

PLANNING STATEMENT (Incorporating Statement of Community Involvement)



LOCK KEEPERS COTTAGE,
289 CAMDEN HIGH STREET,
SUFFOLK WHARF,
CAMDEN

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1. INTRODUCTION

- 1.1 Pegasus Planning Group are instructed on behalf of Starbucks Coffee (UK) Ltd to submit a planning application for the change of use of the premises at Lock Keepers Cottage, 289 Camden High Street from a Canal Information Centre (CIC) to a Canal Information Centre and Coffee Shop (sui generis). The submission of this application follows the withdrawal of an earlier application, (App. No. 2012/1674/NEW) in April 2012, prior to its determination.
- 1.2 Starbucks Coffee (UK) Ltd have been operating a Coffee Shop within the CIC at the application site since 2002, following them signing a 15 year lease for the property on 27 July 2002. This Statement supports Starbucks' application to operate a continued mixed CIC/Coffee Shop use from the building, as they have done so for the last 10 years (but with future adaptation to conform more closely to the original aspirations for the building, as per the S106 Agreement between Suffolk Wharf Limited and L B Camden, dated 15 March 1999).
- 1.3 The application follows the granting of an associated Listed Building Consent application, (application ref: 2012/0014/L), for internal works to the building, by virtue of Decision Notice dated 30 March 2012. These works have not yet been undertaken.
- 1.4 Starbucks Coffee operates over 500 stores throughout the UK and are an established High Street trader. Typically, they trade as mixed Class A1/A3 with a significant portion of the mix trading as Class A1 due to the fact that the stores primarily serve hot and cold drinks and cold food for take-away.
- 1.5 This store at Lock Keepers Cottage would represent a 'one-off' scenario, whereby the Coffee Shop is trading alongside a CIC, with bespoke measures in the layout and management of the building that will not be reflected anywhere else in Starbucks' portfolio. It is an unique partnership between the landlord (Canal & River Trust) and Starbucks, with active input and involvement from the local community to ensure the future active use of this listed building within Camden.

Consultation

- 1.6 The application has now been amended in terms of its 'description of development', the proposed layout of the building, and its future management regime.

- 1.7 The submission of the application also follows detailed discussions and negotiations with London Borough of Camden, the landlord (Canal & River Trust) and local interest groups in terms of providing the necessary information and evidence alongside the application to justify its planning merits and appropriateness. Listed below are those meetings and discussions that the applicant and/or their advisors have been involved in leading up to the submission of this planning application:-

Lock Keepers Cottage, Suffolk Wharf, Camden Schedule of Meetings			
	Date	Time	Venue
Meeting with local Stakeholders	23 April 2012	1800	On site
Meeting with London Borough of Camden (Planning)	18 June 2012	1200	Argyle Street
Meeting with Camden Town Unlimited	28 June 2012	1100	On site
Meeting with Regent's Canal Conservation Committee	9 July 2012	1700	On site
Meeting with London Borough of Camden (Planning and Tourism Officers)	14 August 2012	1400	Argyle Street
Meeting with local Stakeholders	15 August 2012	1400	On site
Meeting with Canal & River Trust	19 September 2012	1400	On site

2. SITE HISTORY

- 2.1 Starbucks occupied the former Lock Keepers Cottage in 2002 after the unit was formerly occupied by Soho Coffee, in association with the CIC, and having regard to the terms of the 15 March 1999 S106 Agreement. Soho only operated the Coffee Shop within the CIC for less than 2 years, before the building became vacant and Starbucks took over the Coffee Shop element of the operation.
- 2.2 As indicated a Section 106 agreement was signed in March 1999 between the land owners (Suffolk Wharf Ltd) and the London Borough of Camden restricting the usage of the premises, stating that 51% of the usable floor space should be laid out as a Canal Information Centre. The remaining floor space (49%) could be treated as ancillary, and was subsequently taken by Starbucks to operate a coffee shop.
- 2.3 Clause 2.7 of the S106 refers to the 'Canal Information Centre' to be operated from the Lock Keepers Cottage and the need to provide information to the members of the public about the current operation and history of the Regent Canal and the application site.
- 2.4 The practical day to day operation of the coffee shop element of the premises has blurred the balance between Canal Information Centre and coffee shop; the exact differentiation between uses is not clearly defined in terms of floorspace, but in the future, and as a result of this application, the intention is for the 2 uses to sit comfortably 'in tandem' alongside each other so that both are equally apparent.
- 2.5 A deed of variation to the existing S106 Agreement will be prepared by Starbucks' solicitors to remove certain wording and allow for the CIC and Coffee Shop use to operate from the whole site and therefore regularise the planning position.
- 2.6 A copy of the Section 106 agreement attached to planning application PE9700702R3 is provided at Appendix 1.

APPENDIX 1 – SECTION 106 (PE9700702R3) DATED MARCH 1999

3. THE PROPOSAL

- 3.1 The proposal is for planning permission for a change of use of Lock Keepers Cottage, 289 Camden High Street, from a Canal Information Centre (CIC) (with ancillary Coffee Shop/Cafe) to a mixed CIC and Coffee Shop (sui generis).
- 3.2 A deed of variation to the S106 agreement will be required to vary the wording of the original S106 insofar as it relates to Lock Keepers Cottage, and currently imposes certain requirements that are not being complied with.
- 3.3 The proposal seeks permission for Starbucks to occupy Lock Keepers Cottage, in association with the CIC, but affording both uses a degree of flexibility in the internal layout of the building.
- 3.4 The proposal is mindful of the Lock Keepers Cottage's place in Camden's historic environment and the value of the information displayed within the store with regard to the historic operation of Camden Lock. The planning permission can be tied, by condition, to a layout plan and a management plan that requires both uses to operate within certain confines, whilst allowing a degree of flexibility for minor amendments to the layout or operational regime.

4. THE SITE

- 4.1 Lock Keepers Cottage is situated at 289 Camden High Street, within Camden Town Centre.
- 4.2 The Lock Keepers Cottage is Grade II Listed and is located within the Regent's Canal Conservation Area.
- 4.3 Historically the site was used as a working industrial building, being the base from which Camden Lock on the Regent's Canal was operated. Since 2002, the site has been operating as the Canal Information Centre with Starbucks operating the Coffee Shop element of the use.



Photo 1 – Lock Keepers Cottage from Camden High Street



Photo 2 – Entrance and outdoor seating area

- 4.4 The existing internal layout is shown in drg. no. SU11 that accompanies this application. The below photos show the existing internal situation within the premise:



Photo 3 – Wall Displays



Photo 4 – Coffee Shop Servery

- 4.5 The photos and layout plan clearly show the *sui generis* operation of the premises where the use of the premises as a Coffee Shop takes place alongside with the Canal Information Centre use, but not in strict conformity with the 1999 S106 Agreement. Information relating to the history of Camden, the Regent's Canal and the Lock Keepers Cottage, is currently displayed on internal walls, whilst the internal seating is for the Coffee Shop, which is generally situated to the rear of the building at ground floor level.

5. PLANNING HISTORY

- 5.1 The application site has a history of planning permission and Listed Building Consents relating to the past operation of Starbucks from Lock Keepers Cottage. Applications include:

Application refs: 2003/2097/L & 2003/2098/A

- 5.2 The above applications for display of fascia signage were granted in November 2003.

Application refs: 2003/3646/A & 2003/3647/L

- 5.3 The above applications were granted in February 2004 for the display of non-illuminated projecting signage at Lock Keepers Cottage.

Application refs: 2007/2769/L & 2007/2770/L

- 5.4 Permission granted in July 2007 for the installation of one non-illuminated fascia sign to front elevation of retail shop (Class A1).

Application ref: 2011/1647/A

- 5.5 Advertisement consent was part granted for display of externally illuminated light fixtures to front and rear elevation and 1x externally illuminated fascia sign at rear elevation of shop (Class A1).

Application ref: 2012/0014/L

- 5.6 Application for Listed Building Consent to remove a section of internal wall was granted on 30 March 2012.

6. PLANNING POLICY

- 6.1 This section of the Planning Statement considers the national planning context and policies set down in the Camden Core Strategy and Camden Development Policies document. Supplementary Camden Planning Guidance is also considered.

National Planning Policy Guidance

National Planning Policy Framework (March 2012)

- 6.2 The NPPF states that there should be a presumption in favour of sustainable development. **Paragraph 14** confirms that:

“At the heart of the National Planning Policy Framework is a presumption in favour of sustainable development, which should be seen as a golden thread running through both plan-making and decision-taking.

For decision-taking this mean:

- *approving development proposals that accord with the development plan without delay; and*
- *where the development plan is absent, silent or relevant policies are out-of-date, granting permission unless:*
 - *any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies in this Framework taken as a whole; or*
 - *specific policies in this Framework indicate development should be restricted.”*

- 6.3 **Paragraph 17** sets down the Core Planning Principles, which include that:

- *Planning should proactively drive and support the development that this country needs. Every effort should be made to identify and meet business and development needs of an area, and respond positively to wider opportunities for growth.*
- *Planning policies and decisions should make efficient use of land and promote mixed use developments that create more vibrant places.*

- 6.4 In accordance with **para 18** of the NPPF, the Government is committed to securing economic growth in order to create jobs and prosperity, and accordingly the Government is committed to ensuring that the planning system does all it can to support sustainable economic growth (**para 19**).
- 6.5 **Para 21** requires future investment in business to not be over burdened by the combined requirements of planning policy expectations, and instead the planning should do all it can to support existing business sectors.
- 6.6 In terms of promoting healthy communities, **para 69** requires all sections of the community to be involved in planning decisions with a view to facilitating social interaction and creating healthy inclusive communities.
- 6.7 Accordingly, opportunities should be created whereby members of the community can meet with each other (where they may not necessarily come into contact).
- 6.8 In order to ensure that the needs of the community are met, planning decisions should be taken which guard against the unnecessary loss of valued facilities and services, particularly where this would reduce the community's ability to meet its day to day needs (**para 70**).
- 6.9 Given the building's listed status, policy guidance relating to conservation of 'heritage assets' within the NPPF is directly relevant.
- 6.10 Development proposals should be encouraged where they would lead to less than substantial harm to the significance of a 'designated heritage asset', particularly where any such harm should be weighed against the public benefits of the proposal, including securing its optimum viable use, (**para 134**).

Local Plan

(i) Camden Core Strategy (November 2010)

- 6.11 Camden Core Strategy was adopted in November 2010 and replaced the Camden Unitary Development Plan. The Core Strategy sets out strategic level policy intended to inform development within the Borough for the plan period up to 2026.

- 6.12 Policy **CS7** seeks to promote Camden's centres and shops. The policy sets the strategic objective of promoting successful and vibrant centres throughout the borough by providing, *'a range of shops, services, food, drink and entertainment and other suitable uses to provide variety, vibrancy and choice.'*

Camden Development Policies Document (November 2010)

- 6.13 Policy **DP12** states that, *'the Council will ensure that the development of shopping, services, food, drink, entertainment and other town centre uses does not cause harm to the character function, vitality and viability of a centre.* Provisions are made within the Policy in order to achieve these aims. These include:

- i. *The effect of non-retail development on shopping provision and the character of the centre in which it is located; and*
- ii. *The cumulative impact of food, drink and entertainment uses taking into account the number and distribution of existing uses.*

- 6.14 The accompanying wording to this policy states that food and drink uses can add to the vitality and vibrancy of Camden's centres and local areas. The Council will seek to guide such uses to locations where their impact can be minimised. When assessing proposals for these uses the Council will seek to protect the character and function of the Borough's Town Centres.

- 6.15 Policy **DP25** addresses conserving Camden's heritage. The policy relates to development within Conservation Areas and Listed Buildings. In order to maintain the character of the Regent's Canal Conservation Area the Council will only permit development that preserves and enhances the character and appearance of the area. With regard to Listed Buildings, changes of use will only be granted where it is considered that no harm would be caused to the special interest of the building.

Camden Planning Guidance 5 (2011)

- 6.16 CPG 5 relates to Town Centres, Retail and Employment in the Borough. The document designates Lock Keepers Cottage as within the Core North Shop Frontage. Accompanying text states that the Council *'will not grant planning permission for development which results in the number of ground floor premises in retail falling below 50% within Core Shopping Frontages.'*

- 6.17 This application acknowledges that retail uses will be protected along Core Shopping Frontages and that the net loss of Class A1 will be resisted. The exception to this will be where the Council considered that such a loss will not cause harm to the character, function, vitality and viability of the centre.

7. PLANNING ASSESSMENT

7.1 Having reviewed the up-to-date and relevant planning policy at both national and local level, the key issues in the determination of this application are as follows:

- i. Whether the principle of the development is acceptable;
- ii. Is the layout of the building acceptable?
- iii. Whether the Proposal could contribute to the vitality and viability of the retail area;
- iv. Would the proposal have a positive effect on the shopping environment of the area; and
- v. The implications of Starbucks' occupancy on the continuing stewardship of the Canal Information Centre and the Listed Building heritage asset.

(i) Whether the principle of the development is acceptable

7.2 The existing Canal Information Centre and Coffee Shop have operated at the site for 10 years, and are arguably lawful in planning terms.

7.3 The Canal Information Centre and Coffee Shop have operated alongside each other for a sustained period of time without any cause for complaint or a grievance from any third party.

7.4 The Canal Information Centre performs a clear function in terms of its contribution to the local tourism economy, although there is significant scope for improvement.

7.5 Starbucks operate an extremely successful and popular Coffee Shop within the building, and have done so since 2002.

7.6 Both uses have a clear role to play in terms of providing a service to the local resident population, as well as visitors to Camden Lock, and further in securing the future and viable continued operation of this well known listed building.

7.7 Notwithstanding the above, the two uses are clearly taking place within the building not in full accordance with the obligations as set down within the original Section 106 Agreement (dated 15 March 1999).

- 7.8 There is no clear division, in floor space terms, between the area of the building acting as a Canal Information Centre, and that area which is considered ancillary and which can be lawfully laid out as a Coffee Shop or Cafe.
- 7.9 Further, and as required by the Section 106 Agreement, an Information Centre Management Plan, setting out full details of how the Canal Information Centre would operate has never been submitted and accepted by the Council, as required by the Section 106 Agreement.
- 7.10 The purpose of this planning application is to regularise matters from a planning perspective, such that both uses can continue to operate, albeit in an amended fashion and in accordance with a revised site layout, such that the general objectives of the Section 106 Agreement are still secured, but which will allow the Coffee Shop to not only operate, but fund the future and continued operation of the Canal Information Centre within the listed building.
- 7.11 The application is now accompanied by a Ground Floor Layout Plan that shows the future intended layout for the CIC and Coffee Shop (including scope for the removal of the partition wall in accordance with the Listed Building Consent (Ref : 2012/0014/L), and which can be referred to as an approved planning drawing and/or by planning condition.

APPENDIX 2 – GROUND FLOOR LAYOUT PLAN (DRG. NO. BRS.0102_03-1)

- 7.12 Further, and to rectify matters that have not been agreed previously, a Management Plan has been prepared and discussed with London Borough of Camden, the landlords (Canal & River Trust) and various interested parties with a view to setting down measures that will prescribe and define the manner and means by which the two uses can take place alongside each other within the building.
- 7.13 The Management Plan is submitted as a separate document alongside the application, and can be referred to in any Deed of Variation to the original Section 106 Agreement.
- (ii) Is the layout of the building acceptable?
- 7.14 There are clear constraints upon how the building can be laid out with a view to accommodating both the CIC and the Coffee Shop.

- 7.15 Numerous discussions have taken place with the Planning Authority and the landlord with a view to ensuring that both uses are acceptably accommodated.
- 7.16 There is a clear balance to be met between ensuring that the tourism and Coffee Shop use are both effectively represented, while still ensuring that there is a commercial operation in existence that can facilitate and fund both uses taking place.
- 7.17 The intention of the amended layout is to ensure that persons entering the building, for whatever purpose are not deterred from visiting as a result of the other use, i.e. visitors to the CIC should not be deterred from entering as a result of persons perhaps queuing specifically for the Coffee Shop element of the use.
- 7.18 There is an overriding requirement to ensure that the Coffee Shop servery stays in its existing position, and Starbucks have accepted a number of concessions to the size and layout of the servery, given the size of the building, (for instance there are no crockery washing facilities and all coffee is served in paper cups).
- 7.19 The layout of the store has been amended close to the entrance to minimise any seating here, and to ensure that there is a clear impression and representation of the CIC as soon as you enter the building.
- 7.20 The permitted removal of the partition wall, (App. No. 2012/0014/L), allows for much better vision into the internal space at ground floor level, thereby attracting all visitors and users in a more inviting manner.
- 7.21 The reopening of the window on the building's west elevation, not only represents a heritage gain, but will allow significantly more light into the rear seating and display area, thereby the daylight into the rear seating and display area thereby improving this as public floor space.
- 7.22 The improved and intended signage measures on the building's eastern elevation, and as referred to in the Management Plan, will provide a much greater presence for the CIC for visitors passing by on Camden High Street.
- 7.23 There is a continued desire for a single entrance point into the building, although following discussions with the Planning Authority, consideration has been given to the introduction of a pedestrian entrance, solely to the CIC on the building's northern elevation and adjacent to the Regent's Canal.

