

DATED

11 SEPTEMBER

2012

**(1) PROFESSOR NEIL MACFARLANE and  
DENNIS WRIGHT and PAUL RUSSELL**

**and**

**(2) UNITY TRUST BANK PLC**

**and**

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

**A G R E E M E N T**  
**relating to land known as**

**15 TO 27 (odd) BRITANNIA STREET  
LONDON WC1X 9JP**

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

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G:\case files\culture & env\planning\lmm\s106 Agreements\Britannia Street 15-27  
(HC, CF, CMP, SMP, TP, EnvC, EmptC, HCC, POSC, LL, LP, SMP, SUSE, SP, EEP))  
CLS/COM/LMM/1685.1614  
s106 (FINAL)



THIS AGREEMENT is made the 11<sup>th</sup> day of September 2012

**BETWEEN:**

- i. **PROFESSOR NEIL MACFARLANE, DENNIS WRIGHT and PAUL RUSSELL** all of 15-27 Britannia Street London WC1X 9JP (hereinafter called "the Owner") of the first part
- ii. **UNITY TRUST BANK PLC** (Co. Regn. No. 1713124) whose registered office is at Nine Brindleyplace Birmingham B2 2HB (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**1. WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL578712 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 13 June 2012 and the Council resolved to grant permission conditionally under reference number 2012/3082/P subject to conclusion of this legal Agreement.
- 1.4 A Conservation Area Consent Application for the demolition of part of the existing building on the Property was submitted to the Council and validated on 13 June 2012 and the Council resolved to grant consent conditionally under reference number 2012/3084/C.

- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL578712 and dated 17 August 2006 is willing to enter into this Agreement to give its consent to the same.

## 2. **DEFINITIONS**

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

- |     |   |   |
|-----|---|---|
| 2.1 | "the Additional Training and Employment Contribution" | the sum of £14,000 (fourteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt in conjunction with the Kings Cross Construction Centre to promote education and opportunities for jobs and employment to training within the London Borough of Camden |
| 2.2 | "the Act"   | the Town and Country Planning Act 1990 (as amended)   |

- 2.3 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.4 "Approved University" in each academic year shall mean the following:-
- (a) in the first instance the University of the Arts London; or
  - (b) in the second instance any other higher education institution funded by the Higher Education Funding Council for England (or its successor body) such institution to be located wholly or partially in the London Borough of Camden or its adjoining boroughs
- ALWAYS PROVIDED that in order for (b) above to apply the Owner must first provide on an annual basis and prior to students occupying the Development for that academic year written evidence to the Council for approval (as evidenced by written notice to that effect) to evidence that the Owner has used all reasonable endeavours to secure as many students from the University of the Arts London as possible
- 2.5 "Business Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
- 2.6 "Business Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay

- 2.7 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect project manager or agent certifying that the Development has been completed
- 2.8 "the Commercial Element" the performance space/gallery and one Class B1 office unit in basement forming part of the Development together with any ancillary commercial use arising from the Student Accommodation
- 2.9 "Community Access and Engagement Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of use by the local community and community groups of the performance area forming part of the Commercial Element of the Development as shown on Plan 3 annexed hereto when not required by the occupiers of the Development such plan to include the following:-
- (a) hours of operation and times the facilities would be available for community use;
  - (b) mechanisms to ensure the local community and community groups are charged at a minimum the operating costs for the use of the performance space and no profit is made by the Owner in;
  - (c) provision of a liaison contact by the Owner to coordinate use of the facilities by the local community;

- (d) the arrangements which the Owner will make to publicise the availability of the community space to community groups

2.10 "the Conservation Area Consent"

a conservation area consent granted for the Development substantially in the draft form annexed hereto

2.11 "Conservation Area Consent Application"

a conservation area consent application in respect of the partial demolition of existing buildings at the Property submitted to the Council and validated on 13 June 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/3084/C subject to conclusion of this Agreement

2.12 "Construction Management Plan"

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

- (a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely

effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

- (b) incorporation of the provisions set out in the First Schedule annexed hereto
- (c) incorporation of the provisions set out in the Second Schedule annexed hereto
- (d) proposals to ensure there are no adverse effects on the features of the Conservation Area
- (e) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (f) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (g) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for

monitoring and reviewing as required  
from time to time

2.13 "the Construction Phase"

the whole period between

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

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

2.14 "the Council's Considerate Contractor Manual"

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

2.15 "the Development"

- (i) Planning Permission  
redevelopment of site (involving the retention of  
facades facing Britannia St and Wicklow St,  
retention of eastern blocks adjoining railway line,  
demolition of remainder of site, alterations and  
extensions, and change of use from offices  
(Class B1)) and erection of a mixture of 5 - 6  
storey high blocks to provide Sui Generis  
student accommodation (226 bedrooms) with  
associated performance space / gallery,  
communal areas and an external courtyard and  
2 roof terraces; two Class C3 studio flats facing  
Wicklow Street; and one Class B1 office unit in  
basement as shown on drawing numbers:- (00)  
001A, 002A, 003A, 004A, 005A, 006A, 007A,  
101A, 102A; (20) 000B, 001C (accessible rooms  
plan), 001C (proposed ground floor plan), 002B,  
003D, 004D, 005C, 006C, 007E, 008B, 100D,

101C, 104A, 102A, 103A, 200B, 201C; (25) 000B; Design and Access Statement by Carey Jones; Construction Management Plan by Watkin Jones; Ecological Assessment by Greengage; Energy Statement by GDM; Noise and Vibration Assessment by PDA; Phase One Preliminary Risk Assessment by Tier Consult; Service Management Plan by ADL Transport; Student Management Plan by Fresh Student Living; Sustainability Statement and BREEAM Pre-assessment by Icen; Transport Statement by ADL Transport and Travel Plan by ADL Transport

(ii) Conservation Area Consent  
partial demolition of existing buildings (involving the retention of facades facing Britannia St and Wicklow St, and retention of eastern blocks adjoining railway line) as shown on drawing numbers:- (00) 001A, 002A, 003A, 004A, 005A, 006A, 007A, 101A, 102A; (20) 102A and 103A.

