
M E M O R A N D U M

TO: Planning and Conservation

FROM: The Director of Legal Services

cc:

My ref: LP/MS

Your Ref: Lloydon McBarnette

Room No: 313

Ext: 2180

Date 24 December, 1996

HARRINGTON PUBLIC HOUSE
25 GLOUCESTER ROAD

Please find attached a copy of a section 106 agreement completed in respect of the above premises. Please could you enter the agreement on the register.

LeVerne Parker

LeVerne Parker
For Director of Legal Services

Enc

DATED

23rd December

1996

THE MAYOR AND BURGESSES
OF THE ROYAL BOROUGH OF
KENSINGTON AND CHELSEA (1)

- and -

CITAGREP LIMITED (2)

- and -

THE PUBLIC HOUSE INVESTMENT COMPANY LIMITED (3)

- and -

THE CHEF & BREWER GROUP LIMITED (4)

- and -

SCOTTISH & NEWCASTLE plc (5)

- and -

CREDIT LYONNAIS (6)

A G R E E M E N T

Under Section 106 of the
Town and Country Planning Act 1990
(as amended by the Planning and
Compensation Act 1991)

relating to The Harrington Public House
25, Gloucester Road, Kensington

gileva/KEEP2/harring.agree

Hewitson Becke+Shaw

S O L I C I T O R S

THIS PLANNING OBLIGATION BY AGREEMENT is dated the _____ day
of _____ One thousand nine hundred and ninety-six BETWEEN
(1) THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON
AND CHELSEA of the Town Hall Hornton Street London W8 7NX
("the Council") (2) CITAGREP LIMITED of 100 New Bridge Street
London EC4V 6JA ("the First Owner") (3) THE PUBLIC HOUSE
INVESTMENT COMPANY LIMITED of 10 Cornwall Terrace Regent's Park
London NW1 4QP ("the Second Owner") (4) THE CHEF & BREWER GROUP
LIMITED of Riverside House Riverside Way Northampton NN1 5NU
("the Third Owner") (5) SCOTTISH & NEWCASTLE plc of Abbey
Brewery Holyrood Road Edinburgh EH8 8YS ("the Third Owners
Surety") (6) CREDIT LYONNAIS London Branch, ~~84-94 Queen Victoria~~
~~Street~~ London ~~EC4P 4LX~~ ^{BROADWALK HOUSE, 5 APPOLO STREET}
^{EC2A 2JP} ("the Mortgagee")

WHEREAS

(1) The Council is the local planning authority for the purposes
of the Town and Country Planning Act 1990 ("the Act") for the
area within which the land known as The Harrington Public House
25 Gloucester Road Kensington London SW7 (shown for
identification purposes outlined in red on the plan attached
hereto) is situated

(2) The First Owner has with other property the freehold
interest in the Public House registered at H.M. Land Registry
under Title No. BGL3911 which is subject to a Legal Charge dated
the 24th day of July 1995 in favour of the Mortgagee who joins
in this Agreement to consent to the binding of the Public House
by the terms of this Agreement

(3) By a Lease dated the 25th day of March 1986 made between Oceangate Limited (1) and Courage Limited (2) and registered at HM Land Registry under Title Number BGL9142 the Public House was leased for the term of 999 years and is now vested in the Second Owner

(4) By a Lease dated the 24th day of January 1996 made between The Second Owner (1) the Third Owner (2) and the Third Owners Surety (3) and registered at HM Land Registry under Title Number BGL 15553 forming part of 25 Gloucester Road Kensington ("the Property") was leased to the Third Owner for a term of years expiring on the 23rd day of June 2019

(5) By a Lease dated the 23rd day of ~~June~~ 1996 made between the Second Owner (1) the Third Owner (2) and the Third Owners Surety (3) the premises forming the remainder of 25 Gloucester Road ("the Additional Property") adjacent to the Property was leased for a term of years expiring on the 23rd day of June 2019 to the Third Owner

(6) For the purposes of this Agreement the words "the Owners" shall include where the context so admits the First Owner the Second Owner and the Third Owner

(7) For the purposes of this Agreement the words "the Property" and "the Additional Property" shall mean 25 Gloucester Road Kensington and are herein collectively called "the Public House"

