

DATED

5 February

2024/5

(1) THE PRUDENTIAL ASSURANCE COMPANY LIMITED

and

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

A G R E E M E N T

relating to land known as

2 Waterhouse Square & 140 Holborn

London

EC1N 2ST

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/1800.2805
s106 Final

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THIS AGREEMENT is made the 5th day of February 2024~~4~~5

B E T W E E N:

A. **THE PRUDENTIAL ASSURANCE COMPANY LIMITED** (Co. Regn. No. 15454) whose registered office is at 10 Fenchurch Avenue, London, EC3M 5AG (hereinafter called "the Owner") of the first part

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

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor of the Property with Title absolute of under Title Number NGL679625.

1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 4 August 2023 and the Council resolved to grant permission conditionally under reference number 2023/3419/P subject to the conclusion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.

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

2. **DEFINITIONS**

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

2.1	"Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low-cost 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 Contribution"	the sum of £470,250 (Four Hundred Seventy Thousand and Two Hundred Fifty 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 the provision of Affordable Housing in the London Borough of Camden
2.4	"Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"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
2.6	"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
2.7	"Central London Forward"	the strategic sub-regional partnership for Central London covering (as at the date of this Agreement) twelve local authorities established inter alia to ensure resident's access the skills, jobs, homes, and support required to benefit from Central London's economy

2.8	"Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.9	"Construction Apprentice Default Contribution"	the sum of £20,000 per apprentice being payment for each apprentice required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction apprentice provision
2.10	"Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.11	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the partial demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in Schedule 3 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(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 partial demolition of the Existing Buildings or structures on the Property and the building out of the Development;</p>

		<p>(b) proposals to ensure the protection and preservation of the listed building during the Construction Phase;</p> <p>(c) proposals to ensure there are no adverse effects on the Conservation Area features;</p> <p>(d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(e) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(f) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.12	"Construction Management Plan Bond"	the sum of £31,497 (Thirty One Thousand Four Hundred Ninety Seven Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach

		of the Construction Management Plan following the procedures set out in clause 4.4
2.13	"Construction Management Plan Implementation Support Contribution"	the sum of £29,943 (Twenty Nine Thousand Nine Hundred and Forty Three 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
2.14	"Construction Phase"	the whole period between (a) the Implementation Date and (b) the date of issue of the Certificate of Practical Completion and for the avoidance of doubt includes the demolition of the Existing Buildings
2.15	"Construction Phase Working Group"	a working group to be convened in accordance with the requirements of Clause 4.5 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
2.16	"Construction Work Placement Default Contribution"	the sum of £804 per work placement being payment for each work placement required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction workplace provision
2.17	"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
2.18	"Council's Construction Skills Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.19	"Delivery and Service Management Plan"	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-</p> <p>(a) a requirement for delivery vehicles to unload from a specific suitably located area;</p> <p>(b) details of the person/s responsible for directing and receiving deliveries to the Property;</p> <p>(c) measures to avoid a number of delivery vehicles arriving at the same time;</p> <p>(d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;</p> <p>(e) likely nature of goods to be delivered;</p> <p>(f) the likely size of the delivery vehicles entering the Property;</p> <p>(g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements</p>

		<p>(h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same</p> <p>(i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;</p> <p>(j) details of arrangements for refuse storage and servicing; and</p> <p>(k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.20	"Development"	<p>partial demolition, refurbishment and extension of existing office building to provide commercial floorspace (Class E) at 2 Waterhouse Square including external alterations, reconfiguration of entrances and servicing arrangements, new hard and soft landscaping, provision of cycle parking and other ancillary works as shown on drawing numbers:-</p> <p>Existing Plans and Drawings (all Rev. C01 unless specified):</p> <p>WHS-ORM-2W-00-DR-A-12500 Existing General Arrangement Ground Floor Plan</p> <p>WHS-ORM-2W-01-DR-A-12501 Existing General Arrangement First Floor Plan</p> <p>WHS-ORM-2W-02-DR-A-12502 Existing General Arrangement Second Floor Plan</p> <p>WHS-ORM-2W-03-DR-A-12503 Existing General Arrangement Third Floor Plan</p> <p>WHS-ORM-2W-04-DR-A-12504 Existing General Arrangement Fourth Floor Plan</p> <p>WHS-ORM-2W-05-DR-A-12505 Existing General Arrangement Fifth Floor Plan</p> <p>WHS-ORM-2W-06-DR-A-12506 Existing General Arrangement Sixth Floor Plan</p>