- 2.16 “the Employment Contribution” the sum of £55,000 (fifty five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to mitigate the loss of an employment opportunity at the Property
- 2.17 “the Environmental Contribution” the sum of £95,000 (ninety five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various pedestrian

cycle and public realm improvements in the vicinity of the Development

2.18 “the Existing Building”

the entire building sited on the Property as at the date of this Agreement save for the retention of facade facing corner of Britannia Street and Wicklow Street and the retention of the eastern blocks adjoining the railway line

2.19 “the Healthcare Contribution”

the sum of £67,944 (sixty seven thousand nine hundred and forty four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt towards the provision of health care facilities and the promotion of healthy living within both:-

- (a) the vicinity of the Development; and
- (b) the London Borough of Camden

2.20 “the Highways Contribution”

the sum of £56,050 (fifty six thousand and fifty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out works to the public highway and associated measures (“the Highways Works”) these to include costs associated with the following:-

- (a) removal or reduction in width of two crossovers;
- (b) repavement of the footway surrounding the Property; and

(c) any other works the Council acting reasonably requires as a direct result of the Development

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

2.21 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act (and for the avoidance of doubt shall include the demolition of the Existing Building) and references to "Implementation" and "Implement" shall be construed accordingly

2.22 "King's Cross Construction"

the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

2.23 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.24 "Local Procurement Code"

the code annexed to the Third Schedule hereto

2.25 "Occupation Date"

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

2.26 "the Parties"

mean the Council the Owner and the Mortgagee

2.27	"Plan 1"	the plan annexed hereto marked "Plan 1" showing the Property
2.28	"Plan 2"	the plan annexed hereto marked "Plan 2" showing the Student Accommodation
2.29	"Plan 3"	the plan annexed hereto marked "Plan 3" showing the performance area for the purposes of Clause 2.9
2.30	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 13 June 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/3082/P subject to conclusion of this Agreement
2.31	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.32	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.33	"the Property"	the land known as 15 to 27 (odd) Britannia Street London WC1X 9JP the same as shown shaded grey Plan 1

- 2.34 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.35 "the Public Open Space Contribution" the sum of £112,115 (one hundred and twelve thousand one hundred and fifteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or the obtaining of land to make public open spaces in the vicinity of the Development including the Wicklow Street Playground where appropriate
- 2.36 "the Renewable Energy and Energy Efficiency Plan" a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-
- (a) the incorporation of the measures set out in the submission document entitled *Energy Statement; Britannia Street Student Accommodation London WC1X 9JP* and dated May 2012 by GDM;
  - (b) details of how the Owner will further reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use reasonable endeavours to target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of

complementary low and zero carbon technologies;

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

achieved in the Development and will be maintainable in the Development's future management and occupation; and

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

2.37 "the Residential Element" the Student Accommodation and two studio flats facing Wicklow Street;

2.38 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

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

2.40 "Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of deliveries and servicing to the Property securing the minimisation of conflicts between service vehicles and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;

- (b) details of the person(s) responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (i) details of arrangements for refuse storage and servicing; and
- (j) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

- 2.41 "Student" any full time student on a higher education course at an Approved University or student within the Summer User Group and reference to "Students" shall be construed accordingly
- 2.42 "the Student Accommodation" the student units within the Development to be used as only as student accommodation the same as is shaded grey on Plan 2
- 2.43 "the Student Accommodation Requirement" a requirement that the Student Accommodation shall be occupied for no purpose other than as housing available for letting to students of an Approved University ALWAYS PROVIDED THAT during the months of June, July, August and part of September being the summer holiday period for a period of no more than 20 weeks within any given year the Student Accommodation may be occupied by students of an Approved University or students within the Summer User Group
- 2.44 "Student Management Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation to include (but not be limited to) the following:-
- (a) incorporation of the elements set out in the "Code of Practice for the Management of Student Housing: The Universities UK Code of Practice for University Managed Student Accommodation" as amended from time to time;

- (b) measures to ensure the behaviour of Students both on and off the Property causes minimum impact on or disruption to local residents;
- (c) provision of a designated community contact in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible point of reference if local residents wish to raise any issues;
- (d) measures taken to ensure movements of Students when they move into the Property at the start of each scholastic year and then move out of the Property at the end of each scholastic year are coordinated and minimise any impact arising from the same; and
- (e) a disciplinary procedure for instances where antisocial behaviour arises on or off the Property;
- (f) provisions for policing incidents of noise and anti-social behaviour both on and off the Property; and
- (g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

#### 2.45 “the Summer User Group”

any student enrolled in an education course during the months of June July August and part of September the duration of which is no more

than 20 weeks in any given year at an institution approved by the Council in writing

2.46 "the Sustainability Plan"

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

- (a) include a Building Research Establishment Environmental Assessment Method 2008 multi-residential assessment of the Student Accommodation obtaining at least a Very Good or Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (b) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (c) an Eco Homes Assessment with a target of achieving at a Very Good and attaining at least 60% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property;

- (d) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (e) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.47 "the Training and Employment Contribution"

the sum of £3,000 (three thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to promote education and opportunities for jobs and employment to training within the London Borough of Camden

2.48 "the Travel Plan Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to

securing an ongoing process of continuous improvement

2.49 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Fourth Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan at least once every year following the initial substantial review referred to in (b) above ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;
- (d) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Where under this Agreement any approval consent or agreement is required to be given by the Parties such approval consent or agreement shall not be unreasonably withheld or delayed.

- 3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" in accordance with Clause 4.16 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.2 **LOCAL EMPLOYMENT**

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

4.2.2 In order to facilitate compliance with the requirements of sub-clause 4.2.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; and (ii) take the following specific measures to ensure:-

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

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

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

4.2.4 If the Owner is unable to provide the apprenticeships in accordance with Clause 4.2.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:-

(a) forthwith pay the Council the Additional Training and Employment Contribution in full and for the avoidance of doubt the Additional Training and Employment Contribution is to be paid as well as the Training and Employment Contribution and not in substitution of the same; and

(b) shall not Occupy or permit Occupation of the Development until such time as the Additional Training and Employment Contribution has been paid in full.

