

DATED 16th October 2024

(1) TRUSTEES OF THE BRITISH MUSEUM

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
BRITISH MUSEUM GREAT RUSSELL STREET LONDON WC1E 7JW

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**

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 3935

CONTENTS

1. Recitals
2. Definitions
3. Construction
4. Obligations of the Owner
 - i. Car Capped
 - ii. Carbon offset Contribution
 - iii. Construction Management Plan
 - iv. Construction Management Plan Bond
 - v. Construction Working Group
 - vi. Delivery Plan
 - vii. Demolition Works Management Plan
 - viii. Employment Skills and Supply Plan
 - ix. Energy Efficiency and Renewable Energy Plan
 - x. Highways Works Contribution
 - xi. Local Employment
 - xii. Local Procurement
 - xiii. Micromobility Improvement Contribution
 - xiv. Sustainability Plan
 - xv. Travel Plan
5. Notice to the Council/Other Matters
6. General Provisions
7. Mortgagee Exemption
8. Joint and Several Liability
9. Rights of Third Parties

SCHEDULES

Schedule 1 – Plans

Schedule 2 – Draft Planning Permission and Listed Building Consent

Schedule 3 – Construction Management Plan

Schedule 4 – Local Procurement Strategy

Schedule 5 – Travel Plan

THIS AGREEMENT is made the 16th day of October 2024

B E T W E E N:

A. **TRUSTEES OF THE BRITISH MUSEUM** of British Museum Great Russell Street London WC1B 3DG (hereinafter called "the Owner") of the first part

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

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL858468.

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 30 October 2023 and the Council resolved to grant permission conditionally under reference number 2023/4648/P subject to the conclusion of this legal Agreement.

1.4 An Application for Listed Building Consent for the development of the Property was submitted to the Council and validated on 30 October 2023 and the Council resolved to grant listed building consent under reference number 2023/4903/L.

1.5 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.

- 1.6 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Council considers that the planning obligations secured by this Agreement comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Application for Listed Building Consent"	an application for Listed Building Consent in respect of the Development of the Property submitted to the Council carrying reference 2023/4903/L and validated on 30 October 2023 for which a resolution to grant consent has been passed
2.4	"Apprenticeship"	means a period of formal training whilst in paid employment and in respect of the Development an Apprentice or Apprenticeship shall be deemed to have been provided where a person employed under apprenticeship terms works on the Development for a period of not less than 15 months during the duration of the Demolition Works and/or the Construction Phase or as might otherwise be approved by the Council pursuant to the Apprenticeships Strategy
2.5	"Apprenticeships Strategy"	a strategy for the provision of apprenticeship opportunities within the Owner's broader operations and estate (which need not be limited to works associated with the Development) including the following:

		<ol style="list-style-type: none"> 1) creating construction apprenticeship opportunities to be undertaken during the duration of the Demolition Works and/or the Construction Phase of the Development; 2) creating apprenticeship opportunities for London Borough of Camden residents within the Owner's broader operations and supply chain; 3) creating internships for the London Borough of Camden residents at the museum, paid at London Living Wage (as set out at https://www.livingwage.org.uk/calculation) specifically for young people living in or with a connection to Camden with experience of care, young people who are known to the youth justice system, young people with SEND/Disabled young people
2.6	"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.7	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.8	"Camden Spark"	Camden's Cultural Education Partnership, an Arts Council England initiative to bring schools together to work in partnership with their local cultural organisations
2.9	"Carbon Offset Contribution"	the sum of £17,175 (seventeen thousand one hundred and seventy-five pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Development
2.10	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.11	"the CMP/DMP"	the sum of £4,194 (four thousand one hundred and ninety-

	Implementation Support Contribution"	four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and the draft Demolition Works Management Plan and verification of the proper operation of the approved Construction Management Plan and the Demolition Works Management Plan during the Construction Phase
2.12	"the Construction Apprentice Default Contribution"	the sum of £20,000 per Apprenticeships being payment for each Apprentice required to work on the under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction apprentice provision
2.13	"the Construction Apprentice Support Contribution"	the sum of £45,900.00 (forty five thousand nine hundred pounds) being 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 27 apprentices
2.14	"Construction Management Plan"	<p>a plan or plans setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the Third Schedule hereto to ensure the Construction Phase (following the Demolition Works) 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 building out of the Development;</p>

		<p>(b) proposals to ensure the protection and preservation of the listed building during the Construction Phase (other than the Demolition Works);</p> <p>(c) proposals to ensure there are no adverse effects on the Conservation Area features beyond those identified by the Council in determining the Planning Application and application for the Listed Building Consent (as set out in the committee report presented to the Council's planning committee on 21 March 2024);</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> <p>(h) contact details for effecting notice pursuant to clause 4.4.3 which for the avoidance of doubt may require contact to be effected by way of email and or phone calls to no fewer than two specified contacts</p>
--	--	---

2.15	"the Construction Management Plan Bond"	the sum of £8000 (eight thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan and/or the Demolition Works Management Plan following the procedures set out in clause 4.4
2.16	"the Construction Phase"	the whole period between (a) the Implementation Date and (b) the date of issue of the Certificate of Practical Completion and for the avoidance of doubt includes the Demolition Works
2.17	"the 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
2.18	"the Construction Work Placement Default Contribution"	the sum of £804.00 (eight hundred and four pounds) being payment for each work placement required to be delivered under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of work placement provision
2.19	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.20	"the Council's Construction Skills Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.21	"Delivery Plan"	a plan setting out detailed measures to facilitate the removal

		<p>of all buildings and structures required to be demolished as part of the Development and the construction of the Development within the time period set out in Clause 4.6 of this Agreement including (but not limited to):-</p> <p>a) the time periods for demolition and removal;</p> <p>b) the location of interim services (if any);</p> <p>c) the time period including regular updates for construction of each building forming part of the Development;</p> <p>d) identifying means of ensuring the provision of information to the Council on a regular basis and provision of a mechanism for review and update as required from time to time</p>
2.22	"Demolition Works"	<p>means the works comprising the taking down of structures and clearance and removal of the Existing Buildings (or any part thereof but excluding internal non-structural works of removal) at the Property which are required to be demolished pursuant to the Development</p>
2.23	"Demolition Works Management Plan"	<p>a plan or plans setting out the measures that the Owner will adopt in undertaking the Demolition Works using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the Third Schedule hereto to ensure the Demolition Works 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 Demolition Works;</p> <p>(b) proposals to ensure the protection and preservation of the listed buildings while the Demolition Works are</p>

		<p>being carried out;</p> <p>(c) proposals to ensure there are no adverse effects on the Conservation Area features as a result of the Demolition Works beyond those identified by the Council in determining the Planning Application and application for the Listed Building Consent (as set out in the committee report presented to the Council's planning committee on 21 March 2024);</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 waste in connection with the Demolition Works; 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>
2.24	"the Development"	erection of new energy centre incorporating maintenance support accommodation to internal West Road, new substation off Montague Street, all together with associated internal and external works, service runs, erection of plant, landscaping, and temporary works associated with construction following demolition of existing energy centre to

		<p>internal West Road and removal of temporary buildings to the south of the existing energy centre on the internal West Road and to the north and east of the White Wing facing Montague Street as shown on drawing numbers:-</p> <p>10771-WW-SE-01-DR-A-1171 rev P4; 10771-WW-SE-02-DR-A-1172 rev P4; 10771-WW-SE-RF-DR-A-1173 rev P4; 10771-WW-SE-XX-DR-A-1270 rev P4; 10771-WW-SE-XX-DR-A-1271 rev P4; 10771-WW-SE-XX-DR-A-1370 rev P4; 10771-WW-SE-XX-DR-A-1371 rev P4; 10771-WW-SE-XX-DR-A-1372 rev P4; 10771-WW-SE-XX-DR-A-1374 rev P4; 10771-WW-SE-01-DR-A-1671 rev P4; 10771-WW-SE-02-DR-A-1672 rev P4; 10771-WW-SE-RF-DR-A-1673 rev P4; 10771-WW-SE-XX-DR-A-1780 rev P4; 10771-WW-SE-XX-DR-A-1781 rev P4; 10771-WW-SE-XX-DR-A-1870 rev P4; 10771-WW-SE-XX-DR-A-1871 rev P4; 10771-WW-SE-XX-DR-A-1872 rev P4; 10771-WW-SE-XX-DR-A-1874 rev P4; 10771-WW-SE-01-DR-A-2171 rev P6; 10771-WW-SE-03-DR-A-2173 rev P6; 10771-WW-SE-01-DR-A-2174 rev P6; 10771-WW-SE-XX-DR-A-2270 rev P6; 10771-WW-SE-XX-DR-A-2271 rev P6; 10771-WW-SE-XX-DR-A-2272 rev P6; 10771-WW-SE-01-DR-A-2370 rev P6; 10771-WW-SE-01-DR-A-2371 rev P6; 10771-WW-SE-01-DR-A-2372 rev P6; 10771-WW-SE-01-DR-A-2374 rev P6; 10771-WW-SE-XX-DR-A-2272 rev P6; 10771-WW-SE-XX-DR-A-2370 rev P6; 10771-WW-SI-RF-DR-A-1030 rev P4; 10771-WW-SW-RF-DR-A-1031 rev P4; 10771-WW-SW-01-DR-A-1131-rev P4; 10771-WW-SW-02-DR-A-1132 rev P4; 10771-WW-SW-03-DR-A-1133 rev P4; 10771-WW-SW-04-DR-A-1134 rev P4; 10771-WW-SW-05-DR-A-1135 rev P4; 10771-WW-SW-05-DR-A-1135 rev P4; 10771-WW-SW-06-DR-A-1136 rev P4; 10771-WW-SW-RF-DR-A-1137 rev P4; 10771-WW-SW-XX-DR-A-1230 rev P4; 10771-WW-SW-XX-DR-A-1231 rev P4; 10771-WW-SW-XX-DR-A-1232 rev P4; 10771-WW-SW-XX-DR-A-1233 rev 4; 10771-WW-SW-XX-DR-A-1233 rev P4; 10771-WW-SW-XX-DR-A-1234 rev P4; 10771-WW-SW-XX-DR-A-1330 rev P4;</p>
--	--	---