(8) On the 26th day of September 1995 the Third Owner submitted a planning application reference number TP/95/2193/L/26 ("the Application") to the Council for permission to develop the Public House by changing the use of part of the ground floor and

part of the basement of the Additional Property from Class A1 (Retail) of the Town and Country Planning (Use Classes) Order 1987 ("the 1987 Order") to use as an extension to the use of the Property within Class A3 of the 1987 Order together with alterations to the front elevation of the Public House ("the Development")

(9) The Council is a local authority for the purpose of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Agreement will facilitate be conducive to and be incidental to the Council's functions

(10) The Council is satisfied that the Development is such as may be approved by the Council under the Act subject to the Owners first entering into this Agreement

(11) The Owners have therefore agreed to enter into this Agreement in order to secure the Council's objectives

NOW IT IS AGREED as follows :-

1. This Planning Obligation by agreement is made pursuant to
 - (a) Section 106 of the Act
 - (b) Section 111 of the Local Government Act 1972 and
 - (c) Section 16 of the Greater London Council (General Powers) Act 1974 to the intent that it shall bind the Owners and the Mortgagee and their successors in title to each and every part of the Public House and their assigns as provided in these sections
2. This Agreement shall be enforceable by the Council but no waiver (whether express or implied) by the Council of any breach

or default in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owners

3. No person or company shall be liable for any breach of this Agreement unless it holds an interest in the Public House in respect of which such breach occurs or held such an interest at the date of breach

4. Except for the covenant contained in clause 6 below, this Agreement is a conditional agreement and will become an absolute agreement on implementation (as defined in section 56 of the Act) of the Development by the Owners

5. This Agreement shall cease to have effect if the Development has not been implemented within five years of the date of the grant of permission (or such later date as may be agreed in writing between the parties hereto) or is quashed or is revoked or modified by any statutory procedure

6. Nothing in this Agreement shall be construed as affecting, prohibiting or limiting any right to develop any part of the Public House after the date of this Agreement granted by the Council or by the Secretary of State for the Environment or any other competent authority or granted by any development order as defined in and made under Part III of the Act

7. Nothing in this Agreement shall be construed as restricting the exercise by the Council of any powers exercisable by it under

the Act or under any other appropriate power or Authority pursuant to the provisions of the Act or any statutory amendment or re-enactment thereof and this Agreement shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or have been issued by the Council or any other appropriate person or authority pursuant to the provisions of the Act or any statutory amendment or re-enactment thereof

8. On completion of this Agreement the Third Owner shall pay the Council's and the First Owner's Second Owner's and Mortgagee's reasonable legal and Surveyors' costs (plus disbursements and Value Added Tax where applicable) for the preparation and completion of this Agreement

9. The Owners confirm that they have obtained all necessary permissions and consents required from any covenantee or any other person to them entering this Agreement

10. The Owners covenant with the Council as follows :-

(a) not to permit and to take all reasonable steps as may be necessary to prevent the consumption of food and drink within the area hatched blue on the plan attached hereto provided that this obligation shall not require any doorways to be locked or otherwise obstructed ;

(b) to ensure that prior to the commencement of the use of the Additional Property pursuant to the Development the entrance ("the Entrance") to be constructed by the

Owners pursuant to the Development comprises an entrance lobby with two sets of self-closing doors which shall not be kept propped open for any reason other than in cases of emergency or for the temporary gaining of access to the building by the Owners or their servants or agents in furtherance of their business;

(c) the Entrance is to be constructed so as to enable free and uninterrupted access to the Public House by disabled persons; and

(d) the Additional Property is only to be open for business during the general licensing hours as defined by Section 60(5) of the Licensing Act 1964 and is not to be used other than in connection with the use of the Public House as a whole

11. The Council undertakes following the completion of this Agreement to issue a planning permission in the form annexed hereto subject to the conditions restrictions provisions and other matters referred to therein

12. The Owners the Third Owners Surety and the Mortgagee hereby consent to the completion of this Agreement and acknowledge that from the date of this Agreement the Public House shall be bound by the restrictions and obligations contained herein

13. The Third Owner and the Third Owner's Surety hereby covenants with the First Owner and the Second Owner that the Third Owner shall observe and perform the covenants and

conditions contained in this Agreement and shall indemnify and keep indemnified the First Owner and the Second Owner against all losses and claims arising from any breach or non-observance of the said covenants and conditions