- 7.24 A copy of the communication and response from Starbucks (as retail operators) is included as Appendix 3.

APPENDIX 3 – EMAIL RESPONSE FROM STARBUCKS (RETAIL) IN RESPECT OF INTRODUCTION OF SECONDARY ENTRANCE

- 7.25 The layout of the building as now proposed as part of the application represents clear means by which the priority will be afforded to both the CIC and the Coffee Shop use, such that both can closely co-exist alongside each other in a fashion that ensures one does not dominate the other.
- 7.26 There are layout measures introduced into this relatively small building that Starbucks have not incorporated into any other store within the UK, but which are bespoke to the Lock Keepers Cottage as a reflection of its part operation as the CIC.
- 7.27 Starbucks, in conjunction with local interest groups have already committed to preparing design material that sets out their intent, in the event of planning permission being granted, and which clearly illustrate the means by which wall graphics, furniture and artefacts will be, to a large degree, bespoke for this store (given the existence of the CIC). A copy of the Design Presentation is included as Appendix 4.

APPENDIX 4 – DESIGN PRESENTATION FOR CAMDEN LOCK KEEPERS COTTAGE / CANAL INFORMATION CENTRE

- 7.28 Further, and as a result of ongoing discussions with local interest groups, ideas for themes for the wall displays can be further elaborated and developed, and have been put forward. Whilst only draft ideas, they form the basis of a document that can be further developed as a guide to informing the wall displays for the CIC (required to discharge the relevant condition on any planning permission). A copy of the Themes Document is included as Appendix 5.

APPENDIX 5 – THEMES DOCUMENT FOR REGENT'S CANAL INFORMATION CENTRE (RCIC)

(iii) Whether the proposal would contribute to the vitality, viability and amenity of Camden Town Centre

- 7.29 The proposed use as a CIC and Coffee Shop will maintain and continue to contribute to the character and function of Camden Town Centre. It is considered that the location of the premises, and the service it will provide, will contribute to the quality of amenities and services available in the immediate vicinity of the premises and complement existing shops and services within Camden Town Centre. Both the CIC and Coffee Shop have roles to play in terms of attracting customers to this part of Camden, and in particular to Lock Keepers Cottage.
- 7.30 The proposal is for a mixed use, which is open during the day and into the early evening. There will be no late night opening of the site with opening hours 7am – 9pm, 7 days a week. As such, given that the site is located within a predominantly commercial retail area, it is considered that the proposed mixed use Class A1/A3 is entirely acceptable in terms of vitality, viability and amenity.

(iv) Would the proposal have a positive effect on the shopping environment of the area

- 7.31 The provision of a mixed use CIC and Coffee Shop use (sui generis) at the application site would represent a reduction in the amount of Class A1 shopping floorspace within Camden Town Centre, the majority of the surrounding units remain in Class A1 usage, predominantly as clothing shops.
- 7.32 The frontage in which the application site is located runs from the Lock Keepers Cottage to the junction with Jamestown Road. A desk based study reveals 10 units (including the application site) within this frontage. At least 5 of these sites are in use as Class A1 operators.
- 7.33 A change of use at the subject site would continue to ensure that at least 5 of the units would remain in Class A1 use, in accordance with the 50% threshold set out in Camden Planning Guidance note 5.
- 7.34 As such, the proposed change of use would firstly not change the 'existing structure' as there is no net loss of Class A1 use, and would further not have an unacceptable impact on this part of the Core Shopping Frontage, as the number of non-retail units would not exceed maximum levels set out in Camden Planning Guidance.

- 7.35 Furthermore, the application site is situated on the periphery of the Core Frontage, being a stand-alone, detached unit on the edge of the frontage and set well back from the main shopping frontage. It is, in effect, a 'destination unit' which people have to make a minor detour to visit.
- 7.36 It should also be considered that Starbucks have been operating a coffee shop from the application site since 2002. As such the Coffee Shop has become an established destination on Camden High Street, attracting both passing trade and as a destination for customers. This use clearly complements the retail function of the surrounding area and also acts as a popular 'stopping point' for refreshments for visitors to the CIC. This contribution should be taken into account in the determination of this application.
- 7.37 The use is well established, served by necessary facilities to deal with refuse, noise, operating hours, etc and the use can effectively continue without causing any undue harm on the amenity of nearby residential properties.
- 7.38 The Coffee Shop will attract high levels of footfall on a par with nearby retail uses and will function as a complementary and acceptable use in the core frontage. The aims and objectives of Shopping Policies **DP12** and **CS7** can be maintained given the Class A1 elements of the proposal.
- (v) The implications of Starbucks's occupancy on the continuing stewardship of the Canal Information Centre and the Listed Building heritage asset.
- 7.39 As previously detailed in this Statement, the proposal site is a Grade II Listed Building. This change of use application will accord with **Paras 131 and 134** of the NPPF and with Development Management Policy **DP25** by virtue of preserving the external and internal appearance of the Listed Building (no external alterations form part of this proposal) and the continued stewardship of the building.
- 7.40 It is mutually beneficial to the landlords (Canal & River Trust), to Starbucks and the quality of Lock Keepers Cottage to maintain the character and quality of the building and a significant amount of investment in the upkeep and maintenance of the building will continue to take place in the coming years, (particularly as granting of planning permission will secure the granting of the extension to the existing lease which terminates in 2017).

7.41 Accordingly, Starbucks' long term commitment to the unit will ensure the continued stewardship of this valuable heritage asset and will maintain the quality of this prominent townscape feature. The proposal is therefore fully supportive of the objectives of the NPPF.

8. CONCLUSIONS

- 8.1 The planning application is for a mixed CIC and Coffee Shop within the Lock Keepers Cottage. The two uses will both take place to significant degrees to warrant the granting of a mixed use (sui generis).
- 8.2 The need for this application arises from the departure of the original terms of the 1999 S106 Agreement, which has taken place for the last 10 years, since Starbucks' partial occupation of the building in 2002. This application intends to regularise matters from a layout and operational perspective to guarantee the future continuation of the CIC and a Coffee Shop (for the medium to long term this being Starbucks) within the building.
- 8.3 Starbucks welcomes the opportunity to maintain and manage (in association with other interested parties and in accordance with the Management Plan), the CIC element of the premises. This information has always proved of interest to customers (but is clearly subject to improvement) and Starbucks are aware of the historic value of the Lock Keepers Cottage within the area of the Regent's Canal, and wish to maintain this function of the unit.
- 8.4 The Statement has demonstrated that the Coffee Shop element of the overall use retains a significant element of Class A1 use through the retail display, the sale of merchandise and the sale of coffee and sandwiches for take-away purposes, reflective of the site's location within a defined primary retail frontage.
- 8.5 The proposal will not lead to any domination of non-Class A1 uses within this section of the Core Shopping Frontage or Camden Town Centre. The proposal is judged to be compliant with the Local Plan Policy in this instance, according with criteria set out in Policies CS7, DP12 and DP25.
- 8.6 The continuing use of the unit as a CIC and Coffee shop will contribute to the vibrancy and vitality of this area, maintaining the over arching strategic objectives of the NPPF and the Camden Core Strategy to maintain and enhance the vitality and viability of existing Town Centres, as well as 'designated heritage assets'.

APPENDIX 1

SECTION 106 (PE9700702R3) DATED MARCH 1999

DATED

15 March

1999

SUFFOLK WHARF LIMITED

-and-

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

AGREEMENT

Relating to land known as
Suffolk Wharf, Jamestown Road
287-289 Camden High Street
pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)

Alison Lowton
Acting Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 0171 413 4444

Fax: 0171 860 5659

envsec2/AIDEN/106-Suff2

THIS AGREEMENT is made the 15 day of March 1999

B E T W E E N:

1. SUFFOLK WHARF LIMITED (Company Registration Number 3344197) whose registered office is situate at Suite 3 Cavendish Court Wigmore Street London W1H OJK (hereinafter called "the Owner") of the first part
2. THE MAYOR AND BURGESS OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS

- 1.1. The Owner is entitled to be registered at HM Land Registry as the freehold proprietor with Title absolute free from encumbrances of the First Property and Second Property.
- 1.2. The Council is the local planning authority for the purposes of the Act.
- 1.3. The Owner is interested in the First Property and Second Property for the purposes of Section 106(9) of the Act.
- 1.4. A Planning Application in revised form in respect of the First Property was submitted to the Council on 3rd November 1998 and granted permission conditionally under reference number PE9700702R3 subject to conclusion of this legal agreement.
- 1.5. A Planning Application in revised form in respect of the Second Property was submitted to the Council on 3rd November 1998 and granted permission conditionally under reference number PE9700713R3 subject to conclusion of this legal agreement.
- 1.6. An application for Conservation Area Consent in respect of demolition of buildings on the Site was submitted to the Council on 5th September 1997 and granted permission conditionally under reference number CE9700704.
- 1.7. The Council considers it expedient in the interests of the proper planning of its area that the development of the First Property and Second Property should be restricted or regulated in accordance with this Agreement.
- 1.8. 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 by the Planning and Compensation Act 1991)
- 2.2. "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act.
- 2.3. "the First Application" the Planning Application in revised form in respect of the First Property submitted to the Council on 3rd November 1998 and granted permission conditionally subject to a legal agreement under reference number PE9700702R3.
- 2.4. "the Second Application" the planning application in revised form in respect of the Second Property submitted to the Council on 3rd November 1998 and granted permission conditionally subject to a legal agreement under reference number PE9700713R3.
- 2.5. "the B1 Element" the area comprising 3,300 square metres floorspace within the First Development shown on drawing numbers 1094/103D, 104D and 105D as approved as part of the First Application to be used (subject to the provisions of this Agreement) for purposes within Class B1 of the Schedule to the Town and Country (Use Classes) Order 1987

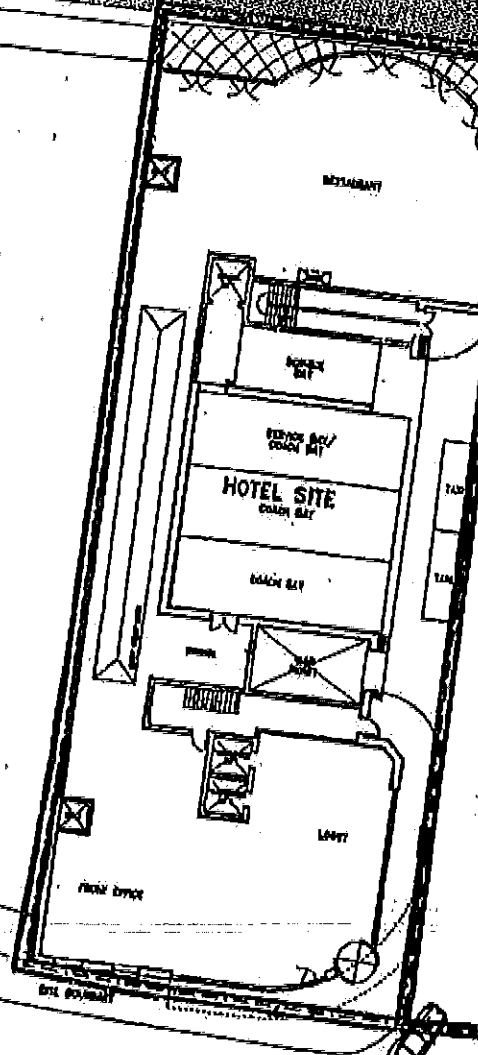
TOW PATH

REDFENTS CANAL

HAMPESTEAD ROAD
BRIDGE

GRAND UNION CANAL

CAMDEN HIGH ST.

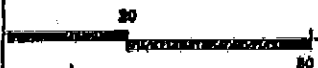


ST PROPERTY

COND PROPERTY

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CK KEEPERS COTTAGE



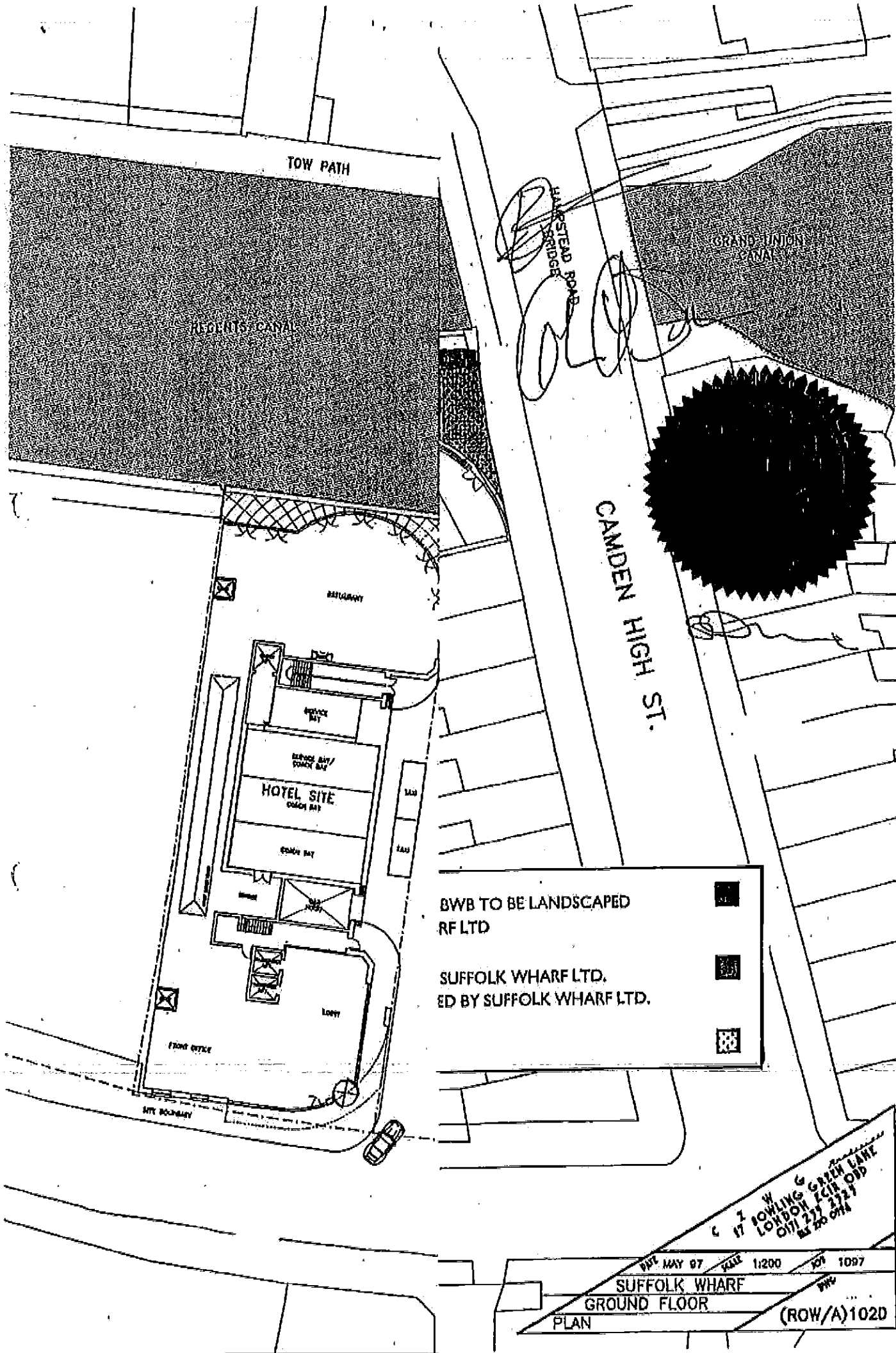
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0171 237 2321
M 30 000

MAY 97 11200 1097

SUFFOLK WHARF
GROUND FLOOR

PLAN

(ROW/A1)102D



TOW PATH

REGENTS CANAL

HAYSTEAD ROAD
BRIDGE

GRAND UNION
CANAL

CAMDEN HIGH ST.