4.2.5 Notwithstanding the provisions in clause 4.2.4 of this Agreement, during the Construction Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Kings Cross Construction Centre.

4.2.6 Following the Occupation Date the Owner shall use its reasonable endeavours to ensure that any jobs created in respect of the Development are advertised and promoted to local residents as a priority before wider promotion takes place using a local job brokerage agency as recommended by the Council's Labour Market and Economy Service's Local Procurement Team.

#### 4.3 **LOCAL PROCUREMENT**

4.3.1 Prior to Implementation to agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.3.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

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

4.3.4 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services to include working with the Council to deliver no less than two "Meet the Buyer" events/supplier capacity building workshops (or such other similar event) to promote local procurement and supply chain opportunities associated with the Development to small and medium enterprises based in the London Borough of Camden.

#### **4.4 THE COMMUNITY ACCESS AND ENGAGEMENT PLAN**

4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Community Access and Engagement Plan.

4.4.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Community Access and Engagement Plan as demonstrated by written notice to that effect.

4.4.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Community Access and Engagement Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Community Access and Engagement Plan.

#### **4.5 RENEWABLE ENERGY AND ENERGY EFFICIENCY PLAN**

4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Renewable Energy and Energy Efficiency Plan.

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

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

4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Renewable Energy and Energy Efficiency Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Renewable Energy and Energy Efficiency Plan.

#### 4.6 **THE SERVICE MANAGEMENT PLAN**

4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Service Management Plan.

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

4.6.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

#### 4.7 **SUSTAINABILITY PLAN**

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

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

4.7.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.

4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

#### **4.8 THE TRAVEL PLAN**

4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Travel Plan.

4.8.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.

4.8.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

#### **4.9 EMPLOYMENT CONTRIBUTION**

4.9.1 On or prior to the Implementation Date to pay to the Council the Employment Contribution in full.

4.9.2 Not to Implement or to permit Implementation until such time as the Council has received the Employment Contributions in full.

#### **4.10 ENVIRONMENTAL CONTRIBUTION**

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

4.10.2 Not to Implement or to permit Implementation until such time as the Council has received the Environmental Contribution in full.

#### **4.11 HEALTHCARE CONTRIBUTION**

4.11.1 On or prior to the Implementation Date to pay to the Council the Healthcare Contribution in full.

4.11.2 Not to Implement or to permit Implementation until such time as the Council has received the Healthcare Contribution in full.

#### **4.12 PUBLIC OPEN SPACE CONTRIBUTION**

4.12.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full.

4.12.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution in full.

#### **4.13 TRAINING AND EMPLOYMENT CONTRIBUTION**

4.13.1 On or prior to the Implementation Date to pay to the Council the Training and Employment Contribution in full.

4.13.2 Not to Implement or to permit Implementation until such time as the Council has received the Training and Employment Contribution in full.

#### **4.14 HIGHWAYS**

4.14.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

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

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

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

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

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

#### 4.15 **STUDENT ACCOMMODATION**

##### **Student Management Plan**

4.15.1 On or prior to the Implementation Date to submit a draft of the Student Management Plan to the Council for approval.

4.15.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Student Management Plan as demonstrated by written notice to that effect.

4.15.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being used in strict accordance with the Student Management Plan as approved from time to time by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Student Management Plan and in the event of any breach of this clause to cease Occupation of the Development forthwith until the breach is rectified.

### **Use of Student Accommodation**

- 4.15.4 To ensure that the Student Accommodation is used and occupied for no purpose other than its authorised purpose as housing available for letting as Student Accommodation in accordance with the Student Accommodation Requirement.
- 4.15.5 To ensure that the Student Accommodation is used at all times as a single planning unit and that:
- a) no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling units; and
  - b) no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation
- 4.15.6 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Student Accommodation at any time when the Student Accommodation is not being used in strict accordance with clauses 4.15.4 and 4.15.5 and shall not Occupy or permit Occupation of the Student Accommodation otherwise than in strict accordance with the requirements of clauses 4.13.4 and 4.13.5 and in the event of any breach of this clause to cease Occupation of the Student Accommodation forthwith until the breach is rectified.

### **4.16 CAR FREE**

#### **Commercial**

- 4.16.1 To ensure that prior to occupying the Commercial Element of the Development each new occupant of the Commercial Element is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Business Parking Permit to park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.16.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.16.1 above will remain permanently.

4.16.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the Commercial Element forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those commercial units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.16.1 of this Agreement

### **Residential**

4.16.4 To ensure that prior to occupying any residential unit (including the Student Accommodation) forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.16.5 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.16.1 above will remain permanently.

4.16.6 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.16.1 of this Agreement.

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

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2012/3082/P the date upon which the Development is ready for Occupation.
- 5.3 The Parties shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation and for the avoidance of doubt this clause does not apply to a standard letter from the Planning Obligations Monitoring Officer relating to any obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format where practicable to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2012/3082/P.

- 5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN491ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that
- $$A = B \times \frac{(Y-X)}{X}$$
- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2012/3082/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without

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

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

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

## **7. MORTGAGEE EXEMPTION**

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

## **8. JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

## **9. RIGHTS OF THIRD PARTIES**

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

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

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

Requirements to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> emissions from construction sites and avoid nuisance and dust complaints.

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

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

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

A - Techniques to control PM<sub>10</sub> and NO<sub>x</sub> emissions from vehicles and plant

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

filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

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

#### B - Techniques to control dust emissions from construction and demolition

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

### C - Air Quality Monitoring

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

- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

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

#### D - Techniques to reduce CO<sub>2</sub> emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO<sub>2</sub> emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO<sub>2</sub> emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

## **THE SECOND SCHEDULE**

### **Construction Management Plan**

#### **Highway Measures**

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

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

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

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

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

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

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

## **THE THIRD SCHEDULE LOCAL PROCUREMENT CODE**

### **1. INTRODUCTION**

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner/Developer in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a

regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

## **2) MAIN REQUIREMENTS OF THE CODE**

### **A) CONSTRUCTION.**

We will request that the developers meet with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the developer, main contractor and subcontractors.

