

**DATED**

**2025**

**(1) SAFFRON HILL INVESTMENT HOLDINGS LIMITED**

**and**

**(2) STRATHAVEN INVESTMENT HOLDINGS LIMITED**

**and**

**(3) INVESTEC BANK PLC**

**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**

**NCP Saffron Hill, 14 St Cross Street, London EC1N 8UN**

**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  
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Town Hall  
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**Tel: 020 7974 6007**

**s106 v Final  
1145952**

## **CONTENTS**

1. Recitals
2. Definitions
3. Construction
4. Obligations of the Owner
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  | Draft Planning Permission              |
| Schedule 2  | Plans                                  |
| Schedule 3  | Construction                           |
| Schedule 4  | Employment Local Procurement           |
| Schedule 5  | Energy and Sustainability              |
| Schedule 6  | Transport, Highways and Public Realm   |
| Schedule 7  | Jewellery Workspace                    |
| Schedule 8  | Pro Forma Construction Management Plan |
| Schedule 9  | The Burland Category of Damage         |
| Schedule 10 | Local Procurement Strategy             |
| Schedule 11 | The Travel Plan                        |

**THIS AGREEMENT** is made the

day of

2025

**B E T W E E N:**

- A. **SAFFRON HILL INVESTMENT HOLDINGS LIMITED** (incorporated in British Virgin Islands) of 2nd Floor, Geneva Place, 333 Waterfront Drive, Road Town, Tortola, British Virgin Islands (hereinafter called "the Freeholder") of the first part
- B. **STRATHAVEN INVESTMENT HOLDINGS LIMITED** (incorporated in British Virgin Islands) of care of Elemental CoSec Ltd, 27 Old Gloucester Street, London, WC1N 3AX (hereinafter called "the Leaseholder") of second part
- C. **INVESTEC BANK PLC** (Co. Regn. No. 00489604) of 30 Gresham Street, London EC2V 7QP (hereinafter called "the Mortgagee") of the third part
- 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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN219505 subject to a charge to the Mortgagee.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL22701 subject to a charge to the Mortgagee.
- 1.3 The Freeholder is the freehold owner and the Leaseholder is the leasehold owner of the Property and they are both interested in the Property for the purposes of Section 106 of the Act and shall hereinafter be referred to as the Owner.
- 1.4 The Property is subject to existing leasehold interests registered at the Land Registry under title number NGL820098 and NGL865615. It is intended for any lease to be determined prior to Implementation of the Development. The Owner is prepared to

accept an obligation that it will not Implement or permit Implementation or otherwise take any steps to carry out the Development until such time as the any existing leasehold interests in the Property have determined and such lessee has permanently vacated the Property as more particularly described in clause 5 of this Agreement.

- 1.5 A planning application for the Development of the Property was submitted to the Council and validated on 8 April 2024 and the Council resolved to grant permission conditionally under reference number 2024/1364/P subject to the conclusion of this legal Agreement.
- 1.6 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.
- 1.7 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge contained in a Debenture registered under Title Numbers LN219505 and NGL22701 and dated 4 June 2019 is willing to enter into this Agreement to give its consent to the same.

## 2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
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2.2	"the Affordable Rent"	the rental level rate to be approved in writing by the council based on an approved methodology (the methodology to be agreed by the Council and the Owner in writing) for establishing rental levels to the proposed tenants of the Jewellery Workspace to be calculated as a minimum at a discount of 50% of the mean average market rents paid by jewellery sector tenants for an equivalent work space in the Hatton Garden area over the preceding 12 month period and also providing that service charges and other associated fees are affordable
2.3	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.4	"Approved Architect"	means Allford Hall Monaghan Morris or such other architect similarly experienced in the design and construction of high quality buildings to be retained by the Owner on reasonable commercial terms (the identify of such architect to have been the subject of consultation with the Council prior to their appointment and to be agreed with the Council and shall take account of the commercial context within which the Owner appoints such an architect)
2.5	"the Burland Category of Damage"	an industry recognised category of structural damage as specified at para 4.29 to 4.33 of Camden Planning Guidance Basements adopted January 2021 (as may be amended) and shown in Schedule 9 annexed hereto
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 STEAM"	means the Camden STEAM Commission (or its

		<p>successor/replacement) which has been established with the following key purposes:</p> <ul style="list-style-type: none"> <li>(i) to highlight Camden's unique STEAM economy and the skills needed for the roles of the future+</li> <li>(ii) to encourage greater fusion in creative, digital and scientific education</li> <li>(iii) to mobilise business resources to drive skills and careers education</li> <li>(iv) to tackle underrepresentation and provide all Camden young people with access to the opportunities available locally</li> </ul>
2.9	"Carbon Offset Contribution"	the sum of £84,161 (eighty three thousand six hundred and nineteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement such sum calculated to offset the remaining carbon emissions caused by the Development after the required on-site reductions in order to achieve net zero carbon and in the event of receipt the Council will apply the contribution towards off-site carbon reduction measures in the London Borough of Camden
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	"Commencement of Construction Works"	means Implementation of any works comprised in the Development following and not including Demolition and "Commence Construction Works" shall be construed accordingly
2.12	"the Construction Apprentice Default Contribution"	the sum of £20,000 per apprentice being payment for each apprentice required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction apprentice provision
2.13	"the Construction Apprentice Support Contribution"	the sum of £27,200 (being £1,700 (one thousand seven hundred pounds) per apprentice) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by

		the Council to support the recruitment and training of apprentices
2.14	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development (following Demolition) 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 8 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> <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 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 co-ordinating vehicular movement with other development taking place in the vicinity and 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> </ul>

		(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
2.15	"the Construction Phase"	the whole period between  (a) the Implementation Date and  (b) the date of issue of the Certificate of Practical Completion
2.16	"the Construction Phase Working Group"	a working group to be convened in accordance with the requirements of paragraph 4 of Schedule 3 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
2.17	"the Construction Work Placement Default Contribution"	the sum of £804 per work placement being payment for each work placement required to work on the Development under the terms of this Agreement but not provided to be paid by the Owner to the Council in lieu of construction workplace provision
2.18	"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
2.19	"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
2.20	"CPZ Review Contribution"	the sum of £30,000 (thirty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt towards the review of the Controlled Parking Zone CA-D in the



		vicinity of the Development
2.21	"Defects Liability Period"	means such period of time following Practical Completion of the Development in which a contractor may remedy defects as may be included in the building contract for the Development
2.22	"Demolition"	operations in connection with the demolition and clearance of the existing car park and offices on the Property at the date of this Agreement or any part thereof and "Demolish" shall be construed accordingly
2.23	"the Demolition and Construction Management Plan Bond"	the sum of £32,000 (thirty two 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 Demolition Management Plan and/ or Construction Management Plan following the procedures set out in paragraph 3 of Schedule 3
2.24	"the Demolition and Construction Management Plan Implementation Support Contribution"	the sum of £30,513 (thirty thousand five hundred and thirteen 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
2.25	"Demolition Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking any Demolition using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in Schedule 8 hereto to ensure the Demolition can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(g) a statement to be submitted to Council giving details of the</p>

		<p>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;</p> <p>(h) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(i) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(j) amelioration and monitoring measures over construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and 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>(k) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(l) 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>
2.26	"Detailed Basement Construction Plan"	<p>a plan setting out detailed information relating to the design and construction of the basement (or relevant part thereof) forming part of the Development with a view to minimising any or all impacts of the Development on neighbouring properties and the water environment and canal and to provide a programme of detailed mitigation measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and neighbouring properties as described in the</p>

