



## Licence for Alterations

relating to 25 Kensington Palace  
Gardens, Kensington W8

Dated

26 June

2019

Her Majesty the Queen (1)

The Crown Estate Commissioners (2)

Slovak Republic, formerly the Czechoslovak Socialist  
Republic (3)

THIS LICENCE is made on

26 June

2019

BETWEEN

- (1) HER MAJESTY THE QUEEN
- (2) THE CROWN ESTATE COMMISSIONERS on behalf of Her Majesty acting in exercise of the powers conferred by the Crown Estate Act 1961 ("the Commissioners") and
- (3) SLOVAK REPUBLIC, formerly known as CZECHOSLOVAK SOCIALIST REPUBLIC of 25 Kensington Palace Gardens, Kensington W8

## 1. Definitions

1.1. In this Licence the following words have the following meanings:

1995 Act	the Landlord and Tenant (Covenants) Act 1995
Building	25 Kensington Palace Gardens, Kensington W8 as described in the Lease
CDM Regulations	The Construction (Design and Management) Regulations 2015 and any regulations amending or replacing the same
Consents	All statutory and other consents, licences, permissions, approvals and authorisations necessary for starting, carrying out and retaining the Works including any planning permission or listed building consent and also including the consent of the owners or occupiers of any neighbouring property if needed
Drawings	The drawing(s) referred to in Part II of the Schedule
End of the Term	The date the term created by the Lease ends, whether it ends by expiry, by notice on you or you give up the Lease or it ends under any other circumstances
Health and Safety File	The meaning given to it by the CDM Regulations
Insurers	The insurers with whom the Building is insured
Lease	The Lease details of which are set out in Part I of The Schedule including any document that is supplemental or collateral to it whether or not it is expressly stated to be so
Prohibited Materials	materials that

- (a) are generally known at the time of use to be harmful to health or the environment or detrimental to safety;
- (b) are likely adversely to affect durability in the circumstances in which they are used;
- (c) do not meet British or European Standards (where these apply) or codes of practice or good building practice

Noisy Works	Works involving the use of machinery or equipment capable of producing noise exceeding 80 decibels
Regulations	Any regulations set out in the Lease and any regulations made by us in the interests of good estate management and/or environmentally responsible estate management relating to the carrying out of works or alterations at the Building
Roadway Manager	Such persons appointed from time to time to deal with the management of the roadways in the vicinity of the Building
The Queen	Her Majesty the Queen and anyone who becomes king or queen after her
we, us, our	As long as the Queen is entitled to the Building at the End of the Term, this means The Crown Estate Commissioners (and any other person who manages The Crown Estate). If the Queen is no longer entitled to the Building at the End of the Term, "we", "us" and "our" means whoever is entitled to the Building at the End of the Term
Works	The work to be done by you as described in Part III of the Schedule as shown on the Drawings and specifications listed in Part II of the Schedule and attached to this licence and includes making good any damage caused when doing the Works
you	Slovak Republic, formerly known as Czechoslovak Socialist Republic and any person entitled (whether alone or with any other person) to the Lease at any time

## **2. Understanding this Licence**

- 2.1. The headings to clauses and schedules in this Licence are for reference only. They do not affect the text.
- 2.2. References to persons include bodies corporate, unincorporated associations and partnerships in each case whether or not they have a separate legal identity.
- 2.3. If a condition in this Licence requires you not to do something, you must not allow anyone else to do it.
- 2.4. Only we and you have rights relating to this Licence under the Contracts (Rights of Third Parties) Act 1999.
- 2.5. All agreements and obligations by a party in this Licence (whether or not expressed as covenants) are to be read as covenants by that party.
- 2.6. If a party consists of more than one person, the covenants and obligations which that party undertakes can be enforced against them all jointly or against each individually
- 2.7. If a court decides that any condition in this Licence cannot be enforced, this will not affect the other conditions in this Licence.
- 2.8. For so long as the immediate reversionary interest in the Building forms part of the Crown Estate, a covenant by (or implied by) us is made (or implied) by the Commissioners acting in exercise of the powers conferred by the Crown Estate Act 1961. No covenants, agreements or obligations are given by Her Majesty or anyone who reigns after Her. No liability is imposed on Her Majesty or anyone who reigns after Her or on the Commissioners in any personal or private capacity. With effect from the date that the reversion to the Lease ceases to form part of The Crown Estate, those covenants are deemed to be made by the person subsequently entitled to the reversion. All liability of the Commissioners for those covenants will stop from that date.

