



Appeal Decision

Site visit made on 5 June 2018

by J Bell-Williamson MA MRTPI

an Inspector appointed by the Secretary of State

Decision date: 12th September 2018

Appeal Ref: APP/X5210/W/18/3195374

Pavement outside 133 Clerkenwell Road, London EC1R 5DB

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant approval required under Schedule 2, Part 16, Class A of the Town and Country Planning (General Permitted Development)(England) Order 2015 (as amended).
 - The appeal is made by Mr Tom Fisher on behalf of Euro Payphone Ltd against the decision of the Council of the London Borough of Camden.
 - The application Ref 2017/3550/P, dated 22 March 2017, was refused by notice dated 7 August 2017.
 - The development proposed is 'installation of 1 x telephone kiosk on the pavement'.
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Decision

1. The appeal is allowed and approval is granted under the provisions of Schedule 2, Part 16, Class A of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) for the siting and appearance of a telephone kiosk on the pavement outside 133 Clerkenwell Road, London EC1R 5DB in accordance with the terms of the application Ref 2017/3550/P, dated 22 March 2017, and the plans submitted with it.

Procedural Matters

2. The description of development is taken from the appeal form to provide certainty of the proposal subject to the appeal. As an electronic communications code operator, the appellant benefits from deemed planning permission for a proposed payphone kiosk that falls within the permitted development rights of Schedule 2, Part 16, Class A of the Town and Country Planning (General Permitted Development) (England) Order 2015 (GPDO), subject to the prior approval requirements under paragraph A.3. The appellant applied to the Council on that basis. The Council determined that prior approval was required and it was refused for the siting and appearance of the payphone kiosk.
 3. The Council makes reference to Policies D1, D2, G1, A1, C6, T1 and C5 of the Camden Local Plan 2017. However, the principle of development is established by the GPDO and the prior approval provisions include no requirement that regard be had to the development plan. The provisions of the GPDO require the local planning authority to assess the proposed development solely on the basis
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of its siting and appearance, taking into account any representations received. Nonetheless, I have had regard to the above-mentioned policies and related guidance referred to in so far as they are relevant to matters of siting and appearance.

4. The National Planning Policy Framework (the Framework) deals with supporting high quality communications infrastructure, including applications for prior approval, and requires that local planning authorities must determine applications on planning grounds. As the principle of development is established by the GPDO, considerations such as need for the payphone kiosk are not a relevant matter. However, the appeal site is within the Hatton Garden Conservation Area and statutory requirements of Section 72(1) of the Planning (Listed Buildings and Conservation Areas) Act 1990 require that special attention shall be paid to the desirability of preserving or enhancing the character or appearance of that area. The Framework states that when considering the impact of a proposal on the significance of designated heritage assets, great weight should be given to the asset's conservation and that significance can be harmed or lost through development within their setting.

Main Issue

5. The main issue is whether or not approval should be given in respect of the siting and appearance of the proposed kiosk, with particular regard to whether it would preserve or enhance the character or appearance of the Hatton Garden Conservation Area, the effect on highway and pedestrian safety, and the effect on crime and anti-social behaviour.

Reasons

6. The location of the proposed kiosk is the pavement on the south side of the busy Clerkenwell Road close to its intersection with Grays Inn Road and Theobalds Road. The kiosk would be positioned close to the pavement edge in front of No 133, which has a retail frontage at ground floor, with a number of street trees immediately in front of this and neighbouring shops.
7. The Hatton Garden Conservation Area covers approximately 20 hectares west of Farringdon Road. Its historic character derives largely from its industrial, commercial and residential buildings of the late nineteenth to mid twentieth centuries, combined with an intricate street pattern. The area around this part of Clerkenwell Road is characterised by large multi-storied buildings with commercial and retail uses at street level and attractive Victorian facades above this, apparently in residential and office use.
8. There is a limited amount of street furniture along either side of this stretch of Clerkenwell Road. Three cycle stands are positioned parallel to the road adjacent to the location of the proposed kiosk, with a free-standing wayfinding column just beyond the stands. There are no other telephone kiosks visible within the immediately surrounding area.
9. While the kiosk would have a larger footprint than the adjacent stands and sign, as a piece of street furniture its position and scale would also be seen in the

context of existing larger lighting columns and traffic lights. Its relatively slim frame and laminated glass panels means that it would not be a bulky or otherwise obtrusive visual addition in this location; and due to the limited existing street furniture it would not result in cumulative visual clutter.

10. The positive character and appearance of this part of the conservation area derives from the original upper storeys and historic facades of the large blocks either side of the road. The limited scale and modern appearance of the kiosk would be viewed not against this background but principally against the busy commercial street level with its retail and other signage, street furniture and high levels of vehicular and pedestrian traffic. As such, it would reflect and preserve, rather than harm, the character and appearance of the area directly related to its siting.
11. Turning to the effect on highway and pedestrian safety, I acknowledge that this is a heavily-used pedestrian route as I observed during the inspection. The kiosk would be positioned in line with the adjacent cycle stands and wayfinding column but due to its size, it would protrude further onto the pavement than these existing features. The Council indicates that detailed drawings were not provided to enable a full appreciation of the effects of the kiosk's position. However, the appeal submissions do include an illustrative diagram of the position of the kiosk and the remaining area of pavement. This information, all the other submitted material and the site inspection enabled me to consider the effect of the proposal on its merits.
12. The main area of pedestrian usage is between the street trees and pavement edge. Due to its position slightly forward of the other trees, the tree opposite the wayfinding column results in a narrower gap than would be the case between the kiosk and the nearest opposite tree. As such, the position of the kiosk would not narrow this section of pavement more than is already the case with regard to the position of existing street furniture and trees. Moreover, the width of the remaining pavement would be no narrower than that further down Clerkenwell Road, eastwards beyond No 131, which carries similar pedestrian volumes.
13. The main parties and Transport for London (TfL) refer to the TfL *Pedestrian Comfort Guidance*, which provides recommended footway widths for different levels of pedestrian flow. In areas of high flow such as this the unobstructed pavement width should be no less than 3.3 metres. I observed that while the main desire line is between the trees and pavement, pedestrians do also use the area between the trees and shop fronts, providing additional capacity in an area of high usage. I consider, therefore, that the total width available with the kiosk in position would meet this recommended requirement.
14. Taking these findings as a whole, I conclude that the existence of the kiosk would not materially change the current situation to the extent that it would cause unacceptable harm to highway and pedestrian safety. While I note that there are aspirations for a scheme of public realm improvements within the site's vicinity, I am unaware of further details that would have a direct bearing on the proposal before me and, therefore, this matter cannot have a determinative effect on the appeal's outcome.

15. With regard to the potential for crime and anti-social behaviour associated with the kiosk, this is a busy commercial location, with a number of night-time uses nearby and which is open to surveillance. Moreover, the open design of the kiosk and use of glass panels means that users of the kiosk would remain largely visible from the surrounding public realm. Other kiosks within the wider surrounding area do not have a sufficient direct relationship with the proposed location that any cumulative effect would lead to greater risk of crime or anti-social behaviour occurring. While there may be examples of such behaviour related to other kiosks in the wider area, for the reasons given this is insufficient basis to assume that it will also occur in this specific location.
16. The Council refers to the existence of other telephone kiosks along Grays Inn Road and therefore questions whether the current proposal is required. However, as noted above, the principle of development is established by the GPDO and therefore considerations such as need for the kiosk are not a relevant matter.
17. Accordingly, for all the above reasons, I conclude that the siting and appearance of the proposed kiosk would preserve the character and appearance of the Hatton Garden Conservation Area and would not have an unacceptably harmful effect on highway and pedestrian safety, or on crime and anti-social behaviour. Therefore, the appeal should succeed.

Other Matters

18. The Council's additional reason for refusal is that the kiosk would not be accessible to wheelchair users. However, as already noted, the provisions of the GPDO require a local planning authority to assess the proposed development solely on the basis of its siting and appearance. As this matter, including compliance with any British Standards relating to accessibility, does not fall within the specific scope of these issues relating to prior approval, I cannot take account of it as having a direct bearing on the appeal's outcome. In reaching this view I have had full regard to the Public Sector Equality Duty.

Conditions

19. The grant of prior approval for the payphone kiosk is subject to the standard conditions set out in the GPDO, including an implementation timescale, removal of the structure/apparatus when it is no longer required for electronic telecommunications purposes and accordance with the details submitted with the application.

Conclusion

20. For the reasons given above and having regard to all matters raised, I conclude that the appeal should succeed and prior approval be granted subject to the standard conditions set out in Schedule 2, Part 16, Class A of the GPDO.

J Bell-Williamson

INSPECTOR



Appeal Decisions

Site visit made on 29 September 2020

by **I A Dyer BSc (Eng) FCIHT**

an Inspector appointed by the Secretary of State

Decision date: 16 November 2020

Appeal A Ref: APP/X5210/W/20/3254037

Telephone Kiosk outside 197 Kentish Town Road, London NW5 2JU

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
 - The appeal is made by Mr Richard Wilson and New World Payphones against the decision of the Council of the London Borough of Camden.
 - The application Ref 2019/3996/P, dated 5 August 2019, was refused by notice dated 27 March 2020.
 - The development proposed is replacement of existing telephone kiosk with new telephone kiosk.
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Appeal B Ref: APP/X5210/H/20/3252962

Telephone Kiosk outside 197 Kentish Town Road, London NW5 2JU

- The appeal is made under Regulation 17 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 against a refusal to grant express consent.
 - The appeal is made by Mr Richard Wilson and New World Payphones against the decision of the Council of the London Borough of Camden.
 - The application Ref 2019/4481/A, dated 5 August 2019, was refused by notice dated 27 March 2020.
 - The advertisement proposed is illuminated digital advertisement display integrated within replacement telephone kiosk.
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Decisions

Appeal A Ref: APP/X5210/W/20/3254037

1. The appeal is dismissed.

Appeal B Ref: APP/X5210/H/20/3252962

2. The appeal is dismissed.

Procedural Matters

3. The applications were submitted together on a single application form covering both planning permission and consent to display advertisements. As set out above there are two appeals on this site relating to different aspects of the same proposal. I have considered each proposal on its individual merits. However, to avoid duplication I have dealt with the two schemes together, except where otherwise indicated.
4. The Council has referred to development plan policies in respect of Appeal B. As advertisement proposals can only be considered on the basis of amenity and public safety considerations, I have taken into account relevant development

plan policies so far as they relate to these issues, but in themselves they have not been determinative from the point of view of my overall conclusion on the advertisement appeal.

5. Subsequent to the determination of the application the appellants have submitted an amended plan (PY3292/025 rev A) which reflects changes to street furniture in the vicinity of the proposal. I have determined this appeal having regard to the layout of the street scene as it was at the time of my site visit.

Main Issues

6. Since submitting the appeal the Main Parties have entered into an Agreement made under Section 106 of the Town and Country Planning Act 1990, Section 111 of the Local Government Act 1972, Section 278 of the Highways Act 1980, Section 1 of the Localism Act 2011 and the New Roads and Streetworks Act 1991 (the Agreement). Through the Agreement, the proposal would replace the existing kiosk and remove three others. The Agreement would also make provision for a new street tree to be provided for each of the kiosks removed. Further provision is made for the cleaning and upkeep of the replacement kiosk to an agreed standard. The Agreement also makes provision for the Council to have access to the advertising panel and provide a wayfinding screen to display Council messages, including emergency messages. I have taken the Agreement into account as part of my consideration of both appeals and I am satisfied that it is both acceptable and necessary.
7. I consider that, through the Agreement, the Council's concerns relating to the fourth reason for refusal in the Decision Notice relating to Appeal A are addressed.
8. The main issues in relation to Appeal A are, therefore, (i) the effect of the proposal on the character or appearance of the site and the immediate area with particular reference to 189-197 Kentish Town Road, 205-211 Kentish Town Road and 207-223 Kentish Town Road, which are Locally Listed Buildings (LLBs), and 213-215 Kentish Town Road which is a Grade II Listed Building (LB), and (ii) the effect of the siting of the proposed development on pedestrian movement and public safety.
9. In relation to Appeal B, the control of advertisements is exercisable only with respect to amenity and public safety. In this case, the main issue is the effect of the proposed advertisement on amenity.

Reasons

10. The site is located outside 189-197 Kentish Town Road, an LLB currently containing an empty shop unit and a convenience store, on the footway of Kentish Town Road. Kentish Town Road is a wide street with commercial uses on both sides. The range of shops and services provided and the high-density housing in the area combine to result in Kentish Town Road having the character of a busy urban street. The buildings exhibit a mix of architectural styles, including modern infill, generally with more modern shop fronts below.
11. The significance of 213-215 Kentish Town Road derives from the architectural features of its façade to Kentish Town Road, as an example of an arcade shop front typifying a style common in the 1930s, reflective of trading practices at that time

12. The significance of the LLBs derives from their architectural compositions, attractive appearance and grouping.
13. There is a wide footway between the shop frontage and the vehicular carriageway in the vicinity of the site. In the immediate locality there is limited street furniture, of a contemporary design, including an existing telephone kiosk, bicycle racks, litter bins, street lighting columns, and a street tree in a large planter. Advertising on the commercial units includes some internally illuminated signage but is generally low key and incorporates static images. Overall the area has a pleasant sense of spaciousness despite its busy urban character.
14. The Council, as part of their consideration of the application, requested usage figures for the kiosks that would be removed or replaced. Whilst this demonstrated a low level of usage, a degree of usage was nonetheless present, including that by persons accessing emergency and other support services. Further, the development would provide a type of structure that could be conveniently accessed by those with a mobility impairment and thus would meet a clear need for its users. The proposal would, therefore, address a degree of need in the area and the kiosks to be replaced are not, on the basis of the evidence before me, entirely redundant.
15. Paragraph 116 of the Framework makes it clear that decisions on applications for telecommunications equipment should be made on planning grounds and that decision-takers should not seek to “prevent competition between different operators... [or]... question the need for the telecommunications system”.
16. The appellants argue that the increased use of the mobile phone has resulted in a decrease in use of public telephone boxes, and that this usage is further reduced by the lack of inclusivity and anti-social behaviour issues associated with the design of their current kiosk. They cite an increase in usage of their kiosks following upgrade and I have no reason to dispute this.
17. The proposed development would result in a kiosk of L-shaped cross section with a roof being installed close to the footway edge, with the shorter side closest to the kerb and the longer side at right angles to the flow of traffic. It would have an advertising panel on the longer side.
18. There is dispute between the main parties regarding the need for the structure to be of the form and scale proposed. Notwithstanding that an alternative structure could physically incorporate the proposed telecommunications equipment, the design incorporates a roof and a side panel which would provide shelter from the elements for customers whilst retaining two open sides to allow access for those with a mobility impairment and improve natural surveillance. The degree of shelter that would be provided would be a reasonable balance against the need to provide accessibility.
19. An existing kiosk, of more angular, enclosed design and an uncared-for appearance, at the same location would be removed. Notwithstanding this, as a consequence of its height, width, dark colour, illuminated screen and separation from other street furniture of a similar scale, the proposed kiosk would be a prominent feature in the street scene.
20. This proposal is one of several in the wider area of Camden seeking to rationalise kiosk provision and reduce the number of kiosks overall. In

association with the removal of the existing kiosk the replacement one would not significantly affect the sense of spaciousness, nor, given its setting against more modern shop fronts and the mix of architectural styles, would its simple, modern design incorporating elements referencing traditional kiosks, detract from the character and appearance of the site and the surrounding area which forms part of the setting for the LB and the LLBs.

21. The visual impact of the kiosk would be increased by the large illuminated advertising panel, which would be a dominating feature on the structure. The panel, close to the kerblines, would be a prominent standalone illuminated feature. The panel would be unrelated to the services provided by the adjacent commercial units and would appear prominent in views along the street both during the day and in hours of darkness.
22. The luminance level and rate of image transition could be controlled by condition. Nevertheless, the appeal proposal would, as a result of the internal illumination associated with the panel, its position adjacent to the kerb and changing images, create a discordant feature within the street scene directly in front of 187-197 Kentish Town Road and within vistas encompassing the LB and LLBs. Whilst such forms of advertisement are becoming increasingly familiar on the street scene, it would, nonetheless, create an additional, discordant feature within the street scene, adding visual clutter and hence adversely affect the way in which these buildings are experienced from the public realm. To this extent, significant harm would be caused to the amenity of the area.
23. Even without displaying an advertisement, the illuminated screen would be a discordant feature within the street scene adding unnecessary visual clutter and hence would harm the settings of the LB and LLBs.
24. Section 66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 requires that, in making decisions on planning applications that may affect a listed building or its setting, special attention is paid to the desirability of preserving the building or its setting. In addition, Paragraph 193 of the Framework requires when considering the impact of a proposed development on the significance of a designated heritage asset, great weight should be given to the asset's conservation.
25. Whilst, within the wider area, there are other examples of illuminated advertisements mounted on street furniture near the kerblines, including digital advertisements, these are not located within the context of this particular street frontage.
26. No pedestrian count data has been provided by either party in support of their case. However, the proposal site lies on a busy shopping street and is likely to experience high volumes of footfall.
27. With regard to the current layout of the street and footway width the replacement of the kiosk would provide a marginal reduction in width of available footway. It would, therefore, still fall short of the recommended minimum width for high footfall locations contained within Appendix B of the Transport for London (TfL) guidance document entitled 'Pedestrian Comfort Guidance for London'. The Camden Streetscape Design Manual -2005- identifies that there are benefits to overall passenger flow by grouping street furniture in bunches. The kiosk would remain in line with the planter nearby

and would maintain the current separation from it. In these circumstances, the minor increase in obstruction to the passage of pedestrians would, of itself, be unlikely to engender additional delay or encouragement to leave the footway and enter the carriageway.

28. The kiosk would be positioned close to an automatic telling machine (ATM) within the frontage of the convenience store. The Metropolitan Police Crime Prevention Design Advisor has identified that, associated with their current low levels of use, telephone kiosks within the Borough have become crime generators and focal points for anti-social behaviour (ASB). With regard to Kentish Town Road the potential use of the structure by street beggars has been highlighted.
29. Whilst it would be possible for beggars to sit within or adjacent to the proposed kiosk, increasing the obstruction associated with it, this could be equally true of, and have the same result as, the existing layout of street furniture. Whilst the orientation of the kiosk and its open nature would provide a degree of shelter from the elements, this is, in this case, unlikely to materially increase the occurrence of begging as the position of the kiosk would remain effectively unaltered.
30. Further concerns have been raised regarding other ASB such as urinating against or within the structure and vandalism/graffiti. By replacing an existing kiosk there would be no net increase in opportunities for such behaviour. The more open nature of the proposed kiosk compared to that of the existing one may actively discourage such behaviour. The replacement of the old, uncared for kiosk and proposed improved maintenance regime would be likely to reduce the effects of ASB. However there is no substantive evidence before me to suggest that this would be to a significant degree.
31. Levels of illumination from the kiosk could be controlled through a suitable planning condition and I have little substantive evidence before me to demonstrate that the substitution of the kiosk structures and relocation would have an adverse effect on CCTV coverage or reduce natural surveillance and so use of the kiosk to screen illegal activities such as drug dealing and use would, therefore, be unlikely to be measurably altered.
32. Other kiosks that it is proposed to remove are situated some distance from the appeal site and are not visible from it. Such de-cluttering of the streetscape is supported within the TfL Streetscape Guidance Fourth Edition -2019 Revision 1. Their removal would have the benefit of fewer structures in their local streetscape, and I have no reason to object to their removal. However, there is limited information before me about the kiosks which would be removed, including the quality of the public realm at those sites, or whether the streets within which they are located attract a high level of footfall. Therefore, I attach limited weight to any potential benefits that could arise from this.
33. The appellants identify that the inclusion of the advertisement panel is necessary to facilitate the proposed upgrading of their kiosk stock. However, there is little evidence before me to demonstrate that the inclusion of advertising in the form proposed is the only way of achieving this end and so I give this argument limited weight.
34. For the reasons outlined above, I conclude that in respect of Appeal A the development would harm the settings of the LB and the LLBs and the character

- and appearance of the wider street scene. The proposal would therefore not comply with the expectations of the Planning (Listed Buildings and Conservation Areas) Act 1990. The development would also be contrary to Policy D3 of the Kentish Town Neighbourhood Plan -2016- and Policies D1 and D2 of the Camden Local Plan -2017- (the Local Plan) in as much as these require development to respect local context and character and preserve or enhance the historic environment and heritage assets.
35. The above identified harm would be less than substantial taking into account paragraph 196 of the Framework. The Framework directs that where a development proposal would lead to less than substantial harm, this harm should be weighed against the public benefits of the proposal. I deal with this matter below.
36. However, I find that the replacement kiosk would not have a harmful effect on pedestrian movement and public safety. It would therefore be in accordance with Policies G1, A1, C5, C6 and T1 of the Local Plan in as much as these, amongst other things, promote safer streets and public areas which are fully accessible, easy and safe to walk through and provide high quality footpaths and pavements that are wide enough for the number of people expected to use them and resist development that fails to adequately address transport impacts affecting communities and the existing transport network.
37. For the reasons outlined above, I conclude that in respect of Appeal B the proposed digital advertising panel would be harmful to the settings of the LB and the LLBs and hence to amenity and therefore would not accord with Policies D1, D2 and D4 of the Local Plan in as much as these require development to respect local context and character, preserve or enhance the historic environment and heritage assets and to avoid contributing to an unsightly proliferation of signage in the area and so are material in this case.
38. In respect of Appeal A, the kiosk would provide a number of services to members of the public, which I understand to be at no cost to end users, including local information provided by the Council and travel and emergency information. The proposal would replace a kiosk of unattractive appearance and make provision for its maintenance and upkeep. The proposal would also remove three other kiosks, thus reducing overall street clutter within the Borough. For each of the kiosks removed a payment would be received to enable the planting of a street tree within the Borough, which would provide wider environmental benefits.
39. The Framework supports the expansion of electronic communication networks which are essential to economic growth and social well-being. Notwithstanding that there are other facilities in the area that provide similar services, the proposal would provide some minor public benefit through increased competition. In addition, the kiosks inclusive design (including accessibility and shelter for the mobility impaired) weighs moderately in favour of the proposal. Whilst these are positive matters to weigh in the overall planning balance, they are not of sufficient magnitude to outweigh the less than substantial harm caused by the kiosk to the settings of the LB and LLBs.
40. In respect of Appeal B, the advertisement screen would provide local information provided by the Council and emergency information. The Framework supports the expansion of electronic communication networks which are essential to economic growth and social well-being. Whilst these are

positive matters to weigh in the overall planning balance, they are not of sufficient magnitude to outweigh the harm caused by the advertisement to the amenity of the area.

Other Matters

41. I note that the main parties engaged in a prolonged process of pre-application discussions, however, such participation, though laudable, is not a guarantee of success. I further note that the appellants have expressed concerns that the Council has been inconsistent in their decision making process. That, however, is a matter between the appellants and the Council.
42. My attention has been drawn by both of the main parties to other appeal decisions in regard to telephone kiosks and advertisements in other local planning authorities. However I have little information before me to draw a comparison between these cases and the proposals before me, particularly in regard to the design of the proposed kiosk and advertisement screen in the context of their setting. In any case, I have determined these appeals on their individual merits and with regard to current planning legislation.

Conclusions – Appeals A & B

43. For the above reasons I conclude that Appeal A and Appeal B should be dismissed.

I Dyer

Inspector



Appeal Decision

Site visit made on 26 July 2024

by S Poole BA(Hons) DipArch MPhil MRTPI

an Inspector appointed by the Secretary of State

Decision date: 21 August 2024

Appeal A Ref: APP/X5210/W/24/3341451

Existing Phonebox, O/S 221 Camden High Street, Camden, London NW1 7HG

- The appeal is made under section 78 of the Town and Country Planning Act 1990 (as amended) against a refusal to grant planning permission.
 - The appeal is made by Mr Martin Stephens of JCDecaux UK Ltd against the decision of the Council of the London Borough of Camden.
 - The application Ref is 2023/2990/P.
 - The development proposed is the replacement of an existing telephone kiosk with an upgraded telephone kiosk
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Appeal B Ref: APP/X5210/Z/24/3341453

Existing Phonebox, O/S 221 Camden High Street, Camden, London NW1 7HG

- The appeal is made under Regulation 17 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 against a refusal to grant express consent.
 - The appeal is made by Mr Martin Stephens of JCDecaux UK Ltd against the decision of the Council of the London Borough of Camden.
 - The application Ref is 2023/4643/A.
 - The advertisement proposed is the display of an LCD digital advertising screen attached to a replacement, upgraded telephone kiosk
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Decisions

1. Appeals A and B are dismissed.

Procedural Matters

2. The pair of appeals relate to the same overall proposal. They differ only in that appeal A is for planning permission and appeal B is for express advertisement consent. I have considered each part of the proposal on its individual merits. However, to avoid duplication I have dealt with the two parts of the proposal together, except where otherwise indicated.
3. In respect of appeal B the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 (the Regulations) require that applications for the display of advertisements are considered in the interests of amenity and public safety, taking into account the provisions of the development plan, so far as they are material, and any other relevant factors.
4. As descriptions of the proposals are not provided on the application forms I have used the descriptions given on the appeal forms in the banner headings above.

Main Issues

5. The main issues for appeal A are:

(i) the effects of the proposal on the character and appearance of the street scene and the setting of the Camden Town Conservation Area;

(ii) whether the proposal would increase opportunities for crime and anti-social behaviour; and

(iii) the effects of the proposal on highway safety, with particular regard to pedestrian movement.

6. The main issues for appeal B are the effects of the proposal on the amenity of the area and on public safety.

Reasons

Background

7. The appeal site comprises an area of pavement occupied by a telephone kiosk that is situated in front of a row of shops close to the junction between Camden High Street and Inverness Street. It is within a relatively wide section of pavement close to the road with a tree and refuse bin to one side and a timber seating box on the other. The site is between Camden Underground Station and Camden Lock, which is a vibrant, busy shopping and tourist area, and it is a short distance outside the Camden Town Conservation Area.

8. The appeal proposal would comprise the removal of the existing redundant kiosk and its replacement by a new kiosk which would be similar in respect of its overall dimensions and layout. Unlike the existing kiosk, which includes a display area for printed advertisements on the side facing Inverness Street, the proposal would include a digital advertisement screen measuring about 1m wide by 1.86m in height, which would display static images.

9. Planning permission and advertisement consent were granted at appeal in 2022¹ for development described as the replacement of the current enclosed telephone kiosk with an open access Communication Hub. The advertisement consented in 2022 comprised an LCD portrait screen to be used to show static illuminated content. This scheme is similar to the appeal proposal in respect of the siting and nature of the advertisement but would be significantly smaller in respect of its footprint as it does not include a kiosk. I attach significant weight to my colleague's observations in respect of the 2022 appeal where relevant to the matters before me.

10. The existing kiosk was in a poor state of repair at the time of my visit and did not appear to be functioning either as a communications facility or for advertising purposes. The Council has advised that the kiosk was erected without planning approval and has become immune from enforcement action.

11. I am conscious that if this appeal is dismissed there is a possibility that the existing redundant kiosk could remain in place. However, I consider there to be a far greater likelihood that that scheme for an open access Communication Hub and digital advertisement screen would be implemented given the commercial advantages for the appellant of doing so. For this reason, the

¹ appeal decisions APP/X5210/W/22/3290364 and APP/X5210/H/22/3290365

scheme granted planning permission and advertisement consent in 2022 represents a fall-back scenario to which I attribute significant weight.

Character, Appearance and Amenity

12. Whilst the appeal proposal would be similar in size and layout to the redundant kiosk it would replace, it would have a far larger footprint than the fall-back scheme and would feature a larger advertisement display. The combination of the size of the kiosk, and size and illuminance of the display panel, would result in an overall form of development that would be prominent in views looking along Camden High Street towards Camden Lock, particularly at night. In addition, it would lead to an over concentration of street furniture and visual clutter that would have an unacceptable effect on the street scene and the setting of the nearby CA.
13. Due to its siting, size and design the proposal that is the subject of appeal A would have an unacceptable effect on the character and appearance of the street scene. It therefore fails to comply with Policies D1 and D2 of the London Borough of Camden Local Plan (2017) (LP). Amongst other matters, the former seeks to secure high quality design that respects local context and character and integrates well with the surrounding streets, whilst the latter aims to resist development outside a conservation area that causes harm to the character or appearance of a conservation area.
14. I note my colleague's comments in respect of the illuminated digital advertising panel approved in 2022. However, the appeal proposal would include a wider and taller panel which would be more obtrusive and prominent in the street scene. Due to its siting, size, design and the nature of the illuminance the advertisement that is the subject of appeal B would have an unacceptable effect on amenity in the area.

Crime and Anti-Social Behaviour

15. The Metropolitan Police has advised that the appeal site forms part of one of the major hotspots in Camden Town for drug dealing and there are pre-existing issues with crime and antisocial behaviour. In particular, the Police advise that drug dealers use street furniture to conceal their activities from CCTV cameras.
16. The proposal for which planning permission is sought (appeal A) would create a more enclosed structure than the fall-back scheme and would therefore provide greater scope for anti-social behaviour and the concealment of street crime. Due to its siting and design it would therefore increase opportunities for crime and anti-social behaviour and consequently fails to accord with LP Policy C5, which promotes safer street and public places and the development of pedestrian friendly spaces.

Highway Safety

17. Camden High Street is a busy shopping and tourist location that experiences high levels of pedestrian activity particularly in the evenings and at weekends. The section of pavement that includes the appeal site is wide and includes a tree, refuse bin and wooden seating cubes within the portion of pavement closest to the road. The appeal proposal would be sited close to the road between the tree and the seating cube. It would therefore be outside the primary zone of pedestrian activity and would not result in any greater impediment to the flow of pedestrians than would result from the

implementation of the fall-back scheme. In addition, I note that there is a very wide pavement on the opposite side of the road.

