

DATED

18th October

2012

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

and

(2) THREADNEEDLE PENSIONS LIMITED

and

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

A G R E E M E N T

relating to land known as

**The Heal's Building, 191-199 Tottenham Court Road and 22-24 Torrington Place
London W1T 7PJ**

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

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 2962

G:case files/culture & env/planning/lmm/s106 Agreements (2012/0059/P)
CLS/COM/LMM/1685.1587

THIS AGREEMENT is made the 18th day of October 2012

B E T W E E N:

i. **WOBURN ESTATE COMPANY LIMITED** (Co. Regn. No. 01608381) and **BEDFORD ESTATES NOMINEES LIMITED** (Co. Regn. No. 03743508) of The Bedford Office, Woburn, Milton Keynes MK17 9PQ (hereinafter called "the Freehold Owner") of the first part

ii **THREADNEEDLE PENSIONS LIMITED** (Co. Regn. No. 00984167) of 60 St. Mary Axe, London EC1A 8JQ (hereinafter called "the Lessee") of the second part

(the Freehold Owner and the Lessee are together referred to as "the Owner" in this Agreement)

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

1. **WHEREAS**

1.1 The Freehold Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL909998.

1.2 The Lessee is registered at the Land Registry as the leasehold proprietor with title absolute of the Property under Title Number NGL908681.

1.3 The Freehold Owner and the Lessee are interested in the Property for the purposes of Section 106 of the Act.

1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 17 January 2012 and the Council resolved to grant permission conditionally under reference number 2012/0059/P subject to conclusion of this legal Agreement.

- 1.5 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.
- 1.6 For that purpose the Freehold Owner and the Lessee are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- | | | |
|-----|---|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this planning obligation made pursuant to Section 106 of the Act |
| 2.3 | "BREEAM" | Building Research Establishment Environmental Assessment Method 2008 |
| 2.4 | "the Certificate of Practical Completion" | the certificate or statement issued by the Owner's contractor architect or employers agent certifying or stating that the Development has been completed |
| 2.5 | "Construction Management Plan" | a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual 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 Schedule annexed hereto
- (iii) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (iv) proposals to ensure there are no adverse effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction
- (v) 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);

- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.6 "the Construction Phase"

the whole period between

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

2.7 "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

2.8 "the Development"

erection of infill extension within internal courtyard to accommodate lift shaft and bridge links, erection of glass enclosure over internal lightwell, alterations to entrance off Torrington Place including installation of canopy, erection of new plant enclosures at roof level, installation of green roofs and other sustainability measures as shown on the site location plan and drawing numbers [1262-G200-] XP-B1-200, XD-07-50, XD-00-50, XP-00-200 rev. 01, XD-00-51, XD-01-50, XD-01-51, XD-02-51, XD-02-50, XD-03-51, XD-03-50, XD-04-50, XD-04-51, XD-05-50, XD-05-51, XD-06-50, XD-06-51, XE-01-050, XE-02-

050, XE-03-050, XE-04-050, XE-05-51, XE-06-051, XE-07-051, XE-08-051, XS-AA-BB-200 rev. 01. [1262]G240-XP-RF-050, G240-XP-RF-051.[1262-JC20-P-B1-200 rev. 01, P-00-200 rev. 01, P-01-200 rev. 01, P-02-200 rev. 01, P-03-200 rev. 01, P-04-200 rev. 01, P-05-200 rev. 01, P-06-200 rev. 01, P-RF-200 rev. 01, E-NS-200, E-W-200 rev. 01, S-AA-BB-200, S-CC-DD-200, S-EE-FF-200, S-GG-HH-200, S-II-JJ-KK-LL-200. [1262-G200-P-B1-200 rev. 03, D-07-051 rev. 01, P-00-200 rev. 03, D-00-051 rev. 02, P-01-200 rev. 02, D-01-051 rev. 02, P-02-200 rev. 02, P-03-200 rev. 02, D-03-051 rev. 02, P-04-200 rev. 02, D-04-051 rev. 02, P-05-200 rev. 02, D-05-051 rev. 01, P-06-200 rev. 02, P-RF-200 rev. 02, E-W-020 rev. 01, E-NS-200 rev. 01, E-01-050 rev. 02, E-02-050 rev. 01, E-03-050 rev. 01, E-04-050 rev. 01, E-05-051 rev. 02, E-06-051 rev. 01, E-07-051 rev. 01, E-08-051 rev. 01, S-AA-BB-200 rev. 02, S-CC-DD-200, S-EE-FF-200 rev. 01, S-GG-HH-200 rev. 01, S-II-JJ-KK-LL-200 rev. 01. Acoustic report, ref: 11155 - 004a, dated January 2011, prepared by Philip Acoustics Ltd