The Council will seek to ensure that the developer inserts the following clauses in the tender documentation issued to the main contractor:

#### **2.1 Actions & Responsibilities of Main Contractor**

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
  - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;

- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

- Full contact details of all subcontractors appointed (whether local or from elsewhere)
4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
  5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
  6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

## **2.2 Actions And Responsibilities of Sub-Contractors**

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
  - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

**B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT**

**Fitting out by tenants**

Where the tenants of a development are responsible for fitting out the building(s), we will require the developers to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the developer, their main contractor and subcontractors.

**Facilities Management**

The developer and their agents shall use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

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

## **THE FOURTH SCHEDULE THE TRAVEL PLAN**

### **PART I: Components of the Travel Plan**

The Travel Plan will be a basis for promoting sustainable travel to and from the Property for both residential and commercial occupiers and visitors.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... “The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations.”

For further advice on developing a Travel Plan see the DfT’s travel plan website: ([www.transportenergy.org.uk](http://www.transportenergy.org.uk) ), Transport for London’s travel plan guidance website ([www.tfl.gov.uk/workplacetravelplanning](http://www.tfl.gov.uk/workplacetravelplanning)) or Camden’s Travel Plan partner website: [www.camden.gov.uk/wtp](http://www.camden.gov.uk/wtp)

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

**In drawing up the Travel Plan (“the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-**

#### **1. Public Transport and walking**

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites:  
[www.tfl.gov.uk](http://www.tfl.gov.uk) and [www.nationalrail.co.uk](http://www.nationalrail.co.uk))
- c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development

- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

**2. Taxis and Minicabs**

Consideration must be given to the provision and management of Taxi access to the Property

**3. Traffic Restraint**

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

**4. On-Street Parking Controls**

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

**5. Parking and Travel**

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

**6. Traffic Management**

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

## **7. Cycling**

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

## **8. Facilities for Goods Movement and Servicing**

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust ([www.est.org.uk](http://www.est.org.uk)) for alternatively- fuelled vehicle grants

## **PART II: Review and Monitoring of the Travel Plan**

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least once every year following the initial substantial review undertaken six months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is

acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. **Review the Property's Transport Accessibility**

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO THE PROPERTY AT  
15 TO 27 (odd) BRITANNIA STREET LONDON WC1X 9JP

EXECUTED AS A DEED BY  
PROFESSOR NEIL MACFARLANE  
in the presence of:

)   
)

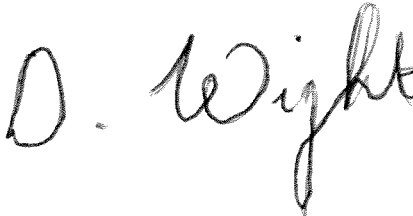
  
.....  
Witness Signature


Witness Name LINDA G. NEWMAN

Address 93 BALSDOWN ROAD  
BRIGHTON, BN26PG

Occupation TRADE UNION OFFICIAL

EXECUTED AS A DEED BY  
DENNIS WRIGHT  
in the presence of:

)   
)

  
.....  
Witness Signature

Witness Name LINDA G. NEWMAN

Address 93 BALSDOWN ROAD  
BRIGHTON, BN26PG

Occupation TRADE UNION OFFICIAL

EXECUTED AS A DEED BY  
PAUL RUSSELL  
in the presence of:

)   
)

.....  
**Witness Signature**

**Witness Name** LINDA G. NEWMAN

**Address** 93 BARSPOAN ROAD  
BRIGHTON, BN2 6PA

**Occupation** TRADE UNION OFFICIAL

EXECUTED AS A DEED BY )  
UNITY TRUST BANK PLC )  
acting by a Director and its Secretary )  
or by two Directors )

.....  
**Director**

.....  
**Director/Secretary**

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

.....  
**Authorised Signatory**





Watkin Jones Group  
Unit 2  
Wellfield Business Park  
Chester Road  
Preston Brook  
Cheshire  
WA7 3FR

Application Ref: **2012/3082/P**

23 August 2012

Dear Sir/Madam

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

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

Address:  
**15-27 Britannia Street  
London  
WC1X 9JP**

**PROPOSAL**

**DECISION**  
Redevelopment of site involving the retention of existing buildings on Britannia St and Wicklow St, retention of east side of site, and the demolition of the remainder of site, alterations and extensions, and change of use from offices (Class B1)) and erection of a mixture of 5 - 6 storey high blocks to provide Sui Generis student accommodation (226 bedrooms) with associated performance space / gallery, communal areas and an external courtyard and 2 roof terraces; two Class C3 studio flats facing Wicklow Street; and one Class B1 office unit in basement.

Drawing Nos: (00) 001A, 002A, 003A, 004A, 005A, 006A, 007A, 101A, 102A; (20) 000B, 001C (accessible rooms plan), 001C (proposed ground floor plan), 002B, 003D, 004D, 005C, 006C, 007E, 008B, 100D, 101C, 104A, 102A, 103A, 200B, 201C; (25) 000B; Design and Access Statement by Carey Jones; Construction Management Plan by Watkin Jones; Ecological Assessment by Greengage; Energy Statement by GDM; Noise and Vibration Assessment by PDA; Phase One Preliminary Risk Assessment by Tier Consult; Service Management Plan by ADL Transport; Student Management Plan by Fresh Student Living; Sustainability Statement and BREEAM Pre-assessment by Icen; Transport Statement by ADL Transport; Travel Plan by ADL Transport.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The details of the elevation, including the materials and of all architectural features, fenestration and facing materials to be used on the building shall not be otherwise than as those submitted to and approved by the Council before any work is commenced on the relevant part of the development. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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

- 3 A sample panel of the facing work to be carried out showing the proposed colour, texture, face-bond and pointing shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel shall be retained on site until the work has been completed.

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

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

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

- 5 The use of the 5th floor roofs as amenity terraces shall not commence until details of the perimeter balustrades and any landscaping and associated permanent structures and furniture have been submitted to and approved by the Council.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 6 No development shall take place until full details of hard and soft landscaping, gates and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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

- 7 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the 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 or better species. Written consent to any variation.