		<p>10771-WW-SW-XX-DR-A-1331 rev P4; 10771-WW-SW-XX-DR-A-1332 rev P4; 10771-WW-SW-XX-DR-A-1333 rev P4; 10771-WW-SI-RF-DR-A-1600 rev P2; 10771-WW-SW-01-DR-A-1651 rev P4; 10771-WW-SW-02-DR-A-1652 rev P4; 10771-SW-03-DR-A-1653 rev P4; 10771-WW-SW-03-DR-A-1653 rev P4; 10771-SW-04-DR-A-1653 rev P4; 10771-WW-SW-04-DR-A-1654 rev P4; 10771-WW-SW-05-DR-A-1655 rev P4; 10771-WW-SW-06-DR-A-1656 rev P4; 10771-WW-SW-RF-DR-A-1657 rev P4; 10771-WW-SW-XX-DR-A-1750 rev P4; 10771-WW-SW-DR-A-1751 rev P4; 10771-WW-SW-XX-DR-A-1652 rev P4; 1071-WW-SW-XX-DR-A-1754 rev P4; 1071-WW-SW-XX-DR-A-1850 rev P4; 10771-WW-SW-XX-DR-A-1851 rev P4; 10771-WW-SW-XX-DR-A-1852 rev P4; 10771-WW-SW-XX-DR-A-1852 rev P4; 10771-WW-SW-XX-DR-A-1853 rev P4; 10771-WW-SW-XX-DR-A-1900 rev P4; 10771-WW-SW-XX-DR-A-1901 rev P4; 10771-WW-SW-XX-DR-A-1902 rev P2; 10771-WW-SW-XX-DR-A-1903 rev P2; 10771-WW-SW-XX-DR-A-1904 rev P1; 10771-WW-SW-XX-DR-A-1905 rev P1; 10771-WW-SW-XX-DR-A-1908 rev P1; 10771-WW-SW-XX-DR-A-1909 rev P1; 10771-WW-SW-XX-DR-A-1910 rev P1; 10771-WW-SI-RF-DR-A-2030-rev P4; 10771-WW-SW-RF-DR-A-2031 rev P4; 10771-WW-SW-01-DR-A-2141 rev P4; 10771-WW-SW-02-DR-A-2142 rev P4; 10771-WW-SW-03-DR-A-2143 rev P4; 10771-WW-SW-04-DR-A-2144 rev P4; 10771-WW-SW-05-DR-A-2145 rev P4; 10771-WW-SW-06-DR-A-2146 rev P4; 10771-WW-SW-RF-DR-A-2147 rev P4; 10771-WW-SW-XX-DR-A-2240 rev P4; 10771-WW-SW-XX-DR-A-2241 rev P4; 10771-WW-SW-XX-DR-A-2241 rev P4; 10771-WW-SW-XX-DR-A-2242 rev P4; 10771-WW-SW-XX-DR-A-2242 rev P4; 10771-WW-SW-XX-DR-A-2243 rev P4; 10771-WW-SW-XX-DR-A-2243 rev P4; 10771-WW-SW-XX-DR-A-2244 rev P4; 10771-WW-SW-XX-DR-A-2245 rev P4; 10771-WW-SW-XX-DR-A-2246 rev P4; 10771-WW-SW-XX-DR-A-2340 rev P4; 10771-WW-SW-XX-DR-A-2341 rev P4; 10771-WW-SW-XX-DR-A-2342 rev P4; 10771-WW-SW-XX-DR-A-2343 rev P4;</p>
--	--	---

		<p>10771-WW-DI-01-DR-A-1180 rev P3; 10771-WW-DI-01-DR-A-1181 rev P3; 10771-WW-DI-01-DR-A-1182 rev P3; 10771-WW-DI-01-DR-A-1183 rev P3; 10771-WW-DI-01-DR-A-1184 rev P3; 10771-WW-DI-01-DR-A-1185 rev P3; 10771-WW-DI-01-DR-A-1186 rev P3; 10771-WW-DI-01-DR-A-1187 rev P3; 10771-WW-DI-01-10771-WW-DI-01-DR-A-1188 rev P3; 10771-WW-DI-01-DR-A-1680 rev P3; 10771-WW-DI-01-DR-A-1681 rev P3; 10771-WW-DI-01-DR-A-1682 rev P3; 10771-WW-DI-01-DR-A-1683 rev P3;</p> <p>107</p> <ul style="list-style-type: none"> - or as might be updated or varied from time to time pursuant to amendments to the Planning Permission or as a result of the discharge of any planning conditions imposed thereon.
2.25	"the Employment Skills and Supply Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment and procurement opportunities relating to the Development and for it to satisfy the obligations contained in clause 4.8 of this Agreement through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> (a) ensuring advertising of all construction vacancies exclusively through the Council's Construction Skills Centre in the first instance and only promoting more widely if a candidate cannot be found within 28 days through the Council's Construction Skills Centre; (b) during the Construction Phase to use reasonable endeavours to procure at least 20% of the onsite workforce is comprised of local people residing in Camden; (c) to ensure the provision of a cumulative total of 27 construction apprenticeships; (d) measures intended to achieve the provision during the Construction Phase of no less than 2 work

		<p>placements;</p> <p>(e) work with Camden Spark to deliver work experience placements during STEAM work experience week (July 2025);</p> <p>(f) work with Camden's Disability Job Hub to create paid work opportunities for local disabled people;</p> <p>(g) ensure that during the Construction Phase of the Development the Owner supports the Good Work Camden programme and engages with Camden's Disability Job Hub specifically for:</p> <ul style="list-style-type: none"> i. advertising vacancies in partnership with Good Work Camden, Camden's Disability Job Hub and their relevant local employment support providers to create pathways into knowledge economy jobs; ii. promoting employee mentoring and volunteering with Camden, and specifically through social value corporate partnerships locally; iii. committing to attend job fairs to promote opportunities to local residents; iv. committing where possible to providing supported employment opportunities, such as supported internships, etc. <p>h) working with the Camden Climate Change Alliance;</p> <p>i) commit to following the Local Procurement Strategy as set out in the Fourth Schedule to this Agreement; and</p> <p>j) the Council is provided with a detailed six-monthly</p>
--	--	--

		<p>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.</p>
2.26	<p>"the Energy Efficiency and Renewable Energy Plan"</p>	<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> <ul style="list-style-type: none"> a) the incorporation of the measures set out in the submission document entitled Energy and Sustainability Statement_v05 (Steensen Varming Ltd., February 2024) with a target of achieving an Excellent rating and attaining at least 74% of credits in Energy, 67% of credits in Water and 64% of credits in Materials categories; b) to achieve net zero carbon through the payment of a carbon offset contribution for the remaining carbon emissions after required on site reductions; c) to achieve an overall 36% reduction in on-site carbon emissions beyond the Part L 2021 baseline; d) a minimum 23% Be Lean stage reduction through energy efficiency; e) a minimum 13% Be Green stage reduction through on site renewable energy. The Owner shall use reasonable endeavours to improve this figure to 20%; 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

		<p>guidance);</p> <p>g) use reasonable endeavours to reduce the Development's carbon emissions from renewable energy technologies located on the Development ensuring the Owner will meet the target reduction in carbon emissions in relation to the Development using a combination of complementary low and zero carbon technologies, and to provide further details (including detailed drawings, any necessary surveys and system specifications) of the proposed works; and</p> <p>h) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Development including:</p> <ul style="list-style-type: none"> i. safeguarded space for a future heat exchanger; ii. provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date; iii. the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger; iv. provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the district heating network would be made; and v. Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network.
--	--	---

		<p>i) 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>
2.27	"the Existing Buildings"	<p>the existing Energy Centre to internal West Road and temporary buildings to the south of the existing energy centre on the internal West Road and to the north and east of the White Wing facing Montague Street</p>
2.28	"Force Majeure"	<p>means strikes lock-outs inclement weather or acts of God PROVIDED THAT the same could not reasonably have been avoided or provided against by the Owners their contractors or agents, is not due to the negligence or default of the Owners and that the Owners take or have taken such steps necessary to mitigate any delay in accordance with the principles of common law and so far as reasonably practicable</p>
2.29	"the Highways Works Contribution"	<p>the sum of £20,000 (twenty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Development such works to include the following ("the Highways Works"):-</p> <p style="padding-left: 40px;">a) remedial works of any damage caused to the highway by the construction vehicles in the vicinity of the site</p> <p style="padding-left: 40px;">b) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers</u></p>

		<u>costs</u>
2.30	"the Implementation Date"	<p>the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly PROVIDED ALWAYS THAT none of the following shall be construed to amount to a material operation for the purposes of this Agreement:</p> <ul style="list-style-type: none"> (a) non-invasive investigations and/or site survey works (b) diversion and/or decommissioning of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services comprising the following works: <ul style="list-style-type: none"> a. disconnect and divert incoming low temperature hot water services b. disconnect and remove heating ventilation and air conditioning equipment c. disconnect incoming electrical supplies and divert cables passing through the relevant parts of the Property d. disconnect internal water supply e. disconnect fire alarm f. disconnect security equipment g. strip out internal services prior to demolition h. diversion of cabling and ducting (c) non-intrusive preparatory works for construction vehicles comprising: <ul style="list-style-type: none"> a. installation of movable directional hoarding into site with banksmen activities b. installation of temporary protection to local structures for vehicle impact

		<p>mitigation</p> <p>c. installation of temporary window coverings</p> <p>(d) construction of temporary boundary fencing or hoardings;</p> <p>(e) temporary diversion of highways;</p> <p>(f) works of site clearance (excluding for the avoidance of doubt any Demolition Works);</p> <p>(g) removal of existing south west portacabin building</p> <p>(h) removal of link tunnels between existing buildings on the Property</p> <p>(i) creation of temporary means of escape</p>
2.31	"the Improvement Works"	all works and associated measures required to improve cycle/e-scooter hire services to provide additional capacity for parking of dockless rental e-bikes and rental e-scooters in the vicinity of the Development 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 <u>excludes any statutory undertakers costs</u>
2.32	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Development and the Public Highway
2.33	"Listed Building Consent"	a listed building consent under reference number 2023/4903/L
2.34	"the 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) use reasonable endeavours to incorporate measures set out in the Local Procurement Strategy annexed to the Fourth Schedule hereto; and</p> <p>(b) measures to ensure provision of a programme during the construction of the Development to</p>

		provide opportunities for local businesses in accordance with the Council's Local Procurement Strategy
2.35	"the Micromobility Contribution"	the sum of £5,000 (five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of the Improvement Works
2.36	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.37	"the Parties"	mean the Council and the Owner
2.38	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 30 October 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/4648/P subject to conclusion of this Agreement
2.39	"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
2.40	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.41	"the Property"	the land known as British Museum, Great Russell Street, London, WC1E 7JW the same as shown shaded grey on the plan annexed hereto
2.42	"the Public Highway"	any carriageway footway and/or verge maintainable at public expense
2.43	"the Sustainability Plan"	a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:- a) achieve the targets set out in the submission document entitled Energy and Sustainability Statement_v05 (Steensen Varming Ltd., February

		<p>2024) by including a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent rating and attaining at least 74% of credits in Energy, 67% of credits in Water and 64% of credits in Materials categories;</p> <p>b) 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>(a) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(b) 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>(c) 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>
2.44	"the Travel Plan"	a plan setting out a package of measures to be adopted by

		<p>the Owner in the management of the Development with a view to inter alia reducing trips in motor vehicles to and from the Development and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <ul style="list-style-type: none"> (a) the elements set out in the Fifth Schedule hereto; (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council; (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date; (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council; (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time
2.45	"the Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the

		Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
2.46	"the 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> <ul style="list-style-type: none"> (i) the monitoring comment advice and approval (where appropriate) on the Owner's draft Travel Plan; and (ii) provision of measures within the Travel Plan such as cycle skills training, Camden's cycle loan scheme and walking initiatives delivered by the Council or voluntary sector partners <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 (other than a statutory undertaker whose interest in the Property relates to the furtherance of its statutory undertaking against whom the obligations in this Agreement shall not be enforceable) 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, 4.6, 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 and the Listed Building Consent on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" in accordance with Clause 4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR CAPPED

The Owner hereby covenant with the Council as follows:

- 4.1.1 To ensure that prior to Occupying any part of the Development, each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled person's 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; nor
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to Occupy or use (or permit the Occupation or use of) any part of the Development at any time during which the occupier of that part of the Development holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a commercial 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 and save for where the occupier in question holds a residential parking permit) during its use of the Development.

