



DATED 15<sup>th</sup> APRIL 2015

LIVERPOOL CITY COUNCIL

-and-

LIVERPOOL SCHOOL OF TROPICAL MEDICINE

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## **S.106 Agreement**

RE: Planning Application Ref: 14F/1587  
Land at 29, 31, 33 and 35 Pembroke Place Liverpool

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J McLoughlin  
Interim City Solicitor  
Liverpool City Council

THIS DEED is made the 15<sup>th</sup> day of APRIL

2015

BETWEEN

Parties

1. Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("The Council")
2. Liverpool School of Tropical Medicine (Company registration number 00083405) whose registered office is at Pembroke Place, Liverpool L3 5QA ("The Owner")

RECITALS

- 1 The Council is the Local Planning Authority for the purposes of this Deed for the area in which the land described in the First Schedule ("the Land") is situated and by whom the obligations contained in this Deed are enforceable.
- 2 The Owner is the owner in fee simple in possession of the Land.
- 3 The Owner has by a planning application referenced 14F/1587 and Listed Building applications referenced 14F/1588 and 14F/1589 (collectively "the Planning Application") applied to the Council for permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application more particularly set out in the Second Schedule ("the Development").
- 4 The Council has decided to grant permission for the Development in accordance with the Planning Application subject to the making of this Agreement without which the planning permission for the Development would not have been granted.

NOW THIS DEED is made in pursuance of section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and WITNESSES as follows:



1. The Owner covenants with the Council to observe the restrictions specified in the Third Schedule
2. The Owner covenants to perform the obligations or activities specified in the Fourth Schedule
3. The Council covenants with the Owner not to unreasonably withhold or delay giving its approval to the matters detailed in the Fourth Schedule
4. It is agreed and declared as follows:
  - 4.1. The expression "the Council" and "the Owner" shall include their successors in title and assigns.
  - 4.2. No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land 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.
  - 4.3. The covenants contained in this Agreement shall take effect upon the date of the grant by the Council of the permission pursuant to the Planning Application and the Commencement (as defined within the Third Schedule) of the Development pursuant to that permission.
  - 4.4. Words denoting an obligation on the Owner to do any act, matter or thing include an obligation to procure that it be done and words placing the Owner under a restriction include an obligation not to cause or permit or suffer any infringement of the restriction.
  - 4.5. If the permission granted pursuant to the Planning Application shall expire before the development is Commenced (as defined within the Third Schedule) or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.
  - 4.6. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Agreement.
  - 4.7. The Council will upon the written request of the Owner at any time after the obligations of the Owner under the Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.
  - 4.8. This Agreement is a local land charge and shall be registered as such.
  - 4.9. No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

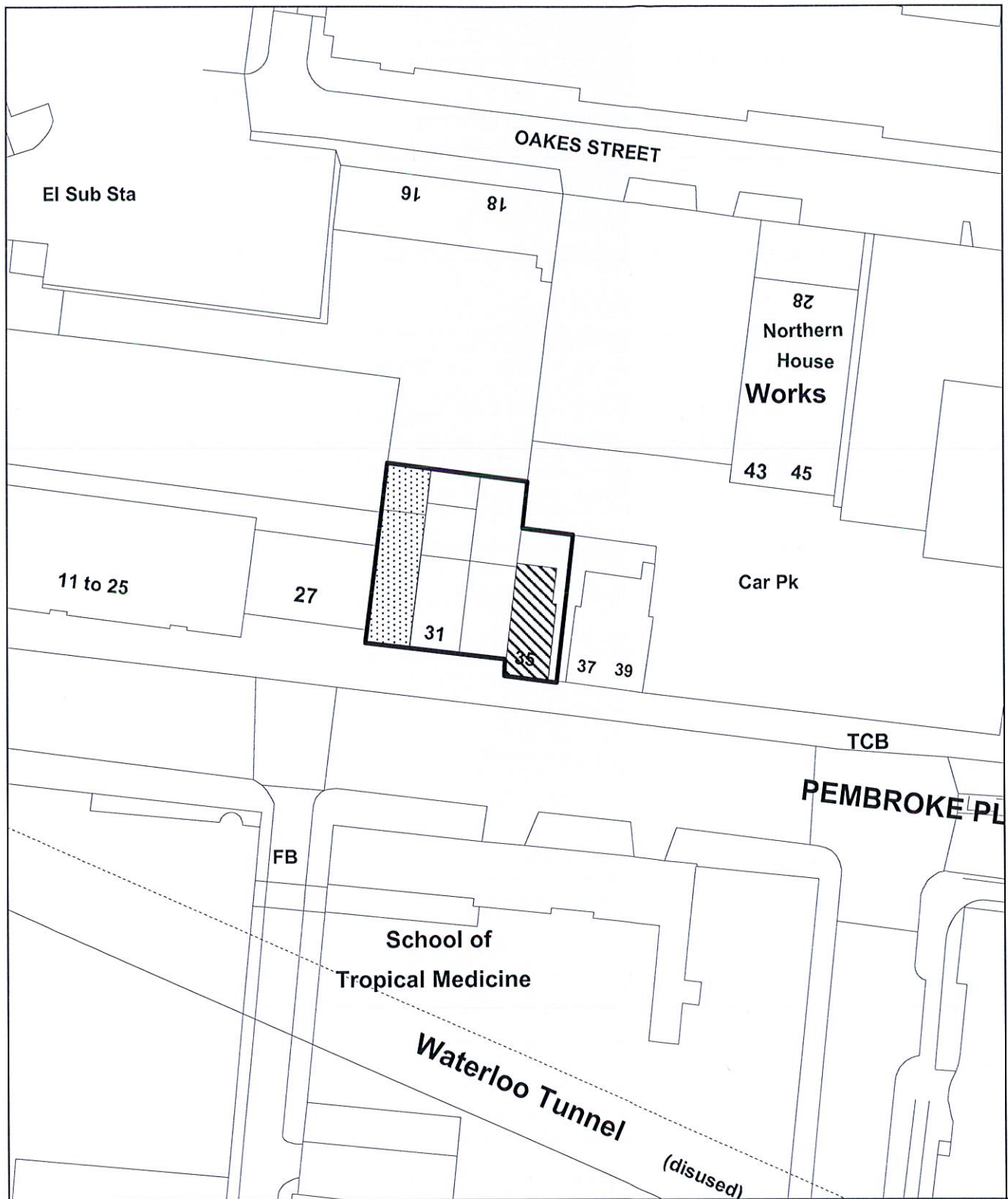
IN WITNESS whereof these presents have been duly executed as a Deed by the  
Parties hereto the day and year first before written

## FIRST SCHEDULE

### "The Land"

Land at No's 29,31,33 and 35 Pembroke Place, Liverpool comprised in the Title registered at the Land Registry with title number MS361752 MS565149 and MS268748 and shown edged in thick black on the attached plan.





		PLANNING & BUILDING CONTROL SERVICE	
	14F/1587 29-35 Pembroke Place	Application: 14F/1587, 14L/1588 & 14L/1589	
	14L/1588 29 Pembroke Place	Address: Pembroke Place, Liverpool 3.	
	14L/1589 35 Pembroke Place	Date: November 2014	
Scale: 1: 400		© Crown copyright and database rights 2014 Ordnance Survey 100018351	

## SECOND SCHEDULE

### "The Development"

Erection of 3 storey extension to Anson House to provide additional office space (Use Class B1 use) incorporating 35 Pembroke Place following demolition of No's 29, 31 and 33 Pembroke Place.

### THIRD SCHEDULE

#### Restriction

The Owner shall not Commence the Development until it has performed the obligations or activities specified in the Fourth Schedule.

In this Agreement:

"Commence" means to carry out a material operation within the meaning of section 56 of the Town and Country Planning Act 1990 but (for the purposes of this Agreement and for no other purpose) a material operation shall not include works of site clearance, demolition, site surveys, investigations, remediation, archaeological works, service laying and diversion, erection of security fencing or hoardings or any other temporary means of enclosure on the boundaries of the Development or the temporary display of site notices or advertisements and "Commencement" and "Commenced" shall be construed accordingly.

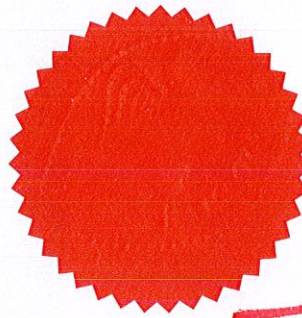


## FOURTH SCHEDULE

### Owner's Obligations

- 1 Prior to the Commencement of Development (including demolition) the Owner shall:
    - 1.1 submit details to the Council and obtain their written approval to the Owner's proposals (including timescales) for the removal, restoration and storage of the Galkoff tiled frontage. All such proposals are to be fully funded and implemented by the Owner.
    - 1.2 prepare and submit to the Council and obtain their written approval to a detailed design brief for the relocation of the Galkoff tiled frontage. The design brief shall identify options for the temporary and permanent display of the restored tiled frontage outlining timescales within which the identified options can be delivered. All such options are to be fully funded and implemented by the Owner.
  - 2 Unless agreed in writing, prior to first occupation of the development the Owner (1) shall obtain the council's written approval to the choice of option(s) to be delivered for the temporary and permanent display of the restored tiled frontage and (2) deliver such option(s) in full.
  - 3 The Owner shall give immediate written notice of any change in ownership of the interests in the Land before all the obligations have been discharged so that the Council can trace successors in title. The written notice should give details of the transferee's name and address, together with details of the Land to which the interest applies.
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THE COMMON SEAL of the  
LIVERPOOL CITY COUNCIL  
was hereunto affixed:-



*Principal*  
Assistant City Solicitor



EXECUTED AS A DEED by )  
LIVERPOOL SCHOOL OF )  
TROPICAL MEDICINE acting by: )

*Janet Hemmingsway*  
Signature of Director

*Janet Hemmingsway*  
Name of Director

*[Signature]*  
Signature of Director/Secretary

*R. G. Howard*  
Name of Director/ Secretary