

DATED

12 MARCH

2025

**(1) WOBURN ESTATE COMPANY LIMITED and  
BEDFORD ESTATES NOMINEES LIMITED**

and

**(2) BEDFORD ESTATES NOMINEES LIMITED and  
LONDON ESTATE NOMINEES LIMITED**

and

**(3) BEDFORD ESTATES BLOOMSBURY LIMITED**

and

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

**A G R E E M E N T**

relating to land known as

50-51 Russell Square, London WC1B 4JP

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  
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London WC1H 9LP

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## SCHEDULES

- Schedule 1 Plans (Plan 1 50-51 Russell Square Site Location Plan; Plan 2 39, 42 and 43 Store Street Site Location Plan)
- Schedule 2 Draft Planning Permission
- Schedule 3 Construction Management Plan
- Schedule 4 Travel Pan



THIS AGREEMENT is made the 12<sup>th</sup> day of March 2025

**BETWEEN:**

- A. **WOBURN ESTATE COMPANY LIMITED** (Co. Regn. No. 01608381) and **BEDFORD ESTATES NOMINEES LIMITED** (Co. Regn. No. 03743508) whose registered offices are at The Bedford Office, Woburn, Milton Keynes, Buckinghamshire, MK17 9PQ (hereinafter called "the Freehold Owner") of the first part
- B. **BEDFORD ESTATES NOMINEES LIMITED** (Co. Regn. No. 03743508) and **LONDON ESTATE NOMINEES LIMITED** (Co. Regn. No. 08465278) whose registered offices are at 29a Montague Street, London, United Kingdom, WC1B 5BL (hereinafter called "the First Leasehold Owner") of the second part
- C. **BEDFORD ESTATES BLOOMSBURY LIMITED** (Co. Regn. No. 10250020) whose registered office is at 29a Montague Street, London, United Kingdom, WC1B 5BL (hereinafter called "the Second Leasehold Owner") of the third part

The Freehold Owner, the First Leasehold Owner and the Second Leasehold Owner are together referred to as "the Owner" in this Agreement

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

1 **WHEREAS**

- 1.1 The Freehold Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL919203.
- 1.2 The Freehold Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The First Leasehold Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number BB3666.

- 1.4 The Second Leasehold Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL937911.
- 1.5 The First Leasehold Owner and the Second Leasehold Owner are leasehold owners of and are interested in the Property for the purposes of Section 106 of the Act.
- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 2 January 2024 and the Council resolved to grant permission conditionally under reference number 2023/5470/P subject to the conclusion of this legal Agreement.
- 1.7 The Planning Application is linked to another planning application (planning application reference number 2024/2299/P) in respect of the Store Street Development.
- 1.8 The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.9 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 1.10 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 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)
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2.2	"Affordable Housing"	low-cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £21,400 (twenty one thousand four hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of Camden
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.6	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.7	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.8	"Construction Management Plan"	a plan 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 Schedule 3 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal

		<p>possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):</p> <ul style="list-style-type: none"> <li>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;</li> <li>(b) proposals to ensure there are no adverse effects on the Conservation Area features</li> <li>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</li> <li>(d) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</li> <li>(e) the inclusion of a waste management strategy for handling and disposing of construction waste; and</li> <li>(f) 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</li> </ul>
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2.9	"the Construction Management Plan Bond"	the sum of £16,000 (sixteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.3
2.10	"the Construction Management Plan Implementation Support Contribution"	the sum of £10,116 (ten thousand one hundred and sixteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.11	"the Construction Phase"	the whole period between:  (a) the Implementation Date and  (b) the date of issue of the Certificate of Practical Completion
2.12	"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
2.13	"the Development"	deep refurbishment of existing building including new facades; erection of replacement roof extension with terrace to rear; reopening of lightwell to front and reconfiguration of entrance area; demolition of two storey outrigger and replacement with three storeys plus plant enclosure; single storey rear infill extension to existing car park with terrace above; erection of full height stair rear core extension as shown on the drawing numbers and documents submitted as part of the Planning Application:

		<p>Existing 0100; 0110 (Rev L04); 0111 (Rev L04); 0112 (Rev L04); 0113 (Rev L04); 0200 (Rev L04); 0300 (Rev L04)</p> <p>Demolition 0130 (Rev L04); 0131 (Rev L04); 0132 (Rev L04); 0133 (Rev L04); 0230 (Rev L04); 0330 (Rev L04)</p> <p>Proposed 0150 (Rev L04); 0151 (Rev L04); 0152 (Rev L04); 0153 (Rev L04); 0250 (Rev L04); 0350 (Rev L04)</p> <p>Planning Statement by Savills; Design and Access Statement by Garnett Architecture; Heritage Appraisal by The Heritage Practice; Daylight and Sunlight Assessment by Delva Patman Redler; Transport Assessment by TTP Consulting; Construction/Demolition Management Plan pro forma; Fire Strategy by Semper; Structural Statement by MNP; Energy and Sustainability Statement by TPS; Basic Air Quality Impact assessment; Noise Impact Assessment by Venta Acoustics</p>
2.14	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:</p> <p>(a) the incorporation of the measures set out in the submission document entitled "Energy and Sustainability Statement" produced by Taylor Project Services LLP and dated December 2023 (Rev C);</p> <p>(b) to achieve net zero carbon through the payment of a Carbon Offset Contribution for the remaining carbon emissions after required on site reductions;</p>



		<p>(c) to achieve an overall 66.96% reduction in on-site carbon emissions beyond the Part L 2021 baseline;</p> <p>(d) a minimum 44.47% Be Lean stage reduction through energy efficiency;</p> <p>(e) a minimum 22.49% Be Green stage reduction through on site renewable energy;</p> <p>(f) measures to ensure the Development's operational energy performance is monitored and reported on in accordance with the Greater London Authority's 'Be Seen' Energy Monitoring Guidance (or successor guidance);</p> <p>(g) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will meet the target reduction in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies; and</p> <p>(h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.15	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.16	"the Highways Contribution"	the sum of £20,000 (twenty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of

		<p>this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following (“the Highway Works”):</p> <p>(a) remedial works to the Public Highway required as a direct result of the Development including the repair of carriageway and footway directly adjacent to the Property as a result of damage due to the carrying out of the Development; and</p> <p>(b) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u></p>
2.17	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.18	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.19	"Micromobility Contribution"	means the sum of £2,000 (two 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 towards providing additional capacity for e-bikes and e-scooters in the local area

2.20	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.21	"the Parties"	mean the Council, the Freehold Owner, the First Leasehold Owner and the Second Leasehold Owner
2.22	"Pedestrian Cycling and Environmental Improvements Contribution"	means the sum of £50,000 (fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the provision of pedestrian, cycling and public realm improvements in the vicinity of the Development
2.23	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 2 January 2024 for which a resolution to grant permission has been passed conditionally under reference number 2023/5470/P subject to conclusion of this Agreement
2.24	"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
2.25	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.26	"the Property"	the land known as 50-51 Russell Square, London WC1B 4JP the same as shown edged red on Plan 1 annexed hereto
2.27	"the Public Highway"	any carriageway footway and/or verge maintainable at public expense
2.28	"Store Street Development"	means the change of use of first to third floors from office (Class E) to residential (Class C3) and reconfiguration of

		existing residential floorspace to provide 5 residential units (uplift of 4) and associated installation of ASHPs at roof level at the Store Street Property pursuant to the Store Street Permission and in accordance with the Store Street Section 106 Agreement
2.29	“Store Street Permission”	means the planning permission for the Store Street Development granted pursuant to planning application reference 2024/2299/P
2.30	“Store Street Property”	means the property known as 39, 42 and 43 Store Street, London WC1E the same as shown outlined in red on Plan 2 annexed hereto
2.31	“Store Street Residential Units”	means the 5 residential (Class C3) units to be delivered in accordance with the Store Street Permission and the Store Street Section 106 Agreement
2.32	“Store Street Section 106 Agreement”	means the agreement entered into between the parties pursuant to section 106 of the Act dated the same date as this Agreement in relation to the Store Street Development and the Store Street Permission
2.33	“the Sustainability Plan”	<p>a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:</p> <p>(a) achieve the targets set out in the submission document entitled “Energy and Sustainability Statement” produced by Taylor Project Services LLP and dated December 2023 (Rev C);</p> <p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in</p>

		<p>respect of the Property with a target of achieving an “Excellent” rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;</p> <p>(c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council’s strategic policies on sustainability contained within its Development Plan;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development’s future management and occupation; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.34	“the Travel Plan”	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:</p> <p>(a) the elements set out in the Schedule 4 hereto;</p>



		<p>(b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;</p> <p>(e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.35	“Travel Plan Co-ordinator”	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
2.36	“the Travel Plan	the sum of £11,348 (eleven thousand three hundred and

	Monitoring Contribution”	<p>forty eight pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for:</p> <p>(i) the monitoring, comment, advice and approval (where appropriate) on the Owner’s draft Travel Plan; and</p> <p>(ii) provision of measures within the Travel Plan such as cycle skills training, Camden’s cycle loan scheme and walking initiatives delivered by the Council or voluntary sector partners</p> <p>to be carried out over a six year period from the date of first Occupation of the Development</p>
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3 **NOW THIS DEED WITNESSETH** as follows:

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

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.

3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 all of which shall come into effect on the date hereof the covenants, undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" development in accordance with clause 4.8 for all relevant purposes.

#### **4 OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:

##### **4.1 STORE STREET HOUSING PROVISION**

The Owner covenants with the Council not to Occupy or use or permit Occupation of the Development until such time as:

- 4.1.1 the Store Street Residential Units have been constructed, fitted out and made ready for Occupation in accordance with the Store Street Permission and the Store Street Section 106 Agreement; and
- 4.1.2 the Owner has notified the Council's Planning Obligations Monitoring Officer in writing that the Store Street Residential Units have been constructed, fitted out and made ready for Occupation in accordance with the Store Street Permission and the Store Street Section 106 Agreement; and

4.1.3 the Council has confirmed in writing that the obligations in this clause 4.1 have been satisfied.

#### 4.2 **AFFORDABLE HOUSING CONTRIBUTION**

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

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

#### 4.3 **CONSTRUCTION MANAGEMENT PLAN**

4.3.1 On or prior to the Implementation Date to:

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

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

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

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

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

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

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

#### **4.4 CONSTRUCTION MANAGEMENT PLAN BOND**

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

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

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

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

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

(b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or



a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).

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

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

**4.5 PEDESTRIAN CYCLING AND ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION**

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

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

**4.6 MICROMOBILITY CONTRIBUTION**

4.6.1 On or prior to the Implementation Date to pay to the Council the Micromobility Contribution in full.

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

#### **4.7 TRAVEL PLAN**

4.7.1 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

4.7.2 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.

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

#### **4.8 CAR FREE DEVELOPMENT**

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

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

- 4.8.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.8.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in clauses 4.8.1 and 4.8.2 will remain permanently.
- 4.8.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in clauses 4.8.1 and 4.8.2.

#### 4.9 **HIGHWAY WORKS**

- 4.9.1 On or prior to the Implementation Date to:
- (a) pay to the Council the Highways Contribution in full; and
  - (b) submit to the Council the Level Plans for approval.
- 4.9.2 Not to Implement or to allow Implementation until such time as the Council has:
- (a) received the Highways Contribution in full; and
  - (b) approved the Level Plans as demonstrated by written notice to that effect.
- 4.9.3 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.

4.9.4 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum (and evidence (satisfactory to the Owner (acting reasonably)) as to the how the same has been incurred) reasonably and properly expended by the Council in carrying out the Highway Works (“the Certified Sum”).

4.9.5 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate and production of satisfactory evidence pay to the Council the amount of the excess.

4.9.6 If the Certified Sum is less than the Highways Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highways Contribution.

#### 4.10 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

4.10.2 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.

4.10.3 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.

4.10.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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.

#### 4.11 **SUSTAINABILITY PLAN**

- 4.11.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.11.2 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.
- 4.11.3 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.
- 4.11.4 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.

## 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 quoting planning reference 2023/5470/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 to facilitate the discharge and performance of all obligations contained herein.
- 5.4 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.



- 5.5 Where the Council's agreement, approval, acknowledgement or confirmation is required such agreement, approval, acknowledgement or confirmation shall not be unreasonably withheld or delayed.
- 5.6 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.
- 5.7 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 (for the avoidance of doubt this fee shall only be payable in the event that a formal written certification of compliance is sought from the Council's Borough Solicitor under this clause, no fee shall be payable in respect of any confirmation of compliance (or similar) the Council is otherwise obliged to provide under this Agreement).
- 5.8 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 2023/5470/P.
- 5.9 Payment of any contribution pursuant to clause 4 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 2023/5470/P. Electronic transfers shall 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.

- 5.10 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.
- 5.11 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

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

- 5.12 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6 **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the

clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2023/5470/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

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

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

7 **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**

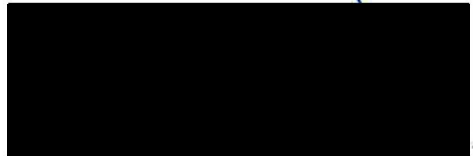
8.1 All Covenants made by the Freehold Owner, the First Leasehold Owner and the Second Leasehold Owner in this Agreement are made jointly and severally and shall be enforceable as such.

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 has caused its Common Seal to be hereunto affixed and the Freehold Owner, the First Leasehold Owner and the Second Leasehold Owner have executed this instrument as their Deed the day and year first before written

EXECUTED as a deed by  
WOBURN ESTATE COMPANY LIMITED )  
acting by a director in the presence of: )



Signature of director

*Amy Teechey* .....  
Signature of witness

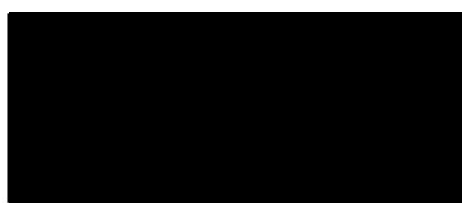
Amy Tuckey

Name of witness

29A Montague Street WC1B 5BL

Address of witness

EXECUTED as a deed by  
BEDFORD ESTATES NOMINEES  
LIMITED  
acting by a director in the presence of: )  
)  
)  
)



Signature of director

Amy Tuckey

Signature of witness

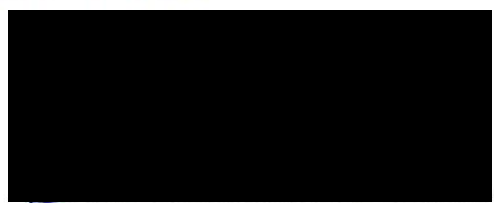
Amy Tuckey

Name of witness

29A Montague Street WC1B 5BL

Address of witness

EXECUTED as a deed by  
LONDON ESTATE NOMINEES LIMITED  
acting by a director in the presence of: )  
)  
)  
)



Signature of director

Amy Tuckey

Signature of witness

Amy Tuckey

Name of witness

29A Montague Street WC1B 5BL

Address of witness

EXECUTED as a deed by  
BEDFORD ESTATES BLOOMSBURY  
LIMITED  
acting by a director in the presence of: )  
)  
)  
)



Signature of director

Amy Tuckey

Signature of witness

Amy Tuckey

Name of witness



29A Montague Street WC1B 5BL

Address of witness

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



Authorized Signatory

JL Gordon.

**SCHEDULE ONE  
PLANS**

**PLAN 1: 50-51 RUSSEL SQUARE, LONDON, WC1B 4JP**

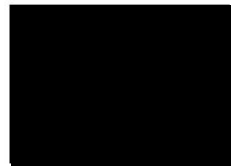




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— Properties under Client's Freehold

■ Site Location



**GENERAL NOTES**

All dimensions to be checked on site prior to commencement of any works, and/or preparation of any shop drawings. Sizes of and dimensions to any structural and MEPH services elements are indicative only. See relevant consultant's drawings for actual sizes and dimensions. This drawing to be read in conjunction with all other Architect's drawings, specifications and other Consultants' information. All proprietary systems shown on this drawing are to be installed strictly in accordance with the Manufacturers/Suppliers recommended details. Any discrepancies between information shown on this drawing and any other contract information or manufacturers/suppliers recommendations is to be brought to the immediate attention of the Architect. All work must be carried out in accordance with the Building Regulations and to the satisfaction of the Local Authority. **DO NOT SCALE FROM THIS DRAWING**

Rev	Issue Date	Revision Notes	Drawn	Checked
L04	19/12/2023	PLANNING	BR	MB
L03	08/12/2023	PLANNING	BR	MB
L01	06/12/2023	PLANNING	BR	
D01	01/12/2023	STAGE 3 EXTERIOR	BR	

**Garnett Architecture**

Architecture, Planning, Interiors

The Print Rooms,  
154-180 Lion Street  
London SE1 0LH

+44 (0)20 7404 7677  
www.garnett.studio

PROJECT 50-51 Russell Square

CLIENT The Bedford Estates Bloomsbury Limited

DATE 19/12/2023 SCALE @ A4 1:1250

DRAWING Site Location Plan

STATUS **PLANNING**

REFERENCE Project No. Originator Zone Location Type Role Code Revision No.  
**0937 - GAR - XX - 00 - DR - A - 0100 - L04**

PROJECT NUMBER	DRAWING NUMBER	REVISION
<b>0937</b>	<b>0100</b>	<b>L04</b>

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**PLAN 2: 39, 42 AND 43 STORE STREET, LONDON, WC1E**

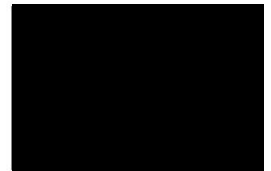
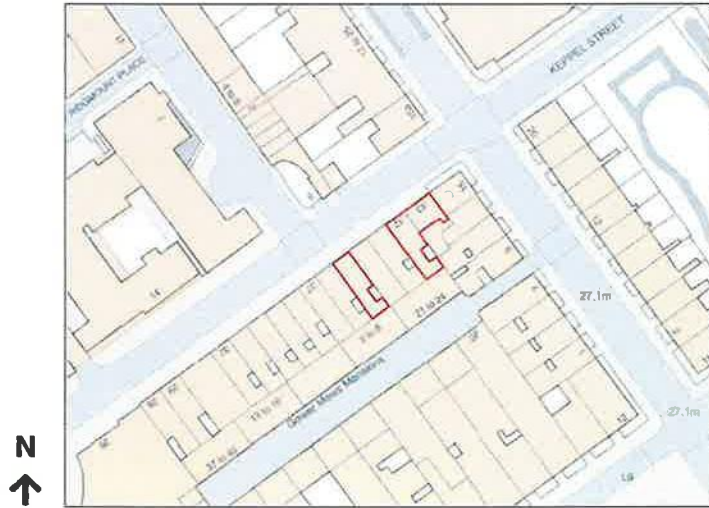
**Location Plan**

Site Address: Offices And Premises At 1st-3rd Floor, 42, Store Street, London, WC1E 7DB



Date Produced 06-Jun-2024

Scale 1:1250 @ A4



Planning Portal Reference PP-13059061v1



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**SCHEDULE TWO  
DRAFT PLANNING PERMISSION**



Application ref: 2023/5470/P  
Contact: Kristina Smith  
Tel: 020 7974 4986

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

Phone: 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Savills  
33 Margaret St  
London  
W1G0JD  
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:  
**50-51 Russell Square**  
**London**  
**Camden**  
**WC1B 4JP**

**Proposal:**

Deep refurbishment of existing building including new facades; erection of replacement roof extension with terrace to rear; reopening of lightwell to front and reconfiguration of entrance area; demolition of two storey outrigger and replacement with three storeys plus plant enclosure; single storey rear infill extension to existing car park with terrace above; erection of full height stair rear core extension.

**DRAWING**  
**DECISION**

Drawing Nos: Existing

0100; 0110 (Rev L04); 0111 (Rev L04); 0112 (Rev L04); 0113 (Rev L04); 0200 (Rev L04);  
0300 (Rev L04)

Demolition

0130 (Rev L04); 0131 (Rev L04); 0132 (Rev L04); 0133 (Rev L04); 0230 (Rev L04); 0330  
(Rev L04)

Proposed

0150 (Rev L04); 0151 (Rev L04); 0152 (Rev L04); 0153 (Rev L04); 0250 (Rev L04); 0350  
(Rev L04)



Planning Statement by Savills; Design and Access Statement by Garnett Architecture; Heritage Appraisal by The Heritage Practice; Daylight and Sunlight Assessment by Delva Patman Redler; Transport Assessment by TTP Consulting; Construction/Demolition Management Plan pro forma; Fire Strategy by Semper; Structural Statement by MNP; Energy and Sustainability Statement by TPS; Basic Air Quality Impact assessment; Noise Impact Assessment by Venta Acoustics

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:

Existing

0100; 0110 (Rev L04); 0111 (Rev L04); 0112 (Rev L04); 0113 (Rev L04); 0200 (Rev L04); 0300 (Rev L04)

Demolition

0130 (Rev L04); 0131 (Rev L04); 0132 (Rev L04); 0133 (Rev L04); 0230 (Rev L04); 0330 (Rev L04)

Proposed

0150 (Rev L04); 0151 (Rev L04); 0152 (Rev L04); 0153 (Rev L04); 0250 (Rev L04); 0350 (Rev L04)

Planning Statement by Savills; Design and Access Statement by Garnett Architecture; Heritage Appraisal by The Heritage Practice; Daylight and Sunlight Assessment by Delva Patman Redler; Transport Assessment by TTP Consulting; Construction/Demolition Management Plan pro forma; Fire Strategy by Semper; Structural Statement by MNP; Energy and Sustainability Statement by TPS; Basic Air Quality Impact assessment; Noise Impact Assessment by Venta Acoustics

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

### 3 Noise levels

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

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

### 4 Anti-vibration measures

Before the use commences, the plant shall be provided with anti-vibration measures in accordance with the scheme approved in writing by the local planning authority. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy G1, A1, A4, D1, CC1 of the London Borough of Camden Local Plan 2017.

### 5 PV panels

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

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

### 6 Piling Method Statement

No impact piling to commence until a piling method statement, prepared in consultation with Thames Water or the relevant statutory undertaker, 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. 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 A5 of the Camden Local Plan 2017.

7 Detailed drawings/samples

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

- a) Plan, elevation and section drawings of all external windows, doors and balustrades at a scale of 1:10;
- b) Sample panel of the proposed brickwork to show type, colour, bond, mortar mix, joint and pointing to be provided on site;
- c) Sample panel of GRC cladding;
- d.) Sample panel roof extension pressed metal cladding;
- e) Details of the external lighting strategy, including detailed drawings of light fittings, location and luminance levels.

The relevant part of the works shall then be carried in accordance with the approved details

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

8 Green roof details

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

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

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

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

9 External fixtures

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

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

10 Non-road mobile machinery

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

Reason: To ensure that air quality is not adversely affected by the development in accordance with policy CC4 of the Camden Local Plan 2017, and policy 7.14 of the London Plan and the Mayor's SPG: The Control of Dust and Emissions During Construction and Demolition.

11 Cycle parking

The cycle storage area at basement level for 29 long stay cycles (including associated cycle ramp access to the front lightwell) and the 4 external Sheffield stands (providing 8 short stay spaces) at ground floor level as shown on approved drawing ref: 0150 (LO4) shall be provided in their entirety prior to the first occupation of the building and permanently retained thereafter.

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

12 Mechanical Ventilation

Prior to commencement of above-ground development, full details of the mechanical ventilation system including air inlet locations shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from busy roads and the boiler and kitchen extract and as close to roof level as possible, to protect internal air quality. The development shall thereafter be constructed and maintained in accordance with the approved details.

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

13 Construction related impacts - Monitoring:

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

a. prior to installing monitors, full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they have been installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance;

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

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

Reason: To protect the amenity of surrounding occupiers in accordance with London Borough of Camden Local Plan Policy CC4.

#### 14 Terrace hours of use

The external terraces as shown on the approved drawings shall not be used outside the following times: 08:00 to 20:00 Monday to Sunday.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, D1, A1, and A4 of the London Borough of Camden Local Plan 2017.

#### Informative(s):

##### 1 Reasons for granting permission.

The application site refers to a 1960's office building on the south side of Russell Square at the junction with Bedford Place. It is occupied by Associated British Foods who have used the building as their headquarters for several decades. The motivations for the redevelopment are to expand the premises to cater for growing business needs and improve the energy and sustainability credentials of the building.

Policy E1 supports proposals for the intensification of employment sites and premises where these provide additional employment and other benefits whilst policy E2 requires the level of employment floorspace is increased or maintained in redevelopment schemes and provides other priority uses including housing. The proposal would intensify on-site employment space and deliver housing off-site (see application ref. 2024/2299/P).

The existing building would be substantially refurbished involving the replacement of all facades. The rear link building would be replaced with a new building. During the pre-application process, officers explored retaining the façade and thermally lining the façade internally however, this was ruled out as impractical and would compromise the performance of. Furthermore, a new façade would improve the thermal efficiency of the building extend the lifespan of the building rather than working with the existing windows and cladding.

The building would be extended in three places. At roof level, a larger extension would replace the existing, to the rear a single storey infill extension would replace the existing car park and to the rear on the Bedford Place elevation, an existing two storey outrigger would be replaced with a three storey building plus a setback fourth storey which would accommodate plant. A new external stair core would be provided from first to roof level. At basement level, an existing 'lid' will be removed to open up a front lightwell that was lost during the 1960s redevelopment of the site. It will be finished with black metal railings. The total uplift of the building would be 399 sqm.

The uplift triggers policy H2 as it exceeds 200 sqm in the Central London Area. In considering whether housing should be provided on site, the Council take into account a number of factors. In this case part 'g' is relevant, 'the extent of any additional floorspace needed for an existing user'. The applicant requires the additional floor area to grow the business and ultimately stay on site. Providing 50% of the uplift as residential including a new dedicated residential entrance and core would result in very limited uplift for the existing business use. Owing to site and heritage constraints, there is no further capacity for additional floorspace. The applicant owns a number of other buildings in the vicinity and has identified an off-site opportunity for housing delivery. The site is 39 and 42-43 Store Street and is subject to a separate application (Ref. 2024/2299/P) to convert the existing offices into 5 residential units (resulting in an uplift of 4 units). The site is well suited to residential use and the standard of accommodation would be good. A clause in the Section 106 agreement will be used to link the uplift of office at the application site to the provision of housing and subsequent loss of office at the donor site.

2

In heritage terms, the existing building is identified as a building that detracts from the conservation area. It is noted that the CAAMS has not been reviewed since its adoption in 2011 at which time there was less appreciation of post-war architecture compared to now. In accordance with NPPG, the planning application has provided an opportunity for a fresh assessment of the building. Owing to its quiet and well-mannered facades and elevational treatment which shares an architectural language with a number of other buildings in the conservation area, officers are of the opinion that the building has a neutral status within the conservation area. This status still provides scope for change provided proposals meet the tests with respect to the desirability of preserving or enhancing the character or appearance of conservation area. The site is adjacent to two Grade II listed terraces on Russell Square and Bedford Place and opposite Grade II listed Russell Square Gardens.

The design is expressed as a simple and elegant façade with careful articulation that retains the existing building's recessive and well-detailed character. The new building façade necessitates the projection of the front building line by approx. 0.4m beyond the existing façade. Reducing this projection has been explored but is ultimately required to achieve the necessary insulation. This would cause the property to have a more prominent presence on the terrace than is desired and would bring about a degree of harm (at the lower end of less than substantial) to the adjacent listed terrace. The façade would be clad in profiled GRC elements, toned to complement the terracotta on nearby heritage buildings, attached to the existing structural frame. Details of all facing materials and architectural details will be secured by condition.

At roof level, the replacement extension would improve the existing situation which comprises a poorly detailed extension with bulky plant above up against the party wall with no.49 Russell Square. The roof profile as viewed from the north, including from Russell Square Gardens, will be enhanced, as will the setting of the adjacent listed building. The roof extension would be clad in pressed anodized metal to give it a distinct and lighter appearance compared to the main building. The extension would be terminated by a brick flank on Bedford Place which evokes the traditional end of terrace chimney stack.

To the rear of the building, an existing on-site car park would be infilled with a single storey of office floorspace with a terrace above. This additional massing and first floor terrace would not be perceptible from anywhere and is acceptable.

The Bedford Place link building would be reconstructed with an additional storey, increasing the height from two to three storeys but maintaining the existing building line. An additional third floor plant enclosure would be well set back from the building line. Being at least a storey lower than adjacent building heights, the link would still read as a subordinate built element in the wider townscape though less so than the current situation. The part erosion of this historical relationship and loss of visual gap, which it should be noted has already been lost to some degree through the existing situation, constitutes less than substantial harm to the conservation area at the lower end of the scale.

- 3 The rear elevation would be re-clad in brick to allow for a more domestic feel and to tie in with the rear elevations on neighbouring heritage buildings, providing a more consistent backdrop to views from within Montague Gardens behind. A stair extension is set away from Bedford Place to conceal its impact. Its form and scale is akin to an historical closet wing. The link extension and stair core will result in more massing as read from Montague Gardens but this is not considered to be excessive and owing to their footprint and height, the extensions maintain a secondary relationship to the surrounding buildings. A slim rear terrace would also be provided at roof level which would be finished with a metal balustrade. Given the existing roof can be accessed currently, a roof terrace in this location is acceptable.

Reinstating the front lightwell is welcomed as it improves the building's relationship with the street and aligns with the front lightwells evident elsewhere in the area. Details of the balustrade will be secured by condition. A structural note has been provided that confirms the excavation involved would not warrant a Basement Impact Assessment.

In amenity terms, the surrounding occupiers are largely commercial but there are two residential units in the lower ground floor of 19 and 20 Bedford Place. A daylight and sunlight assessment has demonstrated that the impacts will comfortably meet BRE guidelines. There are no privacy concerns associated with new terraces and window openings. A noise impact assessment has been submitted in relation to the plant installation which consists of condenser units and air handling plant. It has been reviewed by the Council's Environmental Health officer who finds the proposal acceptable subject to standard conditions limiting noise levels and requiring anti-vibration isolators. A condition will require the roof terraces to not be used beyond 8pm.

The proposals would improve the energy and sustainability performance of the existing building. The proposal would achieve an overall carbon reduction of 66% with 22.49% at Be Green stage. The existing building structure is being retained which is welcomed although there is still substantial demolition, including the rear link building and so a condition securing 95% of waste to be diverted from landfill will be attached. A green roof combined with PV panels would be provided at roof level and both secured by condition. The proposal would achieve BREEAM 'Excellent'. Energy and sustainability plans will be secured by S106 legal agreement.

MVHR is proposed and details of air inlet will be secured by condition. Construction dust risk is medium and real time dust monitoring will be secured by condition with mitigation secured through the CMP. The proposal has satisfactorily demonstrated it would achieve Air Quality Neutral.

The development will be car-free, secured by Section 106 agreement, and represents an improvement on the existing situation as the on-site car park will be removed via development. A contribution to the provision of a disabled parking space (within 50m of the site) shall be secured by Section 106 agreement. Building access will be improved with a new wheelchair accessible lift providing step free access to basement and fifth floor level.

Based on London Plan standards, the cycle parking requirement is 31 long stay and 5 short stay spaces. 29 will be provided at basement level and details will be secured by condition to ensure a proportion is fully accessible. 8 short stay spaces will be located near the entrance.

- 4 On balance, the slightly different mix of long and short stay spaces proposed is acceptable particularly in light of the current provision which comprises only 6 semi vertical cycle racks. Owing to structural constraints a cycle lift is not possible but cycle tracks will be provided on the stairway. Further to this, a micromobility improvements contribution will be secured to allow the Council to provide additional capacity for e-bikes and e-scooters in the local area.

In line with the anticipated increase in cycle and walking trips generated by the development, the Council will seek a contribution of £50,000 towards sustainable transport/public realm improvement schemes to enhance the pedestrian and cycling environment in the vicinity of the site, namely The Holborn Liveable Neighbourhood (HLN) scheme; the contraflow cycle facilities on Guilford Street and the Woburn Place bus priority corridor.

A draft Delivery and Servicing Plan (DSP) was submitted with the application. All delivery and servicing activity would take place on-street, mainly utilising 3.5t Light Goods Vehicles. Waste will be stored at basement level within a dedicated refuse store. Prior to collection, waste will be transported from the basement to surface level within the curtilage of the development. Refuse collection will take place on-street from Bedford Place by a private waste contractor. A more detailed Deliveries and Servicing Plan will be secured by Section 106.

A highways contribution of £20,000 is required to make any changes or repairs to the public highway in the direct vicinity of the development, including the removal of the existing crossover on Bedford Place and the security bollards fronting the site. This would be secured by Section 106.



Owing to the scale of demolition and construction works in close proximity to Southampton Row and Woburn Place (which form part of the strategic road and cycle networks), a Construction Management Plan together with an implementation support contribution of £10,116 and impact bonds of £16,000 would be secured by Section 106 agreement.

Overall, the less than substantial heritage harm (at the lower end of the scale) identified to the conservation area and setting of neighbouring listed buildings would be outweighed by heritage benefits (upgraded façade design, rationalised roof extension, front lightwell) as well as public benefits including the intensification of employment floorspace in an accessible Central London location and the retention of an existing business. Further, the application would deliver off-site housing, various energy and sustainability benefits alongside the promotion of sustainable travel modes.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area and the setting of adjacent listed buildings, under s.72 and s.66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

Two objections have been received prior to making this decision, both on design grounds. One relates to the choice of facing materials not matching surrounding buildings and the other considers the proposal to be a missed opportunity to opt for a more radical approach that would better respect the historic terrace and avoid reinstating horizontal emphasis. The existing building is distinctive from the surrounding buildings and the proposed design is working with the existing structure. It would be high quality and sympathetic to its context. Architectural details and materials would be secured by condition. The planning history of the site has been taken into account when coming to this decision.

As such, the proposal is in general accordance with policies G1, H1, H2, A1, A3, A4, D1, D2, CC1, CC2, CC3, CC4, CC5, C6, E1, E2, T1, T2 and DM1. The proposed development also accords with the London Plan 2021 and the National Planning Policy Framework.

- 5 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 6 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.

- 7 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.
- 8 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 9 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email [highwayengineering@camden.gov.uk](mailto:highwayengineering@camden.gov.uk).
- 10 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at [www.camden.gov.uk/cil](http://www.camden.gov.uk/cil) for more information, including guidance on your liability, charges, how to pay and who to contact for more advice. Camden adopted new CIL rates in October 2020 which can be viewed at the above link.

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

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate

## SCHEDULE THREE

### Pro Forma Construction Management Plan

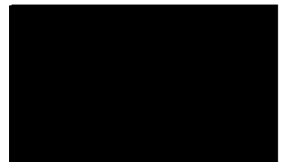
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of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

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

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

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

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



## SCHEDULE FOUR

### THE TRAVEL PLAN

#### **PART I: Components of the Travel Plan**

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

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

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

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

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

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

#### **1. Public Transport and walking**

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: [www.tfl.gov.uk/](http://www.tfl.gov.uk/) [www.nationalrail.co.uk](http://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](http://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.