14. Where the context so requires :-

- (a) The singular includes the plural and vice versa and one gender includes all other genders
- (b) References to any party shall include the successors in title of that party
- (c) Where a party includes more than one person any obligations of that person shall be joint and several
- (d) Reference to any enactment includes any statutory provision amending consolidating or replacing it

15. This Agreement shall be governed by and construed in accordance in all respects with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the High Court of Justice in England in relation to all disputes and matters relating to these presents

16. This Agreement shall only be delivered as a deed upon being dated

IN WITNESS of which the Parties have executed this planning obligation by agreement as a deed on the date first above written

Hewitson Beckett & Shaw
duly authorised for and
on behalf of Citigroup
Limited

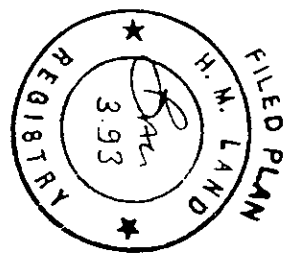
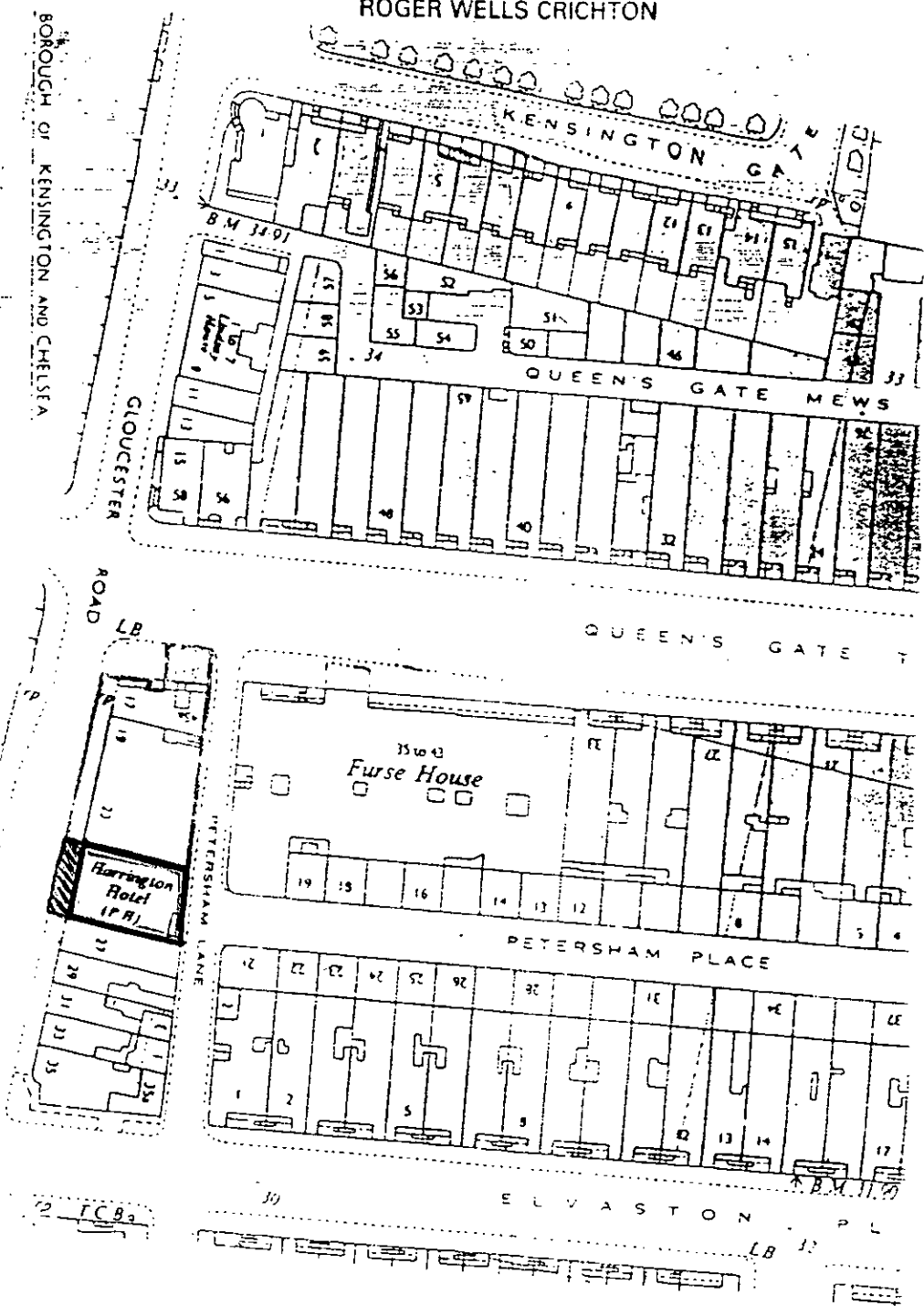
Hewitson Beckett & Shaw
duly authorised for and
on behalf of The
Public House Investment
Company Limited