RESTAURANT

SERVICE BAY

COACH BAY

HOTEL SITE
(each bay)

COACH BAY

LOBBY

FRONT OFFICE

SITE BOUNDARY

BWB TO BE LANDSCAPED
RF LTD

SUFFOLK WHARF LTD.
ED BY SUFFOLK WHARF LTD.



C 17 W & G
17 FOWLING GREEN LANE
LONDON EC1R 0SD
0171 237 3341
BX 20 074

DATE MAY 97 SCALE 1:200 JOB 1097
SUFFOLK WHARF
GROUND FLOOR
PLAN (ROW/A)1020

2.6. "the Canal
Improvements
Contribution"

The sum of £10,000 (ten thousand pounds) to be applied by the Council in the event of receipt for the carrying out of environmental improvements in the vicinity of the Regent's Canal.

2.7. "Canal Information
Centre"

An information centre to be operated in the Lock Keeper's Cottage to be managed to the Council's reasonable satisfaction so as to provide for the dissemination of information to members of the public about the current operation and history of the Regent's Canal and the Site, other relevant matters relating to local history and other relevant up to date information promoting inter alia local tourist attractions this to incorporate inter alia (i) an area at ground floor level comprising at least 51 per cent of the net usable total floorspace of the Lock-Keeper's Cottage (such total floorspace to specifically exclude toilet and storage areas) to be fully equipped and laid out to the Council's reasonable satisfaction for the display and provision of information to visitors such area to be wheel chair accessible and (ii) ancillary areas equipped and laid out to provide for the sale of retail goods and nonalcoholic drink and hot and cold food for consumption on or off the premises

2.8. "the Camden Town
Centre Contribution"

The sum of 120,000 thousand pounds to be applied by the Council to the event of carrying out economic and other regenerative improvements in the centre of Camden Town.

2.9. "Consents"

All necessary consents, permissions and approvals required for the laying out construction provision and use of either the Landscaping Scheme for where the context so permits the Canal Information Centre, the First Development or the Second Development) the Listed Buildings Act 1990 and under relevant building regulations.

2.10. "the Conservation Area
Consent Application"

the application for conservation area consent under the Listed Buildings Act 1990 in respect of the First Property and Second Property submitted to the Council on 5th September 1997 and granted permission conditionally subject to a legal agreement under reference number CE9700704.

2.11. "the Conservation Area
Consent"

Conservation Area Consent granted under the Listed Buildings Act 1990 substantially in the draft form annexed hereto for demolition of buildings in connection with the redevelopment of the First and Second Property as shown on drawing number:

pn 1097-099.

2.12. "the Contributions"

the Canal Improvements Contribution, the Camden Town Centre Contribution, the Recycling Facility Contribution, the Public Transport Contribution and the Traffic Management Contribution.

2.13. "The Construction Phase"

the whole period between

(i) the date when any works preparatory to the implementation of the First Development or the Second Development are carried out on or around the Site. and

(ii) the date when all works connected to the implementation of the First Development and the Second Development are completed on or around the Site.

2.14. "the Development"

The First Development and the Second Development.

2.15. "the First Development"

Redevelopment of the First Property by the erection of a four-storey building to accommodate A3 Food and Drink Use on the ground floor, A1 retail use on part of the ground and first floors, B1 Business Use on the upper floors and use of the former lock-keeper's cottage as a canal information centre as shown on drawing nos. 100B, 101C, 102D, 103D, 104D, 105D, 106D, 107D, 108D, 109D, 110E, 111E, 112E and 113C.

2.16. "the Second Development"

Redevelopment of the Second Property by the erection of a six storey hotel, as shown on drawings numbers: 100B, 101C, 102A, 103D, 104D 105D, 106D, 107D, 108D, 109D, 110E, 111E, 112E, 113C.

2.17. "the Green Travel Plan"

A plan setting out a package of workplace measures to be adopted by the Owner in the management of the First Development (or where the context so permits the Second Development) with a view to assisting the Council in its aim of reducing commuting and work related trips and servicing by thirty per cent within three years by promoting the use of environmentally friendly forms of transport.

2.18. "the Hotel Traffic Management Plan "

A plan for the management of traffic of coaches to and from the Second Development to ensure that the Second Development operates in such a way as to ensure highway safety and the safe operation of such vehicles such scheme to deal specifically with details of the daily movements and operations of such vehicles to and from the Second Development so as to restrict these to one daily excursion from the Second Development each day for each parking bay (and for the purposes of this sub clause 2.18

"coach" shall mean passenger service vehicles of length in excess of 5 metres and passenger capacity in excess of 7 people).

2.19. "the Implementation Date"

the earlier of the following two dates:

- (i) the date of implementation of the First Development by the carrying out of a material operation as defined in Section 56 of the Act
- (ii) the date of implementation of the Second Development by the carrying out of a material operation as defined in Section 56 of the Act

and references to "Implementation" herein shall be taken to mean implementation by the carrying out of a material operation as defined in Section 56 of the Act

2.20. "Information Centre Specification"

A detailed specification for the carrying out of works of construction and fitting out and equipping of the Lock Keeper's Cottage as the Canal Information Centre drawn up by an architect or other appropriately qualified professional person incorporating inter alia full details of design, construction, alteration, refurbishment materials and phasing.

2.21. "Information Centre Management Plan"

A management plan for the Canal information Centre ("the Centre") setting out full details of its management and operation this to include inter alia the following:
full details of hours of operation of the Centre (these to a minimum of 30 hours per week and to provide for weekend opening)

a full inventory of furniture and equipment to be retained and used at the Centre in so far as may be appropriate (having regard to the nature and extent of any interference with equipment to be installed in the Centre for the use by members of the public the anticipated level of staffing for the Centre (such staff to be appropriately identified and trained in order to be able to assist in the dissemination of information.)

Educational services that will be offered to local groups and residents by the Centre detailed in charges to be made by the Centre for any of the above (having regard to the principle that the basic services provided by the Centre will be free of charge).

2.22. "the Lock-Keeper's Cottage

the Grade II Listed Building within the site shown edged in green on Plan A annexed hereto to be restored and restructured by the Council to enable it to be used to provide the Canal Information Centre

2.23. "the Landscaping Scheme"

A high quality scheme for the provision of hard and soft landscaping within the Landscaped Area (incorporating the construction of the Pedestrian Accessway and providing for (inter alia) the provision of plants and plantings, appropriate lighting, signage, fencing and street furniture and a scheme to involve expenditure of a maximum of £100 per square metre within the Landscaped Area.

2.24. "Landscaping Scheme Specification"

A detailed specification for the Landscaping Scheme drawn up by an appropriately qualified professional person incorporating inter alia full details of design, materials and phasing of the Landscaping Scheme

2.25. "the Landscaped Area"

the area shown coloured Purple on Plan B annexed hereto (and for the avoidance of doubt described thereon as "Area owned by BWB to be landscaped by Suffolk Wharf Ltd", "Area owned by Suffolk Wharf Ltd to be landscaped by Suffolk Wharf Ltd" and "Right of Way".

2.26. "Method Statement"

a detailed statement prepared by an appropriately qualified professional person giving effect to the requirements of the Council's Considerate Contractor Manual setting out in detail all steps the Owner shall take during the Construction Phase to ensure the minimisation of the disruption and the environmental effect of activity arising out of the Construction Phase

2.27. "Occupation Date"

the earlier of the following dates:

(i) the first date when the First Development is either occupied or opened for business ("the First Occupation Date")

(ii) the first date when the Second Development is either occupied or opened for business ("the Second Occupation Date")

2.28. "the Pedestrian
Access Route"

A route for pedestrian access over the Site to be constructed as part of the Landscaping Scheme and the same is shown dotted in Black on Plan B (and the avoidance of dead ends described therein on "Right of Way") (or any alternative comparable route within the Landscaped Area as may be agreed between the parties).

2.29. "the First Property"

Land at Suffolk Wharf, Jamestown Road and 287/289 Camden High Street, London NW1 as the same is shown marked in Red for identification purposes only on Plan A attached hereto.

2.30. "the Second Property"

Land at Suffolk Wharf, Jamestown Road and 287/289 Camden High Street, London NW1 as the same is shown marked in Blue for identification purposes only on Plan B attached hereto.

2.31. "the First Planning
Permission"

a planning permission granted for the First Development in the draft form annexed hereto in respect of the First Property

2.32. "the Second Planning
Permission"

a Planning Permission granted for the Second Development in the draft form annexed hereto in respect of the Second Property.

2.33. "the Planning
Permissions"

the First Planning Permission and the Second Planning Permission.

2.34. "the Public Transport Contribution"

The sum of £100,000 (one hundred thousand pounds) to be applied by the Council in the event of receipt to improvements to the public transport infrastructure in the Camden Town area.

2.35. "Public Art"

A high quality art feature or features funded by the Owner in accordance with the provisions of this Agreement to be created by a local artist of repute in an area of the Development which is visible and accessible to members of the public.

2.36. "Public Art Group"

A group established at the Owner's expense to discuss and decide upon the design and location of the Public Art this to consist of the following representatives: 2 representatives from the Council, 1 representative from the Camden Town Conservation Area Advisory Committee and three representatives of the Owner

2.37. "the Residents Association"

the Arlington Road Residents Association (contact person - Nick Winterton, 161 Arlington Road, London NW1 7ET).

2.38. "the Recycling Facility Contribution"

The sum of £50,000 (fifty thousand pounds) to be applied by the Council in the event of receipt in the creation of recycling facilities in the Camden Town area.

2.39. "the Site"

The First Property and the Second Property collectively as the same is shown marked in Orange on Plan B.

2.40. "the Traffic
Management Measures
Contribution"

The sum of £1,000 (one thousand pounds) to be applied by the Council in the event of receipt of carrying out such traffic management works and associated works in the vicinity of the site as the Council, responsible, considers necessary as a consequence of the carrying out of the First Development and Second Development including costs incurred in relocating the stopline at the junction of Jamestown Road at its junction with Camden High Street.

2.41. "the Working Group"

a working group the objectives of which shall be to liaise, discuss, advise and where appropriate make recommendations to the Owner on any issue relating to good working practices (with particular reference to the Method Statement and to Council's "Considerate Contractor's Manual") so as to minimise disruption and the environmental effect of activity arising out of the Construction Phase such working practices to include inter alia the following:

- (a) procedures for notifying local residents and business occupiers in advance of major operations and taking steps to minimise disruption

- (b) details of major delivery schedules and any necessary road closures or other amendments to normal traffic arrangements and steps to be taken to minimise disruption
- (c) identification of a representative of the Owner to be a contact for local people to refer to
(the name of such person to be publicised in the local community)
- (d) details of measures to be taken to maintain tidiness and to minimise noise
- (e) Any other matter which the Council reasonably considers is necessary to safeguard the amenity of local residents and businesses.

NOW THIS DEED WITNESSETH as follows:-

- 3. 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 the First Property from the Owner in respect of obligations expressed herein to relate to the First Property and against any person deriving title to the Second Property from the Owner in respect of obligations expressed herein to relate to the Second Property.
- 3.1. This Agreement is entered into pursuant to Section 106 of the Act and each of the obligations created by this Agreement constitutes a planning obligation for the purposes of the said Section 106.
- 3.2. The covenants contained in clauses 6,7,8,10,12 and 15.1 are entered into by the Owner as owner of the First Property and shall be deemed to be binding on the First Property to the exclusion of the Second Property and shall be binding on the Owner and upon persons deriving title to the First Property only in respect of ownership of the First Property

3.3. The covenants contained in clauses 8, 11, 13 and 15, 2 are entered into by the Owner as owner of the Second Property and shall be deemed to be binding on the Second Property to the exclusion of the First Property and shall be binding on the Owner and upon persons deriving title to the Second Property from the Owner only in respect of ownership of the Second Property.

3.4. No person being an owner of the whole of the First Property shall be liable for a breach of the obligations, covenants or undertakings herein contained insofar as the same relate to the First Property which occurs after such person shall have parted with the whole of his interest in the First Property but without prejudice to liability for any subsisting breach prior to parting with such interest and no person being an owner of the whole of the Second Property shall be liable for a breach of the obligations, covenants or undertakings herein contained insofar as the same relate to the Second Property which occurs after such person shall have parted with the whole of his interest in the Second Property but without prejudice to liability for any subsisting breach prior to parting with such interest.

3.5. It is hereby agreed between the parties that (save for the provisions of clauses 1 to 5, 6.1, 16 and 17 below and such parts of Clauses 10 and 11 which relate to obligations to be carried out prior to the Implementation Date all of which shall come into effect on the date hereof) covenants, undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date ALWAYS PROVIDED that such covenants, undertakings and obligations shall only relate to the Owner's ownership of that part of the Site to which they are expressed to relate.

4. The Council hereby agrees to grant the Planning Permissions on the date hereof.

5. If either of the Planning Permissions is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure or expires before it has been implemented this Agreement shall cease to have effect in relation thereto.

6. THE CANAL INFORMATION CENTRE

6.1. Within 6 months of the date of the Agreement the Owner shall prepare the Information Centre Specification and deliver a copy thereof to the Council for the Council's approval.

- 6.2. Forthwith upon the Information Centre Specification being approved pursuant to sub-clause (1) hereof the Owner shall apply for all Consents necessary for the carrying out of works of construction and refurbishment and for the fitting out and equipping of the Lock Keeper's Cottage to provide the Canal Information Centre and to use all reasonable endeavours to obtain such Consents.
- 6.3. The Owner shall commence work to provide the Canal Information Centre and thereafter proceed diligently with the same and complete the Canal Information Centre in a good and workmanlike manner using good quality and sound materials in strict accordance with the approved version of the Information Centre Specification the terms of the Consents and all statutory requirements and the requirements of all competent authorities and to the Council's reasonable satisfaction (as demonstrated by written notice to that effect signed by the Council).
- 6.4. The Owner covenants that the Council shall have the right for itself and its employees and agents at all reasonable times and upon reasonable notice to the Owner to view the state and progress of the provision of the Canal Information Centre provided that the Council shall use its best endeavours to ensure that no material interference is caused to the progress of the provision of the Canal information Centre by the exercise of this right;
- 6.5. a) In the event of the Owner not completing the Canal Information Centre substantially in accordance with the terms of the Information Centre (save to the extent that any variations may have been approved by the Council) the Council may serve notice on the Owner ("the Notice") requiring that the Owner completes such part of the Information Centre Specification as shall be outstanding and such notice shall give the Owner a reasonable period of time to carry out the same.
- b) In the event that the Owner shall consider that the contents of the Notice are incorrect and/or unreasonable the Owner shall be entitled to serve a counternotice ("the Counternotice") on the Council to that effect and in the event of a Counternotice being served the question of whether the Notice was reasonable shall be referred to in an independent Chartered Surveyor ("the Surveyor") to be agreed upon between the parties or to be appointed by the president or secretary for the time being of the Royal Institution of Chartered Surveyors who shall decide as an expert and not as an arbitrator whether such notice served by the Council was reasonable. The fees of the Surveyor shall be paid by the Owner and his decision shall be final and binding.

- c) In the event that the Surveyor shall consider that the Notice was not reasonably served the Council shall withdraw the same. In the event that the Surveyor shall consider that Notice was reasonably served or in the event of the Owner not having served a Counternotice the provisions of the following sub-clause shall apply.
- d) In the event of the Owner failing to comply with the terms of the Notice within the period specified in the Notice (together with any extended period that the Surveyor may deem reasonable) the Council or any persons authorised by the Council after giving reasonable notice to the Owner but without prejudice to all other rights under this Agreement shall be entitled but not obliged to enter upon the Lock Keepers Cottage to execute any works specified in the Notice such works to be carried out in a good and workmanlike manner and the proper costs of such works shall be recoverable as a debt due to the Council from the Owner payable on demand and the Owner shall not prevent or obstruct the Council from exercising its rights under this clause.

6.6. The Owner covenants with the Council that it shall not occupy the B1 Element or allow the B1 Element to be occupied until such time as

- (i) the Canal Information Centre has been completed in accordance with the provisions of clause
- (ii) the Canal Information Centre has opened for operation in accordance with the terms of the version of the Information Centre Management Plan approved by the Council.

6.7. Upon the Canal Information Centre opening for operation the Owner shall ensure that the Canal Information Centre shall thenceforth be retained in operation permanently and managed in strict accordance with the version of the Information Centre Management Plan approved by the Council (unless otherwise agreed in writing between the parties).

7. PROVISION OF THE LANDSCAPING SCHEME

7.1. The Owner hereby covenants at its own cost and expense with the Council to provide the Landscaping Scheme in strict accordance with the requirements of Schedule One hereof and complete the Landscaping Scheme prior to the later of the following two dates namely (i) the date of completion of the First Development and (ii) the date of completion of the Second Development.

- 7.2. The Owner covenants that on completion of the Landscaping Scheme in accordance with the requirements of this Agreement to ensure thereafter that the Landscaping Scheme (including the Pedestrian Access Route) is managed and maintained in strict accordance with the requirements of Schedule Two hereof.

8. THE CONTRIBUTIONS

The Owner covenants with the Council that on or prior to the Implementation Date it shall pay to the Council:-

- (i) The Canal Improvements Contribution
- (ii) The Camden Town Centre Contribution
- (iii) The Recycling Facility Contribution
- (iv) The Public Transport Contribution
- (v) The Traffic Management Orders Contribution

9. THE TRAINING/EMPLOYMENT SCHEME

The Owner shall use all reasonable endeavours to assist the Council in the promotion of New Deal and any other of its training programmes to provide training opportunities for residents of the London Borough of Camden to gain knowledge experience expertise and qualifications and employment at all levels of the commercial retail hotel and leisure sectors in all of its promotional literature in relation to the site and shall also use all reasonable endeavours to include a clause in tenancy agreements requiring tenants and occupiers of the site to use all reasonable endeavours to do likewise by where possible registering vacant positions with the local employment service and advertising them in the local press in order to enable local residents to access jobs with them either through New Deal or directly.

10. OBLIGATIONS DURING THE CONSTRUCTION PHASE IN CONNECTION WITH THE FIRST DEVELOPMENT

THE OWNER hereby covenants with the Council in relation to the First Development:-

- 10.1. Within three months of the Date of this agreement or three months prior to the commencement of the Construction Phase (whichever is earlier) the Owner shall submit the Method Statement to the Council (this to be approved by the Council and the Council shall use reasonable endeavours to approve the Method Statement prior to the commencement of the Construction Phase).

10.2. That from the commencement of the Construction Phase:

- (a) The Owner shall at its own expense establish the Working Group and thereafter manage the Working Group in such a way as to minimise disruption and damage to amenity to local residents and the local community arising from the carrying out of the First Development.
- (b) The Owner shall invite the following to become members of the Working Group;
 - i) up to two representatives of the Resident's Association
 - ii) two representatives of the Council's Environment Department (including one Environmental Health officer)
 - iii) a representative of the Camden Town Community Forum
 - iv) any other person or body nominated by the Council who has a legitimate interest in the management of the Construction Phase.
- (c) The Owner shall at its own expense procure that its project manager for the First Development (and any other appropriate professional representatives of the Owner that the parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group.
- (d) The Owner shall provide suitable facilities for the meetings of the Working Group and shall use all reasonable endeavours to ensure that meetings of the Working Group shall take place at least once every month or at shorter intervals should the Council reasonably require this.
- (e) The Owner shall give seven days written notice of each meeting of the Working Group to all members of the Working Group.
- (f) The Owner shall ensure at its own expense that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner to all members of the Working Group within seven days of each meeting)

- (g) Any member of the Working Group shall be entitled by giving written notice of not less than fourteen days to the other members of the Working Group (except in an emergency in which case notice of 48 hours shall suffice) to call an additional meeting of the Working Group for the purpose of discussing any matter specified in the notice which it considers that the Working Group ought to discuss before the next meeting which would be due in accordance with sub-clause () above.
- (h) Each member of the Working Group shall have one vote on any motion proposed and in the event of the majority of members of the Working Group voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase for the purposes of relieving damage to amenity, the Owner shall (unless adopting such recommendation would entail unreasonable expense or delay) use reasonable endeavours to give effect to implementing such recommendation and in the event of the recommendation not being adopted by the Owner the Owner shall provide the Working Group with written reasons as to why this is the case.
- (i) The Owner shall provide at its own expense a 24 hour telephone complaints service that shall be available to local residents between the hours of 8:00am and 8:00pm (and thereafter for the remainder of the twenty four hour period to a nominated representative of the Residents Association) and the Owner shall use all reasonable endeavours to deal with such complaints and to expeditiously take any steps contingent on such complaints (and shall give the Council written information on a weekly basis about any such complaints received and action taken in respect of them).

10.3. The Owner shall ensure that the Construction Phase shall be undertaken and managed to the Council's reasonable satisfaction in strict accordance with the version of the Method Statement approved by the Council and with the Council's Considerate Contractor Manual and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

11. OBLIGATIONS DURING THE CONSTRUCTION PHASE IN CONNECTION WITH THE SECOND DEVELOPMENT

THE OWNER hereby covenants with the Council in relation to the Second Development:-

11.1. Within three months of the Date of this agreement or three months prior to the commencement of the Construction Phase (whichever is earlier) the Owner shall submit the Method Statement to the Council (this to be approved by the Council and the Council shall use reasonable endeavours to approve the Method Statement prior to the commencement of the Construction Phase).

11.2. That from the commencement of the Construction Phase

- (a) The Owner shall at its own expense establish the Working Group and thereafter manage the Working Group in such a way as to minimise disruption and damage to amenity to local residents and the local community arising from the carrying out of the Second Development.
- (b) The Owner shall invite the following to become members of the Working Group;
 - i) up to two representatives of the Resident's Association
 - ii) two representatives of the Council's Environment Department (including one Environmental Health officer)
 - iii) a representative of the Camden Town Community Forum
 - iv) any other person or body nominated by the Council who has a legitimate interest in the management of the Construction Phase.
- (c) The Owner shall at its own expense procure that its project manager for the Second Development (and any other appropriate professional representatives of the Owner that the parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group.
- (d) The Owner shall provide suitable facilities for the meetings of the Working Group and shall use all reasonable endeavours to ensure that meetings of the Working Group shall take place at least once every month or at shorter intervals should the Council reasonably require this.
- (e) The Owner shall give seven days written notice of each meeting of the Working Group to all members of the Working Group.

- (f) The Owner shall ensure at its own expense that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner to all members of the Working Group within seven days of each meeting)
- (g) Any member of the Working Group shall be entitled by giving written notice of not less than fourteen days to the other members of the Working Group (except in an emergency in which case notice of 48 hours shall suffice) to call an additional meeting of the Working Group for the purpose of discussing any matter specified in the notice which it considers that the Working Group ought to discuss before the next meeting which would be due in accordance with sub-clause () above.
- (h) Each member of the Working Group shall have one vote on any motion proposed and in the event of the majority of members of the Working Group voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase for the purposes of relieving damage to amenity, the Owner shall (unless adopting such recommendation would entail unreasonable expense or delay) use reasonable endeavours to give effect to implementing such recommendation and in the event of the recommendation not being adopted by the Owner the Owner shall provide the Working Group with written reasons as to why this is the case.
- (i) The Owner shall provide at its own expense a 24 hour telephone complaints service that shall be available to local residents between the hours of 8:00am and 8:00pm (and thereafter for the remainder of the twenty four hour period to a nominated representative of the Residents Association) and the Owner shall use all reasonable endeavours to deal with such complaints and to expeditiously take any steps contingent on such complaints (and shall give the Council written information on a weekly basis about any such complaints received and action taken in respect of them).

11.3. The Owner shall ensure that the Construction Phase shall be undertaken and managed to the Council's reasonable satisfaction in strict accordance with the version of the Method Statement approved by the Council and with the Council's Considerate Contractor Manual and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

12. PROVISION OF THE PUBLIC ART

- 12.1. The Owner shall ensure that the Public Art shall be incorporated in the Development prior to the occupation of the B1 Element.
- 12.2. The design and siting of the Public Art shall be in accordance with the recommendations of the Public Art Group.
- 12.3. The Owner shall establish the Public Art Group and ensure that it meets at regular intervals and the costs of establishing and managing the Public Art Group and any design and publicity costs not exceeding £1500 (one thousand five hundred pounds) shall be borne by the Owner.
- 12.4. The Owner shall;
- (i) pay all reasonable design costs associated with the creation of the Public Art.
 - (ii) pay any artist's reasonable preparatory costs incurred in creating the Public Art (this sum to be a maximum of £3,000 (three thousand pounds))
 - (iii) pay the full costs of erecting the Public Art (this sum to be a maximum of £25,000 (twenty five thousand pounds))
- 12.5. The Owner shall ensure (at its own expense) that the process leading up to the creation of the Public Art shall be documented to the Council's reasonable satisfaction, such documentation to be subsequently kept permanently on display in the Canal Information Centre or at such other appropriate display centres as the Council may nominate.
- 12.6. Without prejudice to clause hereof, notwithstanding the provisions of this clause 12 the Owner shall not be required to pay in excess of £30,000 in complying with the obligations contained in such clause.

13. THE HOTEL TRAFFIC MANAGEMENT PLAN

Prior to the implementation of the Second Development the Owner shall submit the Hotel Traffic Management Plan to the Council for approval and on completion of the Second Development the Owner shall manage the Second Development in strict accordance with the terms of the version of the Hotel Management Traffic Plan approved by the Council.

14. THE GREEN TRAVEL PLAN

- 14.1. Prior to the date of Implementation of the First Development the Owner shall submit a Green Travel Plan for the First Development to the Council for approval and in drawing up such plan the Owner shall use all reasonable endeavours to ensure that such plan shall incorporate provisions addressing the elements set out in the Third Schedule hereto.
- 14.2. Prior to the date of Implementation of the Second Development the Owner shall submit a Green Travel Plan for the Second Development to the Council for approval and in drawing up such plan the Owner shall use all reasonable endeavours to ensure that such plan shall incorporate provisions addressing the elements set out in the Third Schedule hereto.
- 14.3. After the date when any part of the First Development is occupied the Owner shall use all reasonable endeavours to ensure that the First Development is managed in accordance with the terms of the version of the Green Travel Plan approved by the Council in respect of the First Development.
- 14.4. After the date when any part of the Second Development is occupied the Owner shall use all reasonable endeavours to ensure that the Second Development is managed in accordance with the terms of the version of the Green Travel Plan approved by the Council in respect of the Second Development.

15. COMPLETION OF THE DEVELOPMENT WITHIN A SPECIFIED PERIOD

- 15.1. The Owner covenants that it shall complete the implementation the First Development in strict accordance with the terms and conditions of the First Permission and the Consents within 7 years of the date of this Agreement.
- 15.2. The Owner covenants that it shall complete the implementation of the Second Development in strict accordance with the terms and conditions of the Second Permission and within 7 years of the date of this Agreement.

16. NOTICE TO THE COUNCIL/OTHER MATTERS

- 16.1. The Owner shall give written notice to the Council on or prior to the commencement of the Construction Phase specifying that the Construction Phase has commenced or is about to commence.
- 16.2. 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.

- 16.3. The Owner shall give written notice to the Council on or prior to the date of the implementation of the First Development specifying that implementation of the First Development has taken or is about to take place.
- 16.4. The Owner shall give written notice to the Council on or prior to the date of the implementation of the Second Development specifying that implementation of the Second Development has taken or is about to take place.
- 16.5. The Owner shall give written notice to the Council on or prior to the Occupation Date specifying that occupation of the Development has taken or is about to take place.
- 16.6. The Owner shall give written notice to the Council on or prior to the date any part of the B1 Element is occupied for any purpose specifying that occupation of the B1 Element has taken or is about to take place.
- 16.7. The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and that it shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein.
17. IT IS HEREBY AGREED AND DECLARED by the parties hereto that:-
- 17.1. This Agreement 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
- 17.2. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval 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, Sites and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP and in the case of notice or approval to the Owner shall be addressed to its registered offices for the time being.

- 17.3. Payment of each of the Contributions shall be made by the Owner sending the full amount payable in the form of a Banker's Draft or Solicitors client account cheque within the time specified in this Agreement to the Council together with a letter specifically referring to the name date and parties to the Agreement and citing the clause of the Agreement to which the Contribution relates such letter and identifying which portion of the amount relates to any sum calculated to take account of inflation in accordance with the terms of this Agreement to be addressed to the Finance and Business Unit, Environment Department, Camden Town Hall, Argyle Street, London WC1H 8EQ.
- 17.4. This Agreement shall be registered as a Local Land Charge but subject to the provisions of Clause 4.2 hereof.
- 17.5. 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.
- 17.6. The Owner hereby covenants with the Council that it will within 28 days from the date hereof lodge its Land or Charge Certificates in relation to the First Property and Second Property with HM Land Registry and apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such titles to show the entry of this Agreement in the Charges Register of the title to the First Property and Second Property.
- 17.7. 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 the Owner 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.
- 17.8. Any sums referred to in this Agreement as payable or to be applied by the Owner 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 being equal to the original sum payable multiplied by a figure being a fraction of which All Items Index of Retail Prices ("the AIIRP") figure published by the Central Statistical Office at the date hereof is the denominator and the last AIIRP figure published before the date such payment or application is made less the last published AIIRP figure at the date hereof is the numerator.

DATED

3rd August

2001

**THE MAYOR AND THE BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

-and-

SUFFOLK WHARF LIMITED

DEED OF VARIATION

Relating to the Agreement dated March 1999
Between the Mayor and the Burgesses of the
London Borough of Camden and
Suffolk Wharf Limited under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
Suffolk Wharf, Jamestown Road &
287 -289 Camden High Street, London NW1.

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Ref: CLS/PLAN/PSS/DEED/SUFFOLK1

Tel: 0207 974 1947
Fax: 0207 974 2713

THIS AGREEMENT is made on the

3rd day of August

2001

BETWEEN (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of the Town Hall Judd Street London WC1H 9LP ("the Council") and (2) SUFFOLK WHARF LIMITED (Company Registration Number 3344197) whose registered office is situated at Suite 3, Cavendish Court, Wigmore Street, London W1H 0JK ("the Owner")

WHEREAS

1. The Council and Owner entered into an Agreement dated 15th March 1999 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)
 - 1.1 The Owner is registered at HM Land Registry as the freehold proprietor of the site with Title Absolute under Title number NGL771156 and NGL 771156 and Barclays Bank Plc registered a financial charge dated 18th December 2000 over the Property on 9th January 2001 and has consented to the Owner entering into this Agreement by letter, a copy of which is appended hereto
 - 1.2 The Council is the local planning authority for the purposes of the Act
 - 1.3 The Owner is interested in the site for the purposes of Section 106(9) of the Act
 - 1.4 On the 3rd July 2000 the Owner submitted to the Council a new planning application in respect of the site which was given reference PE9900702/R3 to vary the planning permission dated 15.3.1999 (Registered No. PE9700702/R3)) for the redevelopment of the eastern part of the site by retention of the Lock Keepers Cottage for use as a canal information centre and café and the erection of a four-storey building for mixed A1, A3 and B1 comprising alterations to the elevations, fenestration, shopfront, balustrading, terraces, roof plant and the omission of the approved canopy over the pedestrian area as well as the discharging of part of Condition 1 of the said planning permission relating to approval of details of balustrades, shop fronts, as shown on drawing numbers: 100C, 101G, 102H, 103G, 104G, 105G, 106F, 107G, 109G, 110H, 111H, 112H, 205G, 300F, 301F, 302F, 500A, 501A, 504B, 505B, 560A, 561A,
 - 1.5 This Agreement is made by virtue of the Town and Country Planning Act 1990 Section 106 (as amended) and is a planning obligation for the purposes of that section

- 1.6 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided:

2. INTERPRETATION

- 2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Agreement save where the context otherwise dictates and for the avoidance of any doubt the Existing Agreement shall remain in full force and effect save as varied by this Agreement

- 2.2 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it

- a. "Existing Agreement" the section 106 agreement under the Town and Country Planning Act 1990 (as amended) dated 15th March 1999 made between the Council and the Owner.

- 2.3 Where in this Agreement reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of the existing Agreement

- 2.4 Headings are for ease of reference only and are not intended to be construed as part of this Agreement and shall not be construed as part of this Agreement and shall not effect the construction of this Agreement.

- 2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa

- 2.6 References in this Agreement to the Owner and Mortgagee shall include their successors in title

3. VARIATION TO THE EXISTING AGREEMENT

The following definitions contained in the Existing Agreement shall be varied as follows:

3.1 "The First Development"

Redevelopment of the First Property by the erection of a four-storey building to accommodate A3 Food and Drink Use on the ground floor, A1 retail use on part of the ground and first floors, B1 Business Use on the upper floors and use of the former lock-keeper's cottage as a canal information centre and cafe as shown on drawing nos. 100B, 101C, 102D, 103D, 104D, 105D, 106D, 107D, 108D, 109D, 110E, 111E, 112E and 113C as varied by the Application registered under PE9900702/R3 for the redevelopment of the eastern part of the site by the erection of a four-storey building for mixed A1, A3 and B1 comprising alterations to the elevations, fenestration, shopfront, balustrading terraces, roof plant and the omission of the approved canopy of over the pedestrian area as well as the discharging of part of condition 1 of the said planning permission relating to approval of details of balustrades, shopfronts, the canopy attached to the commercial building and any structure related to it. As shown on drawing numbers: 100C, 101G, 102G, 103G, 104G, 105G, 106F, 107G, 109G, 110H, 111H, 112H, 205G, 300F, 301F, 302F, 500A, 501A, 504B, 505B, 508A, 561A

3.2 "The First Planning Permission"

A planning permission granted for the First Development in respect of the First Property under reference number PE970072R3 as varied by the planning permission under reference number PE9900702/R3, to be issued by the Council in the form of the draft annexed hereto

3.3 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

4. **PLANNING PERMISSION PE9700702R3**

- 4.1 On execution of the Agreement the Owner covenants with the Council not to implement or permit the implementation of Planning Permission Reference number PE9700702R3 on the First Property save as the same is varied by Planning Permission PE9900702/R3.

5. **PAYMENT OF THE COUNCIL'S LEGAL COSTS**

The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement

6. **REGISTRATION AS LOCAL LAND CHARGE**

- 6.1 This Agreement shall be registered as a Local Land Charge

7. **PLANNING PERMISSIONS**

Forthwith upon the exchange of this Agreement the Council will issue a Planning Permission on the form of the draft annexed hereto

IN WITNESS whereof the Council has caused its Common Seal to be affixed and the Owner and Mortgagee have caused this Agreement to be executed as a Deed the day and year first above written.

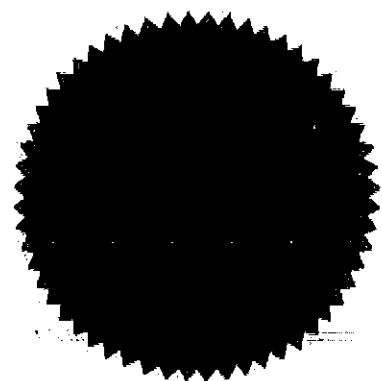
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN
was hereunto affixed by Order:-

.....
Duly Authorised Officer

EXECUTED AS A DEED by
SUFFOLK WHARE LIMITED
acting by:-

.....
Director

.....
Secretary



Clearway Code:
4230

BARCLAYS

Sorting Code:
20-66-82

Patil Mail Corporate Banking Group
60 Patil Mail
P O Box 15161
LONDON SW1A 1QA

TO HM LAND REGISTRY

County and District :

Landlords Title Number : NGL 771156 & NGL 771158

Registered Proprietor : SUFFOLK WHARF LIMITED

We, Barclays Bank Plc, as proprietors of a charge dated 18th December 2000 registered on 9th January 2001 in respect of the property at Suffolk Wharf by this letter consent to Suffolk Wharf Limited entering into a Deed of Variation of the section 106 agreement entered into between the London Borough of Camden and Suffolk Wharf Limited on 15th March 1999 such Deed of Variation being in the form of the draft annexed to this letter.

For And On Behalf Of
BARCLAYS BANK PLC



TOM WELSH
RELATIONSHIP DIRECTOR

Sally Hayward

From: Kate Hazelwood [KHazelwo@starbucks.com]
Sent: 05 April 2007 09:56
To: Jim Tarzey
Cc: Adele Reast-Duggan; Paul Williams
Subject: RE: Camden Information service touch screens. (Our ref: BRS.0102)

Thanks Jim – could you please obtain a copy of the section 106 Agreement for us? We need to understand our obligations as a Tourist Information Centre and who we should liaise with regarding this on an ongoing basis. Please advise fee for doing so so I can raise PO.

How long is this likely to take?

Thanks

Kate

Kate Hazelwood
Property Portfolio Manager
Starbucks Coffee Company (UK) Ltd
Tel 020 7878 4957 Fax 020 7878 1199

From: Jim Tarzey [mailto:jim.tarzey@ppg-llp.co.uk]
Sent: 04 April 2007 19:29
To: Kate Hazelwood
Cc: Adele Reast-Duggan; Paul Williams
Subject: FW: Camden Information service touch screens. (Our ref: BRS.0102)

Kate,

Apologies for the delay in responding but I have had to retrieve old files from our archive.

I do not have a copy of the original Section 106 Agreement, although I do have the original planning permission of the same date (15th March 1999).

You will recall that the Lock Keepers Cottage, now occupied by Starbucks, was part of a bigger scheme at Suffolk Wharf for an overall mixed use development. As part of this scheme, the use of the former Lock Keepers Cottage as a canal information centre was secured.

The use of the Lock Keepers Cottage as a canal information centre was secured by the associated Section 106 Agreement.

When Starbucks were considering taking the store in June 2002 (and when I was at RPS), we wrote to Camden Council and secured their 'in principle' agreement that the proposed alterations by Starbucks would not change the way in which the Tourist Information Centre would be run. It had previously been occupied by Soho Coffee Shop, on the basis that the Council had obviously agreed that the coffee shop element was ancillary to the principal use of the building as a Tourist Information Centre.

In planning terms, the situation has not changed since Starbucks' occupation. If the Tourist Information use or signs were to be removed in their entirety, this would require a complete change of use planning permission for the building and a supplemental variation to the existing Section 106 Agreement.

In respect of the outdoor seating, we have recently had acknowledgement that the renewal application, submitted on 29th March 2007, has been duly received.

I trust this helps to clarify matters.

Kind regards

Yours sincerely

Jim Tarzey

17/04/2007

Partner

From: Kate Hazelwood [mailto:KHazelwo@starbucks.com]
Sent: 04 April 2007 10:19
To: Jim Tarzey; Paul Williams
Cc: Sue Corrigan; Anita Landey
Subject: RE: Camden Information service touch screens.

Hi Jim – any news on this please? I haven't seen anything come through.
Thanks
Kate

Kate Hazelwood
Property Portfolio Manager
Starbucks Coffee Company (UK) Ltd
Tel 020 7878 4957 Fax 020 7878 1199

From: Jim Tarzey [mailto:jim.tarzey@ppg-llp.co.uk]
Sent: 09 February 2007 15:47
To: Kate Hazelwood; Paul Williams
Cc: Sue Corrigan
Subject: RE: Camden Information service touch screens.

I dealt with it Kate

You are correct.

I thought it was condition.

Sue, please check our outdoor seating file. If not there we will have to order for Kate and charge lpa costs.Ok
Kate?

Jim

From: Kate Hazelwood [mailto:KHazelwo@starbucks.com]
Sent: 09 February 2007 11:49
To: Paul Williams; Jim Tarzey
Subject: FW: Camden Information service touch screens.

Paul / Jim,
Do you have a copy of the s.106 agreement for the Camden Lock (Lock Keeper's Cottage) store please? I believe it puts obligations on us to provide an information centre and RPS dealt with this initially. Any details you have would be useful please. If you don't have a copy, could you please obtain?
Thanks
Kate

Kate Hazelwood
Property Portfolio Manager
Starbucks Coffee Company (UK) Ltd
Tel 020 7878 4957 Fax 020 7878 1199

From: Adele Reast-Duggan
Sent: 01 February 2007 09:34
To: Kate Hazelwood
Subject: FW: Camden Information service touch screens.

Hi Kate

Please could you ask Nigel to look at the lease for Phil

Thanks

Adele Reast-Duggan
Head of Existing Stores

17/04/2007

Starbucks Coffee Company
11 Heathmans Road
Parsons Green
London
SW6 4TJ
Tel. 0207 878 4956

From: Phil Burnett (UK)
Sent: 01 February 2007 09:25
To: Adele Reast-Duggan
Subject: Camden Information service touch screens.

Hi Adele,

Do you have an update for me on our contractual obligations for the information service we supply via touch-screens in our Camden store.

Thanks

Phil

17/04/2007



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Details Page for Planning Application - PE9700702R3

Site Address Suffolk Wharf, Jamestown Road and 287-289 Camden High Street
NW1

Application Progress Summary

Application Registered 03-11-1998

Comments Until

Date of Committee

Decision Grant Full Planning Permission (conds) 15-03-1999

Appeal Lodged Grant Full Planning Permission (conds)

Appeal Decision

Application Details

Application Number PE9700702R3

Site Address Suffolk Wharf, Jamestown Road and 287-289 Camden High Street
NW1

Application Type Full Planning Permission

Development Type Camden Dataload - used for defaulting

Proposal Redevelopment of the eastern part of the site by the erection of a four-storey building to accommodate class A3 (food and drink) on the ground floor, class A1 (retail) on part of the ground and first floors, class B1 (business purposes) on the upper floors. Use of the former lock-keeper's cottage as a canal information centre, as shown on drawing numbers: 100B, 101C, 102D, 103D, 104D, 105D, 108D, 107D, 108D, 109D, 110E, 111E, 112E, 113C.

Current Status FINAL DECISION

Applicant Suffolk Wharf Ltd.,

Agent Fibben Fox Associates Ltd.,

Wards Chalk Farm (pre 2002)

Location Co ordinates Easting Northing

Parishes	
OS Mapshoot	
Appeal Submitted?	No
Appeal Decision	
Case Officer / Tel	Jenny Reid (LEFT)
Division	
Planning Officer	Jenny Reid
District	
Recommendation	
Determination Level	Planning & Environment Sub Committee
Existing Land Use	Sui-generis, Warehousing
Proposed Land Use	Business, Food and drink, Hotel, Shop, Sui-generis

Location Map

**There are no features
found in layer search**

Other Information Available for Planning Application - PE9700702R3[Application Dates](#)[Application Checks](#)[View Site Plan](#)[View Related Documents](#)[Consultees Details](#)



ENVIRONMENT

Development Control
Planning Services
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND
Tel 0171 278 4444
Fax 0171 314 1976

Fibben Fox Associates Ltd.,
Attn: M. Soanes REF: 2142/AP1,
31 The Broadway,
Woodford Green,
Essex
IG8 0HQ

Application No: PE9700702R3
Case File: H11/35/D

15th March 1999

**CERTIFIED A TRUE COPY
OF THE ORIGINAL**

Denton Hall 15.3.99
DENTON HALL
FIVE CHANCERY LANE
CLIFFORD'S INN
LONDON EC4A 3BU
TEL: 071-242 1212

Dear Sir(s)/Madam

DECISION

Town and Country Planning Act 1990
Town and Country Planning (General Development Procedure)
Order 1995
Town and Country Planning (Applications) Regulations 1988

PERMISSION FOR DEVELOPMENT - Subject to Conditions

Address :
Suffolk Wharf, Jamestown Road and 287-289 Camden High Street
NW1

Date of Application : 03/11/1998

Proposal :

Redevelopment of the eastern part of the site by the erection of a four-storey building to accommodate class A3 (food and drink) on the ground floor, class A1 (retail) on part of the ground and first floors, class B1 (business purposes) on the upper floors. Use of the former lock-keeper's cottage as a canal information centre, as shown on drawing numbers: 100B, 101C, 102D, 103D, 104D, 105D, 106D, 107D, 108D, 109D, 110E, 111E, 112E, 113C,

The Council has considered your application and decided to grant permission subject to the following conditions:

Standard condition:

The development hereby permitted must be begun not later than the expiration of five years from the date of this permission.

Standard Reason:

In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

Director Mark Gilks BA(Hons), M.Soc.Sc., MRTPI



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London WC1H 8ND

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Additional conditions:

- 1 The details of the elevations and facing materials to be used on the building shall not be otherwise than shall have been submitted to and approved by the Council before any work on the site is commenced. These should include detailed drawings at scale 1:50, with details at scale 1:5 as appropriate, including windows, entrances, balustrades, shopfronts, the free-standing canopy, the canopy attached to the commercial building and any structures related to it.
- 2 Details of the proposed roof plant shall not be otherwise than as shall have been submitted to and approved by the Council before any work on the site is commenced
- 3 No other external plant shall be provided on the site without details having been submitted to and approved by the Council.
- 4 The lighting and signage to be used in association with the development hereby approved shall not be otherwise than as shall have been submitted to and approved by the Council before any work on the site is commenced
- 5 No development shall take place until full details of hard and soft landscaping and means of enclosure of all unbuilt, open areas have been submitted to and approved by the Council's Environment (Development Control) Sub-Committee.
- 6 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details, prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.
- 7 Details of the provision for access for disabled persons in compliance with the provisions of Section 4 of the Chronically & Sick and Disabled Persons Act 1970 and the 1985 Building Regulations (as amended by the Building (Disabled People) Regulations 1987) shall not be otherwise than as shall have been approved by the Council before any work on the site is commenced

Director Mark Gilks BA(Hons), M.Sc., MRTP



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Argyle Street
London WC1H 8ND

Tel 0171 278 4444
Fax 0171 314 1975

- 8 The office accommodation hereby approved shall be built to B1 (c) standards and permanently retained as such.
- 9 The restaurant uses hereby permitted shall not be carried out outside the following times - 08.00 hours to 24.00 hours daily.
- 10 The second-floor flat roof area at the east end of the site shall be used only for the purposes of maintenance.
- 11 The glazing shown on the drawings hereby approved as being obscured shall be provided and permanently retained as such.
- 12 The development shall not be occupied before screens to the roof terraces have been erected in accordance with details which shall have been submitted to and approved by the Council.
- 13 No music shall be played on the premises in such a way as to be audible within any adjoining premises or on the adjoining highway.
- 14 The use hereby permitted shall not begin until full details of the scheme for the ventilation of and the extraction of fumes from the premises to an adequate outlet level, including details of sound attenuation for any necessary plant have been submitted to and approved by the Council and the development shall not be carried out otherwise than in accordance with any approval given.
- 15 At 1 metre outside the windows of any neighbouring habitable room the level of noise from all plant and machinery shall be at all times at least 5 decibels below the existing background noise levels (expressed in dab) at such locations. Where the noise from the plant and machinery is tonal in character the differences in these levels shall be at least 10 dB(A).
- 16 Before the restaurant use commences all plant and machinery shall be sound attenuated and isolated from the structure in accordance with a scheme to be submitted to and approved by the Council such that the use can be carried out without detriment to the amenity of adjoining or surrounding premises.



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Argyle Street
London WC1H 8ND

Tel 0171 278 4444
Fax 0171 314 1975

- 17 All plant hereby approved in connection with the A3 uses shall only be operated during the restaurant opening hours.

Reasons for additional conditions:

- 1 To ensure that the Council may be satisfied with the external appearance of the building.
- 2 To ensure that the Council may be satisfied with the external appearance of the building.
- 3 To safeguard the appearance of the premises and the character and amenity of the immediate area.
- 4 To ensure that the Council may be satisfied with the external appearance of the building.
- 5 In order that the Council may give consideration to the details of the proposed development.
- 6 To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme.
- 7 In order to ensure compliance with the terms of the Act and Regulations; and there is a statutory requirement to provide sanitary conveniences for people with disabilities in compliance with the provisions of Section 4 of the Chronically Sick and Disabled Persons Act 1970 and the 1985 Building Regulations (as amended by the Building (Disabled People) Regulations 1987). You are advised to consult the Streets Management Building Control Section, Camden Town Hall, Argyle Street WC1H 8EQ. (tel:0171 413 6100)
- 8 In order that the development may comply with the Council's policies in respect of employment uses.
- 9 To safeguard the amenities of the adjoining premises and the area generally.
- 10 To safeguard the amenities of the adjoining premises.
- 11 To safeguard the amenities of the adjoining premises.
- 12 To safeguard the amenities of the adjoining premises.

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Planning Services
London Borough of Camden
Town Hall
Angyle Street
London WC1H 8ND

Tel 0171 278 4444
Fax 0171 314 1975

- 13 To safeguard the amenities of the adjoining premises and the area generally.
- 14 To safeguard the amenities of the adjoining premises and the area generally.
- 15 To safeguard the amenities of the adjoining premises and the area generally.
- 16 To safeguard the amenities of the adjoining premises and the area generally.
- 17 To safeguard the amenities of the adjoining premises and the area generally.

Informatives (if applicable)

- 1 The applicant is reminded that the part of the building which is to be use for Class B1 (Business purposes), as defined in the Town and Country Planning (Use Classes) Order 1987, should be constructed in such a way and to a suitable standard to provide adequate facilities for the use of this space by the full range of land uses falling within that use class. As agreed in the letter from your agents Fibbins Fox and CZWG Architects in letters dated 23/1/98 and 22/1/98 respectively, you will provide details of the standards to be adopted in the development to the Local Planning authority.
- 2 You are advised that condition 9 means that no customers shall be on the premises and no activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.
- 3 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Traffic Management Service (tel: 071-860 5629) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.



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London WC1H 8ND

Tel 0171 278 4444
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- 4 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 licences for any part of the structure which overhangs the public highway (including footway). Licences may be obtained from the Council's Highways Service located at Camden Town Hall, Argyle Street, WC1H 8EQ. (tel: 0171-278 4444).
- 5 Your attention is drawn to the need to consult the Council's Waste Management Service, Camden Town Hall, Argyle Street London, WC1H 8EQ, (tel: 071-278 4444) regarding arrangements for the disposal of refuse.
- 6 Works of construction and ancillary activity should not take place other than between the hours of 08.00am to 18.00 pm on Monday to Friday and 08.00am to 13.00pm on Saturday, with no working on Sunday or Bank Holidays, in order to comply with locally enforced standards.
- 7 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Street Environment Service (Recycling) on 0171 485 1553.
- 8 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.
- 9 The applicants are strongly encouraged to undertake a BREEAM assessment of the B1 part of the development.

This application was dealt with by Jenny Reid on 0171 860 5809.

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

Yours faithfully

Environment Department

(Duly authorised by the Council to sign this document)

CR



ENVIRONMENT

Development Control
Planning Services
London Borough of Camden
Town Hall
Angile Street
London WC1H 8ND
Tel 0171 278 4444
Fax 0171 314 1975

Fibben Fox Associates Ltd.,
Attn: Graham Murdock
REF: 2142/API,
31 The Broadway,
Woodford Green,
Essex
IG8 0HQ

Application No: LE9700703R2
Case File: H11/35/D

1st March 1999

Dear Sir(s)/Madam

DECISION

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

GRANT LISTED BUILDING CONSENT - Subject to Conditions

Address : 289 Camden High Street, Part of Suffolk Wharf, NW1

Date of Application : 27/01/1999

Proposal :

Alterations in connection with use of the former lock-keeper's cottage as a canal information centre with ancillary retail/cafe.

As shown on drawing numbers> 1097/096A, 098C

The Council has considered your application and decided to grant consent subject to the following conditions;

Standard condition:

The development hereby permitted must be begun not later than the expiration of five years from the date on which this consent is granted.

Standard Reason:

In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990

Additional conditions:

- 1 Before any work is undertaken in pursuance of this consent to demolish any part of the building, steps shall be taken and works shall be carried out in accordance with the approved structural engineers' drawings.

Director Mark Gilks BA(Hons), M.Sc., MRTP



ENVIRONMENT

Development Control
Planning Services
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 0171 278 4444
Fax 0171 314 1975

- 2 The works hereby approved are only those specifically indicated on the drawing(s) referred to above.
- 3 That all new works and works of making good to the retained fabric, whether internal or external, shall be finished to match the adjacent work with regard to the methods used and to material, colour, texture and profile.
- 4 Detailed drawings or samples, as appropriate, in respect of the following shall be submitted to and approved by the local planning authority before the relevant part of the work is begun:
 - a) details of new glazed balustrades, including material samples and fixing details;
 - b) details of new perimeter fencing;
 - c) structural engineer's details, specification and method statement in respect of new wall opening at ground floor level.

Reasons for additional conditions:

- 1-4 In order to safeguard the special architectural and historic interest of the building.

This application was dealt with by Jenny Reid on 0171 860 5809.

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

Yours faithfully

M.W. Gilks To

Environment Department
(Duly authorised by the Council to sign this document)

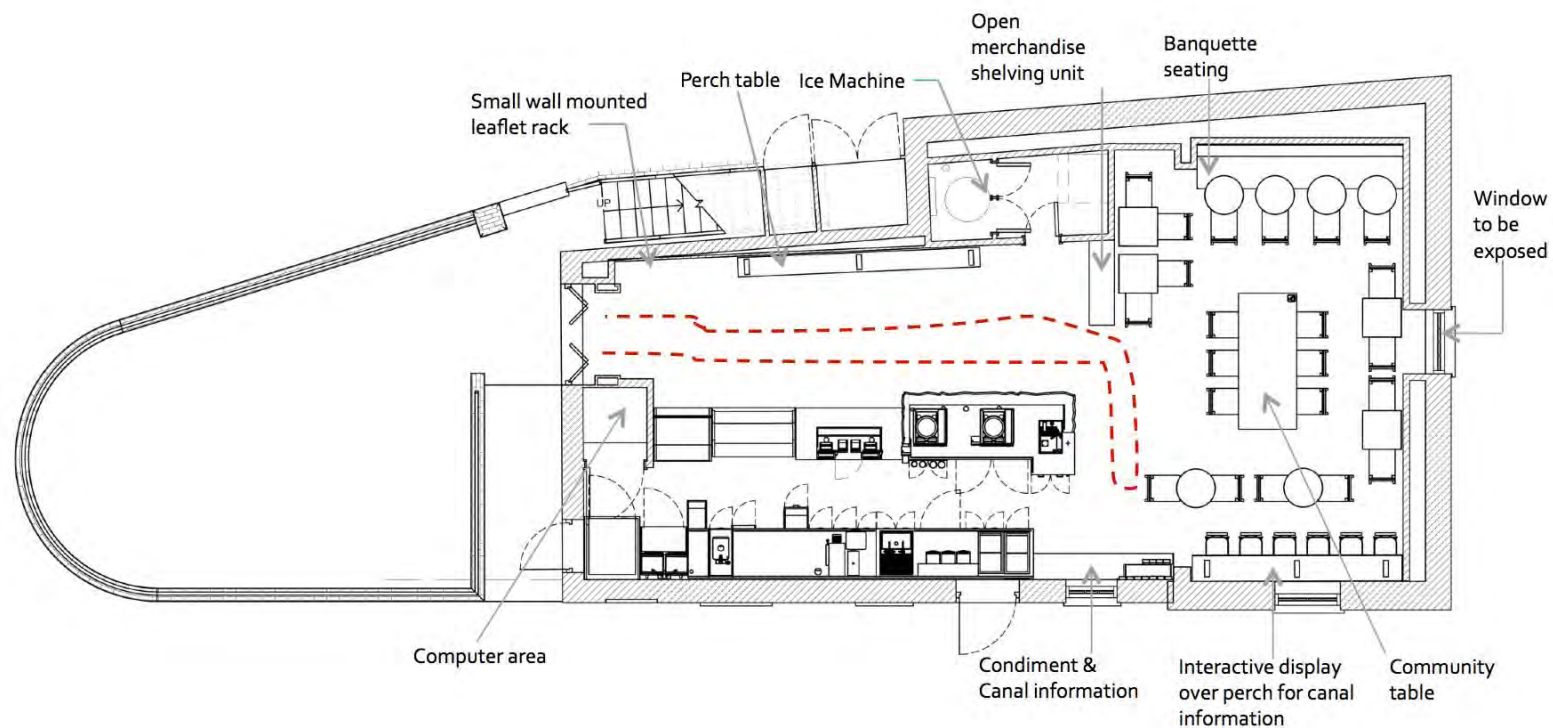
Director Mark Gilks BA(Hons), M.Soc.Sc., MRTPI

APPENDIX 2

GROUND FLOOR LAYOUT PLAN (DRG. NO. BRS.0102_03-1)

KEY

----- Customer Journey



Ground Floor Layout Plan

	EXISTING	PROPOSED
Cafe Area (Including Bar)	85 Sq M	85 Sq M
Internal Seats	35	32
Internal Tables	xxx	14
External Seats	25	0
External Tables	9	0

Lockkeepers Cottage,
Suffolk Wharf,
Camden

Ground Floor Layout Plan

Starbucks Coffee Company (UK) Ltd

www.pegasuspg.co.uk
Team JRT/CEL
12th October 2012
NTS @A4

APPENDIX 3

EMAIL RESPONSE FROM STARBUCKS (RETAIL) IN RESPECT OF INTRODUCTION OF SECONDARY ENTRANCE

From: Catherine Stimpson
Sent: 12 September 2012 09:31
To: Simon Williets
Subject: FW: Lock Keeper's Cottage - Camden

Hi Simon

Sorry – I thought I had sent this reply but found it in my drafts mailbox so here it is again....

I would be concerned about introducing a second door to the store from a store operations perspective – it will disrupt the customer flow and cause unnecessary confusion for customers as to how they enter and exit the store and would add no benefit to either customers or partners. Furthermore in winter, the store may get very cold with the constant opening/closing of another door – impacting the customer and partner experience.

If you would like me to add further comments, let me know.

Thanks

Catherine

From: Simon Williets
Sent: 31 August 2012 12:14
To: Catherine Stimpson
Subject: Lock Keeper's Cottage - Camden

Catherine,

Following a meeting I recently attended with Camden Planning Department, we were asked to consider whether, from an Operations point of view, Starbucks would be able to accept the introduction of a second door, in the back right corner through what is currently a window?

Putting aside planning issues, as this is a sensitive Listed building, I would be grateful if you could give me the benefit of your thoughts.

Regards

Simon Williets
Asset Manager
Starbucks Coffee Company (UK) Limited
Building 4, Chiswick Park,
566, Chiswick High Road,
London W4 5YE
Direct Dial: 020 8834 5325
Mobile: 07957 773051
Email: simon.williets@starbucks.com

APPENDIX 4

DESIGN PRESENTATION FOR CAMDEN LOCK KEEPERS COTTAGE/CANAL INFORMATION CENTRE



Design Presentation

Project Name : Camden Lock Keepers Cottage/ Canal Information Centre

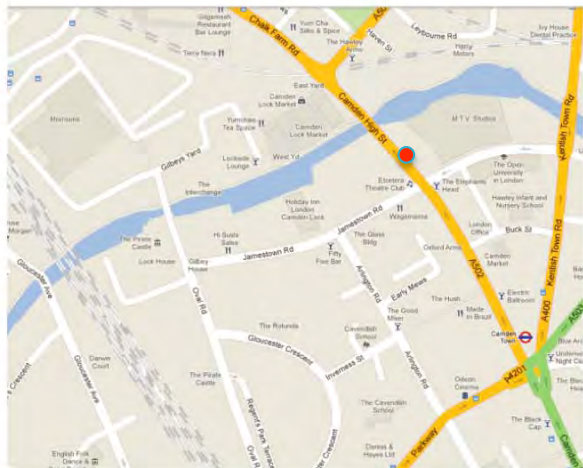
Project Address : 289 Camden High St,

Construction Manager: Dan Wilton

Design Manager: Lynn Day



Camden Lock



The Site

Camden High Street is lively and vibrant, well known for its colourful highly idiosyncratic shopfronts with large models fixed to the exteriors. Chain stores and independent retailers sit side by side to create an exciting and individual Shopping experience.

Camden is well known for its markets. Camden Lock Market, by the canal, was the original craft market, established in 1974, but now has a much wider spectrum of goods on sale. From this the market scene developed with the growth of other markets such as the popular Camden Stables Market, centre of the alternative fashion scene, Camden (Buck Street) Market, Camden Lock Village and Inverness Street Market.

Design Intent

The store is located in the Grade 2 listed lock keepers cottage situated on Camden Lock itself, in the heart of Camden. The building also performs a separate function as an information centre for the community and tourists alike.

As an information centre the store has to comply with local authority legislation to display information and leaflets about the surrounding area and implement an appropriate management regime. The existing wall graphics are very uninspiring and arguably of little relevance to the immediate area. By combining the required local information, the Starbucks store and the Regents Canal into one continuous wall graphic it will mirror the individuality of the surrounding area.

The Opportunity

The interior of the store can reflect the character of the colourful high street and also provide a service beyond that of a café alone to become an information hub for Camden.

Location



Camden Lock



The Site

Camden High Street is lively and vibrant, well known for its colourful highly idiosyncratic shopfronts with large models fixed to the exteriors. Chain stores and independent retailers sit side by side to create an exciting and individual Shopping experience.

Camden is well known for its markets. Camden Lock Market, by the canal, was the original craft market, established in 1974, but now has a much wider spectrum of goods on sale. From this the market scene developed with the growth of other markets such as the popular Camden Stables Market, centre of the alternative fashion scene, Camden (Buck Street) Market, Camden Lock Village and Inverness Street Market.



Local Area



Camden Lock



Design Intent

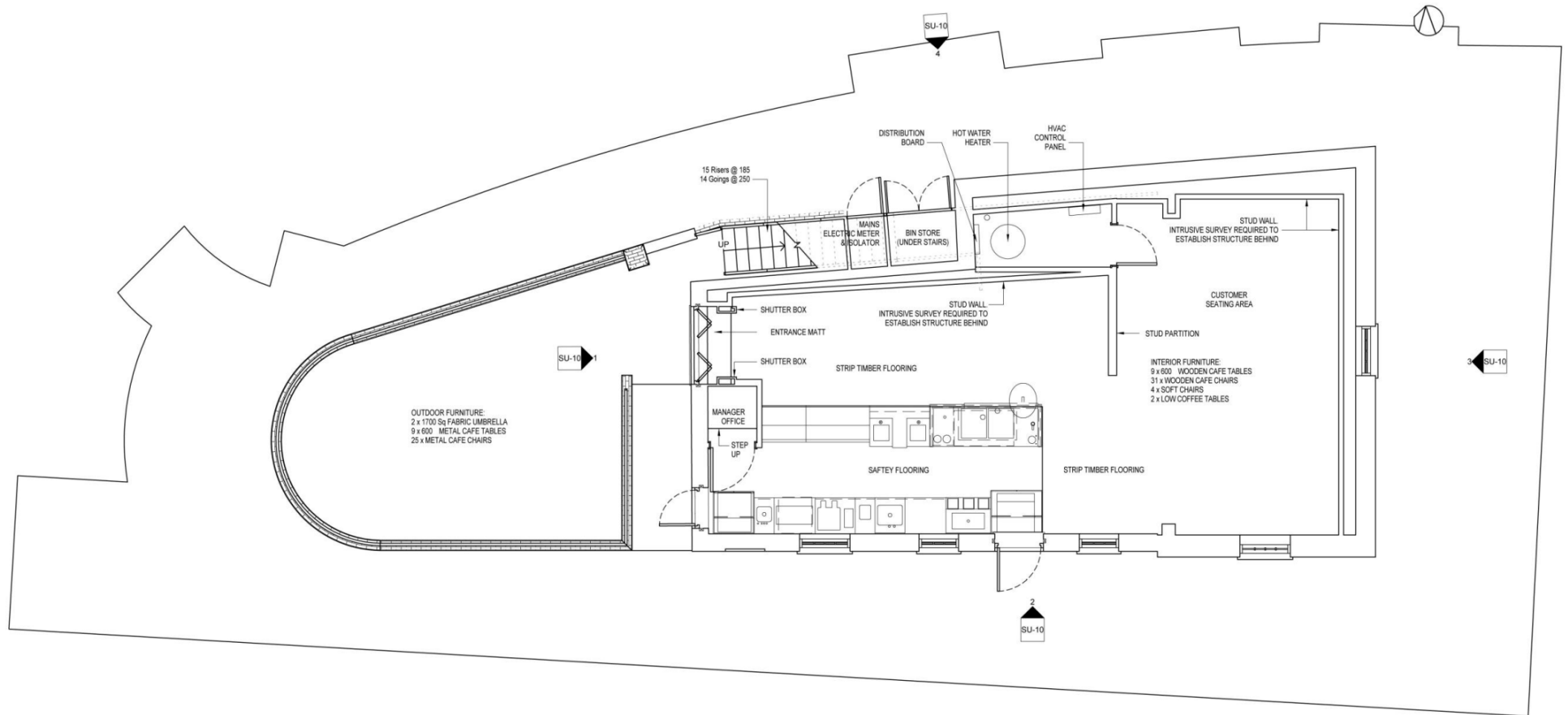
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Existing Store



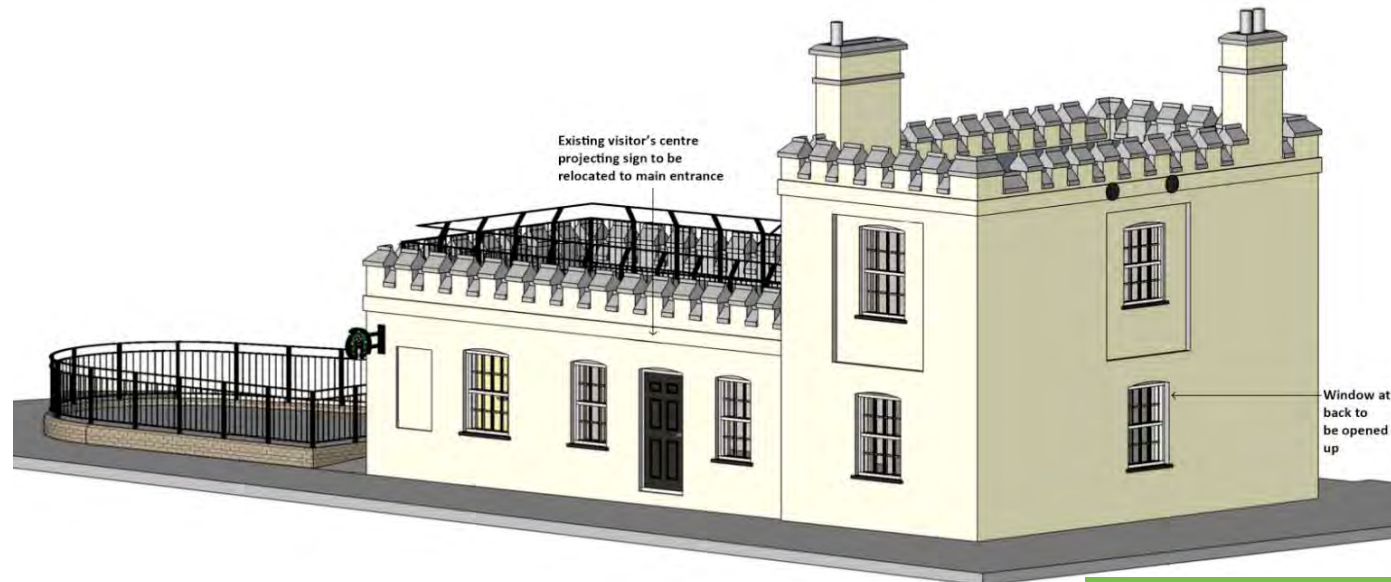
Camden Lock



Existing Store Plan



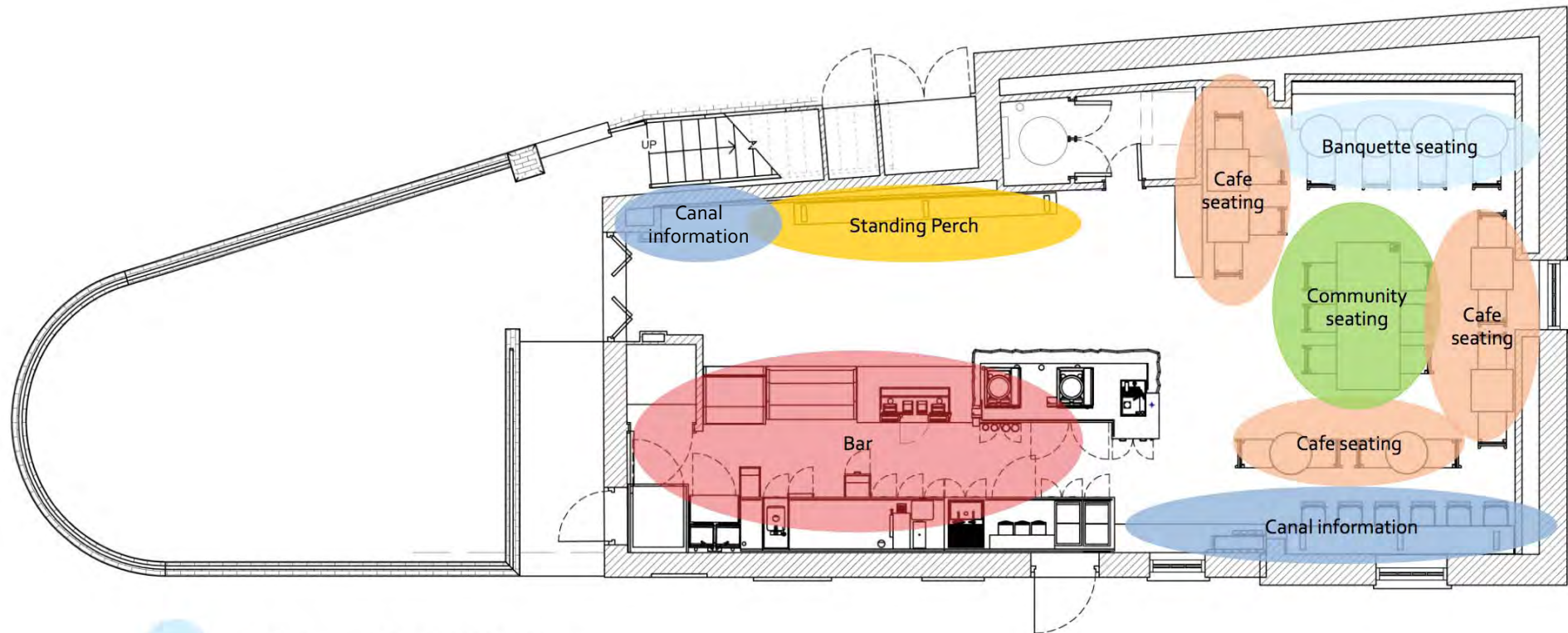
Camden Lock







Proposed Storefront



Camden Lock

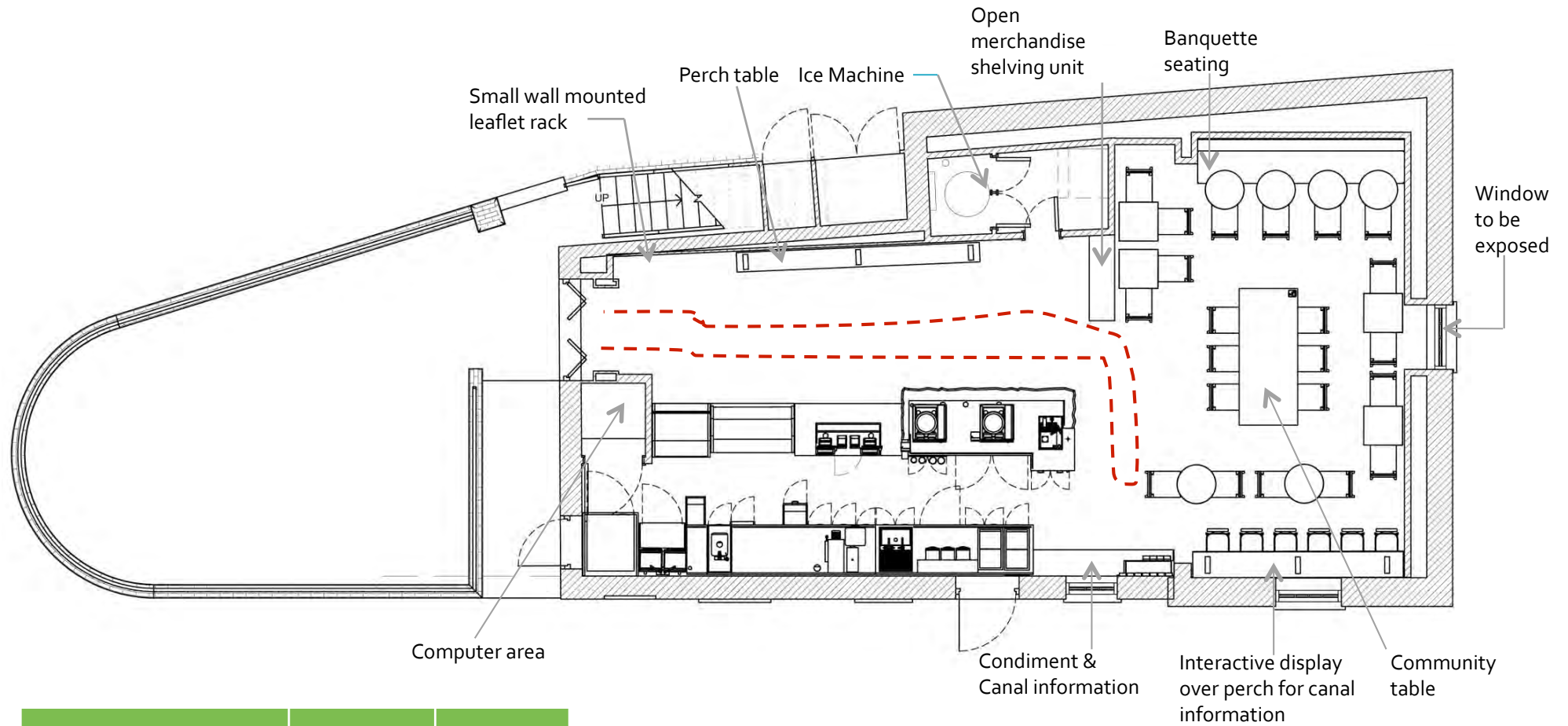


-  Coffee regulars & treat seekers
-  Coffee regulars and canal enthusiasts
-  Meeting area for canal information centre visitors and other groups
-  Canal information

Zoning Plan



Camden Lock



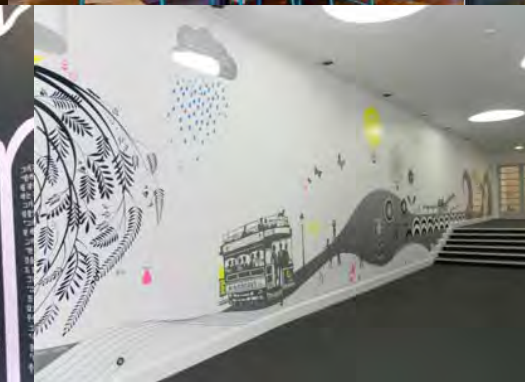
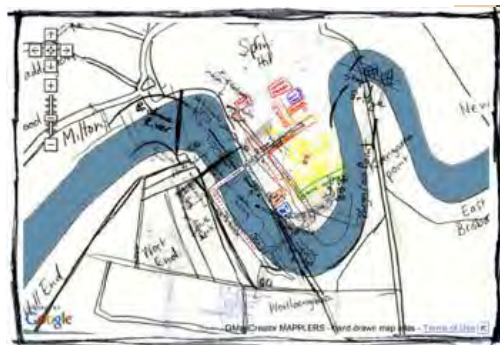
	EXISTING	PROPOSED
Cafe Area (Including Bar)	85 Sq M	85 Sq M
Internal Seats	35	32
Internal Tables	xxx	14
External Seats	25	0
External Tables	9	0

--- CUSTOMER JOURNEY

Schematic



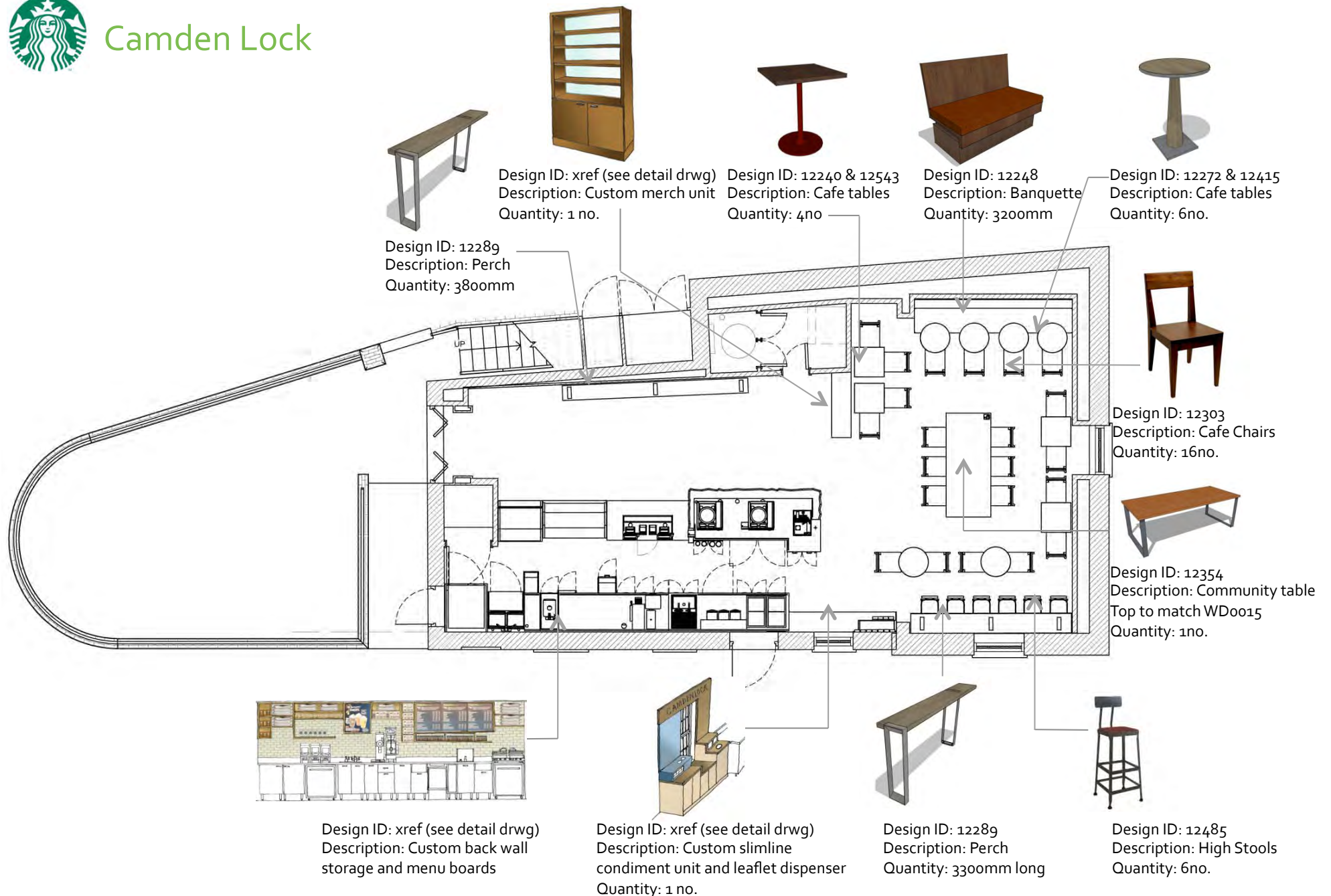
Camden Lock



Inspiration



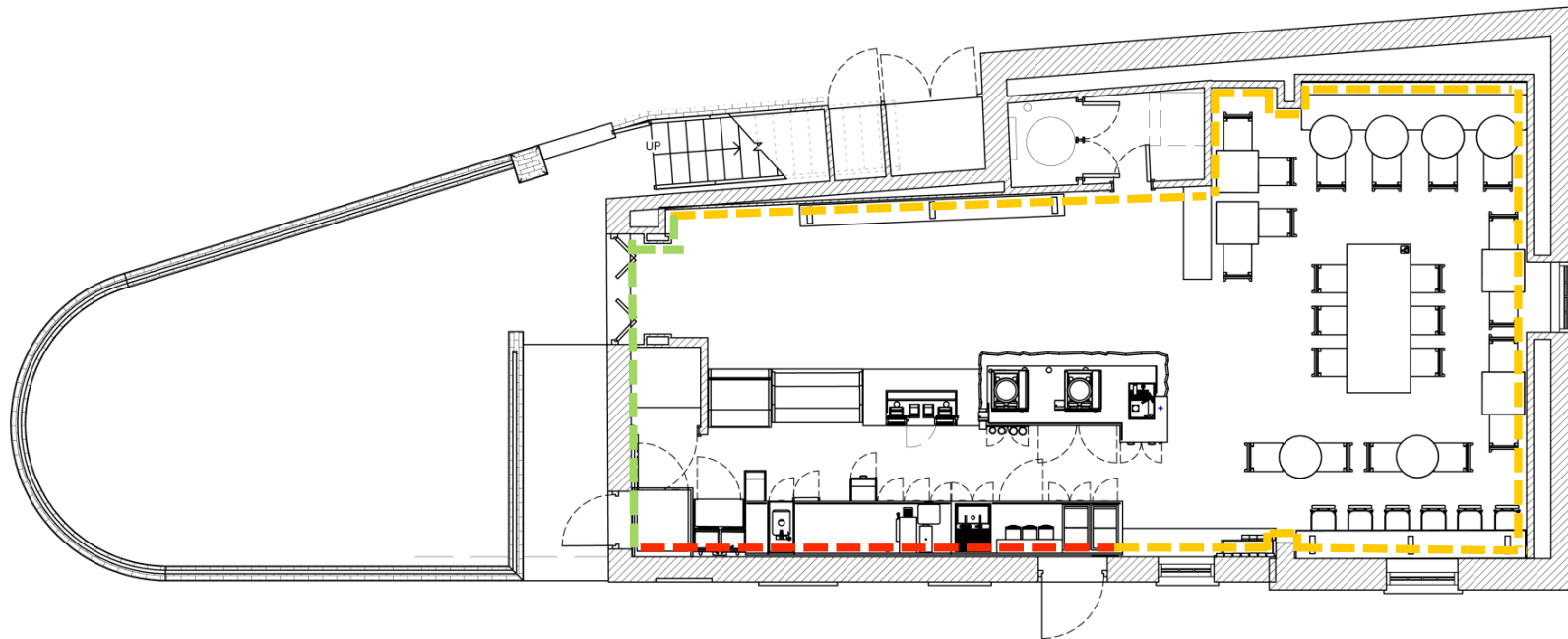
Camden Lock



Palette - Furniture



Camden Lock

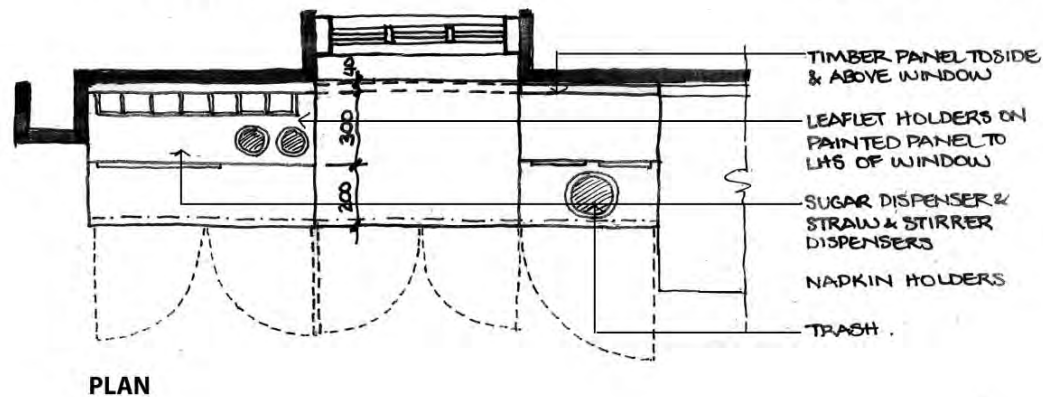
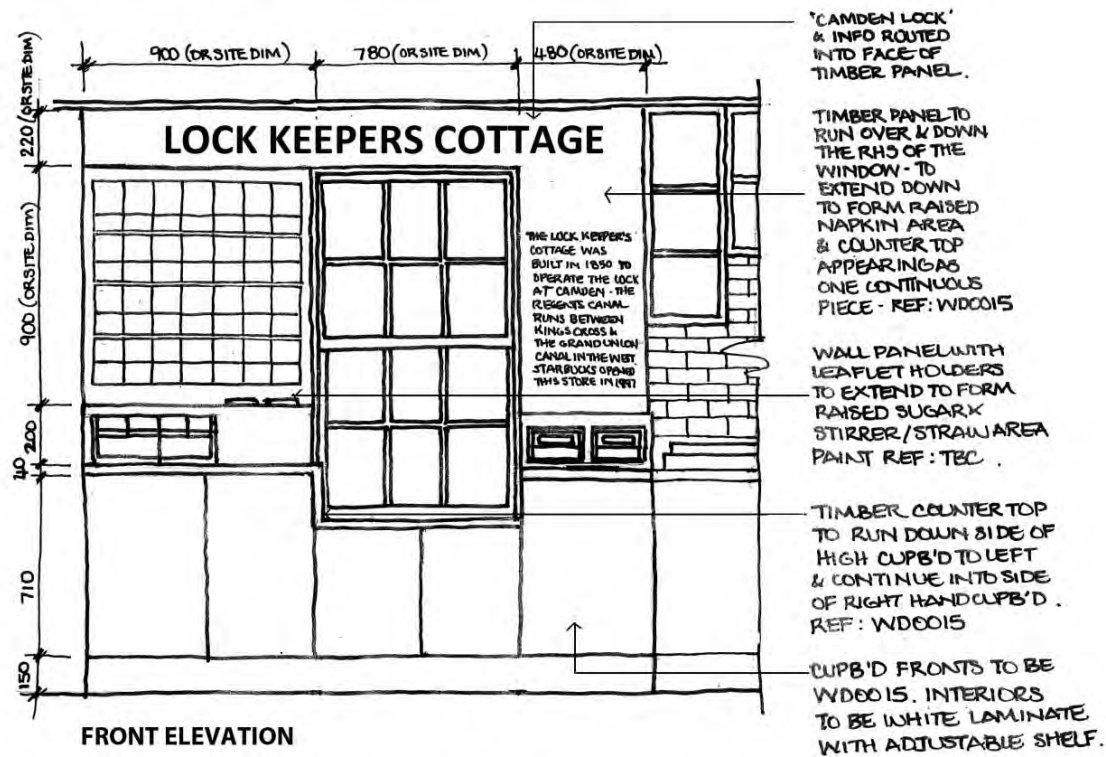


- Extent of wall graphics – Graphics applied direct to walls by IGMA Artwork supplied by SB. Wainscot below to ref: 12215 Light brown fibre cement to 800mm high
- Paint Finish Ref: P550
- Back bar tile Ref: Jade Handmade 75 x 150mm by Tons of Tiles 01752 696812

Palette - Walls



Camden Lock



SKETCH



Camden Lock



Visual

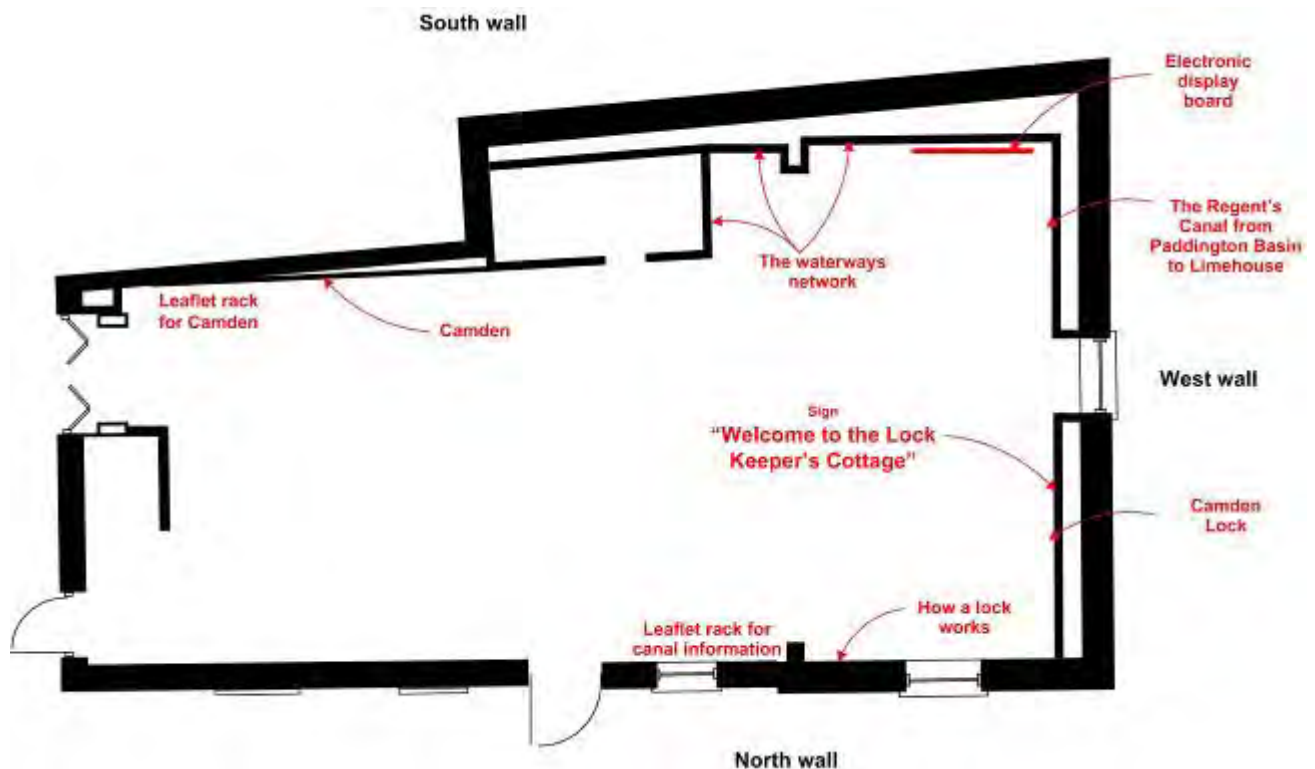
APPENDIX 5

THEMES DOCUMENT FOR REGENT'S CANAL INFORMATION CENTRE (RCIC)

Regent's Canal Information Centre (RCIC)

1. Space available

The general plan of Starbucks/RCIC, after removal of the south partition and the opening of the west window, is shown in the plan below. The serving counter and tables have been omitted for clarity.



The west end of the building is reserved for canal information. This includes the western part of the south wall, the west wall and the western end of the north wall. The themes proposed for these walls are shown on the plan and described further in the following sections.

The eastern end of the south wall, opposite the serving counter, is reserved for information on Camden and this part will be used by Starbucks.

2. The Waterways Network

The Regent's Canal forms part of a 2,000 mile network that spans the whole country. The wall backing onto the store room and part of the south wall would be devoted to this theme and include:

- A map of the network
- The main organisations involved, their contact details and websites
- Canal activities

3. The Regent's Canal from Paddington Basin to Limehouse

The southern half of the west wall would be devoted to the Regent's Canal as a whole.

The idea of a large map of the canal stretching throughout the building, wrapping across or around the windows, is an attractive one. However, this may not be achievable, given the limited space above the windows. The need for a map remains, but it may have to be more schematic if it is to be contained within this space.

The aim would be to create an eye-catching colourful map that is informative yet uncluttered. Features of particular interest can be enlarged and highlighted in bubbles or by other means.

4. Camden Lock

The north side of the west wall would have Camden Lock as its theme. There would be a sign "Welcome to the Lock Keeper's Cottage" at the head of the display.

The display would include the following:

- A visually attractive schematic map showing the main features, both heritage and more recent, in the canal reach from the railway bridge to Kentish Town Lock
- Information on the Lock Keeper's Cottage
- Boat trips and other activities on the canal.

Owing to the limited space available, there would be a note referring visitors to the electronic display (and possibly flip books and websites) for further information.

5. How a lock works

The western window of the north wall looks out onto Hampstead Road Lock. This is an appropriate location for a wall panel that illustrates how a lock works.

The opposite side of the window could explain the scars on the roving bridge cast iron parapet, caused by the operation of the locks during the horse-drawn era. Alternatively there could be a canal noticeboard in this space.

6. Electronic display

Given the limitations on wall space and the desire to avoid cluttering the walls with too much information, it is proposed that much of the information of interest to visitors be displayed on a screen in the form of an automated changing display of "storyboards", each relating to a theme or feature associated with the Regent's Canal.

A storyboard would include an image and text, and may include animation. The contents of the storyboards can change over time and they can be rotated and

replaced quite easily. Typically there could be some 30 storyboards, automatically rotated at 15-20 second intervals. Two examples of storyboards are shown at the end of this document.

7. Leaflet rack

The leaflet rack would provide visitors with additional information on societies concerned with canals and inland waterways, activities such as boat trips, the London Canal Museum, canal walks, etc.

A further possibility in this area is one or more laminated flip books, chained to the wall. These would suit visitors who want to read about things in more detail and at their own pace.

8. Murals

The aim for murals, maps and other information, is that every word should be readable from the centre of the seating area. If this is impractical, then at least every heading should be readable from the centre. If people are interested in individual subjects then they can move closer to the mural to see the detail.

9. Storyboards

Two examples of storyboards are shown on the next pages. Other possible themes that are currently being worked up include:

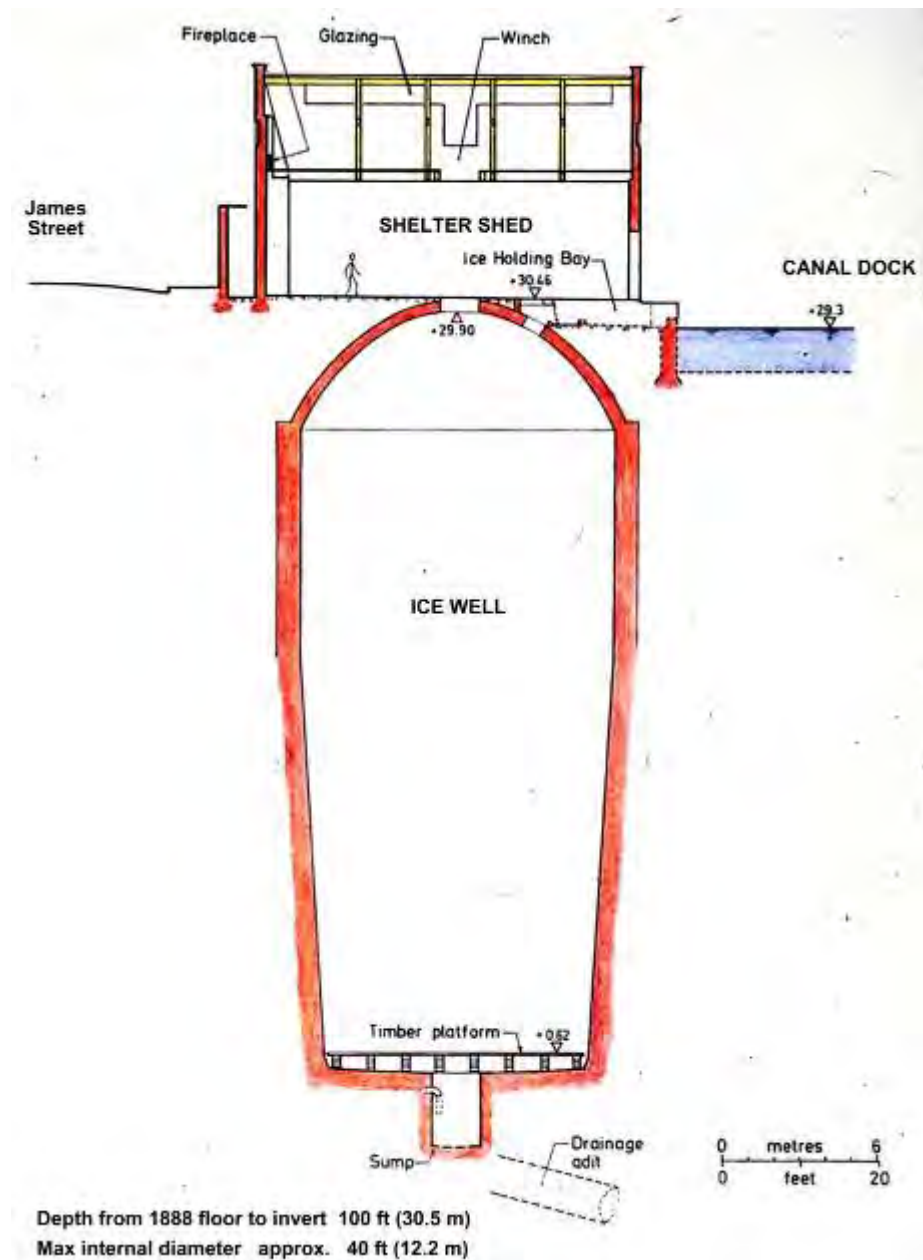
- Thames lightering and barging up to Camden
- Hampstead Road Lock
- The Lock Keeper's Cottage
- The Roving Bridge
- Grooves on cast iron parapet of Roving Bridge
- Arrival of the railway
- Canal interchange with road and rail
- The Interchange Building
- Bridges
- Dingwall's Yard and Camden Lock – early days
- Walker's Quay and boat trips along canal
- Horses and the towpath
- Pirate Castle and watersports
- Wildlife on canal
- London Canal Museum
- How a lock works

Dead Dog Hole (or Interchange Dock)



- **The dock served the railway for goods interchange with road and rail from 1846**
- **It was enlarged in 1856 to hold six barges**
- **Its evocative popular name reflects a location at the end of 19 km between locks, allowing debris to accumulate here.**

Ice well



- Starting early in 19C ice was brought by sea from Norway to Limehouse and up the Regent's Canal to Camden Town
- Two ice wells were dug in the 1830s at the ice wharf and basin on the south side of Hampstead Road lock.
- The larger well was reported to be the largest in London at 100 feet deep and holding about 2400 tons of ice
- The well is located at the Ice Works in Jamestown Road. An information panel provides its dimensions and history.