

Date: 28 August 2013
Your Reference: 2012/6132/P
Our Reference: CLS/PK/1685.1869
Enquiries to: Louise McLaughlan

Ed Watson
Director of Culture & Environment
London Borough of Camden
Town Hall Extension
Argyle Street
LONDON
WC1H 8EQ

Dear Ed

**PARKER HOUSE, 25 PARKER STREET: 2012/5552/P - 2012/6132/P
(SHADOW) SECTION 106 AGREEMENT**

I refer to the above matter.

Condition 38 of the above-referenced planning permission states that:

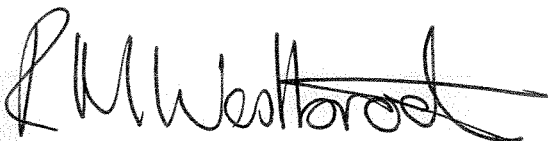
*"No works shall be commenced on site until such time as any owners of the land with the legal locus to enter into a Section 106 Agreement have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions 23 - 37 (and marked *)."*

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that the Housing and Adult Social Care Department, in the construction and operation of the proposed development at Parker House, 25 Parker Street, London, WC2B 5PA will comply with the conditions marked with an asterisk in the planning permission referenced 2012/6132/P in the manner set out in the obligations contained within the attached Section 106 agreement.

I also further confirm that my Department will not dispose of any of its interests in the land at the Parker House, 25 Parker, London, WC2B 5PA development without first ensuring that clause 4.15 of this shadow s106 Agreement is complied with.

Yours sincerely



Rosemary Westbrook
Director for Housing & Adult Social Care
London Borough of Camden

DATED

2013

(1)

and

(2) MORTGAGEE

and

(3) LESSEE/TENANT

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

**Parker House
25 Parker Street
London
WC2B 5PA**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1685.1869 (FINAL)

THIS AGREEMENT is made the _____ day of _____ 2013

B E T W E E N:

1. **APPLICANT LIMITED** (Co. Regn. No. _____) whose registered office is at _____ (hereinafter called "the Owner") of the first part
2. **MORTGAGEE** of _____ (hereinafter called "_____") of the second part
3. **[INTERESTED PARTY/LEASEHOLDER]** of [_____] (hereinafter called the "_____") of the third part]
4. **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

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL845975 [subject to a charge to the Mortgagee].
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the development of the Property was submitted to the Council and validated on 14th November 2012 and the Council resolved to grant permission conditionally under reference number 2012/6132/P subject to conclusion of this legal Agreement.
- 1.4 The Application for Conservation Area Consent for the development of the Property was submitted to the Council and validated on 14th November 2012 and the Council resolved to grant conservation area consent conditionally under reference number 2012/6143/C subject to conclusion of this legal Agreement.

- 1.5 At meetings of the Cabinet of the Council of the London Borough Camden on 6th April 2011 and 5th December 2012 a report proposing the Development and the provision of the Off-Site Affordable Housing, the Mount Pleasant Development Scheme and the Holmes Road Development Scheme was approved.
- 1.6 The Council is the local planning authority for the purposes of the Act 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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 [The Mortgagee as mortgagee under a legal charge registered under Title Number [REDACTED] and dated [REDACTED] is willing to enter into this Agreement to give its consent to the same.]

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low cost housing including Social Rented Housing and/or Intermediate Housing that meets the needs of people who cannot afford to occupy homes available on the open market in accordance with the National Planning Policy Framework and successor documents

- 2.3 "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.4 "the Application for Conservation Area Consent" an application for conservation area consent in respect of the development of the Property submitted to the Council and validated on 14th November 2012 under reference number 2012/6143/C
- 2.5 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.6 "Conservation Area Consent" a conservation area consent granted for the Development substantially in the draft form annexed hereto at the Sixth Schedule
- 2.7 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual 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):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the

- demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
 - (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
 - (iv) proposals to ensure there are no adverse effects on the conservation area features
 - (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
 - (vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
 - (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
 - (viii) 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

- (ix) a written summary of the consultation conducted with local residents and responses received

2.8 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the Existing Buildings

2.9 "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

2.10 "the Development"

- (i) in respect of the Planning Permission: redevelopment of the site to provide 43 residential units (40 x private and 3 x affordable) within a six storey plus basement building and retention of the existing façade to Parker Street, following demolition of the existing hostel accommodation and former Aldwych Workshops on Parker Mews and associated storage, cycle parking, refuse and landscape works (Class C3) as shown on drawing numbers 1588(PL) 101 P1; 102 P1; -111 P1; -112 P1; -113 P1; -114 P1; -115 P1; -116 P1; -117 P2; -121 P1; -122 P2; -123 P1; -131 P1; -132 P1; -200 P2; -201 P2; -202; P1 -203 P2; -204 P2; -205 P3; -206 P2; -207 P1; -208 P3; -211 P2; -212 P1; -213 P1; -214 P3; -215 P3; -216 P1; -217 P1; -218 P1; -221 P1; -222 P1; -

223 P1; -224 P1; Planning, Design and Access Statement prepared by Paul Davis & Partners and Tibbalds Planning & Urban Design; Archaeological Desk Based Assessment prepared by CGMS; Draft Construction Management Plan prepared by EC Harris; Daylight & Sunlight Report prepared by GVA; Energy/ Renewable Statement prepared by Sustain Ltd; Sustainability Statement, prepared by EC Harris; Historic Building Report prepared by Donald Insall Associates Ltd; Transport Statement prepared by Peter Brett Associates; Tree Survey/ Arboricultural Statement prepared by CBA Trees; Noise Assessment prepared by Peter Brett Associates; Basement Impact Assessment prepared by Rolton Group Ltd; Flood Risk Assessment (BREEAM) prepared by Rolton Group Ltd; Ecology Assessment (CfSH) prepared by the Ecology Consultancy; Statement of Community involvement prepared by E C Harris; Parker House - offsite affordable housing offer Tybalds Estate prepared by Tibbalds January 2013; Lifetime Homes Compliance Checklist 4th January 2013; Demolition and Construction Noise Assessment prepared by Peter Brett Architects 7th February 2013; Site Waste Management Plan prepared by Keltbray 22nd January 2013; Outline Demolition Method Statement prepared by Keltbray 24 January 2013; Demolition noise level plans prepared by Peter Brett Architects February 2013; Tibbalds email 7th February 2013 entitled Cycle stores: Parker; Tibbalds letter 9th January 2013 entitled Additional Information to support Parker House Application; Tibbalds letter 1st February 2013

entitled Parker Street- Additional Information; Tibbalds letter 7th February entitled Response to St Joseph's RC Primary Schools letter of 9th January 2013; GVA Grimley letter 23 January 2013 and associated appendices entitled Parker House, Parker St & St. Joseph's School - Daylight & Sunlight; Amended Schedule of accommodation entitled 5357 Master Schedule_all units 080213 Final3(3); Technical Note, Sub-station noise prepared by Peter Brett Architects, dated 26 February 2013; Preliminary Ecological Appraisal prepared by the Ecology Consultancy, dated 29 January 2013; and

(ii) in respect of the Conservation Area Consent:

demolition of all parts of the building behind the existing retained façade on Parker Street and the demolition of the former Aldwych Workshops on Parker Mews as shown on drawing numbers 1588(PL) 101 P1; 102 P1; -111 P1; -112 P1; -113 P1; -114 P1; -115 P1; -116 P1; -117 P2; -121 P1; -122 P2; -123 P1; -131 P1; -132 P1; Planning, Design and Access Statement prepared by Paul Davis & Partners and Tibbalds Planning & Urban Design; Building Report prepared by Donald Insall Associates Ltd.

2.11 "the Education Contribution"

the sum of £96,732 (ninety-six thousand, seven hundred and thirty-two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough

of Camden including £10,000 (ten thousand pounds) to be applied towards improvements to St Joseph's Primary School, Macklin Street, Covent Garden, London, WC2B 5NA

2.12 "the Enabling Works"

works or operations consisting of all or any of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services and erection of any temporary means of enclosure

2.13 "the Energy Efficiency and Renewable Energy Plan"

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:-

- (i) the incorporation of the measures set out in the submission document entitled "Energy/Renewable Statement" dated November 2012 prepared by Sustain Ltd;
- (ii) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 30% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;

- (iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (iv) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (v) measures to enable future connection to a local energy network at the boundary of the Property;
- (vi) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (vii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (viii) identifying means of ensuring the provision of information to the Council

and provision of a mechanism for review and update as required from time to time

2.14 "the Environmental Improvements Contribution"

the sum of £78,000 (seventy eight thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied (following consultation with and having due regard to any representations received from St. Joseph's Primary School, Macklin Street by the Council in respect of the application of such sum) by the Council in the event of receipt for the provision of pedestrian, cycle and environmental improvements in the vicinity of the Development PROVIDED ALWAYS that it is recognised between the parties that the final decision rests with the Council

2.15 "the Existing Buildings"

the buildings and structures at the Property to be demolished as part of the Development (excluding the façade) existing at the Property as at the date of this Agreement

2.16 "the Highways Contribution"

the sum of £40,349 (forty thousand three hundred and forty-nine pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

- (i) repaving works adjacent to the Property
- (ii) any other works required as a direct result of the Development (such works as considered necessary by the Council acting reasonably)

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 undertaker's works and excludes any statutory undertaker's costs

2.17 "the Holmes Road Development Scheme"

the scheme at 41-43 Holmes Road, London, NW5 3AN granted planning permission under reference number 2012/6344/P for the erection of a part 3 part 2 storey extension to the south, new roof extension to rear and elevational alterations to retained building facing Holmes Road to provide an additional 16 rooms to existing 43 room hostel (Sui Generis) and ancillary office/commercial and storage space, following demolition of existing rear buildings to the south (to include any approved amendments to the approved scheme)

2.18 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly but shall not include for the purposes of Clause 4.1 only of this Agreement (and for no other clause or purpose of this Agreement) the Enabling Works

- 2.19 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.20 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.21 "Local Procurement Code" the code annexed to the Third Schedule hereto
- 2.22 "the Mount Pleasant Development Scheme" the scheme at 52-54 Mount Pleasant, London, WC1X 0AL granted planning permission under reference number 2011/6016/P for the erection of a 3 storey extension to the east, a part 2 part 4 storey extension to the west of the site with roof terraces, new roof extension to the north block, external alterations to the façades, installation of windows and doors, amendment to boundary wall on Mount Pleasant, removal of staircase on Mount Pleasant, the installation of new cycle parking storage area to the front ground floor courtyard and associated works to create a central courtyard with hard and soft landscaping, to provide an additional 21 rooms to existing 31 room hostel (Sui Generis) (to include any approved amendments to the approved scheme)
- 2.23 "Occupation Date" the first date when any part of the Development is occupied (save for the purposes of construction and fit out) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.24 “Off-Site Affordable Housing”

the Off-Site Affordable Housing Units for the purposes of Affordable Housing to be provided by the Owner and/or the owner of the Off-Site Affordable Housing Units

2.25 “Off-Site Affordable Housing Contribution”

the sum of £6,180,000 (six million one hundred and eighty thousand pounds) to be paid to the Council by the Owner in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of the Off-Site Affordable Housing Units

2.26 “Off-Site Affordable Housing Units”

either:

(i) the 43 units to be constructed fitted out and occupied exclusively as Affordable Housing to be provided under the terms of this Agreement at Tybalds Estate the use of such units to be secured so that in their totality they meet the following requirements (unless otherwise agreed by the Council in writing in accordance with the requirements of this Agreement):-

(a) the total area of the units to comprise not less than 2,913 square metres of gross internal area; and

(b) all units to be “new” residential units i.e. not consisting of units currently in housing use or created out of existing housing accommodation.

or

(ii) in the event of the Affordable Housing units not being delivered fully in accordance with Clause 2.26(i) of this Agreement then such residential units which shall in their totality meet all of the following requirements (unless otherwise agreed in writing by the Council in accordance with the requirements of this Agreement):-

(a) the total area of the units to comprise not less than 2,913 square metres of gross internal area;

(b) all units to be "new" residential units i.e. not consisting of units currently in housing use or created out of existing housing accommodation; and

(c) all units to be located within the Holborn and Covent Garden Ward of the London Borough of Camden.

2.27 "On-Site Affordable Housing" the On-Site Affordable Housing Units for the purposes of Affordable Housing to be provided by the Owner at the Property being part of the Development

2.28 "On-Site Affordable Housing Units" the On-Site Social Rented Housing Units at the Property being part of the Development to be constructed fitted out and occupied exclusively as Affordable Housing under the terms of this Agreement the use of such units to be secured so that in their totality the total area of the units shall comprise not less than 197 square metres of gross internal area (unless otherwise agreed

by the Council in writing in accordance with the requirements of this Agreement)

2.29 "On-Site Private Housing Units"

the forty (40) privately-owned residential units forming part of the Development at the Property

2.30 On-Site Social Rented Housing Units"

the three (3) units of Social Rented Housing forming part of the On-Site Affordable Housing Units comprising 1 x one-bedroom and 2 x two-bedroom flats the same as shown edged shaded in orange on the plan annexed hereto at the Fifth Schedule

2.31 "the Parties"

the Council the Owner [and

2.32 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 14th November 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/6132/P subject to conclusion of this Agreement

2.33 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.34 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto at the Sixth Schedule

- 2.35 "the Property" the land known as Parker House, 25 Parker Street, London, WC2B 5PA the same as shown edged red on the plan annexed hereto at the Fourth Schedule
- 2.36 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.37 "the Public Open Space Contribution" the sum of £58,371 (fifty-eight thousand, three hundred and seventy-one pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.38 "Registered Provider" a registered social landlord providing Affordable Housing registered as such by the Regulator who has entered into a nominations agreement with the Council to secure Affordable Housing created as part of the Development (but not comprised within it) as accommodation for people nominated by the Council through its housing allocation scheme
- 2.39 "Regulator" the Homes and Communities Agency and any successor organisation
- 2.40 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act

1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.41 "Residents Parking Permit"

a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

2.42 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that:-

- (i) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
- (ii) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing; and
- (iii) the units are managed by the Council (as landowner) or a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.43 "the Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall include:-

- (i) an assessment under the Code for Sustainable Homes achieving at least Level 4 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;
- (ii) include a pre-Implementation review by an appropriately qualified and recognised independent verification body 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; and
- (iii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property 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

2.44 "Tybalds Estate"

land bounded by Orde Hall Street, Dombey Street, Harpur Street, r/o Theobalds Road, New North Street, Boswell Street, Old Gloucester Street and r/o Great Ormond Street as shown edged red on the plan annexed hereto at the Seventh Schedule

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 shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 4.4.4, 4.15, 5, 6 [REDACTED] and [REDACTED] 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.5 for all relevant purposes.
4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 ENABLING WORKS

4.1.1 Not to commence or permit the commencement of the Enabling Works at the Property pursuant to the Planning Permission before the Owner has confirmed to the Council's satisfaction (to be evidenced by the Council to the Owner in writing) by way of certification from a solicitor (licensed to practise in England and Wales) appointed by the Owner that the Owner has entered into a contract with a reputable contractor for the construction of the Development such contract:

- (i) to contain nothing such as would prevent the carrying out of the relevant works;
- (ii) is not terminable by the Owner or the contractor other than in the case of the non-performance by the appointed contractor; and
- (iii) to contain a binding obligation on the contractor requiring completion of the Development within 27 calendar months of commencement of the Enabling Works (or such other time period as may be agreed by the Council in writing).

UNLESS the Owner provides to the Council a letter from the Director of Housing and Adult Social Care confirming that the Council (as the Directorate of Housing and Adult Social Care) is committed to construct and complete the Development itself.

4.1.2 In the event that the Owner (in accordance with Clause 4.1.1 of this Agreement) has provided a letter from the Director of Housing and Adult Social Care confirming to the Council (as local planning authority) that the Council (as the Directorate of Housing and Adult Social Care) is itself committed to construct and complete the Development the Owner shall on or before the expiry of the period of 12 (twelve) calendar months from the date of commencement of the Enabling Works at the Property pursuant to the Planning Permission confirm to the Council's satisfaction (to be evidenced by the Council to the Owner in writing) by way of certification from a solicitor (licensed to practise in England and Wales) appointed by the Owner that the Owner has entered into a contract with a reputable contractor for the construction of the Development such contract:

- (i) to contain nothing such as would prevent the carrying out of the relevant works;
- (ii) is not terminable other than in the case of the non-performance by the appointed contractor; and

- (iii) to contain a binding obligation on the contractor requiring completion of the Development within 27 calendar months of commencement of the Enabling Works (or such other time period as may be agreed by the Council in writing).

4.2 **MOUNT PLEASANT AND HOLMES ROAD DEVELOPMENT SCHEMES**

4.2.1 Not to Occupy or permit Occupation of any (or any part) of the On-Site Private Housing Units until such time as the Council has confirmed in writing to the Owner that the Council is satisfied that the Mount Pleasant Development Scheme has been substantially completed; and

4.2.2 Not to Occupy or permit Occupation of any (or any part) of the On-Site Private Housing Units until such time as the Owner and/or the owner of the Off-Site Affordable Housing has confirmed to the Council's satisfaction (to be evidenced by the Council to the Owner in writing) by way of certification from a solicitor (licensed to practise in England and Wales) appointed by the Owner or the owner of the Off-Site Affordable Housing that the Owner and/or the owner of the Off-Site Affordable Housing has entered into a contract with a reputable contractor for the construction and delivery of the Holmes Road Development Scheme such contract:

- (i) to contain nothing such as would prevent the carrying out of the relevant works;
- (ii) is not terminable other than in the case of the non-performance by the appointed contractor; and
- (iii) to contain a binding obligation on the contractor requiring completion of the scheme by June 2015 (or such other time period as may be agreed by the Council in writing)

4.3 **ON-SITE AFFORDABLE HOUSING**

4.3.1 To commence all works of construction conversion and fitting out necessary to make the On-Site Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that

effect) in accordance with the specification approved by the Council acting as landowner or by a Registered Provider.