Hewitson Beckett & Shaw
duly authorised for and
on behalf of The Chef
& Brewer Group Limited

Hewitson Beckett & Shaw
duly authorised for
and on behalf of
Scottish & Newcastle
plc

Hewitson Beckett & Shaw
duly authorised for
and on behalf
of Credit Lyonnais

SCOTTISH & NEWCASTLE plc
BY ITS ATTORNEY
R.W. Crichton
ROGER WELLS CRICHTON



R.W. Crichton
[Signature]

Crichton

THE COMMON SEAL of THE MAYOR)
AND BURGESSES OF THE ROYAL)
BOROUGH OF KENSINGTON AND)
CHELSEA was hereunto affixed)
in the presence of:-)

G. Burns

**PRINCIPAL
SOLICITOR**

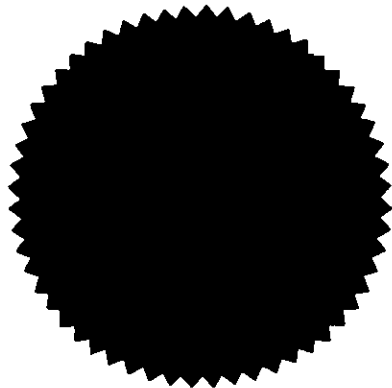
Signature of Witness *G. Burns*

Name of Witness .GRANHAM BURNS..

Address of Witness THE ROYAL BOROUGH OF KENSINGTON + CHELSEA
THE TOWN HALL, NORNTON STREET, LONDON W8 7NX

Occupation of Witness PRINCIPAL SOLICITOR

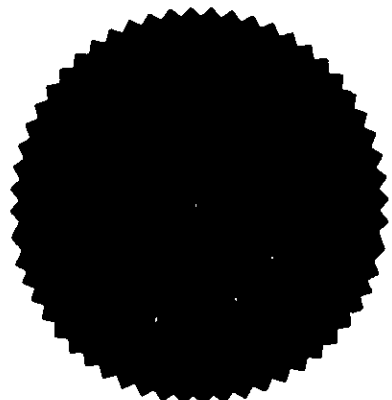
THE COMMON SEAL of CITAGREP)
LIMITED was hereunto affixed)
in the presence of:-)



~~Director~~

Director . For and on behalf of
Secretary . ABOGADO NOMINEES LIMITED

THE COMMON SEAL of THE PUBLIC)
HOUSE INVESTMENT COMPANY)
LIMITED was hereunto affixed)
in the presence of:-)



Director *James S. H.*
Secretary ... *G. J. ...* ...
Director

THE COMMON SEAL of THE CHEF &)
BREWER GROUP LIMITED was hereunto)
affixed in the presence of:-)

Director *R.W. Crichton*

Secretary *[Signature]*
R.W. Director

SIGNED AS A DEED by ROGER WELLS CRICHTON)
as the attorney of SCOTTISH &)
NEWCASTLE plc in the presence of:-)

R.W. Crichton

Signature of Witness *D Hicks*

Name of Witness DAVID HICKS

Address of Witness 14 CULVER ROAD

..... ST-ALBANS HERTS ALI HED

Occupation of Witness SURVEYOR

EXECUTED AS A DEED by CREDIT)
LYONNAIS acting by)

[Signature]

..... *G. CHABERT*

Authorised Signatory