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

- 8 The biodiverse roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Prior to first occupation of the development, a plan showing details of bird and bat box locations and types and indication of species to be accommodated and a plan showing details of the location of a stag loggery shall be submitted to and approved by the Council. The features shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained and maintained permanently.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 10 Notwithstanding the provisions of Class D1 of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument replacing it, the proposed performance space/gallery shall only be used for purposes ancillary to the student accommodation and University purposes and shall not be used as separate Class D1 (non-residential institutional) accommodation.

Reason: To ensure that the future occupation of the building does not adversely affect the immediate area by reason of noise, traffic congestion and excessive on-street parking pressure etc, in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Before the use commences, sound insulation shall be provided for the performance space and student rooms in accordance with the standards in the Noise and Vibration Impact Assessment. Hereafter, no use shall thereafter not be carried out other than that permitted by the scheme.

Reason: To safeguard the amenities of the adjoining premises and the area generally and to protect the proposed student rooms from external road and railway noise and vibration, in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 12 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.

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

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

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

- 14 Before the use commences, details of the proposed air-source heat pumps and other roof level plant and any noise enclosure or sound enclosures shall be submitted to and approved by the Council. The plant/equipment shall be installed in accordance with the approved details and noise enclosure shall be maintained permanently.

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

- 15 Before the development commences, details of the proposed refuse storage areas for the student hall, offices and flats shall be submitted to and approved by the Council. The approved facilities shall thereafter be provided in its entirety prior to the first occupation of any of the new units and thereafter permanently maintained and retained.

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

- 16 No development shall take place until:
- a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the Council; and
  - b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the Council.
- All approved remediation measures shall be implemented strictly in accordance with the approved details and a verification report shall be submitted and approved by the Council.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 17 Before the development commences, details of the proposed cycle storage areas for the student hall, offices and flats shall be submitted to and approved by the Council. The approved facilities shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained.

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

- 18 The lifetime homes features and facilities and the wheelchair accessible rooms, as indicated on the drawings and documents hereby approved, shall be provided in their entirety prior to occupation of any of the new student rooms and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP6 and DP9 of the London Borough of Camden Local Development Framework Development Policies.

- 19 The student halls shall be occupied units and shall have privacy measures to windows of specific rooms (bathrooms, kitchens and bedrooms) as approved by the Council. Such details shall show fixed shut and obscure glazing provided up to 1.7m above internal floor level on the courtyard-facing communal living rooms at 1st, 2nd, 3rd and 4th floors and similar glazing provided up to 1.7m above external pavement level on the street-facing bedrooms and studios at ground floor. Such glazing shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of student bedrooms in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 20 The development hereby permitted shall be carried out in accordance with the following approved plans- (00) 001A; (20) 000B, 001C (accessible rooms plan), 001C (proposed ground floor plan), 002B, 003D, 004D, 005C, 006C, 007E, 008B, 100D, 101C, 104A, 102A, 103A, 200B, 201C; (25) 000B; Design and Access Statement by Carey Jones; Construction Management Plan by Watkin Jones; Ecological Assessment by Greengage; Energy Statement by GDM; Noise and Vibration Assessment by PDA; Phase One Preliminary Risk Assessment by Tier Consult; Service Management Plan by ADL Transport; Student Management Plan by Fresh Student Living; Sustainability Statement and BREEAM Pre-assessment by Icen; and

Transport Statement by ADL Transport; Travel Plan by ADL Transport.

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

- 21 The development hereby permitted shall not be commenced until detailed design and method statements (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority which:
- (a) provide details on all structures;
  - (b) accommodate the location of the existing London Underground structures;
  - (c) demonstrate access to elevations of the building adjacent to the property boundary with London Underground and ensure an unobstructed route to entering our land;
  - (d) demonstrate that the development is not a potential security risk to our railway, property or structures;
  - (e) accommodate ground movement arising from the construction thereof;
  - (f) mitigate the effects of noise and vibration arising from the adjoining operations within the structures.

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure as required by London Underground Ltd and in accordance with the requirements of the Camden Local Development Framework Core Strategy.

#### Informative(s):

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

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. Based on the Mayor's CIL charging schedule and the information given on the plans, the charge for this scheme is likely to be £431,600 (8632sqm x £50). You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL

calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies need to be paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Building Acts in respect of structural requirements and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel: 020 7974 2363).
- 3 Your attention is drawn to the need for compliance with the requirements of the Environmental Health regulations, Compliance and Enforcement team, [Regulatory Services] Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020 7974 4444) particularly in respect of arrangements for ventilation and the extraction of cooking fumes and smells.
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site or to the highway between 8.00am and 6.00pm Monday to Friday and 08.00am to 06.00pm on Saturdays and not on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 5 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, [www.camden.gov.uk/planning](http://www.camden.gov.uk/planning) or the Camden Contact Centre on Tel: 020 7974 4444 or email [env.devcon@camden.gov.uk](mailto:env.devcon@camden.gov.uk)
- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 Your attention is drawn to the fact that there is a separate legal agreement with the

Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ

- 8 You are advised that the design of the proposed development needs to take account of Thames Water requirements regarding surface water drainage, sewerage, impact piling and water infrastructure. Please contact Thames Water Developer Services for more information and advice (tel 0845-850 2777), quoting DTS Ref 28474.
- 9 With reference to condition no.21, you are advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements, in particular with regard to: demolition; drainage; excavation; construction methods; safety barriers; landscaping and lighting. Please contact Underground Infrastructure Protection (tel 0207-918-0016).
- 10 You are reminded that the condition granting the permission for permanent student accommodation (Sui Generis). Any alternative use of the residential units for temporary accommodation, ie. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 11 Reasons for granting planning permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS1 - Distribution of growth, CS5 - Managing the impact of growth and development, CS8 - Providing a successful and inclusive Camden town centre, CS10 - Supporting local facilities, CS11 - Promoting sustainable design and construction, CS13 - Making a positive change, CS14 - Promoting high quality places and conserving our heritage, CS15 - Protecting and improving open spaces & encouraging biodiversity, CS16 - Improving Camden's health and well-being, CS17 - Making Camden a safer place, CS18 - Dealing with waste, CS19 - Delivering and monitoring the Core Strategy; and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP1 - Mixed use development, DP2 - Making full use of Camden's capacity for housing, DP3 - Contributions to supply of affordable housing, DP5 - Housing size mix, DP6 - Lifetime homes and wheelchair homes, DP9 - Student housing, DP13 - Employment sites and premises, DP17 - Walking, cycling and public transport, DP18 - Parking standards and the availability of car parking, DP19 - Managing the impact of parking, DP20 - Movement of goods and materials, DP21 - Development connecting to highway network, DP22 - Sustainable design and construction, DP23 - Water, DP24 - Securing high quality design, DP25 - Conserving Camden's heritage, DP26 - Managing the impact of development on occupiers and neighbours, DP28 - Noise and vibration, DP29 - Improving access, DP31 - Provision of and improvements to public open space.