	<p>WHS-ORM-2W-07-DR-A-12507 Existing General Arrangement Roof Plan</p> <p>WHS-ORM-2W-AA-DR-A-12100 Existing Planning Section A-A</p> <p>WHS-ORM-2W-B1-DR-A-12599 Existing General Arrangement Basement Floor Plan</p> <p>WHS-ORM-2W-BB-DR-A-12101 Existing Planning Section B-B</p> <p>WHS-ORM-2W-CC-DR-A-12102 Existing Planning Section C-C</p> <p>WHS-ORM-2W-DD-DR-A-12103 Existing Planning Section D-D</p> <p>WHS-ORM-2W-EA-DR-A-12311 Existing Planning East Elevation</p> <p>WHS-ORM-2W-EE-DR-A-12104 Existing Planning Section E-E</p> <p>WHS-ORM-2W-LG-DR-A-12598 Existing General Arrangement Lower Ground Floor Plan</p> <p>WHS-ORM-2W-NO-DR-A-12310 Existing Planning North Elevation</p> <p>WHS-ORM-2W-SO-DR-A-12312 Existing Planning South Elevation</p> <p>WHS-ORM-2W-WE-DR-A-12313 Existing Planning West Elevation</p> <p>Proposed Plans and Drawings (all Rev. C01 unless specified):</p> <p>WHS-ORM-2W-00-DR-A-12001 Proposed Planning Site Location Plan</p> <p>WHS-ORM-2W-00-DR-A-12600 (Rev. C02) Proposed Demolition Ground Floor Plan</p> <p>WHS-ORM-2W-00-DR-A-12700 (Rev. C04) Proposed General Arrangement Ground Floor Plan</p> <p>WHS-ORM-2W-01-DR-A-12601 Proposed Demolition First Floor Plan</p> <p>WHS-ORM-2W-01-DR-A-12701 (Rev. C02) Proposed General Arrangement First Floor Plan</p> <p>WHS-ORM-2W-02-DR-A-12602 Proposed Demolition Second Floor Plan</p> <p>WHS-ORM-2W-02-DR-A-12702 (Rev. C02) Proposed General Arrangement Second Floor Plan</p> <p>WHS-ORM-2W-03-DR-A-12603 Proposed Demolition Third Floor Plan</p> <p>WHS-ORM-2W-03-DR-A-12703 (Rev. C02) Proposed General Arrangement Third Floor Plan</p> <p>WHS-ORM-2W-04-DR-A-12604 Proposed Demolition Fourth Floor Plan</p> <p>WHS-ORM-2W-04-DR-A-12704 (Rev. C02) Proposed General Arrangement Fourth Floor Plan</p> <p>WHS-ORM-2W-05-DR-A-12605 Proposed Demolition Fifth Floor Plan</p> <p>WHS-ORM-2W-05-DR-A-12705 (Rev. C02) Proposed General Arrangement Fifth Floor Plan</p>
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	<p>WHS-ORM-2W-06-DR-A-12606 Proposed Demolition Sixth Floor Plan</p> <p>WHS-ORM-2W-06-DR-A-12706 (Rev. C02) Proposed General Arrangement Sixth Floor Plan</p> <p>WHS-ORM-2W-07-DR-A-12707 (Rev. C02) Proposed General Arrangement Seventh Floor Plan</p> <p>WHS-ORM-2W-AA-DR-A-12140 Proposed Planning Section A-A</p> <p>WHS-ORM-2W-B1-DR-A-12699 Proposed Demolition Basement 1 Plan</p> <p>WHS-ORM-2W-B1-DR-A-12799 (Rev. C02) Proposed General Arrangement Basement 1 Plan</p> <p>WHS-ORM-2W-BB-DR-A-12141 Proposed Planning Section B-B</p> <p>WHS-ORM-2W-CC-DR-A-12142 Proposed Planning Section C-C</p> <p>WHS-ORM-2W-DD-DR-A-12143 Proposed Planning Section D-D</p> <p>WHS-ORM-2W-EA-DR-A-12349 Proposed Planning Bay Study 10</p> <p>WHS-ORM-2W-EA-DR-A-12350 Proposed Planning Bay Study 11</p> <p>WHS-ORM-2W-EA-DR-A-12351 Proposed Planning Bay Study 12</p> <p>WHS-ORM-2W-EA-DR-A-12352 Proposed Planning Bay Study 13</p> <p>WHS-ORM-2W-EA-DR-A-12372 (Rev. C02) Proposed Planning R7 Heritage Block East Facade</p> <p>WHS-ORM-2W-EE-DR-A-12144 Proposed Planning Section E-E</p> <p>WHS-ORM-2W-LG-DR-A-12698 Proposed Demolition Lower Ground Floor Plan</p> <p>WHS-ORM-2W-LG-DR-A-12798 (Rev. C02) Proposed General Arrangement Lower Ground Floor Plan</p> <p>WHS-ORM-2W-NO-DR-A-12330 Proposed Planning North Elevation</p> <p>WHS-ORM-2W-NO-DR-A-12331 (Rev. C03) Proposed Planning East Elevation</p> <p>WHS-ORM-2W-NO-DR-A-12340 Proposed Planning Bay Study 01</p> <p>WHS-ORM-2W-NO-DR-A-12341 Proposed Planning Bay Study 02</p> <p>WHS-ORM-2W-NO-DR-A-12342 Proposed Planning Bay Study 03</p> <p>WHS-ORM-2W-NO-DR-A-12343 Proposed Planning Bay Study 04</p> <p>WHS-ORM-2W-NO-DR-A-12344 Proposed Planning Bay Study 05</p> <p>WHS-ORM-2W-NO-DR-A-12345 Proposed Planning Bay Study 06</p> <p>WHS-ORM-2W-NO-DR-A-12346 Proposed Planning Bay Study 07</p>
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		<p>WHS-ORM-2W-NO-DR-A-12347 Proposed Planning Bay Study 08 WHS-ORM-2W-NO-DR-A-12348 Proposed Planning Bay Study 09 WHS-ORM-2W-NO-DR-A-12371 Proposed Planning R7 Heritage Block North Facade WHS-ORM-2W-RF-DR-A-12607 Proposed Demolition Roof Plan WHS-ORM-2W-SO-DR-A-12332 Proposed Planning South Elevation WHS-ORM-2W-SO-DR-A-12353 Proposed Planning Bay Study 14 WHS-ORM-2W-SO-DR-A-12370 Proposed Planning R6 Heritage Block South Facade WHS-ORM-2W-WE-DR-A-12333 Proposed Planning West Elevation WHS-ORM-2W-WE-DR-A-12354 Proposed Planning Bay Study 15 WHS-ORM-2W-WE-DR-A-12355 Proposed Planning Bay Study 16 WHS-ORM-2W-ZZ-DR-A-12360 Proposed Planning Entrance Elevations</p> <p>Supporting Documentation: Design and Access Statement, and Townscape Assessment (July 2023) Planning Statement (November 2023) Planning Report (July 2023) Noise Impact Assessment (July 2023) Sustainability Statement (August 2023) Daylight, Sunlight and Overshadowing Report (July 2023) Construction/Demolition Management Plan (July 2023) Transport Assessment (July 2023) Heritage Assessment (July 2023) Statement of Community Involvement (August 2023) Operational Waste Management Strategy (July 2023) Drainage Strategy Report (October 2023) Air Quality Assessment (October 2023) Active Travel Zone Assessment Technical Note (November 2023)</p>
2.21	"Disabled Parking Space Contribution"	the amount of £4,000 (Four Thousand Pounds) to be paid by the Owner to the Council towards provision of an off-site disabled parking space within the vicinity of the Development
2.22	"Employment Skills and Supply Plan"	a plan setting out a package of measures to be adopted by the Owner in order to maximise employment and procurement opportunities relating to the Development and for it to satisfy the obligations

	<p>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 Construction Centre in the first instance and only promoting more widely if a candidate cannot be found within 28 days through the Council's Construction Centre;</p> <p>(b) during the Construction Phase to ensure that at least 20% of the onsite workforce is comprised of local people residing in Camden;</p> <p>(c) during the Construction Phase to ensure the provision of 1 (one) construction apprentice;</p> <p>(d) during the Construction Phase to make provision for no less than 1 (one) work placement;</p> <p>(e) during the Construction Phase to ensure delivery of a minimum of one 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) from the Occupation Date, seeking to ensure delivery of a minimum of 2 (two) end use apprenticeships on a rolling 5 year programme;</p> <p>(g) to ensure delivery of a minimum of 5 (five) end use work experience placements on a 5 year rolling programme;</p>
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		<p>(h) commitment to pay all end use staff employed at the Property the rate not less than the London Living Wage as set out at https://www.livingwage.org.uk/calculation;</p> <p>(i) to work with Camden Learning/STEAM to sign up to Camden STEAM Programme to promote the Camden STEAM Programme to the occupiers of the Property; and</p> <p>(j) to commit to following the Local Procurement Plan</p>
2.23	"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 Sustainability Statement dated 1 August 2023 prepared by Hoare Lee;</p> <p>(b) to achieve net zero carbon through the payment of a carbon offset contribution for the remaining carbon emissions after required on site reductions;</p> <p>(c) to achieve an overall 49.6% reduction in on-site carbon emissions beyond the Part L 2021 baseline;</p> <p>(d) a minimum 48.6% Be Lean stage reduction through energy efficiency;</p> <p>(e) a minimum 1% Be Green stage reduction through on site renewable energy;</p>

		<p>(f) measures to ensure the Development's operational energy performance is monitored and reported on in accordance with the Greater London Authority's 'Be Seen' Energy Monitoring Guidance (or successor guidance)</p> <p>(g) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will meet the target reduction in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies; and</p> <p>(h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.24	"Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.25	"Highways Contribution"	<p>the sum of £26,000 (Twenty Six Thousand Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highway Works"): -</p> <p>(a) repairing any damage caused to the Public Highway adjacent to the Property as a result of the construction of the Development; and</p>

		<p>(b) all works and associated measures required to install 10 (ten) Sheffield/Camden M cycle stands (with the capacity to provide 20 cycle parking spaces) in the vicinity of the Development; and</p> <p>(c) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>provided that all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs</p>
2.26	"Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.27	"Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.28	"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> <p>(a) the incorporation of the measures set out in the Local Procurement Strategy annexed to Schedule 4 hereto;</p>

		<p>(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;</p> <p>(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</p> <p>(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</p>
2.29	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.30	"Parties"	the Council and the Owner
2.31	"Pedestrian Cycling and Environmental Contribution"	the sum of £50,000 (Fifty 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
2.32	"Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 4 August 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/3419/P subject to conclusion of this Agreement
2.33	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant

		to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.34	"Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.35	"Property"	the land known as 2 Waterhouse Square & 140 Holborn London EC1N 2ST the same as shown edged red on the plan annexed hereto
2.36	"Public Highway"	any carriageway footway and/or verge maintainable at public expense
2.37	"Public Realm Contribution"	the sum of £60,000 (Sixty 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 public realm improvements to the Brookes Market that are forthcoming as part of the future Holborn Vision proposals that are required as a result of the Development
2.38	"Sustainability Plan"	a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:- (a) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use (b) achieve the targets set out in the submission document entitled Sustainability Statement dated 1 August 2023 prepared by Hoare Lee. (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

		<p>a target of achieving a 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 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>
2.39	"Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the</p>

		<p>use of environmentally friendly 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; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.40	"Travel Plan Co-ordinator"	<p>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</p>

		Plan with a view to securing an ongoing process of continuous improvement
2.41	"Travel Plan Monitoring and Measures Contribution"	<p>the sum of £11,221 (Eleven Thousand Two Hundred and Twenty-One Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for:</p> <p>(a) the monitoring comment advice and approval (where appropriate) on the Owner's draft Travel Plan; and</p> <p>(b) provision of measures within the Travel Plan such as cycle skills training, Camden's cycle loan scheme and walking initiatives delivered by the Council or voluntary sector partners</p> <p>to be carried out over a six year period from the date of first Occupation of the Development</p>

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 278 of the Highways Act 1980, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 4.5, 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 CONTRIBUTION**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 **CAR FREE**

- 4.2.1 To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to

- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.2.1 and 4.2.2 above shall remain in perpetuity.

4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

4.3 CONSTRUCTION MANAGEMENT PLAN

4.3.1 On or prior to the Implementation Date to:

- (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (b) submit to the Council for approval a draft Construction Management Plan.

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

- (a) received the Construction Management Plan Implementation Support Contribution in full; and
- (b) approved the Construction Management Plan as demonstrated by written notice to that effect.

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

4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.4 CONSTRUCTION MANAGEMENT PLAN BOND

4.4.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.

4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.

4.4.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.

4.4.4 The Owner must once notified by the Council in accordance with Clause 4.4.3 acknowledge the notice within 24 hours of being notified and:

(a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or

(b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers

a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).

4.4.5 In the event the Owner does not comply with the obligations in 4.4.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.4.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.

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

4.5 CONSTRUCTION PHASE WORKING GROUP

4.5.1 From the date of this Agreement 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; and
- (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).

4.5.1 To:

- (a) procure that the project manager for the Development (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) ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Construction Phase Working Group.

4.5.2 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.

4.5.3 To ensure 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.

4.5.4 To ensure 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).

4.5.5 In the event of the majority of members of the Construction Phase Working Group (having particular regard to the 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 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.

4.5.6 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.

4.6 DISABLED PARKING SPACE CONTRIBUTION

4.6.1 On or prior to the Implementation Date to pay to the Council the Disabled Parking Space Contribution in full.

4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Disabled Parking Space Contribution in full.

4.7 DELIVERY AND SERVICE MANAGEMENT PLAN

- 4.7.1 On or prior to Implementation to submit to the Council for approval the Delivery and Service Management Plan.
- 4.7.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Delivery and Service Management Plan as demonstrated by written notice to that effect.
- 4.7.3 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 and Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Delivery and Service Management Plan.

4.8 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 Skills and Supply Plan.

4.9 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.9.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.9.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.9.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy and 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 HIGHWAYS CONTRIBUTION

- 4.10.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Level Plans for approval.
- 4.10.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full; and
 - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.10.3 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 Highways 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 thirty days of the issuing of the said certificate pay to the Council the amount of the excess.

4.11 LOCAL EMPLOYMENT

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

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

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

a) at least 20% of the onsite workforce is comprised of local people residing in Camden;

b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development as follows:

i. exclusively with the Council's Construction Skills Centre for a minimum of 28 days of the recruitment period for the Development; and

ii. after the expiry of the advertising period specified in paragraph (i)(a) above, to work with the Council to advertise construction vacancies through the Council's Construction Skills Centre and with Central London Forward;

c) 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

- d) 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.

4.11.4 The Owner shall ensure that at all times during the Construction Phase no less than 1 construction apprentice shall be employed at the Development always ensuring each apprentice shall be:-

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

4.11.5 The Owner shall ensure that during the Construction Phase of the Development no less than 1 (one) paid work placements are provided at the Development for a minimum of four weeks for each placement paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>.

4.11.6 If the Owner is unable to provide the construction apprentice in accordance with Clause 4.11.4 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.

4.11.7 If the Owner is unable to provide the work placements in accordance with Clause 4.11.5 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.

4.11.8 Following the Occupation Date of the Development the Owner shall ensure that at all times it will (unless otherwise agreed with the Council) have in its employ no less than 2 (two) end use apprentices on a five (5) year rolling program 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

4.11.9 Following the Occupation Date the Owner shall ensure that no less than 5 (five) work experience opportunities are provided at the Development for a minimum of one week each for each placement to be brokered through the Council's STEAM team.

4.11.10 Following the Occupation Date the Owner shall ensure that all end use staff employed at the Property are paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation> ;

4.11.11 Notwithstanding the provisions in Clause 4.8 (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 shall:

- (a) throughout the Construction Phase provide a six-monthly statement setting out the details of candidates employed to Council's Construction Skills Centre and the Council's Inclusive Economy Team; and
- (b) and provide an annual statement setting out the details of candidates employed to the Council's Construction Skills Centre and the Council's Inclusive Economy Team for the occupation phase opportunities for 5 years.

4.12 LOCAL PROCUREMENT PLAN

- 4.12.1 On or prior to the Implementation Date to submit to the Council for approval the Local Procurement Plan.
- 4.12.2 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.
- 4.12.3 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.
- 4.12.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when that part of 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.

4.13 PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

- 4.13.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution in full.
- 4.13.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution in full.

4.14 PUBLIC REALM CONTRIBUTION

4.14.1 On or prior to the Implementation Date to pay to the Council the Public Realm Contribution in full.

4.14.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Realm Contribution in full.

4.15 SUSTAINABILITY PLAN

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

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

4.15.3 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.

4.15.4 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.

4.16 TRAVEL PLAN

4.16.1 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

4.16.2 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.

4.16.3 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 that part of the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

5 NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following the 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 2023/3419/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 2023/3419/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 2023/3419/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the 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 2023/3419/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement and its monitoring fees on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

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

7 COUNCIL OBLIGATIONS

7.1 The Council covenants with the Owner:

7.1.1 that it shall use any financial contribution received from the Owner pursuant to this Agreement for the purpose specified within this Agreement; and

7.1.2 if the financial contributions made under this Agreement have not been spent or committed for expenditure within 10 (ten) years from the Occupation Date the Council shall upon receipt of a written request by the Owner repay to the Owner such contributions which are unspent or uncommitted on the date of request.

8. **MORTGAGEE EXEMPTION**

8.1 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 and until it takes possession of the Property in which case it will be bound by the obligations in this Agreement as a person deriving title from the Owner.

9. **RIGHTS OF THIRD PARTIES**

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

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

Executed as a Deed by affixing)
of the common seal of **M&G Real Estate**)
Limited acting as attorney for **The**)
Prudential Assurance Company Limited)
in the presence of:-)

..... [Redacted]



Name of Sealing Officer: MARK GODDEN

Duly appointed authorised sealing officer
of M&G Real Estate Limited

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

[Redacted]

Authorised Signatory

[Redacted] JUDITH KNIGHT



SCHEDULE 1

PLANS

In the event of discrepancies between the information contained in this document and the information contained in the planning application, the information contained in the planning application shall prevail.

This plan is a site location plan for the proposed development. It is not a site plan and does not show the details of the proposed development. It is intended to provide a general overview of the site and its location within the surrounding area.

The information contained in this plan is for informational purposes only and should not be used as a basis for any legal or financial decisions. The information is subject to change without notice.

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Key Plan

Notes

Internal layouts are indicative only.

- Site Boundary
- Site Ownership Boundary

001	23.06.23	Site Plan	Issue
002	23.07.23	Planning Call for Evidence	
003	23.07.24	Planning Issue	
Rev.	TYMMDD	Description	

Checked by RV Approved by SW
A2 - AUTHORISED AND ACCEPTED
 PLANNING



London Office
 2 Waterloo Square
 London EC4A 3DF
 Tel: 020 7417 1000
 Fax: 020 7417 1001
 Email: info@oms.co.uk

Project: **2 Waterloo Square**
 Proposed Development:
 Planning
 Site Location Plan

Project Number: **2283**
 Drawing Number: **001**
 Date: **23.07.24**
 Scale: **1:1250**



SCHEDULE 2
DRAFT PLANNING PERMISSION



Application ref: 2023/3419/P
Contact: Christopher Smith
Tel: 020 7974 2788
Date: 9 January 2025

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

Gerald Eve LLP
1 Fitzroy Place
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:

2 Waterhouse Square
140 Holborn
London
EC1N 2ST

Proposal:

DECISION
Partial demolition, refurbishment and extension of existing office building to provide commercial floorspace (Class E) at 2 Waterhouse Square including external alterations, reconfiguration of entrances and servicing arrangements, new hard and soft landscaping, provision of cycle parking and other ancillary works.

Drawing Nos: Proposed Plans and Drawings (all Rev. C01 unless specified):

WHS-ORM-2W-00-DR-A-12001 Proposed Planning Site Location Plan

WHS-ORM-2W-00-DR-A-12600 (Rev. C02) Proposed Demolition Ground Floor Plan

WHS-ORM-2W-00-DR-A-12700 (Rev. C04) Proposed General Arrangement Ground Floor Plan

WHS-ORM-2W-01-DR-A-12601 Proposed Demolition First Floor Plan

WHS-ORM-2W-01-DR-A-12701 (Rev. C02) Proposed General Arrangement First Floor Plan

WHS-ORM-2W-02-DR-A-12602 Proposed Demolition Second Floor Plan

WHS-ORM-2W-02-DR-A-12702 (Rev. C02) Proposed General Arrangement Second Floor Plan

WHS-ORM-2W-03-DR-A-12603 Proposed Demolition Third Floor Plan

WHS-ORM-2W-03-DR-A-12703 (Rev. C02) Proposed General Arrangement Third Floor Plan

