DATED 25 October **2022** 3

(1) SUMMIT HOTELS LIMITED

and

Y.C rGL **(2) HSBC UK BANK PLC**

and

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

A G R E E M E N T

relating to land known as
152-156 FINCHLEY ROAD LONDON NW3 5HS
pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended);
Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972;
Section 1(1) of the Localism Act 2011; and
Section 278 of the Highways Act 1980

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Tel: 020 7974 2176

CLS/COM/OO1800.1186
FINAL 02.12.22

THIS AGREEMENT is made the 25th day of October 2023

B E T W E E N:

A. **SUMMIT HOTELS LIMITED** (Jersey Financial Services Commission Registration Number 71505) incorporated in Jersey of Oriel House, York Lane, St Helier, Jersey JE2 4YH whose address for service in the United Kingdom is 152-156 Finchley Road London, NW3 5HD (and which company is registered as a foreign incorporated company doing business at UK Companies House with registration number FC021142 (hereinafter called "the Owner") of the first part

B. **HSBC UK BANK PLC** (Co. Regn. No. 14259) of Goldsmiths House, 137-141 Regent Street, London W1B 4HZ. (hereinafter called "the Mortgagee") of the second part

C. **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 Number NGL489955 subject to a charge to the Mortgagee.

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 A Planning Application for the development of the Property was submitted to the Council and validated on 28 December 2018 and the Council resolved to grant permission conditionally under reference number 2017/6967/P subject to the conclusion of this legal Agreement.

1.4 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 Agreement.

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.6 The Mortgagee as mortgagee under ~~a~~ legal charges registered under Title Number NGL489955 ~~and~~ dated 17 August 2016 and 8 October 2021 respectively is willing to enter into this Agreement to give its consent to the same. HSBC Bank PLC is registered as Proprietor of the Legal Charge dated 17 August 2016 against the title to the Property under the terms of a Ring-Fencing Scheme ~~Provided~~ approved by Court Order (FS-2018-000001), the security transferred from the ownership of HSBC Bank PLC to the Mortgagee on 1 July 2018 and the Mortgagee is the beneficiary of the Legal Charge dated 17 August 2016.

2. **DEFINITIONS**

In this Agreement 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	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Affordable Housing"	low cost housing including social rented housing and intermediate 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
2.4	"the Affordable Housing Contribution"	the sum of £812,636.00 (eight hundred twelve thousand six hundred and thirty-six pounds) to be paid by the Owner to the Council as a payment in lieu of providing housing within the Development in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of Camden
2.5	"the Burland Category of Damage"	an industry recognised category of structural damage as shown in the First Schedule annexed hereto

2.6	"Business 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 businesses of the locality in which the Development is situated
2.7	"Business 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 a Business Parking Bay
2.8	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.9	"Carbon Offset Contribution"	the sum of £21,724 (twenty-one thousand seven hundred and twenty-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
2.10	"the Construction Apprentice Default Contribution"	the sum of £14,000 (fourteen thousand pounds), being £7,000 (seven thousand pounds) per apprentice required on site, to be paid by the Owner to the Council in lieu of construction apprentice provision.
2.11	"the Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the demolition of any 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 Second 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 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 any demolition comprised in the Development and the building out of the Development; (b) proposals to ensure there are no adverse effects on the Conservation Area features (c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; (d) 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); (e) the inclusion of a waste management strategy for handling and disposing of construction waste; and 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
2.12	"the Construction Management Plan Implementation Support Contribution"	the sum of £7,565 (seven thousand five hundred and sixty-five 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 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
2.13	"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 any existing structures or buildings
2.14	"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
2.15	"the Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.16	"Detailed Groundworks Plan"	a plan setting out detailed information relating to the Proposed Groundworks forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties, infrastructure and the land stability, and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property, Neighbouring Properties and infrastructure incorporating the principles in the ARUP Camden Geological, Hydrogeological and Hydrological study and to include the following key stages:- 1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant

		professional body having relevant experience commensurate with the Development ("the Design Engineer") AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE (and for the Owner to confirm that any change in Design Engineer during the Construction Phase with the Council in advance of any appointment); and, 2. the Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Groundworks Plan and at all times to ensure the following:- (a) that the design plans for the Proposed Groundworks have been undertaken in strict accordance with the terms of this Agreement (in particular Clauses 2.15 and 4.4) incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions, structural proposals and structural condition of Neighbouring Properties have been incorporated into the final design; (b) that the result of this appropriately conservative modelling ensures that that the Proposed Groundworks comprised in the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond "Very Slight" with reference to the Burland Category of Damage and that those persons with a registered interest in the Neighbouring Properties as well as Network Rail (or its successor in title to the Belsize Tunnel and the New Belsize Tunnel) are consulted on their views regarding any anticipated impacts on their infrastructure and evidence of such consultation is provided to the Council;

		(c) that the Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement (in particular Clauses 2.15 and 4.4) provides a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Groundworks Plan: (i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties and infrastructure to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part); (ii) Detailed measures for carrying out an appropriate ground investigation to determine the ground conditions and preparation of an interpretative report; (iii) a permanent and temporary works construction method statement detailing the proposed method of ensuring the safety and stability of the Property and the Neighbouring Properties and infrastructure throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the Proposed Groundworks;

		(iv) detailed design drawings incorporating conservative modelling relating to the local ground conditions and structural condition of the Property and the Neighbouring Properties and infrastructure prepared by the Design Engineer for all elements of the Proposed Groundworks together with specifications and supporting calculations for the Proposed Groundworks; (v) measures for ground movement and damage assessment for the Neighbouring Properties and any affected structures and infrastructure; (vi) a monitoring strategy for any affected structures and infrastructure; (vii) the Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertake regular monitoring of the Proposed Groundworks throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body; 3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience commensurate with the Development ("the Certifying Engineer") AND FOR DETAILS OF THE APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE; 4. the Certifying Engineer to review the design plans and provide a review report to the Council confirming that

		the design plans have been formulated in strict accordance with the terms of (in particular Clauses 2.15 and 4.4) this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Groundworks Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Design Engineer with a view to addressing these matters in the revised design plans; 5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Groundworks Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Groundworks Plan is in an approved form and has been formulated in strict accordance with the terms (in particular Clauses 2.15 and 4.4) of this Agreement; 6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be reasonably required then the Owner agrees to reimburse the Council for any costs reasonably expended which require the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted Detailed Groundworks Plan
2.17	"the Development"	alterations to the rear of existing hotel building and erection of rear extension to hotel, landscaping and parking as shown on drawing numbers:- PL100 Rev A, PL101 Rev A, PL102 Rev A, PL200 Rev A, PL201 Rev A, PL202 Rev A,

		PL203 Rev A, PL204 Rev A, PL205 Rev A, PL206 Rev A, PL207 Rev A, PL400 Rev A, PL401 Rev A, PL402 Rev A, PL403 Rev A, PL500 Rev A, PL102 Rev A, PL300 Rev C, PL301 Rev D, PL302 Rev C, PL303 Rev C, PL304 Rev C, PL305 Rev C, PL306 Rev C, PL307 Rev C, PL410 Rev A, PL411 Rev A, PL412 Rev A, PL413 Rev A, PL502 Rev A, PL510 Rev A, 2017 3166 -A1-109_ A, Air Quality Assessment Report Arboricultural Development Statement, BRUKL Output Document , Construction Management Plan, Cover letter updates and supplements the submitted planning statement (December 2017), Crime Impact Assessment, Design and Access Statement (October 2018) (Amended), Daylight and Sunlight Report (November 2018) (Amended), Floor Risk Assessment (Amended April 2019), Land Opportunity Assessment (December 2018), Preliminary Ecological Appraisal, Phase 1 Environmental Desk Top Study - Appendix A - E, Noise Impact Assessment, Sustainable Drainage Strategy, Sustainable and Energy Statement, Transport Assessment (November 2018) (Amended), Travel Plan (November 2018) (Amended)
2.18	"the Employment And Training Contribution"	the sum of £7,488 (seven thousand four hundred and eighty-eight pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards employment and training needs in the London Borough of Camden
2.19	"the Employment and Training Plan"	a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.8 of this Agreement through (but not be limited to) the following:- (a) ensuring advertising of all construction vacancies and work placement opportunities exclusively through

		Kings Cross Construction Centre for a period of no less than one week before promoting more widely; (b) to ensure a Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs; (c) to ensure the provision of 2 (two) construction apprentices; (d) make provision throughout the Construction Phase as a whole for no less than 5 (five) work placements; (e) ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events; (f) ensure delivery of a minimum of 5 (five) end use apprenticeships across a 3 (three) year period; (g) commit to following the Local Procurement Code
2.20	"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 is Sustainability and Energy Statement rev 2 dated 11 July 2019 by RSK to achieve a 35% 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; (e) 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.

		(f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage NCM (for non-residential) 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; (g) measures to secure a post construction review 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 As-Built SAP (for residential) and/or NCM (for non-residential) 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 (h) 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
2.21	"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
2.22	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

2.23	"Local Procurement Code"	the code annexed to the Third Schedule hereto
2.24	"Neighbouring Properties"	the neighbouring properties known as Frognal Court Flat Nos. 1-45 NW3 5HL, Midland Court Flat Nos. 1-4 NW3 5HP, No.3 Nettherhall Gardens NW3 5RN, South Hampstead Junior School 5 Netherhall Gardens NW3 5RN, 7 Netherhall Gardens NW3 5RN
2.25	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.26	"the Parties"	mean the Council the Owner and the Mortgagee
2.27	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 28 December 2018 for which a resolution to grant permission has been passed conditionally under reference number 2017/6967/P subject to conclusion of this Agreement
2.28	"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
2.29	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.30	"the Property"	the land known as Holiday Inn Express 152-156 Finchley Road London NW3 5HS the same as shown shaded grey on the plan annexed hereto
2.31	"Proposed Groundworks"	the groundworks required as part of the Development including retaining walls, grading, mounding and other changes in ground levels

2.32	"the Service Management Plan"	a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:- (a) a requirement for delivery vehicles to unload from a specific suitably located area; (b) details of the person/s responsible for directing and receiving deliveries to the Property; (c) measures to avoid a number of delivery vehicles arriving at the same time; (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts; (e) likely nature of goods to be delivered; (f) the likely size of the delivery vehicles entering the Property; (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in

		accordance with the drawings submitted and agreed with the Council; (j) details of arrangements for refuse storage and servicing; and (k) 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
2.33	"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 Sustainability and Energy Statement rev 2 dated 11 July 2019 by RSK (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 71.4% of the credits in Energy, 83.3% of the credits in Water and 78.6% of the credits in Materials categories PROVIDED THAT all targets are assessed under BREEAM 2014 or alternatively the approved equivalent performance targets in each case as assessed under BREEAM 2018; (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
2.34	"the Travel Plan and Measures Monitoring Contribution"	the sum of £9,618 (nine thousand six hundred and eighteen 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 (i) the monitoring comment advice and approval (where appropriate) on the Owner's draft Travel Plan; and (ii) provision of measures within the Travel Plan such as cycle skills training, Camden's cycle loan scheme and walking initiatives delivered by the Council or voluntary sector partners to be carried out over a six year period from the date of first Occupation of the Development
2.35	"the Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

2.36	"the Travel Plan"	a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:- (a) the elements set out in the Fourth Schedule hereto; (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council; (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date; (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; (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 Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance 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 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 Agreement and shall not be taken into account in its construction of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

3.9 Where any approval, agreement, consent, confirmation or expression of satisfaction is required the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE

4.1.1 To ensure that prior to Occupying any part of the Development each new occupant 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 Business Parking Permit to park a vehicle in a Business Parking Bay; and

(ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business 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).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1.1 and 4.1.2 above will remain permanently.

4.1.4 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 units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering

Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 **CARBON OFFSET CONTRIBUTION**

4.2.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution.

4.3 **CONSTRUCTION MANAGEMENT PLAN**

4.3.1 On or prior to the Implementation Date to:

(a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and

(b) submit to the Council for approval a draft Construction Management Plan.

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

(a) received the Construction Management Plan Implementation Support Contribution in full; and

(b) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.3.3 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.

4.3.4 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.

4.4 DETAILED GROUNDWORKS PLAN

4.4.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Groundworks Plan.

4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Groundworks Plan as demonstrated by written notice to that effect.

4.4.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Groundworks Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground conditions and will not cause any structural problems with neighbouring properties, infrastructure or the Development itself.

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 Detailed Groundworks Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Groundworks Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.4.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Groundworks Plan as approved by the Council have been incorporated into the Development.

4.4.6 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 Detailed Groundworks Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4.5 **EMPLOYMENT AND TRAINING CONTRIBUTION**

4.5.1 On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution in full.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Employment and Training Contribution in full.

4.6 **EMPLOYMENT AND TRAINING PLAN**

4.6.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

4.6.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training 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 Employment and Training 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.

4.6.4 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 Employment and Training 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 Employment and Training Plan.

4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.7.2 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.

4.7.3 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 Energy Efficiency and Renewable Energy 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 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.

4.8 LOCAL EMPLOYMENT

4.8.1 The Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures during the Construction Phase to ensure:-

a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;

b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;

c) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;

d) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and

e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.8.2 The Owner shall ensure that at all times during the Construction Phase no less than 2 (two) construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

(i) recruited through the Kings Cross Construction Centre;

(ii) employed for a period of not less than 52 weeks;

(iii) paid at a rate not less than the London Living Wage as set out at https://www.livingwage.org.uk/calculation; and

(iv) the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

4.8.3 The Owner shall ensure that during the Construction Phase of the Development no less than 5 (five) construction work placements and/or work experience opportunities are provided at the Development.

4.8.4 Notwithstanding the provisions in clauses 4.8.2 and 4.8.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.8.5 On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full.

4.8.6 Not to Implement or permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.

4.8.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.8.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and

b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

4.8.8 Following the Occupation Date of the Development the Owner shall ensure that at all times it will (unless otherwise agreed with the Council at the request of the Owner) have in its employ no less than 5 (five) apprentices across a 3 (three) year period (commencing upon the Occupation Date) always ensuring the apprentice shall be:-

(a)recruited in liaison with the Council's Economic Development Team;

(b)be resident in the London Borough of Camden;

(c)be paid at a rate not less than the London Living Wage as set out at https://www.livingwage.org.uk/calculation;

(d)be employed on a fulltime basis for at least 52 weeks;

(e)be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship standard qualification; and

(f) be supervised by a member of staff within the completed Development.

4.9 **LOCAL PROCUREMENT**

4.9.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.9.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.9.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.9.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.10 AFFORDABLE HOUSING CONTRIBUTION

4.10.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.

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

4.11 SERVICE MANAGEMENT PLAN

4.11.1 On or prior to Implementation to submit to the Council for approval the Service Management Plan.

4.11.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.11.3 After 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 Service Management 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 Service Management Plan.

4.12 SUSTAINABILITY PLAN

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

4.12.2 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.

4.12.3 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 Sustainability Plan as approved by the Council have been incorporated into the Development forming part of the Property.

4.12.4 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.

4.13 **TRAVEL PLAN**

4.13.1 On or prior to the Implementation Date to:-

(a) submit to the Council the Travel Plan for approval; and

(b) pay to the Council the Travel Plan Monitoring Contribution

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

(a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and

(b) the Council has received the Travel Plan Monitoring Contribution in full.

4.13.3 The Owner covenants with the Council that after 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 Travel 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 Travel 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 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 2017/6967/P the date upon which the Development will be ready for Occupation.

5.3 The Owner shall give written notice to the Council on or prior to the Occupation Date specifying that Occupation of the Development has taken or is about to take place

5.4 The Parties shall act in good faith and shall co-operate with each other 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 reasonable 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.

5.5 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 Agreement 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.

5.6 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough

Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

5.7 Submission of any plan for approval by the Council under the terms of this Agreement 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 Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/6967/P.

5.8 Payment of the Affordable Housing Contribution, the Construction Management Plan Implementation Support Contribution and the Travel Plan Monitoring Contribution pursuant to Clause 4 of this Agreement 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 Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/6967/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.

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

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

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

5.11 All costs and expenses payable to the Council under this Agreement 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 Parties 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 agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement 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 and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/6967/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.5 Nothing contained or implied in this Agreement 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 Agreement.

6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of 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 Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement 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 Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof 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 Agreement 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. **RIGHTS OF THIRD PARTIES**

8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

EXECUTED AS A DEED BY)
SUMMIT HOTELS LIMITED)
a company incorporated In Jersey)
acting by two Directors who, in)
accordance with the laws of that)
territory,) is (or are) acting under the)
authority of the company)

Signature[s] in the name of the company:

Signature of Director [signatory].....

Signature of Director [signatory].....

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO

152-152 FINCHLEY ROAD LONDON NW3 5HS

Y.C

EXECUTED AS A DEED BY HSBC UK BANK plc, pursuant to power of attorney
dated 01/07/18 ~~**HSBC BANK PLC**~~ acting as attorney) for HSBC Bank plc pursuant to a power
of attorney
GL
By its duly authorised attorney)

In the presence

of a witness

Witness Signature: ----------

Witness Name: FUNKE AGBELESE

Address: c/o HSBC UK Bank Level 6, 71 Queen Victoria Street EC4V 4AY

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

F. Alexander
.....

Authorised Signatory

THE FIRST SCHEDULE

The Burland Category of Damage

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ε_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion. Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

THE SECONDSCHEDULE
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 agreement that may be required for things such as road closures or hoarding licences

THE THIRD SCHEDULE

LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden community strategies and the Local Development Framework (adopted July 2017). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 obligations attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained within Camden Planning Guidance: Employment Sites and Business Premises (adopted March 2018) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the Greater London Authority

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support owners and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting–out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner, main contractor and subcontractors.

The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.

2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.

3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:

   - all local companies which are sent a tender enquiry or a

     tender invitation detailing the date and the works package or items concerned;

   - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.

   - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

Full contact details of all subcontractors appointed (whether local or from elsewhere)

4. The main contractor should include a written statement in the tender documentation sent out to sub-contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders

5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.

6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :

   - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.

   - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require Owners to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner, their main contractor and subcontractors.

Facilities Management

The Owner and their agents shall provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

The Council will assist the Owner, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

THE FOURTH SCHEDULE
THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

The National Planning Policy Framework states that... "*All developments which generate significant amounts of movement should be required to provide a Travel Plan.*"

For further advice on developing a Travel Plan see the Transport for London's travel plan guidance website:
http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-

1. Public Transport and walking

a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ www.nationalrail.co.uk)
c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Property

3. **Traffic Restraint**

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. **On-Street Parking Controls**

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curitlage of the site and reduce the impact of the site on surrounding on-street parking.

5. **Parking and Travel**

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
b. a review of any on-site parking charges
c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. **Traffic Management**

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. **Cycling**

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

b. changing and showering facilities

c. cycle allowance for work-related journeys
d. cycle and equipment loans and insurance
e. cycle repair facilities
f. cycle pool for work-related journeys
g. a Bicycle Users Group (BUG) to progress cyclists issues on site
h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

a. identify the number and type of servicing vehicles required for the Property;
b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
d. encourage suppliers and delivery contractors to use alternatively–fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including a initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. **Review the Property's Transport Accessibility**

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

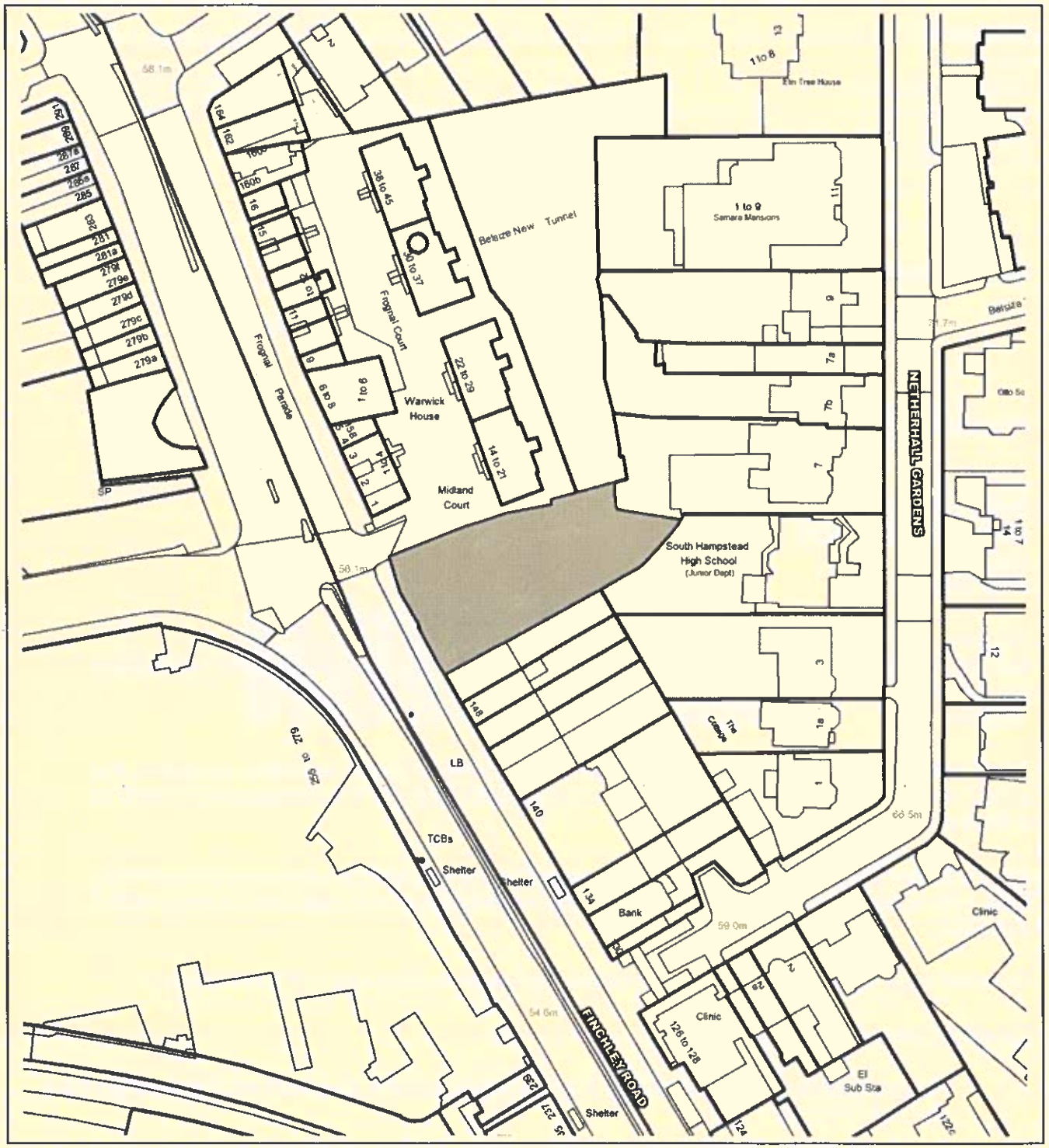
Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

ANNEXURES

The Property
152-156 FINCHLEY ROAD



Application ref: 2017/6967/P
Contact:
Tel: 020 7974
Date: 2 June 2021

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

GL Hearn
GL Hearn
280 High Holborn
London
WC1V 7EE

Dear Sir/Madam

FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Holiday Inn Express
152-156 Finchley Road
London
NW3 5HS

Proposal:
Alterations to the rear of existing hotel building and erection of rear extension to hotel, landscaping and parking (Amended Plans)
Drawing Nos:

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

2 The development hereby permitted shall be carried out in accordance with the following approved plans:

PL100 Rev A, PL101 Rev A, PL102 Rev A, PL200 Rev A, PL201 Rev A, PL202 Rev A, PL203 Rev A, PL204 Rev A, PL205 Rev A, PL206 Rev A, PL207 Rev A, PL400 Rev A, PL401 Rev A, PL402 Rev A, PL403 Rev A, PL500 Rev A, PL102 Rev A, PL300 Rev C, PL301 Rev D, PL302 Rev C, PL303 Rev C, PL304 Rev C, PL305 Rev C, PL306 Rev C, PL307 Rev C, PL410 Rev A, PL411 Rev A, PL412 Rev A, PL413 Rev A, PL502 Rev A, PL510 Rev A, 2017 3166 -A1-109_ A, Air Quality Assessment Report
Arboricultural Development Statement, BRUKL Output Document , Construction Management Plan,
Cover letter updates and supplements the submitted planning statement (December 2017), Crime Impact Assessment, Design and Access Statement (October 2018) (Amended), Daylight and Sunlight Report (November 2018) (Amended), Floor Risk Assessment (Amended April 2019), Land Opportunity Assessment (December 2018), Preliminary Ecological Appraisal, Phase 1 Environmental Desk Top Study - Appendix A - E, Noise Impact Assessment, Sustainable Drainage Strategy, Sustainable and Energy Statement, Transport Assessment (November 2018) (Amended), Travel Plan (November 2018) (Amended).

Reason: For the avoidance of doubt and in the interest of proper planning.

3 Notwithstanding the materials shown on the approved plans, before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 of the London Borough of Camden Local Plan 2017.

4 Before the brickwork is commenced, a sample panel (1m x 1m) of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority. The development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the brickwork has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy D1 and D2 of the London Borough of Camden Local Plan 2017.

5 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the Council.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of Camden Local Plan policies D1.

6 The windows from the third floor up to the sixth floor facing Netherhall Gardens to the rear should all be obscure glazed with opening limiters, and retained as such for the duration of the development.

Reason: To safeguard the amenities of neighbouring properties inregards to overlooking and privacy impacts, in accordance with the requirements of policy A1 and D1 of the London Borough of Camden Local Plan 2017.

7 Prior to the first use of the new plant items associated with the development, a noise report demonstrating compliance with 'Table 5-Permissible Plant Noise Levels at residential boundary' shall be submitted for approval. The report should include detailed layout drawings indicating proposed plant/enclosure locations, and atmosphere-side AHU ducting and attenuator layouts.

Reason: To ensure that the amenity of occupiers of the development site / surrounding premises is not adversely affected by noise from mechanical installations/ equipment, in accordance with Policy A4 of the Camden Local Plan 2017.

8 The cumulative sound level from external building services and fixed plant shall be 10dB or more below the lowest background sound level (15dB if tonal components are present) at the nearest residential receptor at any time. The plant and equipment shall be installed and constructed to ensure compliance with the above requirements.

Reason: To ensure that the amenity of occupiers of the development site / surrounding premises is not adversely affected by noise from mechanical installations/ equipment, in accordance with Policy A4 of the Camden Local Plan 2017.

9 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIA of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies G1, A1, CC1 and CC4 of the London Borough of Camden Local Plan 2017.

10 a. No development shall take place until full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they have been installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance and have been in place for 3 months prior to the proposed implementation date. The monitors shall be retained and maintained on site for the duration of the development in accordance with the details thus approved.

b. prior to commencement, evidence has been submitted demonstrating that the monitors have been in place for at least 3 months prior to the proposed implementation date.

The monitors shall be retained and maintained on site for the duration of the development in accordance with the details thus approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and CC4 of the London Borough of Camden Local Plan 2017.

11 The approved cycle storage facilities shall be provided in their entirety prior to the first occupation of the building, and permanently retained for their designated purposes thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of Policy T1 of the Camden Local Plan 2017.

12 Prior to first occupation of the development a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (2016) and Policies A3 and CC2 of the London Borough of Camden Local Plan 2017.

13 Prior to commencement of development a revised air quality statement shall be submitted to and approved in writing by the local planning authority. The revised air quality statement shall include all the following:

i. updated information using the most appropriate recent background concentration data (data from the nearest background Automatic Monitoring Station source e.g. Bloomsbury or Defra mapped data, whichever is higher), to all scenarios including the future scenarios, rather than projected data,
ii. confirmation the proposed water heaters would not exceed the 'ultra low NOx' limit of 40 mg/kWh, and
iii. clarification of how the anticipated trip generation outlined in the travel plan will impact on air quality.

Reason: For the avoidance of doubt and to secure the appropriate air quality mitigation measures in accordance with policies C1 and CC4 of the London Borough of Camden Local Plan 2017.

14 Prior to commencement of development, drawings and data sheets showing the location, extent and predicted energy generation of photovoltaic cells, heat pumps and associated equipment to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of meters to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system (including safe roof access arrangements) shall be provided. The equipment shall be installed in full accordance with the details thus approved and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CC1 of the London Borough of Camden Local Plan 2017.

15 Prior to commencement of development, full details of the surface water drainage strategy and the sustainable drainage systems including 55m3 attenuation shall be submitted to and approved in writing by the local planning authority. Such a system should be designed to accommodate all storms up to and including a 1:100 year storm with a 40% provision for climate change such that flooding does not occur in any part of a building or in any utility plant susceptible to water, and shall demonstrate the run off rates approved by the Local Planning Authority. Details shall include a lifetime maintenance plan, and shall thereafter be retained and maintained in accordance with the approved details.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan Policies.

16 Prior to the commencement of work for each section of the development or such other date, or stage in the development as may be agreed in writing by the Local Planning Authority (LPA) a scheme including the following components to address the risk associated with site contamination shall be submitted to and approved in writing by the LPA.

A) A site investigation scheme based on the Phase One Environmental Desk Study (Report Ref: 2340-DS01) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site;
B) The results of the site investigation and detailed risk assessment referred to in (A) and, based on these, in the event that remediation measures are identified to be necessary, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken;
C) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (b) are complete and identifying and requirements for the longer monitoring of pollution linkages, maintenance and arrangements for contingency action.

Each section of the development shall be carried out strictly in accordance with the relevant risk assessment, site investigation, options appraisal, remediation strategy and verification plan so approved, and no change therefrom shall take place without prior written consent from the LPA.

Any investigation and risk assessment must be undertaken in accordance with the requirements of the Environment Agency's Model Procedures for the Management of Contamination (CLR11). In the event that additional significant contamination is found at any time when carrying out the approved development it must be reported in writing immediately to the LPA.

Reason: To ensure the risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, in accordance with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

17 The fire escape shown on the approved plan shall only be used for emergency access and egress and shall be alarmed at all times.

Reason: To ensure safety and security of occupiers and surrounding areas, in accordance with Policy C5.

18 Prior to the commencement of construction/demolition works on site, tree protection measures shall be installed in accordance with the approved drawings. The protection shall then remain in place for the duration of works on site, unless otherwise agreed in writing by the local authority.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

19 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

20 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by no later than the end of the planting season following completion of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

21 The three car parking spaces should only be used by blue badge holders and not for general parking.

Reason: To ensure the development provides adequate accessible parking facilities and does not promote reliance on private motor vehicles in other circumstances, in accordance with the requirements of Policy T1 and T2 of the Camden Local Plan 2017.

22 No above ground new development shall commence until a Fire Statement has been submitted to and approved in writing by the Local Planning Authority. The Fire Statement shall be produced by an independent third party suitably qualified assessor which shall detail the building's construction, methods, products and materials used; the means of escape for all building users including those who are disabled or require level access together with the associated management plan; access for fire service personnel and equipment; ongoing maintenance and monitoring and how provision will be made within the site to enable fire appliances to gain access to the building. The development shall be carried out in accordance with the approved details.

Reason: In order to provide a safe and secure development in accordance with Policy D11 of the Draft London Plan and Policy 7.13 of the London Plan March 2016.

23 Prior to any above ground works details of external illumination to the extension and service yard shall be submitted to and approved in writing by the local planning authority. The development shall be built in accordance with the approved details and the lighting shall thereafter be retained for the duration of the use and maintained in accordance with the approved details.

Reason: To ensure safety and security of occupiers and surrounding areas, in accordance with Policy C5.

Informative(s):

1 We recommend that hotel bedrooms shall be designed and located such that the unoccupied noise levels do not exceed the criteria specified in Table H.1 Airborne Sound Insulation and Table H.3 Indoor ambient noise level ranges for hotel bedrooms of BS8233:2014.

2 We would expect that the recommendations included in the Noise Assessment report are implemented, subject to approval from the LPA.

3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).

4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

5 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.

6 You are advised the developer and appointed / potential contractors should take the Council's guidance on Construction Management Plans (CMP) into consideration prior to finalising work programmes and must submit the plan using the Council's CMP pro-forma; this is available on the Council's website at https://beta.camden.gov.uk/web/guest/construction-management-plans or contact the Council's Planning Obligations Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444). No development works can start on site until the CMP obligation has been discharged by the Council and failure to supply the relevant information may mean the council cannot accept the submission as valid, causing delays to scheme implementation. Sufficient time should be afforded in work plans to allow for public liaison, revisions of CMPs and approval by the Council.

7 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team London Borough of Camden 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.

8 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.

9 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website at https://beta.camden.gov.uk/documents/20142/1269042/Camden+Minimum+Requirements+%281%29.pdf/bb2cd0a2-88b1-aa6d-61f9-525ca0f71319 or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444).

10 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

11 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.

12 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

13 The associated legal agreement requires a Servicing Management Plan (SMP) - please note that it will be expected that this will, as far as practicable, prevent late night deliveries, and restrict those at weekends.

14 You are advised that Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

Louise McLaughlan

From: Christine Hereward <ch@hereward-solicitors.com>
Sent: 15 August 2023 16:11
To: Louise McLaughlan
Subject: RE: S.106 engrossments - Holiday Inn Finchley Road Swiss Cottage

Categories: 5PS Work

Dear Louise,

I have now received confirmations on behalf of both the bank and the owner company that you may make that manuscript amendment to Recital 1.6 on their behalf, so please proceed.

I look forward to receiving the completed S.106 and planning permission by email.

As regards the original S.106 Agreement, please send one to the bank's solicitor and one directly to my client. The addresses are provided again below.