		<p>Basement Impact Assessment by A2 Site Investigation dated June 2024 submitted with the Planning Application to include the following key stages:-</p> <ol style="list-style-type: none"> <li>1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Basement Design Engineer”) and for details of the appointment to be submitted to the council for written approval in advance (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and</li> <li>2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Basement Construction Plan and at all times to ensure the following:- <ol style="list-style-type: none"> <li>a) that the design plans have been undertaken in accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of neighbouring properties have been incorporated into the final design; and</li> <li>b) that the result of these appropriately conservative figures ensure that the Development will be undertaken without any impact on the structural integrity of the neighbouring properties beyond “Very Slight” with reference to the Burland Category of Damage; and</li> <li>c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in accordance with</li> </ol> </li> </ol>
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		<p>this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vi) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan:</p> <ul style="list-style-type: none"> <li>(i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the neighbouring properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);</li> <li>(ii) a method statement detailing the proposed method of ensuring the safety and stability of neighbouring properties throughout the construction of the basement including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;</li> <li>(iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of neighbouring properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;</li> <li>(iv) the Basement Design Engineer to be retained at the Property throughout the construction of the basement to inspect approve and undertaking regular monitoring of</li> </ul>
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		<p>both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;</p> <p>(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures in order to maintain structural stability of the Property, the neighbouring properties and the local water environment (surface and groundwater);</p> <p>(v) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the construction of the basement and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing);</p> <p>3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Certifying Engineer”) AND for details of the appointment of the certifying engineer to be submitted to the council for written approval in advance; and,</p> <p>4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the</p>
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		<p>Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.</p> <p>5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.</p> <p>6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.</p>
2.27	"the Development"	means the demolition of existing car park and offices, and erection of a new 8 storey building for use as office (Class E); with ground floor cafe unit and affordable workspace in basement and proposed servicing facilities, cycle and refuse storage and associated landscaping along St Cross Street pursuant to the Planning Permission
2.28	"Disabled Parking Bay Contribution"	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 provision of an on street parking bay designated for the use by the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 in the

		vicinity of the Development
2.29	"Electric Vehicle Charging Contribution"	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 provision of an additional electric vehicle charging point (fast charger) in the vicinity of the Development
2.30	"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 paragraph 3 of Schedule 4 of this Agreement through (but not be limited to) the following:-</p> <p>(a) ensuring advertising of all construction vacancies exclusively through the Council's Construction Centre in the first instance and only promoting more widely if a candidate cannot be found within 28 days following advertisement of the relevant vacancy through the Council's Construction Centre;</p> <p>(b) during the Construction Phase to ensure at least 20% of the onsite workforce is comprised of local people residing in Camden;</p> <p>(c) during the Construction Phase to ensure the provision of 16 construction apprentices and no less than 20 work experience placements;</p> <p>(d) joining the Council's Inclusive Business Network and promoting this and good employment practice to occupiers of the Development;</p> <p>(a) working with Camden Learning and Camden STEAM programme on school engagement (if applicable).</p> <p>(e) working with Good Work Camden and the Council's Inclusive</p>

		<p>Economy Service to recruit local people to vacancies and to offer specific opportunities</p> <p>(f) offering specific opportunities to those furthest from the labour market.</p> <p>(g) ensure delivery of a minimum of 3 end use apprenticeships on a 5 year rolling basis (unless otherwise agreed with the Council in writing); and</p> <p>(h) commit to following the Local Procurement Plan</p> <p>(i) a completed vacancy template setting out the relevant details of the apprenticeship and work experience opportunities and the details of any alternative sources of recruitment from which candidates may be sourced in accordance with the provisions of Schedule 4.</p>
2.31	"the Employment and Training Contribution"	<p>the sum of £251,685.00 (two hundred and fifty one thousand six hundred and eighty five pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to support activities that create or promote opportunities for employment or training</p>
2.32	"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>(j) the incorporation of the measures set out in the submission document entitled Energy Strategy Rev E dated July 2024 by CarbonPlan Engineering;</p> <p>(k) 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>(l) to achieve an overall 35.28% reduction in on-site carbon emissions beyond the Part L 2021 baseline and for the avoidance of doubt the baseline is 45.63 tonnes of carbon per annum;</p> <p>(m) a minimum 17% Be Lean stage reduction through energy efficiency;</p> <p>(n) a minimum 22% Be Green stage reduction through on site renewable energy;</p> <p>(o) measures to ensure the Development's operational energy performance is monitored and reported on in accordance with paragraph 1 of Schedule 5 , including the requirement to install and maintain suitable metering and/ or monitoring and management systems.</p> <p>(p) 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;</p> <p>(q) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:</p> <ul style="list-style-type: none"> <li>- safeguarded space for a future heat exchanger;</li> <li>- 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;</li> <li>- provision for external buried pipework routes to be</li> </ul>
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		<p>safeguarded to a nearby road or similar where connection to the DHN would be made.</p> <ul style="list-style-type: none"> <li>- 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; and</li> </ul> <p>(r) 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>
2.33	"Energy Performance Indicators"	<p>means:</p> <p>(i) for the purposes of paragraph 1.1 of Schedule 5, the 'planning stage' performance indicators as per the methodology outlined in the 'planning stage' chapter / section of the GLA Energy Monitoring Guidance.</p> <p>(ii) for the purposes of paragraph 1.3 of Schedule 5, the 'as-built stage' estimated performance indicators as per the methodology outlined in the 'As-built stage' chapter / section of the GLA Energy Monitoring Guidance.</p> <p>(iii) for the purposes of paragraph 1.5 of Schedule 5, the 'in-use stage' performance indicators as per the methodology outlined in the 'In-use stage' chapter / section of the GLA Energy Monitoring Guidance.</p>
2.34	"GLA"	means the Greater London Authority or any successor in statutory function
2.35	"GLA Energy Monitoring Guidance"	means the GLA document titled "Be Seen Energy Monitoring Guidance" dated September 2021 (or any replacement thereof)
2.36	"GLA's Energy Monitoring Portal"	means the GLA's 'Be seen' reporting webform on the GLA's website or any other such method of submission that may replace this

2.37	"the Highways Contribution"	<p>the sum of £250,000 (two hundred and fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property such works to include (subject to final design) the following ("the Highways Works"):-</p> <ul style="list-style-type: none"> <li>a) remove and relocate the existing motorcycle parking bay and car park access/egress,</li> <li>b) increase the footway width,</li> <li>c) install additional short-stay cycle parking in a form of twelve Sheffield stands,</li> <li>d) provide new planting with four integrated benches for public seating, including spaces for wheelchair users,</li> <li>e) improve lighting to deliver light levels which support the safety initiatives in the area, and navigation by people with visual disabilities,</li> <li>f) one accessible car parking space on Saffron Hill</li> <li>g) a raised table at the junction of St Cross Street and Saffron Hill in high quality material (e.g., granite setts),</li> <li>h) closure of the western section of Saffron Street to motor vehicles between Onslow Street and Saffron Hill (to be pedestrians and cycles only) and provide a shared space surface in high quality material (e.g., granite setts);</li> <li>i) any necessary Traffic Management Orders;</li> <li>j) any other works the Council acting reasonably requires as a direct result of the Development</li> </ul> <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>
2.38	"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 save for</p>

		any works of surveys, site clearance preparatory to Demolition, service diversions (including the laying and removal of services), works of archaeological, ground or soil investigation, testing or remediation, decontamination, the erection of temporary hoardings and fences and any other analogous works preparatory to the commencement of Demolition and construction and references to "Implementation" and "Implement" shall be construed accordingly
2.39	"the Jewellery Workspace"	The 586 square metres of net internal floor space within the Development on the ground and lower ground floors of the Property as shown labelled affordable workspace on Plans 2A and 2B annexed hereto at Schedule 2 which is to be used exclusively for purposes within Class E(g)(iii) of the Use Classes Order as jewellery manufacturing/jewellery workshop space or some other purpose relating to jewellery sector trading as agreed with the Council in writing and to be offered for rent (including all subsequent new leases) in accordance with the Jewellery Workspace Specification Plan and proactively marketed accordance with the Jewellery Workspace Marketing Plan
2.40	"Jewellery Workspace Marketing Plan"	<p>A detailed marketing plan to be prepared by the Owner setting out a package of measures to be adopted by the Owner in marketing the Jewellery Workspace to include:</p> <ul style="list-style-type: none"> <li>(i) The marketing particulars and specification of the Jewellery Workspace to be offered at the Affordable Rent;</li> <li>(ii) Details of how and where the Jewellery Workspace will be marketed;</li> <li>(iii) Measures to ensure that the Jewellery Workspace is properly marketed to jewellery businesses in the local area and a specific strategy to promote the Jewellery Workspace through local business channels</li> <li>(iv) While the Jewellery Workspace is unoccupied by a tenant or tenants to prepare a report at 4 (four) months intervals from the date of commencement of the marketing period (with the Owner to inform the Council of the date in writing) with details of the marketing efforts made by the Owner in</li> </ul>

		accordance with the approved Jewellery Workspace Marketing Plan during the previous 4 (four) months to market the Jewellery Workspace to secure a suitable tenant
2.41	"the Jewellery Workspace Specification Plan"	<p>A plan to be prepared by the Owner for the provision and management of the Jewellery Workspace to ensure that it remains flexible and affordable including (but not limited to):</p> <ul style="list-style-type: none"> <li>(a) Details of any Jewellery Workspace Operator (if any)</li> <li>(b) Details of the space to be offered as Jewellery Workspace to ensure the Jewellery Workspace will be offered in a range of sizes, including those of no more than approximately 30 square metres,</li> <li>(c) Measures to ensure the Jewellery Workspace is offered for rent (including all subsequent new leases) for a minimum period of 12 months and to remain at an Affordable Rent for the lifetime of the Development (with flexibility to extend Occupation after twelve months or for shorter tenancies to be agreed if required by the occupiers)</li> <li>(d) The Jewellery Workspace to be provided to at least shell and core level with the following additional specification: <ul style="list-style-type: none"> <li>i. The provision of durable floor covering over the Jewellery Workspace floor;</li> <li>ii. The provision of lighting, heating, energy supply, painted walls and ceilings; telephone sockets and WCs on the Jewellery Workspace floor; and</li> <li>iii. To ensure the standard is suitable for the intended jewellery sector occupiers</li> </ul> </li> <li>(e) If the additional specification listed in paragraphs (d)(i), (d)(ii) and (d)(iii) above is not provided a rent free period must be offered to any jewellery sector tenants in lieu to the value of the cost of the works set out in paragraph (d) above such amount to be agreed by the Owner with the Council in writing.</li> </ul>
2.42	"the Level Plans"	plans demonstrating the levels at the interface of the Development

		the boundary of the Property and the Public Highway
2.43	"Local Procurement Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise procurement opportunities relating to the Development through (but not limited to) the following:</p> <p>(a) the incorporation of the measures set out in the Local Procurement Strategy annexed to Schedule 10 hereto;</p> <p>(b) measures to ensure provision of a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Strategy;</p> <p>(c) to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Strategy</p> <p>(d) to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services;</p>
2.44	"Micromobility Improvements Contribution"	the sum of £10,000 (ten 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 improvements to cycle/e-scooter hire services in the vicinity of the Development by expanding existing bays and/or providing additional bays to provide additional capacity for parking of dockless rental e-bikes and rental e-scooters
2.45	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.46	"the Parties"	mean the Council the Owner and the Mortgagee
2.47	"the Pedestrian Cyclist and Environmental Contribution"	the sum of £350,000 (three hundred and fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various transport pedestrian cycle and public realm improvements in the vicinity of the Development
2.48	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 8 April 2024 for which a resolution to grant permission has been passed conditionally under reference number 2024/1364/P subject to conclusion of this Agreement
2.49	"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 7.1 hereof
2.50	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.51	"the Property"	the land known as NCP Saffron Hill, 14 St Cross Street, London EC1N 8UN the same as shown shaded green on Plan 1 annexed hereto at Schedule 2
2.52	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.53	"Public Open Space Contribution"	the sum of £120,000 (one hundred and 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 the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public

		open spaces in the vicinity of the Development
2.54	"Reportable Unit"	means a Reportable Unit (Energy Centre) or Reportable Unit (Non-Residential)
2.55	"Reportable Unit (Energy Centre)"	means either a connection to a third-party DHN, a self-contained Energy Centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a building)
2.56	"Reportable Unit (Non-Residential)"	means a building with a single occupier/tenant or a building with multiple tenants
2.57	"the Servicing and Delivery Management Plan"	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-</p> <ul style="list-style-type: none"> <li>(a) a requirement for delivery and servicing vehicles to load/unload from a specific suitably located area;</li> <li>(b) details of the person/s responsible for directing and receiving deliveries to the Property;</li> <li>(c) measures to avoid a number of delivery vehicles arriving at the same time;</li> <li>(d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;</li> <li>(e) likely nature of goods to be delivered;</li> <li>(f) the likely size of the delivery vehicles delivering to the</li> </ul>



		<p>Property;</p> <p>(g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;</p> <p>(h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;</p> <p>(i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;</p> <p>(j) procedures for non-compliance with the Servicing and Delivery Management Plan;</p> <p>(k) details of arrangements for refuse storage and servicing; and</p> <p>(l) 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>
2.58	"the Plan" Sustainability	<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 Sustainability Statement dated December 2023 by CarbonPlan Engineering</p>

		<p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving at least Excellent and if possible Outstanding rating and attaining at least 91% of the credits in Energy, 66% in Water and 78% 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>
2.59	"the Travel Plan"	a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport

		<p>incorporating (but not limited to) the following:-</p> <ul style="list-style-type: none"> <li>(a) the elements set out in the Schedule 11 hereto;</li> <li>(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;</li> <li>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</li> <li>(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</li> <li>(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;</li> <li>(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</li> </ul>
2.60	"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
2.61	"the Travel Plan Monitoring and Measures Contribution"	the sum of £11,348 (eleven thousand three hundred and forty eight pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the

		<p>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 of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 and 10 and Part 4 of Schedule 3 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

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

4.1 The Owner will observe and perform the covenants contained in Schedules 3 to 11 as planning obligations for the purposes of Section 106 of the 1990 Act and as covenants and Undertakings for the purposes of the Highways Act 1980, 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.

#### 5. **LEASEHOLD INTERESTS**

5.1 The Owner undertakes to the Council not to Implement or permit the Implementation of the Development or carry out works of Demolition (whichever is the earlier) or otherwise take any steps to carry out the Development until it has demonstrated to the Council's reasonable satisfaction that either:

(a) any existing leasehold interests in the Property as at the date of this Agreement save for:

- a. The Leaseholder's interest in the Property registered at the Land Registry under Title Number NGL22701; and
- b. The transformer chamber lease registered at the Land Registry under Title Number NGL865615

have been determined or have otherwise come to an end and such lessee has permanently vacated the Property; or

- (b) provided evidence to the Council that any existing leasehold interests in the Property save for those leasehold interests detailed at paragraph (a) above as at the date of this Agreement have entered into a confirmatory deed under Section 106 of the Act with the Council covenanting in identical terms to the terms of this Agreement or on such other terms as approved by the Council in writing.

6. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 6.1 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.
- 6.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2024/1364/P the date upon which the Development will be ready for Occupation.
- 6.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.4 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.

- 6.5 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.
- 6.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2024/1364/P.
- 6.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2024/1364/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.
- 6.8 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.
- 6.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Office for National Statistics at the date hereof is

the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 6.10 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.

7. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 7.1 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](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2024/1364/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.
- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 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.
- 7.4 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.

- 7.5 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.
- 7.6 Neither the Owner, the Leaseholder or the Mortgagee 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.
- 7.7 The Council shall act reasonably and proportionately when seeking to enforce any terms of this Agreement.
- 7.8 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.
- 7.9 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.

8. **MORTGAGEE EXEMPTION**

- 8.1 The Mortgagee hereby consents to the Freeholder and Leaseholder entering into this Agreement and acknowledges that this Agreement binds the Property and to the same being registered at the Land Registry as provided in Clause 6.4 hereof.

8.2 The Mortgagee shall only be liable for any breach of this Agreement in the event that it becomes a mortgagee in possession of the Property.

8.3 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.

9. **JOINT AND SEVERAL LIABILITY**

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

10. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED as a Deed by the said	)	
<b>SAFFRON HILL INVESTMENT HOLDINGS LIMITED</b>	)	_____ Authorised Signatory
(a company incorporated in British Virgin Islands)	)	
acting by	)	
and	)	
in their capacity as authorised signatories of	)	_____ Authorised Signatory
GUARDIAN CORPORATE SERVICES LIMITED,	)	
director of <b>SAFFRON HILL INVESTMENT</b>	)	
<b>HOLDINGS LIMITED,</b>	)	
who in accordance with the laws of that territory	)	
are acting under the authority of the company	)	

EXECUTED as a Deed by the said	)	
<b>STRATHAVEN INVESTMENT HOLDINGS LIMITED</b>	)	_____ Authorised Signatory
(a company incorporated in British Virgin Islands)	)	
acting by	)	
and	)	
in their capacity as authorised signatories of	)	_____ Authorised Signatory
GUARDIAN CORPORATE SERVICES LIMITED,	)	
director of <b>STRATHAVEN INVESTMENT</b>	)	
<b>HOLDINGS LIMITED,</b>	)	
who in accordance with the laws of that territory	)	
are acting under the authority of the company	)	

**EXECUTED** and **DELIVERED** by  
**INVESTEC BANK PLC**  
acting by its duly appointed authorised  
signatories under a power of attorney dated [  
] as follows:

.....  
Authorised Signatory

in the presence of:

.....  
Witness  
Full Name:  
Address:  
  
Occupation:

.....  
Authorised Signatory

in the presence of:

.....  
Witness  
Full Name:  
Address:  
  
Occupation:

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

.....  
**Authorised Signatory**

## **SCHEDULE 1**

### **The Permission**

The draft planning permission attached hereto

Application ref: 2024/1364/P  
Contact: Ewan Campbell  
Tel: 020 7974 5458  
Date: 14 April 2025

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

Phone: 020 7974 4444

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

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

DP9  
DP9  
100 Pall Mall  
London  
SW1Y5NQ  
United Kingdom

Dear Sir/Madam

**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)

## **DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**NCP Car Park**  
**45 To 54 Saffron Hill And 3 Saffron Street**  
**London**  
**EC1N 8UN**

Proposal:

Demolition of existing car park and offices, and erection of a new 8 storey building for use as office (Class E); with ground floor cafe unit and affordable workspace in basement. Proposed servicing facilities, cycle and refuse storage and associated landscaping along St Cross Street.

Drawing Nos:

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:

22068-AHMM-ZZ-ZZ-DR-A-PL001, 22068-AHMM-ZZ-ZZ-DR-A-PL011, 22068-AHMM-ZZ-GF-DR-A-PL100 Rev 01, 22068-AHMM-ZZ-01-DR-A-PL101, 22068-AHMM-ZZ-05-DR-A-PL105 Rev 02, 22068-AHMM-ZZ-06-DR-A-PL106 Rev 02, 22068-AHMM-ZZ-07-DR-A-PL107, 22068-AHMM-ZZ-08-DR-A-PL108, 22068-AHMM-ZZ-09-DR-A-PL109, 22068-AHMM-ZZ-LGF-DR-A-PL10L, 22068-AHMM-ZZ-B1-DR-A-PL10B, 22068-AHMM-ZZ-XX-DR-A-PL201, 22068-AHMM-ZZ-XX-DR-A-PL202, 22068-AHMM-ZZ-XX-DR-A-PL203, 22068-AHMM-ZZ-XX-DR-A-PL301, 22068-AHMM-ZZ-XX-DR-A-PL302 Rev 02.

22068-AHMM-ZZ-GF-DR-A-PL210, 22068-AHMM-ZZ-01-DR-A-PL211, 22068-AHMM-ZZ-01-DR-A-PL212, 22068-AHMM-ZZ-01-DR-A-PL213, 22068-AHMM-ZZ-01-DR-A-PL214, 22068-AHMM-ZZ-05-DR-A-PL215, 22068-AHMM-ZZ-06-DR-A-PL216, 22068-AHMM-ZZ-07-DR-A-PL217, 22068-AHMM-ZZ-08-DR-A-PL218, 22068-AHMM-ZZ-09-DR-A-PL219, 22068-AHMM-ZZ-B1-DR-A-PL21B, 22068-AHMM-ZZ-XX-DR-A-PL221, 22068-AHMM-ZZ-XX-DR-A-PL222, 22068-AHMM-ZZ-XX-DR-A-PL223, 22068-AHMM-ZZ-XX-DR-A-PL231, 22068-AHMM-ZZ-XX-DR-A-PL232.

Acoustic Impact Report 023620-R03-B; Air Quality Impact Assessment 14810-01 v2.00; Archaeological Desk Based Assessment November 2023; Basement Impact Assessment 38823-A2SI-XX-XX-RP-Y-0004-03 June 2024; Biodiversity Gain Plan and Urban Greening Factor Review 147523; Circular Economy Statement Rev E July 2024; Construction Management Plan dated 15th February 2024; Daylight, Sunlight and Overshadowing Report P3173; Draft Delivery, Servicing & Waste Management Plan March 2024; Design and Access Statement March 2024; Energy Strategy Rev E July 2024; Fire Statement 231219DN00F1; Flood Risk Assessment and Drainage Strategy Report 2929; Framework Travel Plan March 2023; Regeneration Statement March 2024; Security Needs Assessment SGW-JN-001600; Sustainability Statement December 2023; Transport Statement March 2024; Whole Life Carbon Assessment Rev H2 October 2024, GLA Reporting Spreadsheet (Rev B), WLCA Assessment spreadsheet (Rev H2)

- 3 Reason: for the avoidance of doubt and in the interest of proper planning  
Before the relevant part of the work is begun, 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) Plan, elevation and section drawings, including fascia, cornice, pilasters and glazing panels of the new shopfronts at a scale of 1:10;

c) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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 policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 No meter boxes, flues 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.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy D1 and D2 of the London Borough of Camden Local Plan 2017.

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

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

- 6 The development shall not be carried out other than in strict accordance with the methodologies, recommendations and requirements of the Basement Impact Assessment Basement Impact Assessment 38823-A2SI-XX-XX-RP-Y-0004-03 June 2024, Ground Movement Assessment 38823-A2SI-XX-XX-RP-Y-0005-02 hereby approved, and the confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 1.

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



- 7 Prior to occupation, full details of the mechanical ventilation system including the following shall be submitted to and approved in writing by the local planning authority:
- a) air inlet locations (air inlet locations should be located away from busy roads and any other emission sources and as close to roof level as possible, to protect internal air quality).
  - b) appropriate NO<sub>2</sub> and Particulate filtration system on the mechanical ventilation intake has been installed and a detailed mechanism to secure maintenance of this system.

The development shall thereafter be constructed and maintained in accordance with the approved details.

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

- 8 No development shall take place until

- a. prior to the commencement of demolition, full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they will be installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance;
- b. a confirmation email should be sent to [airquality@camden.gov.uk](mailto:airquality@camden.gov.uk) no later than one day after the monitors have been installed with photographic evidence in line with the approved details.
- c. prior to commencement of development, a baseline monitoring report including evidence that the monitors have been in place and recording valid air quality data for at least 3 months prior to the proposed date of commencement of demolition shall be submitted to the Local Planning Authority and approved in writing.

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

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

- 9 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 GG3 and SI 1 of the London Plan

- 10 Prior to commencement of above ground works (other than demolition, site clearance and preparation), details of the proposed Emergency Diesel/Oil Generator Plant and any associated abatement technologies including make, model and emission details shall have been submitted to and approved by the Local Planning Authority in writing. Generators should be appropriately sized for life saving functions only, alternatives to diesel fully considered and testing minimised. The flue/exhaust from the generator should be located away from air inlet locations. The maintenance and cleaning of the systems shall be undertaken regularly in accordance with manufacturer specifications and details of emission certificates by an accredited MCERTS organisation shall be provided following installation and thereafter every three years to verify compliance with regulations made by the Secretary of State.

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

- 11 Prior to commencement of the above ground works (other than demolition, site clearance and preparation), proof that the plans can achieve secured by design silver accreditation award must be submitted to the local planning authority and approved in writing.

Reason: to ensure the development is safe and secure comply with policy C5 of the 2017 Local Plan.

- 12 The sustainable drainage system as approved (Flood Risk Assessment and Drainage Strategy Report Rev 03, dated July 2024) shall be installed as part of the development to accommodate all storms up to and including a 1:100 year storm with a 40% provision for climate change, such that flooding does not occur in any part of a building or in any utility plant susceptible to water and to achieve a maximum of 2.0 l/s. The system shall include a 145.4m attenuation tank and brown/biodiverse roof, as stated in the approved drawings and shall thereafter retained and maintained in accordance with the approved maintenance plan. A CCTV survey to confirm the existing drainage arrangement, outfalls and pipe condition must be undertaken prior to construction. A maintenance owner should be named, and a Flood Risk Emergency Plan produced as part of the 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

- 13 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

- 14 Prior to commencement of above-ground works (other than demolition, site clearance and preparation), full details of all biodiverse, substrate-based extensive living roofs to be incorporated into the development shall be submitted to and approved in writing by the local planning authority. The design and planting scheme should be informed by the Ecological Appraisal and should reflect the local conditions and species of interest. The details shall include the following:

- A. detailed maintenance plan,
- B. details of its construction and the materials used,
- C. a section at a scale of 1:20 showing substrate depth averaging 130mm with added peaks and troughs to provide variations between 80mm and 150mm and
- D. full planting details including species showing planting of at least 16 plugs per m2.
- E. details of how planting mitigates amenity impacts

The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the premises are first occupied. Guidance on living roofs is available in the Camden Biodiversity Action Plan: Advice Note on Living Roofs and Walls.

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 as well as safeguarding the amenities of neighbours in accordance with policies A1, G1, CC1, CC2, CC3, CC4 D1, D2 and A3 of the London Borough of Camden Local Plan 2017

- 15 Prior to first occupation, full, details shall be submitted to and approved in writing by the Council, of the external noise level emitted from plant/ machinery/ equipment and mitigation measures as appropriate. The measures shall ensure that the external noise level emitted from plant, machinery/ equipment will 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 all machinery operating together at maximum capacity. The plant needs to be installed in accordance with the details thus approved and maintained to ensure it continues to meet the specified noise levels.

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.

- 16 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

- 17 Noise emitted from the emergency plant and generators hereby permitted shall not increase the minimum assessed background noise level (expressed as the lowest 24 hour LA90, 15 mins) by more than 10 dB one metre outside any premises.

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 in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017

- 18 The development shall be constructed in accordance with, and at all times occupied and managed in strict compliance with, the approved Fire Statement (doc ref: 231219DN00f1 dated 08/03/2024).

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

- 19 The development shall achieve an Urban Greening Factor Score of at least 0.30 prior to first occupation and shall thereafter be maintained and retained to achieve this score in perpetuity in accordance with approved document: Biodiversity Gain Plan and Urban Greening Factor Review 147523

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity, character and biodiversity of the area in accordance with the requirements of policies A2, A3 and D1 of the London Borough of Camden Local Plan 2017 and policy G5 of the London Plan 2021

- 20 Prior to commencement of relevant works, drawings and data sheets showing the location, extent and predicted energy generation of photovoltaic cells (at least 41,000kwh/annum) or energy generation capacity (at least 42.35kWp) and associated equipment to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system, including safe roof access arrangements, shall be provided. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

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

- 21 Prior to first occupation of the development a plan showing details of at least 7 bird and bat boxes (including redstart and swift boxes), their locations and types and indication of species to be accommodated 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 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 (2016) and Policies A3 and CC2 of the London Borough of Camden Local Plan 2017.

- 22 Prior to first occupation, a detailed lighting strategy for the development shall be submitted to and approved in writing by the local planning authority.

The lighting shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

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

- 23 Prior to commencement of relevant works, details, drawings and data sheets showing the location 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 active cooling should not be activated unless the internal temperature exceeds 22 degrees Celsius. 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 Policies.

- 24 No demolition or development shall commence until a stage 1 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, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archeological interest are identified by stage 1 then for those parts of the site which have archeological interest a stage 2 WSI shall be submitted to and approved by the Local Planning Authority in writing. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI, which shall include:

- A) The statement of significance and research objections, 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 and 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 stage 2 WSI.

Reason: Development must not commence before this condition is discharged to safeguard the heritage of the borough by ensuring that any archaeological remains on site are not permanently destroyed, in accordance with policy D2 of the Camden Local Plan 2017 and Policy 7.8 of the London Plan.

- 25 Prior to commencement of above ground works (other than demolition, site clearance and preparation), full details of the long-stay including accessible and cargo bike provision, shall be submitted to and approved in writing by the local planning authority.

The approved cycle parking facilities shall thereafter be provided in their entirety prior to the occupation of the relevant part of the development and shall thereafter be retained.

Reason: To ensure the scheme makes adequate provision for cycle users in accordance with policies T1 and T2 of the London Borough of Camden Local Plan 2017.

- 26 Prior to first occupation full details of planters including their planting specifications for all terraces and flat roof areas of the development shall be submitted to and approved in writing by the local planning authority. The relevant parts of the works shall not be carried out otherwise than in accordance with the details thus approved. The planters and their contents shall be fully installed prior to occupation and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises and to ensure the development fulfils proposed biodiversity obligations in accordance with the requirements of policies CC1, CC2, A3, D1, D2 and A1 of the London Borough of Camden Local Plan 2017.

- 27 Prior to relevant works, full details of hard and soft landscaping and planting strategy for the whole building shall be submitted to and approved by the local planning authority in writing. The relevant part of the works shall not be carried out otherwise than in accordance with the 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.

- 28 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details 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, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 29 Prior to the commencement of the use hereby permitted, details of waste and recycling storage for the development shall be submitted to and approved in writing by the local planning authority. The waste and recycling storage shall be provided in accordance with the approved details prior to the commencement of the use hereby permitted, and shall thereafter be retained solely for its designated use.

Reason: To ensure suitable provision for the occupiers of the development, to encourage the sustainable management and collection of waste, and to safeguard the visual amenity of the area in accordance with policies A1, A4, D1, CC5 of the Camden Local Plan 2017.

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

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

- 31 Within 12 months of the above ground works commencing, a Reuse and Restoration strategy should be submitted to the local planning authority and approved in writing.

The strategy should include details of:

- a) how the building, materials and plant equipment will be disassembled and reused
- b) timings for disassembly and the site restoration/build out.

The disassembly and site restoration must be undertaken in accordance with the approved details.

Reason: In order to ensure that the materials are reused in accordance with circular economy principles and to ensure that the land is cleared and left in a reasonable state to retain the visual amenity of the area in accordance with policies D1, D2 and CC2 of the London Borough of Camden and Policy S17 of Intend to publish London Plan (2019)

- 32 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 sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure. Please read our guide 'working near our assets' to ensure your 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](mailto: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

- 33 Part A

No development shall commence until a site investigation is undertaken and the findings are submitted to and approved in writing by the local planning authority.

The site investigation should assess all potential risks identified by the desktop study and should include a generic quantitative risk assessment and a revised conceptual site model. The assessment must encompass an assessment of risks posed by radon and by ground gas. All works must be carried out in compliance with LCRM (2020) and by a competent person.

Part B



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

## Part C

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

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

- 34 Prior to the occupation of the development:
- a) The post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance. The post-construction assessment should be submitted to [ZeroCarbonPlanning@london.gov.uk](mailto:ZeroCarbonPlanning@london.gov.uk) and [SustainabilityPlanning@camden.gov.uk](mailto:SustainabilityPlanning@camden.gov.uk), along with any supporting evidence as per the guidance.
  - b) Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the development.
  - c) The Whole Life Carbon should not exceed 842 kg CO<sub>2</sub>e/M<sup>2</sup> GIA overall for Modules A-C (excluding B6 & B7 including sequestered carbon), and should at least meet the GLA WLC benchmarks for each of the modules as defined in the GLA Whole Life Carbon Assessment guidance.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with Camden Local Plan policies CC1, CC2, CC3, and CC4, and London Plan policies, SI1, SI2, SI3, SI4, SI5 and SI7.

- 35 The roof terraces use hereby permitted shall not be carried out outside the following times 08.00 to 20.00 Mondays to Fridays. No music shall be played on the terrace in such a way as to be audible within any nearby residential premises.

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

- 36 Prior to occupation of each block, detailed plans demonstrating the provision of sufficient ducting space for full fibre connectivity infrastructure within the development, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure full connectivity in line with policy SI6 of the London Plan 2021

- 37 The flat roofed areas shown as biodiverse and bi-solar roof on the roof plans (plan nos. 22068-AHMM-ZZ-09-DR-A-PL109) and the terraces at 5th and 6th floor on the north elevation (as shown on plan nos. 22068-AHMM-ZZ-XX-DR-A-PL302 (P02), 22068-AHMM-ZZ-05-DR-A-PL105 (P02) and 22068-AHMM-ZZ-06-DR-A-PL106 (P02)) shall not be used as roof terraces, sitting out areas or other amenity spaces and shall only be accessed for maintenance purposes.

Reason: To protect the amenity of adjoining occupiers and the area in accordance with policies A1 and D1 and D2 of the Camden Local Plan 2017

- 38 Prior to occupation, full details of privacy measures between the existing Ziggurat Building, Da Vinci House and proposed building, shall be submitted to and approved by the local planning authority in writing. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: to ensure the development provides a reasonable standard of visual privacy between existing Ziggurat Building, Da Vinci House and proposed building in accordance with the requirements of policy A1 of the 2017 Local Plan of the London Borough of Camden

Informative(s):

- 1 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.
- 2 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).
- 3 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.

- 4 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](http://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.

- 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 Written schemes of investigation will need to be prepared and implemented by a suitably professionally accredited archeological practice in accordance with Historic England's Guidelines for archaeological projects in Greater London. This condition is exempt from deemed discharged under schedule 6 of the Town and Country Planning (Development Management Procedure) (England) 2015
- 7 Biodiversity Net Gain (BNG) Informative (1/2):  
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, but you should check the legislation yourself and ensure you meet the statutory requirements.

Based on the information provided, this will not require the approval of a BGP before development is begun because it is below the de minimis threshold (because it does not impact an onsite priority habitat AND impacts less than 25 square metres of onsite habitat with biodiversity value greater than zero and less than 5 metres in length of onsite linear habitat).

- 8 Biodiversity Net Gain (BNG) Informative (2/2):  
+ Irreplaceable habitat:

If the onsite habitat includes Irreplaceable Habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements. In addition to information about minimising adverse impacts on the habitat, the BGP must include information on compensation for any impact on the biodiversity of the irreplaceable habitat. The LPA can only approve a BGP if satisfied that the impact on the irreplaceable habitat is minimised and appropriate arrangements have been made for compensating for any impact which do not include the use of biodiversity credits.

#### ++ The effect of section 73(2D) of the Town and Country Planning Act 1990

If planning permission is granted under section 73, and a BGP was approved in relation to the previous planning permission ("the earlier BGP"), the earlier BGP may be regarded as approved for the purpose of discharging the biodiversity gain condition on this permission. It will be regarded as approved if the conditions attached (and so the permission granted) do not affect both the post-development value of the onsite habitat and any arrangements made to compensate irreplaceable habitat as specified in the earlier BGP.

#### ++ Phased development

In the case of phased development, the BGP will be required to be submitted to and approved by the LPA before development can begin (the overall plan), and before each phase of development can begin (phase plans). The modifications in respect of the biodiversity gain condition in phased development are set out in Part 2 of the Biodiversity Gain (Town and Country Planning) (Modifications and Amendments) (England) Regulations 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

## **SCHEDULE 2**

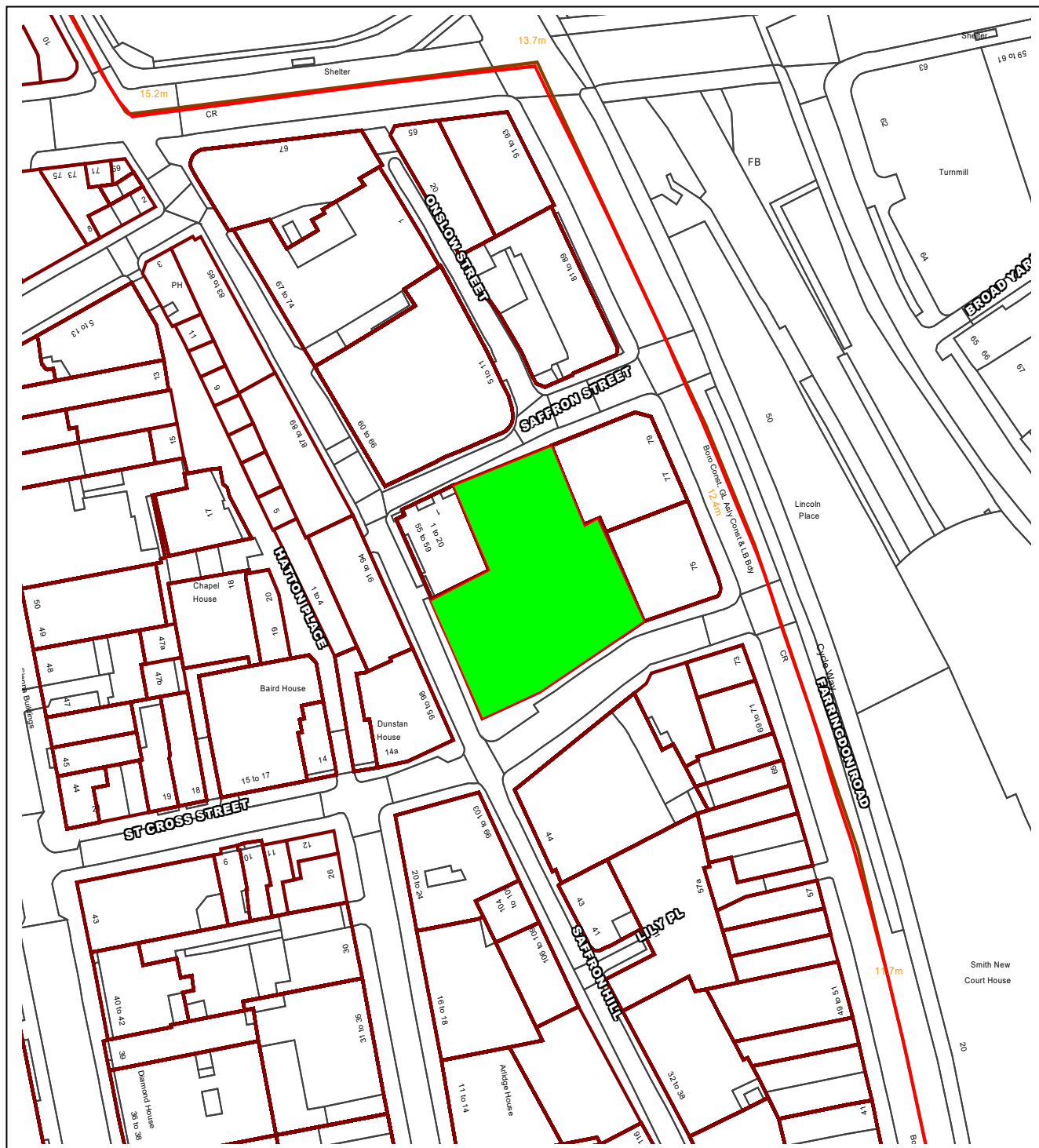
### **The Plans**

Plan 1 – the Property

Plans 2A and 2B – the Jewellery Workspace [tbc]

# PLAN 1

## The Property



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### **SCHEDULE 3**

#### **Construction**

The Owner hereby covenants with the Council as follows:-

#### **1. Demolition Management Plan**

- 1.1 On or prior to the commencement of works of Demolition to:
  - (a) pay to the Council the Demolition and Construction Management Plan Implementation Support Contribution in full; and
  - (b) submit to the Council for approval a draft Demolition Management Plan.
- 1.2 Not to commence works of Demolition or allow works of Demolition until such time as the Council has:
  - (a) received the Demolition and Construction Management Plan Implementation Support Contribution in full; and
  - (b) approved the Demolition Management Plan as demonstrated by written notice to that effect.
- 1.3 The Owner acknowledges and agrees that the Council will not approve the Demolition Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Demolition can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 1.4 To ensure that the Demolition shall not be carried out otherwise than in strict accordance with the Demolition Management Plan and not to permit the carrying out of any works comprised in Demolition at any time when the requirements of the Demolition 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.

#### **2. Construction Management Plan**

- 2.1 On or prior to the Implementation Date (not including works of Demolition) to submit to the Council for approval a draft Construction Management Plan.

- 2.2 Not to Implement nor allow Implementation of the Development (not including works of Demolition) until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 2.3 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 (not including works of Demolition) can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 2.4 To ensure that following Demolition and 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 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.

### **3. Construction Management Plan Bond**

- 3.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.
- 3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
- 3.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Demolition Management Plan and/or Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.
- 3.4 The Owner must once notified by the Council in accordance with paragraph 3.3 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).

3.5 In the event the Owner does not comply with the obligations in paragraph 3.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Demolition Management Plan and/ or Construction Management Plan specified in the notice served under clause 3.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Demolition Management Plan and/ or 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.

3.6 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. Construction Phase Working Group**

4.1 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)

#### 4.2 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") 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.

#### 4.3 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.

#### 4.4 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 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).
- 4.6 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 all reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Construction Phase Working Group of this fact together with written reasons as to why this is the case.
- 4.7 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.

## **5. Detailed Basement Construction Plan**

- 5.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.
- 5.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.
- 5.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.
- 5.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.
- 5.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.

- 5.6 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 Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

**6. Architect Retention**

- 6.1 Unless otherwise agreed in writing by the Council the Owner agrees not to:-

- 6.1.1 submit any further drawings required to be submitted under or in connection with the Planning Permission (including any amendment or variation to the Planning Permission) unless such drawings have been prepared by an Approved Architect;
- 6.1.2 Implement or carry out any works forming part of the construction of the Development at any time when the Approved Architect is not employed by the Owner as project architect; and
- 6.1.3 Occupy or permit Occupation of any part of the Development until the Council has been provided with a written certification from an Approved Architect that the Development has been carried out and completed in accordance with the designs approved by the Council pursuant to the Planning Permission and any details approved pursuant to the conditions contained within the Planning Permission (including any amendment or variation to the Planning Permission).

## **SCHEDULE 4**

### **Employment and Local Procurement**

#### **1. Employment and Training Contribution**

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

#### **2. Employment Skills and Supply Plan**

- 2.1 On or prior to the Implementation Date to submit to the Council for approval the Employment Skills and Supply Plan.
- 2.2 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.
- 2.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment Skills and Supply Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment Skills and Supply Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 2.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment Skills and Supply Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Employment Skills and Supply Plan.

### **3. Local Employment**

- 3.1 On or prior to the Implementation Date to pay the Council the Construction Apprentice Support Contribution in full.
- 3.2 Not to Implement or permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.
- 3.3 The Owner shall work in partnership with (i) the Council's Construction Centre (subject to the provisions of clause 3.6); 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 7 days of the recruitment period for the Development; and
    - ii. after the expiry of the advertising period specified in paragraph (i)(a) above, to work with the Council to advertise construction vacancies through the Council's Construction Skills Centre and with Central London Forward;
  - d) that the Council's Construction Skills Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
  - e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the

Council's Construction Skills Centre and employed during the Construction Phase.

3.4 Subject to paragraph 3.6 and 3.7 the Owner shall ensure that during the Construction Phase no less than 16 construction apprentices (one construction apprentice per £3 million of build costs) shall be employed at the Development always ensuring each apprentice shall be:-

- (i) subject to clause 3.6 recruited through the Council's Construction Skills Centre unless otherwise agreed with the Council in writing;
- (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

3.5 Subject to paragraphs 3.6 and 3.8 the Owner shall ensure that during the Construction Phase of the Development no less than 20 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> which are to be (subject to paragraph 3.6) recruited through the Council's Construction Skills Centre.

3.6 In the event that the Owner is not able to source a sufficient number of apprentices and work placements via the Council's Construction Skills Centre in accordance with paragraphs 3.3 to 3.5 the Owner shall be entitled to seek candidates who are Camden residents (unless otherwise agreed in writing with the Council) from any other alternative recruitment sources as specified in the approved Employment and Skills Plan and the details of any candidates recruited via such alternative sources shall be shared with the Council.

3.7 If the Owner is unable to provide the apprentices in accordance with paragraph 3.4 and 3.6 of this part of the Schedule 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 each individual apprentice placement) has been paid in full.

3.8 If the Owner is unable to provide the work placements in accordance with paragraph 3.5 and 3.6 of this part of this Schedule 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 each individual workplace placement) has been paid in full.

3.9 Following the Occupation Date of the Development the Owner shall ensure that at all times it will or the individual occupiers of the Property will (as applicable) (unless otherwise agreed with the Council in writing) employ no less than 3 (three) end use apprentices on a 5-year rolling basis always ensuring the apprentice shall be:-

- (a) recruited through the Council's Inclusive Economy Team unless otherwise agreed with the Council in writing;
- (b) be resident in the London Borough of Camden;
- (c) be paid at a rate not less than the London Living Wage as set out at <https://www.livingwage.org.uk/calculation>;
- (d) be employed for the duration of the apprenticeship;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve their apprenticeship qualification; and
- (f) be supervised by a member of staff within the completed Development

3.10 Notwithstanding the above provisions in this Part 3 of this Schedule, during the Construction Phase and end use of the Development the Owner shall provide employment opportunities on site for employees resident within the London Borough

of Camden and provide a six-monthly statement setting out the details of candidates employed to the Council's Inclusive Economy Team and shall take the following measures:

- (a) joining the Council's Inclusive Business Network and promoting this and good employment practice to occupiers of the Development;
- (b) working with Camden Learning and Camden STEAM programme on school engagement (if applicable);
- (c) working with the council to deliver work experience placements
- (d) working with Good Work Camden and the Council's Inclusive Economy Service to recruit local people to vacancies
- (e) offering specific opportunities to those furthest from the labour market,

#### **4. Local Procurement Plan**

- 4.1 On or prior to the Implementation Date to submit to the Council for approval the Local Procurement Plan.
- 4.2 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.
- 4.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Local Procurement Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Local Procurement Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.4 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.

## **SCHEDULE 5**

### **Energy and Sustainability**

The Owner hereby covenants with the Council as follows:-

**1. Be Seen Energy Monitoring**

- 1.1 Prior to Implementation of the Development, the Owner shall submit to the GLA via the GLA's Energy Monitoring Portal accurate and verified estimated Energy Performance Indicators.
- 1.2 There shall be no Implementation unless and until the Owner has submitted accurate and verified estimated Energy Performance Indicators to the GLA via the GLA's Energy Monitoring Portal.
- 1.3 Prior to Occupation of the Development (or any part thereof) the Owner shall
  - 1.3.1. submit to the GLA via the GLA's Energy Monitoring Portal updated Energy Performance Indicators for each Reportable Unit of the Development; and
  - 1.3.2. confirm to the GLA that suitable monitoring devices have been installed and maintained for the monitoring of the in-use Energy Performance Indicators.
- 1.4. There shall be no Occupation unless and until the Owner has complied with paragraph 1.3 of part 1 of this Schedule in respect of that Reportable Unit.
- 1.5 For a period of 5 (five) years following first Occupation of the Development or following the end of the Defects Liability Period (whichever is later) the Owner shall on an annual basis submit to the GLA via the GLA's Energy Monitoring Portal updated Energy Performance Indicators for each Reportable Unit.
- 1.6. Where the monitoring undertaken pursuant to paragraph 1.5 of this part 1 of this Schedule shows that the Energy Performance Indicators submitted pursuant to this part of this Schedule have not been or are not being met, the Owner shall:
  - 1.6.1. investigate and identify the causes of under-performance and potential mitigation measures and set these out in the relevant comment box of the 'GLA's Energy Monitoring Portal;

1.6.2. submit an action plan comprising measures identified to the GLA identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation of the same; and

1.6.3. following agreement of the measures with the GLA, implement the same as soon as reasonably practicable,

PROVIDED THAT, for the avoidance of any doubt, upon expiration of either five (5) years from first Occupation of the Development or the Defects Liability Period (whichever is later), paragraphs 1.1-1.6 of this part 1 of this Schedule shall absolutely determine and cease to be of any further legal effect subject to any antecedent breach of the provisions.

## **2. Energy Efficiency and Renewable Energy Plan**

2.1 On or prior to the Commencement of Construction Works to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

2.2 Not to Commence Construction Works nor permit Commencement of Construction Works until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

2.3 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.

2.4 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.

## **3. Sustainability Plan**

3.1 On or prior to the Commencement of Construction Works to submit to the Council for approval the Sustainability Plan.

- 3.2 Not to Commence Consturction Works nor permit Commencement of Construction Works until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 3.3 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.
- 3.4 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. Carbon Offset Contribution**

- 4.1 On or prior to the Implementation Date to pay to the Council the Carbon Offset Contribution in full.
- 4.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution in full.

## **SCHEDULE 6**

### **Transport, Highways and Public Realm**

The Owner hereby covenants with the Council as follows:-

#### **1. Car Free**

- 1.1 To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to
- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 1.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in paragraph 1.1 and 1.2 above will remain permanently for the lifetime of the Development.
- 1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in paragraph 1.1 and 1.2 of this Agreement.

#### **2. CPZ Review Contribution**

- 2.1 On or prior to the Implementation Date to pay to the Council the CPZ Review Contribution in full.

- 2.2 Not to Implement or to permit Implementation until such time as the Council has received the CPZ Review Contribution in full.

### **3 Electric Vehicle Charging Contribution**

- 3.1 On or prior to the Implementation Date to pay to the Council the Electric Vehicle Charging Contribution in full.
- 3.2 Not to Implement or to permit Implementation until such time as the Council has received the Electric Vehicle Charging Contribution in full.

### **4. Highway Works**

- 4.1 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.
- 4.2 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
- 4.3 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 (if required) and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.4 Subject to the receipt of the Highways Contribution the Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme for the carrying out of the Highway Works.
- 4.5 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.



4.6 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.

4.7 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Highway Contribution .

**5. Micromobility Improvements Contribution**

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

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

**6. Pedestrian Cyclist and Environmental Contribution**

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

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

**7. Servicing and Delivery Management Plan**

7.1 On or prior to the Commencement of Construction Works to submit to the Council for approval the Servicing and Delivery Management Plan.

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

7.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Servicing and Delivery Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the

Development otherwise than in strict accordance with the requirements of the Servicing and Delivery Management Plan.

## **8. Travel Plan**

8.1 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

8.2 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.

8.3 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.

## **9. Public Open Space Contribution**

9.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full.

9.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution in full.

## **10. Disabled Parking Bay Contribution**

10.1 On or prior to Implementation to pay to the Council the Disabled Parking Bay Contribution in full.

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

## **SCHEDULE 7**

### **Jewellery Workspace**

The Owner hereby covenants with the Council as follows:-

- 1 On or prior to Occupation of the Development to submit to the Council for approval the Jewellery Workspace Marketing Plan and the Jewellery Workspace Specification Plan.
- 2 Not to Occupy or permit Occupation of the Development or market the Jewellery Workspace until such time as the Council has approved the Jewellery Workspace Marketing Plan and the Jewellery Workspace Specification Plan as demonstrated by written notice to that effect.
- 3 The Owner shall market the Jewellery Workspace in accordance with the approved Jewellery Workspace Marketing Plan and the Jewellery Workspace Specification Plan.
- 4 Unless otherwise approved by the Council in writing the Owner shall not Occupy or permit Occupation of the Development at any time unless the Jewellery Workspace is either:
  - (i) let; or
  - (ii) is made available to let and is actively being marketed in accordance with the Jewellery Workspace Marketing Plan and the Jewellery Workspace Specification Plan to the satisfaction of the Council (as demonstrated by written notice to that effect).
- 5 Not to Occupy or permit Occupation of any part of the Jewellery Workspace except for a use being solely for purposes relating to the local jewellery trade or manufacture falling within Class E(g)(iii) of the Use Classes Order or such other purpose relating to jewellery sector trading as has been agreed with the Council in writing for the lifetime of the Development at an Affordable Rent.
- 6 The Owner shall submit information to the Council on an annual basis (or at such other time as reasonably requested by the Council or as agreed by the Parties in

writing) with details of the individual tenants Occupying the Jewellery Workspace and the Affordable Rent paid during the preceding 12 month period.

## **SCHEDULE 8**

### **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 9

### The Burland Category of Damage

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain $\epsilon_{lim}$ (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion, Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

## **SCHEDULE 10**

### **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 January 2021) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the Greater London Authority

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

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



## **2) MAIN REQUIREMENTS OF THE CODE**

### **A) CONSTRUCTION.**

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

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

#### **2.1 Actions & Responsibilities of Main Contractor**

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

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

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

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

## **2.2 Actions And Responsibilities of Sub-Contractors**

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

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

**Fitting out by tenants**

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

**Facilities Management**

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

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

## **SCHEDULE 11**

### **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.