18. The appeal site is close to the junction between Camden High Street and Inverness Street. The latter is a pedestrianised market street and therefore levels of vehicular traffic turning into the High Street from this road are low. In addition, as the High Street is one-way drivers exiting Inverness Street would be looking towards the station as opposed to the appeal site so would not be distracted or have critical sightlines impeded by the proposal.
19. I am therefore satisfied that the proposals that are the subject of appeals A and B would not have an unacceptable effect on public and highway safety. As such they accord with LP Policies G1, A1, C6 and T1, which together seek to ensure that development proposals are of a high quality, adequately address transport impacts, and are accessible.

Other Matters

20. The Council's reasons for refusal refer to the absence of a legal agreement to secure the removal of the existing kiosks and a maintenance plan. As the appeals are being dismissed there is no need to consider this matter.

Conclusion

21. For the reasons set out under the first and second main issues above, and having regard to all other matters raised, I conclude that appeals A and B should fail.

S Poole

INSPECTOR



Appeal Decisions

Site visit made on 6 October 2020

by **I A Dyer BSc (Eng) FCIHT**

an Inspector appointed by the Secretary of State

Decision date: 16 November 2020

Appeal A Ref: APP/X5210/W/20/3253878

Proposed replacement Telephone Kiosk outside 216-217 Tottenham Court Road, London W1T 7PT

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
 - The appeal is made by Mr Richard Wilson and New World Payphones against the decision of the Council of the London Borough of Camden.
 - The application Ref 2019/4035/P, dated 7 August 2019, was refused by notice dated 7 April 2020.
 - The development proposed is proposed new telephone kiosk outside 216-217 Tottenham Court Road to replace the existing two kiosks located outside 204-208 Tottenham Court Road, which would be removed.
-

Appeal B Ref: APP/X5210/Z/20/3253540

Proposed replacement Telephone Kiosk outside 216-217 Tottenham Court Road, London W1T 7PT

- The appeal is made under Regulation 17 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 against a refusal to grant express consent.
 - The appeal is made by Mr Richard Wilson and New World Payphones against the decision of the Council of the London Borough of Camden.
 - The application Ref 2019/4928/A, dated 7 August 2019, was refused by notice dated 7 April 2020.
 - The advertisement proposed is illuminated digital advertisement display integrated within replacement telephone kiosk.
-

Decisions

Appeal A Ref: APP/X5210/W/20/3253878

1. The appeal is dismissed.

Appeal B Ref: APP/X5210/Z/20/3253540

2. The appeal is dismissed.

Procedural Matters

3. The applications were submitted together on a single application form covering both planning permission and consent to display advertisements. As set out above there are two appeals on this site relating to different aspects of the same proposal. I have considered each proposal on its individual merits. However, to avoid duplication I have dealt with the two schemes together, except where otherwise indicated.

4. The Council has referred to development plan policies in respect of Appeal B. As advertisement proposals can only be considered on the basis of amenity and public safety considerations, I have taken into account relevant development plan policies so far as they relate to these issues, but in themselves they have not been determinative from the point of view of my overall conclusion on the advertisement appeal.
5. Subsequent to determination of the application the appellants have submitted a revised plan (Drawing No PY3338/030 -rev A) which reflects recent changes to the layout of the street. The layout depicted reflects that which I observed during my site visit and in determining this appeal I have considered the layout of the street as shown in the amended plan. The Council have had the opportunity to comment on the amended plan and I do not consider that either party would suffer prejudice by my so doing.

Main Issues

6. Since submitting the appeal the Main Parties have entered into an Agreement made under Section 106 of the Town and Country Planning Act 1990, Section 111 of the Local Government Act 1972, Section 278 of the Highways Act 1980, Section 1 of the Localism Act 2011 and the New Roads and Streetworks Act 1991 (the Agreement). Through the Agreement, the proposal would remove two existing kiosks located outside 204-208 Tottenham Court Road. The Agreement would also make provision for a new street tree to be provided for each of the kiosks removed. Further provision is made for the cleaning and upkeep of the replacement kiosk to an agreed standard. The Agreement also makes provision for the Council to have access to the advertising panel and provide a wayfinding screen to display Council messages, including emergency messages. I have taken the Agreement into account as part of my consideration of both appeals and I am satisfied that it is both acceptable and necessary.
7. I consider that, through the Agreement, the Council's concerns relating to the fourth reason for refusal in the Decision Notice for to Appeal A are addressed.
8. The main issues in relation to Appeal A are, therefore, (i) whether the development would preserve or enhance the character or appearance of the Bloomsbury Conservation Area (the CA) and wider street scene, and (ii) the effect of the siting of the proposed development on pedestrian movement and public safety.
9. In relation to Appeal B, the control of advertisements is exercisable only with respect to amenity and public safety. The main issue is the effect of the proposed advertisement on amenity.

Reasons

10. The site is located on the footway outside 216-217 Tottenham Court Road, a building of traditional design accommodating a shop on the ground floor. Tottenham Court Road is a wide street with commercial uses on both sides. The range of shops and services provided and the high-density office and residential accommodation in the area combine to result in Tottenham Court Road having the character of a busy urban street.
11. There is a wide footway between the building frontage and the vehicular carriageway in the vicinity of the site, with very limited street furniture, in the

form of a streetlight of contemporary design. There is also a street tree of moderate stature. Farther afield there is a pair of telephone kiosks and the footway has been modified to incorporate a delivery bay. Advertising on the commercial units includes some internally illuminated signage but is generally low key and incorporates static images.

12. The buildings exhibit a mix of architectural styles, including modern infill, generally with more modern shop fronts below. Overall the area has a pleasant sense of spaciousness despite its busy urban character, whilst the limited street furniture gives this frontage a particularly open, uncluttered feel. The aforementioned attributes add positively and distinctively to the character and appearance of the CA in the immediate vicinity of the site.
13. The Council, as part of their consideration of the application, requested usage figures for the kiosks that would be removed or replaced. Whilst this demonstrated a very low level of usage of kiosks in the vicinity of the appeal site, a degree of usage was nonetheless present, including that by persons accessing emergency and other support services. Further, the development would provide a type of structure that could be conveniently accessed by those with a mobility impairment and thus would meet a clear need for its users. The proposal would, therefore, address a degree of need in the area and the kiosks to be replaced are not, on the basis of the evidence before me, entirely redundant.
14. Paragraph 116 of the Framework makes it clear that decisions on applications for telecommunications equipment should be made on planning grounds and that decision-takers should not seek to “prevent competition between different operators... [or]... question the need for the telecommunications system”.
15. The appellants argue that the increased use of the mobile phone has resulted in a decrease in use of public telephone boxes, and that this usage is further reduced by the lack of inclusivity and anti-social behaviour issues associated with the design of their current kiosk. They cite an increase in usage of their kiosks following upgrade and I have no reason to dispute this.
16. The proposed development would result in a kiosk of L-shaped cross section and a roof being installed close to the footway edge, with the shorter side closest to the kerb and the longer side at right angles to the flow of traffic. It would have an advertising panel on the longer side.
17. There is dispute between the main parties regarding the need for the structure to be of the form and scale proposed. Notwithstanding that an alternative structure could physically incorporate the proposed telecommunications equipment, the design incorporates a roof and a side panel which would provide shelter from the elements for customers whilst retaining two open sides to allow access for those with a mobility impairment and improve natural surveillance. The degree of shelter that would be provided would be a reasonable balance against the need to provide accessibility. However, as a consequence of its height, width, dark colour, illuminated screen and separation from other street furniture of a similar scale, the proposed kiosk would be a prominent feature in the street scene.
18. This proposal is one of several in the wider area of Camden seeking to rationalise kiosk provision and reduce the number of kiosks overall. Whilst its simple, modern design incorporating elements referencing traditional kiosks

would not be discordant with the modern shop fronts against which it would be set, the introduction of the kiosk in this location would significantly affect the sense of openness and spaciousness of the frontage which I have identified above. In this context the reduction in openness and spaciousness would result in harm and would fail to preserve the character and appearance of the CA.

19. Further, the visual impact of the kiosk would be increased by the large illuminated advertising panel, which would be a dominating feature on the structure. The panel, close to the kerbline, would be a prominent standalone illuminated feature. The panel would be unrelated to the services provided by the adjacent commercial units and would appear prominent in views along the street both during the day and in hours of darkness.
20. The luminance level and rate of image transition could be controlled by condition and such forms of advertisement are becoming increasingly familiar on the street scene. Nevertheless, the appeal proposal would, as a result of the internal illumination associated with the panel, its position adjacent to the kerb and changing images, create an additional discordant feature within the street scene, adding visual clutter and hence would not preserve or enhance the character or appearance of the CA. To this extent significant harm would be caused to the character and appearance, and hence to the visual amenity of the area.
21. Even without displaying an advertisement, the illuminated screen would be a discordant feature within the street scene adding unnecessary visual clutter and hence would not preserve or enhance the character or appearance of the CA.
22. Section 72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 requires that in making decisions on planning applications and appeals within a Conservation Area, special attention is paid to the desirability of preserving or enhancing the character and appearance of the area. In addition, Paragraph 193 of the Framework requires when considering the impact of a proposed development on the significance of a designated heritage asset, great weight should be given to the asset's conservation.
23. Whilst, within the wider area, there are other examples of illuminated advertisements mounted on street furniture near the kerbline, including digital advertisements, these are some distance from the appeal site or not located within the context of this particular street frontage.
24. No pedestrian count data has been provided by either party in support of their case. However, the proposal site lies on a busy commercial street where pedestrian volumes are forecast to increase following rail network improvements¹. With the incidence of the Coronavirus, more emphasis is being put on encouraging pedestrian movement whilst maintaining safe social distancing, requiring additional useable pavement width.
25. With regard to the current layout of the street and footway width the replacement of the kiosk would result in a reduction in width of available footway. The proposal would be located close to, and in line with, an existing street tree. Whilst the kiosk would leave a clear width of footway in excess of recommended minimum width for high footfall locations contained within

¹ Crossrail and High Speed 2 projects

- Appendix B of the Transport for London (TfL) guidance document entitled 'Pedestrian Comfort Guidance for London', the spacing between obstacles would be likely to result in pedestrians being forced to repeatedly give way or, in the alternative, step into the live carriageway with associated risk of accident.
26. The Metropolitan Police Crime Prevention Design Advisor has identified that, associated with their current low levels of use, telephone kiosks within the Borough have become crime generators and focal points for anti-social behaviour (ASB).
 27. It is possible that the structure could attract ASB such as urinating against or within the structure and vandalism/graffiti. The appellants' proposed maintenance regime would be likely to reduce the effects of such ASB. However, the form of the structure provides a degree of screening for such behaviour and would be likely to encourage it.
 28. Levels of illumination from the kiosk could be controlled through a suitable planning condition and I have little substantive evidence before me to demonstrate that the illumination from a kiosk in this location would have an adverse effect on CCTV coverage. However the substantial form of the kiosk, with screening panels would reduce natural surveillance and so use of the kiosk to screen illegal activities such as drug dealing and use could increase, notwithstanding the maintenance regime proposed. Bringing these matters together I find that the proposed kiosk would, overall, have a harmful effect on pedestrian movement and public safety.
 29. It is proposed to remove two kiosks further along the street. Their removal would have the benefit of fewer structures in their local streetscape, and I have no reason to object to their removal. Such de-cluttering of the streetscape is supported within the TfL Streetscape Guidance Fourth Edition -2019 Revision 1. These kiosks are positioned towards the centre of the footway and their removal would result in a modest benefit in aiding the flow of pedestrians along the footway. Therefore, I attach moderate weight to any potential benefits that could arise from this.
 30. The appellants identify that the inclusion of the advertisement panel is necessary to facilitate the proposed upgrading of their kiosk stock. However, there is little evidence before me to demonstrate that the inclusion of advertising in the form proposed is the only way of achieving this end and so I give this argument limited weight.
 31. Drawing these points together, I conclude that in respect of Appeal A the development would fail to preserve the character and appearance of the CA and wider street scene. The proposal would therefore not comply with the expectations of the Planning (Listed Buildings and Conservation Areas) Act 1990 and would also be contrary to Policies D1 and D2 of the Camden Local Plan -2017- (the Local Plan) in as much as these require development to respect local context and character and preserve or enhance the historic environment and heritage assets.
 32. The above identified harm would be less than substantial taking into account paragraph 196 of the Framework. The Framework directs that where a development proposal would lead to less than substantial harm, this harm

should be weighed against the public benefits of the proposal. I deal with this matter below.

33. Furthermore, the proposal would have a harmful effect on pedestrian movement and public safety and so it would be contrary to Policies G1, A1, C6, T1 and C5 of the Local Plan in as much as these, amongst other things, promote streets and public areas which are fully accessible, easy and safe to walk through and provide high quality footpaths and pavements that are wide enough for the number of people expected to use them, and resist development that fails to adequately address transport impacts affecting communities and the existing transport network.
34. For the reasons outlined above, I conclude that in respect of Appeal B the proposed digital advertising panel would be harmful to the CA and hence to amenity and therefore would not accord with Policies D1, D2 and D4 of the Local Plan in as much as these require development to respect local context and character, preserve or enhance the historic environment and heritage assets and to avoid contributing to an unsightly proliferation of signage in the area and so are material in this case.
35. In respect of Appeal A, the kiosk would provide a number of services to members of the public, which I understand to be at no cost to end users, including local information provided by the Council and travel and emergency information. The proposal would remove two other kiosks of unattractive appearance, thus reducing overall street clutter within the Borough and assisting pedestrian movement. The proposal would make provision for the maintenance and upkeep of the new kiosk. For each of the kiosks removed a payment would be received to enable the planting of a street tree within the Borough, which would provide wider environmental benefits.
36. The Framework supports the expansion of electronic communication networks which are essential to economic growth and social well-being. Notwithstanding that there are other facilities in the area that provide similar services, the proposal would provide some minor public benefit through increased competition. In addition, the kiosks inclusive design (including accessibility and shelter for the mobility impaired) weighs moderately in favour of the proposal. Whilst these are positive matters to weigh in the overall planning balance, they are not of sufficient magnitude to outweigh the less than substantial harm caused by the kiosk to the character and appearance of the CA.
37. In respect of Appeal B, the advertisement screen would provide local information provided by the Council and emergency information. The Framework supports the expansion of electronic communication networks which are essential to economic growth and social well-being. Whilst these are positive matters to weigh in the overall planning balance, they are not of sufficient magnitude to outweigh the harm caused by the advertisement to the amenity of the area.

Other Matters

38. I note that the main parties engaged in a prolonged process of pre-application discussions, however, such participation, though laudable, is not a guarantee of success. I further note that the appellants have expressed concerns that the Council has been inconsistent in their decision making process. That, however, is a matter between the appellants and the Council.

39. My attention has been drawn by both of the main parties to other appeal decisions in regard to telephone kiosks and advertisements in other local planning authorities. However I have little information before me to draw a comparison between these cases and the proposals before me, particularly in regard to the design of the proposed kiosk and advertisement screen in the context of their setting. In any case, I have determined these appeals on their individual merits and with regard to current planning legislation.

Conclusions – Appeals A & B

40. For the above reasons I conclude that Appeal A and Appeal B should be dismissed.

I Dyer

INSPECTOR



Appeal Decisions

Site visit made on 11 October 2022

by Colin Cresswell BSc (Hons) MA MBA MRTPI

an Inspector appointed by the Secretary of State for Communities and Local Government

Decision date: 2 November 2022

Appeal A- Ref: APP/X5210/W/22/3297273

Pavement o/s 39 Tottenham Court Road, Tottenham Court Road, London W1T 2AR

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
 - The appeal is made by Mr James Browne (BT Telecommunications Plc) against the decision of the Council of the London Borough of Camden.
 - The application Ref 2021/3912/P, dated 29 July 2021, was refused by notice dated 3 March 2022.
 - The development proposed is installation of 1no.new BT Street Hub, incorporating 75" LCD advert screens plus the removal of associated BT kiosk(s).
-

Appeal B- Ref: APP/X5210/W/22/3297276

Pavement o/s 39 Tottenham Court Road, Tottenham Court Road, London W1T 2AR

- The appeal is made under Regulation 17 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 against a refusal to grant express consent.
 - The appeal is made by Mr James Browne (BT Telecommunications Plc) against the decision of the Council of the London Borough of Camden.
 - The application Ref 2021/4354/A, dated 29 July 2021, was refused by notice dated 3 March 2022.
 - The advertisement proposed is installation of 1no. new BT Street Hub, incorporating 75" LCD advert screens plus the removal of associated BT kiosk(s).
-

Decisions

1. Appeal A is dismissed.
2. Appeal B is dismissed.

Procedural Matters

3. I refer to the different cases as Appeal A and Appeal B. I have dealt with each appeal on its individual merits, but to avoid duplication both proposals are considered together in this decision.
4. Both appeals concern the same proposal for a kiosk. Appeal A seeks planning permission for the kiosk itself, whereas Appeal B seeks advertisement consent for the advertising display which would be attached to the kiosk.

Main Issues

5. The main issues in Appeal A are:

- the effect on the proposal on the character and appearance of the area, including the setting of designated heritage assets.
- the effect of the proposal on pedestrian movement.
- the effect of the proposal on crime.

The main issues in Appeal B are:

- the effect of the proposal on visual amenity.
- the effect of the proposal on public safety.

Reasons

Appeal A

Character and appearance

6. This part of Tottenham Court Road is characterised by shops, offices and commercial premises and is a particularly busy area for traffic and pedestrians. Although the pavement is relatively wide and open at this point, it contains various items of street furniture which give it a somewhat cluttered appearance. Alongside rows of trees on the pavement, there are also a number of existing telephone boxes, metal street cabinets, litter bins and a cabin containing a mobile phone repair business.
7. Buildings in the area of a generally mixed appearance. The proposed kiosk would be situated outside a contemporary style glass fronted building with HSBC, Superdrug and Natwest occupying the ground floors. Other parts of the street are dominated by older style properties of high architectural merit. Indeed, the site is immediately adjacent to both the Charlotte Street and Bloomsbury Conservation Areas as well as being close to some listed buildings. This includes 19 Percy Street, a Grade II listed building which the kiosk would directly face on the corner of the street. However, due to the commercial nature of Tottenham Court Road and the relatively small size of the kiosk in the context of the wider street scene, it seems to me that the proposal would not harm the setting of any designated heritage assets. As such, there would be no conflict with Policy D2 of the Local Plan¹, which aims to protect the qualities of listed buildings and Conservation Areas.
8. While the proposed kiosk would not interfere with the way in which the surrounding buildings are viewed, it would nevertheless be a very conspicuous feature on the pavement, appearing more as a large, flat panel rather than a traditional phone box. Not only would it be notably taller and wider than the existing kiosks, it would also present face-on to those walking along this part of the street. Its solid, angular profile combined with its height would make the kiosk appear far more conspicuous than the existing phone boxes despite its slim design and relatively small footprint.
9. That said, the proposal would involve the removal of existing BT kiosks which would help to reduce the overall quantity of street furniture on this part of the

¹ Camden Local Plan 2017

- pavement. I am also conscious that the existing BT kiosks are dated and in a poor state of repair, with some being covered in graffiti and showing signs of physical damage. Refreshing the old kiosks with a more modern installation therefore has some potential to create a cleaner and more visually pleasing street scene than exists at present.
10. However, the Police say that the area is prone to criminal activity and the main reason why the existing BT kiosks are something of an eyesore is that they have been vandalised and poorly maintained. If the proposed new kiosk were to be vandalised or to fall into similar disrepair, it would become even more of an eyesore than the existing kiosks due to its increased height, width, and general prominence. Based on my own observations of the site and the written evidence, it seems highly likely that it would be prone to vandalism. I have considered the BT Product Statement, which indicates that the kiosk would be regularly cleaned and checked for damage. Although I have no reason to doubt that this is the current intention, circumstances can change over time and there is no legal mechanism in place to ensure that an appropriate maintenance plan is implemented in perpetuity.
 11. On this basis, I am unable to determine that the proposal would have a positive effect on the street scene in this location. Indeed, without a mechanism in place to ensure that the new kiosk is properly maintained, it is probable that it would fall into a similar level of disrepair as the existing kiosks. It would then become an unsightly feature which would significantly distract from the quality of the local street scene. This adds to my concerns about the visual prominence of the structure. In reaching this decision, I am mindful that the proposed kiosk would become a permanent feature in a particularly busy part of Tottenham Court Road where it would be highly visible.
 12. I therefore conclude that the proposal would have a harmful effect on the character and appearance of the area. There would be conflict with Policies G1 and D1 of the Local Plan, which aim to maintain high standards of design. The proposal would also conflict with the objective in Part 3 of the Fitzrovia Area Action Plan² to enhance the interaction between streets and the ground floors of buildings by removing visual clutter and encouraging high quality design. Although the proposal would help to reduce visual clutter by removing the existing BT kiosks and replacing them with a single unit, it would not maintain high standards of design for the reasons set out above.

Pedestrian movement

13. The proposed kiosk would inevitably obstruct some lines of sight along the pavement due to its height, width, and lack of visual permeability. However, the pavement is relatively wide at this point and, in practice, pedestrians would be able to see adequately in either direction with plenty of room to manoeuvre. While the kiosk would be near a pedestrian crossing, it would be seen in its relatively slim side-profile from here and so would be unlikely to distract those crossing the road or otherwise cause a significant obstruction. Furthermore, the removal of the existing BT kiosks would result in a net reduction of street furniture, enabling a more open pavement overall.
14. This leads me to conclude that the proposal would have an acceptable effect on pedestrian movement. There would be no conflict with Policy T1 of the Local

² Fitzrovia Area Action Plan, adopted March 2014

Plan which, amongst other things, aims to promote walking. Nor would there be any conflict with Policy C6 which promotes accessible development.

Crime

15. I understand that there are incidents of street crime and anti-social behaviour in this area and have considered the comments raised by the Police with regard to this matter. However, based on the evidence provided, I am not convinced that the proposed kiosk is likely to worsen the situation. Although it would be possible for people to loiter around the new kiosk or hide behind it, this is also the case with the existing BT kiosks. The existing kiosks are not fully transparent as they have a solid panel on the back and much of the glass is obscured by advertising panels. In fact, it seems to me that the removal of the existing BT kiosks would give fewer opportunities for people to hide as they cover a greater area of the pavement than the proposed kiosk would. While the new kiosk would not be enclosed, I saw on my visit that some of the existing kiosks lack doors and so are at least partially open to the pavement. Hence it seems unlikely that the proposal would increase opportunities for bag snatching or other crime over and above the existing situation.
16. I therefore conclude that the proposal would have an acceptable effect on crime. There would be no conflict with Policy C5 of the Local Plan which promotes safer streets and public areas.

Other matters

17. Apart from a public telephone, the proposed new kiosk would incorporate other features including device charging, public Wi-Fi and wayfinding. However, relatively little information has been provided to indicate the need for such facilities in this specific location. In the absence of such evidence, I am unable to determine that these benefits would clearly outweigh the harm to character and appearance that I have identified above.
18. My attention has been drawn to a number of planning appeals concerning kiosks in other locations. While I appreciate the similarities between those appeals and the current case in terms of kiosk design, there are nonetheless marked differences between the characteristics of each individual site and proposal. As such, these appeals do not establish a particularly convincing precedent for the current case.

Appeal B

Visual amenity

19. Although the Council has quoted various development plan policies in its reasons for refusal in Appeal B, the Regulations³ limit my considerations to issues of public safety and amenity. Nonetheless, it seems to me that many of the planning concerns which were relevant in Appeal A (for the kiosk) are equally relevant in Appeal B (for the advertising).
20. The proposed advertising display would be broadly compatible with the commercial nature of street frontage in this location and the illuminated shop fronts. However, it would be a very prominent feature on the pavement due to its size and positioning. For similar reasons to those already covered under

³ Town and Country Planning (Control of Advertisements) (England) Regulations 2007

Appeal A, the display would be unsightly as it would be highly vulnerable to being vandalised or falling into long-term disrepair. I therefore conclude on this issue that the proposal would harm visual amenity.

Public Safety

21. The proposed advertising display would be visible to drivers approaching the pedestrian crossing. However, I do not consider that it would compromise highway safety. There is already a prevalence of shopfront advertising and illuminated signage here and so drivers are unlikely to pay undue attention to an additional advertising display. Planning conditions could also be imposed to control brightness and the frequency at which different adverts are displayed. This would further reduce the chances of distraction. The proposal would have little impact on those crossing the road as the display would be seen from a side-on perspective and so would not be fully visible. I therefore conclude that the proposal would have an acceptable effect on public safety.

Conclusion

Appeal A

22. The proposal would have an acceptable effect on pedestrian movement and crime. However, this does not outweigh the harm to character and appearance that has been identified. The appeal is therefore dismissed.

Appeal B

23. The proposal would be acceptable in terms of public safety but this does not outweigh the harmful effect it would have on visual amenity. The appeal is therefore dismissed.

C Cresswell

INSPECTOR



Appeal Decisions

Site visit made on 10 May 2018

by C L Humphrey BA (Hons) DipTP MRTPI

an Inspector appointed by the Secretary of State

Decision date: 22nd May 2018

Appeal A - Ref: APP/H5390/W/17/3192440 **Outside 442 Uxbridge Road, London W12 0NS**

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant approval required under Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).
 - The appeal is made by Mr Matthew Coe (New World Payphones) against the decision of the Council of the London Borough of Hammersmith & Fulham.
 - The application Ref 2017/00970/TEL56, dated 9 March 2017, was refused by notice dated 28 June 2017.
 - The development proposed is 'Replacement Telephone Kiosk.'
-

Appeal B - Ref: APP/H5390/Z/17/3192478 **Outside 442 Uxbridge Road, London W12 0NS**

- The appeal is made under Regulation 17 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 against a refusal to grant express consent.
 - The appeal is made by Mr Matthew Coe (New World Payphones) against the decision of the Council of the London Borough of Hammersmith & Fulham.
 - The application Ref 2017/00971/ADV, dated 9 March 2017, was refused by notice dated 11 December 2017.
 - The advertisement proposed is 'Internally illuminated digital panel as integral part of Telephone Kiosk.'
-

Decisions

Appeal A

1. The appeal is allowed and approval is granted under the provisions of Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) for the siting and appearance of a replacement telephone kiosk at land outside 442 Uxbridge Road, London W12 0NS in accordance with the terms of the application Ref 2017/00970/TEL56, dated 9 March 2017, and the plans and documents submitted with it.

Appeal B

2. The appeal is dismissed.

Preliminary Matters

3. Policies from the Core Strategy, Development Management Local Plan and Planning Guidance Supplementary Planning Document set out in the Council's decision notices have now been replaced by policies from the Local Plan (LP)

and Planning Guidance Supplementary Planning Document (SPD), which were adopted in February 2018 after the appeals were submitted. The design, heritage conservation and enhancement and amenity protection aims of both sets of policies are similar so neither party has been prejudiced by this change in policy circumstances.

4. Although not determinative in the case of either appeal, I have had regard to these policies as a material consideration insofar as they are relevant to the appeal proposals.

Main Issues

5. The main issue in Appeal A is the effect of the siting and appearance of the proposed telephone kiosk upon the character and appearance of the area.
6. The main issues in Appeal B are the effect of the proposed advertisement upon amenity and public safety.

Reasons

Appeal A

7. The appeal proposal would replace an existing kiosk and would be sited in the same position, close to the outside edge of the footway. It would be an open sided structure with a similar height and footprint to the existing kiosk, and the black finish would reflect the predominantly dark coloured street furniture in the surrounding area. Accordingly the proposal would not add to clutter and would be no more visually prominent than the existing kiosk, assimilating well into the street scene.
8. The Council's delegated report refers to appeals relating to telephone kiosks on Goldhawk Road and Lillie Road. However, I have not been provided with details of these other cases and so cannot draw comparisons with the appeal proposal. Besides, I must determine the appeal on its own merits and have done so.
9. For the reasons set out above I conclude that the siting and appearance of the proposed telephone kiosk would not have a harmful effect upon the character and appearance of the area. Therefore, the appeal proposal would accord with the design aims of Policy 6.10B of the London Plan and LP Policies DC1, DC2 and DC10.

Appeal B

10. The Planning Practice Guidance¹ states that, in assessing amenity, regard should be had to the local characteristics of the neighbourhood. This part of Uxbridge Road comprises a wide range of retail and other commercial uses with associated advertisements, some of which are illuminated. However, these are generally fascia signs on the ground floor units, whilst roadside adverts in the vicinity are confined to posters within bus shelters and some telephone kiosks.
11. The proposed advertisement would be incorporated in a modest freestanding structure in a prominent roadside location facing west down a long and straight stretch of Uxbridge Road. It would therefore be highly visible in long-range views along the street. The display of a sequential series of static digital images would be conspicuous and eye-catching and would not integrate successfully

¹ Paragraph: 079 Reference ID: 18b-079-20140306

into the street scene. As a result, while the luminance level and rate of image transition could be controlled by condition, the appeal proposal would nevertheless create an isolated and discordant feature.