Eleanor Cruz BSc. MInstLM. FIH
Chief Operating Officer
Summit Hotels Limited
Holiday Inn Express London-Golders Green (A406) –
58 Regents Park Road,
London
N3 3JN

FAO Zara Hussain, Solicitor

Gateley Legal
111 Edmund Street,
Birmingham
B3 2HJ

Regards,
Christine

Christine Hereward
ch@hereward-solicitors.com
Tel: 07900 424640
Hereward & Co, solicitors
Planning Matters

From: Louise McLaughlan <Louise.McLaughlan@camden.gov.uk>
Sent: Tuesday, August 15, 2023 3:12 PM

To: Christine Hereward <ch@hereward-solicitors.com>
Subject: RE: S.106 engrossments - Holiday Inn Finchley Road Swiss Cottage

Hi Christine

Please can you chase up on this as I don't think we will have much longer to finalise this before it is closed by the Council.

I look forward to your urgent response.

Kind regards,

Louise McLaughlan
Senior Lawyer

Telephone: +4420 7974 1918

From: Christine Hereward <ch@hereward-solicitors.com>
Sent: 08 August 2023 11:05
To: Louise McLaughlan <Louise.McLaughlan@camden.gov.uk>
Subject: RE: S.106 engrossments - Holiday Inn Finchley Road Swiss Cottage

I await hearing back from the bank's solicitor.

Regards,
Christine

Christine Hereward
ch@hereward-solicitors.com
Tel: 07900 424640
Hereward & Co, solicitors
Planning Matters

From: Louise McLaughlan <Louise.McLaughlan@camden.gov.uk>
Sent: Tuesday, August 8, 2023 11:03 AM
To: Christine Hereward <ch@hereward-solicitors.com>
Subject: RE: S.106 engrossments - Holiday Inn Finchley Road Swiss Cottage

Hi Christine

Can I please have an urgent response to my emails below?

Kind regards,

Louise McLaughlan
Senior Lawyer

Telephone: +4420 7974 1918

From: Louise McLaughlan
Sent: 02 August 2023 15:44
To: Christine Hereward <ch@hereward-solicitors.com>
Subject: RE: S.106 engrossments - Holiday Inn Finchley Road Swiss Cottage
Importance: High

Hi again Christine

It has come to my attention that a further charge was placed by HSBC on the title to the property without giving us notification as was specifically requested in the Council's email of 24 June 2019. This will need to be referenced in the s106 Agreement.

Please can you confirm as a matter of urgency that your client and its mortgagee are happy for me to make manuscript amendments to clause 1.6 as follows?

1.6 The Mortgagee as mortgagee under a legal charges registered under Title Number NGL489955 ~~and~~ dated 17 August 2016 and 8 October 2021 respectively is willing to enter into this Agreement to give its consent to the same.

I look forward to your urgent response.

Kind regards,

Louise McLaughlan
Senior Lawyer

Telephone: +4420 7974 1918

From: Louise McLaughlan
Sent: 02 August 2023 15:08
To: Christine Hereward <ch@hereward-solicitors.com>
Subject: RE: S.106 engrossments - Holiday Inn Finchley Road Swiss Cottage
Importance: High

Hi Christine

I'm checking with my colleagues in finance to confirm receipt of payment in relation to the Council's invoice.

In the meantime, are you able to please urgently provide an opinion in relation to the ability of your client to enter into the s106 Agreement and bind the obligations to the land, as set out in the Council's email of 24 June 2019?

If you need to set a date/time for this opinion to be produced I'm happy to say that we can complete on Friday 4th August 2023 – so that the dates align with the opinion when produced.

I look forward to your urgent response.

Kind regards,

Louise McLaughlan
Senior Lawyer

Telephone: +4420 7974 1918

From: Christine Hereward <ch@hereward-solicitors.com>
Sent: 25 July 2023 12:54
To: Louise McLaughlan <Louise.McLaughlan@camden.gov.uk>
Subject: RE: S.106 engrossments - Holiday Inn Finchley Road Swiss Cottage

[EXTERNAL EMAIL] Beware – This email originated outside Camden Council and may be malicious Please take extra care with any links, attachments, requests to take action or for you to verify your password etc. Please note there have been reports of emails purporting to be about Covid 19 being used as cover for scams so extra vigilance is required.

Hi Louise,

I understand that the money was transferred on 20th July.

Regards,
Christine
Christine Hereward
ch@hereward-solicitors.com
Tel: 07900 424640

Hereward & Co, solicitors
Planning Matters

From: Louise McLaughlan <Louise.McLaughlan@camden.gov.uk>
Sent: Thursday, July 13, 2023 7:43 PM
To: Christine Hereward <ch@hereward-solicitors.com>
Subject: RE: S.106 engrossments - Holiday Inn Finchley Road Swiss Cottage

Hi Christine

Are you also able to advise on the first point below please?

I look forward to hearing from you.

Kind regards,

Louise McLaughlan
Senior Lawyer

Telephone: +4420 7974 1918

From: Christine Hereward <ch@hereward-solicitors.com>
Sent: 13 July 2023 17:00
To: Louise McLaughlan <Louise.McLaughlan@camden.gov.uk>
Subject: RE: S.106 engrossments - Holiday Inn Finchley Road Swiss Cottage