

DATED

21<sup>st</sup> June

2021

(1) UNIVERSITY COLLEGE LONDON

-and-

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

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**DEED OF VARIATION**

Relating to the Agreement dated 10 March 2020  
Between University College London and the Mayor and the Burgesses of the  
London Borough of Camden,  
Dated 20 March 2020  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
256 Gray's Inn Road, London WC1X 8LD

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G:\case files\culture & env\planning\lmm\s106 Agreements (20205791/P) (DoV)  
CLS/COM/LMM/  
DoV v1

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THIS DEED is made on the 2<sup>1st</sup> day of June 2021

**BETWEEN**

1. **UNIVERSITY COLLEGE LONDON** of Gower Street, London WC1E 6BT (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**1. WHEREAS:**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL681831, NGL738534, NGL906839, NGL714067, NGL743912, and NGL805744.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Owner and the Council entered into the Original Agreement (as defined at clause 2.8 of this Deed) on 20 March 2020 pursuant to section 106 of the Act in relation to the Original Permission (as defined at clause 2.8 of this Deed) and the Council granted the Original Permission on 20 March 2020.
- 1.4 The First Variation Application (as defined in clause 2.8 of this Deed) was submitted to the Council pursuant to section 73 of the Act under planning application reference number 2020/5791/P and validated on 14 December 2020 and the Council has conditionally resolved to grant the First Variation Permission (as defined in clause 2.8 of this Deed), subject to the conclusion of this Deed.
- 1.5 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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.

1.6 Without prejudice to the terms of the other covenants contained in the Original Agreement the parties hereto have agreed to vary the terms of the Original Agreement as provided in this Deed.

**2. INTERPRETATION**

2.1 All words and phrases defined in the Original Agreement shall have the same meaning in this Deed save where the context otherwise dictates and for the avoidance of any doubt the Original Agreement shall remain in full force and effect save as varied by this Deed.

2.2 All reference in this Deed to clauses in the Original Agreement are to clauses within the Original Agreement.

2.3 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.

2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not effect the construction of this Deed.

2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

2.6 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5 and 6 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.

2.7 References in this Deed to the Owner shall include its successors in title.

2.8 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.8.1 "Deed" this first Deed of Variation made pursuant to Section 106 and 106A of the Act

- 2.8.2 "First Variation Application" the application to which the Council has allocated reference number 2020/5791/P submitted pursuant to section 73 of the Act by the Owner to the Council to vary the Original Permission
- 2.8.3 "First Variation Permission" the planning permission granted pursuant to the First Variation Application
- 2.8.4 "Original Agreement" the agreement entered into between the Council and the Owner pursuant to section 106 of the Act dated 10 March 2020
- 2.8.3 "Original Permission" means the planning permission granted by the Council on 10 March 2020 under reference 2019/2879/P

### **3. VARIATION TO THE ORIGINAL AGREEMENT**

- 3.1 The following definitions contained in the Original Agreement shall be varied as follows:

3.1.1 At Clause 2.2 of the Original Agreement:

"Housing Contribution" The sum of £1,362,386.25 (one million three hundred and sixty-two thousand three hundred and eighty-six pounds and twenty-five pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement (if required) to be applied by the Council in the event of receipt towards the provision of housing (and affordable housing) within the Borough

3.1.2 At Clause 2.19 of the Original Agreement:

"Carbon Offset Plot 3 Contribution" The sum of £30,554 (thirty thousand five hundred and fifty-four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Development

3.1.3 At Clause 2.40 of the Original Agreement:

"the Development" development carried out pursuant to a Planning Permission

3.1.4 At Clause 2.42 of the Original Agreement:

"Energy Efficiency and Renewable Energy Plan" a strategy setting out a package of measures to be adopted by the Owner in the management of each phase 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 Energy Statement produced by Hoare Lee, dated 5 June 2019 and as amended by the Energy Statement Addendum Revision 05 dated 19 February 2021 each as part of the relevant Planning Applications to achieve an overall 15% 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 6% in respect of the Plot 1 Development, and 16% in respect of the Plot 3 Development in carbon emissions using a combination of complementary low and zero carbon technologies;