- 12 Reasons for granting planning permission (continued)-

Furthermore the proposal accords with the specific policy requirements in respect

of the following principal considerations: The part redevelopment and part retention of buildings on this site is considered acceptable in the context of the conversion of the existing building for alternative uses being impracticable and unviable. The current scheme will bring back the vacant site into a beneficial use, will retain the most important elements in townscape terms and will create a vibrant use and active frontages to the otherwise commercial area. The overall scheme will preserve the character of the conservation area and setting of adjoining listed buildings. The new use for student housing is required by a local University and will not lead to 'studentification' of the local area. The site is not designated for housing purposes and the student hall as proposed is effectively the only viable use that can be supported here. The new buildings will not harm neighbour amenity in terms of light, noise or parking conditions. The new student accommodation will receive adequate levels of amenity as far as is possible here, given the constraints of the site and surroundings. The new scheme will meet all sustainability and accessibility standards. Restrictions on parking will be secured by S106 agreement to mitigate any negative impact on local amenity and infrastructure.

**DRAFT**

- 13 In relation to submission of detailed plans to discharge condition 15, you are advised to show an additional internal access to the proposed refuse store for the student hall.

Yours faithfully

Culture and Environment Directorate

**DECISION**

**Regeneration and Planning  
Development Management**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 8ND

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

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

Watkin Jones Group  
Unit 2  
Wellfield Business Park  
Chester Road  
Preston Brook  
Cheshire  
WA7 3FR

Application Ref: **2012/3084/C**

23 August 2012

Dear Sir/Madam

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

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

Address:  
**15-27 Britannia Street  
London  
WC1X 9JP**

**Proposal:**

**DECISION**  
Partial demolition of existing building (involving the removal of the rear wing facing Britannia St and Wicklow St, and the rear wing of the building facing the rear of the site).  
Drawing Nos: (00) 001A, 002A, 003A, 004A, 005A, 006A, 007A, 101A, 102A; (20) 102A, 103A.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

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

**DRAFT**

Informative(s):

- 1 Reasons for granting conservation area consent.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to policy CS14 - Promoting high quality places and conserving our heritage; and with the London Borough of Camden Local Development Framework Development Policies with particular regard to policies DP24 - Securing high quality design and DP25 - Conserving and enhancing the area.

**DECISION**

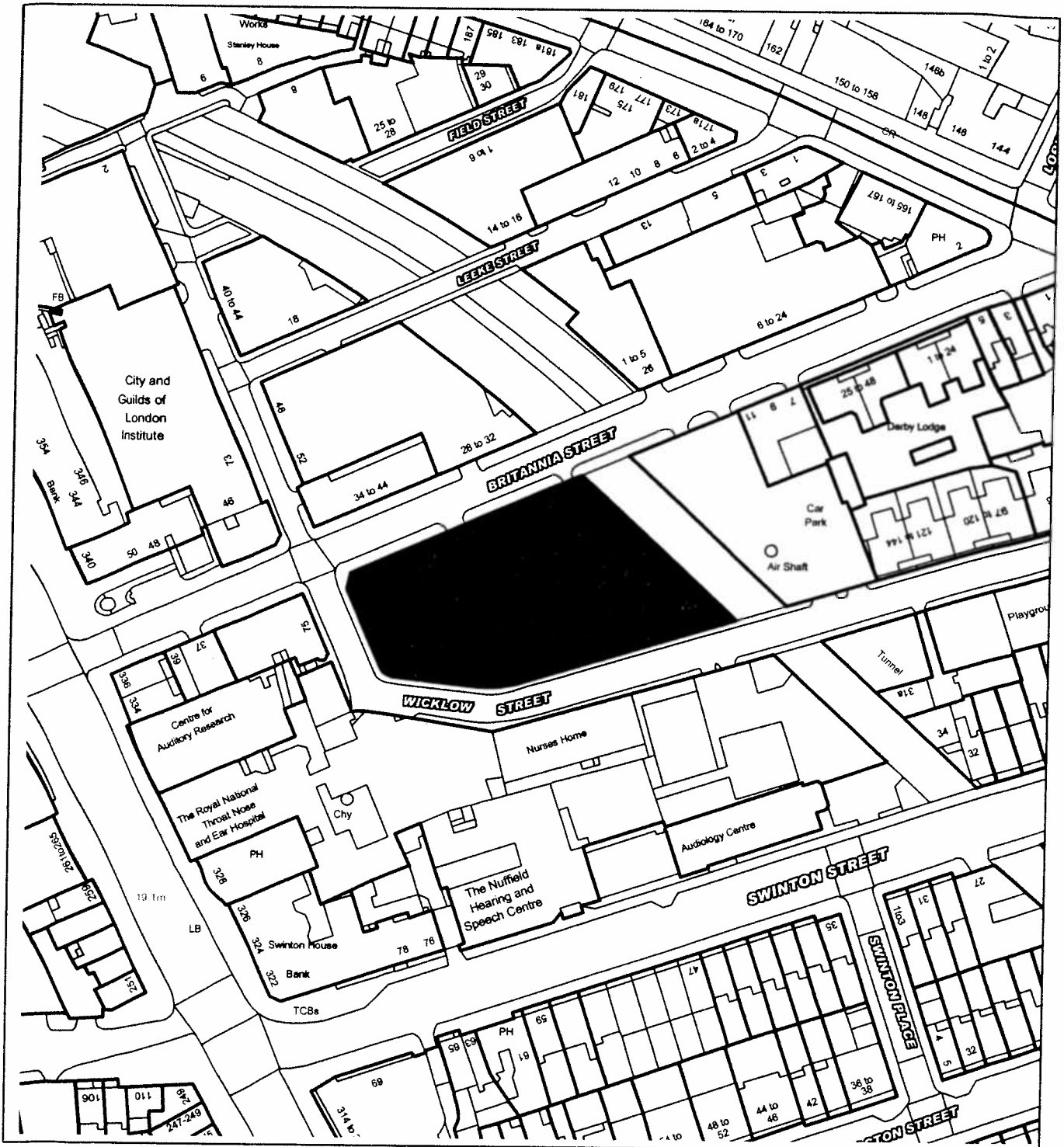
Furthermore the proposed development meets the requirements in respect of the following principal considerations: The partial demolition of buildings on this site is considered acceptable in the context of the conversion of the existing building for alternative uses being impracticable and unviable. The overall scheme will preserve the character of the conservation area and setting of adjoining listed buildings.

Yours faithfully

Culture and Environment Directorate

# PLAN 1

15-27 BRITANNIA STREET, LONDON, WC1X 9JP



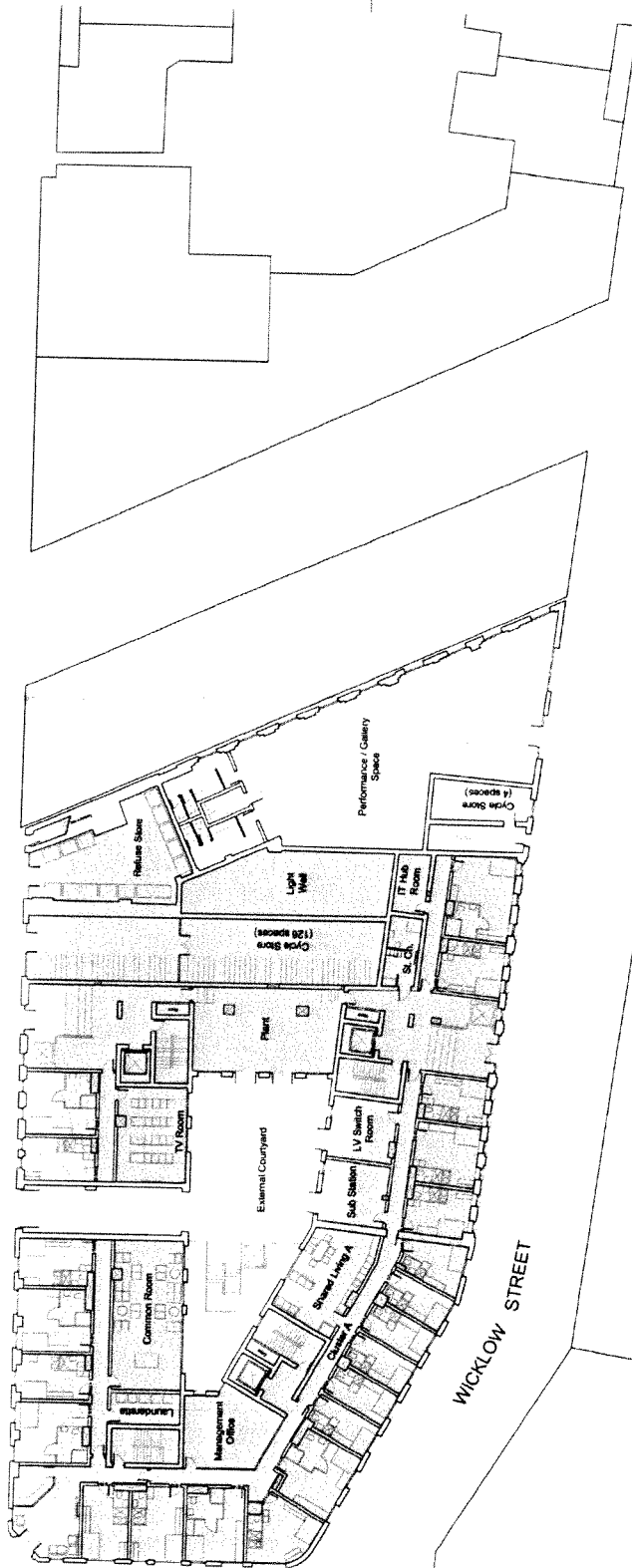
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# PLAN 2

1/7

BRITANNIA STREET

WICKLOW STREET



Scale 1:200

## Ground Floor Demise Plan

Project		23063
The		Demise
Location		London
Client		careyjones
Architect		careyjones
Date		May 2012
Scale		1:200 @ A1, 1:400 @ A3 SFS
Drawn by		JSW
Checked by		
Project No.		
Drawing No.		
Revision		
Notes		

careyjones  
www.careyjones.com  
Tel: +44 (0) 13 23 123 123  
Fax: +44 (0) 13 23 123 123  
Email: info@careyjones.com

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Email: info@careyjones.com

# PLAN 2

2/7

BRITANNIA STREET

WICKLOW STREET

Existing Rooflight  
Above Shown  
Dashed

Project		23063	
Britannia Street London		23063	
The Mezzanine Level Floor Demise Plan		23063	
Scale	1:200 @ A1, 1:400 @ A3 SES	Drawn by	JSW
Date	May 2012	Checked by	
Project Name: Britannia Street Boundary: London W1H 6EA Tel: +44 (0)20 7584 0500 Fax: +44 (0)20 7584 0501 Email: info@careyjones.com Website: www.careyjones.com		Project Name: Britannia Street Boundary: London W1H 6EA Tel: +44 (0)20 7584 0500 Fax: +44 (0)20 7584 0501 Email: info@careyjones.com Website: www.careyjones.com	

## Mezzanine Level Floor Demise Plan

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PLAN 2 3/7

BRITANNIA STREET

WICKLOW STREET

Dermisa Key

Student

# First Floor Demise Plan

From: Britannia Street  
A/D No: 23083

### First Floor Demolition Plans

1200 @ A1, 1400 @ A3 8E8

May 2012  
Company No  
201\_008  
J&W  
J&W  
D

**careyjones**

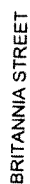
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**careyjones**