12. The appellant has referred to a number of existing and consented adverts in the surrounding area. However, based on the evidence before me and my observations on site, there are no digital adverts in situ or with extant consent on the same side of the road in the immediate vicinity of the appeal site, and it is within this context that I have considered the appeal proposal. Whilst I note the Inspectors' findings in respect of the digital nature of advertisement displays in a number of other appeals², I do not have full details of these cases and so am not able to make comparisons with the appeal proposal. In any event, I must determine the appeal on its own merits and have done so.
13. Whilst not a reason for refusal, I note that the Council's Highways officer objected to the proposal and that the delegated report states 'the introduction of an LED screen at this point could result in an increase in driver distraction and accordingly be a risk to pedestrian safety.' Given the horizontal and vertical alignment of this section of Uxbridge Road, east-bound drivers would be afforded ample advanced sight of the advertisement so the proposed display would not present a distraction for drivers taking reasonable care. I therefore conclude that the proposed advertisement would not have a harmful effect upon public safety. However, an absence of harm in this regard is a neutral matter which does not weigh for or against the proposal.
14. For the reasons set out above, I conclude that the proposed advertisement would have a harmful effect upon amenity. Consequently, the proposal would fail to accord with the amenity protection aims of LP Policy DC9.

Conditions

15. In respect of Appeal A, the Council has suggested the imposition of conditions including removal of the existing kiosk, a time limit on the commencement of development, compliance with approved details and removal of the proposed telephone kiosk when it is no longer required for telecommunications purposes. However, the existing kiosk would have to be removed to make way for the replacement kiosk and the other matters are covered by standard conditions set out in Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended). I do not consider that it is necessary to add to these standard conditions.
16. The Council has also suggested the imposition of a condition preventing the glazed panels in the kiosk being used for the display of advertisements. However, the issues under consideration in respect of Appeal A are the siting and appearance of the kiosk itself rather than of any advertising material. As such I do not consider it would be reasonable in this case to impose a condition which would add to the conditions and limitations set out in Schedule 3, Part 1, Class 16 of The Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

² lead case APP/R5510/Z/16/3157043, APP/V5570/Z/17/3169006 and APP/V5570/Z/17/3167080

Conclusions

17. For the reasons set out above and having regard to all other matters raised, I conclude that Appeal A should be allowed and Appeal B should be dismissed.

CL Humphrey

INSPECTOR



Appeal Decisions

Site visit made on 10 May 2018

by **C L Humphrey BA (Hons) DipTP MRTPI**

an Inspector appointed by the Secretary of State

Decision date: 22nd May 2018

Appeal A - Ref: APP/H5390/W/17/3192437 **Outside 156 Uxbridge Road, London W12 8AA**

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant approval required under Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).
 - The appeal is made by Mr Matthew Coe (New World Payphones) against the decision of the Council of the London Borough of Hammersmith & Fulham.
 - The application 2017/00966/TEL56, dated 9 March 2017, was refused by notice dated 28 June 2017.
 - The development proposed is 'Replacement Telephone Kiosk.'
-

Appeal B - Ref: APP/H5390/Z/17/3192472 **Outside 156 Uxbridge Road, London W12 8AA**

- The appeal is made under Regulation 17 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 against a refusal to grant express consent.
 - The appeal is made by Mr Matthew Coe (New World Payphones) against the decision of the Council of the London Borough of Hammersmith & Fulham.
 - The application Ref 2017/00967/ADV, dated 9 March 2017, was refused by notice dated 11 December 2017.
 - The advertisement proposed is 'Internally illuminated digital panel as integral part of Telephone Kiosk.'
-

Decisions

Appeal A

1. The appeal is allowed and approval is granted under the provisions of Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) for the siting and appearance of a replacement telephone kiosk at land outside 156 Uxbridge Road, London W12 8AA in accordance with the terms of the application Ref 2017/00966/TEL56, dated 9 March 2017, and the plans and documents submitted with it.

Appeal B

2. The appeal is dismissed.

Preliminary Matters

3. Policies from the Core Strategy, Development Management Local Plan and Planning Guidance Supplementary Planning Document set out in the Council's decision notices have now been replaced by policies from the Local Plan (LP)

and Planning Guidance Supplementary Planning Document (SPD), which were adopted in February 2018 after the appeals were submitted. The design, heritage conservation and enhancement and amenity protection aims of both sets of policies are similar so neither party has been prejudiced by this change in policy circumstances. Although not determinative in the case of either appeal, I have had regard to these policies as a material consideration insofar as they are relevant to the appeal proposals.

Main Issues

4. The appeal site is an area of footway on the north side of Uxbridge Road within Shepherds Bush Conservation Area (CA), which is characterised by the mixture of employment, shopping, leisure and residential development focussed around Shepherds Bush Common.
5. In the case of Appeal A the main issue is whether the siting and appearance of the proposed telephone kiosk would preserve or enhance the character or appearance of the CA and its effect upon the significance of the adjacent non-designated heritage assets at 156-162 Uxbridge Road.
6. The main issue in Appeal B is the effect of the proposed advertisement upon amenity, with particular regard to the character and appearance of the CA and the significance of the adjacent non-designated heritage assets located at 156-162 Uxbridge Road.

Reasons

Appeal A

7. The appeal proposal would replace an existing kiosk and would be sited in the same position, close to the outside edge of the footway. It would be open sided with a similar height and footprint as the existing structure, and the black finish would reflect the predominantly dark coloured street furniture in the area. As a result the proposal would not add to clutter and would be no more visually prominent than the existing kiosk, integrating well into the street scene.
8. The Council's delegated report refers to appeals relating to telephone kiosks on Goldhawk Road and Lillie Road. However, I have not been provided with details of these other cases and so cannot draw comparisons with the appeal proposal. Besides, I must determine the appeal on its own merits and have done so.
9. For the reasons set out above I conclude that the siting and appearance of the proposed telephone kiosk would preserve the character and appearance of the CA and that it would not have a harmful effect upon the significance of the adjacent non-designated heritage assets at 156-162 Uxbridge Road. Therefore, the appeal proposal would accord with the design and heritage conservation and enhancement aims of Policy 6.10 of the London Plan, LP Policies DC1, DC2, DC8 and DC10 and SPD Policies CAG2 and CAG3.

Appeal B

10. The Planning Practice Guidance¹ states that, in assessing amenity, regard should be had to the local characteristics of the neighbourhood. Uxbridge Road is a bustling street comprising a wide range of retail and commercial uses with associated advertisements, many of which are illuminated. However, these are

¹ Paragraph: 079 Reference ID: 18b-079-20140306

generally fascia signs on the ground floor units, whilst roadside adverts in the vicinity are confined to posters within some kiosks. Shepherds Bush Common lies opposite the site and this large open green space provides a quiet backdrop to the surrounding built form.

11. The proposed advertisement would be incorporated in a freestanding structure in a prominent roadside location facing west down a long and straight stretch of Uxbridge Road. Thus, it would be highly visible in long-range views along the street and towards the adjacent non-designated heritage assets and Common. The display of a sequential series of static digital images would be vivid and conspicuous, and would not assimilate well into the street scene. Thus, although the luminance level and rate of image transition could be controlled by condition, the appeal proposal would nevertheless create an isolated and discordant feature.
12. The appellant has referred to a number of digital adverts on bus shelters which have been granted consent at various locations in the wider area. I do not have full details of these cases although, based upon the submitted evidence, these other sites are between 170 – 275m from the appeal site. Consequently I cannot draw comparisons with the individual site circumstances of the case before me. Whilst I note the Inspectors' findings in respect of the digital nature of advertisement displays proposed in a number of appeals², I do not have full details of these cases and so cannot make comparisons with the appeal proposal. In any event, I must determine the appeal on its own merits and have done so.
13. For the reasons set out above, I conclude that the proposed advertisement would have a harmful effect upon amenity, would fail to preserve or enhance the character and appearance of the CA and would have a harmful effect upon the significance of the adjacent non-designated heritage assets located at 156-162 Uxbridge Road. Consequently, the proposal would fail to accord with the amenity protection and heritage conservation and enhancement aims of LP Policies DC8 and DC9.

Conditions

14. In respect of Appeal A, the Council has suggested the imposition of conditions including removal of the existing kiosk, a time limit on the commencement of development, compliance with approved details and removal of the proposed telephone kiosk when it is no longer required for telecommunications purposes. However, the existing kiosk would have to be removed to make way for the replacement kiosk and the other matters are covered by standard conditions set out in Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended). I do not consider that it is necessary to add to these standard conditions.
15. The Council has also suggested the imposition of a condition preventing the glazed panels in the kiosk being used for the display of advertisements. However, the issues under consideration in respect of Appeal A are the siting and appearance of the kiosk itself rather than of any advertising material. As such I do not consider it would be reasonable in this case to impose a condition which would add to the conditions and limitations set out in Schedule 3, Part 1,

² lead case APP/R5510/Z/16/3157043, APP/V5570/Z/17/3169006 and APP/V5570/Z/17/3167080

Class 16 of The Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

Conclusions

16. For the reasons set out above and having regard to all other matters raised, I conclude that Appeal A should be allowed and Appeal B should be dismissed.

CL Humphrey

INSPECTOR



Appeal Decisions

Site visit made on 10 May 2018

by **C L Humphrey BA (Hons) DipTP MRTPI**

an Inspector appointed by the Secretary of State

Decision date: 22nd May 2018

Appeal A - Ref: APP/H5390/W/17/3192419 **Outside 74 Shepherd's Bush Road, London W6 7PH**

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant approval required under Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).
 - The appeal is made by Mr Matthew Coe (New World Payphones) against the decision of the Council of the London Borough of Hammersmith & Fulham.
 - The application Ref 2017/00974/TEL56, dated 9 March 2017, was refused by notice dated 28 June 2017.
 - The development proposed is 'Replacement Telephone Kiosk'.
-

Appeal B - Ref: APP/H5390/Z/17/3192470 **Outside 74 Shepherd's Bush Road, London W6 7PH**

- The appeal is made under Regulation 17 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 against a refusal to grant express consent.
 - The appeal is made by Mr Matthew Coe (New World Payphones) against the decision of the Council of the London Borough of Hammersmith & Fulham.
 - The application Ref 2017/00978/ADV, dated 9 March 2017, was refused by notice dated 11 December 2017.
 - The advertisement proposed is 'Internally illuminated digital panel as integral part of Telephone Kiosk.'
-

Decisions

Appeal A

1. The appeal is allowed and approval is granted under the provisions of Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) for the siting and appearance of a replacement telephone kiosk at land outside 74 Shepherd's Bush Road, London W6 7PH in accordance with the terms of the application Ref 2017/00974/TEL56, dated 9 March 2017, and the plans and documents submitted with it.

Appeal B

2. The appeal is dismissed.

Preliminary Matters

3. Policies from the Core Strategy, Development Management Local Plan and Planning Guidance Supplementary Planning Document set out in the Council's decision notices have now been replaced by policies from the Local Plan (LP)

and Planning Guidance Supplementary Planning Document (SPD), which were adopted in February 2018 after the appeals were submitted. The design, heritage conservation and enhancement and amenity protection aims of both sets of policies are similar so neither party has been prejudiced by this change in policy circumstances. Although not determinative in either appeal, I have had regard to these policies as a material consideration insofar as they are relevant to the proposals.

Main Issues

4. The appeal site is an area of footway on the west side of Shepherd's Bush Road within Melrose Conservation Area (CA), which derives its character from the late 19th century residential terraces within its core and the terraces with ground floor retail units lining Shepherd's Bush Road at its eastern boundary.
5. In the case of Appeal A the main issue is whether the siting and appearance of the proposed telephone kiosk would preserve or enhance the character or appearance of the CA.
6. The main issue in Appeal B is the effect of the proposed advertisement upon amenity and whether it would preserve or enhance the character or appearance of the CA.

Reasons

Appeal A

7. The appeal proposal would replace an existing kiosk and would be positioned in the same location, set in slightly from the edge of the generous footway. The new kiosk would be open sided with a comparable height and footprint as the existing structure, and the black finish and straightforward design would reflect nearby street furniture. As a result the proposal would be no more visually intrusive than the existing kiosk and would integrate well into the street scene.
8. Whilst the Council's delegated report refers to appeal decisions relating to telephone kiosks on Goldhawk Road and Lillie Road I have not been provided with full details of these cases, and so cannot draw comparisons with the appeal proposal before me. In any event, I must determine the appeal on its own merits and have done so.
9. For the reasons set out above I conclude that the siting and appearance of the proposed telephone kiosk would preserve the character and appearance of the CA. Consequently, the appeal proposal would accord with the design and heritage conservation and enhancement aims of London Plan Policy 6.10B, LP Policies DC1, DC2, DC8 and DC10 and SPD Policies CAG2 and CAG3.

Appeal B

10. The Planning Practice Guidance¹ states that, in assessing amenity, regard should be had to the local characteristics of the neighbourhood. Whilst development along the western side of Shepherd's Bush Road comprises a range of retail and commercial uses with associated advertisements, some of which are illuminated, these are mostly fascia signs on the ground floor units. Roadside adverts are limited to the static non-illuminated posters within the existing telephone kiosk and a digital display integrated into the bus shelter to

¹ Paragraph: 079 Reference ID: 18b-079-20140306

the north. Development on the opposite side of the road principally comprises residential uses, mature trees line the road and, overall, the area has a fairly subdued appearance.

11. The proposed advertisement would be incorporated in a freestanding kiosk situated in a prominent roadside location near the pedestrian refuge which provides a crossing point over Shepherd's Bush Road, and would face south down the road. The display of a sequential series of static digital images on this structure would be vibrant and conspicuous, and the proposal would be highly visible to pedestrians crossing the road and in long-range views from the south. Therefore, while the luminance level and the rate of image transition could be controlled by condition, the advertisement would create an isolated and inharmonious feature in the street scene.
12. The appellant has referred to the Inspectors' findings in respect of the digital nature of advertisement displays proposed in a number of appeals². I do not have full details of these cases and so am unable to draw comparisons with the appeal proposal. Besides, I must determine the appeal on its own merits.
13. For the foregoing reasons, I conclude that the proposed advertisement would have a harmful effect upon amenity and would fail to preserve or enhance the character and appearance of the CA. Therefore, the proposal would not accord with the amenity protection and heritage conservation and enhancement aims of LP Policies DC8 and DC9.

Conditions

14. In respect of Appeal A, the Council has suggested the imposition of conditions including removal of the existing kiosk, a time limit on the commencement of development, compliance with approved details and removal of the proposed telephone kiosk when it is no longer required for telecommunications purposes. However, the existing kiosk would have to be removed to make way for the replacement kiosk and the other matters are covered by standard conditions set out in Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended). I do not consider that it is necessary to add to these standard conditions.
15. The Council has also suggested the imposition of a condition preventing the glazed panels in the kiosk being used for the display of advertisements. However, the issues under consideration in respect of Appeal A are the siting and appearance of the kiosk itself rather than of any advertising material. As such I do not consider it would be reasonable in this case to impose a condition which would add to the conditions and limitations set out in Schedule 3, Part 1, Class 16 of The Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

Conclusions

16. For the reasons set out above and having regard to all other matters raised, I conclude that Appeal A should be allowed and Appeal B should be dismissed.

CL Humphrey
INSPECTOR

² lead case APP/R5510/Z/16/3157043, APP/V5570/Z/17/3169006 and APP/V5570/Z/17/3167080



Appeal Decisions

Site visit made on 10 May 2018

by C L Humphrey BA (Hons) DipTP MRTPI

an Inspector appointed by the Secretary of State

Decision date: 22nd May 2018

Appeal A - Ref: APP/H5390/W/17/3188594 **Outside 88-90 North End Road, London W14 9EY**

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant approval required under Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).
 - The appeal is made by Mr Matthew Coe (New World Payphones) against the decision of the Council of the London Borough of Hammersmith & Fulham.
 - The application Ref 2017/00979/TEL56, dated 9 March 2017, was refused by notice dated 29 June 2017.
 - The development proposed is 'Replacement Telephone Kiosk'.
-

Appeal B - Ref: APP/H5390/Z/17/3188471 **Outside 88-90 North End Road, London W14 9EY**

- The appeal is made under Regulation 17 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 against a refusal to grant express consent.
 - The appeal is made by Mr Matthew Coe (New World Payphones) against the decision of the Council of the London Borough of Hammersmith & Fulham.
 - The application Ref 2017/00981/ADV, dated 9 March 2017, was refused by notice dated 8 September 2017.
 - The advertisement proposed is 'Internally illuminated digital panel as integral part of Telephone Kiosk.'
-

Decisions

Appeal A

1. The appeal is allowed and approval is granted under the provisions of Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) for the siting and appearance of a replacement telephone kiosk at land outside 88-90 North End Road, London W14 9EY in accordance with the terms of the application Ref 2017/00979/TEL56, dated 9 March 2017, and the plans and documents submitted with it.

Appeal B

2. The appeal is dismissed.

Preliminary Matters

3. Policies from the Core Strategy, Development Management Local Plan and Planning Guidance Supplementary Planning Document set out in the Council's decision notices have now been replaced by policies from the Local Plan (LP)

and Planning Guidance Supplementary Planning Document (SPD), which were adopted in February 2018 after the appeals were submitted. The design, heritage conservation and enhancement and amenity protection aims of both sets of policies are similar so neither party has been prejudiced by this change in policy circumstances.

4. Although not determinative in the case of either appeal, I have had regard to these policies as a material consideration insofar as they are relevant to the appeal proposals.

Main Issues

5. The appeal site is an area of footway on the west side of North End Road within Barons Court Conservation Area (CA), which is characterised by unified groups of residential development laid out in a tightly-knit grid pattern, together with Barons Court and West Kensington Underground Stations and the open space of Hammersmith Cemetery.
6. In the case of Appeal A the main issue is whether the siting and appearance of the proposed telephone kiosk would preserve or enhance the character or appearance of the CA.
7. The main issue in Appeal B is the effect of the proposed advertisement upon amenity and whether it would preserve or enhance the character or appearance of the CA.

Reasons

Appeal A

8. The appeal proposal would replace an existing kiosk and would be constructed in the same position, sited close to the edge of the footway. It would be open sided with a similar height and footprint as the existing structure, and the black finish would reflect street furniture in the vicinity. As a result the proposal would be no more visually prominent than the existing kiosk, would assimilate well into the street scene and would not add to clutter.
9. For the reasons set out above I conclude that the siting and appearance of the proposed telephone kiosk would preserve the character and appearance of the CA. The appeal proposal would therefore accord with the design and heritage conservation and enhancement aims of Policy 6.10 of the London Plan, LP Policies DC1, DC2, DC8 and DC10 and SPD Policies CAG2 and CAG3.

Appeal B

10. The Planning Practice Guidance¹ states that, in assessing amenity, regard should be had to the local characteristics of the neighbourhood. Although North End Road comprises a wide range of retail and commercial uses with associated advertisements, some of which are illuminated, these are generally fascia signs on ground floor units. Roadside adverts are limited to static internally illuminated posters within the bus shelters to the north and south.
11. The proposed advertisement would be incorporated in a freestanding structure situated in a prominent roadside location near the pedestrian crossing outside West Kensington Station and would face east across North End Road. Thus,

¹ Paragraph: 079 Reference ID: 18b-079-20140306

although not particularly visible in long-range views, the proposal would be highly conspicuous from the eastern side of the road and the crossing. The display of a sequential series of static digital images on this structure would be prominent and eye-catching. Consequently, although the luminance level and rate of image transition could be controlled by condition, the appeal proposal would create an isolated and inharmonious feature in the street scene.

12. The appellant has referred to the Inspectors' findings regarding the digital nature of advertisement displays proposed in a number of appeals². I do not have full details of these cases and so cannot make comparisons with the appeal proposal. In any event, I must determine the appeal on its own merits and have done so.
13. For the reasons set out above, I conclude that the proposed advertisement would have a harmful effect upon amenity and would fail to preserve or enhance the character and appearance of the CA. Consequently, the proposal would be contrary to the amenity protection and heritage conservation and enhancement aims of LP Policies DC8 and DC9.

Conditions

14. In respect of Appeal A, I do not consider that it is necessary to add to the standard conditions set out in Article 3, Schedule 2, Part 16 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).

Conclusions

15. For the reasons set out above and having regard to all other matters raised, I conclude that Appeal A should be allowed and Appeal B should be dismissed.

CL Humphrey

INSPECTOR

² lead case APP/R5510/Z/16/3157043, APP/V5570/Z/17/3169006 and APP/V5570/Z/17/3167080

Appendix G - Suggested conditions

Advertisement Consent application (2024/3446/A):

1. No advertisement is to be displayed without the permission of the owner of the site or any other person with an interest in the site entitled to grant permission.

Reason: - As required by regulation 2(1) and Schedule 2 of the Town & Country Planning (Control of Advertisements) (England) Regulations 2007.

2. No advertisement shall be sited or displayed so as to:

(a) endanger persons using any highway, railway, waterway, dock, harbour or aerodrome (civil or military);

(b) obscure, or hinder the ready interpretation of any traffic sign, railway signal or aid to navigation by water or air; or

(c) hinder the operation of any device used for the purpose of security or surveillance or for measuring the speed of any vehicle

Reason: - As required by regulation 2(1) and Schedule 2 of the Town & Country Planning (Control of Advertisements) (England) Regulations 2007.

3. Any advertisement displayed and any site used for the display of advertisements, shall be maintained in a condition that does not impair the visual amenity of the site.

Reason: - As required by regulation 2(1) and Schedule 2 of the Town & Country Planning (Control of Advertisements) (England) Regulations 2007.

4. Any structure or hoarding erected or used principally for the purpose of displaying advertisements shall be maintained in a safe condition.

Reason: - As required by regulation 2(1) and Schedule 2 of the Town & Country Planning (Control of Advertisements) (England) Regulations 2007.

5. Where an advertisement is required under these Regulations to be removed, the site shall be left in a condition that does not endanger the public or impair visual amenity.

Reason: - As required by regulation 2(1) and Schedule 2 of the Town & Country Planning (Control of Advertisements) (England) Regulations 2007.

6. The advertisement display shall be statically illuminated and the intensity of the illumination of the digital signs shall not exceed 2000 candelas per square metre

during the day and 600 candelas per square metre during the hours of darkness in line with the maximum permitted recommended luminance as set out by The Institute of Lighting Professionals' Professional Lighting Guide 05: The Brightness of Illuminated Advertisements Including Digital Displays, 2023. The levels of luminance on the digital signs should be controlled by light sensors to measure the ambient brightness and dimmers to control the lighting output to within these limits.

Reason: To ensure that the advertisement does not harm the character and appearance of the street scene and does not create a distraction to pedestrian or vehicular traffic and therefore cause a hazard to highway safety. In accordance with the requirements of policies A1 (Managing the impact of development), D1 (Design), D2 (Heritage), D4 (Advertisements), C5 (Safety and security) and T1 (Prioritising walking, cycling and public transport) of the London Borough of Camden Local Plan 2017 and Transport for London Guidance for Digital Roadside Advertising 2013.

7. The digital sign shall not display any moving, or apparently moving, images (including animation, flashing, scrolling three dimensional, intermittent or video elements).

Reason: To ensure that the advertisement does not harm the character and appearance of the streetscene and does not create a distraction to pedestrian or vehicular traffic and therefore cause a hazard to highway safety. In accordance with the requirements of policies A1 (Managing the impact of development), D4 (Advertisements), C5 (Safety and security) and T1 (Prioritising walking, cycling and public transport) of the London Borough of Camden Local Plan 2017 and Transport for London Guidance for Digital Roadside Advertising 2013.

8. The minimum display time for each advertisement shall be 10 seconds.

Reason: To ensure that the advertisement does not harm the character and appearance of the streetscene and does not create a distraction to pedestrian or vehicular traffic and therefore cause a hazard to highway safety. In accordance with the requirements of policies A1 (Managing the impact of development), D4 (Advertisements), C5 (Safety and security) and T1 (Prioritising walking, cycling and public transport) of the London Borough of Camden Local Plan 2017 and Transport for London Guidance for Digital Roadside Advertising 2013.

9. The interval between advertisements shall take place over a period no greater than one second; the complete screen shall change with no visual effects (including fading, swiping or other animated transition methods) between displays and the display will include a mechanism to freeze the image in the event of a malfunction.

Reason: To ensure that the advertisement does not harm the character and appearance of this part of the streetscene and does not create a distraction to pedestrian or vehicular traffic and therefore cause a hazard to highway safety. In

accordance with the requirements of policies A1 (Managing the impact of development), D4 (Advertisements), C5 (Safety and security) and T1 (Prioritising walking, cycling and public transport) of the London Borough of Camden Local Plan 2017 and Transport for London Guidance for Digital Roadside Advertising 2013.

10. No advertisement displayed shall resemble traffic signs, as defined in section 64 of the Road Traffic Regulation Act 1984.

Reason: To ensure that the advertisement does not create a distraction to pedestrian or vehicular traffic and therefore cause a hazard to highway safety. In accordance with the requirements of policies A1 (Managing the impact of development), D4 (Advertisements), C5 (Safety and security) and T1 (Prioritising walking, cycling and public transport) of the London Borough of Camden Local Plan 2017 and Transport for London Guidance for Digital Roadside Advertising 2013.

11. Any footway and carriageway on the Transport for London Road Network (TLRN) and/or Strategic Road Network (SRN) must not be blocked during the installation and maintenance of the advertising panel. Temporary obstruction during the installation must be kept to a minimum and should not encroach on the clear space needed to provide safe passage for pedestrians or obstruct the flow of traffic.

Reason: To ensure that the advertisement does not create a distraction to pedestrian or vehicular traffic and therefore cause a hazard to highway safety. In accordance with the requirements of policies A1 (Managing the impact of development), D4 (Advertisements), C5 (Safety and security) and T1 (Prioritising walking, cycling and public transport) of the London Borough of Camden Local Plan 2017 and Transport for London Guidance for Digital Roadside Advertising 2013

12. No music or sound shall be emitted from the advertisements.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 (Managing the impact of development) and A4 (Noise and vibration) of London Borough of Camden Local Plan 2017.

Appendix H - Suggested conditions

Full Planning Permission application (2024/3310/P):

1. The development hereby permitted shall begin not later than three years from the date of this decision.

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: (Cam-CR1/2024/-)01 to 06 (inclusive); Planning and Heritage Statement from DPV Consult Limited (ref: DP/20075) dated 24/07/2024; Design, Management and Operational Statement from Urban Innovation Company dated 10/05/2024; Responsibilities Statement from Urban Innovation Company dated July 2024.

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

3. The structure hereby permitted shall be removed from the land on which it is situated as soon as reasonably practicable after it is no longer required for telecommunication or electronic communications purposes.

Reason: - To safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1 (Design) and D2 (Heritage) of the London Borough of Camden Local Plan 2017.

4. All new or replacement surface materials should match as closely as possible the existing adjacent surface materials.

Reason: - To safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1 (Design) and D2 (Heritage) of the London Borough of Camden Local Plan 2017.