- 4.3.2 The Owner and/or the owner of the On-Site Affordable Housing Units is to ensure that the On-Site Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator.
- 4.3.3 Not to Occupy or allow Occupation of any of the On-Site Private Housing Units until such time as the works of construction conversion and fitting out of the On-Site Affordable Housing Units have been completed in accordance with the requirement of sub-clause 4.3.1 hereof.
- 4.3.4 The Owner and/or the owner of the On-Site Affordable Housing Units is to ensure that the On-Site Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.
- 4.3.5 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the On-Site Affordable Housing Units or any part thereof (except in accordance with Clauses 7.9 to 7.12 (inclusive) of this Agreement) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.4 **OFF-SITE AFFORDABLE HOUSING**

- 4.4.1 Not to Implement nor permit Implementation of any part of the Development until such time as the Owner has received written notice from the Council that in the reasonable opinion of the Council each and every of the following steps in this Clause 4.4.1 have been carried out and completed:-

4.4.1.1 the Council has agreed in writing that Tybalds Estate (or such other site as approved by the Council in writing in accordance with Clause 2.26(ii) hereof) shall provide the whole of the Off-Site Affordable Housing provision;

4.4.1.2 the Owner and/or the owner of the Off-Site Affordable Housing has submitted full details of Tybalds Estate (or such other site as approved by the Council in writing in accordance with Clause 2.26(ii) hereof) to the Council for approval such details to include the following:-

- (i) the planning status of the site;
- (ii) an account of the suitability of the site for accommodating the Off-Site Affordable Housing as provided for under this Agreement;
- (iii) indicative design of the proposals;
- (iv) a programme for delivery of the Off-Site Affordable Housing; and
- (v) such further information as the Council may reasonably require.

4.4.1.3 Tybalds Estate (or such other site as approved by the Council in writing in accordance with Clause 2.26(ii) hereof) has been approved in writing by the Council under the provisions of this Agreement as a site which in the reasonable opinion of the Council is suitable for accommodating the total floorspace of the Off-Site Affordable Housing

4.4.1.4 the Owner and/or the owner of the Off-Site Housing has applied for and been granted planning permission enabling the construction of the approved Off-Site Affordable Housing

4.4.1.5 In the event that an obligation under Section 106 of the Act is required (in the reasonable opinion of the Council) to secure Affordable Housing within the Off-Site Affordable Housing the Owner and/or the owner of the Off-Site Affordable Housing has entered into a Section 106 Agreement with the Council so as to secure the use in perpetuity of such site for the purpose of Affordable Housing to the reasonable satisfaction of the Council ALWAYS PROVIDED the totality of such agreements shall ensure that the tenure mix of the totality of the Affordable Housing on the Tybalds Estate (or such other site as approved by the Council in writing in accordance with Clause 2.26(ii) hereof) shall provide for at least 60 per cent (60%) net internal area of the floorspace thereof to be Social Rented Housing.

- 4.4.2 Not to Occupy or permit Occupation of any (or any part) of the On-Site Private Housing Units for any purpose until such time as the Owner and/or the owner of the Off-Site Affordable Housing has confirmed to the Council's satisfaction (to be evidenced by the Council to the Owner in writing) by way of certification from a solicitor (licensed to practise in England and Wales) appointed by the Owner and/or the owner of the Off-Site Affordable Housing that the Owner and/or the owner of the Off-Site Affordable Housing has entered into a contract with a reputable contractor for the Off-Site Affordable Housing such contract:
- (i) to contain nothing such as would prevent the carrying out of the relevant works; and
 - (ii) is not terminable by the Owner or contractor other than in the case of the non-performance by the appointed contractor.
- 4.4.3 On the date of this Agreement to pay in full to the Council the Off-Site Affordable Housing Contribution and not to Implement or permit Implementation of any (or any part) of the On-Site Private Housing Units for any purpose until such time as the Owner has received written notice from the Council confirming receipt from the Owner of the Off-Site Affordable Housing Contribution.
- 4.5 **CAR FREE**
- 4.5.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.5.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.5.1 above will remain permanently.
- 4.5.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units

forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.5.1 of this Agreement.

4.6 **CONSTRUCTION MANAGEMENT PLAN**

4.6.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.6.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

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

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

4.7 **EDUCATION CONTRIBUTION**

4.7.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.

4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution and confirmed receipt in writing.

4.8 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.8.3 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 confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.8.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.9 HIGHWAYS

- 4.9.1 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.
- 4.9.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full and confirmed receipt in writing; and
 - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.9.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertaker's works and that the Highways Contribution excludes any statutory undertaker's costs.

4.9.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum (“the Certified Sum”) expended by the Council in carrying out the Highway Works together with (upon written request) a breakdown detailing how the Highways Contribution has been spent.

4.9.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.9.6 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days (14) of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Highway Contribution.

4.10 **LOCAL EMPLOYMENT**

4.10.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.10.2 In order to facilitate compliance with the requirements of sub-clause 4.10.1 above the Owner shall use reasonable endeavours to work in partnership with (i) King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

- (a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction Centre;
- (b) King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- (c) that King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and

- (d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction Centre and employed during the Construction Phase.

4.10.3 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than 6 (six) construction industry apprentices shall be employed at the Development always ensuring each apprentice and/or trainee (as the case may be) shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage.

4.10.4 Pursuant to Clause 4.10.3 hereof the Owner shall pay to the Council the sum of £1,500 (one thousand five hundred pounds) for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment.

4.10.5 Notwithstanding the provisions in clause 4.10.3 of this Agreement, during the Construction Phase the Owner shall use reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Kings Cross Construction Centre.

4.11 LOCAL PROCUREMENT

4.11.1 Prior to Implementation to agree a programme during the Construction Phase 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 Code.

4.11.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of

tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.11.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.11.4 To use reasonable endeavours 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.

4.12 **PUBLIC OPEN SPACE CONTRIBUTION**

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

4.12.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution and confirmed receipt in writing.

4.13 **SUSTAINABILITY PLAN**

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

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

4.13.3 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 Sustainability Plan as approved by the Council have been incorporated into the Property.

4.13.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being

managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.14 **ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION**

4.14.1 On or prior to the Implementation Date to pay to the Council the Environmental Improvements Contribution in full.

4.14.2 Not to Implement or to permit Implementation until such time as the Council has received the Environmental Improvements Contribution in full and confirmed receipt in writing.

4.15 **DISPOSAL OF THE PROPERTY BY THE OWNER**

Prior to disposing of its title to the Property (or any part thereof) to include in the sale and transfer documents:

- (i) a copy of the Planning Permission (to include the relevant planning conditions);
- (ii) a requirement that the Development shall be completed (to the Council's satisfaction to be evidenced in writing by the Council) within 27 months of the date of commencement of the Enabling Works (or such other time period as may be agreed by the Council in writing); and
- (iii) a requirement that the purchaser(s) prior to such disposal by the Owner enter into an agreement under Section 106 of the Act with the Council to incorporate those matters set out in planning condition number 38 of the Planning Permission PROVIDED THAT in entering into the agreement under Section 106 of the Act the Council shall not be obliged to agree any provisions in the form and/or effect as provided under this Agreement.

5. **OBLIGATIONS OF THE COUNCIL**

The Council hereby covenants with the Owner as follows:-

5.1 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement,

consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.

- 5.2 In the event of receipt of any contribution payable pursuant to Clause 4 of this Agreement by the Owner the Council covenants to spend (or commit for expenditure) the contributions referred to in Clause 4 for the purposes specified in this Agreement for which the contributions are paid.
- 5.3 The Council shall act reasonably when seeking to enforce any of the terms of this Agreement including where practicable to notify the Owner of any obligation to which the Council considers has been breached and stating what steps the Council considers to be required in order to bring about compliance with such obligation or obligations.
- 5.4 Subject to the Council being satisfied (to be evidenced by the Council to the Owner or owner of the Off-Site Affordable Housing in writing) that (i) the construction of the Off-Site Affordable Housing has been or is about to commence and (ii) the Owner or the owner of the Off-Site Affordable Housing has confirmed that it has entered into a contract for the delivery of the Off-Site Affordable Housing in accordance with the requirements in clause 4.4.2 of this Agreement the Council will return the Off-Site Affordable Housing Contribution to the owner of the Off-Site Affordable Housing Units within twenty one (21) days of receipt of written request for the same.

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 2012/6132/P the date upon which the Development is ready for Occupation.

- 6.3 The Parties shall act in good faith and shall co-operate with each other 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 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 in writing) provide through its Planning Obligations Monitoring Officer confirmation of compliance and/or (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 Head of Legal Services 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 to the Council 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 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 reference 2012/6132/P.
- 6.7 Payment of any financial contribution pursuant to the provisions of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft 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 contribution relates quoting the Income Code [REDACTED] or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1

9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.

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 Index of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office 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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2012/6132/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 on or prior to the date of completion of the Agreement.
- 7.4 The Owner hereby covenants with the Council that it will within twenty-eight (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 on written demand 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 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 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.

7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

MORTGAGEE EXEMPTION

7.9 Subject to the provisions of paragraphs (i) – (iii) (inclusive) below the restrictions contained in **Clause 4.3 (On-Site Affordable Housing)** hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the On-Site Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:

- (i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the On-Site Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose (“the Default Notice”).
- (ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice (“the Specified Period”) to seek to identify another Registered Provider to agree to take a transfer of the On-Site Affordable Housing Units.
- (iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the On-Site Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the On-Site Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the On-Site Affordable Housing Units and

shall cease to bind the On-Site Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the On-Site Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.3 hereof as will any person deriving title therefrom.

- 7.10 For the purposes of Clause 7.9(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2012/6132/P for the Default Notice to be properly served:-
- (i) The Chief Executive;
 - (ii) The Director of Culture and Environment;
 - (iii) The Assistant Director Regeneration and Planning;
 - (iv) The Planning Obligations Monitoring Officer; and
 - (v) The Borough Solicitor.
- 7.11 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Clause 4.3.
- 7.12 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).
- 7.13 The Director for Housing and Adult Social Care agrees to be bound by the commitments given to the Council in respect of the covenants, terms and obligations in this Agreement in the letter dated 28th August 2013 attached hereto.

[8. **MORTGAGEE EXEMPTION**

8.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 7.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.]

[9. **JOINT AND SEVERAL LIABILITY**

9.1 All Covenants made by the Owner [and the] 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

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating HGVs must meet all of the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have undertake cycle awareness training through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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

THE THIRD SCHEDULE LOCAL PROCUREMENT CODE

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 Strategy and the Local Development Framework (adopted November 2010). 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 agreements/undertaking 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 with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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 Leaseholder 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 developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers 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 developers meet 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 developer, main contractor and subcontractors.

The Council will seek to ensure that the developer 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 the developers 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 developer, their main contractor and subcontractors.

Facilities Management

The Leaseholder and their agents shall use reasonable endeavours 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.

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

THE FOURTH SCHEDULE
PLAN OF THE PROPERTY



paul davis partners

scale 1:200 @ A1
NYS @ A3



November 2012

0 5 10 M

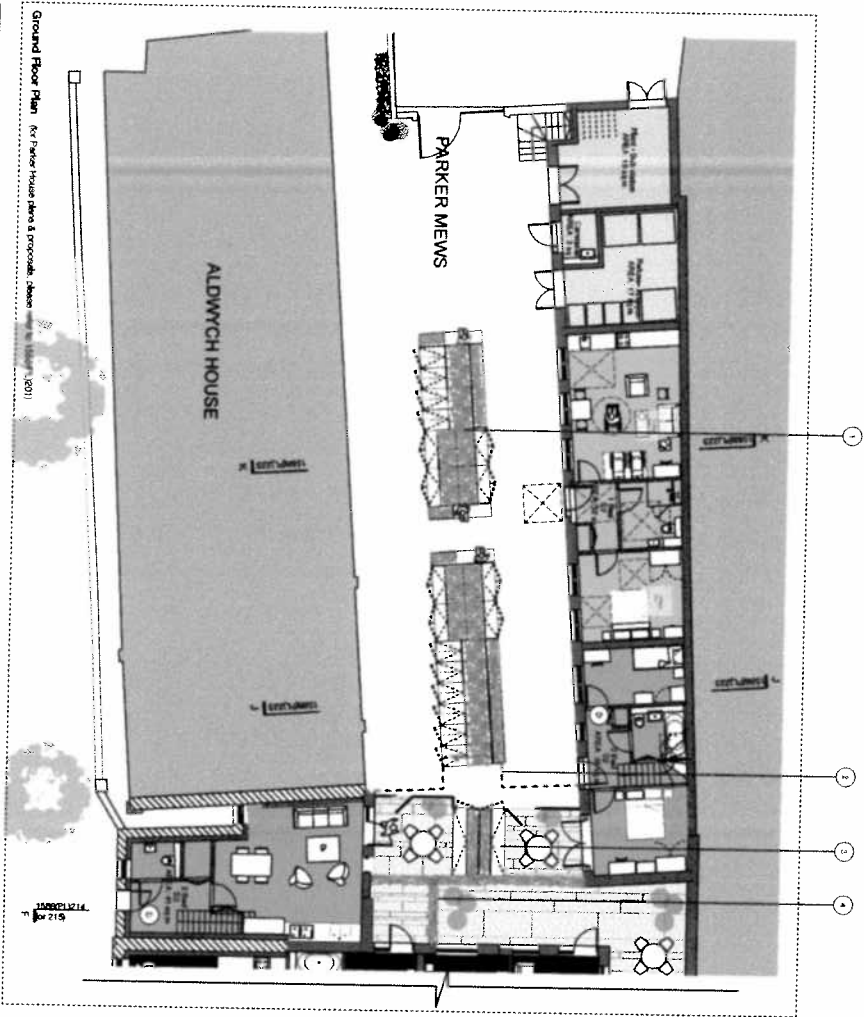
1588/PL1102 rev.P1
See Block Plan

Parker House
London Borough of Camden

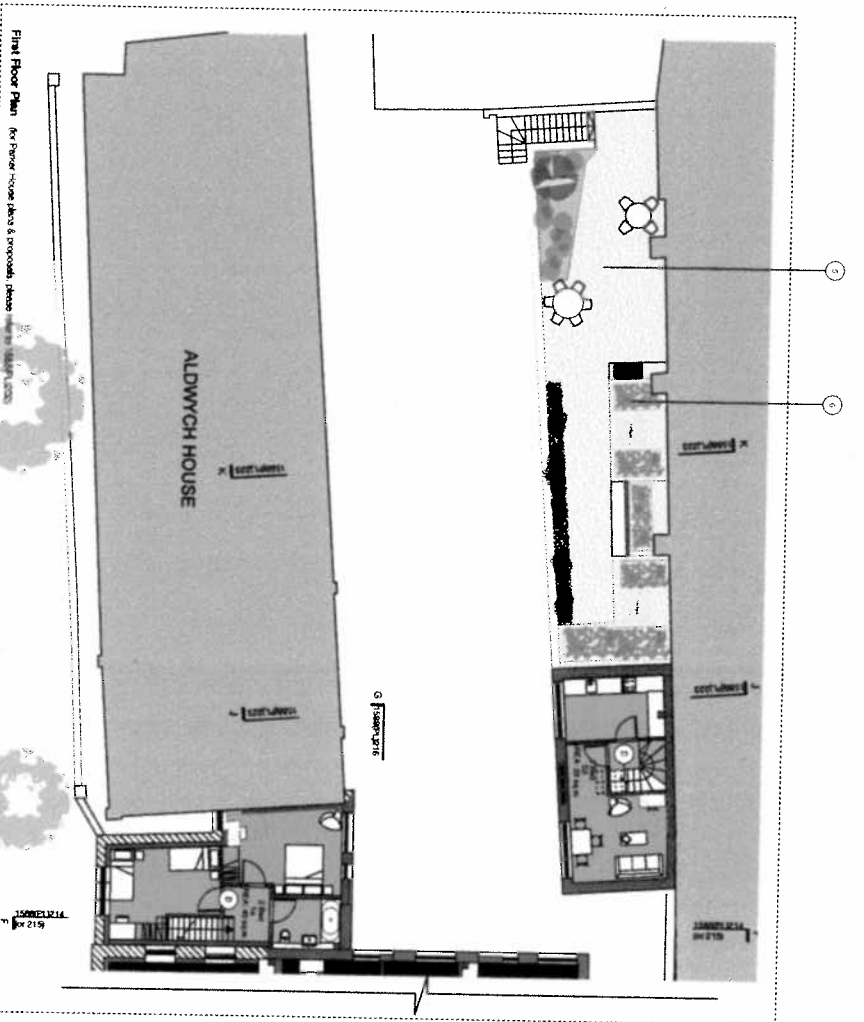
PLAN OF THE PROPERTY

THE FIFTH SCHEDULE

ON-SITE AFFORDABLE HOUSING UNITS

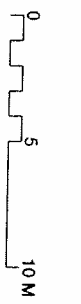


- NOTES:**
- 1 Proposed delivery and/or storage area for newspapers, magazines, etc. (see page 10 for the final ground floor plan)
 - 2 Office of meeting (1) & 3 Office of Parker House (see Parker House floor plan for details)
 - 3 7 no. of the food cycle and general storage (7 no. of the food cycle and 6 no. of the general storage for the ground floor plan)
 - 4 Office with 10 no. of the food cycle and 6 no. of the general storage (see Parker House floor plan for details)
 - 5 Landscaped & landscaped areas with new paving
 - 6 Shared area with table in the ground floor plan and the ground floor plan (see Parker House floor plan for details)



- KEY:**
- PRIVATE HOUSING
 - 1 Bed
 - 2 Bed
 - 3 Bed
 - SOCIAL RESIDENT HOUSING
 - 1 Bed
 - 2 Bed
 - Public

paul davis partners | scale 1:100 A1 | 1:200 A2 | November 2012



1586 (P) 208 rev. P1
Proposed Ground & 1st Floor Plans
of Aldwych Workshops
Parker House
London Borough of Camden

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

THE COMMON SEAL OF/)
EXECUTED AS A DEED BY)
XXXXXXXXXXXXXXXXXXXXX))
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
XXXXXXXXXXXXX LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

Director Signature:)

Director/Secretary Name (CAPITALS))

Director/Secretary Signature:)

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

.....
Authorised Signatory

THE SIXTH SCHEDULE

**DRAFT DECISION LETTERS:
PLANNING PERMISSION and CONSERVATION AREA CONSENT**

Tibbalds Planning and Urban Design
Ltd
19 Maltings Place
169 Tower Bridge Road
London
SE1 3JBApplication Ref: **2012/6132/P**
Please ask for: **Amanda Peck**
Telephone: 020 7974 5885**DRAFT** August 13

Dear Sir/Madam

DECISIONTown and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) Order 2010
Town and Country Planning (Applications) Regulations 1988**Full Planning Permission Granted**Address:
Parker House
25 Parker Street
London
WC2B 5PA**DECISION**

Proposal:

Redevelopment of the site to provide 43 residential units (40 x private and 3 x affordable) within a six storey plus basement building and retention of the existing façade to Parker Street, following demolition of the existing hostel accommodation and former Aldwych Workshops on Parker Mews and associated storage, cycle parking, refuse and landscape works (Class C3).

Drawing Nos: GVA Grimley letter 23 January 2013 and associated appendices entitled Parker House, Parker St & St. Joseph's School - Daylight & Sunlight; Amended Schedule of accommodation entitled 5357 Master Schedule_all units 080213 Final3(3); Technical Note, Sub-station noise prepared by Peter Brett Architects, dated 26 February 2013; Preliminary Ecological Appraisal prepared by the Ecology Consultancy, dated 29 January 2013.

1588(PL) 101 P1; 102 P1; -111 P1; -112 P1; -113 P1; -114 P1; -115 P1; -116 P1; -117 P2; -121 P1; -122 P2; -123 P1; -131 P1; -132 P1; -200 P2; -201 P2; -202; P1 -203 P2; -204 P2; -205 P3; -206 P2; -207 P1; -208 P3; -211 P2; -212 P1; -213 P1; -214 P3; -215 P3; -216 P1; -217 P1; -218 P1; -221 P1; -222 P1; -223 P1; -224 P1; Planning, Design and Access

Statement prepared by Paul Davis & Partners and Tibbalds Planning & Urban Design; Archaeological Desk Based Assessment prepared by CGMS; Draft Construction Management Plan prepared by EC Harris; Daylight & Sunlight Report prepared by GVA; Energy/ Renewable Statement prepared by Sustain Ltd; Sustainability Statement, prepared by EC Harris; Historic Building Report prepared by Donald Insall Associates Ltd; Transport Statement prepared by Peter Brett Associates; Tree Survey/ Arboricultural Statement prepared by CBA Trees; Noise Assessment prepared by Peter Brett Associates; Basement Impact Assessment prepared by Rolton Group Ltd; Flood Risk Assessment (BREEAM) prepared by Rolton Group Ltd; Ecology Assessment (CfSH) prepared by the Ecology Consultancy; Statement of Community involvement prepared by E C Harris; Parker House - offsite affordable housing offer Tybalds Estate prepared by Tibbalds January 2013; Lifetime Homes Compliance Checklist 4th January 2013; Demolition and Construction Noise Assessment prepared by Peter Brett Architects 7th February 2013; Site Waste Management Plan prepared by Keltbray 22nd January 2013; Outline Demolition Method Statement prepared by Peter Brett Architects 7th February 2013; Demolition noise level plans prepared by Peter Brett Architects 7th February 2013; Tibbalds email 7th February 2013 entitled Cycle stores: Parker House; Tibbalds letter 7th February 2013 entitled Additional Information to support Parker House; Tibbalds letter 1st February 2013 entitled Parker Street- Additional Information; Tibbalds letter 7th February entitled Response to St Joseph's RC Primary Schools letter of 9th January 2013;

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

Conditions and Reasons:

- 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 54 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: 1588(PL) 101 P1; 102 P1; -111 P1; -112 P1; -113 P1; -114 P1; -115 P1; -116 P1; -117 P2; -121 P1; -122 P2; -123 P1; -131 P1; -132 P1; -200 P2; -201 P2; -202; P1 -203 P2; -204 P2; -205 P3; -206 P2; -207 P1; -208 P3; -211 P2; -212 P1; -213 P1; -214 P3; -215 P3; -216 P1; -217 P1; -218 P1; -221 P1; -222 P1; -223 P1; -224 P1; Planning, Design and Access Statement prepared by Paul Davis & Partners and Tibbalds Planning & Urban Design; Archaeological Desk Based Assessment prepared by CGMS; Draft Construction Management Plan prepared by EC Harris; Daylight & Sunlight Report prepared by GVA; Energy/ Renewable Statement prepared by Sustain Ltd; Sustainability Statement, prepared by EC Harris; Historic Building Report prepared by Donald Insall Associates Ltd; Transport Statement prepared by Peter Brett Associates; Tree Survey/ Arboricultural Statement prepared by CBA Trees; Noise Assessment prepared by Peter Brett Associates; Basement Impact Assessment prepared by Rolton Group Ltd; Flood Risk Assessment (BREEAM) prepared by Rolton Group Ltd; Ecology Assessment (CfSH) prepared by the Ecology Consultancy; Statement of Community involvement prepared by E C Harris; Parker House - offsite affordable housing offer Tybalds Estate prepared by Tibbalds January 2013;

Lifetime Homes Compliance Checklist 4th January 2013; Demolition and Construction Noise Assessment prepared by Peter Brett Architects 7th February 2013; Site Waste Management Plan prepared by Keltbray 22nd January 2013; Outline Demolition Method Statement prepared by Keltbray 24 January 2013; Demolition noise level plans prepared by Peter Brett Architects February 2013; Tibbalds email 7th February 2013 entitled Cycle stores: Parker; Tibbalds letter 9th January 2013 entitled Additional Information to support Parker House Application; Tibbalds letter 1st February 2013 entitled Parker Street- Additional Information; Tibbalds letter 7th February entitled Response to St Joseph's RC Primary Schools letter of 9th January 2013; GVA Grimley letter 23 January 2013 and associated appendices entitled Parker House, Parker St & St. Joseph's School - Daylight & Sunlight; Amended Schedule of accommodation entitled 5357 Master Schedule_all units 080213 Final3(3); Preliminary Ecological Appraisal prepared by the Ecology Consultancy dated 29.01.2013.

DRAFT

Reason: For the avoidance of doubt and the measure of proper planning.

3 The following samples of external materials shall be submitted to and approved by the Local Planning Authority in writing before the relevant parts of the work are begun

a) Plan, elevation and section drawings, including jambs, head and cill, of all new external windows and doors at a scale of 1:10 with typical glazing bar details at 1:1.

b) Typical details of new railings and balustrade at a scale of 1:10 with finials at 1:1, including method of fixing.

c) Samples and manufacturer's details of new facing materials including windows and door frames, glazing bars, etc. including a 1/4 scale sample panel of all facing materials to address the following: a) a clear section with window opening demonstrating the proposed profile and pointing.

DECISION

A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

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 policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

4 Prior to the commencement of the development a detailed schedule and method statement of all materials to be salvaged and reused on the Aldwych Workshops shall submitted and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development

Framework Development Policies.

- 5 A) No development (including demolition) shall take place until a Written Scheme of Investigation, to secure a programme of archaeological mitigation, has been submitted to and approved in writing by the local planning authority.

B) No development (including demolition) shall take place other than in accordance with the Written Scheme of Investigation approved under Part (A).

C) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (A), and the provision made for analysis, publication and dissemination of the results and archive deposition has been secured.

DRAFT
Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of an archaeological investigation and the subsequent recording of the site prior to development in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 6 No impact piling shall take place until a piling method statement (detailing the type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water or 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.

DECISION
Reason: The proposed works will be in close proximity to underground water and sewerage utility infrastructure. Piling has the potential to impact on local underground water and sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.

- 7 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the Council 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 policy CS14 of the London Borough of Camden Local

Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to the commencement of any works (including demolition) on the relevant Phases of the development, a plan and method statement conforming to BS:5837 (2005) for the protection of all trees to be retained on or adjacent to the site affected by that Phase (including street trees) should be submitted to, and approved in writing by, the Local Planning Authority. The works in connection with such Phase or Phases shall not be carried out other than in strict accordance with the tree protection measures and tree works that have been approved and the protection measures shall remain in position until the building works of the relevant phase are complete and all related machinery moved off site.

Reason: In order to maintain and enhance the biodiversity of the site in accordance with Policy DP27 of the London Borough of Camden Local Development Framework Core Strategy and policy DP27 of the London Borough of Camden Local Development Framework Development Policies.

DRAFT

- 9 Details of hard and soft landscaping including tree/plant species and sizes, all hard landscape materials, play structures, and means of enclosure of all unbuilt, open areas shall be submitted to and approved in writing by the local planning authority before the relevant parts of work are begun. Such details shall include a summary of consultation with residents of Aldwych Buildings and whether the scheme has changed as a result, details on how the spaces are accessible by all including details on level access, ramp gradients, landings, handrails, step dimensions, colour contrast nosings etc. Implementation of the hard and soft landscaping and the boundary treatment shall be carried out in accordance with the approved details.

Reason: To ensure the scheme is carried out to a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

DECISION

- 10 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the relevant part of the development. Any newly planted trees or areas of planting 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 satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies CS14, and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

Development Policies.

- 11 Full details of a biodiverse, substrate-based extensive living roof shall be submitted to and approved by the Local Planning Authority, in writing, before the development commences. 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. This must include a detailed maintenance plan, details of its construction and the materials used, to include a section at a scale of 1:20, and full planting details. The substrate depth should vary between 80mm and 150mm with peaks and troughs, but should average at least 130mm.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP27 and DP32 of the London Borough of Camden Local Development Framework Development Policies

- 12 The development shall be installed and managed in accordance with the measures recommended in the Ecology Statement prepared by the Ecology Consultancy dated 27.09.12, and the Preliminary Ecological Appraisal prepared by the Ecology Consultancy dated 29.01.2013, and prior to the relevant parts of the works commencing. Details of bird and bat nesting boxes / bricks and details of measures taken to enhance local populations of Biodiversity Action Plan priority species shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. The details shall include the exact location, specification and design. The boxes / bricks shall be installed with the development prior to the first occupation of the building to which they form part of the structure. The nesting boxes / bricks shall be maintained in accordance with the details so approved, shall be maintained in accordance with the details so approved,

Reason: In order to conserve and enhance the biodiversity of the site in accordance with Policy CS15 of the London Borough of Camden Local Development Framework Core Strategy

- 13 All of the following windows, as denoted on approved plans 1588(PL) 208 P2 and 216 P1 shall be permanently obscure glazed and fixed shut up to a height of 1.7m above the floor of the room in which the windows are installed before occupation of the extensions hereby permitted and shall be permanently retained and maintained thereafter:
- Ground floor hallway window to unit S2 at Aldwych Workshops
 - All panes adjacent to entrance doorways to units S1 and S2 at Aldwych Workshops;
 - The north eastern most first floor window to unit S2 at Aldwych Workshops;

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies CS1 (Distribution of growth) and CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London

Borough of Camden Local Development Framework Development Policies.

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 15 No plant or machinery shall be installed on the external parts of the building other than in the areas indicated by the VLE, Boiler & CHP area, water tank and booster area, located on the roof of the main building and the ground floor substation in Aldwych Works on approved plans.

Reason: To ensure that the appearance of any external plant is compatible with the appearance of the building and the area and to ensure that residential amenities are protected, in accordance with the requirements of policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP25 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 16 At 1 metre outside the windows of any neighbouring habitable room the level of noise from all plant and machinery shall be at all times at least 5 decibels below the existing background noise levels except in (a) and (b) situations. Where the noise from the plant and machinery is to be in excess of the differences in these levels shall be at least 5 dB.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 17 Prior to commencement of development (including demolition) the developer to prepare and submit a demolition, construction and noise management plan, which shall include, as a minimum:

" The setting of a maximum noise limit in respect of the equipment to be used and the construction methods to be employed as part of the demolition and construction process.

" The processes by which the maximum noise limit shall be determined, which shall include, acoustic tests at the commencement of demolition to determine maximum noise limit during term.

" The timing and duration of the various activities that comprise the demolition and construction process.

" The placement of noise monitors and the method by which the noise limits shall be monitored around the site.

" The procedures by which the noise limits will be controlled.

" Any measures to be implemented in the adjacent school to mitigate the predicted construction noise levels and to include, as a minimum the implementation of secondary glazing to the existing windows of the school building facing the application site.

The demolition, construction and noise management plan shall be agreed with the Council's EHO officer and shall be prepared with due regard to Building Bulletin 93; be subject to consultation with representatives from the school; and be adhered to throughout the duration of the works.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies

- DRAFT**
- 18 Glazing to the residential units and the proposed white house ventilation system shall achieve "good" internal noise levels as per BS 8233 and the WHO internal noise levels guides and these levels shall be permanently retained and maintained thereafter.

Reason: To safeguard the amenities of future occupants in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies

- DECISION**
- 19 The refuse/recycling storage areas shown on the approved drawings in the basement of the main building and the ground floor Aldwych workshops shall be provided prior to occupation of the development and shall thereafter be permanently retained and used for no purpose other than refuse/recycling storage areas, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 20 The 75 spaces (70 basement spaces and 5 at Aldwych workshops) shown on the approved drawings in the basement of the main building and the courtyard to the rear of Aldwych Buildings shall be provided prior to occupation of the development and shall thereafter be permanently retained and used for no purpose other than for the parking of bicycles for users and occupiers of the development, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP18, DP19 and DP26 of the London Borough of Camden Local Development Framework

Development Policies.

- 21 The planters, storage boxes and cycle storage boxes shown on the approved drawings in courtyard to the rear of Aldwych Buildings shall be provided prior to occupation of the development and shall thereafter be permanently retained and used for no purpose other planting, storage and cycle parking, unless otherwise agreed in writing by the local planning authority.

Reason: In order to prevent unreasonable overlooking of neighbouring premises and to ensure that sufficient provision for storage and cycle users in accordance with Policies CS5 , CS11 and CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP18, DP19, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 22 The details of the solar panels on the roof of the buildings shall not be otherwise than as those submitted to the Council before any work is commenced on the relevant part of the development. Such details shall include a scale roof plan, elevation, section and manufacturers details. The relevant part of the development shall thenceforth not be occupied without the installation of such technologies. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises, the setting of the neighbouring listed buildings and the character of the conservation area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 23 *Replacement Hostel Accommodation
Prior to first occupation of the development (excluding the 3 affordable housing units) hereby approved, the replacement hostel accommodation shall be provided at the Mount Pleasant Hostel (52-54 Mount Pleasant, London, WC1X 0AL granted planning permission under reference number 2011/6016/P) and a building contract shall be let for the construction and delivery of the replacement hostel accommodation at the Holmes Road Hostel (41-43 Holmes Road, London, NW5 3AN granted planning permission under reference number 2012/6344/P) with completion of the Holmes Road Hostel scheme to be carried out by June 2015, or such other time period as may be agreed by the local planning authority in writing.

Reason: To secure sufficient provision of hostel accommodation in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP4 and DP8 of the London Borough of Camden Local Development Framework Development Policies.

- 24 *Affordable Housing (On-Site)
Affordable housing shall be provided as follows on site: 1 x 1 bed and 2 x 2 bed social rented residential units; undertaking construction and fitting so that the affordable housing units as approved by the Local Planning Authority are suitable

for occupation as affordable housing; not occupying any of the private 40 residential units in any block until all affordable housing units in that block are fitted out and ready for occupation; ensuring the affordable housing units will only be occupied and shall be retained in perpetuity for no purpose other than for the provision of social rented housing in accordance with the targets set by the Regulator, not disposing of any interest in the Affordable Housing Units (except by way of mortgage) other than to any other Registered Social Landlord registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Local Planning Authority.

Reason: to secure sufficient provision of affordable housing in the development in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP3 and DP4 of the London Borough of Camden Local Development Framework Development Policies.

- 25 *Affordable Housing (Off-site)
- Prior to implementation of development details of the off-site affordable housing (at "Tybalds Estate" being land bounded by Orde Hall Street, Dombey Street, Harpur Street, r/o Theobalds Road, New North Street, Boswell Street, Old Gloucester Street and r/o Great Ormond Street or another site within the Holborn and Covent Garden ward) shall be submitted to and approved in writing by the Local Planning Authority, including details of the off-site location, the planning status of the site, indicative design and a programme for delivery. Prior to occupation of the development hereby approved evidence that a building contract has been entered into for the off-site affordable housing shall be submitted to the Local Planning Authority. The off-site affordable housing shall be retained in perpetuity for no purpose other than for the provision of affordable housing, at least 60% net internal floorspace being social rented housing, and no interest in the Affordable Housing Units (except by way of mortgage) other than to any other Registered Social Landlord registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Local Planning Authority.

Reason: To secure sufficient provision of affordable housing in the development in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP3 and DP4 of the London Borough of Camden Local Development Framework Development Policies.

- 26 *Car-free
- Prior to first occupation of any of the residential units, the owner would ensure through agreement with each occupier of the residential units is informed of the Local Planning Authority's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to s. 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a residents parking bay, shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Local

Planning Authority and shall they be entitled to be granted a Business Parking Permit.

Reason: In order to ensure that there is no additional parking pressure within the vicinity, in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP18 and DP19 of the London Borough of Camden Local Development Framework Development Policies.

27 * Construction Management Plan

No part of the development (including demolition) of any phase hereby approved shall be commenced until a Construction Management Plan (including an Air Quality Assessment and dust monitoring) setting out measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) and dust emissions during the demolition and construction period, has been submitted to and approved by the local planning authority in consultation with Transport for London. A programme of consultation with local residents shall also be undertaken. The measures contained in the Construction Management Plan shall at all times remain implemented during the relevant construction phase.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

28 *Local Employment

Prior to the relevant parts of the works commencing the applicant and/or /developer shall have entered into an agreement with Kings Cross Construction and Skills Centre (KXCSC) to ensure that all job vacancies during the construction phases are registered with KXCSC at the same time as other recruitment efforts. The applicant and end-users will also be encouraged to use local employment brokerage as advised by the Council's Economic Development Team.

Reason: In order to define the permission and to ensure that unemployed people within the Borough of Camden have training and employment opportunities during the construction phase of major developments and to source goods and services from local businesses.

29 *Local Procurement

Prior to the relevant parts of the works commencing the applicant and/or /developer shall agree a programme during the construction phase to provide opportunities for local business to bid/tender for the provision of goods and services to the development in accordance with the Council's Local Procurement Code; to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code; to ensure that throughout the Construction Phase the development shall be carried out in

accordance with the Local Procurement Code; and to use reasonable endeavours 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.

Reason: In order to define the permission and to ensure that unemployed people within the Borough of Camden have training and employment opportunities during the construction phase of major developments and to source goods and services from local businesses.

30 *Apprenticeships

The applicant shall use all reasonable endeavours to ensure that at all times during the construction phase no less than six construction trade apprentices shall be employed at the development always ensuring each apprentice shall be: a resident of the London Borough of Camden and can travel; recruited through the Kings Cross Construction Skills Partnership who lives in a Hostels Pathway service and has been through a construction skills training course; employed for a period of 2 years; paid at a rate not less than the national minimum wage; supported through pay day release to undertake relevant training; and be provided with on the job training and supervised on site by an experienced operative in a trade related to their training needs.

Reason: In order to define the permission and to ensure that unemployed people within the Borough of Camden have training and employment opportunities during the construction phase of major developments and to source goods and services from local businesses.

- 31 *Public Open Space Contribution
No part of the development (including demolition) hereby approved shall be commenced until the Local Planning Authority has confirmed in writing that the measures necessary to secure improvements to open space provision within the borough have been submitted and approved by the Local Planning Authority.

Reason: To ensure that the open space facilities in the area can cope with the additional residents in accordance with the requirements of policies CS15 and CS19 of the London Borough of Camden Local Development Framework Core Strategy and policy DP15 of the London Borough of Camden Local Development Framework Development Policies.

32 *Education Contribution

No part of the development (including demolition) hereby approved shall be commenced until the Local Planning Authority has confirmed in writing that the measures necessary to address education needs within the borough have been submitted and approved by the Local Planning Authority.

Reason: To ensure that the education facilities in the area can cope with the additional residents in accordance with the requirements of policies CS10 and CS19 of the London Borough of Camden Local Development Framework Core Strategy and policy DP15 of the London Borough of Camden Local Development Framework Development Policies.

33 *Highways Contribution

No part of the development (including demolition) hereby approved shall be commenced until the Local Planning Authority has confirmed in writing that any highways works required by the Local Planning Authority including repaving the footway adjacent to the development has been secured or that arrangements have been made to have them secured.

Reason: To ensure that the pedestrian environment is maintained and improved in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP17 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

34 *Energy Efficiency and **DRAFT**
The development shall be carried out in complete accordance with the submitted Energy/ Resource Efficiency Statement prepared by Sustain Ltd to achieve a reduction in CO2 emissions of at least 30% beyond the baseline and the provision of 5% renewable energy. A meter shall at all times be installed to monitor the energy output of the technologies.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policies CS13, CS16 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22, DP23 of the London Borough of Camden Local Development Framework Development Policies.

35 *Sustainability **DECISION**
The development shall be carried out in accordance with the submitted Sustainability Statement, prepared by E.H.P. and to achieve a minimum code level 4.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policies CS13, CS16 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22, DP23 of the London Borough of Camden Local Development Framework Development Policies.

36 *Environmental Improvements Contribution

No part of the development (including demolition) hereby approved shall be commenced until the Local Planning Authority has confirmed in writing that the measures necessary to secure pedestrian, cycle and environmental improvements in the vicinity of the development have been submitted and approved by the Local Planning Authority.

Reason: To ensure that the pedestrian and cycle environment is maintained and improved in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP17 and DP21 of the London Borough of Camden Local Development Framework Development Policies."

37 *Level Plans

No part of the development (including demolition) hereby approved shall be commenced until the Local Planning Authority has confirmed in writing that level plans demonstrating levels at the interface of the development, the boundary of the property and the public highway have been submitted to and approved by the Local Planning Authority.

Reason: To ensure that the pedestrian environment is maintained and improved in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP17 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

38 *Need for a legal agreement

No works shall be commenced on the site until such time as any owners of the land with the legal locus to enter into a legal agreement have entered into such an Agreement incorporating the following conditions in respect of the matters covered by conditions 23 - 37 (and marked *).

Reason: In order to define the permission and to secure development in accordance with policy C19 of the London Borough of Camden Local Development Framework Core Strategy.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Building Acts covering fire, including fire escape, emergency escape, access and fire safety, party walls and consultation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 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 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help

pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL. <http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL liability notice setting out what monies needs to paid when and how to pay. Liability will be incurred from the commencement of development will result in a surcharge of 10% or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 5 With regard to condition 9 you are advised to use native species of UK origin and to have diversity tree planting.

- 6 With regard to condition 10 you are advised that the Sustainable Drainage Systems on this site are not considered sufficient to provide the level of biodiversity required. Green/brown roofs should provide a high level of biodiversity and should have a substrate depth of at least 100mm into which vegetation can be planted or meadows sown.

- 7 With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combine public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of ground water. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777.

- 8 Thames Water requests that the applicant should incorporate within their proposal protection to the property by installing for example, a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions.

9 Where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 8507 4890 or by emailing wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.

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

11 The matters covered by conditions 23-37 (some also marked with an *) are matters which would usually be entered into a Section 106 Agreement. On Council own schemes such as the proposed development, it does not enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information. If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of an interest in the Application Site the incoming owner will be required to enter into a Section 106 giving effect to those requirements which will then become a legally binding document. This reflects the terms of condition 38 on the planning permission

12 In the absence of a Section 106 agreement entered into with the matters covered by conditions 23-37 a written statement from the Assistant Director for Planning and Protection requires an unequivocal written statement from the Assistant Director for Housing and Adult Social Care confirming that it will comply with the matters set out in conditions 23-37 (as provided in the Council's standard s106 obligations on these matters) and that it will not dispose of any of its interest in the land without first ensuring that any new owner simultaneously executes a Section 106 agreement securing any relevant matters covered by conditions 23-37 which are outstanding or ongoing.

13 Reason for granting planning permission:-

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Local Development Framework Core Strategy with particular regard to policies CS1 (Distribution of growth), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes) CS7 (Promoting Camden's centres and shops), CS10 (Supporting community facilities and services), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving our heritage), CS15 (Protecting & improving our parks & open spaces & encouraging biodiversity), CS16 (Making Camden a safer place), CS18

- 14 (Dealing with our waste and encouraging recycling), CS19 (Delivering and monitoring the Core Strategy), and with the London Borough of Camden Local Development Framework Development Policies with particular regard to policies DP1 (Mixed use development), DP2 (Making full use of Camden's capacity for housing), DP3 (Contributions to the supply of affordable housing), DP4 (Minimising the loss of affordable housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair homes), DP10 (Helping and promoting small and independent shops), DP15 (Community and leisure uses), DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and limiting the availability of car parking), DP19 (Managing the impact of parking), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on trees), DP27 (Basements and lightwells), DP28 (Noise and vibration), DP29 (Improving access), DP30 (Shopfronts), DP31 (Promoting & maintaining open space & outdoor sport & recreation facilities), (A clear zone). Furthermore the proposal accords with the specific policy requirements in respect of the following principal considerations: The loss of the hostel use at this site, along with the refurbishment and extensions at Mount Pleasant Hostel and Holmes Road, is considered to be in accordance with policies CS6, DP4 and DP8. The substantial harm from the demolition of the buildings it is considered to be outweighed
- 15
- 16 by the substantial public benefits created by the scheme in terms of affordable housing provision and CIP contribution. The new build elements and amendments to the retained façade are considered to satisfactorily respond to the character and appearance of the retained front facade and the collection of later 19th Century blocks and walls. In respect of the requirement for a similar scheme elsewhere, along with the other considerations, it is considered that the policy tests have been demonstrated to justify a cascade to off-site affordable housing provision. There is also some certainty that the affordable housing units can be provided at the Tybalds Estate. The amount of affordable housing and the mix of units that can be provided on the Tybalds Estate is considered acceptable and compliant with policy. There are no detrimental impacts from the proposed scheme on surrounding residential properties in terms of overlooking, overshadowing, plant noise, noise and disturbance.
- 17 Bats and their roosts are protected under the Wildlife and Countryside Act 1981 (as amended), and the Conservation (Natural Habitats) Regulations 1994 which protect bats from intentional or deliberate actions which may kill, injure capture a bat and from actions that intentionally or recklessly damage, destroy or obstruct access to a bat roost (whether bats are present or not) or disturb a bat when occupying a roost. Actions such as demolition and renovation works to a building, and tree felling or significant tree surgery are likely to result in a breach of the above legislation if bats or bat roosts are present. For further information contact Natural England on 0845 600 3078.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Directorate
(Duly authorised by the Council to sign this document)

DRAFT

DECISION

Tibbalds Planning and Urban Design
Ltd
19 Maltings Place
169 Tower Bridge Road
London
SE1 3JBApplication Ref: **2012/6143/C**
Please ask for: **Amanda Peck**
Telephone: 020 7974 **5885****DRAFT** August 13

Dear Sir/Madam

DECISIONPlanning (Listed Building and Conservation Areas) Act 1990
Planning (Listed Buildings and Conservation Areas) Regulations 1990**Conservation Area Consent Granted**Address:
Parker House
25 Parker Street
London
WC2B 5PA**DECISION**

Proposal:

Demolition of all parts of the building behind the existing retained façade on Parker Street and the demolition of the former Aldwych Workshops on Parker Mews.

Drawing Nos: 1588(PL) 101 P1; 102 P1; -111 P1; -112 P1; -113 P1; -114 P1; -115 P1; -116 P1; -117 P2; -121 P1; -122 P2; -123 P1; -131 P1; -132 P1; Planning, Design and Access Statement prepared by Paul Davis & Partners and Tibbalds Planning & Urban Design; Building Report prepared by Donald Insall Associates Ltd.

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

Conditions and Reasons:

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

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed

Buildings and Conservation Areas) Act 1990.

- 2 Not to commence or permit to commence the Enabling Works at the Property pursuant to the Planning Permission before a contract for the construction of the Development has been entered into securing completion of the Development within a fixed timescale to be agreed with the Council (as local planning authority) unless the Owner provides to the Council a letter from the Director of Housing and Adult Social Care confirming that the Council is committed to construct and complete the Development itself.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 of the Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 Prior to commencement of any demolition works a method statement for the works of demolition shall be submitted to and approved in writing by the Council. The statement shall include details of the method of securing the retention and protection of all walls, floors and roof structures (including dormers and chimneys) shown to be retained on the demolition drawings hereby approved. No works of demolition shall be carried out other than in accordance with the approved method statement.

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 DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 1. Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 2 Reasons for conservation area consent

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to policy CS14 and with the London Borough of Camden Local Development Framework Development Policies with particular regard to policy DP25. Furthermore the proposal accords with the specific policy requirements in respect

of the following principle considerations: The substantial harm from the demolition of the buildings it is considered to be outweighed by the substantial public benefits created by the scheme in terms of affordable housing provision and CIP contribution.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Director
(Duly authorised by the Council)

DRAFT

DECISION

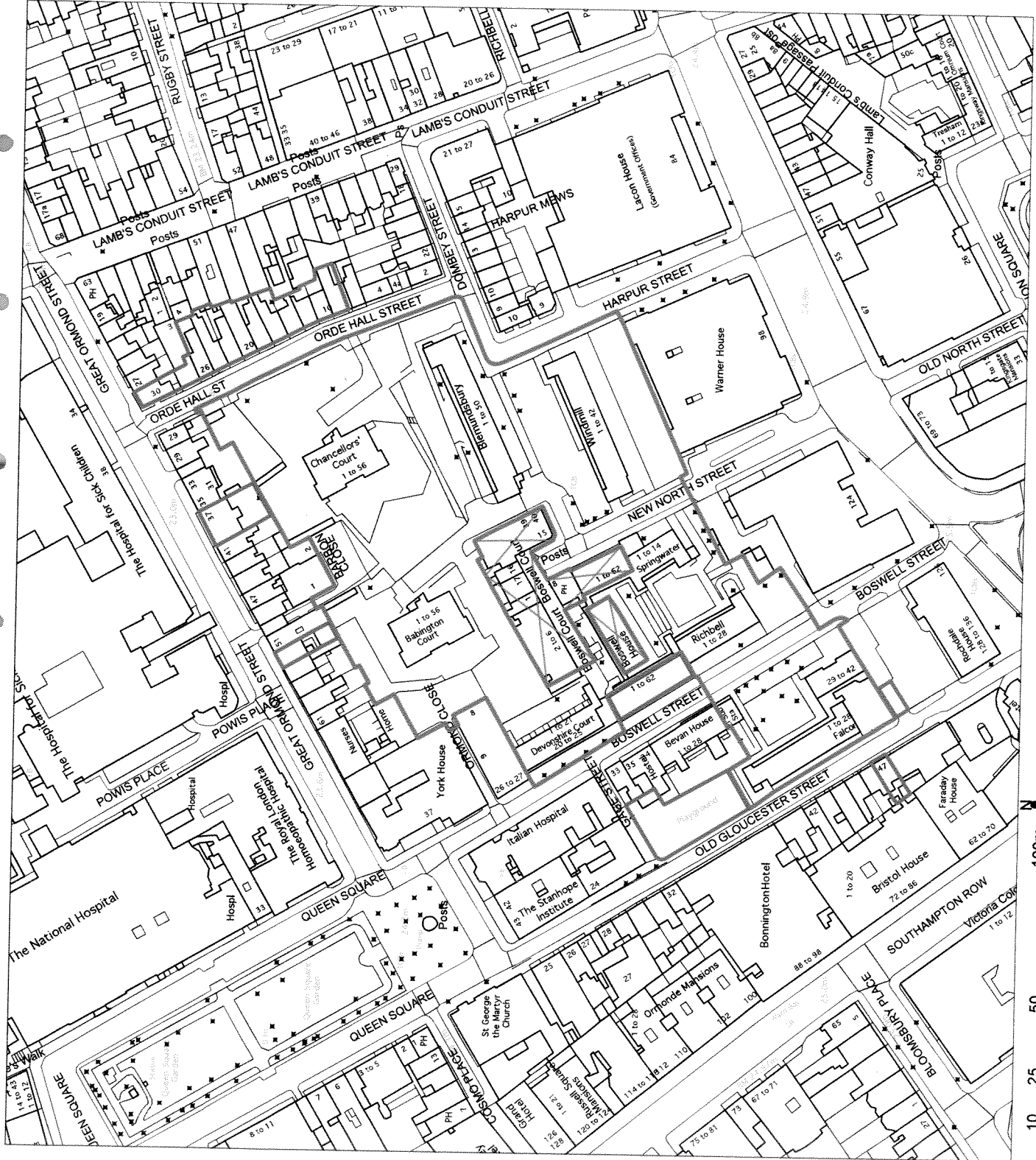
THE SEVENTH SCHEDULE

PLAN - TYBALDS ESTATE

Tibbalds

- Site application area
- Other land in the same ownership (excluding highways land)
- ⊗ Area excluded from the site application area

Tybalds Estate Regeneration
 Site location plan
 Scale: 1:1250 @ A3
 January 2013
 Drawing number: 5357 / 4.1 / 001



DATED

2013

(1)

and

(2) MORTGAGEE

and

(3) LESSEE/TENANT

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

**Parker House
25 Parker Street
London
WC2B 5PA**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1685.1869 (FINAL)