associated with the following:-

- a) removing the existing redundant vehicle crossover and replacing it with a footway;
- b) repairing any damage to the public highway resulting from the Development; and
- c) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure 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 excludes any statutory undertakers costs

2.15 "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

2.16 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.17 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.18 "the Parties" means the Council the Owner, the First Mortgagee and the Second Mortgagee
- 2.19 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 6 August 2020 under reference number 2020/2936/P.
- 2.20 "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
- 2.21 "the Planning Permission" any planning permission granted for the Development by the Secretary of State under reference [INSERT PINS REF]. pursuant to the appeal against the refusal of the Planning Application
- 2.22 "the Property" the land known as 23 Ravenshaw Street, London NW6 1NP the same as shown shaded grey on the plan annexed hereto
- 2.23 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.24 "Residents 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 residents of the locality in which the Development is situated
- 2.25 "Residents 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 Residents
Parking Bays

2.26 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- a) achieve the targets set out in the submission document entitled Energy & Sustainability Statement prepared by C80 Solutions dated March 2020 "Energy and Sustainability Statement - 23RAV-PP-08706682.PDF" and "Energy and Sustainability Reports - 23RAV-PP-08706682.PDF" and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1, CC2, CC3, CC4, C1 and DM1;
- b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use
- c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;

- d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the

Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

- 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

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

- 3.1 This Deed is made in pursuance of Section of 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 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 Deed 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, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants, undertakings and obligations contained within this Deed shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.3.1 and 4.3.2 for all relevant purposes.
- 3.8 If the Inspector shall determine and state in the decision letter that any of the planning obligations in this Deed are incompatible in any way with any of the tests for planning obligations set out at Regulation 122 of the CIL Regulations, or with case law prevailing on the date of the Planning Permission, no weight shall be attached to that obligation and the relevant obligation shall, from the date of the Inspector's decision letter, cease to have effect and the Owner shall be under no obligation to comply with it. This should not detract from the validity or enforceability of any other clause in this Deed.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING CONTRIBUTION

- 4.1.1 On or prior to the Occupation of the fifth flat comprised in the Development to pay to the Council the Affordable Housing Contribution in full.

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 **BASEMENT APPROVAL IN PRINCIPLE**

4.2.1 On or prior to the Implementation Date to:-

- (i) submit the Basement Approval in Principle Application; and
- (ii) pay to the Council the Basement Approval in Principle Contribution

4.2.2 Not to Implement or to permit Implementation of any part of the Development until such time as:-

- (i) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (ii) the Council has received the Basement Approval in Principle Application Contribution in full.

4.3 **CAR FREE**

4.3.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier 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 Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.3.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents parking Permit to park a vehicle in a Residents 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).

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.3.1 and 4.3.2 in this Deed shall continue to have effect in perpetuity.

4.3.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligations in Clauses 4.3.1 and 4.3.2 of this Deed.

4.4 **CONSTRUCTION MANAGEMENT PLAN**

4.4.1 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.

4.4.2 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.

4.4.3 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.

4.4.4 To ensure 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.

4.5 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.5.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.5.4 Following 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 Energy Efficiency and Renewable Energy 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 Energy Efficiency and Renewable Energy Plan.

4.6 HIGHWAYS CONTRIBUTION

- 4.6.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.6.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.6.3 Not to Implement nor permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.6.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.6.5 On completion of the Highway Works the Council will provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably expanded by the Council in carrying out the Highway Works.

4.6.6 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.6.7 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty-eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

4.7 **SUSTAINABILITY PLAN**

4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

4.7.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.7.4 Following 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 Sustainability 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 Sustainability 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 the 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 2020/2936/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 Deed 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 Submission of any plan for approval by the Council under the terms of this Deed 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 Deed and citing the specific clause of this Deed to which such plan relates quoting the Planning Permission reference 2020/2936/P.
- 5.6 Payment of the Basement Approval in Principle Contribution, Construction Management Plan Implementation Support Contribution and Highways Contribution pursuant to Clauses 4.1, 4.3 and 4.5 respectively of this Deed 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 Deed and citing the specific clause of this Deed to which such contribution relates quoting the planning reference 2020/2936/P. Electronic Transfer be made directly to the

National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.7 All consideration given in accordance with the terms of this Deed 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 Deed upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.8 Any sums referred to in this Deed as payable or to be applied by any party other than the Council under this Deed shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Deed 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.9 All costs and expenses payable to the Council under this Deed 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 Owner 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 Deed to be served under or in connection with this Deed and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Deed and shall cite the clause of the Deed 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 quoting the planning reference number 2020/2936/P and in the case of any notice or approval or Deed from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Deed shall be registered as a Local Land Charge.

- 6.3 The Owner hereby agrees to pay the Council the monitoring fees in the sum of £4,0843 on the date the Planning Permission is granted. For the avoidance of doubt, the Owner shall not Implement or permit Implementation until such time as the Council has received the monitoring fees in full.
- 6.5 Nothing contained or implied in this Deed 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 Deed.
- 6.6 Neither the Owner or the First Mortgagee or the Second Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Deed in respect 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 Deed (other than those contained in this sub-clause) shall not have any effect until this Deed 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 Deed shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Deed and agrees to be bound by it 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 Deed 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. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner(s) in this Deed are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

DISPUTE RESOLUTION

10.1 This Deed is conditional upon any dispute or difference of any kind whatsoever arising between the parties out of or in connection with this Deed (including without limitation any question regarding its existence validity or termination) shall be referred to arbitration before a single Expert (the “**Expert**”).

10.2 The parties shall jointly appoint the Expert not later than twenty eight (28) days after service of a request in writing by either party to do so.

10.3 If the parties are unable to agree within twenty eight (28) days as to the appointment of such Expert then the Expert shall be appointed on the application of either of the parties as follows:

10.3.1 difference or question relates to the rights and liabilities of any party or to the terms or conditions to be embodied in the Deed or document appertaining to the Deed it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society; or

- 10.3.2 difference or question relates to highway works engineering demolition building or construction works it shall be referred to a chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers; or
- 10.3.3 difference or question relates to the value of any interest in property it shall be referred to a chartered surveyor agreed upon by the parties but in default of Deed appointed at the request of either party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or
- 10.3.4 if such difference or question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties but in default of Deed by or on behalf of the President for the time being of the Royal Town Planning Institute.
- 10.4 In the event of a reference to arbitration the parties agree to:
- 10.4.1 prosecute any such reference expeditiously; and
- 10.4.2 do all things or take all steps reasonably necessary in order to enable the Expert to deliver any award (interim, final or otherwise) as soon as reasonably practicable.
- 10.5 The Expert will have the power to consolidate proceedings or hold concurrent proceedings and to order on a provisional basis any relief which he would have power to grant on a final award.
- 10.6 The award shall be in writing signed by the Expert and shall be finalised within fourteen (14) days of the hearing.
- 10.7 The award shall be final and binding both on the parties and on any persons claiming through or under them and judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

- 10.8 Unless this Deed has already been terminated each of the parties shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this Clause 10.8 but without prejudice to the rights and obligations of the parties in relation to the termination of Deed).
- 10.9 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, and any other means of enforcing this Deed and consequential and interim orders and relief.

CONTINUATION OF SECTION 106 DEED IN RELATION TO 23 RAVENSHAW STREET, LONDON
NW6 1NP

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

EXECUTED AS A DEED BY)
CHRISTOPHER STUART TAYLOR)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY)
SUSAN ANNE MARTIN)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

CONTINUATION OF SECTION 106 DEED IN RELATION TO 23 RAVENSHAW STREET, LONDON
NW6 1NP

EXECUTED AS A DEED BY)
TOGETHER PERSONAL FINANCES LIMITED))
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
BANK OF IRELAND (UK) PLC)
By)
in the presence of:-)

.....

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://beta.camden.gov.uk/web/guest/construction-management-plans>

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 Deed that may be required for things such as road closures or hoarding licences

NORTHGATE SE GIS Print Template



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DATED

2021

(1) CHRISTOPHER STUART TAYLOR

and

(2) SUSAN ANNE MARTIN

and

(3) TOGETHER PERSONAL FINANCE LIMITED

and

(4) BANK OF IRELAND (UK) PLC

IN FAVOUR OF

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

**UNILATERAL OBLIGATION
relating to land known as
23 Ravenshaw Street, London NW6 1NP
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**