2.9 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.10 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.11 "the Parties" mean the Council the Freehold Owner and the Lessee
- 2.12 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 17 January 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/0059/P subject to conclusion of this Agreement
- 2.13 "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
- 2.14 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.15 "the Property" the land known as The Heal's Building, 191-199 Tottenham Court Road and 22-24 Torrington Place London W1T 7PJ the same as shown outlined red on the plan annexed hereto
- 2.16 "the Sustainability Plan" a plan securing the incorporation of sustainability measures in the carrying out of the Development which shall
- (a) achieve a BREEAM assessment of at least Very Good

(b) 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 and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

(c) include provisions for 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

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

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Lessee as provided herein and against any person deriving title to any part of the Property subject to the Development by the Lessee but not against any occupational tenants or other occupiers unless such occupational tenant or other occupier acquires an interest from the Lessee in any part of the Property subject to the Development and insofar as it is not a planning obligation its provisions may be enforceable to the extent that the same apply 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 includes any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute as at the date hereof.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 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 Any approval, consent, direction, authority, agreement or action to be given by the Council under this Agreement shall not be unreasonably withheld or delayed.

4. OBLIGATIONS OF THE LESSEE

The Lessee hereby covenants with the Council as follows:-

- 4.1 **CONSTRUCTION MANAGEMENT PLAN**
- 4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.1.2 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.
- 4.1.3 The Lessee 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

- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in 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 Lessee shall forthwith take any steps required to remedy such non-compliance.

4.2 **SUSTAINABILITY PLAN**

- 4.2.1 Prior to Implementation to submit a Sustainability Plan to the Council for approval, including provisions for a post construction review and details and a timetable of how the Sustainability Plan is to be implemented, including details of physical works on site.
- 4.2.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.2.3 To implement the approved Sustainability Plan in accordance with the approved timetable and to retain the details approved and manage the Property in accordance with the approved Sustainability Plan thereafter, unless otherwise agreed in writing by the Local Planning Authority.

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

- 5.1 The Lessee shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Lessee shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at

clause 6.1 hereof quoting planning reference 2012/0059/P the date upon which the Development is ready for Occupation.

- 5.3 The Freehold Owner, the Lessee and the Council shall each act in good faith and shall co-operate with the 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 Development or any requests to provide documentation within the Owner's possession (at the Lessee's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 by the Lessee 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.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Lessee 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 2012/0059/P.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, 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 2012/0059/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered by the Council as a local land charge.
- 6.3 The Lessee agrees to pay the Council its proper and reasonable legal costs properly and reasonably incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council 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.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during

which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development 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.
- 6.9 Following performance and full satisfaction of all the terms of this Agreement or if this Agreement is determined pursuant to clause 6.8 the Council shall on the written request of the Freehold Owner and the Lessee cancel all entries made in the local land charges register in respect of this Agreement.
- 6.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission other than the Planning Permission or modification, variation or amendment thereof granted after the date of the Planning Permission.

7. JOINT AND SEVERAL LIABILITY

- 7.1 All covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

8. RIGHTS OF THIRD PARTIES

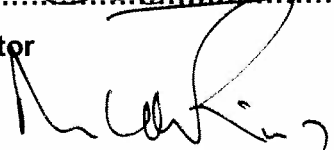
- 8.1 Other than in respect of this Owner's successors in title and assigns and any occupational tenants or other occupiers having any interest in any part of the Property the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

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

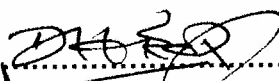
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Director


..... 

Director/Secretary

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

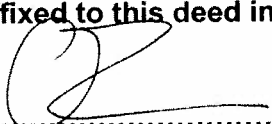
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Director


..... 

Director/Secretary

THE COMMON SEAL of THREADNEEDLE)
PROPERTY INVESTMENTS LIMITED as)
attorney for THREADNEEDLE PENSIONS)
LIMITED pursuant to a power of attorney)
dated or with effect from 01 January 2005))
was affixed to this deed in the presence)
of:)

..... 

Authorised Signatory

..... 

