

DATED

13<sup>th</sup> December

2012

(1) CENTRAL LONDON COMMERCIAL ESTATES LIMITED

and

(2) WEST LONDON & SUBURBAN PROPERTY INVESTMENTS 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

73-75 Charlotte Street, 34-38 Tottenham Street and 4 Tottenham Mews, London W1T

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 (2012/2045/P)  
CLS/COM/LMM/1685.1517

V4

THIS AGREEMENT is made the 13<sup>th</sup> day of December 2012

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

i. **CENTRAL LONDON COMMERCIAL ESTATES LIMITED** (Co. Regn. No. 00656914) whose registered office is at 25 Savile Row, London W1S 2ER (hereinafter called "the First Owner") of the first part

ii. **WEST LONDON & SUBURBAN PROPERTY INVESTMENTS LIMITED** (Co. Regn. No. 00538148) whose registered office is at 25 Savile Row, London W1S 2ER (hereinafter called "the Second Owner") of the second part

(the First Owner and the Second Owner 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 First Owner is registered at the Land Registry as the freehold proprietor with Title absolute of those parts of the Property registered under Title Numbers 42014 (73-75 Charlotte Street) and 228516 (34, 36 and 38 Tottenham Street).

1.2 The Second Owner is registered at the Land Registry as the freehold proprietor with Title absolute of that part of the Property registered under Title Number 100028 (4 Tottenham Mews).

1.3 The Owner is the freehold Owner of and is 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 April 2012 and the Council resolved to grant permission

conditionally under reference number 2012/2045/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 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. **DEFINITIONS**

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

- |     |                            |  |
|-----|----------------------------|--|
| 2.1 | "the Act"                  | the Town and Country Planning Act 1990 (as amended)  |
| 2.2 | "Affordable Housing"       | low cost subsidised social housing provided by a Registered Provider or the Council available for people who cannot afford to occupy homes available in the open market being either Social Rented Housing or Intermediate Housing |
| 2.3 | "Affordable Housing Units" | means<br><br>(a) the two Intermediate Housing Units within the Development with total a net internal   |

area of 173 m2 as identified as units A1 and A2 on Plan 205\_P20.11 annexed; and

(b) the Off-Site Affordable Housing

in each case to be constructed fitted out and Occupied exclusively as Affordable Housing

2.4 "the Agreement"

this Planning Obligation made pursuant to Section 106 of the Act

2.5 "the Commercial Element"

that part of the Development to be used as offices (Use Class B1) as shown and labelled "B1 Commercial Unit" on Plans 205\_P20.10 and 205\_P20.11 annexed

2.6 "Community Facilities Contribution" means the sum of £20,580 (twenty thousand five hundred and eighty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards community centres in the vicinity of the Development

2.7 "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 First Schedule annexed hereto
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iv) 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 requested by the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.8 "the Construction Phase"

the whole period between

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

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 Decentralised Energy Network Contribution"

the sum of £30,800 (thirty thousand eight hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the Decentralised Energy Network as defined in the Council's April 2011 adopted planning guidance on sustainability

2.11 "the Demolition Date"

the date of commencement of the demolition of the structure of any part of the Existing Buildings on the Property and references to "Demolish" and "Demolition" shall be construed accordingly

2.12 "the Development"

erection of a part 3/4/5 & 6 storey building plus basement level for a mixed use development comprising of 11 residential units (Class C3) and 253sqm of office (Class B1) floorspace at part basement and ground floor level, following demolition of existing buildings at 73-75 Charlotte Street, 34-38 Tottenham Street and 4 Tottenham Mews as shown on Plan 205\_P10.01 annexed and the drawings that formed part of the Planning Application being drawings (Prefix P10.) 10, 11 - 17, 20, 21, 22, 30; (Prefix P20.) 00,10,11-17; (Prefix P30.) 01, 02, 03, 04; (Prefix P40.) 01, 02; (Prefix P50.) 01, 02, 03, 04, 05, 06

2.13 "the Education

Contribution"

the sum of £32,244 (thirty two thousand two hundred and forty four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards education needs arising in the London Borough of Camden

2.14 "Existing Buildings"

the buildings existing on the Property as at the date of this Agreement

2.15 "Existing Margaret Pyke Centre"

the Margaret Pyke Centre located at 73-75 Charlotte Street and 34-38 Tottenham Street

2.16 "the Highways

Contribution"

the sum of £12,240 (twelve thousand two hundred and forty 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 adjacent to the Property (as identified hatched red on Plan 1 and the estimated bill of quantities annexed) such works to include:

- (i) repaving around the Property along Charlotte Street and Tottenham Street; and
- (ii) any other works the Council acting reasonably requires as a direct result of the Development

("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

## 2.17 "the Implementation

Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly but for the avoidance of doubt shall exclude any works of Demolition or any works of site clearance

## 2.18 "Intermediate Housing"

Affordable Housing at prices and rents (including any service charges and/or management charges) which are above target rents but are below open market levels and are affordable to



people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.61 of the London Plan 2011 (subject to annual reviews) to include Shared Ownership and other sub-market rent as agreed in writing by the Council

2.19 "Intermediate Housing Scheme" the scheme setting out provision of Intermediate Housing within the Development submitted by the Owner and to be approved by the Council in writing ensuring the Intermediate Housing Units are Occupied on the following basis:-

- (a) Shared Ownership with an initial equity share offer of at least 25 percent and a rent level of 0.5 percent (per annum) on the retained equity (unless otherwise agreed in writing by the Council) such levels to be retained in perpetuity subject to (i) incremental increases linked to the Retail Price Index in accordance with Homes and Communities Agency guidance, and (ii) the provisions in clause 4.1.5 and 4.1.10 of this Agreement
- (b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council in consultation and in consideration of its own policies and those contained in the London Plan 2011 with particular reference to paragraph 3.6.1 (or its successor policies)

2.20 "Intermediate Housing Units" the units of Intermediate Housing forming part of the Development being the 2 x 2-bed units the

- same as are identified as units A1 and A2 on Plan 205\_P20.11 annexed or such other equivalent unit within the Development as may be approved by the Council in writing
- 2.21 "King's Cross Construction" the Council's flagship skills construction training centre providing advice and information on finding work in the constructions industry
- 2.22 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.23 "Local Procurement Code" the code annexed in the Third Schedule hereto
- 2.24 "Margaret Pyke Centre Services" the services and facilities (or reasonably similar) provided at the Existing Margaret Pyke Centre at the date of this Agreement excluding the mental health resource but otherwise including UCLH's Services
- 2.25 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.26 "Off-Site Affordable Housing" the two units of Social Rented Housing to be provided within Suffolk House being units A1 (2-bedroom) and A5 (1-bedroom) as identified in green and labelled on Plans P155\_2\_03 (revision C), P155\_2\_04 (revision C) and P155\_2\_05 (revision C), and not measuring less than 257 m2 gross external area in total

2.27 "the Parties"

mean the Council the First Owner and the Second Owner

2.28 "the Parks and Open Space  
Contribution"

the sum of £17,383 (seventeen thousand three hundred and eighty three pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the 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

2.29 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 17 April 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/2045/P subject to conclusion of this Agreement

2.30 "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

- 2.31 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.32 "the Property" the land known as 73-75 Charlotte Street, 34-38 Tottenham Street and 4 Tottenham Mews, London W1T the same as shown outlined red on Plan 205\_P10.01 annexed
- 2.33 "Public Realm Contribution" the sum of £15,000 (fifteen thousand pounds) to be paid by the Owners to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the provision of pedestrian, environmental and public realm improvements in the vicinity of the Development
- 2.34 "Reasonable Endeavours" where there is a reasonable endeavours obligation in this Agreement the Owner or the Council (as appropriate) shall be bound to attempt to fulfil the relevant obligations by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable and where the Owner or the Council (as appropriate) cannot fulfil the objective of the obligation in full or in part then on the other Party's request the Owner or the Council (as appropriate) shall provide an explanation of the steps it has undertaken in carrying out its reasonable endeavours obligations

- 2.35 "Registered Provider "
- a registered provider of Affordable Housing registered as such by the Regulator
- 2.36 "Regulator"
- means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation
- 2.37 "Residential Element"
- that part of the Development used as residential flats (Use Class C3)
- 2.38 "the Residential Element 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 Residential Element with a view to reducing carbon energy emissions through (but not be limited to) the following:-
- (a) the incorporation of the measures set out in the submission document produced by GDM entitled "Environmental Performance Statement" and dated April 2012;
  - (b) details of how the Owner will reduce the Residential Element's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use Reasonable Endeavours to target a reduction of at least 20% in carbon emissions in relation to the Residential Element using a combination of complementary low and zero carbon technologies;

- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Residential Element's heating cooling and the hours of use of plant;
- (e) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Residential Element certifying that the measures incorporated in the Residential Element Energy Efficiency and Renewable Energy Plan are achievable in the Residential Element and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (f) measures to secure a post construction review (immediately on practical completion) of the Residential Element by an appropriately qualified and recognised independent verification body in respect of the Residential Element certifying that the measures incorporated in the Residential Element Energy Efficiency and Renewable Energy Plan have been achieved in the Residential Element and will be

maintainable in the Residential Element's future management and occupation; and

- (g) identifying means of ensuring the provision of information requested by the Council and provision of a mechanism for review and update as required from time to time;

and for the avoidance of doubt the body referred to in (e) and (f) above may be the same body if they are an appropriately qualified and recognised independent verification body

2.39 "the Residential Element  
Sustainability Plan"

a plan including a pre-assessment and post construction review securing the incorporation of sustainability measures in the carrying out of the Residential Element in its fabric:-

- (a) measures identified in the document entitled 'Environmental Performance Statement (April 2012)'; and
- (b) an assessment under the Code for Sustainable Homes achieving at least Level 3 and attaining at least 50% of the credits in each of the Energy Water and Materials categories in respect of the Residential Element;
- (c) include a pre-Implementation review by an appropriately qualified and recognised independent verification

body in respect of the Residential Element certifying that the measures incorporated in the Residential Element Sustainability Plan are achievable in the Residential Element and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

(d) measures to secure a post construction review (immediately on practical completion) of the Residential Element by an appropriately qualified and recognised independent verification body in respect of the Residential Element certifying that the measures incorporated in the Residential Element Sustainability Plan have been achieved in the Residential Element and will be maintainable in the Residential Element's future management and occupation;

and for the avoidance of doubt the body referred to in (c) and (d) above may be the same body if they are an appropriately qualified and recognised independent verification body

#### 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 "Shared Ownership" a low-cost home ownership programme managed in accordance with the Department of Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered Provider develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale.
- 2.43 "Social Rented Housing" Affordable Housing available for rent and to be managed by a Registered Provider who has entered into a nominations agreement with the Council in respect of such units governing the occupation of all such units
- 2.44 "Suffolk House" the building known as Suffolk House at 1-8 Whitfield Place and 114-116 Whitfield Street London W1T 5EF as shown edged with a broken black line on annexed Plans P155\_2\_03 (revision C), P155\_2\_04 (revision C) and P155\_2\_05 (revision C)
- 2.45 "Trust" Camden Primary Care Trust of St Pancras Hospital, 4 St Pancras Way, London NW1 0PE (or such other body who has the responsibility of providing the Margaret Pyke Centre Services)

2.46 "UCLH Services"

the UCLH research function in association with the Institute for Women's Health provided at the Existing Margaret Pyke Centre at the date of this Agreement

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 Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, and 7 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 4.2 for all relevant purposes

3.9 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the party in default of such breach and allowing a reasonable period of time for the defaulting party to either remedy the breach or invoke the dispute provisions in clause 3.12.

3.10 The Parties agree that in the event of any inconsistency between the body of this Agreement and any of its Schedules the former shall prevail

### 3.11 **REMEDIES**

3.11.1 For the purposes of this clause, the definition "the Owner" shall include the owner and/or occupier of an individual unit but only to the extent that the owner and/or occupier is in breach of obligations falling directly to it and which are the subject of the notice referred to in this clause.

3.11.2 Where the Council becomes aware of a breach or non-compliance with a provision of this Agreement the Council shall be entitled to serve notice of such breach ("the Breach Notice") upon the Owner and the Breach Notice shall state the nature of the breach, the steps required to remedy the breach and a reasonable timescale for remedying the breach. Those steps shall include a proactive approach by the Owner to liaise with all relevant parties that need to address the breach, reminding all relevant parties of the obligations and making suggestions of reasonable remedies to address the Council's concerns.

3.11.3 The Owner shall within ten (10) working days of receiving the Breach Notice give written notification to the Council of its response to the notice including any claim that it will remedy the breach within the stated timescale, that the timescale is too short or that it rejects the notice for the reason that no breach has occurred.

3.11.4 The Council and the owner shall hold discussions about the Breach Notice where either party so requests.

3.11.5 In the event of a dispute arising regarding the Breach Notice the matter shall be determined under clause 3.12.

3.11.6 Save in circumstances where the Breach Notice is either still the subject of discussions between the parties or is the subject of dispute determination under clause 3.12, if the Owner has not complied with the Breach Notice the Council shall be entitled to pursue legal remedies.

### **3.12 RESOLUTION OF DISPUTES**

3.12.1 Any party may serve written notice of any dispute arising out of or in connection with this Agreement on all other parties with an interest in the outcome of the dispute ("the Notice of Dispute"). The Notice of Dispute must specify the nature, basis and brief description of the dispute and the clause or paragraph of this Agreement pursuant to which the dispute has arisen.

3.12.2 The parties agree that, following service of a Notice of Dispute, the parties will first attempt to resolve the dispute by negotiations which shall be conducted in good faith. Those negotiations shall include at least one meeting between representatives of the parties ("the Settlement Meeting"). The Settlement Meeting shall take place within ten (10) working days of the Notice of Dispute being served or as soon as reasonably practicable afterwards. The representatives who attend the Settlement Meeting on behalf of each party shall include at least one representative who is vested with authority to settle the dispute on behalf of the party that he or she represents.

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

The Owner hereby covenants with the Council as follows:-

### **4.1 AFFORDABLE HOUSING**

4.1.1 On or prior to Implementation to submit to the Council for approval the Intermediate Housing Scheme.

- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Intermediate Housing Scheme as demonstrated by written notice to that effect
- 4.1.3 To commence all works of construction and fitting out necessary to make the 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 a Registered Provider
- 4.1.4 On or prior to the Occupation Date the Owner shall negotiate with one or more Registered Provider(s) to seek a tender or other offer to acquire the Social Rented Housing Units as Social Rented Housing
- 4.1.5 To ensure that the Affordable Housing Units shall not be otherwise used or Occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for Occupation by tenants at rental levels being in accordance with the targets set by the Regulator and (ii) for the provision of Intermediate Housing for Occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.1.6 Not to Occupy or allow Occupation until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
  - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.
- 4.1.7 To ensure that the 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.

- 4.1.8 Neither the Registered Provider nor the Owner shall dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage or under a compulsory purchase order) 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.
- 4.1.9 Subject to the provisions of sub-paragraphs (i) – (iii) below the restrictions contained in this Clause 4 shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units (“the Registered Proprietor”) (ALWAYS PROVIDED that the Registered Proprietor is a Registered Provider) nor any receiver appointed by such mortgagee or chargee nor on any person deriving title from such mortgagee or chargee in possession or any receiver PROVIDED that the following conditions have been satisfied:
- i) In the event of the Registered Proprietor 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 mortgagee or charge so that the mortgagee or chargee or any receiver exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units (whether solely or together with other property) then any mortgagee or chargee of the Affordable Housing Units or any such receiver or administrative receiver shall serve written notice (“the Default Notice”) upon the Council.
  - ii) In the event of service of a Default Notice the Council shall be at liberty for a period of three (3) calendar months thereafter to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units as the case may be
  - iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Provider ready able and willing to take a

transfer of the Affordable Housing Units within the four (4) calendar month period specified above ("the Specified Period") on the terms specified above then should the mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate or otherwise enforce its security in relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the provisions of this Clause 4.1 shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in this Clause 4.1 as will any person deriving title therefrom.

4.1.10 Any person (or person claiming title from such person) to whom an Registered Provider grants a shared ownership lease (where the equity share is subsequently staircased to 100%), or any tenant (or person claiming title from such tenant) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy pursuant to the Housing Act 1985 (or any statutory successor) shall be released from the obligations of Clause 4.1.

4.1.11 The relevant Registered Provider shall use Reasonable Endeavours to apply all net monies received by the relevant Registered Provider in respect of the sale of such Affordable Housing Unit and shall be applied for the provision of Affordable Housing within the London Borough of Camden in the first instance or, with the Council's approval (acting reasonably) within the London region.

## **4.2 CAR FREE DEVELOPMENT**

4.2.1 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.

4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above shall bind the Property permanently.

4.2.3 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 4.2.1 of this Agreement.

#### 4.3 **HIGHWAY CONTRIBUTION**

4.3.1 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.

4.3.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.3.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the public highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.3.4 On completion of the Highway Works the Council will provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.3.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within twenty-eight (28) of the issuing of the said certificate pay to the Council the amount of the excess.



4.3.6 If the Certified Sum is less than the Highways Contribution then the Council shall within twenty-eight (28) days of the issuing of the said certificate pay to the Owner the amount of the difference.

4.3.7 In relation to the costs of the Highway Works the Council shall:

- (a) use Reasonable Endeavours to procure that the Highway Works are carried out in a financially economic way;
- (b) when reasonably requested by the Owner provide to the Owner a written breakdown of all past and proposed future expenditure from the Highway Contribution;
- (c) use Reasonable Endeavours to notify the Owner in writing when the Council becomes aware that the cost of the Highway Works will exceed the Highway Contribution and use Reasonable Endeavours to consult with the Owner with a view to minimising such excess;
- (d) notify the Owner in writing when the Council becomes aware that the cost of the Highway Works will exceed £12,240 (twelve thousand two hundred and forty pounds) and consult with the Owner (before incurring any costs in relation to such further excess) with a view to minimising such further excess and pay due regard to any representations made by the Owner in relation to the minimising of such further excess.

#### **4.4 PARKS AND OPEN SPACE CONTRIBUTION**

4.4.1 On or prior to the Implementation Date to pay to the Council the Parks and Open Space Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Parks and Open Space Contribution in full as demonstrated by written notice to that effect.

#### **4.5 PUBLIC REALM CONTRIBUTION**

- 4.5.1 On or prior to the Implementation Date to pay to the Council the Public Realm Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Public Realm Contribution in full as demonstrated by written notice to that effect.

#### **4.6 EDUCATION CONTRIBUTION**

- 4.6.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Education Contribution in full as demonstrated by written notice to that effect.

#### **4.7 COMMUNITY FACILITIES CONTRIBUTION**

- 4.7.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Community Facilities Contribution in full as demonstrated by written notice to that effect.

#### **4.8 CONSTRUCTION MANAGEMENT PLAN**

- 4.8.1 On or prior to the Demolition Date to provide the Council for approval a draft Construction Management Plan.
- 4.8.2 Not to allow Demolition until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.8.3 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.

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

4.8.5 Prior to Demolition the Owner shall submit to the Council a timetable for the Demolition and Construction Phase which will propose dates by which (i) the Owner will enter into a contract for carrying out the Construction Phase and (ii) the completion of the Development. The Owner shall not commence Demolition until the Council has approved the timetable by written notice to that effect.

#### **4.9 LOCAL PROCUREMENT**

4.9.1 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.

4.9.2 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.

4.9.3 To use Reasonable Endeavours 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.

#### **4.10 SUSTAINABILITY PLAN**

##### **Residential Element Sustainability Plan**

- 4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Residential Element Sustainability Plan.
- 4.10.2 Not to Implement nor permit Implementation until the Residential Element Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.10.3 Not to Occupy or permit Occupation of the Residential Element until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Residential Element Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.10.4 After the Occupation Date an individual residential unit forming part of the Residential Element shall not be Occupied or permitted to be Occupied at any time when the relevant part residential unit is not being managed in accordance with the Residential Element Sustainability Plan as approved by the Council from time to time as far as it relates to that individual residential unit and:-
- (i) in the event of non-compliance the Owner of the particular residential unit shall forthwith rectify any breach and/or
  - (ii) in the event the Council identifies any material non-compliance the Owner of that particular residential unit shall forthwith take any steps reasonably required by the Council to remedy any non-compliance it advises of in writing

#### **4.11 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

##### **Residential Element Energy Efficiency and Renewable Energy Plan**

- 4.11.1 On or prior to the Implementation Date to submit to the Council for approval the Residential Element Energy Efficiency and Renewable Energy Plan.

4.11.2 Not to Implement nor permit Implementation until such time as the Council has approved the Residential Element Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.11.3 Not to Occupy or permit the Occupation of the Residential Element until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Residential Element Renewable Energy and Energy Efficiency Plan as approved by the Council have been implemented in the construction of the Residential Element.

4.11.4 Following the Occupation Date an individual residential unit forming part of the Residential Element shall not be occupied or permitted to be Occupied at any time when the relevant residential unit is not being managed in accordance with the Residential Element Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time as far as it relates to that individual residential unit and:-

- (i) in the event of non-compliance the Owner of that particular residential unit shall forthwith rectify any breach; and/or
- (ii) in the event the Council identifies any material non-compliance the Owner of that particular unit shall forthwith take any steps reasonably required by the Council to remedy any non-compliance it advises of in writing

#### **4.12 OCCUPATION**

4.12.1 Not to Occupy or permit Occupation of any part of the Commercial Element until such time as the Residential Element and the Off-Site Affordable Housing have been fully implemented and completed and are available for Occupation.

#### **4.13 DECENTRALISED ENERGY NETWORK CONTRIBUTION**

4.13.1 On or prior to the Implementation Date to pay to the Council the Decentralisation Energy Network Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Decentralised Energy Network Contribution in full as demonstrated by written notice to that effect.

#### 4.14 MARGARET PYKE CENTRE

4.14.1 Not to Implement or permit Implementation until such time as the Owner has received written notice from the Council (such notice to make specific reference to this sub-clause of the Agreement) that in the reasonable opinion of the Council each and every one of the following steps at (a) to (e) have been carried out and completed:

- (a) the Owner has identified a site suitable for accommodating the Margaret Pyke Centre Services and has submitted full details of such site to the Council for approval these to include details of the following:-
  - the name and location (which shall be south of the Euston Road and within the London Borough of Camden) of the identified site
  - its planning status
  - ownership details of the identified site
  - the suitability of the site for accommodating the Margaret Pyke Centre
  - such further information as the Council may reasonably requireand the Council has approved such submitted details
- (b) the site that has been identified and approved pursuant to paragraph (a) has been secured and made available to accommodate the Margaret Pyke Centre Services and is a site, which in the reasonable opinion of the Council (having regard to its planning policies) is suitable for accommodating the Margaret Pyke Centre Services (and once the site has been approved, constructed and fitted out, such site shall be known as "the New Margaret Pyke Centre Site")
- (c) the Council is satisfied that all consents necessary for the construction fitting out and operation of the New Margaret Pyke Centre Site have been obtained
- (d) the Council is satisfied that all works of construction and fitting out in respect of the New Margaret Pyke Centre Site have been completed in a good and workmanlike manner and are satisfactory to the Trust

- (e) the Council is satisfied that a lease of the New Margaret Pyke Centre Site has been offered to the Trust and the Trust has agreed the terms of such lease and has entered into such lease freely and voluntarily
- (f) the Council is satisfied that the Margaret Pyke Centre Services have been satisfactorily relocated to the New Margaret Pyke Centre Site, are continuing to satisfactorily serve the needs of the patients of the Existing Margaret Pyke Centre (in particular those patients that live and work close to the Existing Margaret Pyke Centre) and are operating to the satisfaction of the Trust

4.14.2 The Council acknowledges:

- (a) that the Trust will make decisions on the relocation to a New Margaret Pyke Centre and the re-provision of the Margaret Pyke Centre Services based on considerations such as clinical need and the best interests of its patients, as well as obtaining financial approval.
- (b) that if the UCLH Services are not re-located to the New Margaret Pyke Centre despite the Owner using its reasonable endeavours then this is not an impediment to the Council issuing its confirmation pursuant to clause 4.14.1
- (c) that if the Trust applies for planning permission to relocate the Margaret Pyke Centre Services to a new facility and the Council approves that application then that facility is deemed acceptable for the purposes of the Owner's obligation in clause 14.1(a) only in so far as identifying a suitable location is concerned and for the avoidance of doubt the Owner's remaining obligations under clause 14.1 shall continue to apply and furthermore it is acknowledged that the Council's statutory obligations and discretions are not in any way fettered by this clause and further that nothing in this clause should be read in any way as predetermining the Council's consideration of any planning application the Trust may make

4.14.2 Between the date of this Agreement and the date of the Council's notice pursuant to clause 4.14.1 above the Owner shall:

- (a) liaise with the Trust in relation to the following matters:
  - (i) an identified site for the New Margaret Pyke Centre ("the New Margaret Pyke Centre Site");
  - (ii) the planning status of the New Margaret Pyke Centre Site;
  - (iii) the ownership details of the New Margaret Pyke Centre Site;
  - (iv) the suitability of the accommodation at the New Margaret Pyke Centre Site
  - (v) details relating to construction, fitting out, and necessary consents relating to the same for the New Margaret Pyke Centre
  - (vi) details relating to the land interest (if relevant) which the Trust will take in the New Margaret Pyke Centre Site
- (b) use Reasonable Endeavours to assist the Trust in obtaining planning permission (if required) for the New Margaret Pyke Centre to allow a D1 use occupation and operation
- (c) use Reasonable Endeavours to assist the Trust in relocating the UCLH Services into the New Margaret Pyke Centre where the Trust requires such re-location to occur

4.14.3 The Owner shall provide to the Council periodic updates relating to those matters referred to in clause 14.14.2 above but not less than once every quarter commencing on the first quarter day after the date of this Agreement

#### **4.15 KING'S CROSS CONSTRUCTION TRADE APPRENTICES**

4.15.1 The Owner shall use Reasonable Endeavours to ensure that at all times during the Construction Phase no less than two construction trade apprentices shall be employed at the Development ensuring that each apprentice shall be:-

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



always provided that the employment of any construction trade apprentice may be refused or terminated if the apprentice does not meet the reasonable standards required by the Owner's contractor.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within twenty-one 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 2012/2045/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner and the Council 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.
- 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 recompense the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its 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 or strategy 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 2012/2045/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4.4 to 4.8 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 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.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment

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

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

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

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:

- (a) 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 2012/2045/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; and
- (b) in the case of the Owner shall be sent either by post to 25 Savile Row, London W1S 2ER or else sent by email to legal@derwentlondon.com in each case marked "For the attention of the Company Secretary" and quoting the reference "73-75 Charlotte Street/34-38 Tottenham Street section 106 Agreement" (PROVIDED THAT any successor in title to the Owner shall be entitled to nominate in writing to the Council an alternative address and details after which they shall be treated as if they were the details for the purposes of this Clause 6.1(b))

- 6.2 This Agreement shall be registered as a Local Land Charge.

- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith 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 First Owner nor the Second 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 and the Council will effect cancellation of all entries made in the Register of Local Land Charges and will confirm the same in any application made by the Owner to the Land Registry to cancel any entries made in any of the Registers of Title for the Property in respect of this Agreement.


6.10 The Council agrees to acknowledge in writing safe receipt of any financial contribution received from the Owner and furthermore the Council will repay to the Owner any unexpended part of any financial contribution received if after five years of Occupation of the Development any part remains unspent.

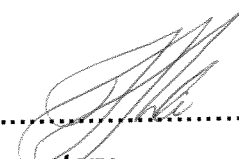
7. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY )  
CENTRAL LONDON COMMERCIAL )  
ESTATES LIMITED )  
acting by )  
)

x   
.....  
Director

x   
.....  
Director/Secretary

300

EXECUTED AS A DEED BY  
WEST LONDON & SUBURBAN  
PROPERTY INVESTMENTS LIMITED  
acting by

)  
)  
)  
)  
)

.....  
Director

.....  
Director/Secretary

541

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

)  
)  
)  
)

.....  
Authorised Signatory



**THE FIRST SCHEDULE**  
**Construction Management Plan**  
**Air Quality and Carbon Reduction**

Requirements to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> 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 PM<sub>10</sub> and NO<sub>x</sub> 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 as 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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)*

- i. A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- ii. Proposed start and end dates for each phase of construction.
- iii. The proposed working hours within which vehicles will arrive and depart.
- iv. The access arrangements for vehicles.
- v. 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 effects 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](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- vi. 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.
- vii. Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- viii. Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- ix. Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- x. Details of proposed parking bays suspensions and temporary traffic management orders.
- xi. Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- xii. Details of hoarding required or any other occupation of the public highway.
- xiii. Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- xiv. Details of how traffic associated with the Development will be managed in order to reduce congestion.
- xv. Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- xvi. Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- xvii. 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.
- xviii. 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.
- xix. 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"
- xx. 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.
- xxi. Any other relevant information with regard to traffic and transport.
- xxii. 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 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 Owner/Developer 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.

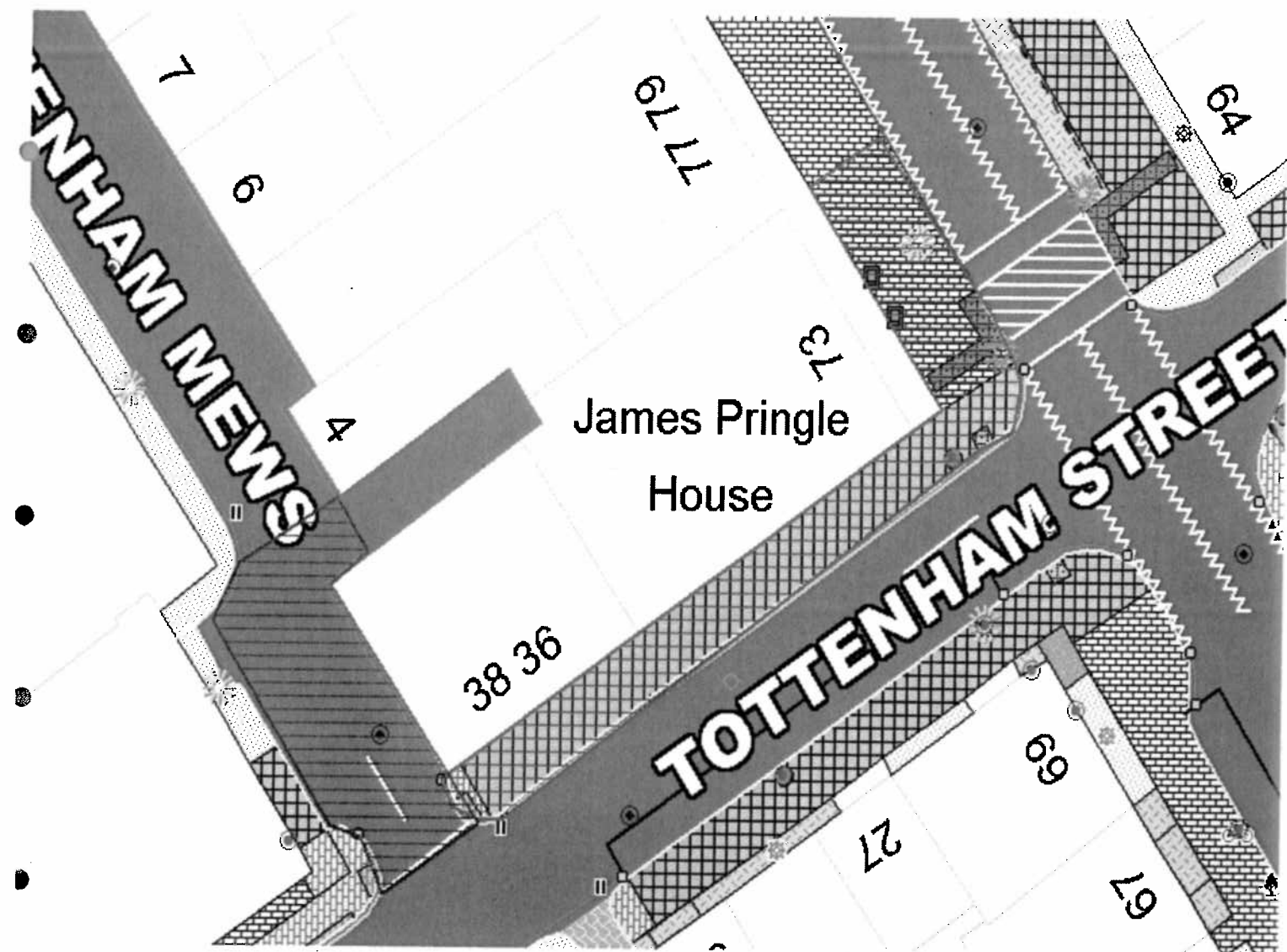
Project Title	73-75 Charlotte Street
Location:	
Client:	LBC - S106
Correspondence File:	

# ESTIMATED/MEASURED BILL OF QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNIT	SELECTED RATE	TOTAL
600.001	Excavation of any material in footways, verges and other pedestrian areas		m3		
600.007	Extra over excavation for excavation in hard material in footways, verges and other pedestrian areas		m3		
600.012	Disposal of any material.(except class U1B and U2 material)		m3		
200.003	Take up or down and remove to tip off site precast concrete or york stone paving slabs any size type including fiber reinforced up to 65mm thick		m2		
200.019	Take up or down and set aside for reuse granite flat, edge or standard profile bus boarder kerb		m		
500.081	Raising the level of any class of cover and frames in the footway, area of cover exceeding 0.1m2 but not exceeding 0.5m2, 50mm or less		nr		
200.082	Take up or down and set aside for reuse; standard traffic sign post any diameter		nr		
500.083	Raising the level of any class of cover and frames in the footway, area of covers exceeding 0.5m2 but not exceeding 1.0m2, 50mm or less		nr		
1100.031	Remove from set aside area and relay flat granite kerb, laid straight or curved exceeding 12 metres radius		m		
1100.052	65mm thick Artificial Stone Paving, any BS size A,B,C or D on existing base or base measured separately and sand bedding 30mm thick		m2		
1100.080	100mm ST1 concrete base in footways		m2		
1200.059	Continuous line in yellow thermoplastic screed with applied solid glass beads, 50mm wide		m		
1200.066	Continuous line in white thermoplastic screed with applied solid glass beads, 100mm wide		m		
1100.056	65mm thick Artificial Stone red, buff or grey Tactile Blister Paving, on existing base or base measured separately and sand bedding 30mm thick		m2		
1200.083	Arrow in white thermoplastic screed with applied solid glass beads, 4000mm long, turning to Diagram Numbers 1035, 1036.1, 1037.1 and 1038		nr		
600.002	Excavation of any material in carriageways		m3		
600.008	Extra over excavation for excavation in hard material in carriageways		m3		
600.012	Disposal of any material.(except class U1B and U2 material)		m3		
700.039	Tack coat (K1-40 Bitumen emulsion, rate of spread 0.4-0.6 l/m <sup>2</sup> )		m2		
700.029	Thin Surface course Systems (TSCS 14) 40mm thick in carriageway (Ref ST14)		m2		
Sub Total					
Contractor Adjustment		%			
Baxter Increase		%			
Contingencies		%			

**GRAND TOTAL    £12,236.43**

Produced By:	Peter Ashley	Date	27/06/2012
Checked by:	Simi Shah	Date	
Approved by:		Date	
Revision:		Date	



DP9  
100 Pall Mall  
LONDON  
SW1Y 5NQ

Application Ref: **2012/2052/C**  
Please ask for: **Conor McDonagh**  
Telephone: 020 7974 2566

Dear Sir/Madam

**DRAFT**  
**DECISION**

Planning (Listed Building and Conservation Areas) Act 1990  
Planning (Listed Buildings and Conservation Areas) Regulations 1990

### **Conservation Area Consent Granted**

Address:

**73 - 75 Charlotte Street  
34-38 Tottenham Street and 4 Tottenham Mews  
London  
W1T**

**DECISION**

Proposal:

Demolition of existing buildings at 73-75 Charlotte Street, 34-38 Tottenham Street and 4 Tottenham Mews in association with a new mixed use development.

Drawing Nos: Drawing Numbers: (Prefix P10.) 00, 01, 10 - 17, 20, 21, 22, 30; (Prefix P20.) 00, 10 -17; (Prefix P30.) 01, 02, 03, 04; (Prefix P40.) 01, 02; (Prefix P50.) 01, 02 rev A, 03, 04 rev B, 05, 06.

Documents: Design and Access Statement by DSHDA; Planning Statement and Appendices by DP9; Townscape, Visual Impact and Heritage Report by Peter Stewart Consultancy; Environmental Performance Statement by GDM; Air Quality Assessment by Arup; Code for Sustainable Homes pre-assessment by MLM; Daylight and Sunlight Report by gia; Internal Daylight and Sunlight Report by gia; Basement Impact Assessment by elliotwood; Transport Statement by Clewlow Consulting (all dated April 2012); Acoustic Report rev01 by Alan Saunders Assoc. and A Survey of the Use of Black or Dark Brick by DSDHA dated August 2012.

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 The demolition hereby permitted shall not be undertaken before the developer has entered into an agreement to ensure that demolition and construction are carried out without interruption and in a timely manner.

Reason: To protect the visual amenity of the area 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 Policies.

Informative(s):

- 1

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

Yours faithfully

**DECISION**

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

DP9  
100 Pall Mall  
LONDON  
SW1Y 5NQ

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

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

Application Ref: **2012/2045/P**

Dear Sir/Madam

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

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

Address:  
**73 - 75 Charlotte Street**  
**34-38 Tottenham Street and 4 Tottenham Mews**  
**London**  
**W1T**

**DECISION**  
Proposal:  
Erection of a part 3/4/5 & 6 storey building plus basement level for a mixed use development comprising of 11 residential units (Class C3) and 253sqm of office (Class B1) floorspace at part basement and ground floor level, following demolition of existing buildings at 73-75 Charlotte Street & 34-38 Tottenham Street and 4 Tottenham Mews.  
Drawing Nos: Drawing Numbers: (Prefix P10.) 00, 01, 10 - 17, 20, 21, 22, 30; (Prefix P20.) 00, 10 -17; (Prefix P30.) 01, 02, 03, 04; (Prefix P40.) 01, 02; (Prefix P50.) 01, 02 rev A, 03, 04 rev B, 05, 06.

Documents: Design and Access Statement by DSHDA; Planning Statement and Appendices by DP9; Townscape, Visual Impact and Heritage Report by Peter Stewart Consultancy; Environmental Performance Statement by GDM; Air Quality Assessment by Arup; Code for Sustainable Homes pre-assessment by MLM; Daylight and Sunlight Report by gia; Internal Daylight and Sunlight Report by gia; Basement Impact Assessment by elliotwood; Transport Statement by Clewlow Consulting (all dated April 2012); Acoustic Report rev01 by Alan Saunders Assoc. and A Survey of the Use of Black or Dark Brick by DSDHA dated August 2012.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: (Prefix P10.) 00, 01, 10 - 17, 20, 21, 22, 30; (Prefix P20.) 00, 10 -17; (Prefix P30.) 01, 02, 03, 04; (Prefix P40.) 01, 02; (Prefix P50.) 01, 02 rev A, 03, 04 rev B, 05, 06.

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

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

a) Plan, elevation and section drawings, including jambs, head and cill, of all new external window and door including shopfronts 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, Juliette balconies, balustrades, ventilation grilles, timber cladding, infill and spandrel panels and any other facing materials.

d) A sample panel of each of the 3 brickwork types, no less than 1m by 1m demonstrating the proposed colour, texture, face-bond, pointing, expansion joints and vertical and horizontal banding, shall be erected on site for inspection for the local planning authority and maintained for the duration of the works.

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 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.

- 4 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.

- 5 Before the relevant part of the development is first occupied, the proposed cycle storage areas hereby approved shall be provided and fitted out in their entirety and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 6 The lifetime homes features and facilities and all passenger lifts as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to first occupation of any of the new residential units and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Before the relevant part of the development is first occupied, the refuse and recycling storage facilities, as shown on the drawings hereby approved, shall be provided. All refuse and recycling storage facilities shall be permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies CS5 and CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP12 of the London Borough of Camden Local Development Framework Development Policies.



- 8 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 area 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.

- 9 Prior to commencement on the relevant part of the development hereby approved details of sound insulation and noise control measures shall be submitted to and approved in writing by the Local Planning Authority. The sound insulation and noise control measures shall achieve the following internal noise targets (in line with BS 8233:1999):

Bedrooms (23.00-07.00 hrs) 30 dB LAeq, and 45 dB Lmax (fast)  
Living Rooms (07.00-23.00 hrs) 30 dB LAeq,  
Kitchens, bathrooms, WC compartments and utility rooms  
(07.00 -23.00 hrs) 45 dB LAeq

The sound insulation and noise control measures shall be carried out strictly in accordance with the details so approved and implemented prior to the first occupation of the development and shall be maintained as such thereafter.

Reason: To safeguard the amenities of the proposed residential flats 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.

- 10 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.

Informative(s):

- 1 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 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](mailto:CIL@Camden.gov.uk)

- 2 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).
- 3 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.
- 4 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or

Environment Department (Street Naming & Numbering) Camden Town Hall,  
Argyle Street, WC1H 8EQ.

- 5 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.
- 6 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
- 7 Reasons for granting planning permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework policies with particular regard to CS1 - Distribution of growth, CS3 - Other highly accessible areas, CS5 - Managing the impact of growth and development, CS6 - Providing quality homes  
CS7 - Promoting Camden's centres and shops, CS8 - Promoting a successful and inclusive Camden economy, CS9 - Achieving a successful Central London, 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 and improving our parks and open spaces and encouraging biodiversity, CS16 - Improving Camden's health and well-being, CS17 - Making Camden a safer place, CS18 - Dealing with our waste and encouraging recycling, CS19 - Delivering and monitoring the Core Strategy, 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 homes, DP5 - Homes of different sizes, DP6 - Lifetime homes and wheelchair housing, DP12 - Supporting strong centres and managing the impact of food, drink, entertainment and other town centre uses, DP13 - Employment premises and sites, 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, DP20 - Movement of goods and materials, 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 occupiers and neighbours, DP27 - Ba

- 8 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.
- 9 You are advised that the brick samples required under condition 3 of this

permission will need to be reported to the members briefing panel prior to formal discharge of the condition.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**