## **3. Operation of this Licence**

This Licence is supplemental and collateral to the Lease.



#### **4. Consent to the Works**

- 4.1. You have applied to us for permission to carry out the Works as shown on the Drawings and we agree that that you may carry out all (but not part of) the Works on the conditions set out in this Licence.
- 4.2. We may withdraw our consent to the Works if they are not started within 12 months of the date of this Licence.

#### **5. Your Responsibilities**

- 5.1. Before starting the Works you agree that you will:
  - 5.1.1. obtain all Consents for the Works at your own expense and give copies of them to us;
  - 5.1.2. give us copies of any party wall awards (if any);
  - 5.1.3. obtain our written approval of any condition in any Consent granted for the Works;
  - 5.1.4. obtain our written approval to the Mechanical and Electrical specification;
  - 5.1.5. obtain our written approval of the hoarding proposals and the hoarding is to have either a leafy green image or be painted with The Crown green – RAL 6007;
  - 5.1.6. give us a Schedule of Condition from the North Gate to the Embassy off street parking including the roadway;
  - 5.1.7. give full details of the Works to the Insurers and obtain their consent (if required); and
  - 5.1.8. give us at least 28 days written notice of the date you plan to start the Works.
- 5.2. At least three weeks prior to starting any excavation on any roadway or pavement you will provide a Traffic and Pedestrian Management Plan including Temporary Protection of any works outside the boundary of the Building to the Roadway Manager and Savills for prior approval;
- 5.3. Before starting any excavation on any roadway or pavement you will complete a due diligence exercise to ensure that existing service cables or pipes will not be disrupted or damaged and provide this to the Roadway Manager and Savills for prior approval;

- 5.4. You agree that you will start and finish the Works as soon as possible and in any event within 93 weeks of the date of commencement of the Works (including removing all debris and equipment).
- 5.5. You agree that all parts of the Works are at your sole risk until they are completed in accordance with this Licence.
- 5.6. You agree to have the Works carried out:
  - 5.6.1. in a good and workmanlike way;
  - 5.6.2. using only good quality suitable materials that;
    - (a) where practicable are sustainably sourced and procured;
    - (b) where practicable meet relevant sustainability standards (where such standards exist); and
    - (c) are fit for purpose for which they will be used.
  - 5.6.3. using only contractors with a good reputation;
  - 5.6.4. between 8am and 5pm on weekdays only;
  - 5.6.5. to our satisfaction;
  - 5.6.6. in line with:
    - 5.4.6.2 the Consents
    - 5.4.6.3 any requirements of the Insurers
    - 5.4.6.4 the Regulations
    - 5.4.6.5 current codes of building practice at the time
    - 5.4.6.6 any guidelines or procedures we issue relating to conservation on The Crown Estate (or the part of it the Building is in) which apply at the relevant time. If there are no guidelines or procedures you must follow the best conservation practice at the time
    - 5.4.6.7 in line with the Roadway Rules and Regulations attached hereto
    - 5.4.6.8 in line with the Kensington Palace Gardens Site Working Guidance Notes attached hereto

- 5.6.7. in a way that does not cause annoyance, inconvenience, nuisance or disturbance to us or any of the owners or occupiers of any neighbouring or adjoining property or infringe any of their rights, but if by doing the Works damage is caused to the Building or any neighbouring or adjoining property you will immediately make good such damage at our request and to our reasonable satisfaction;
- 5.6.8. Without using any Prohibited Materials and following the guidance in the edition of the publication "Good Practice in the Selection of Construction Materials" (Ove Arup & Partners) current at the date of this licence;
- 5.7. You also agree that if the Works require any scaffolding to be erected such scaffolding shall be suitably alarmed using a system that meets the relevant building code of practice
- 5.8. You also agree:
  - 5.8.1. not to carry out any Noisy Works except between 10am and 2pm on weekdays;
  - 5.8.2. not to carry out any Works at all at weekends or on Bank Holidays;
  - 5.8.3. to erect and maintain dust screens to the satisfaction of our surveyor whilst the Works are being carried out;
  - 5.8.4. to clear all rubbish and debris from the Building on a daily basis;
  - 5.8.5. not to leave any materials on the pavement or in the road outside or near the Building;
  - 5.8.6. not to display any advertisements or signs or contractors' boards outside (or that can be seen from the outside) the Building;
  - 5.8.7. to give us all the information about the Works that we ask for;
  - 5.8.8. to allow us to enter the Building at reasonable times when we ask to inspect the Works whilst they are being carried out and after they are finished;
  - 5.8.9. no loading or unloading shall be permitted on Kensington Palace Gardens roadway;
  - 5.8.10. vehicles weighing 7.5 tonnes or more must access the Building through the south entrance to Kensington Palace Gardens only but vehicles

weighing less than 7.5 tonnes may access the Building through the north gate from Bayswater Road subject to a maximum of 10 lorries/vehicles per day being permitted to enter Kensington Palace Gardens and only Monday to Friday;

5.8.11. no offloading of deliveries will be permitted on Kensington Palace Gardens and all offloading must take place within the Building boundaries;

5.8.12. you will liaise closely with the Roadway Manager and his team at all times for all deliveries; and

5.9. You agree that on finishing the Works you must:

5.9.1. let us know that the Works have been finished so our surveyor can inspect them;

5.9.2. remove all debris and equipment from the Building.

5.10. You agree that on finishing the Works, Conways are to complete the reinstatement of the roadway and pavement surfaces at your cost. Surface reinstatement must be joint to joint and patches are not permitted. A meeting is to be held with the you, Conways and the Roadway Manager prior to the resurfacing works to agree the scope of the reinstatement. The Roadway Manager will confirm the resin top colour and materials to the roadway and pavement.

5.11. If our surveyor decides that the Works have not been finished in accordance with the terms of this Licence you must finish them as soon as possible and clause 5.9.1 will apply repeatedly until the surveyor and we do so decide.

## **6. CDM Regulations and Health & Safety File.**

6.1. You hereby agree in writing for the purposes of the CDM Regulations to be treated as the only client in relation to the Works and we agree to such election.

6.2. You will comply with your duties under the CDM Regulations and will use all efforts to ensure that the Works are planned, designed and carried out in accordance with the CDM Regulations.

6.3. To the extent that we may have any duties under the CDM Regulations in relation to the Works, you will ensure that appropriate facilities are provided and the Works are planned, designed, carried out and managed in a way that fulfils our duties.



- 6.4. You will ensure that all Health and Safety files relating to the Works are reviewed, supplemented and updated by a competent person as the Works progress. On completion of the Works you will give us a copy of the up to date Health and Safety File and you will procure that there shall be granted to us with full title guarantee a royalty free and irrevocable licence to use and copy any information and documents or other materials comprised in the Health and Safety file for the Works for any purpose connected with the Building and such licence or licences shall also contain a right to grant sub-licences on similar terms to be transferrable to third parties.

## **7. Costs and Expenses**

- 7.1. You must pay and indemnify us against the reasonable and proper costs incurred by us in connection with this Licence, the approval, inspection and reinstatement of the Works and the approval of the Consents including the fees and expenses of our solicitors, surveyors, architects, managing agents, engineers and other appropriate people.
- 7.2. You must indemnify us in full and keep us indemnified against:
- 7.3.1 any rates, charges, outgoings, taxes and fees resulting from doing and retaining the Works that we may have to pay; and
- 7.3.2 any costs, losses, expenses or proceedings from doing or reinstating the Works or any breach by you or your agents or contractors of any of the conditions in this Licence.

## **8. Reinstatement**

Just before the End of the Term, if we ask, you must remove and make good either all or some of the Works (as we decide) and make good any parts of the Building damaged or affected by such removal to our reasonable satisfaction.

## **9. Ending this Licence**

If the Works are not completed to our satisfaction within 93 weeks of the date of commencement of the Works, if the works are not commenced within 12 months of the date of this Licence or if you break any of the conditions in this Licence before finishing the Works then we may end this Licence by giving you notice in writing. This notice will take effect immediately. This will not affect our right or remedies against you in respect of any previous breach by you of any of the conditions in this Licence. Nor will we be obliged to repay you any money that you have paid us in connection with this Licence.

**10. Consent Limited to Works**

Our agreement given by this Licence is restricted to the Works. It does not authorise any variation of the Lease which still applies in full.

**11. Re-entry**

The conditions for re-entry in the Lease will be exercisable on a breach of this Licence in the same way as if this Licence were part of the Lease.

**12. No Warranty as to Sustainability**

Nothing in this Licence is deemed to imply any representation or warranty by us or our surveyor that the Works are suitable for the Building or that the Works or any reinstatement work required by this Licence may be lawfully done. You acknowledge that you are not relying wholly or partly on:

- (a) any statement or representation by or on behalf of us before the date of this Licence as to such matters or
- (b) any confirmation by our surveyor (whether express or implied) that the Works have been completed in accordance with this Licence.

**13. English Law**

This Licence is governed by English Law. Any disputes will be dealt with by the English courts.

This Licence is executed as a Deed by the parties and is delivered and takes effect on the date at the beginning of this Licence.

THE SCHEDULE referred to

PART I

Short particulars of the Lease

Date	12 October 1970
Parties	(1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners (3) The Czechoslovak Socialist Republic
Property	25 to 30 Kensington Palace Gardens, Kensington W8
Term	93 years and 188 days from 1 July 1970

## PART II

### Details of the approved Drawing(s)

Planning and Heritage Statement, 25 Kensington Palace Gardens, W8 4QY, November 2017

Existing Site Plan EX\_011  
Existing Basement Plan Level -2 EX\_110  
Existing Basement Plan Level -1 EX\_120 A  
Existing Ground Plan EX\_130 A  
Existing First Floor Plan EX\_140  
Existing Second Floor Plan EX\_150  
Existing Third Floor Plan EX\_160  
Existing Fourth Floor EX\_170  
Existing Roof Plan EX\_180  
Existing East Elevation EX\_210  
Existing West Elevation EX\_220  
Existing North Elevation EX\_230  
Existing South Elevation EX\_240  
Existing Section A-A' EX\_310  
Existing Section C-C EX\_320  
Demolition Site Plan DE\_011  
Demolition Basement Plan Level -2 DE\_110  
Demolition Basement Plan Level -1 DE\_120 A  
Demolition Ground Floor Plan DE\_130 A  
Demolition First Floor Plan DE\_140  
Demolition Second Floor Plan DE\_150  
Demolition Third Floor Plan DE\_160  
Demolition Fourth Floor Plan DE\_170  
Demolition Roof Plan DE\_180  
Demolition East Elevation DE\_210  
Demolition West Elevation DE\_220  
Demolition North Elevation DE\_230  
Demolition South Elevation DE\_240  
Demolition Section A-A' DE\_310  
Demolition Section C-C' DE\_320  
Proposed Site Plan PL\_011  
Proposed Main Services Plan PL\_012 B  
Proposed Basement Plan Level -2 PL\_110  
Proposed Basement Plan Level -1 PL\_120 A  
Proposed Ground Floor Plan PL\_130 A  
Proposed First Floor Plan PL\_140  
Proposed Second Floor Plan PL\_150  
Proposed Third Floor Plan PL\_160 A  
Proposed Fourth Floor Plan PL\_170  
Proposed Roof Plan PL\_180  
Proposed East Elevation PL\_210  
Proposed West Elevation PL\_220  
Proposed North Elevation PL\_230  
Proposed South Elevation PL\_240  
Proposed Section A-A' PL\_310  
Proposed Section C-C' PL\_320



## PART III

### Brief description of works and alterations

#### External

- Replace all fixed and opening single glazing with double glazed units
- Remove gas meter units

#### Mains Services

- Install new independent mains gas, foul water, sewage and clear water service connections (currently shared with Embassy of Czech Republic 25&26 Kensington Palace Gardens).

#### Internal Refurbishment

- Replace finishes and fittings
- Install new mechanical and electrical services
- Install new heating and ventilation
- Re-arrange the layout of the second floor involving converting existing flats into offices.
- Re-arrange the layout of the third floor involving converting the existing flats in offices and converting the existing offices into residential flats.