Authorised Signatory



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

.....
Authorised Signatory



THE 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)

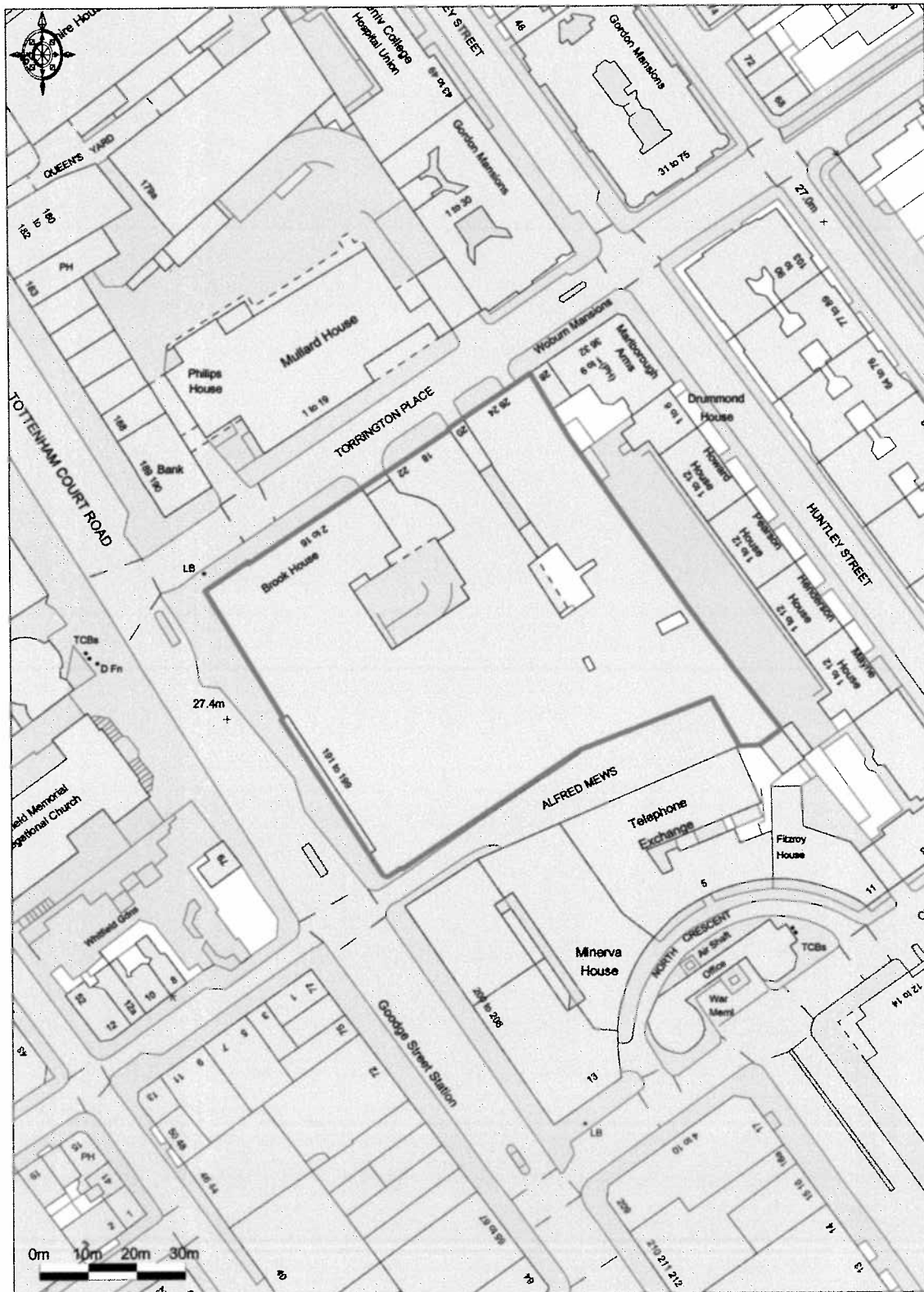
- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements 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) Any other relevant information with regard to traffic and transport.

- v) 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



Site Plan :
Heals/Habitat Building,
Tottenham Court Road,
London W1



**MONTAGU
EVANS**

CHARTERED SURVEYORS

Clarges House,
6-12 Clarges Street, London W1J 8DH
Tel : 020-7493 4002 Fax : 020-7312 7548
www.montagu-evans.co.uk

Date : December 2011

Scale 1:1250

North

Montague Evans
6-12 Clarges Street
London
W1J 8HB

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

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

Application Ref: **2012/0059/P**

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

The Heals Building
191-199 Tottenham Court Road & 22-24 Torrington Place
London W1

Proposal:

DECISION
Erection of infill extension with internal stairs, lift shaft and bridge links, erection of glass and metal canopy over entrance to entrance off Torrington Place including installation of canopy, erection of new plant enclosures at roof level, installation of green roofs and other sustainability measures.