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

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department where relevant), identifying those units that in the Owner's opinion are affected by the Owner's obligations in clauses 4.1.1 and 4.1.2.

4.2 CARBON OFFSET CONTRIBUTION

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

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

4.3 CONSTRUCTION MANAGEMENT PLAN

4.3.1 On or prior to the Implementation Date to 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 approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.3.2 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal practicable impact on and disturbance to the surrounding environment and highway network.
- 4.3.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance (having regard to the nature of the breach).

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 in full accordance with the methodology specified within the approved Construction Management Plan unless amended by way of prior written notice to which the Council has given its written consent.
- 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 in full accordance with the methodology specified within the approved Construction Management Plan unless

amended by way of prior written notice to which the Council has given its written consent 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 and/or the Demolition Works 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/or the Demolition Works 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
- (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)

4.5.2 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" – who for the avoidance of doubt may be the same person as the project manager referred to at clause 4.5.2(a) above) 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.

4.5.3 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Construction Phase Working Group to all members of the group.

- 4.5.4 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.
- 4.5.5 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).
- 4.5.6 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 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.
- 4.5.7 To provide at its own expense throughout the Construction Phase of the Development:
- (a) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity a telephone complaints service that shall be available to local residents; and

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

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

4.6 DELIVERY PLAN

- 4.6.1 On or prior to the Implementation Date to provide to the Council for approval a draft Delivery Plan.
- 4.6.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Delivery Plan as demonstrated by written notice to that effect.
- 4.6.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Delivery Plan.
- 4.6.4 To ensure that within seven calendar years of the date of Implementation (or such longer period as may be agreed in writing by the Council having regard to the circumstances) to ensure the Development has been completed as confirmed by the Certificate of Practical Completion issued in respect thereof PROVIDED THAT in the event of the completion of the Development being unavoidably delayed by any Force Majeure for which the Owner can show to the Council's reasonable satisfaction that it is not responsible then the period referred to in this clause for full implementation and completion of the Development shall be extended by a period either equivalent to the period or periods of delay by the aforementioned cause or causes or by a period of six months, whichever is the lesser.

4.7 DEMOLITION WORKS MANAGEMENT PLAN

4.7.1 Prior to carrying out any Demolition Works to

- (a) pay to the Council the CMP/DMP Implementation Support Contribution in full; and**
- (b) submit to the Council for approval a draft Demolition Works Management Plan.**

4.7.2 Not to carry out or permit the carrying out of any Demolition Works until such time as the Council has

- (a) the CMP/DMP Implementation Support Contribution has been paid to the Council in full;**
- (b) approved the Demolition Works Management Plan as demonstrated by written notice to that effect.**

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

4.7.4 To ensure that the Demolition Works shall not be carried out otherwise than in strict accordance with the requirements of the Demolition Works Management Plan and not to permit the carrying out of any Demolition Works at any time when the requirements of the Demolition Works 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 (having regard to the nature of the breach).

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 forthwith shall take any steps required to remedy such non-compliance (having regard to the nature of the breach).
- 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 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 accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.10 HIGHWAYS WORKS 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 fourteen 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:

- 4.11.1.1 submit to the Council for approval the Apprenticeship Strategy;
- 4.11.1.2 pay the Council the Construction Apprentice Support Contribution in full.

4.11.2 Not to Implement nor allow Implementation of the Development until:-

- 4.11.2.1 such time as the Council has approved the Apprenticeship Strategy as demonstrated by written notice to that effect;

4.11.2.2 the Apprentice Support Contribution has been paid to the Council in full.

4.11.3 The Owner shall work in partnership with (i) the Council's Construction Skills 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 (b)(i) above, to work with the Council to advertise construction vacancies through the Council's Construction Skills Centre.
- d) that the Council's Construction Skills Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Council's Construction Skills Centre and employed during the Construction Phase.

4.11.4 The Owner shall ensure that at all times during the Construction Phase no less than 27 construction apprentices (or such other approved mix of apprenticeship and intern opportunities as might be set out within the approved Apprenticeship Strategy) 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 2 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 apprentices (or such other approved mix of apprenticeship and intern opportunities as might be set out within the approved Apprenticeship Strategy) 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 number of individual apprentice placements not provided) 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 Notwithstanding the provisions in Clause 4.11 (above) of this Agreement, during the Construction Phase the Owner shall provide employment opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Council's Construction Skills Centre.

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 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 (having regard to the nature of the breach).
- 4.12.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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 MICROMOBILITY IMPROVEMENT CONTRIBUTION

- 4.13.1 On or prior to the Implementation Date to pay to the Council the Micromobility Contribution in full.
- 4.13.2 Not to Implement or to allow Implementation until such time as the Council has received the Micromobility Contribution in full.

4.14 SUSTAINABILITY PLAN

- 4.14.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.14.2 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.

4.14.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.

4.14.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.15 TRAVEL PLAN

4.15.1 On or prior to the Occupation Date to:-

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

4.15.2 Not to Occupy or permit Occupation of any part of the Development until such time as:

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full.

4.15.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

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

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2023/4648/P the date upon which the Development will be ready for Occupation.
- 5.3 The Parties shall act in good faith and shall co-operate with one another 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 PROVIDED ALWAYS THAT no such charge shall be levied in the case of requesting proof of compliance, partial compliance or ongoing compliance (as and if appropriate) from the Planning Obligations Monitoring Officer.
- 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 2023/4648/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 2023/4648/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 AllIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP 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.

- 5.11 Where this Agreement requires the approval of the Council then such approval shall not be unreasonably withheld or delayed.
- 5.12 Where any contribution(s) paid under this Agreement has not been spent (in the case of the Construction Apprentice Default Contribution) or allocated for expenditure (in the case of all other contributions) by the Council by the relevant dates specified in clauses 5.12.1 and 5.12.2 below ("the Repayment Date") then the Council shall repay the relevant contribution(s) to the person who made payment thereof within 20 Working Days of the Repayment Date:
- 5.12.1 in respect of the Construction Apprentice Default Contribution the date of issue of the Certificate of Practical Completion
 - 5.12.2 in respect of all other contributions ten calendar years from the date of payment being 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 2023/4648/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.

- 6.5 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.
- 6.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

7. **MORTGAGEE EXEMPTION**

- 7.1 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 it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed the day and year first before written

EXECUTED as a deed by)
by affixing the common seal of)
THE TRUSTEES OF THE BRITISH MUSEUM)
in the presence of:)

Authorised Signatory *N. Foster*

Authorised Signatory *Jessica James-Jones*

1430

**CONTINUATION OF S106 AGREEMENT IN RELATION TO
BRITISH MUSEUM GREAT RUSSELL STREET LONDON WC1E 7JW
(South West Energy Centre)**

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


.....

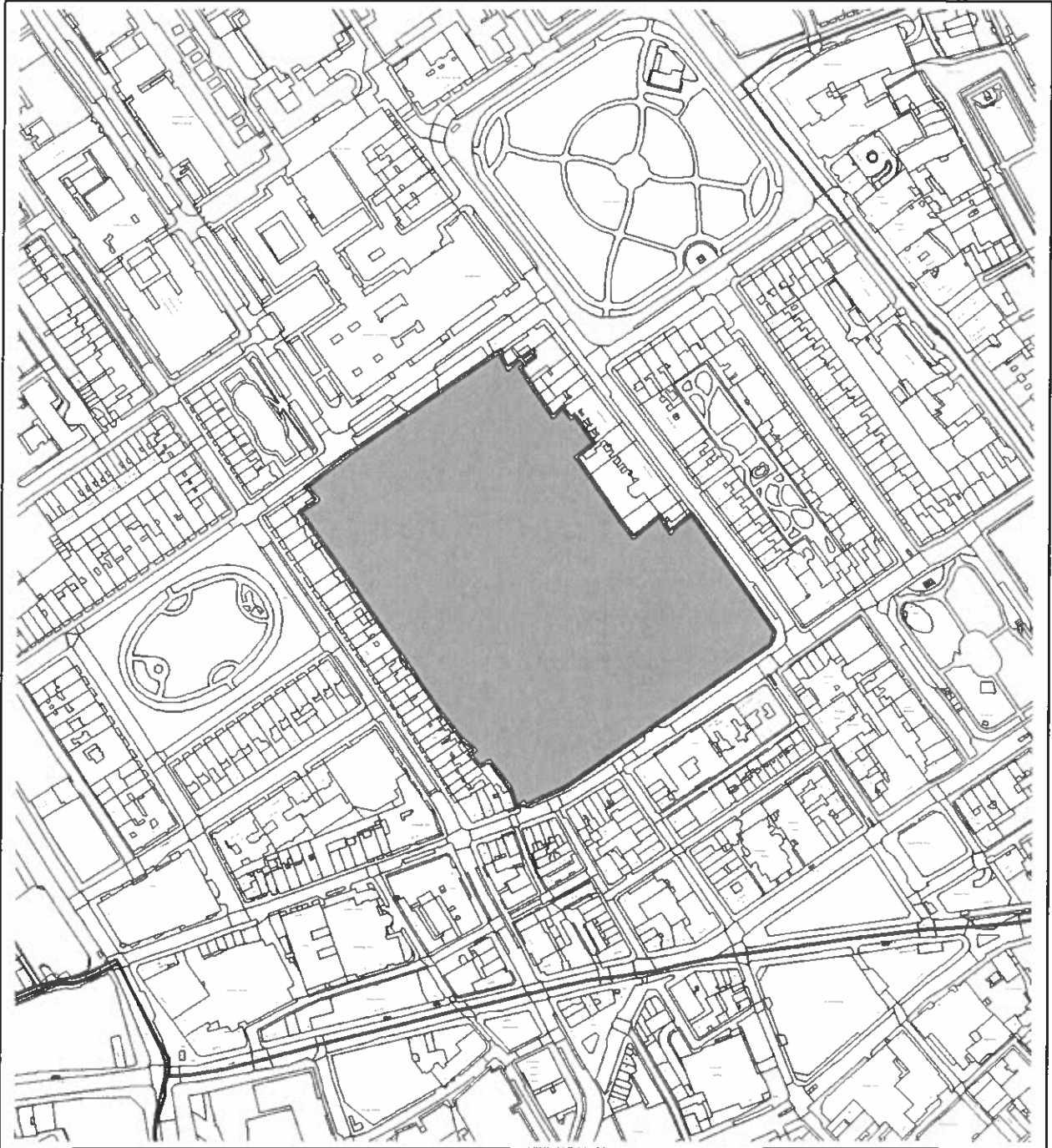
Authorised Signatory

JUDITH KNIGHT



THE FIRST SCHEDULE
Plan

British Museum, Great Russell Street -
2023/4648/P



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

5
of

THE SECOND SCHEDULE
Draft Planning Permission and Listed Building Consent



Application ref: 2023/4648/P
Contact: Elaine Quigley
Tel: 020 7974 5101
Date: 11 October 2024

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

Phone: 020 7974 4444

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

Montagu Evans LLP
70 St Mary Axe
London
EC3A 8BE
United Kingdom

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:

British Museum
Great Russell Street
London
WC1E 7JW

Proposal:

DECISION
Erection of new energy centre incorporating maintenance support accommodation to internal West Road, new substation off Montague Street, all together with associated internal and external works, service runs, erection of plant, landscaping, and temporary works associated with construction following demolition of existing Energy Centre to internal West Road and removal of temporary buildings to the south of the existing energy centre on the internal West Road and to the north and east of the White Wing facing Montague Street.

Drawing Nos: Distribution drawings

Existing

10771-WW-DI-01-DR-A-1180 rev P3; 10771-WW-DI-01-DR-A-1181 rev P3; 10771-WW-DI-01-DR-A-1182 rev P3; 10771-WW-DI-01-DR-A-1183 rev P3; 10771-WW-DI-01-DR-A-1184 rev P3; 10771-WW-DI-01-DR-A-1185 rev P3; 10771-WW-DI-01-DR-A-1186 rev P3; 10771-WW-DI-01-DR-A-1187 rev P3; 10771-WW-DI-01-DR-A-1188 rev P3.

Demolition

10771-WW-DI-01-DR-A-1680 rev P3; 10771-WW-DI-01-DR-A-1681 rev P3; 10771-WW-DI-01-DR-A-1682 rev P3; 10771-WW-DI-01-DR-A-1683 rev P3; 10771-WW-DI-01-DR-A-1684 rev P3; 10771-WW-DI-01-DR-A-1685 rev P3; 10771-WW-DI-01-DR-A-1686 rev P3; 10771-WW-DI-01-DR-A-1687 rev P3; 10771-WW-DI-01-DR-A-1688 rev P3; 10771-WW-DI-01-DR-A-1689 rev P3.

Proposed

10771-WW-DI-01-DR-A-2180 rev P3; 10771-WW-DI-01-DR-A-2181 rev P3; 10771-WW-DI-01-DR-A-2182 rev P3; 10771-WW-DI-01-DR-A-2183 rev P3; 10771-WW-DI-01-DR-A-2184 rev P3; 10771-WW-DI-01-DR-A-2185 rev P3; 10771-WW-DI-01-DR-A-2186 rev P3; 10771-WW-DI-01-DR-A-2187 rev P3; 10771-WW-DI-01-DR-A-2188 rev P3; 10771-WW-DI-01-DR-A-2189 rev P3.

Documents:

Planning Statement prepared by Montague Evans dated October 2023; Design and Access Statement rev F prepared by Wright and Wright Architects dated 13/02/2024; Heritage Statement prepared by Montagu Evans dated October 2023; Demolition Schedule of Works rev F prepared by Wright and Wright Architects dated 13/02/2024; Structural Statement prepared by Alan Baxter dated October 2023; Preliminary BREEAM Assessment prepared by Eight Versa dated 30/11/2023; South-West Energy Centre Energy and Sustainability Design Statement prepared by Steensen Varming dated 02/02/2024; Energy and Sustainability Proforma; Overheating Analysis rev 01 prepared by Steensen Varming dated 22/09/2023; Civil engineering notes on below ground drainage and SuDS prepared by Alan Baxter dated February 2024; Environmental Noise Impact Assessment prepared by Encon Associates dated 22/05/2023; Daylight, Sunlight and Overshadowing Assessment prepared by Gordon Ingram Associates dated 19/10/2023; Air Quality Assessment (ref A6016) Rev D prepared by Encon dated 05/03/2024; Archaeological Desk-Based Assessment dated September 2023; Preliminary Ecological Appraisal prepared by Writtle Forest Consultancy dated October 2023; Arboricultural Method Statement prepared by Writtle Forest dated October 2023; Arboricultural Implication Assessment prepared by Writtle Forest date September 2023; Tree Survey and Tree Constraints Plan prepared by Writtle Forest dated October 2023; Lighting Assessment rev 03 prepared by Steensen Varming dated 19/10/2023; Construction Management Plan prepared by Real PM dated October 2023; Transport Statement prepared by Momentum dated 05/03/2024; Framework Travel Plan prepared by Momentum dated 05/03/2024; Fire Statement prepared by Arup dated 19/10/2023; Statement of Community Involvement prepared by Concillo dated October 2023.

ISS

Existing Drawings:

10771-WW-SE-01-DR-A-1171 rev P4; 10771-WW-SE-02-DR-A-1172 rev P4; 10771-WW-SE-RF-DR-A-1173 rev P4; 10771-WW-SE-XX-DR-A-1270 rev P4; 10771-WW-SE-XX-DR-A-1271 rev P4; 10771-WW-SE-XX-DR-A-1370 rev P4; 10771-WW-SE-XX-DR-A-1371 rev P4; 10771-WW-SE-XX-DR-A-1372 rev P4; 10771-WW-SE-XX-DR-A-1374 rev P4.

Demolition Drawings:

10771-WW-SE-01-DR-A-1671 rev P4; 10771-WW-SE-02-DR-A-1672 rev P4; 10771-WW-SE-RF-DR-A-1673 rev P4; 10771-WW-SE-XX-DR-A-1780 rev P4; 10771-WW-SE-XX-DR-A-1781 rev P4; 10771-WW-SE-XX-DR-A-1870 rev P4; 10771-WW-SE-XX-DR-A-1871 rev P4; 10771-WW-SE-XX-DR-A-1872 rev P4; 10771-WW-SE-XX-DR-A-1874 rev P4.

Proposed Drawings:

10771-WW-SE-01-DR-A-2171 rev P6; 10771-WW-SE-03-DR-A-2173 rev P6; 10771-WW-SE-01-DR-A-2174 rev P6; 10771-WW-SE-XX-DR-A-2270 rev P6; 10771-WW-SE-XX-DR-A-2271 rev P6; 10771-WW-SE-XX-DR-A-2271 rev P6; 10771-WW-SE-XX-DR-A-2272 rev P6; 10771-WW-SE-01-DR-A-2370 rev P6; 10771-WW-SE-01-DR-A-2371 rev P6; 10771-WW-SE-01-DR-A-2372 rev P6; 10771-WW-SE-01-DR-A-2374 rev P6; 10771-WW-SE-XX-DR-A-2272 rev P6; 10771-WW-SE-XX-DR-A-2370 rev P6.

SWEC

10771-WW-SI-RF-DR-A-1030 rev P4; 10771-WW-SW-RF-DR-A-1031 rev P4; 10771-WW-SW-01-DR-A-1131-rev P4; 10771-WW-SW-02-DR-A-1132 rev P4; 10771-WW-SW-03-DR-A-1133 rev P4; 10771-WW-SW-04-DR-A-1134 rev P4; 10771-WW-SW-05-DR-A-1135 rev P4; 10771-WW-SW-05-DR-A-1135 rev P4; 10771-WW-SW-06-DR-A-1136 rev P4; 10771-WW-SW-RF-DR-A-1137 rev P4; 10771-WW-SW-XX-DR-A-1230 rev P4; 10771-WW-SW-XX-DR-A-1231 rev P4; 10771-WW-SW-XX-DR-A-1232 rev P4; 10771-WW-SW-XX-DR-A-1233 rev 4; 10771-WW-SW-XX-DR-A-1233 rev P4; 10771-WW-SW-XX-DR-A-1234 rev P4; 10771-WW-SW-XX-DR-A-1330 rev P4; 10771-WW-SW-XX-DR-A-1331 rev P4; 10771-WW-SW-XX-DR-A-1332 rev P4; 10771-WW-SW-XX-DR-A-1333 rev P4.

Demolition Drawings

10771-WW-SI-RF-DR-A-1600 rev P2; 10771-WW-SW-01-DR-A-1651 rev P4; 10771-WW-SW-02-DR-A-1652 rev P4; 10771-SW-03-DR-A-1653 rev P4; 10771-WW-SW-03-DR-A-1653 rev P4; 10771-SW-04-DR-A-1653 rev P4; 10771-WW-SW-04-DR-A-1654 rev P4; 10771-WW-SW-05-DR-A-1655 rev P4; 10771-WW-SW-06-DR-A-1656 rev P4; 10771-WW-SW-RF-DR-A-1657 rev P4; 10771-WW-SW-XX-DR-A-1750 rev P4; 10771-WW-SW-DR-A-1751 rev P4; 10771-WW-SW-XX-DR-A-1652 rev P4; 1071-WW-SW-XX-DR-A-1754 rev P4; 1071-WW-SW-XX-DR-A-1850 rev P4; 10771-WW-SW-XX-DR-A-1851 rev P4; 10771-WW-SW-XX-DR-A-1852 rev P4; 10771-WW-SW-XX-DR-A-1852 rev P4; 10771-WW-SW-XX-DR-A-1853 rev P4.

Enabling Works

10771-WW-SW-XX-DR-A-1900 rev P4; 10771-WW-SW-XX-DR-A-1901 rev P4; 10771-WW-SW-XX-DR-A-1902 rev P2; 10771-WW-SW-XX-DR-A-1903 rev P2; 10771-WW-SW-XX-DR-A-1904 rev P1; 10771-WW-SW-XX-DR-A-1905 rev P1; 10771-WW-SW-XX-DR-A-1906 rev P1; 10771-WW-SW-XX-DR-A-1907 rev P1; 10771-WW-SW-XX-DR-A-1908 rev P1; 10771-WW-SW-XX-DR-A-1909 rev P1; 10771-WW-SW-XX-DR-A-1910 rev P1.

Proposed Drawings

10771-WW-SI-RF-DR-A-2030-rev P4; 10771-WW-SW-RF-DR-A-2031 rev P4; 10771-WW-SW-01-DR-A-2141 rev P4; 10771-WW-SW-02-DR-A-2142 rev P4; 10771-WW-SW-03-DR-A-2143 rev P4; 10771-WW-SW-04-DR-A-2144 rev P4; 10771-WW-SW-05-DR-A-2145 rev P4; 10771-WW-SW-06-DR-A-2146 rev P4; 10771-WW-SW-RF-DR-A-2147 rev P4; 10771-WW-SW-XX-DR-A-2240 rev P4; 10771-WW-SW-XX-DR-A-2241 rev P4; 10771-WW-SW-XX-DR-A-2241 rev P4; 10771-WW-SW-XX-DR-A-2242 rev P4; 10771-WW-SW-XX-DR-A-2242 rev P4; 10771-WW-SW-XX-DR-A-2243 rev P4; 10771-WW-SW-XX-DR-A-2243 rev P4; 10771-WW-SW-XX-DR-A-2244 rev P4; 10771-WW-SW-XX-DR-A-2245 rev P4; 10771-WW-SW-XX-DR-A-2246 rev P4; 10771-WW-SW-XX-DR-A-2340 rev P4; 10771-WW-SW-XX-DR-A-2341 rev P4; 10771-WW-SW-XX-DR-A-2342 rev P4; 10771-WW-SW-XX-DR-A-2343 rev P4.

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

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

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

Condition(s) and Reason(s):

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

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

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

ISS

Existing Drawings:

10771-WW-SE-01-DR-A-1171 rev P4; 10771-WW-SE-02-DR-A-1172 rev P4; 10771-WW-SE-RF-DR-A-1173 rev P4; 10771-WW-SE-XX-DR-A-1270 rev P4; 10771-WW-SE-XX-DR-A-1271 rev P4; 10771-WW-SE-XX-DR-A-1370 rev P4; 10771-WW-SE-XX-DR-A-1371 rev P4; 10771-WW-SE-XX-DR-A-1372 rev P4; 10771-WW-SE-XX-DR-A-1374 rev P4.

Demolition Drawings:

10771-WW-SE-01-DR-A-1671 rev P4; 10771-WW-SE-02-DR-A-1672 rev P4; 10771-WW-SE-RF-DR-A-1673 rev P4; 10771-WW-SE-XX-DR-A-1780 rev P4; 10771-WW-SE-XX-DR-A-1781 rev P4; 10771-WW-SE-XX-DR-A-1870 rev P4; 10771-WW-SE-XX-DR-A-1871 rev P4; 10771-WW-SE-XX-DR-A-1872 rev P4; 10771-WW-SE-XX-DR-A-1874 rev P4.

Proposed Drawings:

10771-WW-SE-01-DR-A-2171 rev P6; 10771-WW-SE-03-DR-A-2173 rev P6; 10771-WW-SE-01-DR-A-2174 rev P6; 10771-WW-SE-XX-DR-A-2270 rev P6; 10771-WW-SE-XX-DR-A-2271 rev P6; 10771-WW-SE-XX-DR-A-2271 rev P6; 10771-WW-SE-XX-DR-A-2272 rev P6; 10771-WW-SE-01-DR-A-2370 rev P6; 10771-WW-SE-01-DR-A-2371 rev P6; 10771-WW-SE-01-DR-A-2372 rev P6; 10771-WW-SE-01-DR-A-2374 rev P6; 10771-WW-SE-XX-DR-A-2272 rev P6; 10771-WW-SE-XX-DR-A-2370 rev P6.

SWEC

10771-WW-SI-RF-DR-A-1030 rev P4; 10771-WW-SW-RF-DR-A-1031 rev P4; 10771-WW-SW-01-DR-A-1131-rev P4; 10771-WW-SW-02-DR-A-1132 rev P4; 10771-WW-SW-03-DR-A-1133 rev P4; 10771-WW-SW-04-DR-A-1134 rev P4; 10771-WW-SW-05-DR-A-1135 rev P4; 10771-WW-SW-05-DR-A-1135 rev P4; 10771-WW-SW-06-DR-A-1136 rev P4; 10771-WW-SW-RF-DR-A-1137 rev P4; 10771-WW-SW-XX-DR-A-1230 rev P4; 10771-WW-SW-XX-DR-A-1231 rev P4; 10771-WW-SW-XX-DR-A-1232 rev P4; 10771-WW-SW-XX-DR-A-1233 rev 4; 10771-WW-SW-XX-DR-A-1233 rev P4; 10771-WW-SW-XX-DR-A-1234 rev P4; 10771-WW-SW-XX-DR-A-1330 rev P4; 10771-WW-SW-XX-DR-A-1331 rev P4; 10771-WW-SW-XX-DR-A-1332 rev P4; 10771-WW-SW-XX-DR-A-1333 rev P4.

Demolition Drawings

10771-WW-SI-RF-DR-A-1600 rev P2; 10771-WW-SW-01-DR-A-1651 rev P4; 10771-WW-SW-02-DR-A-1652 rev P4; 10771-SW-03-DR-A-1653 rev P4; 10771-WW-SW-03-DR-A-1653 rev P4; 10771-SW-04-DR-A-1653 rev P4; 10771-WW-SW-04-DR-A-1654 rev P4; 10771-WW-SW-05-DR-A-1655 rev P4; 10771-WW-SW-06-DR-A-1656 rev P4; 10771-WW-SW-RF-DR-A-1657 rev P4; 10771-WW-SW-XX-DR-A-1750 rev P4; 10771-WW-SW-DR-A-1751 rev P4; 10771-WW-SW-XX-DR-A-1652 rev P4; 10771-WW-SW-XX-DR-A-1754 rev P4; 10771-WW-SW-XX-DR-A-1850 rev P4; 10771-WW-SW-XX-DR-A-1851 rev P4; 10771-WW-SW-XX-DR-A-1852 rev P4; 10771-WW-SW-XX-DR-A-1852 rev P4; 10771-WW-SW-XX-DR-A-1853 rev P4.

Enabling Works

10771-WW-SW-XX-DR-A-1900 rev P4; 10771-WW-SW-XX-DR-A-1901 rev P4; 10771-WW-SW-XX-DR-A-1902 rev P2; 10771-WW-SW-XX-DR-A-1903 rev P2; 10771-WW-SW-XX-DR-A-1904 rev P1; 10771-WW-SW-XX-DR-A-1905 rev P1; 10771-WW-SW-XX-DR-A-1906 rev P1; 10771-WW-SW-XX-DR-A-1907 rev P1; 10771-WW-SW-XX-DR-A-1908 rev P1; 10771-WW-SW-XX-DR-A-1909 rev P1; 10771-WW-SW-XX-DR-A-1910 rev P1.

Proposed Drawings

10771-WW-SI-RF-DR-A-2030-rev P4; 10771-WW-SW-RF-DR-A-2031 rev P4; 10771-WW-SW-01-DR-A-2141 rev P4; 10771-WW-SW-02-DR-A-2142 rev P4; 10771-WW-SW-03-DR-A-2143 rev P4; 10771-WW-SW-04-DR-A-2144 rev P4; 10771-WW-SW-05-DR-A-2145 rev P4; 10771-WW-SW-06-DR-A-2146 rev P4; 10771-WW-SW-RF-DR-A-2147 rev P4; 10771-WW-SW-XX-DR-A-2240 rev P4; 10771-WW-SW-XX-DR-A-2241 rev P4; 10771-WW-SW-XX-DR-A-2241 rev P4; 10771-WW-SW-XX-DR-A-2242 rev P4; 10771-WW-SW-XX-DR-A-2242 rev P4; 10771-WW-SW-XX-DR-A-2243 rev P4; 10771-WW-SW-XX-DR-A-2244 rev P4; 10771-WW-SW-XX-DR-A-2245 rev P4; 10771-WW-SW-XX-DR-A-2246 rev P4; 10771-WW-SW-XX-DR-A-2340 rev P4; 10771-WW-SW-XX-DR-A-2341 rev P4; 10771-WW-SW-XX-DR-A-2342 rev P4; 10771-WW-SW-XX-DR-A-2343 rev P4.

Distribution drawings

Existing

10771-WW-DI-01-DR-A-1180 rev P3; 10771-WW-DI-01-DR-A-1181 rev P3; 10771-WW-DI-01-DR-A-1182 rev P3; 10771-WW-DI-01-DR-A-1183 rev P3; 10771-WW-DI-01-DR-A-1184 rev P3; 10771-WW-DI-01-DR-A-1185 rev P3; 10771-WW-DI-01-DR-A-1186 rev P3; 10771-WW-DI-01-DR-A-1187 rev P3; 10771-WW-DI-01-DR-A-1188 rev P3.

Demolition

10771-WW-DI-01-DR-A-1680 rev P3; 10771-WW-DI-01-DR-A-1681 rev P3; 10771-WW-DI-01-DR-A-1682 rev P3; 10771-WW-DI-01-DR-A-1683 rev P3; 10771-WW-DI-01-DR-A-1684 rev P3; 10771-WW-DI-01-DR-A-1685 rev P3; 10771-WW-DI-01-DR-A-1686 rev P3; 10771-WW-DI-01-DR-A-1687 rev P3; 10771-WW-DI-01-DR-A-1688 rev P3; 10771-WW-DI-01-DR-A-1689 rev P3.

Proposed

10771-WW-DI-01-DR-A-2180 rev P3; 10771-WW-DI-01-DR-A-2181 rev P3; 10771-WW-DI-01-DR-A-2182 rev P3; 10771-WW-DI-01-DR-A-2183 rev P3; 10771-WW-DI-01-DR-A-2184 rev P3; 10771-WW-DI-01-DR-A-2185 rev P3; 10771-WW-DI-01-DR-A-2186 rev P3; 10771-WW-DI-01-DR-A-2187 rev P3; 10771-WW-DI-01-DR-A-2188 rev P3; 10771-WW-DI-01-DR-A-2189 rev P3.

Documents:

Planning Statement prepared by Montague Evans dated October 2023; Design and Access Statement rev F prepared by Wright and Wright Architects dated 13/02/2024; Heritage Statement prepared by Montagu Evans dated October 2023; Demolition Schedule of Works rev F prepared by Wright and Wright Architects dated 13/02/2024; Structural Statement prepared by Alan Baxter dated October 2023; Preliminary BREEAM Assessment prepared by Eight Versa dated 30/11/2023; South-West Energy Centre Energy and Sustainability Design Statement prepared by Steensen Varming dated 02/02/2024; Energy and Sustainability Proforma; Overheating Analysis rev 01 prepared by Steensen Varming dated 22/09/2023; Civil engineering notes on below ground drainage and SuDS prepared by Alan Baxter dated February 2024; Environmental Noise Impact Assessment prepared by Encon Associates dated 22/05/2023; Daylight, Sunlight and Overshadowing Assessment prepared by Gordon Ingram Associates dated 19/10/2023; Air Quality Assessment (ref A6016) Rev D prepared by Encon dated 05/03/2024; Archaeological Desk-Based Assessment dated September 2023; Preliminary Ecological Appraisal prepared by Writtle Forest Consultancy dated October 2023; Arboricultural Method Statement prepared by Writtle Forest dated October 2023; Arboricultural Implication Assessment prepared by Writtle Forest date September 2023; Tree Survey and Tree Constraints Plan prepared by Writtle Forest dated October 2023; Lighting Assessment rev 03 prepared by Steensen Varming dated 19/10/2023; Construction Management Plan prepared by Real PM dated October 2023; Transport Statement prepared by Momentum dated 05/03/2024; Framework Travel Plan prepared by Momentum dated 05/03/2024; Fire Statement prepared by Arup dated 19/10/2023; Statement of Community Involvement prepared by Concillo dated October 2023.

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

- 3 The development hereby approved shall only be used for the purposes (and the specified quantum's) set out in the approved documents and shall not be used for wider alternative uses within Class F1 (Learning and non-residential institutions).

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

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

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

b) Samples and manufacturer's details at a scale of 1:10, of all facing materials including windows and door frames, glazing, and brickwork with a full scale sample panel of brickwork, and glazing elements of no less than 1m by 1m including junction window opening demonstrating the proposed colour, texture, face-bond and pointing.

c) A sample panel of all facing materials for the South West Energy Centre and the Incoming Substation buildings should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given. The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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

- 5 Prior to the relevant part of the works details of all new and replacement service ducts to be installed on the Lycian Building shall be submitted to an approved in writing by the Local Planning Authority.

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

- 6 Notwithstanding the steel framed fenestration, metal framed acoustic louvres, metal framed doors and metal framed louvre grilles on the South West Energy Centre building (shown on drawing nos. 10771-WW-SW-XX-DR-A-2340 rev P4, 10771-WW-SW-XX-DR-A-2341 rev P4, 10771-WW-SW-XX-DR-A-2342 rev P4 and 10771-WW-SW-XX-DR-A-2343 rev P4) prior to the relevant part of the works the fenestration and ventilation details including elevations, sections and manufacturers details shall be submitted to and approved in writing by the local planning authority.

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

- 7 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings unless shown on the approved plans.

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.

- 8 Prior to occupation, the male changing rooms and storage room windows at 3rd and 4th floor levels on the western front elevation of the South West Energy Centre building hereby approved shall be obscure glazed to an internal floor height of 1.7m. Once installed the obscure glazing shall be maintained and retained thereafter.

Reason: To safeguard the amenity of the neighbouring occupiers in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017.

- 9 Prior to the commencement of the use of the South West Energy Centre building, automatic time clocks shall be fitted to the wall mounted lighting hereby approved, to ensure that the lighting equipment only operates between sunset and 23:00 hours. The timer equipment shall thereafter be permanently retained and maintained.

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

- 10 The external noise level emitted from plant, machinery or equipment at the development with specified noise mitigation hereby approved shall be lower than the typical existing background noise level by at least 10dBA, by 15dBA where the source is tonal, as assessed according to BS 4142:2014 "Methods for rating and assessing industrial and commercial sound" at the nearest and/or most affected noise sensitive premises, with installation operating at maximum capacity and thereafter be permanently retained.

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.

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

Reason: To 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.

- 12 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 10dB one metre outside any premises.

The emergency plant and generators hereby permitted may be operated only for essential testing, except when required by an emergency loss of power.

Testing of emergency plant and generators hereby permitted may be carried out only for up to one hour 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 and surrounding premises is not adversely affected by vibration and reduced air quality in accordance with the requirements of policies A1, A4 and CC4 of the London Borough of Camden Local Plan 2017

- 13 Excluding external demolition down to ground level, no demolition or development shall take place until a written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, which shall include the statement of significance and research objectives, and

- A. The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
- B. Where appropriate, details of a programme for delivering related positive public benefits
- C. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI

Reason: In order to minimise damage to the important archaeological remains which exist on this site, in accordance with the requirements of policy D2 of the London Borough of Camden Local Plan 2017

- 14 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall include a full schedule of arboricultural monitoring and supervision to be undertaken by the project arboriculturalist and shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved 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.

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

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

- 16 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, or prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting (including trees existing at the outset of the development other than those indicated to be removed) which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

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

- 17 Prior to commencement of work on the new South West Energy Centre building excluding the cores and substructures, a plan detailing 3 bird boxes and at least 1 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

- 18 No vegetation and built structures potentially suitable as a bird habitat shall be removed except outside of the bird nesting season (March-September inclusive). Where this is not possible, an ecologist shall be engaged to assess any vegetation and built structures for active signs of nesting and in the event a nest is found an appropriate exclusion zone should be implemented around it until the young have fledged.

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

- 19 Prior to the relevant part of the works details of the proposed lighting scheme, to include a lux levels plan, (including any mitigation for expected light spill, especially during the active period for bats between November - May), 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.

- 20 A) Excluding external demolition down to ground level no demolition or development shall commence until the following components of a scheme to deal with the risks associated with contamination of the site have been submitted to and approved in writing by the local planning authority:

i) A site investigation scheme, based on previous findings to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site;

ii) The site investigation results and the detailed risk assessment resulting from i);

iii) An options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken;

iv) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in iii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The development shall thereafter be implemented in accordance with the details and measures approved.

B) Prior to occupation of any part of the development, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved in writing by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the local planning authority.

C) If, during development, contamination not previously identified is found to be present at the site then no further development shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unsuspected contamination will be dealt with.

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

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

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

- 22 Prior to commencement of above ground works, 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.

- 23 Prior to commencement of development (excluding any external demolition down to ground level), full details of the sustainable drainage system including an attenuation tank of at least 24m³ to be submitted to and approved in writing by the local planning authority. Such a system should be designed to accommodate all storms up to and including a 1:100 year storm with a 40% provision for climate change such that flooding does not occur in any part of a building or in any utility plant susceptible to water, or on any part of the entire development site for up to and including a 1:30 year storm. The details shall demonstrate a site run-off rate conforming to a run-off rate of 2l/s approved by the Local Planning Authority. An up to date drainage statement, SuDS pro-forma, a lifetime maintenance plan and supporting evidence should be provided including:
- The proposed SuDS or drainage measures including storage capacities
 - The proposed surface water discharge rates or volumes

Systems shall thereafter be retained and maintained in accordance with the approved details.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan Policies and Policy SI 13 of the London Plan 2021.

- 24 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.

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 and Policy SI 13 of the London Plan 2021.

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

Reason: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of Policy CC3 of the London Borough of Camden Local Plan 2017.

- 26 The development shall be constructed in accordance with, and at all times occupied and managed in strict compliance with, the approved Fire Statement.

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

- 27 Notwithstanding the details in the application, retention and relocation of the temporary security tent in the south courtyard is not approved by this permission and requires a separate application for planning permission.

Reason: In order to assess the impact on the setting of the British Museum and other heritage assets in the area, in accordance with policies D1 and D2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 The written scheme of investigation will need to be prepared and implemented by a suitably professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.
- 3 The applicant is advised to consult with the Designing Out Crime Office of the Metropolitan Police to ensure adequate security and safety measures are provided as part of the development hereby approved. The following link gives advice on what can be achieved - <https://www.securebydesign.com/images/COMMERCIAL GUIDE 2023 web.pdf>.
- 4 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 5 Mitigation measures to control construction-related air quality impacts should be secured within the Construction Management Plan as per the standard CMP Pro-Forma. The applicant will be required to complete the checklist and demonstrate that all mitigation measures relevant to the level of identified risk are being included.

- 6 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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

- 7 At least 21 days prior to the commencement of any site works, all occupiers surrounding the site should be notified in writing of the nature and duration of works to be undertaken. The name and contact details of a person responsible for the site works should be made available for enquiries and complaints for the entire duration of the works and updates of work should be provided regularly. Any complaints should be properly addressed as quickly as possible.

Best Practicable Means (BPM) should be used, including low vibration methods and silenced equipment and machinery, in accordance with the Approved Codes of Practice of BS5228:2009 for noise and vibration control on construction and open sites.

- 8 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.
- 9 There are public sewers crossing or close to your development. If you're planning significant work near Thames Water sewers, it's important that you minimize the risk of damage. Thames Water need to check that your development doesn't limit repair or maintenance activities, or inhibit the services we provide in any other way. The applicant is advised to read our guide working near or diverting our pipes. <https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes>
- 10 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Thames Water would expect the developer to demonstrate what measures will be undertaken to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

- 11 Please read Thames Water's guide 'working near our assets' to ensure the workings will be in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes> Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB.
- 12 Thames Water would advise that if the developer follows the sequential approach to the disposal of surface water we would have no objection. Management of surface water from new developments should follow Policy SI 13 Sustainable drainage of the London Plan 2021. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. Should you require further information please refer to our website. <https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes>
- 13 The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 ("1990 Act") is that planning permission granted in England is subject to the condition ("the biodiversity gain condition") that development may not begin unless:
 - (a) a Biodiversity Gain Plan has been submitted to the planning authority, and
 - (b) the planning authority has approved the plan.

The local planning authority (LPA) that would approve any Biodiversity Gain Plan (BGP) (if required) is London Borough of Camden.

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply. These are summarised below.

Based on the information available, this will not require the approval of a BGP before development is begun because the application was made before 12 February 2024.

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



Application ref: 2023/4903/L
Contact: Elaine Quigley
Tel: 020 7974 5101
Email: Elaine.Quigley@camden.gov.uk
Date: 10 October 2024

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE
Phone: 020 7974 4444
planning@camden.gov.uk
www.camden.gov.uk

Montagu Evans LLP
70 St Mary Axe
London
EC3A 8BE
United Kingdom

DRAFT

Dear Sir/Madam

DECISION

Planning (Listed Building and Conservation Areas) Act 1990

Listed Building Consent Granted

Address:
British Museum
Great Russell Street
London
WC1E 7JW

DECISION

Proposal:

Erection of new energy centre incorporating maintenance support accommodation to internal West Road, new substation off Montague Street, all together with associated internal and external works, service runs, erection of plant, landscaping, and temporary works associated with construction following demolition of existing Energy Centre to internal West Road and removal of temporary buildings to the south of the existing energy centre on the internal West Road and to the north and east of the White Wing facing Montague Street.

Drawing Nos:

ISS

Existing Drawings:

10771-WW-SE-01-DR-A-1171 rev P4; 10771-WW-SE-02-DR-A-1172 rev P4; 10771-WW-SE-RF-DR-A-1173 rev P4; 10771-WW-SE-XX-DR-A-1270 rev P4; 10771-WW-SE-XX-DR-A-1271 rev P4; 10771-WW-SE-XX-DR-A-1370 rev P4; 10771-WW-SE-XX-DR-A-1371 rev P4; 10771-WW-SE-XX-DR-A-1372 rev P4; 10771-WW-SE-XX-DR-A-1374 rev P4.

Demolition Drawings:

10771-WW-SE-01-DR-A-1671 rev P4; 10771-WW-SE-02-DR-A-1672 rev P4; 10771-WW-SE-RF-DR-A-1673 rev P4; 10771-WW-SE-XX-DR-A-1780 rev P4; 10771-WW-SE-XX-DR-A-1781 rev P4; 10771-WW-SE-XX-DR-A-1870 rev P4; 10771-WW-SE-XX-DR-A-1871 rev P4; 10771-WW-SE-XX-DR-A-1872 rev P4; 10771-WW-SE-XX-DR-A-1874 rev P4.

Proposed Drawings:

10771-WW-SE-01-DR-A-2171 rev P6; 10771-WW-SE-03-DR-A-2173 rev P6; 10771-WW-SE-01-DR-A-2174 rev P6; 10771-WW-SE-XX-DR-A-2270 rev P6; 10771-WW-SE-XX-DR-A-2271 rev P6; 10771-WW-SE-XX-DR-A-2271 rev P6; 10771-WW-SE-XX-DR-A-2272 rev P6; 10771-WW-SE-01-DR-A-2370 rev P6; 10771-WW-SE-01-DR-A-2371 rev P6; 10771-WW-SE-01-DR-A-2372 rev P6; 10771-WW-SE-01-DR-A-2374 rev P6; 10771-WW-SE-XX-DR-A-2272 rev P6; 10771-WW-SE-XX-DR-A-2370 rev P6.

SWEC

10771-WW-SI-RF-DR-A-1030 rev P4; 10771-WW-SW-RF-DR-A-1031 rev P4; 10771-WW-SW-01-DR-A-1131 rev P4; 10771-WW-SW-02-DR-A-1132 rev P4; 10771-WW-SW-03-DR-A-1133 rev P4; 10771-WW-SW-04-DR-A-1134 rev P4; 10771-WW-SW-05-DR-A-1135 rev P4; 10771-WW-SW-05-DR-A-1135 rev P4; 10771-WW-SW-06-DR-A-1136 rev P4; 10771-WW-SW-RF-DR-A-1137 rev P4; 10771-WW-SW-XX-DR-A-1230 rev P4; 10771-WW-SW-XX-DR-A-1231 rev P4; 10771-WW-SW-XX-DR-A-1232 rev P4; 10771-WW-SW-XX-DR-A-1233 rev 4; 10771-WW-SW-XX-DR-A-1233 rev P4; 10771-WW-SW-XX-DR-A-1234 rev P4; 10771-WW-SW-XX-DR-A-1330 rev P4; 10771-WW-SW-XX-DR-A-1331 rev P4; 10771-WW-SW-XX-DR-A-1332 rev P4; 10771-WW-SW-XX-DR-A-1333 rev P4.

Demolition Drawings

10771-WW-SI-RF-DR-A-1600 rev P2; 10771-WW-SW-01-DR-A-1651 rev P4; 10771-WW-SW-02-DR-A-1652 rev P4; 10771-SW-03-DR-A-1653 rev P4; 10771-WW-SW-03-DR-A-1653 rev P4; 10771-SW-04-DR-A-1653 rev P4; 10771-WW-SW-04-DR-A-1654 rev P4; 10771-WW-SW-05-DR-A-1655 rev P4; 10771-WW-SW-06-DR-A-1656 rev P4; 10771-WW-SW-RF-DR-A-1657 rev P4; 10771-WW-SW-XX-DR-A-1750 rev P4; 10771-WW-SW-DR-A-1751 rev P4; 10771-WW-SW-XX-DR-A-1652 rev P4; 10771-WW-SW-XX-DR-A-1754 rev P4; 10771-WW-SW-XX-DR-A-1850 rev P4; 10771-WW-SW-XX-DR-A-1851 rev P4; 10771-WW-SW-XX-DR-A-1852 rev P4; 10771-WW-SW-XX-DR-A-1852 rev P4; 10771-WW-SW-XX-DR-A-1853 rev P4.

Enabling Works

10771-WW-SW-XX-DR-A-1900 rev P4; 10771-WW-SW-XX-DR-A-1901 rev P4; 10771-WW-SW-XX-DR-A-1902 rev P2; 10771-WW-SW-XX-DR-A-1903 rev P2; 10771-WW-SW-XX-DR-A-1904 rev P1; 10771-WW-SW-XX-DR-A-1905 rev P1; 10771-WW-SW-XX-DR-A-1906 rev P1; 10771-WW-SW-XX-DR-A-1907 rev P1; 10771-WW-SW-XX-DR-A-1908 rev P1; 10771-WW-SW-XX-DR-A-1909 rev P1; 10771-WW-SW-XX-DR-A-1910 rev P1.

Proposed Drawings

10771-WW-SI-RF-DR-A-2030-rev P4; 10771-WW-SW-RF-DR-A-2031 rev P4; 10771-WW-SW-01-DR-A-2141 rev P4; 10771-WW-SW-02-DR-A-2142 rev P4; 10771-WW-SW-03-DR-A-2143 rev P4; 10771-WW-SW-04-DR-A-2144 rev P4; 10771-WW-SW-05-DR-A-2145 rev P4; 10771-WW-SW-06-DR-A-2146 rev P4; 10771-WW-SW-RF-DR-A-2147 rev P4; 10771-WW-SW-XX-DR-A-2240 rev P4; 10771-WW-SW-XX-DR-A-2241 rev P4; 10771-WW-SW-XX-DR-A-2242 rev P4; 10771-WW-SW-XX-DR-A-2243 rev P4; 10771-WW-SW-XX-DR-A-2244 rev P4; 10771-WW-SW-XX-DR-A-2245 rev P4; 10771-WW-SW-XX-DR-A-2246 rev P4; 10771-WW-SW-XX-DR-A-2340 rev P4; 10771-WW-SW-XX-DR-A-2341 rev P4; 10771-WW-SW-XX-DR-A-2342 rev P4; 10771-WW-SW-XX-DR-A-2343 rev P4.

Distribution drawings

Existing

10771-WW-DI-01-DR-A-1180 rev P3; 10771-WW-DI-01-DR-A-1181 rev P3; 10771-WW-DI-01-DR-A-1182 rev P3; 10771-WW-DI-01-DR-A-1183 rev P3; 10771-WW-DI-01-DR-A-1184 rev P3; 10771-WW-DI-01-DR-A-1185 rev P3; 10771-WW-DI-01-DR-A-1186 rev P3; 10771-WW-DI-01-DR-A-1187 rev P3; 10771-WW-DI-01-DR-A-1188 rev P3.

Demolition

10771-WW-DI-01-DR-A-1680 rev P3; 10771-WW-DI-01-DR-A-1681 rev P3; 10771-WW-DI-01-DR-A-1682 rev P3; 10771-WW-DI-01-DR-A-1683 rev P3; 10771-WW-DI-01-DR-A-1684 rev P3; 10771-WW-DI-01-DR-A-1685 rev P3; 10771-WW-DI-01-DR-A-1686 rev P3; 10771-WW-DI-01-DR-A-1687 rev P3; 10771-WW-DI-01-DR-A-1688 rev P3; 10771-WW-DI-01-DR-A-1689 rev P3.

Proposed

10771-WW-DI-01-DR-A-2180 rev P3; 10771-WW-DI-01-DR-A-2181 rev P3; 10771-WW-DI-01-DR-A-2182 rev P3; 10771-WW-DI-01-DR-A-2183 rev P3; 10771-WW-DI-01-DR-A-2184 rev P3; 10771-WW-DI-01-DR-A-2185 rev P3; 10771-WW-DI-01-DR-A-2186 rev P3; 10771-WW-DI-01-DR-A-2187 rev P3; 10771-WW-DI-01-DR-A-2188 rev P3; 10771-WW-DI-01-DR-A-2189 rev P3.

Documents:

Planning Statement prepared by Montague Evans dated October 2023; Design and Access Statement rev F prepared by Wright and Wright Architects dated 13/02/2024; Heritage Statement prepared by Montagu Evans dated October 2023; Demolition Schedule of Works rev F prepared by Wright and Wright Architects dated 13/02/2024; Structural Statement prepared by Alan Baxter dated October 2023; Preliminary BREEAM Assessment prepared by Eight Versa dated 30/11/2023; South-West Energy Centre Energy and Sustainability Design Statement prepared by Steensen Varming dated 02/02/2024; Energy and Sustainability Proforma; Overheating Analysis rev 01 prepared by Steensen Varming dated 22/09/2023; Civil engineering notes on below ground drainage and SuDS prepared by Alan Baxter dated February 2024; Environmental Noise Impact Assessment prepared by Encon Associates dated 22/05/2023; Daylight, Sunlight and Overshadowing Assessment prepared by Gordon Ingram Associates dated 19/10/2023; Air Quality Assessment (ref A6016) Rev D prepared by Encon dated 05/03/2024; Archaeological Desk-Based Assessment dated September 2023; Preliminary Ecological Appraisal prepared by Writtle Forest Consultancy dated October 2023; Arboricultural Method Statement prepared by Writtle Forest dated October 2023; Arboricultural Implication Assessment prepared by Writtle Forest date September 2023; Tree Survey and Tree Constraints Plan prepared by Writtle Forest dated October 2023; Lighting Assessment rev 43 prepared by Steensen Varming dated 19/10/2023; Construction Management Plan prepared by Real PM dated October 2023; Transport Statement prepared by Momentum dated 05/03/2024; Framework Travel Plan prepared by Momentum dated 05/03/2024; Fire Statement prepared by Arup dated 19/10/2023; Statement of Community Involvement prepared by Concillo dated October 2023.

The Council has considered your application and decided to grant subject to the following condition(s):

Conditions And Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

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

ISS

Existing Drawings:

10771-WW-SE-01-DR-A-1171 rev P4; 10771-WW-SE-02-DR-A-1172 rev P4;
10771-WW-SE-RF-DR-A-1173 rev P4; 10771-WW-SE-XX-DR-A-1270 rev P4;
10771-WW-SE-XX-DR-A-1271 rev P4; 10771-WW-SE-XX-DR-A-1370 rev P4;
10771-WW-SE-XX-DR-A-1371 rev P4; 10771-WW-SE-XX-DR-A-1372 rev P4;
10771-WW-SE-XX-DR-A-1374 rev P4.

Demolition Drawings:

10771-WW-SE-01-DR-A-1671 rev P4; 10771-WW-SE-02-DR-A-1672 rev P4;
10771-WW-SE-RF-DR-A-1673 rev P4; 10771-WW-SE-XX-DR-A-1780 rev P4;
10771-WW-SE-XX-DR-A-1781 rev P4; 10771-WW-SE-XX-DR-A-1870 rev P4;
10771-WW-SE-XX-DR-A-1871 rev P4; 10771-WW-SE-XX-DR-A-1872 rev P4;
10771-WW-SE-XX-DR-A-1874 rev P4.

Proposed Drawings:

10771-WW-SE-01-DR-A-2171 rev P6; 10771-WW-SE-03-DR-A-2173 rev P6;
10771-WW-SE-01-DR-A-2174 rev P6; 10771-WW-SE-XX-DR-A-2270 rev P6;
10771-WW-SE-XX-DR-A-2271 rev P6; 10771-WW-SE-XX-DR-A-2271 rev P6;
10771-WW-SE-XX-DR-A-2272 rev P6; 10771-WW-SE-01-DR-A-2370 rev P6;
10771-WW-SE-01-DR-A-2371 rev P6; 10771-WW-SE-01-DR-A-2372 rev P6;
10771-WW-SE-01-DR-A-2374 rev P6; 10771-WW-SE-XX-DR-A-2272 rev P6;
10771-WW-SE-XX-DR-A-2370 rev P6.

SWEC

10771-WW-SI-RF-DR-A-1030 rev P4; 10771-WW-SW-RF-DR-A-1031 rev P4;
10771-WW-SW-01-DR-A-1131-rev P4; 10771-WW-SW-02-DR-A-1132 rev P4;
10771-WW-SW-03-DR-A-1133 rev P4; 10771-WW-SW-04-DR-A-1134 rev P4;
10771-WW-SW-05-DR-A-1135 rev P4; 10771-WW-SW-05-DR-A-1135 rev P4;
10771-WW-SW-06-DR-A-1136 rev P4; 10771-WW-SW-RF-DR-A-1137 rev P4;
10771-WW-SW-XX-DR-A-1230 rev P4; 10771-WW-SW-XX-DR-A-1231 rev P4;
10771-WW-SW-XX-DR-A-1232 rev P4; 10771-WW-SW-XX-DR-A-1233 rev 4;
10771-WW-SW-XX-DR-A-1233 rev P4; 10771-WW-SW-XX-DR-A-1234 rev P4;
10771-WW-SW-XX-DR-A-1330 rev P4; 10771-WW-SW-XX-DR-A-1331 rev P4;
10771-WW-SW-XX-DR-A-1332 rev P4; 10771-WW-SW-XX-DR-A-1333 rev P4.

Demolition Drawings

10771-WW-SI-RF-DR-A-1600 rev P2; 10771-WW-SW-01-DR-A-1651 rev P4;
10771-WW-SW-02-DR-A-1652 rev P4; 10771-SW-03-DR-A-1653 rev P4; 10771-
WW-SW-03-DR-A-1653 rev P4; 10771-SW-04-DR-A-1653 rev P4; 10771-WW-SW-
04-DR-A-1654 rev P4; 10771-WW-SW-05-DR-A-1655 rev P4; 10771-WW-SW-06-
DR-A-1656 rev P4; 10771-WW-SW-RF-DR-A-1657 rev P4; 10771-WW-SW-XX-
DR-A-1750 rev P4; 10771-WW-SW-DR-A-1751 rev P4; 10771-WW-SW-XX-DR-A-
1652 rev P4; 10771-WW-SW-XX-DR-A-1754 rev P4; 10771-WW-SW-XX-DR-A-1850
rev P4; 10771-WW-SW-XX-DR-A-1851 rev P4; 10771-WW-SW-XX-DR-A-1852 rev
P4; 10771-WW-SW-XX-DR-A-1852 rev P4; 10771-WW-SW-XX-DR-A-1853 rev P4.

Enabling Works

10771-WW-SW-XX-DR-A-1900 rev P4; 10771-WW-SW-XX-DR-A-1901 rev P4;
10771-WW-SW-XX-DR-A-1902 rev P2; 10771-WW-SW-XX-DR-A-1903 rev P2;
10771-WW-SW-XX-DR-A-1904 rev P1; 10771-WW-SW-XX-DR-A-1905 rev P1;
10771-WW-SW-XX-DR-A-1906 rev P1; 10771-WW-SW-XX-DR-A-1907 rev P1;
10771-WW-SW-XX-DR-A-1908 rev P1; 10771-WW-SW-XX-DR-A-1909 rev P1;
10771-WW-SW-XX-DR-A-1910 rev P1.

Proposed Drawings

10771-WW-SI-RF-DR-A-2030-rev P4; 10771-WW-SW-RF-DR-A-2031 rev P4;
10771-WW-SW-01-DR-A-2141 rev P4; 10771-WW-SW-02-DR-A-2142 rev P4;
10771-WW-SW-03-DR-A-2143 rev P4; 10771-WW-SW-04-DR-A-2144 rev P4;
10771-WW-SW-05-DR-A-2145 rev P4; 10771-WW-SW-06-DR-A-2146 rev P4;
10771-WW-SW-RF-DR-A-2147 rev P4; 10771-WW-SW-XX-DR-A-2240 rev P4;
10771-WW-SW-XX-DR-A-2241 rev P4; 10771-WW-SW-XX-DR-A-2241 rev P4;
10771-WW-SW-XX-DR-A-2242 rev P4; 10771-WW-SW-XX-DR-A-2242 rev P4;
10771-WW-SW-XX-DR-A-2243 rev P4; 10771-WW-SW-XX-DR-A-2243 rev P4;
10771-WW-SW-XX-DR-A-2244 rev P4; 10771-WW-SW-XX-DR-A-2245 rev P4;
10771-WW-SW-XX-DR-A-2246 rev P4; 10771-WW-SW-XX-DR-A-2340 rev P4;
10771-WW-SW-XX-DR-A-2341 rev P4; 10771-WW-SW-XX-DR-A-2342 rev P4;
10771-WW-SW-XX-DR-A-2343 rev P4.

Distribution drawings

Existing

10771-WW-DI-01-DR-A-1180 rev P3; 10771-WW-DI-01-DR-A-1181 rev P3; 10771-WW-DI-01-DR-A-1182 rev P3; 10771-WW-DI-01-DR-A-1183 rev P3; 10771-WW-DI-01-DR-A-1184 rev P3; 10771-WW-DI-01-DR-A-1185 rev P3; 10771-WW-DI-01-DR-A-1186 rev P3; 10771-WW-DI-01-DR-A-1187 rev P3; 10771-WW-DI-01-DR-A-1188 rev P3.

Demolition

10771-WW-DI-01-DR-A-1680 rev P3; 10771-WW-DI-01-DR-A-1681 rev P3; 10771-WW-DI-01-DR-A-1682 rev P3; 10771-WW-DI-01-DR-A-1683 rev P3; 10771-WW-DI-01-DR-A-1684 rev P3; 10771-WW-DI-01-DR-A-1685 rev P3; 10771-WW-DI-01-DR-A-1686 rev P3; 10771-WW-DI-01-DR-A-1687 rev P3; 10771-WW-DI-01-DR-A-1688 rev P3; 10771-WW-DI-01-DR-A-1689 rev P3.

Proposed

10771-WW-DI-01-DR-A-2180 rev P3; 10771-WW-DI-01-DR-A-2181 rev P3; 10771-WW-DI-01-DR-A-2182 rev P3; 10771-WW-DI-01-DR-A-2183 rev P3; 10771-WW-DI-01-DR-A-2184 rev P3; 10771-WW-DI-01-DR-A-2185 rev P3; 10771-WW-DI-01-DR-A-2186 rev P3; 10771-WW-DI-01-DR-A-2187 rev P3; 10771-WW-DI-01-DR-A-2188 rev P3; 10771-WW-DI-01-DR-A-2189 rev P3.

Documents:

Planning Statement prepared by Montague Evans dated October 2023; Design and Access Statement rev F prepared by Wright and Wright Architects dated 13/02/2024; Heritage Statement prepared by Montagu Evans dated October 2023; Demolition Schedule of Works rev F prepared by Wright and Wright Architects dated 13/02/2024; Structural Statement prepared by Alan Baxter dated October 2023; Preliminary BREEAM Assessment prepared by Eight Versa dated 30/11/2023; South-West Energy Centre Energy and Sustainability Design Statement prepared by Steensen Varming dated 02/02/2024; Energy and Sustainability Proforma; Overheating Analysis rev 01 prepared by Steensen Varming dated 22/09/2023; Civil engineering notes on below ground drainage and SuDS prepared by Alan Baxter dated February 2024; Environmental Noise Impact Assessment prepared by Encon Associates dated 22/05/2023; Daylight, Sunlight and Overshadowing Assessment prepared by Gordon Ingram Associates dated 19/10/2023; Air Quality Assessment (ref A6016) Rev D prepared by Encon dated 05/03/2024; Archaeological Desk-Based Assessment dated September 2023; Preliminary Ecological Appraisal prepared by Writtle Forest Consultancy dated October 2023; Arboricultural Method Statement prepared by Writtle Forest dated October 2023; Arboricultural Implication Assessment prepared by Writtle Forest dated September 2023; Tree Survey and Tree Constraints Plan prepared by Writtle Forest dated October 2023; Lighting Assessment rev 03 prepared by Steensen Varming dated 19/10/2023; Construction Management Plan prepared by Real PM dated October 2023; Transport Statement prepared by Momentum dated 05/03/2024; Framework Travel Plan prepared by Momentum dated 05/03/2024; Fire Statement prepared by Arup dated 19/10/2023; Statement of Community Involvement prepared by Concillo dated October 2023.

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

- 3 All new work and work of making good shall be carried out to match the existing adjacent work as closely as possible in materials and detailed execution.

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

- 4 Prior to the relevant part of the works, detailed method statements covering dismantling, storage and reinstatement of all architectural components affected by the works shall be submitted to and approved in writing by the Local Planning Authority:
- (i) The removal of gates, gate posts and sections of railing forming the westernmost section of the British Museum's main frontage onto Great Russell Street;
 - (ii) The removal of sections of railings forming the southeast section of the British Museum's frontage onto Montague Street; and
 - (iii) The removal of the lampposts in the south east section of the British Museum's frontage onto Montague Street
 - (iv) The removal of a section of flagstone paving within the northwest area of the British Museum's main forecourt.

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

Informative(s):

- 1 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.

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

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Chief Planning Officer

DRAFT

DECISION

THE THIRD SCHEDULE
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

THE FOURTH SCHEDULE 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 or operating from Camden (including for the avoidance of doubt branches of national organisations) towards a target of 10% of the total value of their construction sub-contract (which includes spend on contractor accommodation in hotels and spending in local restaurants, coffee shops, etc). (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.

THE FIFTH SCHEDULE 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.