WHS-ORM-2W-04-DR-A-12604 Proposed Demolition Fourth Floor Plan

WHS-ORM-2W-04-DR-A-12704 (Rev. C02) Proposed General Arrangement Fourth Floor Plan
WHS-ORM-2W-05-DR-A-12605 Proposed Demolition Fifth Floor Plan
WHS-ORM-2W-05-DR-A-12705 (Rev. C02) Proposed General Arrangement Fifth Floor Plan
WHS-ORM-2W-06-DR-A-12606 Proposed Demolition Sixth Floor Plan
WHS-ORM-2W-06-DR-A-12706 (Rev. C02) Proposed General Arrangement Sixth Floor Plan
WHS-ORM-2W-07-DR-A-12707 (Rev. C02) Proposed General Arrangement Seventh Floor Plan
WHS-ORM-2W-AA-DR-A-12140 Proposed Planning Section A-A
WHS-ORM-2W-B1-DR-A-12699 Proposed Demolition Basement 1 Plan
WHS-ORM-2W-B1-DR-A-12799 (Rev. C02) Proposed General Arrangement Basement 1 Plan
WHS-ORM-2W-BB-DR-A-12141 Proposed Planning Section B-B
WHS-ORM-2W-CC-DR-A-12142 Proposed Planning Section C-C
WHS-ORM-2W-DD-DR-A-12143 Proposed Planning Section D-D
WHS-ORM-2W-EA-DR-A-12349 Proposed Planning Bay Study 10
WHS-ORM-2W-EA-DR-A-12350 Proposed Planning Bay Study 11
WHS-ORM-2W-EA-DR-A-12351 Proposed Planning Bay Study 12
WHS-ORM-2W-EA-DR-A-12352 Proposed Planning Bay Study 13
WHS-ORM-2W-EA-DR-A-12372 (Rev. C02) Proposed Planning R7 Heritage Block East Facade
WHS-ORM-2W-EE-DR-A-12144 Proposed Planning Section E-E
WHS-ORM-2W-LG-DR-A-12698 Proposed Demolition Lower Ground Floor Plan
WHS-ORM-2W-LG-DR-A-12798 (Rev. C02) Proposed General Arrangement Lower Ground Floor Plan
WHS-ORM-2W-NO-DR-A-12330 Proposed Planning North Elevation
WHS-ORM-2W-NO-DR-A-12331 (Rev. C03) Proposed Planning East Elevation
WHS-ORM-2W-NO-DR-A-12340 Proposed Planning Bay Study 01
WHS-ORM-2W-NO-DR-A-12341 Proposed Planning Bay Study 02
WHS-ORM-2W-NO-DR-A-12342 Proposed Planning Bay Study 03
WHS-ORM-2W-NO-DR-A-12343 Proposed Planning Bay Study 04
WHS-ORM-2W-NO-DR-A-12344 Proposed Planning Bay Study 05
WHS-ORM-2W-NO-DR-A-12345 Proposed Planning Bay Study 06
WHS-ORM-2W-NO-DR-A-12346 Proposed Planning Bay Study 07
WHS-ORM-2W-NO-DR-A-12347 Proposed Planning Bay Study 08
WHS-ORM-2W-NO-DR-A-12348 Proposed Planning Bay Study 09
WHS-ORM-2W-NO-DR-A-12371 Proposed Planning R7 Heritage Block North Facade
WHS-ORM-2W-RF-DR-A-12607 Proposed Demolition Roof Plan
WHS-ORM-2W-SO-DR-A-12332 Proposed Planning South Elevation
WHS-ORM-2W-SO-DR-A-12353 Proposed Planning Bay Study 14
WHS-ORM-2W-SO-DR-A-12370 Proposed Planning R6 Heritage Block South Facade
WHS-ORM-2W-WE-DR-A-12333 Proposed Planning West Elevation
WHS-ORM-2W-WE-DR-A-12354 Proposed Planning Bay Study 15
WHS-ORM-2W-WE-DR-A-12355 Proposed Planning Bay Study 16
WHS-ORM-2W-ZZ-DR-A-12360 Proposed Planning Entrance Elevations

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

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

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

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of five 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-

Proposed Plans and Drawings (all Rev. C01 unless specified):

WHS-ORM-2W-00-DR-A-12001 Proposed Planning Site Location Plan

WHS-ORM-2W-00-DR-A-12600 (Rev. C02) Proposed Demolition Ground Floor Plan

WHS-ORM-2W-00-DR-A-12700 (Rev. C04) Proposed General Arrangement
Ground Floor Plan

WHS-ORM-2W-01-DR-A-12601 Proposed Demolition First Floor Plan

WHS-ORM-2W-01-DR-A-12701 (Rev. C02) Proposed General Arrangement First
Floor Plan

WHS-ORM-2W-02-DR-A-12602 Proposed Demolition Second Floor Plan

WHS-ORM-2W-02-DR-A-12702 (Rev. C02) Proposed General Arrangement Second
Floor Plan

WHS-ORM-2W-03-DR-A-12603 Proposed Demolition Third Floor Plan

WHS-ORM-2W-03-DR-A-12703 (Rev. C02) Proposed General Arrangement Third
Floor Plan

WHS-ORM-2W-04-DR-A-12604 Proposed Demolition Fourth Floor Plan

WHS-ORM-2W-04-DR-A-12704 (Rev. C02) Proposed General Arrangement Fourth
Floor Plan

WHS-ORM-2W-05-DR-A-12605 Proposed Demolition Fifth Floor Plan

WHS-ORM-2W-05-DR-A-12705 (Rev. C02) Proposed General Arrangement Fifth
Floor Plan

WHS-ORM-2W-06-DR-A-12606 Proposed Demolition Sixth Floor Plan

WHS-ORM-2W-06-DR-A-12706 (Rev. C02) Proposed General Arrangement Sixth
Floor Plan

WHS-ORM-2W-07-DR-A-12707 (Rev. C02) Proposed General Arrangement
Seventh Floor Plan