Drawing Nos: Site location plan; [1262-G200-] XP-B1-200, XD-07-50, XD-00-50, XP-00-200 rev. 01, XD-00-51, XD-01-50, XD-01-51, XD-02-51, XD-02-50, XD-03-51, XD-03-50, XD-04-50, XD-04-51, XD-05-50, XD-05-51, XD-06-50, XD-06-51, XE-01-050, XE-02-050, XE-03-050, XE-04-050, XE-05-51, XE-06-051, XE-07-051, XE-08-051, XS-AA-BB-200 rev. 01. [1262]G240-XP-RF-050, G240-XP-RF-051.[1262-]JC20-P-B1-200 rev. 01, P-00-200 rev. 01, P-01-200 rev. 01, P-02-200 rev. 01, P-03-200 rev. 01, P-04-200 rev. 01, P-05-200 rev. 01, P-06-200 rev. 01, P-RF-200 rev. 01, E-NS-200, E-W-200 rev. 01, S-AA-BB-200, S-CC-DD-200, S-EE-FF-200, S-GG-HH-200, S-II-JJ-KK-LL-200. [1262-G200-]P-B1-200 rev. 03, D-07-051 rev. 01, P-00-200 rev. 03, D-00-051 rev. 02, P-01-200 rev. 02, D-01-051 rev. 02, P-02-200 rev. 02, P-03-200 rev. 02, D-03-051 rev. 02, P-04-200 rev. 02, D-04-051 rev. 02, P-05-200 rev. 02, D-05-051 rev. 01, P-06-200 rev. 02, P-RF-200 rev. 02, E-W-020 rev. 01, E-NS-200 rev. 01, E-01-050 rev. 02, E-02-050 rev. 01, E-03-050 rev. 01, E-04-050 rev. 01, E-05-051 rev. 02, E-06-051 rev. 01, E-07-051 rev. 01, E-08-051 rev. 01, S-AA-BB-200 rev. 02, S-CC-DD-200, S-EE-FF-200 rev. 01, S-GG-HH-200 rev. 01, S-II-JJ-KK-LL-200 rev. 01. Acoustic report, ref: 11155 - 004a, dated January 2011, prepared by Philip Acoustics Ltd.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of 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.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan; [1262-G200-] XP-B1-200, XD-07-50, XD-00-50, XP-00-200 rev. 01, XD-00-51, XD-01-50, XD-01-51, XD-02-51, XD-02-50, XD-03-51, XD-03-50, XD-04-50, XD-04-51, XD-05-50, XD-05-51, XD-06-50, XD-06-51, XE-01-050, XE-02-050, XE-03-050, XE-04-050, XE-05-51, XE-06-051, XE-07-051, XE-08-051, XS-AA-BB-200 rev. 01, [1262]G240-XP-RF-050, G240-XP-RF-051, [1262-]JC20-P-B1-200 rev. 01, P-00-200 rev. 01, P-01-200 rev. 01, P-02-200 rev. 01, P-03-200 rev. 01, P-04-200 rev. 01, P-05-200 rev. 01, P-06-200 rev. 01, P-RF-200 rev. 01, E-NS-200, E-W-200 rev. 01, S-AA-BB-200, S-CC-DD-200, S-EE-FF-200, S-GG-HH-200, S-II-JJ-KK-LL-200, [1262-G200-]P-B1-200 rev. 03, D-07-051 rev. 01, P-00-200 rev. 03, D-00-051 rev. 02, P-01-200 rev. 02, D-01-051 rev. 02, P-02-200 rev. 02, P-03-200 rev. 02, D-03-051 rev. 02, P-04-200 rev. 02, D-04-051 rev. 02, P-05-200 rev. 02, D-05-051 rev. 01, P-06-200 rev. 02, P-RF-200 rev. 02, E-W-020 rev. 01, E-NS-200 rev. 01, E-01-050 rev. 02, E-02-050 rev. 01, E-03-050 rev. 01, E-04-050 rev. 01, E-05-051 rev. 02, E-06-051 rev. 01, E-07-051 rev. 01, E-08-051 rev. 01, S-AA-BB-200 rev. 02, S-CC-DD-200, S-EE-FF-200 rev. 01, S-GG-HH-200 rev. 01, S-II-JJ-KK-LL-200 rev. 01. Acoustic report, ref: 11155 - 004a, dated January 2011, prepared by Philip Acoustics Ltd.

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

- 4 Full details in respect of the green roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

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 DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive facade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements 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.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, 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 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.

3 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 (Managing the impact of growth and development), CS11 (Promoting Sustainable and efficient travel) and

CS14 (Promoting high Quality Places and Conserving Our Heritage) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP1 (Mixed Use Development)

DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and the availability of parking), DP19 (Managing the impact of parking), DP20 (Movement of Goods and Materials),

DP21 (Development of the built environment), DP24 (Securing High Quality Design), DP25 (Conserving Our Heritage), DP26 (Managing the impact of development on the environment), DP28 (Noise and Vibration),

DP29 (Improving access to the City Centre and Camden's Clear Zone). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 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 development will be subject to CIL except affordable housing, education, health, and development for 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 demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 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 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of

Terms of the legal agreement should be marked for the attention of the Planning
Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION