

DATED

*11 October*

2012

**(1) CHARTERED INSTITUTION OF WATER & ENVIRONMENTAL MANAGEMENT**

and

**(2) BARCLAYS BANK PLC**

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  
Saffron House, 106-109 Saffron Hill, London EC1N 8QS  
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

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CLS/COM/WB/1685.

THIS AGREEMENT is made the *twelfth* day of *October* 2012

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

- i. **CHARTERED INSTITUTION OF WATER & ENVIRONMENTAL MANAGEMENT** (Co. Regn. No. RC000746) whose registered office is at 15 John Street, London WC1N 2EB (hereinafter called "the Owner") of the first part
  - ii. **BARCLAYS BANK PLC** (Co. Regn. No. 01026167) of PO Box 299 Birmingham B1 3PF (hereinafter called "the Mortgagee") of the second part
  - 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 Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL20862 subject to a charge to the Mortgagee.
  - 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
  - 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 3 November 2011 and the Council resolved to grant permission conditionally under reference number 2011/5323/P subject to conclusion of this legal Agreement.
  - 1.4 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.

- 1.5 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL20862 and dated 5 March 2010 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.
- 1.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause [4.1] for all relevant purposes

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "Business Parking Bay" means a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
- 2.4 "Business Parking Permit" means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay

2.8 "Construction Management Plan" a plan setting out the measures that the Owners will adopt in undertaking [the demolition of the Existing Buildings and] the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iv) proposals to ensure there are no adverse effects on the Conservation Area features
- (v) effects on the health and amenity of local residences site construction workers

local businesses and adjoining developments undergoing construction;

- (vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.9 "the Construction Phase"

the whole period between

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

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

2. "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

## 2.10 "the Development"

means the erection of third and fourth floors with associated external terraces at fourth floor level to create 4 (2x2-bed and 2x1-bed) residential units, remodelling of existing office (Class B1) space at basement to second floor level including rear extensions at basement, first and second floor level, and erection of plant enclosure at fifth floor level with 17 Photovoltaic Panels and brown/sedum roof, all following demolition of existing building barring retention of the Saffron Hill (east elevation) facade as shown on the Site Location Plan and drawing numbers 286-P-RJ11 Rev P2; 286-P-RJ12 Rev P2; 286-P-RJ13 Rev P1; 286-P-RJ14 Rev P1; 286-P-RJ15 Rev P1; 286-P-RJ16 Rev P1; 10100(L)100 Rev P5; 10100(L)101 Rev P5; 10100(L)102 Rev P6; 10100(L)104 Rev P8; 10100(L)105 Rev P5; 10100(L)106 Rev P3; 10100(L)107 Rev P5; 10100(L)108 Rev P4; 10100(L)109 Rev P2; Design and Access Statement by Nash Partnership dated 21/10/2011; Environmental Noise Survey Report by Noico Limited dated 04/01/2011 Ref 200950/1; Basement Impact Assessment By RSK dated October 2011 Ref 25143-01 (01); Planning and PPS5 Statement by Rolfe Judd Planning; Lifetime Homes Assessment by Nash Partnership Ref 10100 (T05) 005 - Revision A; Supporting Design Statement for Proposed Roof Top Plant Enclosure by Nash Partnership dated 15/12/2011; Sustainability Statement by XCO2 energy dated 19/12/2011 Ref 8141 Issue 1; Energy Statement by XCO2 energy dated 19/12/2011 Ref 8141 Issue 1

2.11 “the Energy Efficiency and Renewable Energy Plan”

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (a) the incorporation of the measures set out in the Energy Strategy Report dated 18 March 2011;
- (b) details of how the Owner will further reduce the Development’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 Property 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 Development’s heating cooling and the hours of use of plant;
- (e) measures to enable future connection to a local energy network at the boundary of the Property;
- (f) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and

Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;

- (g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

## 2.12 "the Highways Contribution"

the sum of £5,450 (five thousand four hundred and fifty 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 in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include repaving the footway adjacent to the Property and the vehicle crossover ("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

2.13 "the Implementation Date"

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

2.14 "the Jewellery Worksop Contribution"

the sum of £59,568 (fifty nine thousand five hundred and sixty eight 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, working in partnership with jewellery sector manufacturers in Hatton Garden to support initiatives to improve businesses and competitiveness within the Hatton Garden jewellery industry and associated industries (including training and apprenticeship schemes for new recruits to the sector and measures to promote Hatton Garden as a jewellery hub and visitor destination)

2.15 "Occupation Date"

the first date when any part of the Development is occupied but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, security, marketing or display and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.16 "the Parties" mean the Council the Owner and the Mortgagee
- 2.17 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 3 November 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/5323/P subject to conclusion of this Agreement
- 2.18 "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
- 2.19 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.20 "Prior Agreement" an agreement dated 8 August 2011 and made between the Council (1) and the Owner (2) pursuant to Section 106 of the Act and all other powers enabling in respect of Planning Permission 2010/4669/P on the Property
- 2.21 "the Property" the land known as Saffron House, 106-109 Saffron Hill, London EC1N 8QS the same as shown edged red on the plan annexed hereto
- 2.22 "Residents Parking Bay" means 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

2.23 "Residents Parking Permit"

means 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

2.24 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (b) achieve at least Level 3 of the Code for Sustainable Homes attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property;
- (c) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in

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

- (d) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

**Car Free**

- 4.1 The Owner shall ensure that each new occupier of the Development is informed prior to their occupation 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 or a Business Parking Permit to park a vehicle in a Business 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 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will bind the Property permanently.

4.3 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 and the commercial units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units and commercial units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement

#### **Highways Contribution**

4.4 On or prior to the Implementation Date the Owner shall pay to the Council the Highways Contribution in full and shall not Implement or permit Implementation until such time as the Council has received the Highways Contribution in full. as demonstrated by written notice to that effect.

#### **Jewellery Workshop Contribution**

4.5 On or prior to the Implementation Date the Owner shall pay to the Council the Highways Contribution in full and shall not Implement or permit Implementation until such time as the Council has received the Jewellery Workshop Contribution in full. as demonstrated by written notice to that effect.

#### **Construction Management Plan**

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

4.7 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect, such approval not be unreasonably withheld or delayed.

4.8 The Owners acknowledge and agree that the Council will not approve the Construction Management Plan unless they demonstrate 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.

4.9 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 Owners shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

### **Energy Efficiency and Renewable Energy Plan**

- 4.10 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.11 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect, such approval not be unreasonably withheld or delayed.
- 4.12 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property such approval not to be unreasonably delayed or withheld.
- 4.13 Following the Occupation Date the Owner shall ensure that at all times whilst the Property is occupied it is managed in accordance with the Energy Efficiency and Renewable Energy Plan
- 4.14 If at any time following the Occupation Date the Council considers that the Property is not being managed in accordance with the Energy Efficiency and Renewable Energy Plan it may serve written notice upon the Owner to that effect within a period of 14 days from inspecting the Property which notice shall specify the measures that the Council requires to be undertaken in order to comply with the Energy Efficiency and Renewable Energy Plan
- 4.15 The Owner shall carry out the measures required by a notice served under clause 4.14 within 8 weeks of the date of such notice

- 4.16 If the Owner fails to undertake the measures required under clause 4.14 within the period set out in that clause following the expiry of that period it shall not occupy or permit occupation of the Property until such measures have been carried out

### **Sustainability Plan**

- 4.17 Prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.18 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect, such approval not be unreasonably withheld or delayed.
- 4.19 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing (such confirmation not to be unreasonably delayed or withheld) that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.20 Following the Occupation Date the Owner shall ensure that at all times whilst the Property is occupied it is managed in accordance with the Sustainability Plan
- 4.21 If at any time following the Occupation Date the Council considers that the Property is not being managed in accordance with the Sustainability Plan it may serve written notice upon the Owner to that effect within a period of 14 days from inspecting the Property which notice shall specify the measures that the Council requires to be undertaken in order to comply with the Sustainability Plan
- 4.22 The Owner shall carry out the measures required by a notice served under clause 4.21 within 8 weeks of the date of such notice
- 4.23 If the Owner fails to undertake the measures required under clause 4.21 within the period set out in that clause following the expiry of that period it shall not occupy or permit occupation of the Property until such measures have been carried out

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



- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2011/5323/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any (reasonable and proper) expenses or liability properly 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 and subject to the Council notifying the Owner as soon as practicable upon becoming aware of a potential claim under this indemnity and providing the Owner with a reasonable opportunity to address any such claims.
- 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 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 2011/5323/P.

- 5.7 Payment of the financial contributions pursuant to Clause 4.4 and 4.5 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 2011/2353/P 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.
- 5.7 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.
- 5.8 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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, 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 2011/5323/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge by the Council.

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.

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner nor the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without

prejudice to liability for any breach committed prior to the time it disposed of its interest.

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 in respect of this Agreement.

## **7. DECLARATION AS TO DUPLICATION BETWEEN THE PRIOR AGREEMENT AND THIS AGREEMENT**

7.1 The Council and the Owner hereby agree and declare that any action or step taken by the Owner, or obligation discharged (or partially discharged) by the Owner under the provisions of the Prior Agreement shall also (to the extent that they are actions steps or obligations which are required to be taken or discharged under this Agreement) be deemed to be actions steps or obligations taken or discharged by the Owner for the purposes of this Agreement.

7.2 The Council and the Owner hereby further agree and declare that any action or step taken by the Owner, or obligation discharged (or partially discharged) by the Owner under the provisions of this Agreement shall also (to the extent that they are actions steps or obligations which are required to be taken or discharged under the Prior Agreement) be deemed to be actions steps or obligations taken or discharged by the Owner for the purposes of the Prior Agreement.

## **8. MORTGAGEE EXEMPTION**

8.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

By this POWER OF ATTORNEY made by deed on 14<sup>th</sup> March 2012, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London E14 5HP (the "Company") APPOINT[S]:

PETER WADE  
MANAGER  
SPECIALIST SUPPORT TEAM  
Lending Operations  
One Snowhill  
Queensway  
Birmingham  
B4 6GB

certify that this is a true  
and complete copy of the  
original *Alvry*  
FOR BARCLAYS BANK PLC  
Name JULIA PERRY  
Job Title BANK OFFICIAL  
Date 07<sup>th</sup> MAY 2012

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or
2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or
3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney shall remain in force for twelve consecutive calendar months from the date of this Deed.

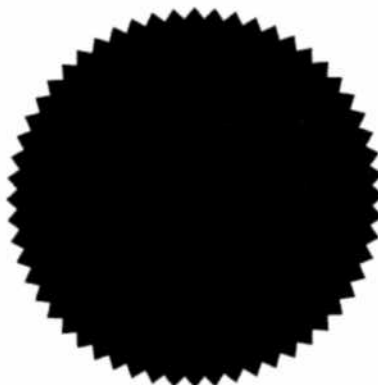
This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of  
Barclays Bank PLC  
was affixed in the Execution of this Deed  
in the presence of:



.....  
Assistant Secretary  
Authorised Sealing Officer



9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY )  
CHARTERED INSTITUTION OF WATER )  
& ENVIRONMENTAL MANAGEMENT )  
acting by a Trustee and its Executive )  
Director and its Secretary, )  
or by two Trustees )

.....  
Trustee/Executive Director

.....  
Trustee/Secretary

EXECUTED as a Deed  
By BARCLAYS BANK PLC  
by  
in the presence of:-

Signed as a deed  
By Peter Wade  
as Attorney for and  
on behalf of  
Barclays Bank PLC  
in the presence of  
D. COATES  
Name

.....  
Signature

.....  
.....  
.....  
.....

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

The following items shall be included in the method statement:

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

#### D - Techniques to reduce 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)*

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

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

- v) The Construction Management Plan should also include the following statement:

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

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

# H. M. LAND-REGISTRY GENERAL MAP

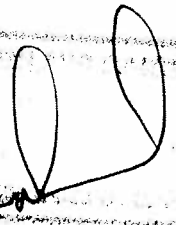
LONDON SHEET VII 54  
FOR LONDON

SECTION K

Scale 1/1056



*Handwritten initials 'MR' with a flourish.*



BOROUGH OF CAMDEN

CLERKENWELL ROAD

BOROUGH OF ISLINGTON  
RAILWAY

HATTON WALL

ONSLOW STREET

SAPFRON STREET

HATTON YARD

SAPFRON

ST CROSS STREET

LILY PLACE

KIRBY STREET

GREVILLE STREET

LEATHER LANE

HATTON GARDEN

Made and printed by the Director  
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Christchurch, Surrey, 1966 for H.M.L.R.  
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Filed Plan of Title No. **NGL 20862**

Rolf Judd Planning  
Old Church Court  
Claylands Road  
The Oval  
London  
SW8 1NZApplication Ref: **2011/5323/P**

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - NOT A FORMAL DECISION**  
Town and Country Planning Acts 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:  
**106 - 109 Saffron Hill**  
**London**  
**EC1N 8QS**

## Proposal:

**DECISION**  
Erection of third and fourth floors with associated extensions on fourth floor level to create 4 (2x2-bed and 2x1-bed) flats, including office (Class B1) space at basement to second floor level including rear extensions at basement, first and second floor level, and erection of plant enclosure at fifth floor level with 17 Photovoltaic Panels and brown/sedum roof, all following demolition of existing building barring retention of the Saffron Hill (east elevation) facade.

Drawing Nos: Site Location Plan; 286-P-RJ11 Rev P2; 286-P-RJ12 Rev P2; 286-P-RJ13 Rev P1; 286-P-RJ14 Rev P1; 286-P-RJ15 Rev P1; 286-P-RJ16 Rev P1; 10100(L)100 Rev P5; 10100(L)101 Rev P5; 10100(L)102 Rev P6; 10100(L)104 Rev P8; 10100(L)105 Rev P5; 10100(L)106 Rev P3; 10100(L)107 Rev P5; 10100(L)108 Rev P4; 10100(L)109 Rev P2; Design and Access Statement by Nash Partnership dated 21/10/2011; Environmental Noise Survey Report by Noico Limited dated 04/01/2011 Ref 200950/1; Basement Impact Assessment By RSK dated October 2011 Ref 25143-01 (01); Planning and PPS5 Statement by Rolfe Judd Planning; Lifetime Homes Assessment by Nash Partnership Ref 10100 (T05) 005 - Revision A; Supporting Design Statement for Proposed Roof Top Plant Enclosure by Nash Partnership dated 15/12/2011; Sustainability Statement by XCO2 energy dated 19/12/2011 Ref 8141 Issue 1; Energy Statement by XCO2 energy dated 19/12/2011 Ref 8141 Issue 1.

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 the grant of permission.

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework (in which Camden Council is a partner) and policies DP26 (Securing high quality design) and DP27 (Conserving Camden's Heritage) of the London Borough of Camden Local Development Framework (in which Camden Council is a partner).

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: 10100(L)100 Rev P5; 10100(L)101 Rev P5; 10100(L)102 Rev P6; 10100(L)104 Rev P8; 10100(L)105 Rev P5; 10100(L)106 Rev P3; 10100(L)107 Rev P5; 10100(L)108 Rev P4; 10100(L)109 Rev P2.

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

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

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers



and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 5 Before the development commences, details of the proposed cycle storage area for 6 cycles (2 associated with the Class B1 use and 4 associated with the 4 Class C3 units) shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP7 (Managing and encouraging public transport) of the London Borough of Camden Local Development Framework Development Policies.

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- 6 Prior to the first occupation of the building a plan showing details of the brown/sedum roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the brown/sedum roof, and a programme for an initial scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The brown/sedum roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the development is sustainable and maintained in accordance with the requirements of policy CS3 (Tackling climate change through promoting high quality design and construction), CS11 (Promoting high quality places and conserving our heritage), CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design) and DP32 (Air quality and Camden's Clear Zone) of the London Borough of Camden Local Development Framework Development Policies.

**DECISION**

- 7 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the 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 (Providing quality homes) of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 (Lifetime homes and wheelchair homes) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2363) or visit the website <http://www.camden.gov.uk/content/contacts/council-contacts/environment/contact-street-environment-services.en> or seek prior approval under Section 174 of the Act to anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Camden Town Hall, Argyle Street, WC1H 8EQ, (Tel: 020 7974 6956) or email [highwayengineering@camden.gov.uk](mailto:highwayengineering@camden.gov.uk).
- 4 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.
- 5 With regard to condition no. 7 you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5214) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 6 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>
- 7 This permission is granted without prejudice to the possibility of obtaining consent under the Town and Country Planning (Control of Advertisements) (England)

Regulations 2007. Application forms may be obtained from the Council's website, [www.camden.gov.uk/planning](http://www.camden.gov.uk/planning) or the Camden Contact Centre on Tel: 020 7974 4444 or email [env.devcon@camden.gov.uk](mailto:env.devcon@camden.gov.uk)

- 8 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.
- 9 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, Site ~~...~~ Argyle Street, WC1H 8EQ.
- 10 The correct street number ~~...~~ must be displayed permanently on the premises in accordance with the provisions of Section 12 of the London Building (Amendments) Act 1939.
- 11 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>
- 12 Reasons for granting planning permission

The proposed ~~...~~ in general ~~...~~ London Borough of Camden Local Development Framework (LDF) with particular regard to policies CS1 (Distribution of growth), CS2 (Other highly accessible areas), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS8 (Promoting a successful and inclusive Camden economy), CS9 (Achieving a successful Central London), 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 & encouraging biodiversity), CS17 (Making Camden a safer place), CS18 (Dealing with our waste and encouraging recycling) and CS19 (Delivering and monitoring the Core Strategy) and with the London Borough of Camden Local Development Framework Development Policies with particular regard to policies DP1 (Mixed use development), DP2 (Making the full use of Camden's capacity for housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair homes), DP13 (Employment sites and premises), DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and 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 (Basements and lightwells), DP28 (Noise and vibration), DP29 (Improving access), DP32 (Air quality and Camden's Clear Zone) and Appendix 2 (Parking standards).

- 13 Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:-

The proposed development will provide an additional four self-contained residential units within the Borough, contributing to an increase in the housing stock. The proposed accommodation is considered to be of a suitable quality, providing an appropriate standard of accommodation for future occupiers of the proposed flats. The proposed scheme also provides an increased amount and quality of office accommodation. The proposed design is considered to be appropriate, preserving the character and appearance of the conservation area. There are also proposed to be a range of environmental sustainability development measures, with it anticipated to be a Code for Sustainable Homes 'excellent' scheme. Furthermore on site renewable energy measures are also proposed, with all measures to be secured via S106 Legal Agreements. The proposals also include car-free housing, a construction management plan and a highways contribution to be secured via S106 Legal Agreement. It is acknowledged that no jewellery workshop space is proposed within this Hatton Garden area. However this has been offset by a financial contribution in lieu of direct provision (secured via S106), which has been negotiated to be used directly towards supporting initiatives to improve business and competitiveness within the Hatton Garden jewellery and allied industries.

- 14 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail from 1st April 2012. This means that from 1st April 2012 onwards, all new developments in London will need to pay this CIL. It will be the responsibility of the developer to pay this CIL. 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 be 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)

Yours faithfully

Culture and Environment Directorate

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**DECISION**