

DATED

18 DECEMBER 2024

(1) BLOOMSBURY FIELDS LTD

and

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

A G R E E M E N T

relating to land known as

**14 Bedford Row, 12-13 and 14 Jockey's Fields, London, Holborn, WC1R 4ED
pursuant to**

**Section 106 of the Town and Country Planning Act 1990 (as amended);
s278 of the Highways Act 1980**

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

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Fields CLS/COM/EG/926904 s106

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THIS AGREEMENT is made the

18th

day of DECEMBER 2024

BETWEEN:

A. **BLOOMSBURY FIELDS LTD** (Co. Regn. No. 15154630) whose registered office is at Lynton House 7-12 Tavistock Square, London, England, WC1H 9LT (hereinafter called "the Owner") of the first part

B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute part of the Property under Title Numbers NGL762420, LN94735 and 252489.

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 8 May 2024 and the Council resolved to grant permission conditionally under reference number 2024/1810/P subject to the conclusion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 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 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.

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

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1	"Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"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
2.4	"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
2.5	"CA-D CPZ Review Contribution"	a sum of £30,000 (Thirty Thousand Pounds) payable by the Owner to the Council towards undertaking the Controlled Parking Zone review within the vicinity of the Development to assess whether the current extent of operation of the Controlled Parking Zone within the vicinity of the Property is sufficient to control the increased use of motor vehicle, car parking, traffic levels and vehicle emissions arising as a result of the Development and undertaking any associated measures to impose additional controls if considered necessary as a result of the Controlled Parking Zone review
2.6	"Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.7	"Central London Forward"	the strategic sub-regional partnership for Central London covering (as at the date of this Agreement) twelve local authorities established inter alia to ensure resident's access the skills, jobs, homes, and support required to benefit from Central London's economy

2.8	"Construction Apprentice Default Contribution"	the sum of £20,000 per apprentice being payment for each apprentice required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction apprentice provision
2.9	"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
2.10	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing structures 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 Schedule 3 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):-</p> <ul style="list-style-type: none"> (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 the demolition of the Existing Buildings or structures on the Property and the building out of the Development; (b) proposals to ensure the protection and preservation of the listed building during the Construction Phase; (c) proposals to ensure there are no adverse effects on the Conservation Area features;

		<p>(d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(e) 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);</p> <p>(f) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(g) 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</p>
2.11	"Construction Management Plan Bond"	the sum of £16,000 (Sixteen Thousand Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.4
2.12	"Construction Management Plan Implementation Support Contribution"	the sum of £10,116 (Ten Thousand and One Hundred and Sixteen 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	"Construction	the whole period between

	Phase"	<p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of the existing structures</p>
2.14	"Construction Work Placement Default Contribution"	the sum of being £804 per work placement being payment for each work placement required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction workplace provision
2.15	"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
2.16	"Council's Construction Skills Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.17	"Delivery and Service Management Plan"	<p>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:-</p> <p>(a) a requirement for delivery vehicles to unload from a specific suitably located area;</p> <p>(b) details of the person/s responsible for directing and receiving deliveries to the Property;</p> <p>(c) measures to avoid a number of delivery vehicles arriving at the same time;</p>

		<p>(d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;</p> <p>(e) likely nature of goods to be delivered;</p> <p>(f) the likely size of the delivery vehicles entering the Property;</p> <p>(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</p> <p>(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</p> <p>(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;</p> <p>(j) details of arrangements for refuse storage and servicing; and</p> <p>(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</p>
2.18	"Development"	<p>change of use from Office (Use Class E) to Apart-Hotel (Use Class C1), partial demolition of link structure, introduction of terrace, rooftop plant and other associated physical works as shown on drawing numbers:- Planning Statement, prepared by Savills; Cover Letter, prepared by Savills; Marketing Evidence, prepared by</p>

		<p>CBRE; Interest Schedule, prepared by CBRE; Design and Access Statement, prepared by White Red Architects; Existing and Proposed Plans, prepared by White Red Architects; Heritage Statement, prepared by Donald Insall Associates; Acoustic Report, prepared by Venta; Air Quality Assessment, prepared by RWDI; Construction Management Plan, prepared by Motion; Energy Statement, prepared by EnergyLab; Sustainability Statement (incl. BREEAM Pre-Assessment), prepared by EnergyLab; Landscaping Scheme, prepared by White Red Architects; Transport Assessment (incl. Travel Plan and Delivery and Servicing Management Plan), prepared by Motion; Sustainable Drainage Systems (SuDS) Strategy, prepared by Elliot Wood; Fire Safety Statement, prepared by Semper; Statement of Community Involvement, prepared by Concilio.</p>																																										
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2.19	"Disabled Car Parking Contribution"	a sum of £4,000 (Four Thousand Pounds) to be paid by the Owner to the Council towards the provision of an off-site disabled car parking space to be provided in a suitable location on the Public Highway and ideally within no more than 50 metres distance from the Property
2.20	"Electric Vehicle Charging Contribution"	a sum of £20,000 (Twenty Thousand Pounds) to be paid by the Owner to the Council towards provision of an electric vehicle fast charger on an island infrastructure on a Public Highway in the vicinity of the Development to mitigate the car parking pressure caused by the Development on the existing infrastructure in the vicinity of the Development
2.21	"Employment Skills and Supply Plan"	a plan setting out a package of measures to be adopted by the Owner in order to maximise employment and procurement opportunities relating to the Development and

		<p>for it to satisfy the obligations contained in clause 4.10 of this Agreement through (but not be limited to) the following:-</p> <p>(a) ensuring advertising of all construction vacancies exclusively through the Council's Construction Centre in the first instance and only promoting more widely if a candidate cannot be found within 28 days through the Council's Construction Centre;</p> <p>(b) during the Construction Phase to ensure at least 20% of the onsite workforce is comprised of local people residing in Camden;</p> <p>(c) to ensure the provision of 3 (three) construction apprentices;</p> <p>(d) make provision during the Construction Phase for no less than 5 (five) work placements;</p> <p>(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;</p> <p>(f) ensure delivery of a minimum of 3 (three) end use apprenticeships for the hotel operation;</p> <p>(g) commit to join the Council's Inclusive Business Network and promote good employment practice to occupiers of the Development;</p> <p>(h) commit to working with Good Work Camden and the Council's Inclusive Economy Service to recruit vacancies locally and to offer specific opportunities to those furthest</p>
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		<p>from the labour market, possibly through supported employment initiatives; and</p> <p>(g) commit to following the Local Procurement Plan</p>
2.22	"Energy Efficiency and Renewable Energy Plan"	<p>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:-</p> <p>(a) the incorporation of the measures set out in the submission document entitled Energy Statement Issue 2 Issued as WIP and dated 3 May 2024 by Energylab Consulting Ltd;</p> <p>(b) to achieve net zero carbon through the payment of a Carbon Offset Contribution for the remaining carbon emissions after required on site reductions;</p> <p>(c) to achieve an overall 73% reduction in on-site carbon emissions beyond the Part L 2021 baseline and for the avoidance of doubt the baseline is 147.64 tonnes of carbon per annum;</p> <p>(d) a minimum 12% Be Lean stage reduction through energy efficiency;</p> <p>(e) a minimum 61% Be Green stage reduction through on site renewable energy;</p> <p>(f) measures to ensure the Development's operational energy performance is monitored and reported on in accordance with the Greater London Authority's 'Be Seen' Energy Monitoring Guidance (or successor guidance)</p> <p>(g) further details (including detailed drawings, any necessary surveys and system specifications) of how</p>

		<p>the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will meet the target reduction in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies; and</p> <p>(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</p>
2.23	"Employment and Training Contribution"	<p>the sum of £72,475 (Seventy Two Thousand Four Hundred Seventy 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 to support activities that create or promote opportunities for employment or training</p>
2.24	"Highways Contribution"	<p>the sum of £20,000 (Twenty Thousand 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>(a) to make good the damage caused to the Public Highway as a result of the Development (if any); and</p> <p>(b) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers</p>

		costs
2.25	"Hotel Operational Management Plan"	<p>a plan incorporating a package of measures to be adopted by the Owner in the operation and management of the Development to include (but not limited to) the following:-</p> <ul style="list-style-type: none"> (a) measures to ensure no coach parties are accepted at the Property; (b) measures to ensure that no customers are being picked up or dropped off by coach at any time directly outside the Property, (c) any further information the Council may reasonably require; and (d) 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
2.26	"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
2.27	"Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.28	"Micro Mobility Improvements Contribution"	a sum of £2,000 (Two Thousand Pounds) to be paid by the Owner to the Council towards the provision of micromobility improvements including provision of additional capacity for parking dockless rental e-bikes and rental e-scooters by providing additional bays and expanding existing bays within the vicinity of the Development
2.29	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.30	"Parties"	together the Council and the Owner
2.31	"Pedestrian Cycling and Environmental Improvements"	the sum of £8,000 (Eight Thousand 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

	Contribution"	event of receipt for the provision of various pedestrian cycle and public realm improvements in the vicinity of the Development
2.32	"Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 8 May 2024 for which a resolution to grant permission has been passed conditionally under reference number 2024/1810/P subject to conclusion of this Agreement
2.33	"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
2.34	"Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.35	"Property"	the land known as 14 Bedford Row, 12-13 and 14 Jockey's Fields London Holborn WC1R 4ED the same as edged red on the plan annexed hereto
2.36	"Public Highway"	any carriageway footway and/or verge maintainable at public expense
2.37	"Sustainability Plan"	<p>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:-</p> <p>(a) achieve the targets set out in the submission document entitled Energy Statement Issue 2 Issued as WIP dated 3 May 2024 and Energy Strategy Addendum issue 0 dated 10 June 2024;</p> <p>(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 83% of the credits in Energy category, 100% of the credits in Water category, and 53.8% of the credits in Materials category;</p>

		<p>(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;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(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</p> <p>(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</p>
2.38	"Travel Plan"	<p>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:-</p> <p>(a) the elements set out in the Schedule 5 hereto;</p>

		<p>(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;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(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</p> <p>(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; and</p> <p>(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</p>
2.39	"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
2.40	"Travel Plan Monitoring and Measures Contribution"	the sum of £11,348 (Eleven Thousand Three Hundred and Forty Eight 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

		<p>(i) the monitoring comment advice and approval (where appropriate) on the Owner's draft Travel Plan; and</p> <p>(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</p> <p>to be carried out over a six year period from the date of first Occupation of the Development</p>
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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 278 of the Highways Act 1980, 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 Where any consent or agreement or approval is required under the terms of this Agreement, such consent, agreement or approval 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 CA-D CPZ Review Contribution

- 4.2.1 On or prior to the Implementation Date to pay the CA-D CPZ Review Contribution to the Council in full.
- 4.2.2 Not to Implement or permit Implementation of the Planning Permission unless the CA-D CPZ Review Contribution has been paid to the Council in full.

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.
- 4.3.1 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.
- 4.3.2 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.
- 4.3.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the

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 Construction Management Plan Bond

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.
- 4.4.1 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
- 4.4.2 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.
- 4.4.3 The Owner must once notified by the Council in accordance with Clause 4.4.3 acknowledge the notice within 24 hours of being notified and:
 - (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or
 - (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).
- 4.4.4 In the event the Owner does not comply with the obligations in 4.4.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the

approved Construction Management Plan specified in the notice served under clause 4.4.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.

- 4.4.5 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.4.5.

4.5 Disabled Car Parking Contribution

- 4.5.1 On or prior to the Implementation Date to pay to the Council the Disabled Car Parking Contribution in full.

- 4.5.1 Not to Implement or permit Implementation of the Planning Permission unless and until the Disabled Car Parking Contribution has been paid to the Council in full.

4.6 Delivery and Service Management Plan

- 4.6.1 On or prior to Implementation to submit to the Council for approval the Delivery and Service Management Plan.

- 4.6.2 Not to Implement the Planning Permission unless the Delivery and Service Management Plan has been submitted to the Council for approval.

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

- 4.6.4 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 Delivery and 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 Delivery and Service Management Plan.

4.7 Electric Vehicle Charging Contribution

- 4.7.1 On or prior to the Implementation Date to pay to the Council the Electric Vehicle Charging Contribution in full.
- 4.7.2 Not to Implement or permit Implementation of the Planning Permission unless and until the Electric Vehicle Charging Contribution has been paid to the Council in full.

4.8 Energy Efficiency and Renewable Energy Plan

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.8.2 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.
- 4.8.3 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.
- 4.8.4 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.

4.9 Employment and Training Contribution

- 4.9.1 On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution in full.
- 4.9.2 Not to Implement or to permit Implementation until such time as the Council has received the Employment and Training Contribution in full.

4.10 Employment Skills and Supply Plan

- 4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Employment Skills and Supply Plan.
- 4.10.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment Skills and Supply Plan as demonstrated by written notice to that effect.
- 4.10.3 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 Skills and Supply 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 Skills and Supply 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.
- 4.10.4 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 Skills and Supply 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 Skills and Supply Plan.

4.11 Highways Contribution

- 4.11.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

- 4.11.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

- 4.11.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory

undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.11.4 On completion of the Highway Works or on confirming that no Highway Works are required the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") (if any) expended by the Council in carrying out the Highway Works.

4.11.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.11.6 If the Certified Sum is less than the amount of the Highway Contribution then the Council shall within thirty days of issuing the said certificate pay to the Council the unused amount of the Highway Contribution.

4.12 Local Employment

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

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

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

- a) at least 20% of the onsite workforce is comprised of local people residing in Camden;
- b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development as follows:
 - i. exclusively with the Council's Construction Skills Centre for a minimum of 28 days of the recruitment period for the Development; and
 - ii. after the expiry of the advertising period specified in paragraph (i)(a) above, to work with the Council to advertise construction vacancies

through the Council's Construction Skills Centre and with Central London Forward;

- d) that the Council's Construction Skills 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 Council's Construction Skills Centre and employed during the Construction Phase.

4.12.4 The Owner shall ensure that at all times during the Construction Phase no less than 3 (three) construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Council's Construction Skills Centre;
- (ii) employed for the duration of the apprenticeship;
- (iii) paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>; and

4.12.5 The Owner shall ensure that during the Construction Phase of the Development no less than 5 (five) paid work placements are provided at the Development for a minimum of four weeks for each placement paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.

4.12.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.12.4 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.

4.12.7 If the Owner is unable to provide the work placements in accordance with Clause 4.12.5 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- a) forthwith pay the Council the Construction Work Placement Default Contribution in respect of each individual work placement not provided; and
- b) shall not Occupy or permit Occupation until such time as the Construction Work Placement Default Contribution (based on the each individual workplace placement) has been paid in full.

4.12.8 Following the Occupation Date of the Development the Owner shall ensure that at all times it will (unless otherwise agreed with the Council) have in its employ no less than 3 (three) end use apprentice always ensuring the apprentice shall be:-

- (a) recruited through the Council's Inclusive Economy 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 for the duration of the apprenticeship;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve their apprenticeship qualification; and
- (f) be supervised by a member of staff within the completed Development

4.12.9 Notwithstanding the provisions in Clause 4.10 (above) of this Agreement, during the Construction Phase and the end use of the Development the Owner shall provide employment 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 Council's Construction Skills Centre and the Council's Inclusive Economy Team.

4.13 Local Procurement Plan

4.13.1 On or prior to the Implementation Date to submit to the Council for approval the Local Procurement Plan.

4.13.2 Not to Implement nor permit Implementation until such time as the Council has approved the Local Procurement Plan as demonstrated by written notice to that effect.

4.13.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Local Procurement 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 Local Procurement 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.

4.13.4 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 Local Procurement 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 Local Procurement Plan.

4.14 Micro Mobility Improvements Contribution

4.14.1 On or prior to the Implementation Date to pay to the Council the Micro Mobility Improvements Contribution in full.

4.14.2 Not to Implement or permit Implementation of the Planning Permission unless the Micro Mobility Improvements Contribution has been paid to the Council in full.

4.15 Hotel Operational Management Plan

4.15.1 On or prior to the Occupation Date to submit to the Council for approval the Hotel Operational Management Plan.

4.15.2 Not to Occupy or permit Occupation of the Development unless the Hotel Operational Management Plan has been submitted to the Council for approval.

4.15.3 Not to Occupy or permit Occupation of the Development unless the Hotel Management Plan has been approved by the Council in writing.

4.15.3 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 Hotel Operational 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 Hotel Operational Management Plan.

4.15.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when coach party bookings are accepted and permitted by the Property.

4.16 Pedestrian Cycling and Environmental Improvements Contribution

4.16.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution in full.

4.16.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution in full.

4.17 Sustainability Plan

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

4.17.2 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.

4.17.3 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 Property.

4.17.4 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.

4.18 Travel Plan

4.18.1 On or prior to the Occupation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution

4.18.2 Not to Occupy or permit Occupation 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.

4.18.3 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 2024/1810/P the date upon which the Development will be ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council 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 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.

- 5.4 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 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.
- 5.5 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.
- 5.6 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 2024/1810/P.
- 5.7 Payment of any 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 2024/1810/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 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.

5.9 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

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

5.10 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

2024/1810/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 and its monitoring fees 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 its successors in title nor any person deriving title from it 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 Parties agree that the obligations contained in this Agreement shall not be enforceable against any future 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 has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
BLOOMSBURY FIELDS LTD LIMITED)
acting by a Director)
in the presence of a witness)

.....
Witness Signature

Witness Name: CHRIS RAILSTON-BROWN
Address: Lynton House, 7-12 Tavistock Sq., London, WC1H 9LT
Occupation: CDO

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

Authorised Signatory

J. Aorden



SCHEDULE 1
SITE LOCATION PLAN

KEY	REV	DATE	DESCRIPTION	PROJECT TEAM	NOTE	LOCATION	WHITE RED
	P01	2006.20	FOR PLANNING	PROJECT MANAGER: GOWE	1. This drawing is for planning purposes only.	14 BEDFORD ROW LONDON WC1R 4ED	14 BEDFORD ROW LONDON WC1R 4ED
				HERITAGE: DONALD INSH ASSOCIATES	2. The site is located within the London Borough of Westminster.		
				CONSULTANT: GOSSETT	3. The site is located within the London Borough of Westminster.		
				STRUCTURAL ENGINEER: BOGARD	4. The site is located within the London Borough of Westminster.		
				MEP: [blank]	5. The site is located within the London Borough of Westminster.		
				PUMPING CONSULTANT: LUNNEL	6. The site is located within the London Borough of Westminster.		
				FIRE CONSULTANT: LUNNEL	7. The site is located within the London Borough of Westminster.		
				HAZARDOUS CONSULTANT: WOOTEN	8. The site is located within the London Borough of Westminster.		
				COMMS: [blank]	9. The site is located within the London Borough of Westminster.		
				CONSULTANT: [blank]	10. The site is located within the London Borough of Westminster.		
				CONSULTANT: [blank]	11. The site is located within the London Borough of Westminster.		
				CONSULTANT: [blank]	12. The site is located within the London Borough of Westminster.		
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SCHEDULE 2

DRAFT PLANNING PERMISSION



Application ref: 2024/1810/P
Contact: Josh Lawlor
Tel: 020 7974 2337
Date: 16 December 2024

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

Savills
33 Margaret Street
Westminster
London
W1G 0JD
United Kingdom

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:
14 Bedford Row
12-13 and 14 Jockey's Fields
London
Holborn
WC1R 4ED

Proposal:

Change of use from Office (Use Class E) to Apart-Hotel (Use Class C1), partial demolition of link structure, introduction of terrace, rooftop plant and other associated physical works.

Drawing Nos: Planning Statement, prepared by Savills; Cover Letter, prepared by Savills; Marketing Evidence, prepared by CBRE; Interest Schedule, prepared by CBRE; Design and Access Statement, prepared by White Red Architects; Existing and Proposed Plans, prepared by White Red Architects; Heritage Statement, prepared by Donald Insall Associates; Acoustic Report, prepared by Venta; Air Quality Assessment, prepared by RWDI; Construction Management Plan, prepared by Motion; Energy Statement, prepared by EnergyLab; Sustainability Statement (incl. BREEAM Pre-Assessment), prepared by EnergyLab; Landscaping Scheme, prepared by White Red Architects; Transport Assessment (incl. Travel Plan and Delivery and Servicing Management Plan), prepared by Motion; Sustainable Drainage Systems (SuDS) Strategy, prepared by Elliot Wood; Fire Safety Statement, prepared by Semper; Statement of Community Involvement, prepared by Concilio.

5491_P00001_P01_Site Location Plan; 5491_P01302_P01_Existing Section EE; 5491_P01099_P01_Existing Basement Plan; 5491_P01100_P01_Existing Ground Floor; 5491_P01101_P01_Existing First Floor; 5491_P01102_P01_Existing Second Floor; 5491_P01103_P01_Existing Third Floor; 5491_P01104_P01_Existing Fourth Floor; 5491_P01105_P01_Existing Roof Plan; 5491_P01200_P01_Existing Bedford Row Elevation; 5491_P01201_P01_Existing Jockeys Fields Front Elevation; 5491_P01202_P01_Existing Jockeys Fields Rear Elevation; 5491_P01300_P01_Existing Sections AA and BB; 5491_P01301_P01_Existing Sections CC and DD

5491_P12099_P01_Demolition Basement Plan; 5491_P12100_P01_Demolition Ground Floor; 5491_P12101_P01_Demolition First Floor; 5491_P12102_P01_Demolition Second Floor; 5491_P12103_P01_Demolition Third Floor; 5491_P12104_P01_Demolition Fourth Floor; 5491_P12105_P01_Demolition Roof Plan; 5491_P12200_P01_Demolition Bedford Row Elevation; 5491_P12201_P01_Demolition Jockeys Fields Front Elevation; 5491_P12202_P01_Demolition Jockeys Fields Rear Elevation; 5491_P12300_P01_Demolition Sections AA and BB; 5491_P12301_P01_Demolition Sections CC and DD; 5491_P12302_P01_Demolition Section EE

5491_P00099_P01_Proposed Basement Plan.; 5491_P00100_P01_Proposed Ground Floor; 5491_P00101_P01_Proposed First Floor; 5491_P00102_P01_Proposed Second Floor; 5491_P00103_P01_Proposed Third Floor; 5491_P00104_P01_Proposed Fourth Floor; 5491_P00105_P01_Proposed Roof Plan; 5491_P00200_P01_Proposed Bedford Row Elevation; 5491_P00201_P01_Proposed Jockeys Fields Front Elevation; 5491_P00202_P01_Proposed Jockeys Fields Rear Elevation; 5491_P00300_P01_Proposed Sections AA and BB
5491_P00301_P01_Proposed Sections CC and DD

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 and documents:

Planning Statement, prepared by Savills; Cover Letter, prepared by Savills; Marketing Evidence, prepared by CBRE; Interest Schedule, prepared by CBRE; Design and Access Statement, prepared by White Red Architects; Existing and Proposed Plans, prepared by White Red Architects; Heritage Statement, prepared by Donald Insall Associates; Acoustic Report, prepared by Venta; Air Quality Assessment, prepared by RWDI; Construction Management Plan, prepared by Motion; Energy Statement, prepared by EnergyLab; Sustainability Statement (incl. BREEAM Pre-Assessment), prepared by EnergyLab; Landscaping Scheme, prepared by White Red Architects; Transport Assessment (incl. Travel Plan and Delivery and Servicing Management Plan), prepared by Motion; Sustainable Drainage Systems (SuDS) Strategy, prepared by Elliot Wood; Fire Safety Statement, prepared by Semper; Statement of Community Involvement, prepared by Concilio.

5491_P00001_P01_Site Location Plan; 5491_P01302_P01_Existing Section EE; 5491_P01099_P01_Existing Basement Plan; 5491_P01100_P01_Existing Ground Floor; 5491_P01101_P01_Existing First Floor; 5491_P01102_P01_Existing Second Floor; 5491_P01103_P01_Existing Third Floor; 5491_P01104_P01_Existing Fourth Floor; 5491_P01105_P01_Existing Roof Plan; 5491_P01200_P01_Existing Bedford Row Elevation; 5491_P01201_P01_Existing Jockeys Fields Front Elevation; 5491_P01202_P01_Existing Jockeys Fields Rear Elevation; 5491_P01300_P01_Existing Sections AA and BB; 5491_P01301_P01_Existing Sections CC and DD

5491_P12099_P01_Demolition Basement Plan; 5491_P12100_P01_Demolition Ground Floor; 5491_P12101_P01_Demolition First Floor; 5491_P12102_P01_Demolition Second Floor; 5491_P12103_P01_Demolition Third Floor; 5491_P12104_P01_Demolition Fourth Floor; 5491_P12105_P01_Demolition Roof Plan; 5491_P12200_P01_Demolition Bedford Row Elevation; 5491_P12201_P01_Demolition Jockeys Fields Front Elevation; 5491_P12202_P01_Demolition Jockeys Fields Rear Elevation; 5491_P12300_P01_Demolition Sections AA and BB; 5491_P12301_P01_Demolition Sections CC and DD; 5491_P12302_P01_Demolition Section EE

5491_P00099_P01_Proposed Basement Plan.; 5491_P00100_P01_Proposed Ground Floor; 5491_P00101_P01_Proposed First Floor; 5491_P00102_P01_Proposed Second Floor; 5491_P00103_P01_Proposed Third Floor; 5491_P00104_P01_Proposed Fourth Floor; 5491_P00105_P01_Proposed Roof Plan; 5491_P00200_P01_Proposed Bedford Row Elevation; 5491_P00201_P01_Proposed Jockeys Fields Front Elevation; 5491_P00202_P01_Proposed Jockeys Fields Rear Elevation; 5491_P00300_P01_Proposed Sections AA and BB; 5491_P00301_P01_Proposed Sections CC and DD

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

- 3 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

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

- 4 The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the typical existing background noise level by at least 10dBA, or by 15dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 5 Prior to use, machinery, plant or equipment at the development shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration-isolated from the casing and adequately silenced and maintained as such.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 6 Prior to commencement of development, drawings and data sheets showing the location, extent and predicted energy generation of photovoltaic cells 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 a meter 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 cells shall be installed in full accordance with the details approved by the Local Planning Authority 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 (Climate change mitigation) of the London Borough of Camden Local Plan 2017.

- 7 Rainwater harvesting:

Prior to the occupation of the apart hotel rooms hereby approved, details of rainwater recycling proposals should be submitted to the local planning authority and approved in writing. The development shall thereafter be constructed in accordance with the approved details.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan Policies and Policy SI 13 of the London Plan 2021.

- 8 The development hereby approved shall achieve a maximum internal water use of 105litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 9 Prior to commencement of development, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include:

- i. a detailed scheme of maintenance
- ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials use
- iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, CC4, D1, D2, and A3 of the London Borough of Camden Local Plan 2017.

- 10 Hours of use of the roof terrace

The first-floor flat roof of the link structure, as shown on drawing number 5491_P00101_P01, shall not be used as a roof terrace, sitting-out area or other amenity space outside of the times of 9 am to 11 pm daily (it can be used in the event of an emergency).

Reason: To protect the amenity of adjoining occupiers and the area in accordance with policy A1 of the Camden Local Plan 2017.

- 11 Installation of landscaping and seating privacy buffer

The seating and planting, as shown on 5491_P00101_P01, shall be installed in accordance with the drawing number and permanently retained as such.

Reason: To protect the amenity of adjoining occupiers in terms of privacy in accordance with policy A1 of the Camden Local Plan 2017.

12 Mechanical Ventilation

Prior to commencement of above-ground development, full details of the mechanical ventilation system including air inlet locations shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and the boiler/ CHP stack or any other emission sources and as close to roof level as possible, and include particulate filtration if appropriate to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of residents in accordance with London Borough of Camden Local Plan Policy CC4 and London Plan policy SI 1.

13 Construction related impacts - Monitoring

Air quality monitoring should be implemented on site. No development shall take place until:

1. prior to installing monitors, 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 will be installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance;

2. a confirmation email should be sent to airquality@camden.gov.uk no later than one day after the monitors have been installed with photographic evidence in line with the approved details.