- (c) written details on the proposed build-up and energy efficiency relating to the retained fabric elements in the Alexandra Wing (part of Plot 1);
- (d) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (e) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (f) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:
  - safeguarded space for a future heat exchanger;
  - provisions made in the

- building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
- the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
  - provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made.
  - Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network.
- (h) a pre-Implementation design-stage review of the relevant phase of the Development by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage NCM calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's



strategic policies on the reduction of carbon emissions contained within its Development Plan;

(i) measures to secure a post construction review of the relevant phase of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full NCM calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

(j) inclusion of the means of ensuring the provision of information relating to the implementation of the plan to the Council, and an agreed mechanism for the Council for monitoring and reviewing the implementation of the plan as required from time to time

3.1.5 At Clause 2.59 of the Original Agreement:

"the Planning Applications"

the planning applications in respect of the Development of the Property submitted to the Council under reference 2019/2879/P and

2020/5791/P and "Planning Application"  
means any one of them as relevant

3.1.6 At Clause 2.61 of the Original Permission:

"the Planning Permissions"      planning permission granted pursuant to a Planning Application in respect of the Development of the Property and "Planning Permission" means any one of them as relevant

3.1.7 At Clause 2.80 of the Original Permission:

"the Sustainability Plan"      means any one of them as relevant  
means a plan for each phase of the Development including a post construction review securing the incorporation of sustainability measures during the Construction Phase and as part of subsequent management and occupation of the Development which shall:-

(a) incorporate the measures set out in the Sustainability Statement produced by Expedition, dated 17 May 2019 and submitted and as amended by the Sustainability Statement Addendum dated 4 December 2020 each as part of the relevant Planning Applications

(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an 'Excellent' rating and attaining at least 60% of the credits

in each of Energy and Water and 40% of the credits in Materials categories;

(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 relevant phase of the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;

(d) include details of maintenance and management relative to sustainability measures included in the Sustainability Plan;

(e) include measures to secure a post construction review of the relevant phase 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 that phase of the Development and will be maintainable in the Development's future management and occupation; and

(f) inclusion of the means of ensuring the provision of information relating to the implementation of the plan to the Council, and an agreed mechanism for the Council for monitoring and reviewing the implementation of the plan as required from time to time

3.1.8 Clause 4.21.1 and 4.21.2 of the Original Agreement shall be deleted and replaced with the following:

4.21.1 On or prior to the Commencement of the Plot 1 Development to submit the Council for approval the Public Realm Plan following consultation with the Construction Working Group.

4.21.2 Not to Commence nor permit Commencement of the Plot 1 Development until such time as the Council has approved the Public Realm Plan (following consultation with the Construction Working Group) as demonstrated by written notice to that effect.

3.2 In all other respects the Original Agreement (as varied by this Deed) shall continue in full force and effect.

#### 4. **COMMENCEMENT**

4.1 Without prejudice to the effect of Clause 3.5 in the Original Agreement the provisions in this Deed shall take effect on the Commencement of the First Variation Permission and the parties agree that the Owner shall give notice of such Commencement which shall be treated as given in accordance with Clause 5.1.1 of the Original Agreement.

#### 5. **PAYMENT OF THE COUNCIL'S LEGAL COSTS**

5.1 The Owner agrees to pay the Council (on or prior to completion of this Deed) its reasonable legal costs incurred in preparing this Deed

6. **REGISTRATION AS LOCAL LAND CHARGE**

6.1 This Deed shall be registered as a Local Land Charge

**IN WITNESS WHEREOF** the Council and the Owner have caused their respective common seals to be affixed the day and year first above written.

**Executed as a Deed** by affixing )  
the common seal of )  
**UNIVERSITY COLLEGE LONDON** )  
in the presence of: )



[Redacted Signature] .....  
**Authorised Signatory**  
[Redacted Signature] .....  
**Authorised Signatory**

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

[Redacted Signature] .....  
Duly Authorised Officer