DATED 20 December 2023

(1) LAWNMIST LIMITED

and

(2) FIREBROOK LIMITED

and

(3) GREENCLOUD LIMITED

and

(4) ING BANK N.V.

and

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

A G R E E M E N T

relating to land known as

**100 GRAY'S INN ROAD WC1X 8AL, 88 GRAY'S INN ROAD WC1X 8AA AND 127
CLERKENWELL ROAD LONDON EC1R 5LP**

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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CLS/COM/EG/1800. 2388
s106 Final

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THIS AGREEMENT is made the 20th day of December 2023

BETWEEN:

- A. **LAWNMIST LIMITED** (incorporated in the Isle of Man) care of Portman House, 7th Floor, 2 Portman Street, London, W1H 6DU (hereinafter called "the First Owner") of the first part
- B. **FIREBROOK LIMITED** (incorporated in Isle of Man) care of Portman House, 7th Floor, 2 Portman Street, London, W1H 6DU (hereinafter called "the Second Owner") of second part
- C. **GREENCLOUD LIMITED** (incorporated in Isle of Man) care of Portman House, 7th Floor, 2 Portman Street, London, W1H 6DU (hereinafter called "the Third Owner") of the third part
- D. **ING BANK N.V.** (incorporated in Netherlands) (UK Co. Regn. No. FC010062) acting through its London Branch at 8-10 Moorgate, London, EC2R 6DA (UK establishment number BR000341) (hereinafter called "the Mortgagee") of the fourth part
- E. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

1. **WHEREAS**

- 1.1 The First Owner is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number LN71010 subject to a charge to the Mortgagee.
- 1.2 The First Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Second Owner is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number NGL731290 subject to a charge to the Mortgagee.
- 1.4 The Second Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

- 1.5 The Third Owner is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number LN250929 subject to a charge to the Mortgagee.
- 1.6 The Third Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.7 A Planning Application for the development of the Property was submitted to the Council and validated on 5 October 2022 and the Council resolved to grant permission conditionally under reference number 2022/4259/P subject to the conclusion of this legal Agreement.
- 1.8 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.
- 1.9 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 1.10 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under the following legal charges:
(a) legal charges registered under Title Number LN71010 dated 5 February 2016, 29 April 2019 and 29 January 2020
(b) legal charge registered under Title Number NGL731290 dated 31 January 2020
(c) legal charges registered under Title Number LN250929 dated 29 April 2019 and 29 January 2020
and is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low-cost housing including London Affordable Rented Housing, Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Units"	2 (two) Intermediate Rented Housing Units (each unit being 2 bedroom 4 person unit) and 4 (four) Social-Affordable Rented Housing Units (being 2 x 1 bedroom 2 person units and 2 x 3 bedroom 5 person units) within the Development in accordance with this Agreement to be constructed fitted out and occupied exclusively as Affordable Housing
2.4	"Affordable SME Workspace"	the 326 m ² (Three Hundred and Twenty Six square metres) of subsidised workspace within the Development, comprising 251m ² gross internal area on the ground floor of 88 Gray's Inn Road shown dashed blue on Plan 2A and 50% of the 150m ² gross internal area on the basement level of 88 Gray's Inn Road as shown dashed blue on Plan 2B to be let and proactively marketed to small and medium sized enterprises in accordance with the Affordable SME Workspace Marketing Strategy and Occupied in accordance with the Affordable SME Workspace Plan
2.5	"Affordable SME Workspace Marketing Strategy"	a strategy to be submitted by the Owner and approved by the Council for marketing the Affordable SME Workspace and to ensure that the Affordable SME Workspace is marketed to small

		<p>and medium sized enterprises in the London Borough of Camden including (but not limited to):-</p> <ul style="list-style-type: none"> a) details of how and where the Affordable SME Workspace will be marketed; b) measures to ensure the Affordable SME Workspace will be offered on flexible tenancy/membership/licence terms to small and medium sized enterprises at a range of pricing options which enable businesses to start up and grow; c) measures to ensure that the Affordable SME Workspace is marketed to Camden Based Enterprises and to include a specific strategy to promote the Affordable SME Workspace units through local business channels and networks such as business improvement districts in the London Borough of Camden; d) measures to ensure that each time a new enterprise is proposed to occupy the Affordable SME Workspace the Council is provided with a shortlist of the enterprises who are proposing to occupy the Affordable SME Workspace and evidence that these enterprises are Camden Based Enterprises; e) identifying means of ensuring the provision information to the Council to monitor the implementation of the marketing strategy on a regular basis initially on an annual basis for a period of 10 years following first Occupation of the Affordable SME Workspace; f) provision of a mechanism for review and update as required from time to time
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2.6	"Affordable SME Workspace Plan"	<p>a plan setting out a package of measures to be submitted by the Owner and approved by the Council for the provision and management of the Affordable SME Workspace to ensure that the Affordable SME Workspace remains as a flexible and affordable so as to be suitable and affordable for small and medium sized enterprises including (but not limited to):</p> <ul style="list-style-type: none"> (a) details of any Affordable SME Workspace Provider (if relevant); (b) details of the space to be offered as Affordable SME Workspace on flexible tenancy/membership/licence terms (c) a requirement for the Affordable SME Workspace to be offered at the Affordable Workspace Rent to be agreed with the Council in writing; (d) the ratio of any service charges or other charges applied to the Affordable SME Workspace and the Affordable Workspace Rent should be less than or equal to the ratio of any service or other charges applied to the other office accommodation forming part of the Development in order to demonstrate genuine affordability; (e) measures to ensure the Affordable SME Workspace will be offered to a range of sizes of business including micro businesses, start-ups and scale ups; (f) measures to ensure that the enterprises Occupying the Affordable SME Workspace have access to the same facilities as all other occupiers;
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		<p>(g) measures to ensure that the enterprises Occupying the Affordable SME Workspace will be offered twelve (12) month tenancies with flexibility to extend their Occupation after twelve months or for shorter tenancies to be agreed if required by the enterprises;</p> <p>(h) mechanism to calculate rental levels and service charge levels (which for the avoidance of doubt should be less than or equal to the ratio of any service or other charges applied to the other office accommodation forming part of the Development in order to demonstrate genuine affordability) afresh by the Owner prior to any new tenant entering into a tenancy agreement for the Affordable SME Workspace (or a part thereof);</p> <p>(i) identifying means of ensuring provision of information to the Council to monitor the implementation of the Affordable SME Workspace Plan on an annual basis following first Occupation of the Affordable SME Workspace specifying the following: details of the rental levels paid;</p> <p>(ii) details of the individual tenants Occupying the Affordable SME Workspace including number of new businesses each year;</p> <p>(iii) the size including turnover and number of employees of the</p>
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		<p>business occupying the Affordable SME Workspace; and</p> <p>(iv) the sector and specific activity and status of those business occupying the Affordable SME Workspace; and</p> <p>(v) provision of a mechanism for review and update as required from time to time.</p>
2.7	"Affordable SME Workspace Provider"	<p>one of the following as shall be approved by the Council in writing:</p> <p>(a) such company, organisation or management group with experience of operating shared workspaces (including affordable workspaces} for multiple occupation by micro, small and medium sized; or</p> <p>(b) the Owner provided that if the Owner is to be approved by the Council as the Affordable SME Workspace Provider they will first need to have demonstrated to the Council's reasonable satisfaction that they have the requisite marketing and management skills (either in-house or through third party contractors) to successfully operate the Affordable SME Workspace</p>
2.8	"Affordable Workspace Rent"	<p>a rental level based upon an approved methodology (to be agreed by the Council and the Owner in writing) for establishing the rental levels to be proposed to tenants of the Affordable SME Workspace for a minimum of 10 (ten) years AND PROVIDED ALWAYS THAT the rent for the</p>

		Affordable SME Workspace is always no more than 50% (fifty percent) of the market value of comparable space found within a one mile radius of the Property to be reviewed every three years during the lifetime of the Affordable SME Workspace following first Occupation of the Affordable SME Workspace (or other such review timeframe that the Council may agree to in writing)
2.9	"Agreed Viability Assessment"	<p>the viability assessment titled "Site Specific Financial Viability Assessment 88 & 100 Gray's Inn Road, 127 Clerkenwell Road, London WC1X 8A" dated 09/08/2022 and commissioned by the Owner and produced and submitted on the Owners behalf as amended in accordance with the following documents commissioned by the Owner or the Council:</p> <p>(a) Independent Viability Review commissioned by the Council produced by BPS Chartered Surveyors and dated 01/11/2022;</p> <p>(b) Viability Letter Summarising BPS Viability Response dated November 2022 commissioned by the Owner produced by Gerald Eve and dated 30/01/2023; and</p> <p>(c) 88 & 100 Gray's Inn Road and 127 Clerkenwell Road, London WC1X 8AL Addendum commissioned by the Council produced by BPS Chartered Surveyors and dated 16/02/2023</p>
2.10	"Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.11	"Approved Strategic Partner List"	means a list approved periodically by the Council and published on the Council's website comprising Registered Providers that provide and manage Affordable Housing within the London Borough of Camden in accordance with the Council's objectives for Affordable Housing
2.12	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction

		of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
2.13	"Basement Approval in Principle Contribution"	the sum of £576.80 (Five Hundred Seventy Six Pounds and Eighty Pence) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application
2.14	"Benchmark Land Value"	the sum of £36,500,000 (Thirty Six Million Five Hundred Thousand Pounds)
2.15	"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
2.16	"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
2.17	"Camden Based Enterprises"	small and medium sized enterprises whose registered company address is in the London Borough of Camden or whose director or owner can prove their primary residence is in the London Borough of Camden
2.18	"Camden Living"	Camden Living Limited (Co. Regn. No.10484863) and/or any other holding/subsidiary company set up by the Council or another vehicle set up and managed by the Council to provide affordable housing
2.19	"Carbon Offset Contribution"	the sum of £123,690 (One Hundred Twenty Three Thousand and Six Hundred and Ninety pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-

		site carbon reduction measures in the vicinity of the Development
2.20	"Central London Forward"	Central London Forward is the strategic sub-regional partnership for Central London covering the local authorities of Camden, the City of London, Hackney, Haringey, Islington, Kensington and Chelsea, Lambeth, Lewisham, Southwark, Tower Hamlets, Wandsworth and Westminster
2.21	"Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.22	"Commercial Floorspace"	the office and retail floorspace to be provided as part of the Development identified edged red on Plan 4 attached hereto excluding the Affordable SME Workspace
2.23	"Construction Apprentice Default Contribution"	the sum of £20,000 (Twenty Thousand Pounds) 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
2.24	"Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per apprentice (being a total amount of £35,700 (Thirty Five Thousand and Seven Hundred 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 to support the recruitment and training of apprentices
2.25	"Construction Phase"	the whole period between: <ul style="list-style-type: none"> (a) the Implementation Date and (b) the date of issue of the Certificate of Practical Completion and for the avoidance of doubt includes the demolition of the Existing Buildings

2.26	"Construction Phase Working Group"	a working group to be convened in accordance with the requirements of Clause 4.22 of this Agreement being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development
2.27	"Construction Management Plan Bond"	which means "the sum of £30,000 (Thirty 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 procedures set out in Clause 4.6
2.28	"Construction Management Plan Implementation Support Contribution"	the sum of £28,520 (Twenty Eight Thousand and Five Hundred and Twenty 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
2.29	"Construction Work Placement Default Contribution"	the sum of £804 (Eight Hundred and Four Pounds) per work placement required on site to be paid by the Owner to the Council in lieu of construction workplace provision.
2.30	"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

2.31	"Council's Construction Skills Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.32	"Defects Liability Period"	such period of time following the issue of the Certificate of Practical Completion of the Development in which a contractor may remedy
2.32	"Deferred Affordable Housing Contribution"	the sum of £1,956,000 (One Million Nine Hundred Fifty Six Thousand Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
2.33	"Deficit"	a negative figure or figure of zero for the residual profit produced from the Post Construction Viability Assessment by inserting a fixed price equal to the Benchmark Land Value and inserting a fixed commercial profit return on GDV of 15% for the Commercial Floorspace and a fixed profit return on GDV of 6% for Affordable Housing and Affordable SME Workspace
2.34	"Delivery, Servicing and Waste Operational 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 servicing and waste 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 deliveries and waste 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>

		<ul style="list-style-type: none"> (c) measures to avoid a number of delivery vehicles arriving at the same time; (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts; (e) likely nature of goods to be delivered (f) the likely size of the delivery vehicles entering the Property (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council; (j) details of arrangements for refuse storage and servicing; and (k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time
2.35	"Development"	Demolition of 100 Gray's Inn Road and 127 Clerkenwell Road and the erection of a mixed-use

	<p>office led (Class E) development comprising a basement, ground plus eight storey building for flexible retail / restaurant / office uses at ground floor and basement (Class E), basement excavation, provision of roof terraces, external plant equipment and enclosures, servicing bay, waste storage, cycle parking, public realm works; partial demolition and extension of 88 Gray's Inn Road for use of the upper floors for housing (Class C3) and ground floor as offices (Class E) with associated external alterations and associated works as shown on drawing numbers:</p> <p>Existing: 13636-A-ZZ-03-100, 13636-A-ZZ-B01-01-099, 13636-A-ZZ-L00-01-100, 13636-A-ZZ-L01-01-101, 13636-A-ZZ-L02-01-102, 13636-A-ZZ-L03-01-103, 13636-A-ZZ-L04-01-104, 13636-A-ZZ-L05-01-105, 13636-A-ZZ-L06-01-106, 13636-A-ZZ-L07-01-107, 13636-A-100-ZZ-01-200, 13636-A-100-ZZ-01-201, 13636-A-100-ZZ-01-202, 13636-A-100-ZZ-01-203, 13636-A-100-ZZ-01-300, 13636-A-100-ZZ-01-301, 13636-A-88-ZZ-01-200, 13636-A-88-ZZ-01-201, 13636-A-88-ZZ-01-202, 13636-A-88-ZZ-01-300, 13636-A-88-ZZ-01-301.</p> <p>Demolition: 13636-D-ZZ-B01-02-099, 13636-D-ZZ-L00-02-100, 13636-D-ZZ-L01-02-101, 13636-D-ZZ-L02-02-102, 13636-D-ZZ-L03-02-103, 13636-D-ZZ-L04-02-104, 13636-D-ZZ-L05-02-105, 13636-D-ZZ-L06-02-106, 13636-D-ZZ-L07-02-107, 13636-D-ZZ-R-02-110, 13636-D-100-02-200, 13636-D-100-02-200.</p> <p>Proposed: 13636-A-100-B01-00-099-RevB, 13636-A-100-L00-00-100-RevB, 13636-A-100-L01-00-101, 13636-A-100-L02-00-102, 13636-A-100-L03-00-103, 13636-A-100-L04-00-104,</p>
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		<p>13636-A-100-L05-00-105, 13636-A-100-L06-00-106, 13636-A-100-L07-00-107, 13636-A-100-L08-00-108-RevB, 13636-A-100-R-00-110-RevD, 13636-A-100-R-00-210-Rev C, 13636-A-88-B01-00-099, 13636-A-88-L00-00-100, 13636-A-88-L01-00-101-RevB, 13636-A-88-L02-00-102, 13636-A-88-L03-00-103, 13636-A-88-R-00-110, 13636-A-100-ZZ-04-200-RevB, 13636-A-100-ZZ-04-201-RevB, 13636-A-100-ZZ-04-202-RevB, 13636-A-100-ZZ-04-203, 13636-A-88-ZZ-04-200, 13636-A-88-ZZ-04-201, 13636-A-88-ZZ-04-202, 13636-A-88-ZZ-04-203, 13636-A-88-ZZ-04-204, 13636-A-100-ZZ-05-300, 13636-A-100-ZZ-05-301-RevB, 13636-A-88-ZZ-05-300, 13636-A-88-ZZ-05-301</p> <p>Supporting Documents:</p> <p>Affordable Housing Statement, September 2022</p> <p>Air Quality Assessment, September 2022</p> <p>Arboricultural Impact Assessment and Method Statement, September 2022</p> <p>Archaeological Desk Based Assessment, 30 September 2022</p> <p>Biodiversity Net Gain Plan, 29 September 2022</p> <p>CIL Form, 30 September 2022</p> <p>Circular Economy Spreadsheet 1 & 2, 28 September 2022</p> <p>Circular Economy Statement, 30 September 2022</p> <p>Construction Management Plan, September 2022</p> <p>Contamination and Basement Impact Statement, 27 September 2022</p> <p>Covering Letter, 30 September 2022</p> <p>Daylight & Sunlight Report, 21 September 2022</p> <p>Delivery and Servicing Plan, 28 September 2022</p> <p>Design and Access Statement, 30 September 2022</p>
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		<p>Drainage Statement and SUDs strategy, 29 September 2022</p> <p>Employment and Training Statement</p> <p>Energy Spreadsheet, 30 September 2022</p> <p>Energy Statement, 30 September 2022</p> <p>Energy and Sustainability Comments Responses, 06/03/2023</p> <p>Financial Viability Assessment, 9 August 2022</p> <p>Flood Risk Assessment, 29 September 2022</p> <p>Noise Impact Assessment, 30 September 2022</p> <p>Planning Application Form, 30 September 2022</p> <p>Planning Statement, 30 September 2022</p> <p>Preliminary Ecological Appraisal, 30 September 2022</p> <p>Site Waste Management Plan, September 2022</p> <p>Statement of Community Involvement, September 2022</p> <p>Structural Methodology Statement, 30 September 2022</p> <p>Sustainability Statement Spreadsheet</p> <p>Sustainability Statement, 30 September 2022</p> <p>Transport Assessment, 23 September 2022</p> <p>Travel Plan, 28 September 2022</p> <p>Ventilation and Extraction Statement, 29 September 2022</p> <p>Additional Documents:</p> <p>SPT & Cohesion Depth Graph</p> <p>Blackheath Point Renders</p> <p>Financial Viability Response Note</p> <p>Delivery and Servicing Bay Note, 23 March 2023</p> <p>Energy and Sustainability Response Note, 6 March 2023</p> <p>Fire Statement, 17 March 2023</p> <p>Heritage Assets Planning Assessment Note, 12 December 2022</p>
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		<p>Metropolitan Police Response Note, 3 February 2023</p> <p>SuDS Response Note, 2 March 2023</p> <p>Transport Response Note, 17 November 2022</p> <p>Rooftop Amendments Note, December 2022</p> <p>Delivery and Servicing Note, 23 March 2023</p> <p>Townscape, Heritage and Visual Impact Assessment, 20 October 2022</p> <p>Existing: 13636-A-ZZ-03-100, 13636-A-ZZ-B01-01-099, 13636-A-ZZ-L00-01-100, 13636-A-ZZ-L01-01-101, 13636-A-ZZ-L02-01-102, 13636-A-ZZ-L03-01-103, 13636-A-ZZ-L04-01-104, 13636-A-ZZ-L05-01-105, 13636-A-ZZ-L06-01-106, 13636-A-ZZ-L07-01-107, 13636-A-100-ZZ-01-200, 13636-A-100-ZZ-01-201, 13636-A-100-ZZ-01-202, 13636-A-100-ZZ-01-203, 13636-A-100-ZZ-01-300, 13636-A-100-ZZ-01-301, 13636-A-88-ZZ-01-200, 13636-A-88-ZZ-01-201, 13636-A-88-ZZ-01-202, 13636-A-88-ZZ-01-300, 13636-A-88-ZZ-01-301</p>
2.36	"Employment and Training Contribution"	<p>the sum of £83,895 (Eighty Three Thousand and Eight Hundred and Ninety 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>
2.37	"Employment Skills and Training Supply Plan"	<p>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 for it to satisfy the obligations contained in Clause 4.8 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</p>

		<p>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) at least 20% of people employed during the Construction Phase reside in Camden as provided in Clause 4.12.3 of this Agreement</p> <p>(c) to ensure the provision of 21 (twenty one) construction apprentices during the Construction Phase;</p> <p>(d) make provision during the Construction Phase for no less than 7 (seven) 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 5 (five) end use apprenticeships for the first 10 (ten) years following the Occupation Date</p> <p>(g) ensure delivery of a minimum of 5 (five) end use work placement opportunities for the first 10 (ten) years following the Occupation Date</p> <p>(g) commit to following the Local Procurement Plan</p>
2.38	"Enabling Works"	means the following activities carried out as part of the Development: soft strip out, excavation works,

		construction of basement box and erection of concrete cores
2.39	"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 88 & 100 Gray's Inn Road, 127 Clerkenwell Road Energy Statement Planning Issue dated 30 September 2022 by Max Fordham;</p> <p>b) in relation to the residential element of the Development, the achievement of:-</p> <ul style="list-style-type: none"> i. a minimum 60.3% reduction in carbon emissions beyond the Part L 2013 (as amended) baseline; ii. a minimum 12.1% Be Lean state reduction through building efficiency; iii. a minimum 54.9% Be Green Stage reduction through renewables <p>c) in relation to the non-residential element of the Development, the achievement of:</p> <ul style="list-style-type: none"> i. a minimum 10.8% reduction in carbon emissions beyond the Part L 2013 (as amended) baseline; ii. a minimum of 6.1% Be Lean state reduction through building efficiency; iii. a minimum of 5.1% Be Green Stage reduction through renewables <p>(d) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's</p>

		<p>carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies and for the avoidance of doubt the Owner will target 20% reduction in respect of the commercial use of the Property AND 20% reduction in respect of the residential use of the Property;</p> <p>(e) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>(f) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>(g) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:</p> <ul style="list-style-type: none">- safeguarded space for a future heat exchanger;- provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;- the provision of isolation valves to facilitate the connection of an interfacing heat exchanger;- provision for external buried pipework routes to be safeguarded to a nearby road
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		<p>or similar where connection to the DHN would be made.</p> <ul style="list-style-type: none"> - Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network. <p>(h) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage Standard Assessment Procedure (for residential) and National Calculation Method (for non-residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>(i) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(j) identifying means of ensuring the provision of information to the Council and provision of a</p>
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		mechanism for review and update as required from time to time
2.40	"Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.41	"First Element"	means the demolition of the Existing Buildings and the carrying out of the Enabling Works
2.42	"First Element Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the First Element 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 use reasonable endeavours to ensure the First Element 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 protect and preserve the nearby listed buildings during the Construction Phase; (c) proposals to use reasonable endeavours to ensure there are no adverse effects on the Conservation Area features (d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and

		<p>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>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>
2.43	"Highway Contribution"	<p>the sum of £52,690 (Fifty Two Thousand Six Hundred and Ninety 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 Highway Works"):-</p> <p>(a) repaving the footway adjacent to the Clerkenwell Road frontage of the Development;</p> <p>(b) repaving the footway adjacent to the Gray's Inn Road frontage of the Development;</p> <p>(c) all works and associated measures required to install 34 Sheffield/Camden M cycle stands in the vicinity of the Development bike hanger on the Public Highway in the vicinity of the Development</p>

		<p>(d) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>with all of the above works 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 costs</p>
2.44	"Implementation Date"	<p>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</p>
2.45	"Intermediate Rented Housing"	<p>Affordable Housing that is available for the lifetime of the Development (subject to the provisions of this Agreement) for rent above target rents but substantially below open market levels and occupied on the following basis:-</p> <ul style="list-style-type: none"> a) complies with the requirements set out for housing of this type in the Mayor of London's "Homes for Londoners Affordable Homes Programme 2021 – 2026 and successor documents; b) it is consistent with the Council's Local Plan and Camden Supplementary Planning Document "Housing CPG" and the requirements set out in paragraph 4.6.8 and 4.6.9 of the London Plan 2021 or its successor policies (subject to annual reviews); c) it provides housing where the annual housing costs for each intermediate rented home (including rent and service charge) is:-

		<p>i) affordable to households paying no more than 40% of net income on rent and service charge where net incomes are 70% of gross incomes and gross household incomes do not exceed the maximum eligible household income for Intermediate Rent Housing set out by the London Plan 2021 or its successor policies and subject to update by the London Plan Annual Monitoring Report; and</p> <p>ii) not exceed £323 per week for 2-bedroom (4 person) units in gross total rent subject to annual rent increases not exceeding the annual increase in the Consumer Price Index +1%; and</p> <p>the tenancies shall be marketed to people who are eligible for intermediate rented housing in terms set out in paragraphs 4.6.8 and 4.6.9 of the London Plan 2021 or its successor policies (and subject to update by the London Plan Annual Monitoring Report) and are registered on the Council's Intermediate Housing Register of Interest and let in accordance with the Council's Priority Matrix as set out in Schedule 1 of the Council's Intermediate Housing Strategy and successor policies;</p>
2.46	"Intermediate Rented Housing Units"	the 2 (two) 2 bed 4 person units of Intermediate Housing forming part of the Development comprising two-bedroom four person units the same as shown edged red on Plan 3A
2.47	"Landscape and Ecology Management Plan"	a landscape and ecology management plan setting out the details of the measures that the Owner will adopt in management of the LEMP Management Area in perpetuity
2.48	"Landscape Features"	landscape features to be provided at 100 Gray's Inn Road and 88 Gray's Inn Road as part of the Development

2.49	"Landscape Features Works"	works to implement the Landscape Features
2.50	"LEMP Management Area"	the soft landscaped areas within the Development including green/blue roofs -that will be within part of the area shown edged red on Plan 1
2.51	"Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.52	"Local Procurement Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise procurement opportunities relating to the Development through (but not limited to) the following:</p> <ul style="list-style-type: none"> (a) the incorporation of the measures set out in the Local Procurement Strategy annexed at Schedule 4 hereto (b) measures to ensure provision of a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Strategy (c) to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Strategy (d) to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services;
2.53	"London Affordable Rented Housing"	Affordable Housing that is available as low cost rented homes in London to help low-income

		<p>households who are unable to secure or sustain housing on the open market for the lifetime of the Development such that homes provided:-</p> <p>(a) meet the following weekly rent benchmarks for the financial year 2022/23 (exclusive of service charge) £168.34 per week for 1-bedroom units £178.23 per week for 2-bedroom units and £188.13 per week for 3-bedroom units as set out in association with the Mayor of London's Funding Guidance "Affordable Homes Programme 2016-2023" as updated from time to time or successor funding guidance as applicable;</p> <p>(b) once occupied are subject to service charges management charges and rent-setting guidance issued by the Regulator and the Greater London Authority from time to time;</p> <p>(c) are consistent with the requirements set out for Affordable Housing for Rent in the National Planning Policy Framework and successor documents;</p> <p>(d) are consistent with the information in relation to London Affordable Rented Housing set out in Camden's Supplementary Planning Document "Camden Planning Guidance – Housing: January 2021" and its successor policies and the requirements set out in paragraph 4.6.4 of the London Plan 2021 or its successor policies (subject to annual reviews); and</p> <p>(e) are managed by the Local Housing Authority, Camden Living or a Registered Provider who has entered into a standard nominations agreement with the Council</p>
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		providing for nominations to the Council in respect of London Affordable Rented Housing Units
2.54	"National Planning Policy Framework"	means the National Planning Policy Framework (September 2023) (or such other national policy that may from time to time replace and/or update the NPPF)
2.55	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.56	"Owner"	means together the First Owner, the Second Owner and the Third Owner
2.57	"Parties"	mean the Council the Owner and the Mortgagee
2.58	"Pedestrian Cycling and Environmental Contribution"	the sum of £125,000 (One Hundred and Twenty Five 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 event of receipt for the provision of various pedestrian cycle and public realm improvements in the vicinity of the Development
2.59	"Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 5 October 2022 for which a resolution to grant permission has been passed conditionally under reference number 2022/4259/P subject to conclusion of this Agreement
2.60	"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
2.61	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.62	"Plan 1"	means the site location plan attached to this Agreement at Schedule 1A

2.63	"Plan 2A"	means a plan numbered 136-A-88-L00-07-100 showing part of the Affordable SME Workspace attached to this Agreement at Schedule 1B
2.64	"Plan 2B"	means a plan numbered 13636-A-88-B01-00-099 showing part of the Affordable SME Workspace attached to this Agreement at Schedule 1B
2.65	"Plan 3A"	means the plans numbered 13636-A-88-L01-07-101 and 13636-A-88-L03-00-104 showing the Intermediate Rented Housing Units attached to this Agreement at Schedule 1C
2.66	"Plan 3B"	means the plans numbered 13636-A-88-L01-07-102 and 13636-A-88-L02-07-103 and 13636-A-88-L03-07-105 showing the Social-Affordable Rented Housing Units attached to this Agreement at Schedule 1C
2.67	"Plan 4"	Means the plans numbered 13636-A-100-B01-07-099 Rev A and 13636-A-100-L00-07-100 Rev A and 13636-A-100-L01-07-101 Rev A and 13636-A-100-L02-07-102 Rev A and 13636-A-100-L03-07-103 Rev A and 13636-A-100-L04-07-104 Rev A and 13636-A-100-L05-07-105 Rev A and 13636-A-100-L06-07-106 Rev A and 13636-A-100-L07-07-107 Rev A and 13636-A-100-L08-07-108 Rev A showing the Commercial Floorspace attached to this Agreement at Schedule 1D
2.68	"Post Construction Viability Assessment"	<p>an open book assessment to be carried out by the Owner in respect of the entire Development and submitted to the Council in accordance with the terms of this Agreement such assessment to:</p> <p>(a) Generate the residual profit remaining after inserting a fixed price equal to the Benchmark Land Value and inserting a fixed commercial profit return on GDV of 15% for the Commercial Floorspace and a fixed profit return on GDV of 6% for the</p>

		<p>Affordable Housing and Affordable SME Workspace;</p> <p>(b) Employ the same method and sequence of calculation and be presented in the same form as the Agreed Viability Assessment unless otherwise agreed by the Council in writing;</p> <p>(c) Employ the same assumptions agreed between the Owner and the Council during determination of the Planning Application as detailed at Schedule 7 to this Agreement but subject to provisions set out in paragraphs (f), (g) and (h) of this definition of Post Construction Viability Assessment below</p> <p>(d) Otherwise employ the same numerical and/or percentage values (as the case may be) as the Agreed Viability Assessment save in relation to those specified in Schedule 7 to this Agreement and evidence of the actual sales values or rental levels achieved on initial sale or letting of the accommodation comprised in the Development up to the time such sales values or rental levels are realised and estimates of initial sales values and initial levels to be realised in future and in relation to evidence of actual construction costs, fees and other costs including payment of the Community Infrastructure Levy and financial planning obligations other than the Deferred Affordable Housing Contribution up to the time such costs are incurred and estimates of such costs to be incurred in future;</p> <p>with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Development, such assessments shall include (but not be limited to) the following:-</p>
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		<p>(e) a copy of the Agreed Viability Assessment showing the residual profit of the Development (after inclusion of a fixed commercial profit return on GDV of 15% for the Commercial Floorspace and a fixed affordable profit return on GDV of 6% for the Affordable Housing and Affordable SME Workspace) as minus £3,658,675 (minus three million six hundred and fifty eight thousand six hundred and seventy five pounds);</p> <p>(f) Receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;</p> <p>(g) a solicitors certification confirming the transactions establishing initial sales values and rental levels were arm's length third party bona fide transactions and not:-</p> <ul style="list-style-type: none"> (i) Designed to reduce the revenue received from the Development; (ii) Confined to transactions between the Owner and subsidiary companies of the Owner; (iii) Transactions between the Owner and its employees; or (iv) Transactions including deferred consideration coverage or loans or finance deals from the Owner; <p>(h) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development; and</p> <p>(i) any further information the Council acting reasonably requires</p>
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2.69	"Property"	the land known as 100 & 88 Gray's Inn Road and 127 Clerkenwell Road London WC1X 8AL the same as shown edged red on Plan 1
2.70	"Public Highway"	any carriageway footway and/or verge maintainable at public expense
2.71	"Public Open Space Contribution"	the sum of £87,588 (Eighty Seven Thousand Five Hundred and Eighty Eight Pounds) to be paid by 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 improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
2.72	"Registered Provider"	a registered provider of Affordable Housing registered as such by the Regulator and selected from the London Borough of Camden's Approved Strategic Partner List and for the avoidance of doubt includes the Local Housing Authority or Camden Living
2.73	"Regulator"	means the Regulator of Social Housing and any successor organisation
2.74	"Reportable Unit"	Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential)
2.75	"Reportable Unit (Energy Centre)"	either a connection to a third-party district heating network, a self-contained energy centre within the Development serving multiple residential/non-residential properties, or a self-contained energy system within a block or building forming part of the Development serving multiple residential properties;
2.76	"Reportable Unit (Residential)"	an individual block or building of five or more flats or a group of five or more houses;
2.77	"Reportable Unit (Non-Residential)"	a building with a single occupier/tenant (including block of flats' communal areas) or a building with multiple tenants;

2.78	"Residents 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 residents of the locality in which the Development is situated
2.79	"Residents 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 Residents Parking Bays
2.80	"Second Element"	means all works involved in the carrying out of the Development with the exception of the demolition of the Existing Buildings and the carrying out of the Enabling Works
2.81	"Second Element Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in the Second Element 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 use reasonable endeavours to ensure the Second Element 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> <p>(g) 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;</p> <p>(h) proposals to protect and preserve the nearby listed buildings during the Construction Phase;</p>

		<ul style="list-style-type: none"> (i) proposals to use reasonable endeavours to ensure there are no adverse effects on the Conservation Area features (j) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; (k) 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); (l) the inclusion of a waste management strategy for handling and disposing of construction waste; and <p>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>
2.82	"Second Element Implementation Date"	the date of implementation of the Second Element of the Development by the carrying out of a material operation in respect of any element of the Development that does not fall within the First Element
2.83	"Social-Affordable Rented Housing"	Affordable Housing that is to be provided and occupied for the lifetime of the Development (subject to the provisions of this Agreement) as either London Affordable Rented Housing or Social Rented Housing as agreed by the Council in writing
2.84	"Social-Affordable Rented Housing Units"	the 4 (four) Social-Affordable Rented Housing Units (being 2 x 1 bedroom 2 person units and 2 x 3 bedroom 5 person units) forming part of the Development the same as shown edged red on Plan 3B

2.85	"Social Housing"	Rented	<p>Affordable Housing units available for rent for the lifetime of the Development (subject to the provisions of this Agreement) such that:-</p> <p>(a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;</p> <p>(b) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Government's Policy Statement on Rents for Social Housing (or successor policies);</p> <p>(c) comply with the requirements of the Mayor of London's Funding Guidance "Homes for Londoners Affordable Homes Programme 2021-2026" or successor funding guidance as applicable;</p> <p>(d) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance – Housing: January 2021" and the requirements set out in paragraph 4.6.4 of the London Plan 2021 or its successor policies (subject to annual reviews);</p> <p>(e) the units are managed by the Local Housing Authority, Camden Living or a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development.</p>
2.86	"Surplus"		<p>a positive figure for the residual profit produced from a Post Construction Viability Assessment by inserting a fixed price equal to the Benchmark Land Value and inserting a fixed commercial profit return on GDV of 15% for the Commercial Floorspace and a fixed affordable profit return on GDV of 6% for the Affordable Housing and Affordable SME Workspace</p>

2.87	"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 88 & 100 Gray's Inn Road, 127 Clerkenwell Road Sustainability Statement Planning Issue dated 30 September 2022 by Max Fordham and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 (Climate Change Mitigation) and CC2 (Adapting to Climate Change);</p> <p>(b) in relation to the residential element of the Development, achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use</p> <p>(c) 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 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;</p> <p>(d) 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</p>
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		<p>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>(e) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(f) 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>(g) 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>
2.88	"Transport for London Contribution"	the sum of £60,000 (Sixty Thousand Pounds) to be paid by the Owner to the Council to be paid to Transport for London towards the installation of a new cycle docking station within the close vicinity to the Property to mitigate the additional demand for cycle hire bikes and spaces resulting as a result of the Development
2.89	"Travel Plan"	a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly

		<p>transport incorporating (but not limited to) the following:-</p> <p>(a) the elements set out in 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;</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>
2.90	"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
2.91	"Travel Plan Monitoring and Measures Contribution"	the sum of £10,392 (Ten Thousand and Three Hundred and Ninety Two 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 (i) the monitoring comment advice and approval (where appropriate) on the Owner's draft Travel Plan; and (ii) provision of measures within the Travel Plan such as cycle skills training, Camden's cycle loan scheme and walking initiatives delivered by the Council or voluntary sector partners to be carried out over a six year period from the date of first Occupation of the Development

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 4.22, 5, 6, 7, 8 and 9 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

- 4.1.1 On or prior to Implementation to submit to the Council for its written approval details of how the Owner has engaged with all parties on the Approved Strategic Partner List, the Local Housing Authority or Camden Living to demonstrate to the Council's reasonable satisfaction that the Owner has undertaken a genuine marketing exercise to engage a Registered Provider or the Local Housing Authority or Camden Living to provide the Affordable Housing Units; and
- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the information required by Clause 4.1.1 as demonstrated by written notice to that effect.
- 4.1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social-

Affordable Rented Housing and (ii) for the provision of Intermediate Rented Housing, as the case may be.

4.1.5 Not to Occupy or allow Occupation of any part of the Development until such time as:

- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
- (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.

4.1.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Regulator or the Council from time to time.

4.1.7 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Regulator or the Council.

4.1.8 Schedule 6 shall apply in relation to the Affordable Housing Units.

4.2 **AFFORDABLE SME WORKSPACE**

4.2.1 On or prior to the Implementation Date to submit to the Council for approval the Affordable SME Workspace Marketing Strategy and the Affordable SME Workspace Plan for the Development.

4.2.2 Not to Implement or permit Implementation of the Development until such time as the Council has approved the Affordable SME Workspace Marketing Strategy and the Affordable SME Workspace Plan for the Development as demonstrated by written notice to that effect.

- 4.2.3 Following the approval of the Affordable SME Workspace Marketing Strategy the Owner shall market the Affordable SME Workspace in accordance with the Affordable SME Workspace Marketing Strategy.
- 4.2.4 Not to Occupy or permit Occupation of the Development until such time as the Affordable SME Workspace has been occupied in accordance with the Affordable SME Workspace Plan.
- 4.2.5 After the Occupation Date the Owner shall not Occupy or permit Occupation of the Development at any time when the Development is not being managed in strict accordance with the Affordable SME Workspace Marketing Strategy and the Affordable SME Workspace Plan for the Development 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 Affordable SME Workspace Marketing Strategy and the Affordable SME Workspace Plan.
- 4.2.6 For the avoidance of any doubt the Owner shall make the Affordable SME Workspace in the Development available for let at an Affordable Workspace Rent for 10 years.
- 4.2.7 The Owner shall submit information to the Council on an annual basis (or at such other time as reasonably requested by the Council or as agreed by the Parties in writing) specifying the Affordable SME Workspace with details of the rental levels paid and the individual tenants Occupying the Affordable SME Workspace during the preceding 12 months period.

4.3 **CAR FREE**

- 4.3.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier 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 Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.3.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a

Residents Parking Permit to park a vehicle in a Residents 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).

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 and 4.3.2 in this Agreement shall continue to have effect in perpetuity.

4.3.4 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 residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 and 4.3.2 of this Agreement.

4.3.5 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.

4.3.6 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).

4.3.7 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.3.5 and 4.3.6 above will remain permanently.

4.3.8 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 4.3.5 and 4.3.6 of this Agreement.

4.4 CARBON OFFSET CONTRIBUTION

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

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

4.5 CONSTRUCTION MANAGEMENT PLAN

4.5.1 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 First Element Construction Management Plan.

4.5.1 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 First Element Construction Management Plan as demonstrated by written notice to that effect.

4.5.2 The Owner acknowledges and agrees that the Council will not approve the First Element Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the First Element can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.5.3 Throughout the First Element of the carrying out of the Development, the Development shall not be carried out otherwise than in strict accordance with the requirements of the First Element 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 First Element 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.

- 4.5.4 On or prior to the Second Element Implementation Date of the Development to submit to the Council for approval a draft Second Element Construction Management Plan.
- 4.5.5 Not to carry out any works in the Second Element of the Development until such time as the Council has approved the Second Element Construction Management Plan as demonstrated by written notice to that effect.
- 4.5.6 The Owner acknowledges and agrees that the Council will not approve the Second Element Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Second Element can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.5.7 To ensure that throughout the Second Element Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Second Element 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 Second Element 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.

4.6 CONSTRUCTION MANAGEMENT PLAN BOND

- 4.6.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.
- 4.6.1 Not to implement nor allow implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
- 4.6.2 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.
- 4.6.3 The Owner must once notified by the Council in accordance with Clause 4.6.3 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).

4.6.4 In the event the Owner does not comply with the obligations in 4.6.4 (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 4.6.3 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.

4.6.5 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 4.6.5.

4.7 EMPLOYMENT AND TRAINING CONTRIBUTION

4.7.1 On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution.

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

4.8 EMPLOYMENT SKILLS AND SUPPLY PLAN

4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Employment Skills and Supply Plan.

- 4.8.2 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.
- 4.8.3 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.
- 4.8.4 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 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 and Training Plan.

4.9 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.9.1 On or prior to the Second Element Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.9.1 Not to carry out any works in the Second Element of the Development until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.9.2 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.
- 4.9.3 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 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.

4.10 HIGHWAY CONTRIBUTION

4.10.1 On or prior to the Implementation Date to:-

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

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

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

4.10.3 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 Highway Contribution excludes any statutory undertakers costs.

4.10.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.10.5 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 LANDSCAPE AND ECOLOGY MANAGEMENT PLAN

4.11.1 On or prior to the carrying out any Landscape Features Works to submit to the Council for approval the Landscape and Ecology Management Plan.

4.11.2 Not to carry out any Landscape Features Works until such time as the Council has approved the Landscape and Ecology Management Plan as demonstrated by written notice to that effect.

4.11.3 To ensure that the Development shall not be carried out otherwise than in strict accordance with the requirements of the Landscape and Ecology 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 Landscape and Ecology 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.

4.11.4 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 Landscape and Ecology 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 Landscape and Ecology Management Plan.

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 Construction 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 at least 20% of people employed during the construction phase reside in the London Borough of Camden through the following measures:-

- a) for a period of no less than 28 (twenty eight) days to extensively advertise construction vacancies through the Council's Construction Skills Centre; and
- (b) after the expiry of the advertising period specified in paragraph (a) above, to work with the Council to advertise construction vacancies within the Council's Construction Skills Centre and with Central London Forward.
- (c) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the Council's Construction Skills Centre;
- 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 21 (twenty one) 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; and
- (iii) paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>

4.12.5 The Owner shall ensure that during the Construction Phase of the Development no less than 7 (seven) work placements are provided at the Development for a minimum of four (4) weeks each 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 For the first ten (10) years 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 5 (five) end use apprentices 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 For the first ten (10) years following the Occupation Date the Owner shall ensure that no less than 5 (five) work experience opportunities are provided at the Development both through restaurant or office or retail uses for a minimum of one week each for each placement to be brokered through the Council's STEAM team

4.12.10 Notwithstanding the provisions in Clause 4.12 (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 the 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 SUSTAINABILITY PLAN

4.14.1 On or prior to the Second Element Implementation Date to submit to the Council for approval the Sustainability Plan.

4.14.2 Not to carry out any works in the Second Element of the Development until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

4.14.3 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.

4.14.4 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.

4.15 TRAVEL PLAN

4.15.1 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

4.15.2 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.

4.15.3 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.

4.16 DELIVERY, SERVICE AND WASTE MANAGEMENT PLAN

4.16.1 On or prior to the Occupation Date to submit to the Council for approval the Delivery, Service and Waste Management Plan.

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

4.16.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Delivery, Service and Waste 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, Service and Waste Management Plan.

4.17 PUBLIC OPEN SPACE CONTRIBUTION

4.17.1 The Owner hereby covenants with the Council not to Implement or permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.17.2 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.18 PROJECT ARCHITECT

Unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) not to:-

- (a) submit any further drawings required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared by Piercy and Company Architects of The Centro Building, 39 Plender Street, London, NW1 0DT;

- (b) Implement or carry out any works forming part of the construction of the Development at any time when Piercy and Company Architects of The Centro Building, 39 Plender Street, London, NW1 0DT is not engaged as project architect; and
- (c) Occupy or permit Occupation of any part of the Development until such time as the Council has confirmed in writing that it has received written certification from Piercy and Company Architects, currently of The Centro Building, 39 Plender Street, London, NW1 0DT or such other architect similarly experienced in the design and construction of similar high quality buildings to be retained by the Owner whose identity has first been approved in writing by the Council (such approval not to be unreasonably withheld or delayed) that the Development has been carried out in accordance with the design characteristics and intent of the Planning Permission (as shown within the Design and Access Statement entitled "100 & 88 Gray's Inn Road" (reference 13636) prepared by Piercy and Company dated 30 September 2022 submitted with the Planning Application)

4.19 TRANSPORT FOR LONDON CONTRIBUTION

- 4.19.1 The Owner hereby covenants with the Council not to Implement or permit Implementation until such time as the Council has received the Transport for London Contribution.
- 4.19.2 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Transport for London Contribution.

4.20 BASEMENT APPROVAL IN PRINCIPLE

- 4.20.1 On or prior to the Implementation Date to:-
 - (a) submit the Basement Approval in Principle Application; and
 - (b) pay to the Council the Basement Approval in Principle Contribution
- 4.20.2 Not to Implement or permit Implementation of any part of the Development until such time as:
 - (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
 - (b) the Council has received the Basement Approval in Principle Application Contribution in full.

4.21 PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

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

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

4.22 CONSTRUCTION PHASE WORKING GROUP

4.22.1 From the date of this Agreement up until the date on which Construction Phase is completed and at its own expense to invite the following to become members of the Construction Phase Working Group:

- (a) representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents and/or businesses in the immediate locality subject to a maximum of five (5) persons
- (b) the appointed project architect for the Development plus one additional representative as may be nominated by the Owner from time to time
- (c) any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)

4.22.2 To:-

- (a) procure that the project manager for the Development (of the First Element and/or the Second Element) (as the case may be) (and any other appropriate professional representatives of the Owners that the Parties agree) shall be a member of the Construction Phase Working Group and shall attend all meetings of the Construction Phase Working Group
- (b) appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residents and businesses in the locality and other interested parties about the operation of the Construction Phase Working Group such person to organise and attend all meetings of the Construction Phase Working Group all such meetings to take place within easy walking distance of the Property; and
- (c) procure an appropriate venue in the vicinity of the Property for each meeting of the Construction Phase Working Group.

- 4.22.3 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Construction Phase Working Group to all members of the group.
- 4.22.4 To ensure as best as possible that meetings of the Construction Phase Working Group shall take place at least once every six months during the Construction Phase ALWAYS PROVIDED that any member of the Construction Phase Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) working days to the Liaison Officer to convene a meeting of the Construction Phase Working Group and a meeting of the Construction Phase Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Construction Phase Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the Construction Phase Working Group shall be convened at such intervals as the Construction Phase Working Group decides.
- 4.22.5 To ensure as best as possible that an accurate written minute is kept of each meeting of the Construction Phase Working Group recording discussion and any decisions taken by the Construction Phase Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within fourteen (14) days of each meeting).
- 4.22.6 In the event of the majority of members of the Construction Phase Working Group (having particular regard to the First Element Construction Management Plan and the Second Element Construction Management Plan) making a recommendation to the Owner in respect of the management of the Construction Phase to use all reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved First Element Construction Management Plan and the Second Element Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Construction Phase Working Group of this fact together with written reasons as to why this is the case.
- 4.22.7 To provide at its own expense throughout the Construction Phase of the Development:
- (a) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity a telephone complaints service that shall be available to local residents; and

- (b) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts)

and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints and shall give each meeting of the Construction Phase Working Group written information about any such complaints received and action taken in respect of them.

4.23 DEFERRED AFFORDABLE HOUSING CONTRIBUTION

4.23.1 The Parties agree that notwithstanding Clauses 4.23.2 and following, the Owner may at any time following Implementation pay the Council the Deferred Affordable Housing Contribution in full.

4.23.2 The Owner shall submit the Post Construction Viability Assessment to the Council for approval in writing within 28 days of whichever date is the later of:

(a) the date of issue of the Certificate of Practical Completion of the final phase of the Development; or

(b) the date on which the Owner has exchanged on the sale, lease, assigning, sub-letting, granting of a license, giving control of to any person or otherwise demising of at least 70% of the Commercial Floorspace forming part of the Development (excluding the Affordable SME Workspace) ALWAYS PROVIDED THAT the Owner submits sufficient information to the Council to evidence the same.

4.23.3 Upon the issue of the approval of the Post Construction Viability Assessment the Council shall provide to the Owner a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council as being the sum recoverable from the Deferred Affordable Housing Contribution under the terms of this Agreement.

4.23.4 The Owner shall pay the Council's reasonable costs in assessing the Post Construction Viability Assessment. The Council shall notify the Owner in writing of these costs and the Owner shall pay the specified sum within 28 days of receipt of such notice.

4.23.5 In the event that the approved Post Construction Viability Assessment shows a Deficit the Viability Certified Sum in respect of the Post Construction Viability Assessment shall be zero and the Owner shall have no obligation to pay the Deferred Affordable Housing Contribution.

4.23.6 In the event that the approved Post Construction Viability Assessment shows a Surplus the Viability Certified Sum shall be 60% (sixty percent) of the Surplus up to the limit of the Deferred Affordable Housing Contribution.

4.23.7 The total amount of the Viability Certified Sum payable shall not exceed the Deferred Affordable Housing Contribution.

4.23.8 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.

4.23.9 Following payment by the Owner to the Council of the Deferred Affordable Housing Contribution in full, the Owner shall not be required to carry out or submit any further Post Construction Viability Assessment and shall be released from its obligations under this Clause 4.23

4.23.10 The Owner shall not Occupy or permit Occupation of any more than 70% (seventy percent) of the Commercial Floorspace (excluding the Affordable SME Workspace) until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

4.23.11 For the purposes of this Clause 4.23 the Parties shall operate in accordance with the following procedure:-

(a) the Owner shall provide no less than 28 days' notice that it intends to submit the Post Construction Viability Assessment to the Council for approval;

(b) upon receipt of the Post Construction Viability Assessment the Council will use reasonable endeavours to respond to the Owner in writing within 28 days of receipt whether it approves or wishes to question or challenge any one or more of the constituent parts of the Post Construction Viability Assessment;

(c) if the Council agrees the Post Construction Viability Assessment the document shall be deemed agreed for the purposes of Clause 4.23 of this Agreement

(d) if the Council wishes to question or challenge the Post Construction Viability Assessment the Parties shall use reasonable endeavours to resolve their differences by discussion directly or through their appointed representatives and shall act in good faith and cooperate with each other in order to reach agreement as quickly as possible.

4.24 'Be Seen' Energy Monitoring

4.24.1 Prior to Occupation of any part of the Development, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit of the development, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance

(or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform ('Be seen' energy monitoring guidance | London City Hall which can be accessed through <https://www.london.gov.uk/programmes-strategies/planning/implementing-london-plan/london-plan-guidance/be-seen-energy-monitoring-guidance>). The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).

4.24.2 Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform ('Be seen' energy monitoring guidance | London City Hall which can be accessed through <https://www.london.gov.uk/programmes-strategies/planning/implementing-london-plan/london-plan-guidance/be-seen-energy-monitoring-guidance>). This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years.

4.24.3 In the event that the 'In-use stage' evidence submitted under Clause 4.24.2 shows that the 'As-built stage' performance estimates derived from Clause 4.24.1 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan comprising measures identified in Clause 4.24.2 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

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 2022/4259/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 jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 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 2022/4259/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 2022/4259/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 Index of Retail Prices ("the AllRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP 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 2022/4259/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a local land charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee or their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

6.9 The Council covenants with the Owner to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or similar affirmation.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

10. **GOVERNING LAW**

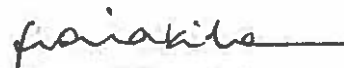
10.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England.

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

EXECUTED AS A DEED BY)
LAWNMIST LIMITED)
a company incorporated in the Isle of Man)
acting by Valerie Yiu)
and Fiona Kirkham)
being persons who in accordance with the)
laws of that territory are acting under the)
authority of the company)



Authorised Signatory



Authorised Signatory

CONTINUATION OF SECTION 106 AGREEMENT RELATING TO LAND AT 100 GRAY'S INN ROAD WC1X 8AL, 88 GRAY'S INN ROAD WC1X 8AA AND 127 CLERKENWELL ROAD LONDON EC1R 5LP PURSUANT TO PLANNING APPLICATION REFERENCE 2022/4259/P

EXECUTED AS A DEED BY)
FIREBROOK LIMITED)
a company incorporated in the Isle of Man)
acting by *JOSHUA LAWRENCE*)
and *RICHARD COTTON*)
being persons who in accordance with the)
laws of that territory are acting under the)
authority of the company)

Authorised Signatory *Joshua W. Lawrence*

Authorised Signatory *GC*

CONTINUATION OF SECTION 106 AGREEMENT RELATING TO LAND AT 100 GRAY'S INN ROAD WC1X 8AL, 88 GRAY'S INN ROAD WC1X 8AA AND 127 CLERKENWELL ROAD LONDON EC1R 5LP PURSUANT TO PLANNING APPLICATION REFERENCE 2022/4259/P

EXECUTED AS A DEED BY
GREENCLOUD LIMITED
a company incorporated in the Isle of Man
acting by *STUART BERKOFF*
and *RICHARD COTTON*
being persons who in accordance with the
laws of that territory are acting under the
authority of the company

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Authorised Signatory

Authorised Signatory

CONTINUATION OF SECTION 106 AGREEMENT RELATING TO LAND AT 100 GRAY'S INN ROAD WC1X 8AL, 88 GRAY'S INN ROAD WC1X 8AA AND 127 CLERKENWELL ROAD LONDON EC1R 5LP PURSUANT TO PLANNING APPLICATION REFERENCE 2022/4259/P

EXECUTED AS A DEED BY
for and on behalf of
ING BANK NV.
acting through its
London Branch

) *Julian Christopher*
) **Julian Christopher**
) **Director**
)
) *Peter McAnally*
) **Peter McAnally**
) **Managing Director**

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

R. Alexander

.....
Authorised Signatory



**SCHEDULE 1
PLANS**

SCHEDULE 1A
PLAN 1 – SITE LOCATION PLAN

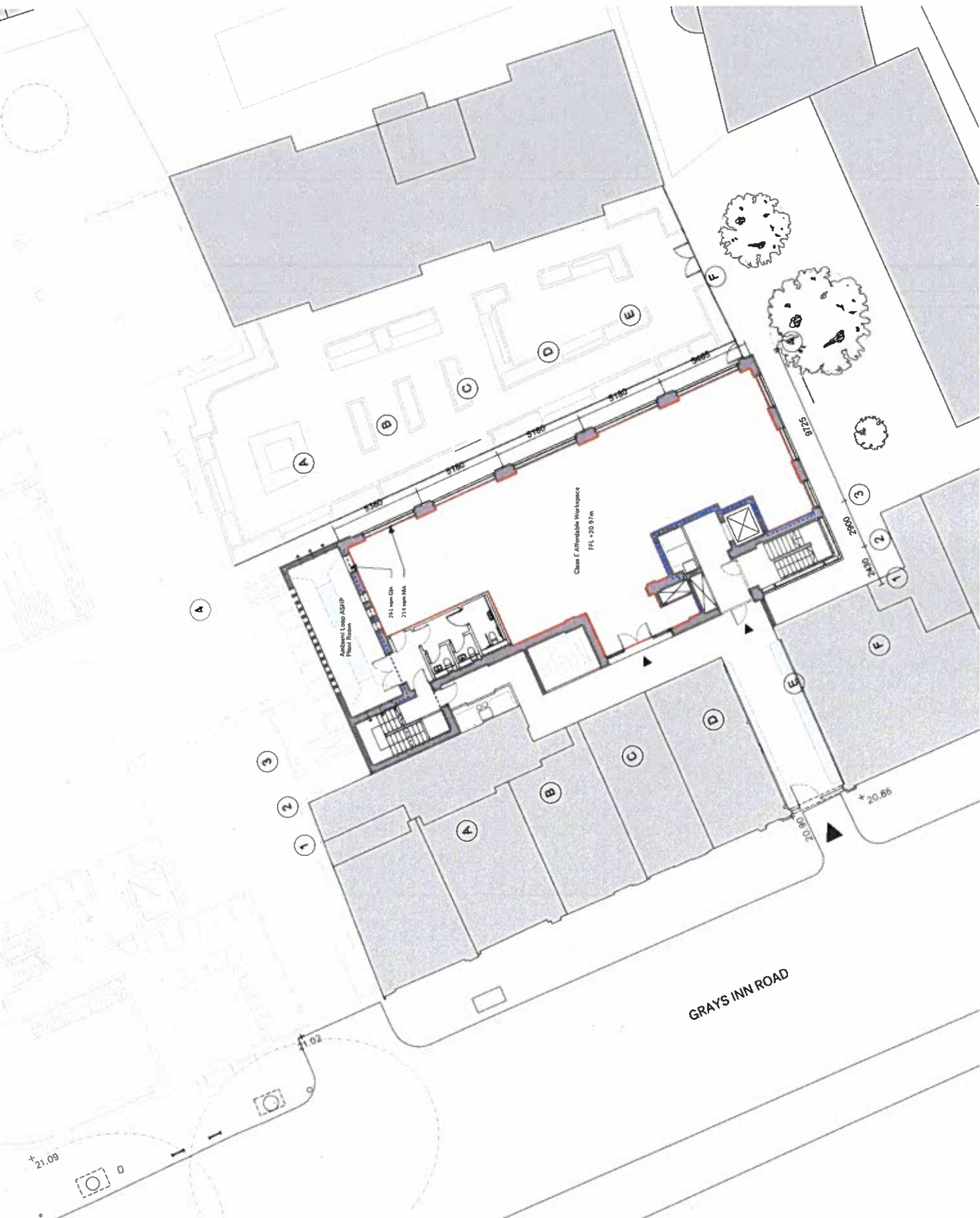


SCHEDULE 1B
PLANS 2A and 2B – AFFORDABLE SME WORKSPACE

This drawing is copyright Piercy & Company.
 All dimensions and levels to be checked on site by the contractor.
 Piercy & Company shall not be liable for any errors or omissions in this drawing.
 The information in this drawing is for guidance only and does not constitute a contract.
 The information in this drawing is subject to change without notice.
 Piercy & Company will not be responsible for any claims or damages arising from the use of this drawing.
 All dimensions and levels are to be taken from the datum level unless otherwise stated.
 All dimensions are in meters unless otherwise stated.
 All dimensions are to the center of the wall unless otherwise stated.
 All dimensions are to the finished surface unless otherwise stated.
 All dimensions are to the outside of the door unless otherwise stated.
 All dimensions are to the inside of the door unless otherwise stated.
 All dimensions are to the center of the window unless otherwise stated.
 All dimensions are to the center of the door unless otherwise stated.
 All dimensions are to the center of the wall unless otherwise stated.
 All dimensions are to the center of the floor unless otherwise stated.



100.04 Grey's Inn Road / 121 Colchester Road
 Date: 18.06.2023
 Drawing Title: Class E Affordable Workspaces
 Affordability Office/Division: Approved
 Scale: 1:100 @ A1
 Drawing Number: 100.04
 Drawing Date: 18.06.2023
 Drawing Author: [Name]
 Drawing Checker: [Name]
 Drawing Approver: [Name]

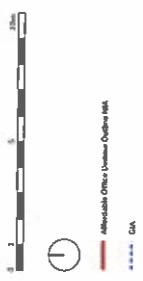


21.09
 1.02

GRAYS INN ROAD

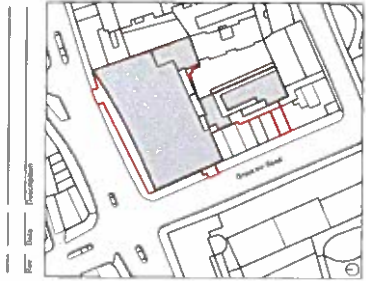
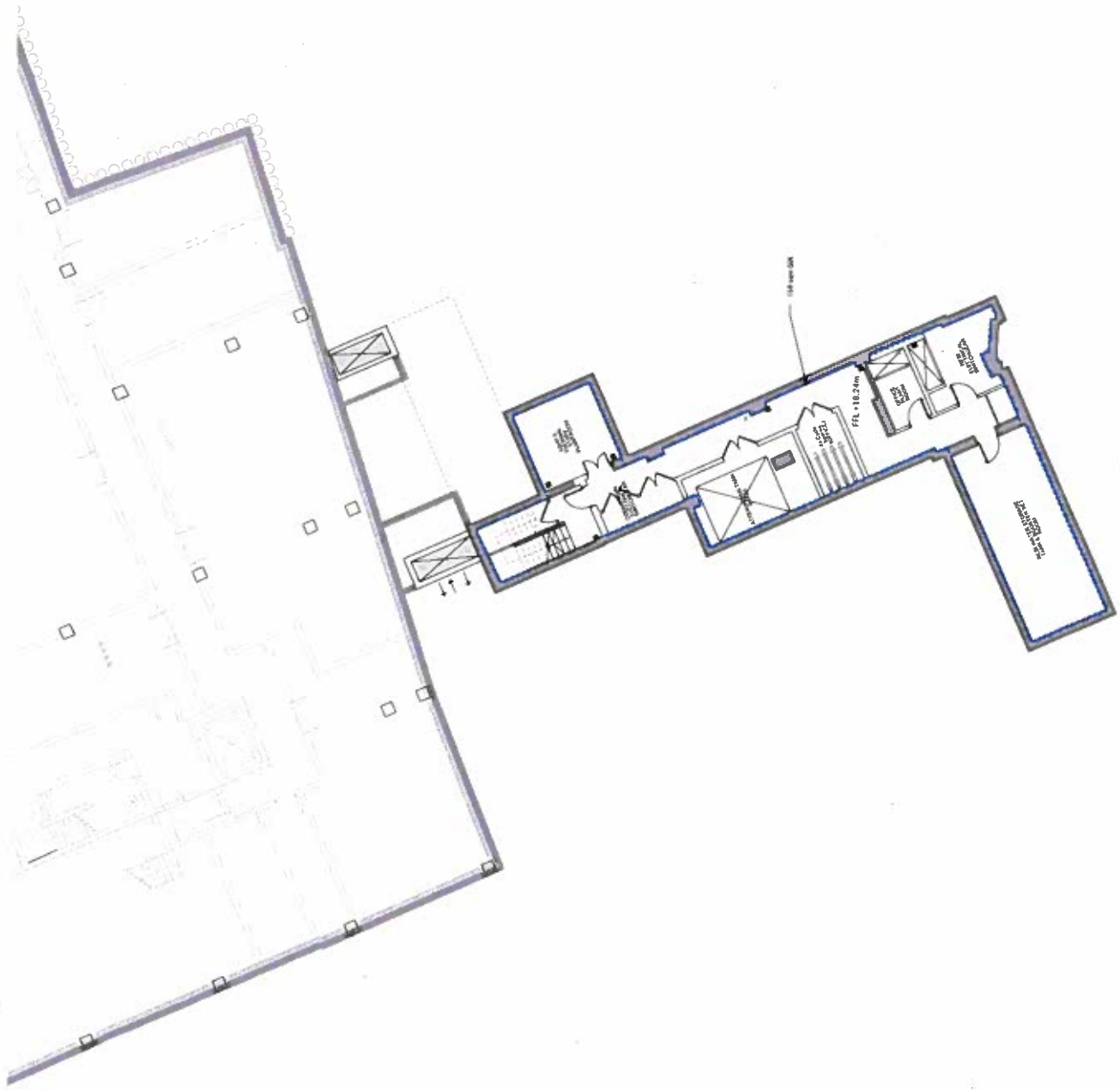
Disclaimer: This document is the property of Piercy & Company Ltd and shall remain their property. It is provided as a guide only and does not constitute a contract. The client is responsible for the accuracy of the information provided. Piercy & Company Ltd is not liable for any loss or damage, including consequential loss, arising from the use of this document. All drawings, reports, submissions and specifications to be prepared by the client.

THIS DOCUMENT IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE CLIENT'S RESPONSIBILITY TO OBTAIN ALL NECESSARY APPROVALS AND PERMITS FROM THE RELEVANT AUTHORITIES. THE CLIENT IS ADVISED THAT ANY CHANGES TO THE DESIGN OR SPECIFICATIONS OF THE BUILDING PERFORMANCE MUST BE APPROVED BY THE ARCHITECTURAL TEAM OF THE BUILDING PERFORMANCE TEAM.



Legend:
 - Green line: Approved Office / Lecture / Lecture Hall
 - Red line: Other

Notes:
 1. This document is based on an initial site visit and is subject to change without notice.
 2. The client is responsible for the accuracy of the information provided.
 3. The client is advised that any changes to the design or specifications of the building performance must be approved by the architectural team of the building performance team.



Project: 100 & 88 Gurney's Lane Road / 127 Clarendon Road
Client: [Redacted]
Location: [Redacted]
Scale: 1:1000 (B.A.)
Project Name: [Redacted]
Project Status: [Redacted]
Project Manager: [Redacted]
Project Engineer: [Redacted]
Project Architect: [Redacted]
Project Designer: [Redacted]
Project Drafter: [Redacted]
Project Checker: [Redacted]
Project Approver: [Redacted]
Project Date: [Redacted]
Project No.: [Redacted]

Piercy & Company Ltd
 100 & 88 Gurney's Lane Road
 London, W1R 1LJ
 Tel: 020 7424 2811
 Email: info@piercyandcompany.com
 Website: www.piercyandcompany.com

Piercy & Company

SCHEDULE 1C
PLAN 3A – INTERMEDIATE RENTED HOUSING UNITS

NOTES

1. All dimensions and levels to be checked on site by the contractor.
2. All dimensions and levels to be checked on site by the contractor.
3. All dimensions and levels to be checked on site by the contractor.
4. All dimensions and levels to be checked on site by the contractor.
5. All dimensions and levels to be checked on site by the contractor.
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8. All dimensions and levels to be checked on site by the contractor.
9. All dimensions and levels to be checked on site by the contractor.
10. All dimensions and levels to be checked on site by the contractor.

Report all drawing errors, omissions and discrepancies to the architect immediately.

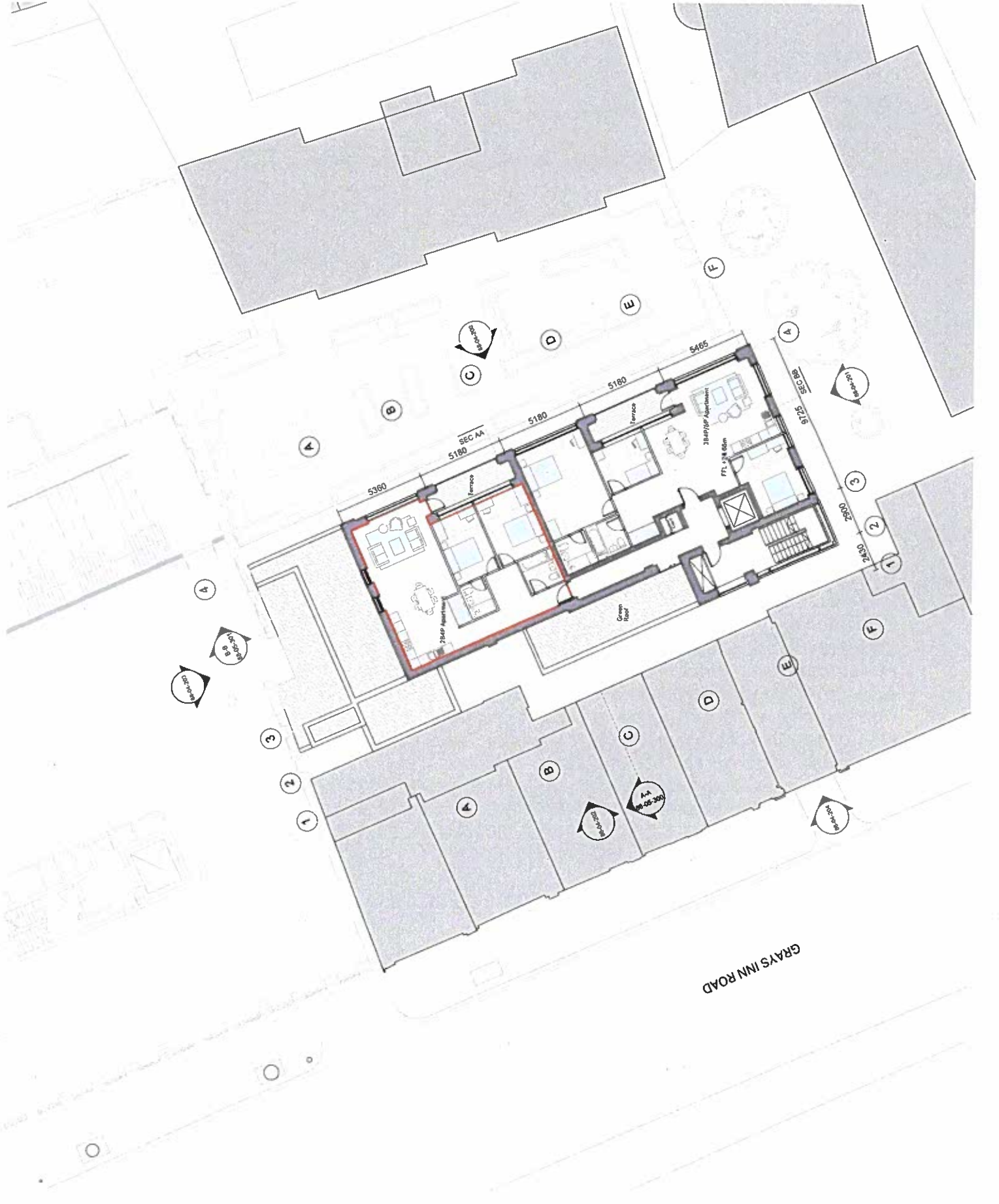
These drawings may be revised as an editable digital CAD file. All dimensions and levels to be checked on site by the contractor. All dimensions and levels to be checked on site by the contractor. All dimensions and levels to be checked on site by the contractor. All dimensions and levels to be checked on site by the contractor. All dimensions and levels to be checked on site by the contractor. All dimensions and levels to be checked on site by the contractor. All dimensions and levels to be checked on site by the contractor. All dimensions and levels to be checked on site by the contractor. All dimensions and levels to be checked on site by the contractor. All dimensions and levels to be checked on site by the contractor.



Project	100 E. 8th Street / 127 Chestnut Street
Client	
Architect	Piercy & Company
Scale	1:1000 @ A1
Drawn	JL
Checked	AP
Approved	
Date	10/10/11
Project No.	100 E. 8th Street
Sheet No.	100 E. 8th Street
Scale	1:1000
Drawn	JL
Checked	AP
Approved	
Date	10/10/11

Piercy & Company

100 E. 8th Street
 Philadelphia, PA 19106
 Tel: 215.575.1111
 Fax: 215.575.1112
 www.piercyandcompany.com



GRAYS INN ROAD



Application ref: 2022/4259/P
Contact: Christopher Smith
Tel: 020 7974 2788
Date: 15 December 2023

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

Gereled Eve LLP
One Fitzroy
6 Mortimer Street
London
W1T 3JJ

Dear Sir/Madam

DRAFT
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:
100 & 88 Gray's Inn Road and 127 Clerkenwell Road
London
WC1X 8AL

DECISION
Proposal:
Demolition of 100 Gray's Inn Road and 127 Clerkenwell Road and the erection of a mixed-use office led (Class E) development comprising a basement, ground plus eight storey building for flexible retail / restaurant / office uses at ground floor and basement (Class E), basement excavation, provision of roof terraces, external plant equipment and enclosures, servicing bay, waste storage, cycle parking, public realm works; partial demolition and extension of 88 Gray's Inn Road for use of the upper floors for housing (Class C3) and ground floor as offices (Class E) with associated external alterations and associated works.

Drawing Nos: Existing: 13636-A-ZZ-03-100, 13636-A-ZZ-B01-01-099, 13636-A-ZZ-L00-01-100, 13636-A-ZZ-L01-01-101, 13636-A-ZZ-L02-01-102, 13636-A-ZZ-L03-01-103, 13636-A-ZZ-L04-01-104, 13636-A-ZZ-L05-01-105, 13636-A-ZZ-L06-01-106, 13636-A-ZZ-L07-01-107, 13636-A-100-ZZ-01-200, 13636-A-100-ZZ-01-201, 13636-A-100-ZZ-01-202, 13636-A-100-ZZ-01-203, 13636-A-100-ZZ-01-300, 13636-A-100-ZZ-01-301, 13636-A-88-ZZ-01-200, 13636-A-88-ZZ-01-201, 13636-A-88-ZZ-01-202, 13636-A-88-ZZ-01-300, 13636-A-88-ZZ-01-301.

Demolition: 13636-D-ZZ-B01-02-099, 13636-D-ZZ-L00-02-100, 13636-D-ZZ-L01-02-101, 13636-D-ZZ-L02-02-102, 13636-D-ZZ-L03-02-103, 13636-D-ZZ-L04-02-104, 13636-D-ZZ-L05-02-105, 13636-D-ZZ-L06-02-106, 13636-D-ZZ-L07-02-107, 13636-D-ZZ-R02-110, 13636-D-100-02-200, 13636-D-100-02-200.

Proposed: 13636-A-100-B01-00-099-RevB, 13636-A-100-L00-00-100-RevB, 13636-A-100-L01-00-101, 13636-A-100-L02-00-102, 13636-A-100-L03-00-103, 13636-A-100-L04-00-104, 13636-A-100-L05-00-105, 13636-A-100-L06-00-106, 13636-A-100-L07-00-107, 13636-A-100-L08-00-108-RevB, 13636-A-100-R-00-110-RevD, 13636-A-100-R-00-210-Rev C, 13636-A-88-B01-00-099, 13636-A-88-L00-00-100, 13636-A-88-L01-00-101-RevB, 13636-A-88-L02-00-102, 13636-A-88-L03-00-103, 13636-A-88-R-00-110, 13636-A-100-ZZ-04-200-RevB, 13636-A-100-ZZ-04-201-RevB, 13636-A-100-ZZ-04-202-RevB, 13636-A-100-ZZ-04-203, 13636-A-88-ZZ-04-200, 13636-A-88-ZZ-04-201, 13636-A-88-ZZ-04-202, 13636-A-88-ZZ-04-203, 13636-A-88-ZZ-04-204, 13636-A-100-ZZ-05-300, 13636-A-100-ZZ-05-301-RevB, 13636-A-88-ZZ-05-300, 13636-A-88-ZZ-05-301

Supporting Documents:

Affordable Housing Statement, September 2022
Air Quality Assessment, September 2022
Arboricultural Impact Assessment and Method Statement, September 2022
Archaeological Desk Based Assessment, 30 September 2022
Biodiversity Net Gain Plan, 29 September 2022
CIL Form, 30 September 2022
Circular Economy Spreadsheet 1 & 2, 28 September 2022
Circular Economy Statement, 30 September 2022
Construction Management Plan, September 2022
Contamination and Basement Impact Statement, 27 September 2022
Covering Letter, 30 September 2022
Daylight & Sunlight Report, 21 September 2022
Delivery and Servicing Plan, 28 September 2022
Design and Access Statement, 30 September 2022
Drainage Statement and SUDs strategy, 29 September 2022
Employment and Training Statement
Energy Spreadsheet, 30 September 2022
Energy Statement, 30 September 2022
Energy and Sustainability Comments Responses, 06/03/2023
Financial Viability Assessment, 9 August 2022
Flood Risk Assessment, 29 September 2022
Noise Impact Assessment, 30 September 2022
Planning Application Form, 30 September 2022
Planning Statement, 30 September 2022
Preliminary Ecological Appraisal, 30 September 2022
Site Waste Management Plan, September 2022
Statement of Community Involvement, September 2022
Structural Methodology Statement, 30 September 2022
Sustainability Statement Spreadsheet
Sustainability Statement, 30 September 2022
Transport Assessment, 23 September 2022
Travel Plan, 28 September 2022
Ventilation and Extraction Statement, 29 September 2022

Additional Documents:

SPT & Cohesion Depth Graph
Blackheath Point Renders
Financial Viability Response Note
Delivery and Servicing Bay Note, 23 March 2023
Energy and Sustainability Response Note, 6 March 2023

Fire Statement, 17 March 2023
Heritage Assets Planning Assessment Note, 12 December 2022
Metropolitan Police Response Note, 3 February 2023
SuDS Response Note, 2 March 2023
Transport Response Note, 17 November 2022
Rooftop Amendments Note, December 2022
Delivery and Servicing Note, 23 March 2023
Townscape, Heritage and Visual Impact Assessment, 20 October 2022

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 This development must be begun not later than 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:

Existing: 13636-A-ZZ-03-100, 13636-A-ZZ-B01-01-099, 13636-A-ZZ-L00-01-100, 13636-A-ZZ-L01-01-101, 13636-A-ZZ-L02-01-102, 13636-A-ZZ-L03-01-103, 13636-A-ZZ-L04-01-104, 13636-A-ZZ-L05-01-105, 13636-A-ZZ-L06-01-106, 13636-A-ZZ-L07-01-107, 13636-A-100-ZZ-01-200, 13636-A-100-ZZ-01-201, 13636-A-100-ZZ-01-202, 13636-A-100-ZZ-01-203, 13636-A-100-ZZ-01-300, 13636-A-100-ZZ-01-301, 13636-A-88-ZZ-01-200, 13636-A-88-ZZ-01-201, 13636-A-88-ZZ-01-202, 13636-A-88-ZZ-01-300, 13636-A-88-ZZ-01-301

Demolition: 13636-D-ZZ-B01-02-099, 13636-D-ZZ-L00-02-100, 13636-D-ZZ-L01-02-101, 13636-D-ZZ-L02-02-102, 13636-D-ZZ-L03-02-103, 13636-D-ZZ-L04-02-104, 13636-D-ZZ-L05-02-105, 13636-D-ZZ-L06-02-106, 13636-D-ZZ-L07-02-107, 13636-D-ZZ-R-02-110, 13636-D-100-02-200, 13636-D-100-02-200

Proposed: 13636-A-100-B01-00-099-RevB, 13636-A-100-L00-00-100-RevB, 13636-A-100-L01-00-101, 13636-A-100-L02-00-102, 13636-A-100-L03-00-103, 13636-A-100-L04-00-104, 13636-A-100-L05-00-105, 13636-A-100-L06-00-106, 13636-A-100-L07-00-107, 13636-A-100-L08-00-108-RevB, 13636-A-100-R-00-110-RevD, 13636-A-100-R-00-210-Rev C, 13636-A-88-B01-00-099, 13636-A-88-L00-00-100, 13636-A-88-L01-00-101-RevB, 13636-A-88-L02-00-102, 13636-A-88-L03-00-103, 13636-A-88-R-00-110, 13636-A-100-ZZ-04-200-RevB, 13636-A-100-ZZ-04-201-RevB, 13636-A-100-ZZ-04-202-RevB, 13636-A-100-ZZ-04-203, 13636-A-88-ZZ-04-200, 13636-A-88-ZZ-04-201, 13636-A-88-ZZ-04-202, 13636-A-88-ZZ-04-203, 13636-A-88-ZZ-04-204, 13636-A-100-ZZ-05-300, 13636-A-100-ZZ-05-301-RevB, 13636-A-88-ZZ-05-

300, 13636-A-88-ZZ-05-301

Supporting Documents:

Affordable Housing Statement, September 2022
Air Quality Assessment, September 2022
Arboricultural Impact Assessment and Method Statement, September 2022
Archaeological Desk Based Assessment, 30 September 2022
Biodiversity Net Gain Plan, 29 September 2022
CIL Form, 30 September 2022
Circular Economy Spreadsheet 1 & 2, 28 September 2022
Circular Economy Statement, 30 September 2022
Construction Management Plan, September 2022
Contamination and Basement Impact Statement, 27 September 2022
Covering Letter, 30 September 2022
Daylight & Sunlight Report, 21 September 2022
Delivery and Servicing Plan, 28 September 2022
Design and Access Statement, 30 September 2022
Drainage Statement and SUDs strategy, 29 September 2022
Employment and Training Statement
Energy Spreadsheet, 30 September 2022
Energy Statement, 30 September 2022
Energy and Sustainability Comments Responses, 06/03/2023
Financial Viability Assessment, 9 August 2022
Flood Risk Assessment, 29 September 2022
Noise Impact Assessment, 30 September 2022
Planning Application Form, 30 September 2022
Planning Statement, 30 September 2022
Preliminary Ecological Appraisal, 30 September 2022
Site Waste Management Plan, September 2022
Statement of Community Involvement, September 2022
Structural Methodology Statement, 30 September 2022
Sustainability Statement Spreadsheet
Sustainability Statement, 30 September 2022
Transport Assessment, 23 September 2022
Travel Plan, 28 September 2022
Ventilation and Extraction Statement, 29 September 2022

Additional Documents:

SPT & Cohesion Depth Graph
Blackheath Point Renders
Financial Viability Response Note
Delivery and Servicing Bay Note, 23 March 2023
Energy and Sustainability Response Note, 6 March 2023
Fire Statement, 17 March 2023
Heritage Assets Planning Assessment Note, 12 December 2022
Metropolitan Police Response Note, 3 February 2023
SuDS Response Note, 2 March 2023
Transport Response Note, 17 November 2022
Rooftop Amendments Note, December 2022
Delivery and Servicing Note, 23 March 2023
Townscape, Heritage and Visual Impact Assessment, 20 October 2022

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

- 3 All new external work to 88 Gray's Inn Road 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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details including plans, coloured elevations and sections at 1:20 of all new windows (including jambs, head and cill), ventilation grills, external doors, screening, balustrades, parapets, gates, planters and associated elements and lighting fixtures;

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site). Samples of materials to be provided at a suitable size (e.g. 1x1m) and alongside all neighbouring materials;

c) Plan, coloured elevation and section drawings of a typical bay at a scale of 1:20;

d) Plan, coloured elevation and section drawings of a typical entrance bay at a scale of 1:20.

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

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

- 5 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

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

- 6 In terms of internal noise levels, a scheme shall be submitted to and approved in writing by the Local Planning Authority to provide that all habitable rooms exposed to external noise in excess of 55 dBA Leq 16 hour [free field] during the day [07.00 to 23.00 hours] or 45 dBA Leq 8 hour [free field] at night [23.00 to 07.00 hours] shall be subject to sound insulation measures to ensure that all such rooms achieve an internal noise level of 35 dBA Leq 16 hour during the day and 30 dBA Leq 8 hour at night. The submitted scheme shall ensure that habitable rooms subject to sound insulation measures shall be able to be effectively ventilated without opening windows.

No dwelling shall be occupied until the approved sound insulation and ventilation measures have been installed to that property in accordance with the approved details. The approved measures shall be retained thereafter in perpetuity.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by vibration in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 7 In terms of external noise, a scheme shall be submitted to and approved in writing by the Local Planning Authority to provide that the maximum day time noise level in outdoor residential amenity areas exposed to external noise shall not exceed 50-55 dBA Leq 16 hour [free field]. The scheme of noise mitigation as approved shall be constructed in its entirety prior to the first occupation of any dwelling and shall be retained thereafter in perpetuity.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by vibration in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 8 The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the typical background noise level by at least 10dBA, 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. A post installation noise assessment shall be carried out where required to confirm compliance with the noise criteria and additional steps to mitigate noise shall be taken, as necessary, and as agreed in writing in advance by the Local Planning Authority. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To safeguard the amenities of neighbouring noise sensitive receptors in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 9 Prior to use, machinery, plant or equipment and ducting 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.

- 10 The external terraces for the proposed Class E use as shown on the approved drawings shall not be used outside the following times:

*Rear terraces 8am to 7pm Mondays to Fridays,
*Main roof terrace 8am to 11pm Mondays to Fridays;

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies D1, A1 and A4 of the London

Borough of Camden Local Plan 2017.

- 11 No music in association with the proposed Class E use shall be played on the premises in such a way as to be audible within any adjoining premises or on the adjoining highway.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies D1, A1 and A4 of the London Borough of Camden Local Plan 2017.

- 12 Prior to first occupation of the development:

228 long-stay commercial cycle parking spaces and 16 long and short stay residential cycle parking spaces shall be provided within the basement and ground floor cycle stores as shown on the approved drawings (including the provision of lockers and shower facilities).

The cycle storage areas (and associated facilities) shall be provided in their entirety prior to the first occupation of the development, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the Camden Local Plan 2017 and table 6.3 of the London Plan 2021.

- 13 Part A:

No development, excluding demolition above ground level, shall commence until a remediation method statement (RMS) is submitted to and approved in writing by the local planning authority. This statement shall detail any required remediation works and shall be designed to mitigate any remaining risks identified in the approved quantitative risk assessment. This document should include a strategy for dealing with previously undiscovered contamination. All works must be carried out in compliance with LCRM (2020) and by a competent person.

Part B:

Following the completion of any remediation, a verification report demonstrating that the remediation as outlined in the RMS have been completed should be submitted to, and approved in writing, by the local planning authority. This report shall include (but may not be limited to): details of the remediation works carried out; results of any verification sampling, testing or monitoring including the analysis of any imported soil and waste management documentation. All works must be carried out in compliance with LCRM (2020) and by a competent person.

Reason: To ensure the risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite

receptors, in accordance with policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 14 Site waste shall be stored and managed strictly in accordance with the details set out in a Site Waste Management Plan to be submitted to the local planning authority for its written approval prior to the commencement of works on site.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of Camden Local Plan policy CC5. Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policies A1 and CC5 of the Camden Local Plan 2017.

- 15 Prior to commencement of above-ground development, with the exception of the buildings cores and substations, full details in respect of the of the 219m² inaccessible biodiverse roof on 100 Grays inn road and 190m² biosolar roof on 88 Gray's Inn Road in the areas indicated on the approved plans and the planted pergolas to the rear of 100 Gray's Inn Road, shall be submitted to and approved in writing by the local planning authority. Details provided shall include: species, planting density, a section drawing showing a minimum growing substrate depth of 80-150mm including variation between those depths, further features for biodiversity such as logs, stone and crushed bricks as habitat and temporary water bodies, as well as details of the maintenance programme. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan 2021 and Policies A3 and CC2 of the London Borough of Camden Local Plan 2017.

- 16 Details of the location of four bat boxes (to support common pipistrelle) and four bird boxes (to support swifts/starlings/house sparrows) in appropriate locations, incorporated into the fabric of the building, shall be submitted to and approved in writing by the local planning authority prior to works on the building superstructure commencing, with the exception of the buildings cores and substations.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan 2021 and Policies A3 and CC2 of the London Borough of Camden Local Plan 2017.

- 17 Prior to above ground development excluding the buildings cores and substations, full details of the sustainable drainage system including 145.37m³ blue roofs and 15.5m³ attenuation tanks shall be submitted to and approved in writing by the local planning authority. Such a system should be designed to accommodate all storms up to and including a 1:100 year storm with a 40% provision for climate change such that flooding does not occur in any part of a building or in any utility plant susceptible to water, and shall demonstrate the 7.79l/s run off rates approved by the Local Planning

Authority. If necessary, a revised drainage statement, SuDS pro-forma and supporting evidence should be included:

*The proposed SuDS or drainage measures including storage capacities;

*The proposed surface water discharge rates or volumes.

Details shall include a lifetime maintenance plan, including the owner of the SuDS maintenance, and systems shall thereafter be installed, retained and maintained in accordance with the approved details.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 18 The demolition hereby approved shall divert at least 95% of demolition waste from landfill and comply with the Institute for Civil Engineer's Demolition Protocol and either reuse materials on-site or salvage appropriate materials to enable their reuse off-site. Prior to occupation on a building-by-building basis evidence demonstrating that this has been achieved shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the development contributes to reducing waste and supporting the circular economy in accordance with the requirements of Policy CC1 of the London Borough of Camden Local Plan 2017, Camden Planning Guidance, and Policy SI 7 of the London Plan 2021.

- 19 Notwithstanding the approved plans for internal layouts, prior to above ground works at 88 Gray's Inn Road plans showing the final location, layout, and design of all the following units for the phase shall be submitted to and approved by the Local Planning Authority: Wheelchair adaptable units to comply with Part M4(3)(2)(a) of the Building Regulations, and Adapted wheelchair accessible units to comply with Part M4(3)(2)(b) of the Building Regulations. The wheelchair accommodation shall be provided in accordance with the approved plans and relevant regulations Building Regulations Part M.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policies H1 and C5 of the Camden Local Plan 2017.

- 20 All other units not indicated as Part M4(3) on the plan numbers and Design and Access Statement hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2) (adaptable dwellings).

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policies H1 and H6 of the Camden Local Plan 2017.

- 21 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 22 The development hereby approved shall be carried out strictly in accordance with the methodologies, flood mitigation measures and recommendations of the Desk Study & Ground Investigation Report by GEA, ref: J20106 Rev 2, dated 27 September 2022; Structural Methodology Statement by Heyne Tillet Steel, ref: 2423 Rev P1, dated 30 September 2022, Construction Management Plan by Blue Sky Building, rev V2.8, dated September 2022, Campbell Reith BIA audit report rev F1 date April 2023 and all other related supporting documents hereby approved.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and to reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2, CC3 and A5 of the Camden Local Plan 2017.

- 23 The development hereby approved shall be carried out strictly in accordance with methodologies and recommendations of the Air Quality Assessment ref: AQ2205 dated Sept 2022.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies CC1, CC2 and CC4 of the Camden Local Plan 2017.

- 24 No non-road mobile machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policy CC4 of the Camden Local Plan 2017 and policy GG3 and SI 1 of the London Plan 2021.

- 25 Air quality monitoring should be implemented on site. No development shall take place until 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;

Prior to commencement of works on site, evidence shall be submitted demonstrating that the monitors have been in place for at least 3 months prior to the proposed implementation date.

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

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 2017.

- 26 Prior to commencement of above ground works, with the exception of the building cores and substations, details of the proposed Emergency Diesel/Oil Generator Plant and any associated abatement technologies including make, model and emission details shall have been submitted to and approved by the Local Planning Authority in writing. Generators should be appropriately sized for life saving functions only, alternatives to diesel fully considered and testing minimised. The maintenance and cleaning of the systems shall be undertaken regularly in accordance with manufacturer specifications and details of emission certificates by an accredited MCERTS organisation shall be provided following installation and thereafter every three years to verify compliance with regulations made by the Secretary of State.

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

- 27 Prior to commencement of above-ground development, with the exception of the building cores and substations, 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 any other emission sources and as close to roof level as possible, 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 Policy CC4 of the London Borough of Camden Local Plan 2017 and policy SI 1 of the London Plan 2021.

- 28 No below ground level demolition or any construction shall take place until a written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no development other than demolition above ground level only shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the stage 2 WSI, no development excluding demolition above ground level only shall take place other than in accordance with the agreed stage 2 WSI which shall

include:

A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works;

B. Where appropriate, details of a programme for delivering related positive public benefits;

C. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policies D1 and D2 of the Camden Local Plan 2017.

- 29 Prior to the occupation of the development, by building, the post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance. The post-construction assessment should be submitted to Planning Authority along with any supporting evidence as per the guidance. The Whole Life Carbon should not exceed 527 kg CO₂e/M² GIA overall for Modules A-C (excluding B6 & B7 including sequestered carbon) at 88 Gray's Inn Road and 809 kg CO₂e/M² GIA at 100 Gray's Inn Road should at least meet the GLA WLC benchmarks for each of the modules as defined in the GLA Whole Life Carbon Assessment guidance, and should also aim to meet the benchmark for Modules B-C for at 100 Gray's Inn Road.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 30 Prior to the occupation of the development, a postconstruction monitoring report should be completed in line with the GLA's Circular Economy Statement Guidance. The post-construction monitoring report shall be submitted to the GLA, currently via email at: circulareconomystatements@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the development.