3. prior to commencement, a baseline monitoring report including evidence that the monitors have been in place and recording valid air quality data for at least 3 months prior to the proposed implementation date shall be submitted to the Local Planning Authority and approved in writing.

The monitors shall be retained and maintained on site in the locations agreed with the local planning authority for the duration of the development works, monthly summary reports and automatic notification of any exceedances provided in accordance with the details thus approved. Any changes to the monitoring arrangements must be submitted to the Local Planning Authority and approved in writing.

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

14 Prior to occupation of the apart hotel rooms hereby approved, details of secure and covered cycle storage area for at least 4 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new hotel bedrooms, and permanently retained thereafter.

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

15 Obscure glazing

Prior to the occupation of the development hereby permitted, the bottom pane of the two new windows on the rear elevation of 12-14 Jockey Field's shall be fitted with obscure glass with restricted opening (as shown on drawing number 5491_P00202_P01), and the windows shall be permanently maintained and retained as such thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with policy A1 of the Camden Local Plan 2017.

16 Wheelchair accessible rooms

Prior to the commencement of use of the hotel, there shall be the provision of 3 (5%) fully wheelchair accessible rooms.

Reason: To ensure that the internal layout of the building makes sufficient provision for the needs of people with disabilities in accordance with the requirements of policy D5 of the London Plan 2021 and Policy C6 of the London Borough of Camden Local Plan 2017.

17 Premises to only be used as an apart hotel (Class C1)

Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the premises shall not be used other than as a hotel within a single planning unit.

Reason: In order to ensure that the site is not used as permanent residential accommodation and to protect the amenities of the surrounding area in accordance with policies A1, A4, H6, and D1 of the London Borough of Camden Local Plan (2017).

18 Number of apart-hotel bedrooms

The development hereby permitted shall not comprise more than 65 apart hotel bedrooms upon completion and shall be delivered in accordance with the approved plans set out in Condition 2 of this planning permission.

Reason: In order to ensure that the amenities of the surrounding area are protected in accordance with policies A1, A4 and D1 of the London Borough of Camden Local Plan (2017).

19 Fire safety

The development shall at all times be occupied and managed in strict compliance with the Fire Statement prepared by Fire Safety Statement, prepared by Semper dated 22nd April 2024.

Reason: To ensure that the development incorporates the necessary fire safety measures in accordance with policies D5 and D12 of the London Plan .

20 Waste and recycling storage to be implemented

The waste and recycling storage shown on the approved plans 5491-WRA-ZZ-00-DR-A-P00100] shall be provided prior to the commencement of the use hereby permitted, and shall thereafter be retained for the duration of the development.

Reason: To ensure suitable provision for the occupiers of the development, to encourage the sustainable management of waste and to safeguard the visual amenities of the in accordance with policies CC5, D1 and D2 of the Camden Local Plan 2017.

Informative(s):

- 1 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).
- 2 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, 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.
- 3 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) 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)

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.

- 4 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.

- 5 Construction related impacts - Mitigation

Mitigation measures to control construction-related air quality impacts should be secured within the Construction Management Plan as per the standard CMP Pro-Forma. The applicant will be required to complete the checklist and demonstrate that all mitigation measures relevant to the level of identified risk are being included.

- 6 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. Camden adopted new CIL rates in October 2020 which can be viewed at the above link.
- 7 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.
- 8 Non-road mobile machinery (NRMM) is any mobile machine or vehicle that is not solely intended for carrying passengers or goods on the road. The Emissions requirements are only applicable to NRMM that is powered by diesel, including diesel hybrids. For information on the NRMM Low Emission Zone requirements and to register NRMM, please visit "<http://nrmm.london/>".
- 9 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.
- 10 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

[https://www.gov.uk/appeal-planning-decision.](https://www.gov.uk/appeal-planning-decision)

Yours faithfully

Supporting Communities Directorate

SCHEDULE 3

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://www.camden.gov.uk>

Please use the Minimum Requirements (also available on the Council's website) 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

SCHEDULE 4

LOCAL PROCUREMENT STRATEGY

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.

SCHEDULE 5

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 curtilage 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.