THE CROWN ESTATE  
KENSINGTON PALACE GARDENS, PALACE GREEN & PG MEWS  
SITE WORKING GUIDANCE NOTES

- A. The lessee is responsible for obtaining all by-law planning and other consents (if any) required by law, including all statutory requirements in the execution of the works.
- B. The lessee is to inform the insurance company with whom the premises are insured of details of the works. The lessee must comply with any requirements made by the insurers.
- C. The works are to be carried out in accordance with the approved drawings which shall be detailed within the licence documentation. The works are not to commence until such time as a formal licence has been completed, consultation with neighbouring residents undertaken (Savills will advise of the required process) and 28 days prior notice provided to .
- D. The works are to be monitored at all times by Donald Insall and The Crown Estate appointed agents, who will also undertake a final inspection to approve all the works that have taken place and to ensure the works are in accordance with the licence.
- E. All works to be carried out in accordance with The Crown Estate's Guidelines to Architects and Standard Specification Seventh Edition.
- F. Your chosen architect will have previously been approved by Donald Insall, who will be ARB and AABC accredited and have demonstrated their experience of dealing with properties of this nature.
- G. The lessee must appoint one individual for Donald Insall and other appointed agents to liaise with who will oversee the works. It is preferable this is the lessee's architect.
- H. All works are to be carried out during Monday to Friday only within the hours of 9.00am and 5.00pm. Work which may involve mechanical hammering or drilling or other noisy operation (defined as noise exceeding 80 decibels) can only be carried out between the hours of 10.00am and 2pm, Monday to Friday only. No work is permitted on Saturdays, Sundays or Bank Holidays.
- I. All builders' rubble and materials are to be removed from the exterior of the premises daily and on completion of the works.
- J. The lessee or their appointed architect, must liaise with The Estate Manager at Kensington Palace Gardens in order to obtain site access and comply with these regulations. The Estate Manager, Mr Williams can be contacted on 020 7229 6835.
- K. No posters or advertisements may be affixed to any hoard or scaffolding that may be set up for the purpose of carrying out the works.
- L. Where contractors have to access your property through areas used by other tenants and occupiers, suitable and adequate provision must be made to provide dustsheets, to keep the areas as clean as is reasonably practicable and take every reasonable precaution to avoid any damage being caused. You will have to indemnify The Crown Estate against the cost of making good any damage and for the cost of any extra cleaning works that may be required as a result of the works.
- M. You will at all times keep The Crown Estate indemnified against claims and demands by third parties however arising because of your carrying out the works or as a result of the works having been carried out.

- N. All covenants in your lease, particularly those prohibiting causing any nuisance or annoyance to adjoining occupiers must be strictly observed and if anyone complains that these covenants are not being observed you must deal with such complaints direct immediately and take all steps to prevent the nuisance continuing. In addition, all covenants in the lease relating to noise and nuisance must be strictly complied with and noise from radios, building equipment, mobile phones etc must be kept to a minimum.
- O. Where scaffolding is to be erected, or hoarding set up, this must first be approved by Donald Insall and The Crown Estate appointed agents and arranged via the KPG Estate Manager.
- P. Requirements as to contractors employed to carry out the works:
- Before commencement, the contractors will provide Savills with the following:-
- i. Details of the Public Liability insurance maintained by them.
  - ii. A copy of their written Health & Safety method statement and Risk Assessment.
  - iii. Confirmation that, where applicable, the requirements of the Construction (Design & Management) Regulations 2015 will be complied with at all stages.
  - iv. Where applicable, it is the responsibility of the lessee to apply for Party Wall Notices and arrange for any Party Wall Awards should your neighbours descend to the works.
- Q. All site security, access and site working arrangements to be agreed with The Estate Manager prior to commencement of the works. This includes all vehicular deliveries and limits on weekly lorry movements. At no time are any deliveries or lorries to wait or turn on the KPG roadway. Furthermore, no vehicular access or parking will be provided at KPG for site construction employees.

THE OFFICIAL SEAL of )  
THE CROWN ESTATE COMMISSIONERS )  
placed here was confirmed as authentic by: )

  
**Rhys Edward John Thomas**  
Authorised by the Crown Estate Commissioners

**EXECUTED** as a deed by )  
**Slovak Republic** )  
**Ministry of Foreign and European** )  
**Affairs of the Slovak Republic** )  
**The Embassy of the Slovak Republic in** )  
**London** )  
**By Lubomír Rehák as Ambassador** )  
**Extraordinary and Plenipotentiary of**  
**the Slovak Republic to the Court of St**  
**James's in London**

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**LUBOMÍR REHÁK**  
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