Reason: In the interests of sustainable waste management and in order to maximise the re-use of materials in accordance with CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 31 Prior to commencement of above ground works, with the exception of the building cores and substations, 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 with solar generation maximised and at least 34 panels and 7,262 kWh/year on 88 Grays Inn Road and 37 panels and 8,891kWh/year on 100 Gray's Inn Road 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.

- 32 The development hereby approved at 88 Gray's Inn Road shall achieve a maximum internal water use of 105 litres/person/day, and 5 litres/person/day for external water use. The dwellings 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 and CC3 of the London Borough of Camden Local Plan 2017 and Policy SI 5 of the London Plan 2021.

- 33 No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure and needs to be managed in accordance with policy A1 of the Camden Local Plan 2017.

- 34 Prior to the commencement of works on site, tree protection measures shall be installed and working practices adopted in accordance with the Arboricultural Impact Assessment and Method Statement by Arborclimb Consultants ref. P30jrSept22FV02_AIA_AMS dated September 2022. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with BS5837:2012 and with the approved protection details. The development shall be monitored by the project arboriculturalist in accordance with the approved report.

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

- 35 Prior to commencement of above ground works with the exception of the building cores and substations evidence shall be submitted to the Local Planning Authority to be agreed in writing demonstrating ability of the plans to meet secured by design accreditation, or justification submitted in any respect where the accreditation requirements cannot be met. Secured by design measures shall be implemented with the relevant accreditation achieved for the development prior to first occupation and

the measures maintained in accordance with the approved details.

Reason: To ensure the proposals are safe and secure in accordance with policy C5 of the Camden Local Plan 2017.

- 36 Prior to the commencement of works on site a technical analysis of the fire safety and general suitability of the cross-laminated timber (CLT) build methodology by a specialist consultant shall be submitted to the local planning authority for its written approval.

Reason: To ensure the development provides for the safety of all building users and the highest standards of fire safety in accordance with Policy D5 and D12 of the London Plan.

- 37 Prior to works on the superstructure being commenced a detailed design stage fire safety statement including an appropriate fire engineering analysis shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied other than in complete accordance with such statement as has been approved.

Reason: To ensure that the development incorporates the necessary fire safety measures in accordance with the Mayor's London Plan Policy D12.

- 38 Detailed design drawings of the window adaptations and terrace screening to the rear elevation of the proposed commercial building, including the narrow window width, deep reveals, translucent glazing, extensive planting and angled louvres, shall be submitted to and approved in writing by the local planning authority prior to first occupation and henceforth installed as approved, and retained and maintained as such thereafter.

Reason: To ensure the amenity of nearby residential properties is respected in accordance with policy A1 of the Local Plan 2017.

- 39 Prior to the commencement of works at 88 Gray's Inn Road, a detailed design scheme for the accessway from Gray's Inn Road to No. 88 shall be submitted to the local planning authority for its written approval. The submission shall include details of lighting; material finishes to the frontage, gates, walls and floor (including 1:20 detail drawings and sections as appropriate); planting; access arrangements; maintenance; and any other information the LPA may request, acting reasonably. Once approved the details shall be installed, maintained and retained as such thereafter.

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

Informative(s):

1

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.
- 2 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.
 - 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
 - 4 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.
 - 5 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).
 - 6 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team London Borough of Camden 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444) . Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
 - 7 The written scheme of investigation will need to be prepared and implemented by a suitably professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.
 - 8 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.

9

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/>".

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.

11

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

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with 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>.

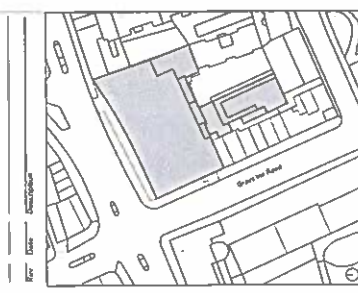
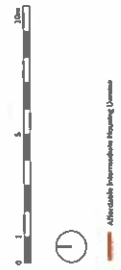
Yours faithfully

Supporting Communities Directorate

Notes

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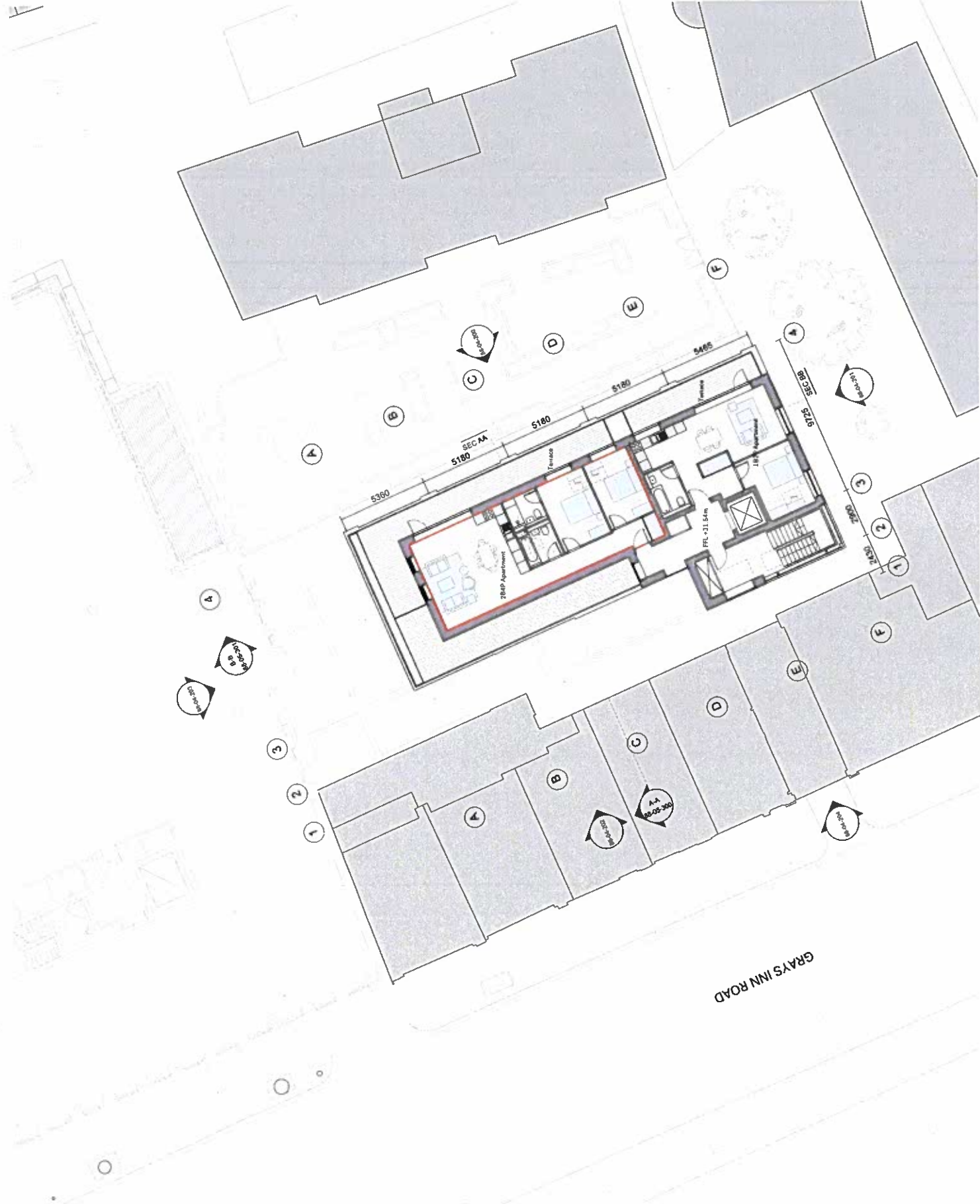
This document was prepared in an electronic digital CAD format. It is intended to be used as a reference only. It shall not be used for construction purposes. It is the responsibility of the contractor to ensure that the construction is in accordance with the approved drawings and specifications. It is the responsibility of the contractor to ensure that the construction is in accordance with the approved drawings and specifications. It is the responsibility of the contractor to ensure that the construction is in accordance with the approved drawings and specifications.



Project	100 S. 40 Grays Inn Road / 121 Chelmsford Road
Client	London Affordable Housing
Date	20-10-2023
Drawing Title	2BIP Apartment
Scale	1:100 @ A1
Drawn	London Affordable Housing
Checked	Approved
EC	AC
EC	18
For Planning 5.166	Zone Local
1:100 A	08 101 00 110

Piercy & Company

100 S. 40 Grays Inn Road
Chelmsford, Essex, UK
Tel: +44 (0)1201 738111
www.piercyandcompany.com

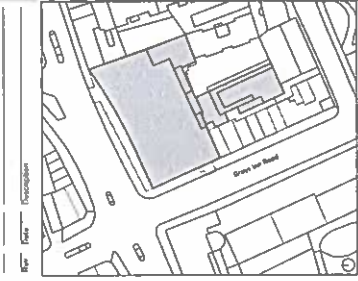
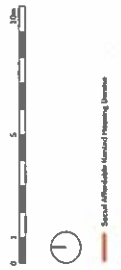


PLAN 3B – SOCIAL AFFORDABLE RENTED HOUSING UNITS

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4. The contractor shall be responsible for obtaining all necessary planning and building regulations approvals.
5. The contractor shall be responsible for obtaining all necessary planning and building regulations approvals.
6. The contractor shall be responsible for obtaining all necessary planning and building regulations approvals.
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10. The contractor shall be responsible for obtaining all necessary planning and building regulations approvals.

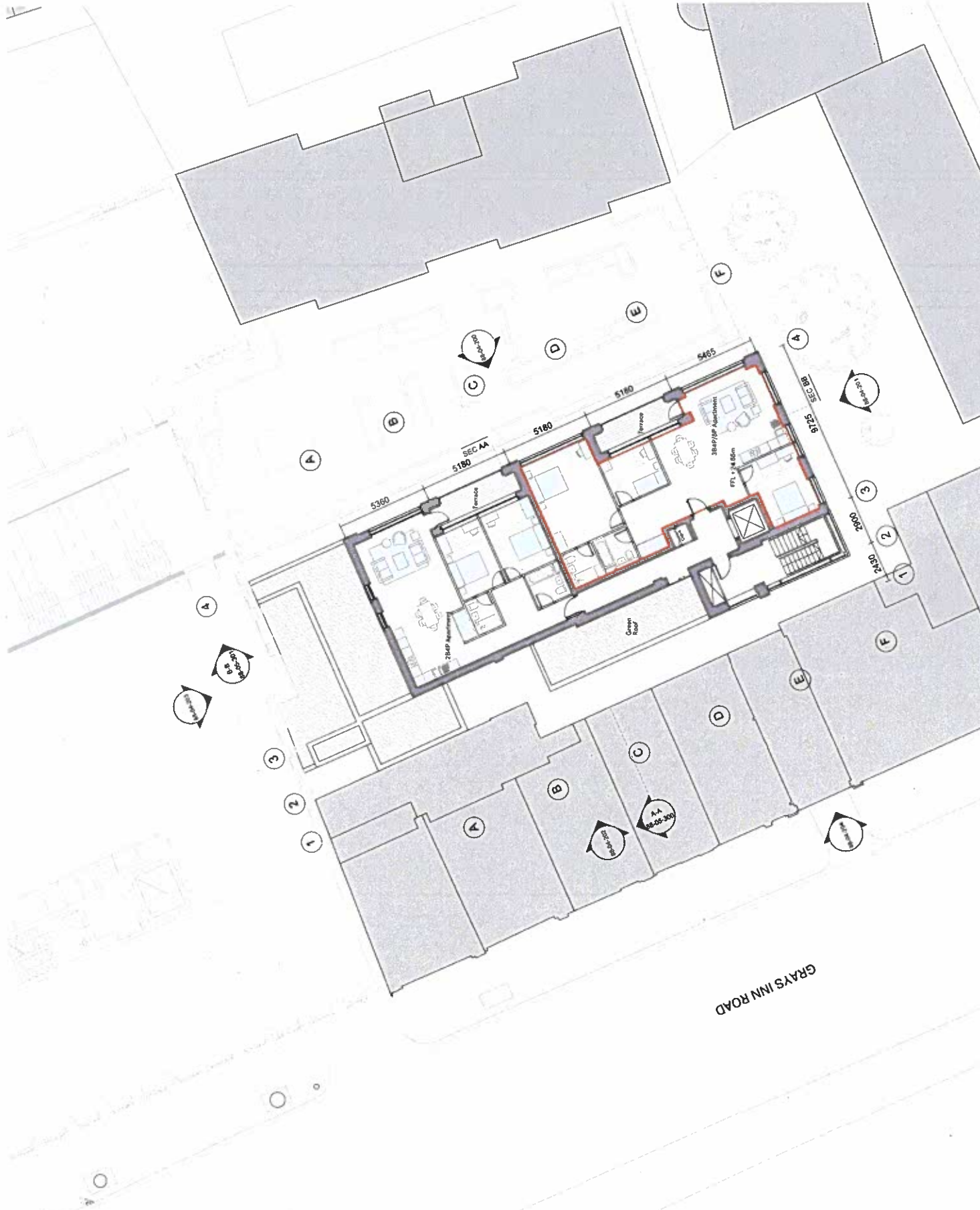
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Project: 105 & 106 Gray's Inn Road / 137 Chiswell Road
Location: London E1 6AN
Date: 26.10.2023
Scale: 1:100 @ A1
Drawing Title: 01 Green Inn Road Proposed First Floor Plan - London Adaptable Residential Housing Scheme
Client: [Redacted]
Architect: Piercy & Company
Project No.: A 00 101 07 107
Rev.: 01

The Company Building: 105 & 106 Gray's Inn Road / 137 Chiswell Road, London E1 6AN
Telephone: +44 (0)20 74799511
Website: www.piercyandcompany.com

Piercy & Company



GRAYS INN ROAD

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2. All dimensions and levels to be checked on site by the contractor.

3. All work shall conform to the latest applicable codes and regulations.

4. Report all errors, omissions and discrepancies to the architect immediately.

5. 10/23/2022

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PIERCY & COMPANY

Architects

100 & 66 Huron & Elm Street / 127 Chichester Road

Warren, MI 48090

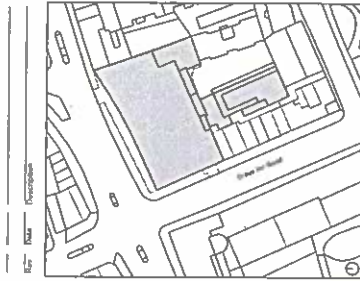
Telephone: (313) 343-1111

Fax: (313) 343-1111

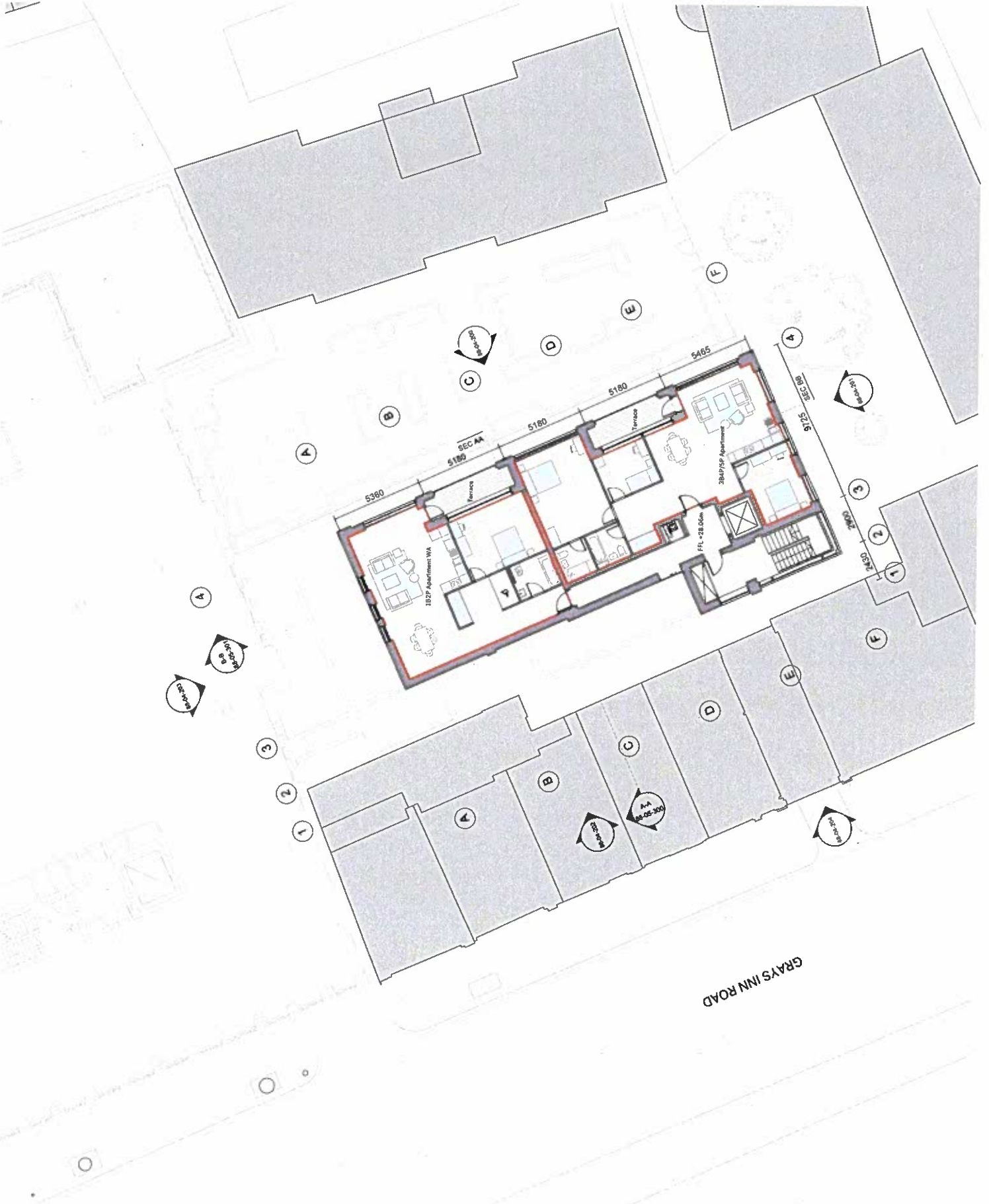
www.piercycompany.com



Scale: 1/4" = 1'-0" (Horizontal) / 1/8" = 1'-0" (Vertical)



Project	100 & 66 Huron & Elm Street / 127 Chichester Road
Client	[Redacted]
Contracted To	[Redacted]
Scale	1:100 @ A1
Date	10/23/2022
Drawing Title	2B/277P Apartment
Author	JAC
Checker	JAC
Approver	JAC
Project Manager	JAC
Architect	JAC
Scale	1/4" = 1'-0" (Horizontal) / 1/8" = 1'-0" (Vertical)
Sheet No.	04
Sheet Title	2B/277P Apartment
Total Sheets	04
Project No.	100 & 66 Huron & Elm Street / 127 Chichester Road

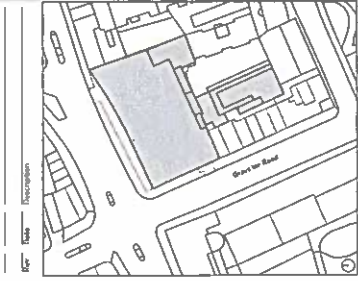


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 The information shown on this drawing is based on an
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 Piercy&Company accepts no liability for other site work
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10m



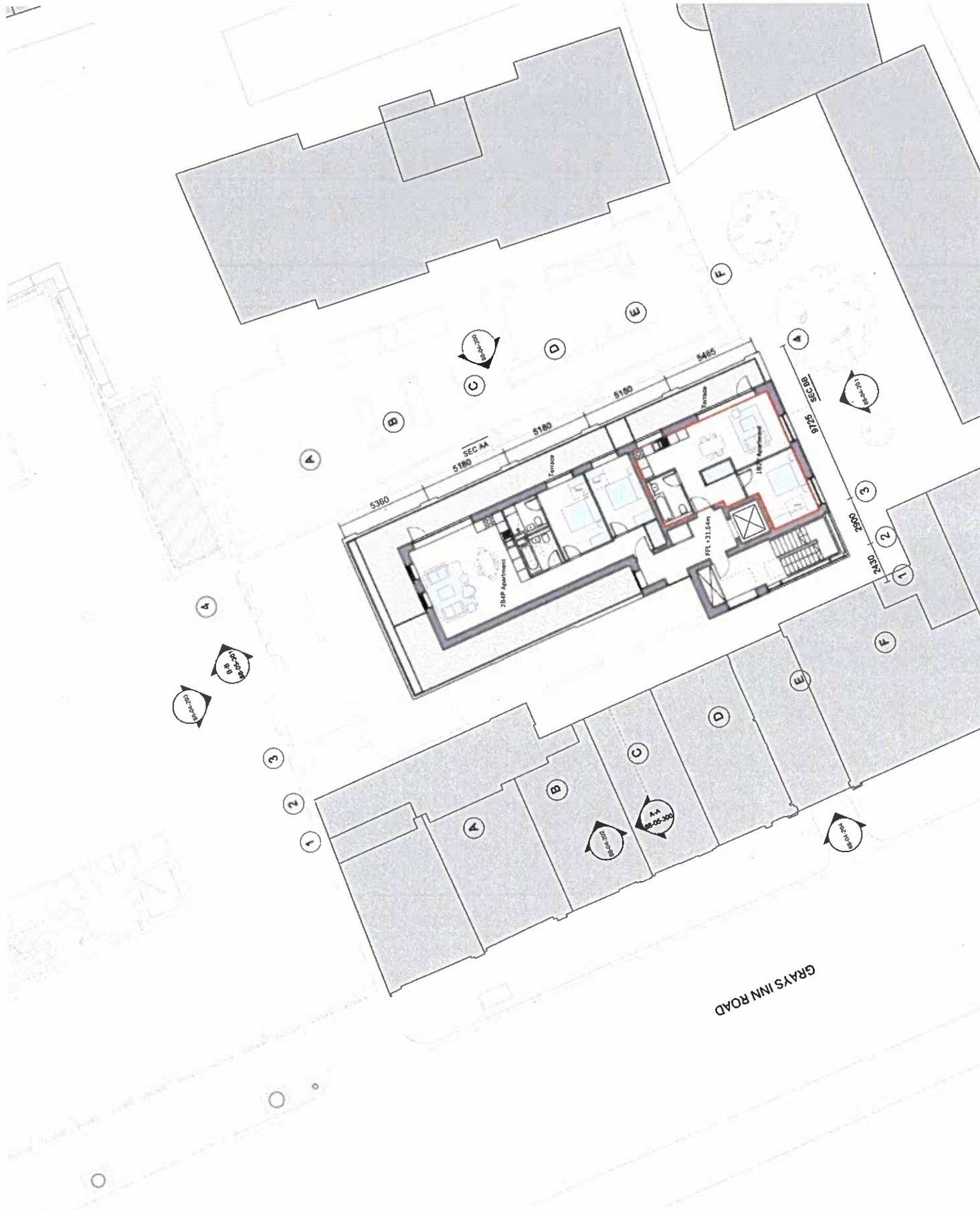
Sectional Information: Sectional Framing: Concrete



Project:	100 & 101 Gray's Inn Road / 117 Chesham Road
Client:	100 & 101 Gray's Inn Road
Site:	100 & 101 Gray's Inn Road
Scale:	1:100 @ A1
Drawing No.:	20 10 2073
Project Name:	100 & 101 Gray's Inn Road - Proposed Three Floor Phase - Affordable Social Housing Delivery
Drawn:	Approved
Checked:	Approved
Project Manager:	Approved
Project No.:	100 & 101 Gray's Inn Road
Project Date:	18/05/2020
Project Status:	Approved
Project Location:	100 & 101 Gray's Inn Road
Project Reference:	100 & 101 Gray's Inn Road

The Client:
 100 & 101 Gray's Inn Road
 100 & 101 Gray's Inn Road
 London, EC1A 3DF
 +44 (0)20 7479 6111
 www.piercyandcompany.com

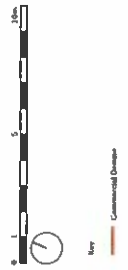
Piercy&Company



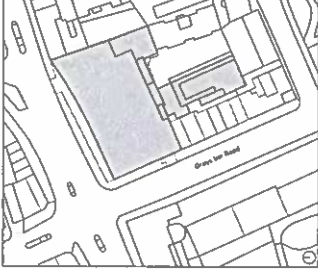
GRAYS INN ROAD

SCHEDULE 1D
PLAN 4 – COMMERCIAL FLOORSPACE

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 The designer is responsible for providing all information
 necessary for the design of the project. Piercy &
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 responsible for the design of the project. All
 dimensions shall be in millimeters unless otherwise
 indicated. Piercy & Company is not responsible
 for the design of the project. All dimensions shall
 be in millimeters unless otherwise indicated.



A 171322 2108 Commercial New Plan
 For: [redacted] Description: [redacted]



PROJECT:
 1000 8th Street, New Miami / 1713 Commercial New Plan
OWNER: [redacted]
DESIGNER: Piercy & Company
DATE: 12/13/2022
SCALE: 1:100 @ A1
DRAWING NO.: 1713 2022
DATE: 12/13/2022
PROJECT NO.: 1000 8th Street
DATE: 12/13/2022
PROJECT NAME: 1000 8th Street
PROJECT NO.: 1000 8th Street
PROJECT DATE: 12/13/2022
PROJECT NO.: 1000 8th Street
PROJECT DATE: 12/13/2022
PROJECT NO.: 1000 8th Street
PROJECT DATE: 12/13/2022

Piercy & Company
 3900 NW 11th Street
 Fort Lauderdale, FL 33309
 Phone: (954) 347-1111
 Fax: (954) 347-1111
 Email: info@piercyandcompany.com
 Website: www.piercyandcompany.com

A

7

6

5

4

3

2

1

8450

9000

9000

9000



A

B

C

D

E

5451

5451

5451

7071

A

B

C

D

E



7

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8450

9000

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9000

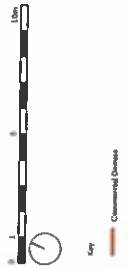


SEC BB



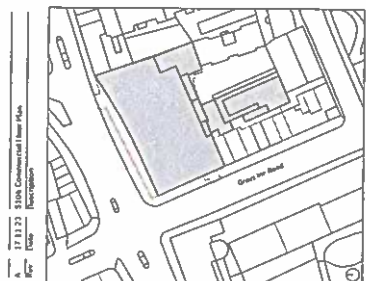
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Key
— Commenced Demolition

- LEVEL LEGEND**
- CLASS A OFFICE
 - CLASS B OFFICE
 - CLASS C OFFICE
 - CLASS D OFFICE
 - CLASS E OFFICE
 - CLASS F OFFICE
 - CLASS G OFFICE
 - CLASS H OFFICE
 - CLASS I OFFICE
 - CLASS J OFFICE
 - CLASS K OFFICE
 - CLASS L OFFICE
 - CLASS M OFFICE
 - CLASS N OFFICE
 - CLASS O OFFICE
 - CLASS P OFFICE
 - CLASS Q OFFICE
 - CLASS R OFFICE
 - CLASS S OFFICE
 - CLASS T OFFICE
 - CLASS U OFFICE
 - CLASS V OFFICE
 - CLASS W OFFICE
 - CLASS X OFFICE
 - CLASS Y OFFICE
 - CLASS Z OFFICE



Project
 100 E 8th Green Inn Road / 127 Clerkenwell Road
 Client: [Redacted]
 Consultant: [Redacted]
 Date: 17.11.2023
 Drawing No: 1.100.04.1

5106 Commercial Floor Plan - Level 00

Drawn: [Redacted] Checked: [Redacted] Approved: [Redacted]

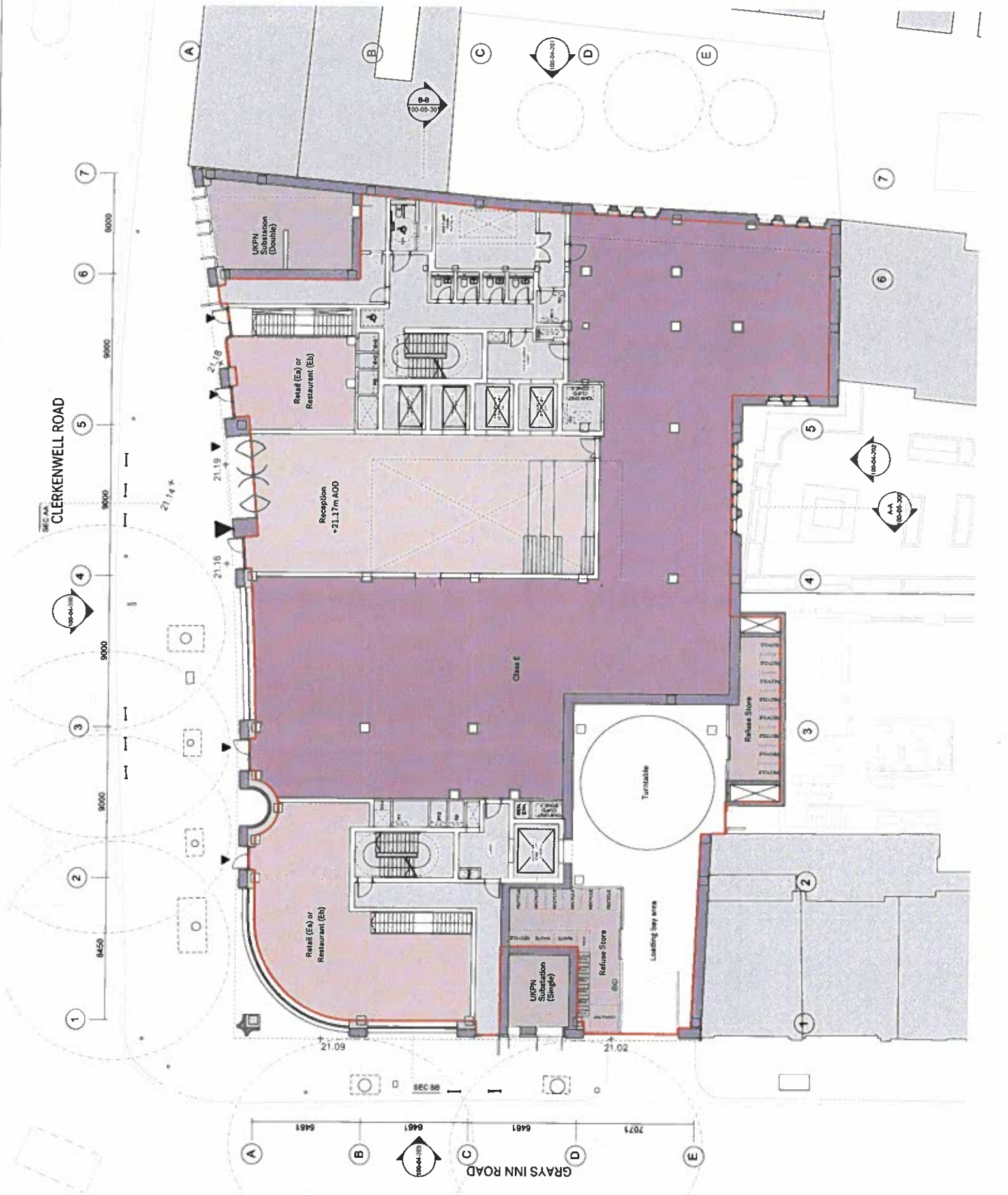
Project Status: [Redacted]