WHS-ORM-2W-AA-DR-A-12140 Proposed Planning Section A-A

WHS-ORM-2W-B1-DR-A-12699 Proposed Demolition Basement 1 Plan

WHS-ORM-2W-B1-DR-A-12799 (Rev. C02) Proposed General Arrangement
Basement 1 Plan

WHS-ORM-2W-BB-DR-A-12141 Proposed Planning Section B-B

WHS-ORM-2W-CC-DR-A-12142 Proposed Planning Section C-C

WHS-ORM-2W-DD-DR-A-12143 Proposed Planning Section D-D

WHS-ORM-2W-EA-DR-A-12349 Proposed Planning Bay Study 10

WHS-ORM-2W-EA-DR-A-12350 Proposed Planning Bay Study 11

WHS-ORM-2W-EA-DR-A-12351 Proposed Planning Bay Study 12

WHS-ORM-2W-EA-DR-A-12352 Proposed Planning Bay Study 13
WHS-ORM-2W-EA-DR-A-12372 (Rev. C02) Proposed Planning R7 Heritage Block East Facade
WHS-ORM-2W-EE-DR-A-12144 Proposed Planning Section E-E
WHS-ORM-2W-LG-DR-A-12698 Proposed Demolition Lower Ground Floor Plan
WHS-ORM-2W-LG-DR-A-12798 (Rev. C02) Proposed General Arrangement Lower Ground Floor Plan
WHS-ORM-2W-NO-DR-A-12330 Proposed Planning North Elevation
WHS-ORM-2W-NO-DR-A-12331 (Rev. C03) Proposed Planning East Elevation
WHS-ORM-2W-NO-DR-A-12340 Proposed Planning Bay Study 01
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WHS-ORM-2W-NO-DR-A-12342 Proposed Planning Bay Study 03
WHS-ORM-2W-NO-DR-A-12343 Proposed Planning Bay Study 04
WHS-ORM-2W-NO-DR-A-12344 Proposed Planning Bay Study 05
WHS-ORM-2W-NO-DR-A-12345 Proposed Planning Bay Study 06
WHS-ORM-2W-NO-DR-A-12346 Proposed Planning Bay Study 07
WHS-ORM-2W-NO-DR-A-12347 Proposed Planning Bay Study 08
WHS-ORM-2W-NO-DR-A-12348 Proposed Planning Bay Study 09
WHS-ORM-2W-NO-DR-A-12371 Proposed Planning R7 Heritage Block North Facade
WHS-ORM-2W-RF-DR-A-12607 Proposed Demolition Roof Plan
WHS-ORM-2W-SO-DR-A-12332 Proposed Planning South Elevation
WHS-ORM-2W-SO-DR-A-12353 Proposed Planning Bay Study 14
WHS-ORM-2W-SO-DR-A-12370 Proposed Planning R6 Heritage Block South Facade
WHS-ORM-2W-WE-DR-A-12333 Proposed Planning West Elevation
WHS-ORM-2W-WE-DR-A-12354 Proposed Planning Bay Study 15
WHS-ORM-2W-WE-DR-A-12355 Proposed Planning Bay Study 16
WHS-ORM-2W-ZZ-DR-A-12360 Proposed Planning Entrance Elevations

3 Supporting Documentation:

Design and Access Statement, and Townscape Assessment (July 2023)
Planning Statement (November 2023)
Planning Report (July 2023)
Noise Impact Assessment (July 2023)
Sustainability Statement (August 2023)
Daylight, Sunlight and Overshadowing Report (July 2023)
Construction/Demolition Management Plan (July 2023)
Transport Assessment (July 2023)
Heritage Assessment (July 2023)
Statement of Community Involvement (August 2023)
Operational Waste Management Strategy (July 2023)
Drainage Strategy Report (October 2023)
Air Quality Assessment (October 2023)
Active Travel Zone Assessment Technical Note (November 2023)

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

- 4 All new external work to the listed parts of 2 Waterhouse Square 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.

- 5 Prior to commencement of development (with the exception of demolition, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:
- a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills and external doors and canopies;
 - b) Plan, elevation and section drawings, of all ground floor facades at a scale of 1:10;
 - c) Typical plan, elevation and section drawings of balustrading to terraces and balconies;
 - d) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and sample panels at a minimum of 1m x 1m of those materials (to be provided on site);
 - e) Details of cladding and façade treatment/louvres to any mechanical plant or machinery enclosures at roof terrace levels;
 - f) Typical elevation (minimum 2m x 2m in size) of each building including a glazed opening showing reveal and header detail and facing materials;
 - g) Details of relevant gates, railings, doors and louvres on all parts of the building which face the public realm.

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 for the relevant building.

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

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

- 7 The ground floor uses hereby permitted shall not be carried out outside the following times:

08:00 to 23:00 Mondays to Saturdays and 08:00 to 22:00 on Sundays and Bank Holidays.

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.

- 8 The external terraces for the proposed Class E use as shown on the approved drawings shall not be used outside of 08.00 to 21.00 hours Mondays to Saturdays.

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.

- 9 (a) Prior to commencement of development (with the exception of demolition) the development hereby approved shall submit an energy statement to the Local Planning Authority to be approved in writing demonstrating how reductions in carbon dioxide emissions at 'Be Green' have been maximised and a minimum 49.6% reduction in beyond Part L 2021 Building Regulations in line with the energy hierarchy has been achieved.
- (b) Prior to first occupation of the development hereby approved evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and these measures shall be retained and maintained for the lifetime of the development.

Reason: To ensure the development contributes to minimising the effects of and can adapt to a changing climate in accordance with policies CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 10 Prior to commencement of development (with the exception of demolition), 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 be submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system, including safe roof access arrangements, shall be provided. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

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

- 11 Prior to commencement of development (with the exception of demolition), a feasibility assessment with the aim of maximising the provision of solar photovoltaics and green and blue roofs should be submitted to the local planning authority and approved in writing. The building shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities and contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 12 Prior to commencement of development, a resource and waste management plan shall be submitted to and agreed in writing by the local planning authority. This shall include a pre-demolition audit and shall demonstrate how a minimum of 95% of construction and demolition waste will be reused/recycled/recovered. The development shall thereafter be delivered in accordance with the approved details.

Reason: To ensure all development optimise resource efficiency in accordance with policy CC1 of the London Borough of Camden Local Plan 2017.

- 13 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 Camden Local Plan policies A1 and CC4.

- 14 The external noise levels emitted from plant, machinery and/or equipment shall ensure that the rating level of the noise emitted from the proposed installation located at the site shall not exceed the existing background level at any noise sensitive premises when measured and corrected in accordance with BS4142:2014 +A1:2019 "Methods for rating and assessing industrial and commercial sound." with all machinery operating together at maximum capacity.

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

- 15 Prior to their first use, any machinery, plant or equipment required for the development hereby approved 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 thereafter.

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.

- 16 Prior to commencement of development (with the exception of demolition) the details of the proposed Emergency 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, with alternatives to diesel or oil fully considered and testing minimised. The flue from the generators shall be at least 1 metre above the height of the tallest building in a 20m radius. The maintenance and cleaning of the systems shall be undertaken regularly in accordance with manufacturer specifications. 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.

- 17 Noise emitted from the emergency plant and generators hereby permitted shall not increase the minimum assessed background noise level (expressed as the lowest 24-hour LA90, 15 mins) by more than 10 dB one metre outside any premises, and shall be operated only for essential testing, except when required due to an emergency loss of power. Testing of the emergency plant and generators hereby permitted may be carried out for up to one hour only in a calendar month, and only during the hours 09.00 to 17.00 hrs Monday to Friday and not at all on public holidays.

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

- 18 Prior to commencement of development (with the exception of demolition) the full details of the mechanical ventilation system including air inlet locations and confirmation of any filtration measures shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads or 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 with London Borough of Camden Local Plan 2017 Policy CC4.

- 19 Prior to the commencement of development (with the exception of demolition) the details of the bicycle parking layout and access arrangements for the development hereby approved shall be submitted to the Local Planning Authority for its written approval. The following bicycle parking spaces and arrangements shall be shown:

- * 422 long-stay and 16 short-stay spaces
- * Details of stands which should include a mix of Sheffield and two-tier stands and spaces for larger cycles to be parked
- * Locations of showers, lockers, changing and drying facilities
- * Lift, door, wheeling ramp and other access arrangement details

The approved facilities shall be provided in their entirety prior to first occupation of the development and thereafter be permanently maintained and retained.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with Camden Local Plan policies T1 and T2, and CPG Transport.

- 20 No development (with the exception of demolition) shall take place until full details of hard and soft landscaping of all terrace areas within the development have been submitted to and approved by the local planning authority in writing. The relevant part of the works shall not be carried out otherwise than in accordance with the approved details and maintained as such thereafter. Any trees or areas of planting within the development site which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

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

- 21 Prior to the commencement of any works on site details demonstrating how trees to be retained in the local area shall be protected during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees near to the site shall be retained and protected from damage in accordance with the approved tree protection details.

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

- 22 Prior to commencement of development (with the exception of demolition), a plan detailing bird and bat box locations and types shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter permanently retained.

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

- 23 Prior to the commencement of development (with the exception of demolition) details of the proposed lighting scheme, to include a lux levels plan, shall be submitted to and approved in writing by the Local Planning Authority. The approved lighting scheme and mitigation measures should be implemented in accordance with the approved details prior to occupation and retained and maintained as such thereafter.

Reason: In the interest of ecology, visual amenity and promoting a safe and secure environment in accordance with policies A1, A2, A3 and C5 of the Camden Local Plan 2017.

- 24 The sustainable drainage system as approved in Drainage Strategy Report, Rev. 05 November 2023 by Heyne Tillett Steel shall be installed as part of the development 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 to achieve 76.3 l/s run-off rates in a 1:100 year storm with a 40% provision for climate change (74% betterment in existing run-off rates). The system shall include volumes of at least 355.89m³ of blue roofs and an attenuation tank of 74.6m³ as stated in the approved document and drawings and shall thereafter be retained and maintained in accordance with the approved maintenance plan.

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.

- 25 Prior to occupation, evidence that the system has been implemented in accordance with the approved details as part of the development shall be submitted to the Local Planning Authority and approved in writing. The systems shall thereafter be retained and maintained in accordance with the approved maintenance plan by a named maintenance owner.

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.

- 26 Prior to commencement of development (with the exception of demolition) evidence shall be submitted to the Local Planning Authority to be agreed in writing demonstrating the 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 in accordance 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.

- 27 Prior to commencement of development (with the exception of demolition) details, drawings and data sheets showing the location, Seasonal Performance Factor of at least 2.5 (or COP of 4 or more or SCOP of 3.4 or more) and Be Green stage carbon saving of the air source heat pumps and associated equipment to be installed on the building, shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system, including safe access arrangements, shall be provided. The equipment shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter

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

- 28 Prior to commencement of development (with the exception of demolition) a feasibility assessment for rainwater/greywater recycling should be submitted to and approved in writing by the local planning authority. If considered feasible, details shall be submitted to the local authority and approved in writing prior to the commencement of above ground works. The development shall thereafter be constructed in accordance with the approved details.

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

- 29 Prior to commencement of development (with the exception of demolition) details of locations and management of CCTV cameras at entrances to the development and around the building works hereby approved shall be submitted to the Local Planning Authority for its written approval. Details shall also be submitted of the design, siting, hours of opening/closing and other relevant management arrangements for gates to new entrances that form part of the development hereby approved. Once agreed in writing, the development shall thereafter be constructed and managed in accordance with the approved details.

Reason: To ensure the development is well-designed and is safe and secure in accordance with policies A1 and C5 of the Camden Local Plan 2017.

- 30 For the avoidance of doubt and notwithstanding any details shown on the drawings hereby approved the ground floor unit facing onto Leather Lane shall only be used for activities within the Class E use class and for no other purposes including as a bar or other form of drinking establishment.

Reason: To comply with Policy A1 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 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.
- 4 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.

- 5 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.
- 6 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).
- 7 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. Further restrictions to these times may be required by the approved Demolition/Construction Management Plans. 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.

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

SCHEDULE 3

Pro Forma Construction Management Plan

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk>

Please use the Minimum Requirements (also available on the Council's website) as guidance for what is required in the CMP and then download the Construction Management Plan

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

SCHEDULE 4
LOCAL PROCUREMENT STRATEGY

1. INTRODUCTION

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

4. The main contractor should include a written statement in the tender documentation sent out to sub-contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

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

Facilities Management

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

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

SCHEDULE 5
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.