Project No: [Redacted] Issue: [Redacted] Date: [Redacted] Drawn By: [Redacted]

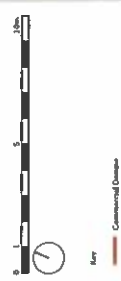
1:200 A 1:100 U0 0:1 1:100 A

The London Building
 100 Clerkenwell Road
 London EC1A 1DU
 Telephone: +44 (0)20 4786 1111
 Email: london@piercy.com
 www.piercy.com

Piercy & Company

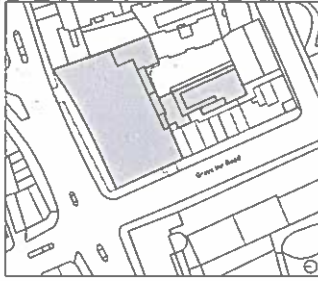


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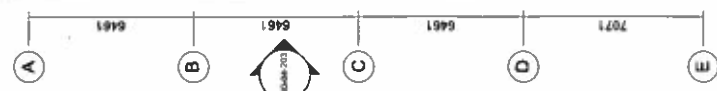
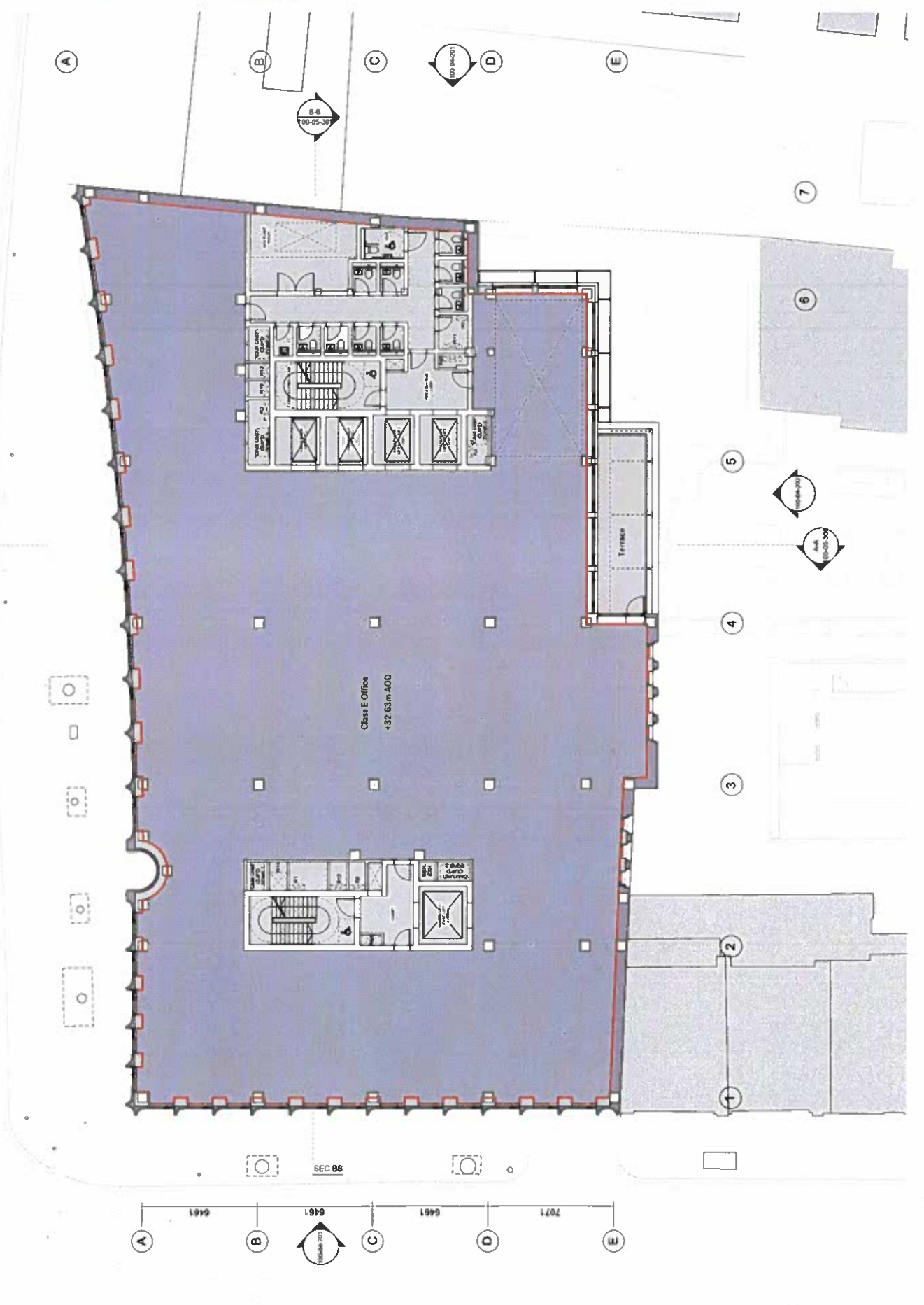
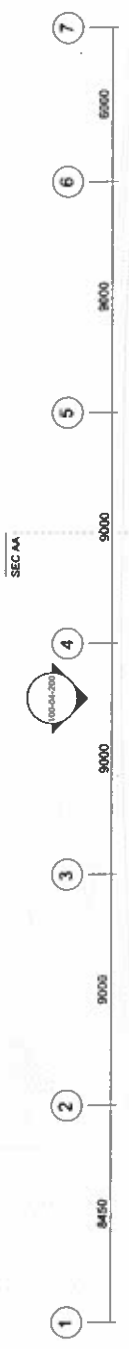
- KEY**
- Commercial Overlay
 - UNITS FLOORLOAD
 - CLASS A, 8 FT FTL
 - RECEPTION, LOBBY
 - CLASS B
 - RETAIL, PUB or RESTAURANT USE
 - PLANT & MECHANICAL AREAS
 - CIRCULATION
 - EXTENSION, VARIETY

A 17.11.23 11:04 Commercial Floor Plan
 Rev: 1.0
 Description: 100-05-30

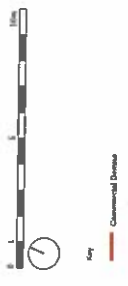


Project: 100 E 8th Street / 1st Floor / 117 Commercial Floor
Client: [Redacted]
Location: [Redacted]
Scale: 1:100 @ A1
Drawing No.: 11711-2023
Project No.: 100-05-30
Design No.: 100-05-30
Rev.: 1.0
Date: 11/11/2023
Author: [Redacted]
Checker: [Redacted]
Approver: [Redacted]
Scale: 1:100 @ A1
Project No.: 100-05-30
Design No.: 100-05-30
Rev.: 1.0
Date: 11/11/2023
Author: [Redacted]
Checker: [Redacted]
Approver: [Redacted]

Piercy & Company
 215 Columbia Street
 Portland, ME 04101
 Phone: 603.735.1234
 Fax: 603.735.1235
 Website: www.piercy.com

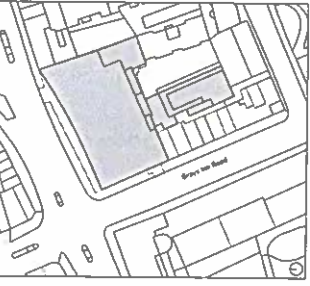


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 7. These documents may be issued in an electronic digital CAD format.
 8. The contractor shall be responsible for obtaining all necessary permits and approvals for this project.
 9. The contractor shall be responsible for obtaining all necessary permits and approvals for this project.
 10. The contractor shall be responsible for obtaining all necessary permits and approvals for this project.
 11. The contractor shall be responsible for obtaining all necessary permits and approvals for this project.
 12. The contractor shall be responsible for obtaining all necessary permits and approvals for this project.
 13. The contractor shall be responsible for obtaining all necessary permits and approvals for this project.
 14. The contractor shall be responsible for obtaining all necessary permits and approvals for this project.
 15. The contractor shall be responsible for obtaining all necessary permits and approvals for this project.



- WALLS & CLOSETS
- CLASS E LOFT ECL
- RECEPTION LOBBY
- CLASS E
- RETAIL OFFICE or RESTROOM/BREAK
- PLANT & MECHANICAL AREA
- CIRCULATION
- STAIRWELL

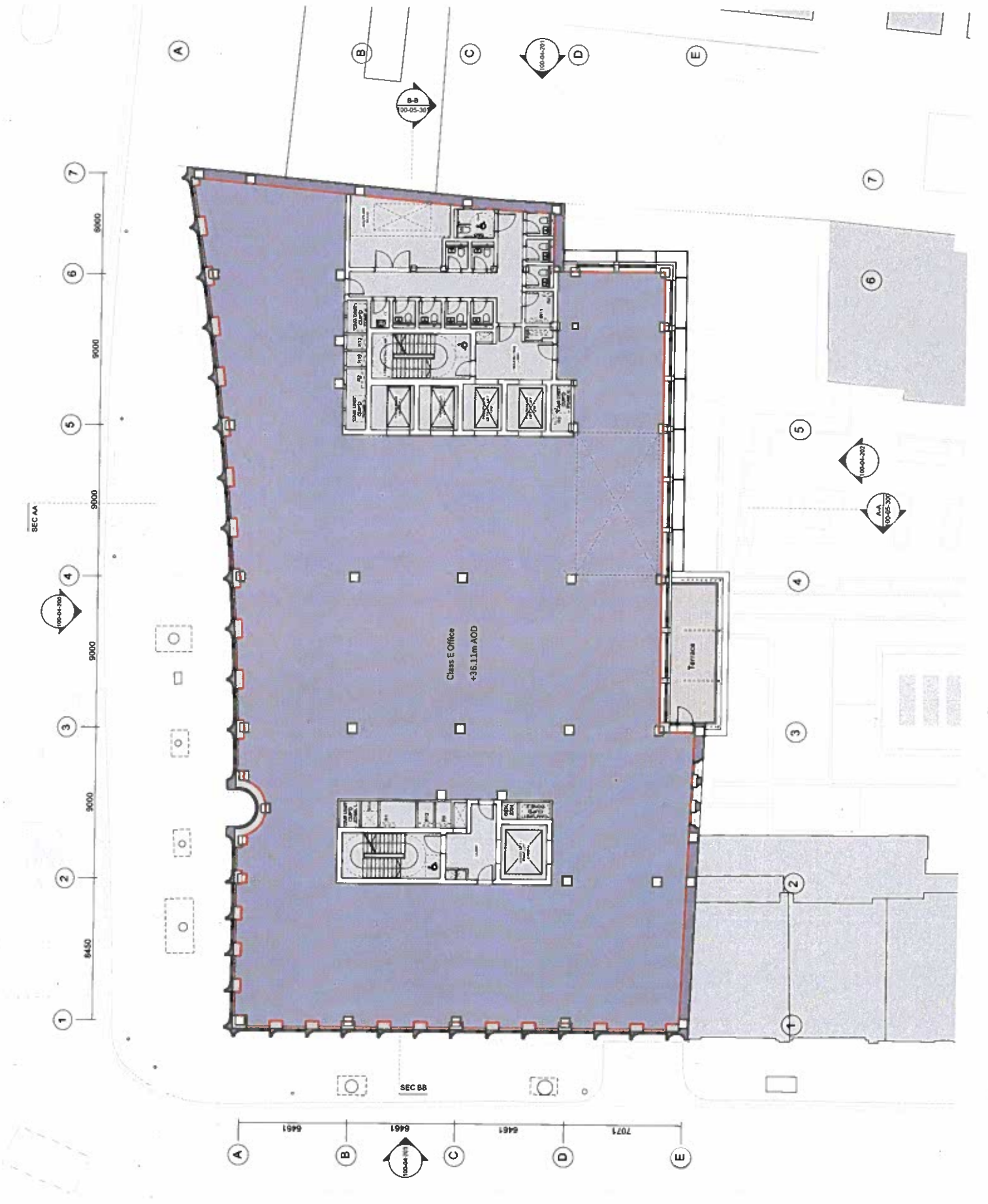
A 17 11 23 2 206 Commercial Floor Plan
 Rev: 10/04/2017
 Description: 100-04-307



Project: 180 & 181 Gray's Inn Road / 137 Clarendon Road
Client:
Location: 137
Date: 27/11/2017
Scale: 1:100 @ A1
Drawing Title: 206 Commercial Floor Plan - Level 04
Drawn:
Checked:
Approved:
Rev:
Rev. No:
Rev. Date:
Rev. Description:
 13824 A 100 104 07 104 A

Piercy & Company
 100-04-307
 100-04-307
 100-04-307
 100-04-307

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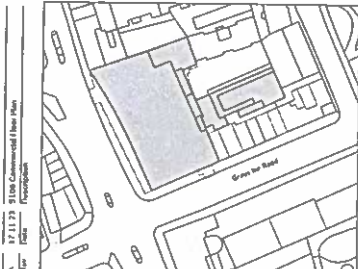


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Key
 Commercial Overlay

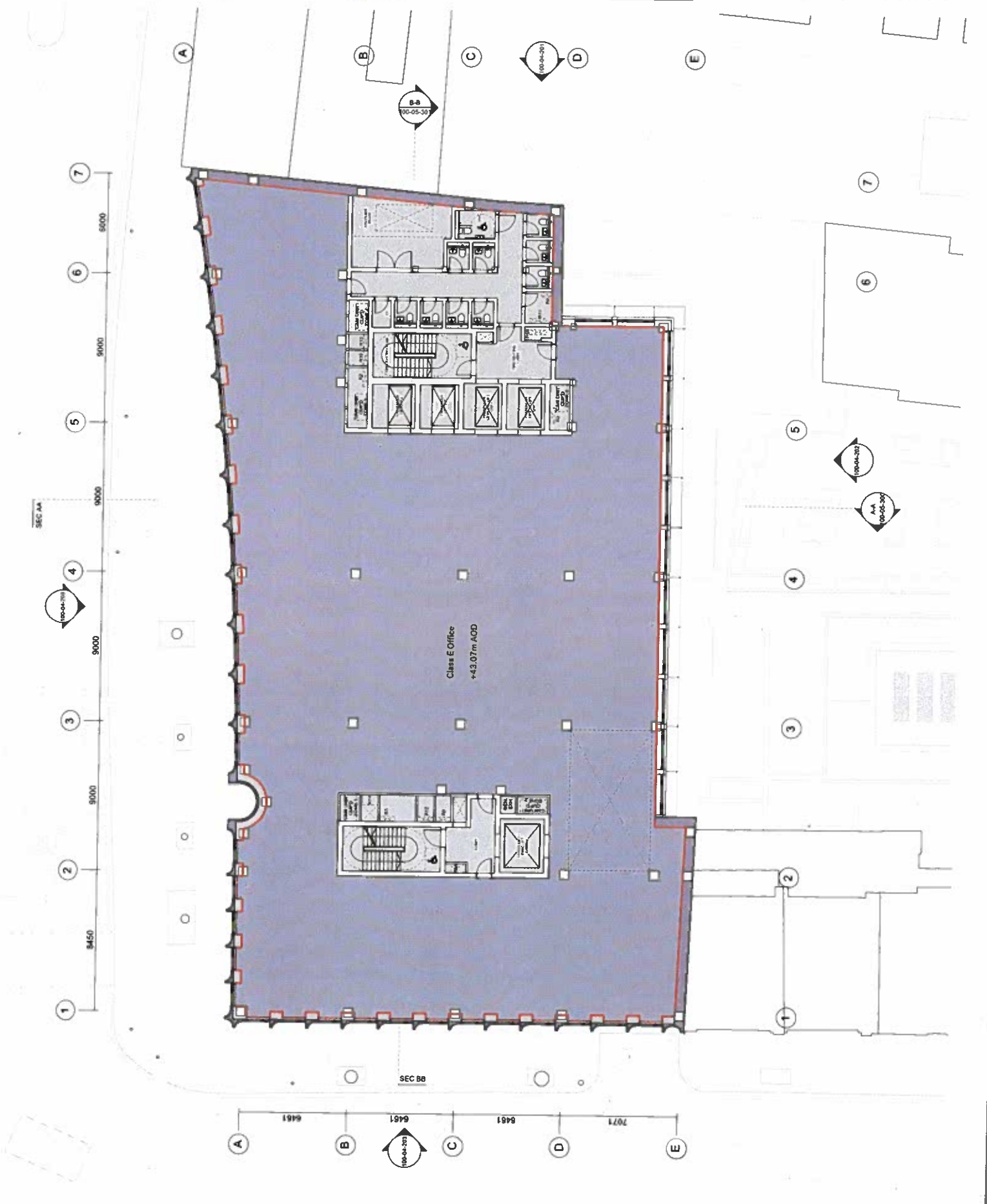
- FINISH LINE OF FLOOR
- RECEPTION LOBBY
- LANDSCAPE
- METAL DECK OR RESTAURANT DECK
- PLANT & MANHOLE AREA
- STAIRS
- ELEVATOR



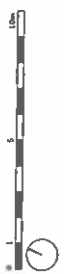
PROJECT:
 100 & 88 Grosvenor Road / 127 Chalmers Road
Client:
 Lend Lease Ltd
Site:
 17/11/2012
Drawing Title:
 1:100 @ A1
Scale:
 1:100 @ A1
Drawn:
 Approved
Checked:
 Approved
Project Manager:
 Approved
Project Engineer:
 Approved
Project Architect:
 Approved
Project Designer:
 Approved
Project Drafter:
 Approved
Project Checker:
 Approved
Project Approver:
 Approved

The Gateway Building
 100 & 88 Grosvenor Road
 Auckland 1001, NZ
 Tel: +64 (0) 9 479 6111
 www.piercy.com

Piercy & Company



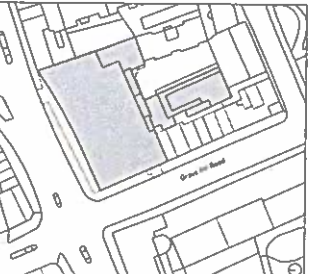
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 2. All dimensions and levels to be checked on site by the contractor.
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 8. All dimensions and levels to be checked on site by the contractor.
 9. All dimensions and levels to be checked on site by the contractor.
 10. All dimensions and levels to be checked on site by the contractor.



Key
 ———— Completed Design

- CLASS E OFFICE
- RECEPTION / LOBBY
- CLASS E
- METAL SKY OR RESTAURANT SKY
- PLANT & MECHANICAL AREAS
- UTILITY ROOM
- EXTENSION / ALTERATION

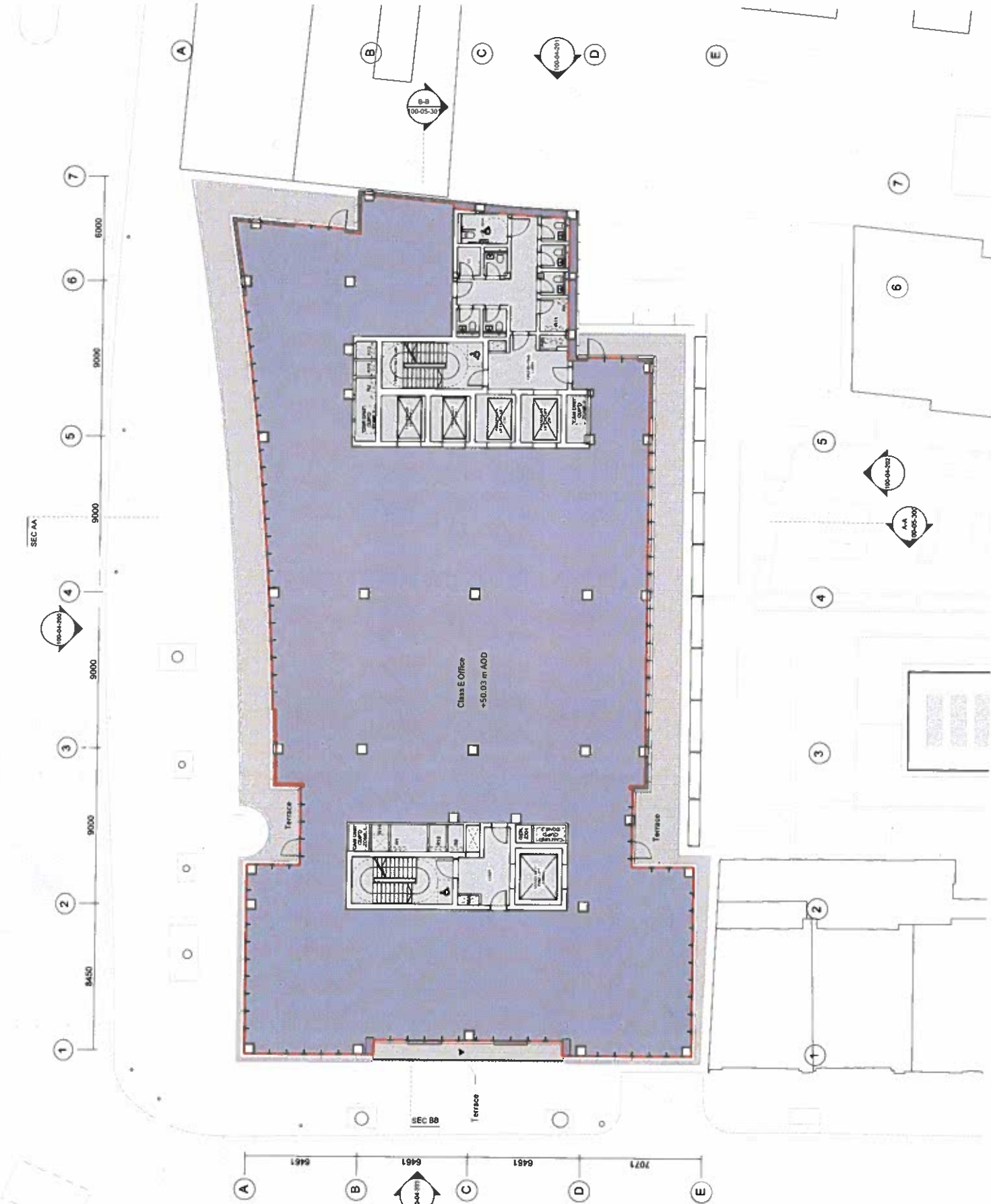
A 17.12.19 3:00pm Commercial Floor Plan
 Rev: 000
 Date: 17.12.19
 Description: 3:00pm Commercial Floor Plan



Project: 100 & 101 Curlew Lane Road / 127 Commercial Road
 Client: [Redacted]
 Architect: [Redacted]
 Date: 17.12.2019
 Drawing Title: 3:00pm Commercial Floor Plan - Level 00
 Drawn: [Redacted]
 Checked: [Redacted]
 Approved: [Redacted]
 Scale: 1:100 @ A1
 Drawing No: 15828 A 100 100 07 100 A

Piercy & Company
 100 Curlew Lane Road
 London W14 9JF
 Tel: +44 (0)20 8749 1111
 Email: piercy@piercy.com
 Website: www.piercy.com

Piercy & Company



SCHEDULE 2
DRAFT PLANNING PERMISSION

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 STRATEGY

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
THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

For further advice on developing a Travel Plan see the Transport for London's travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

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

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

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the 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.

SCHEDULE 6

AFFORDABLE HOUSING UNITS

AFFORDABLE HOUSING EXEMPTIONS

RELEVANT DEFINITIONS

- “Charge”** means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee
- “Chargee”** means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
- “Date of Deemed Service”** means, in each instance where a Chargee has served a Default Notice under paragraph 1.1(a) of this Schedule:
- (a) in the case of service by delivery by hand of the Default Notice to the Council’s offices at 5 Pancras Square, London, N1C 4AG during opening hours, the date on which the Default Notice is so delivered if it is delivered prior to 4pm or the following Working Day if it is delivered after 4pm; or
 - (b) in the case of service by using first class registered post to the Council’s offices at Camden Town Hall, Judd Street, London WC1H 9LP, the second Working Day after

the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise)

“Default Notice”

means a notice in writing served on the Council by the Chargee under paragraph 1.1(a) of this Schedule of the Chargee’s intention to enforce its security over the relevant Affordable Housing Units

“Intention Notice”

means a notice in writing served on the Chargee by the Council under paragraph 1.2 of this Schedule that the Council is minded to purchase the relevant Affordable Housing Units

“Moratorium Period”

means, in each instance where a Chargee has served a Default Notice under paragraph 1.1(a) of this Schedule the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council)

“Option”

means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 1.3 of this Schedule for the purchase of the Affordable Housing Units

“Sums Due”

means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and

reasonable legal and administrative fees costs and expenses

“Working Day”

means any day except Saturday, Sunday and any bank or public holiday

1 CHARGEES

1.1 The restrictions contained in clause 4.1 of this Agreement shall not be binding upon a Chargee PROVIDED THAT a Chargee must:

(a) serve a Default Notice on the Council by delivery by hand to the Council's offices at 5 Pancras Square, London, N1C 4AG during opening hours or using first class registered post to the Council's offices at Camden Town Hall, Judd Street, London WC1H 9LP in either case addressed to the following recipients with a copy of the same notice sent for information only by email to the Planning Obligations Monitoring Officer to PlanningObligations@camden.gov.uk:

- i. The Chief Executive;
- ii. Chief Planning Officer;
- iii. The Borough Solicitor;
- iv. The Head of Development Management;
- v. The Housing Commissioning and Partnership Manager; and
- i. The Planning Obligations Monitoring Officer

prior to seeking to dispose of the relevant Affordable Housing Units;

(b) when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and

(c) subject to paragraph 1.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 1.3 below.

1.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.

1.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- (b) the price for the sale and purchase will be agreed in accordance with paragraph 1.4.(b) below or determined in accordance with paragraph 1.5 below;
- (c) provided that the purchase price has been agreed in accordance with paragraph 1.4(b) below or determined in accordance with paragraph 1.5 below, but subject to paragraph 1.3(d) below, the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

1.4 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
 - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained at clause 4.1 of this Agreement; and

- (ii) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

1.5 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 1.4(b)(i) above:

- (a) the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 1.4(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

1.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in clause 4.1 of this Agreement which shall

determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

- (a) the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- (b) the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- (c) the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

1.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 1.1 to 1.6 above (inclusive).

2. TENANTS

2.1 The restrictions contained in Clause 4.1 of this Agreement shall not be binding upon any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy (including the preserved right to buy) pursuant to the Housing Act 1985 (or an statutory successor thereto) or any other statutory provision for the time being in force in respect of any Affordable Housing Unit.

2.2 The relevant Registered Provider shall use all reasonable endeavours to apply the net proceeds received by the Registered Provider in respect of the sale of any Affordable Housing Unit to such a tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

SCHEDULE 7

POST CONSTRUCTION VIABILITY ASSESSMENT AGREED ASSUMPTIONS

Item	Agreed Assumption	Fixed or Variable
Benchmark Land Value	£36,500,000	Fixed
Profit Return (on GDV)	15% - Commercial uses (retail and market offices) 6% - Affordable Housing and Affordable SME Workspace	Fixed
CIL/S106	£1,590,645	Variable
Contingency	5% - New Build 10% - Refurbishment	Fixed but only applied to any expenditure not incurred at the date of the Post Construction Viability Assessment
Professional Fees	10% - New Build 6% - Refurbishment	Variable
Marketing Fees	1.50% on Market GDV	Variable
Disposal Fees	1.50% on Market GDV	Variable
Commercial Letting Agent Fees	10%	Variable
Commercial Letting Legal Fees	5%	Variable
Affordable Housing and Workspace Disposal Fees	£50,000	Variable
Finance Costs	All-in rate 7.5%	Variable but not to exceed 3.5 percentage points above the Bank Rate set by the Bank of England and current at the date of submission of the Post Construction Viability Assessment
Office Rents GDV	£160,749,588	Variable

Affordable SME Workspace GDV	£3,313,000	Variable
Retail GDV	£2,114,116	Variable
Affordable Housing Sales	£1,118,312	Variable
Construction Costs	£61,917,674	Variable