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Tel: 310.277.1100  
Fax: 310.277.1101  
www.careyjones.com

## PLAN 2

4/7



Scale 1: 200

## Second Floor Demise Plan

**From:** Brianna Street  
London

**To:**

**Subject:** Second Floor Demise Plan

**Date:** May 2012

**Time:** 1:20 @ A 1:40 @ A3 SES

**Location:** Ground Up

**Notes:** Newborn

[illegible]

Demise

careyiones

PLAN 2

5/7

BRITANNIA STREET

WICKLOW STREET

Scale 1:200

Third Floor Demise Plan

Project		23000	
Location		London	
Client		Third Floor Demise Plan	
Drawn By		1:200 @ A1 1:400 @ A3 1:800 @ A4	
Date		May 2012	
Project Name		careyjones	
Project Address		100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000	

PLAN 2

6/7

BRITANNIA STREET

WICKLOW STREET



Project		23083	
Brianna Street London			
Client		Fourth Floor Demise Plan	
Scale		1:200 @ A1, 1:400 @ A3 SSES	
Date		May 2012	
Drawn By		JSW	
Checked By			
Approved			

Demise  
careyjones

Head Office: 1st Floor  
Brianna Street, London EC1A 1AA  
Tel: +44 (0) 20 734 1500  
Fax: +44 (0) 20 734 1501  
www.careyjones.com

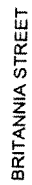
Project Office: 1st Floor  
100, The Quadrant, London E1 1BB  
Tel: +44 (0) 20 734 1500  
Fax: +44 (0) 20 734 1501

# Fourth Floor Demise Plan

Scale 1:200

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7/7



WICKLOW STREET

Scale 1:200

## Fifth Floor Demise Plan

Model	Price
MSR	\$1,500.00
MSR	\$1,200.00
MSR	\$1,000.00
MSR	\$1,000.00
MSR	\$1,000.00
MSR	\$1,000.00

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Phone	Britannia Street London	230683	06 M
Title	Fifth Floor Demise Plan		
Scale	1:200 @ A1, 1:400 @ A3 SES		
Date	May 2012	Drawn By	JSM
Checked By		Reviewed	
Printed Date	mm/dd/yyyy		

[illegible]

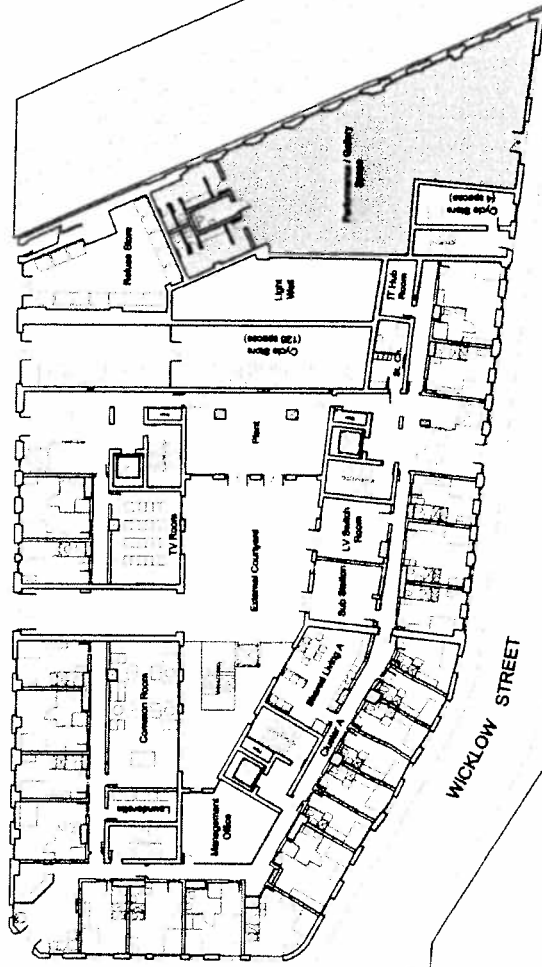
careyjones

Demise

# PLAN 3

BRITANNIA STREET

WICKLOW STREET



Demise Key

Performance Space

## Ground Floor Demise Plan

**carey Jones**  
Architects  
100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

**Project** Demise  
**Location** London  
**Client** Demise  
**Architect** Carey Jones  
**Scale** 1:250  
**Date** 2018

**Project** Demise  
**Location** London  
**Client** Demise  
**Architect** Carey Jones  
**Scale** 1:250  
**Date** 2018

**Project** Demise  
**Location** London  
**Client** Demise  
**Architect** Carey Jones  
**Scale** 1:250  
**Date** 2018

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**Location** London  
**Client** Demise  
**Architect** Carey Jones  
**Scale** 1:250  
**Date** 2018

**Project** Demise  
**Location** London  
**Client** Demise  
**Architect** Carey Jones  
**Scale** 1:250  
**Date** 2018

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**Location** London  
**Client** Demise  
**Architect** Carey Jones  
**Scale** 1:250  
**Date** 2018

**Project** Demise  
**Location** London  
**Client** Demise  
**Architect** Carey Jones  
**Scale** 1:250  
**Date** 2018

**Project** Demise  
**Location** London  
**Client** Demise  
**Architect** Carey Jones  
**Scale** 1:250  
**Date** 2018



DATED

11 SEPTEMBER

2012

**(1) PROFESSOR NEIL MACFARLANE and  
DENNIS WRIGHT and PAUL RUSSELL**

**and**

**(2) UNITY TRUST BANK PLC**

**and**

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

**A G R E E M E N T  
relating to land known as**

**15 TO 27 (odd) BRITANNIA STREET  
LONDON WC1X 9JP**

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

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

Tel: 020 7974 1918

Fax: 020 7974 2962

G:\case files\culture & env\planning\lmm\s106 Agreements\Britannia Street 15-27  
(HC, CF, CMP, SMP, TP, EnvC, EmptC, HCC, POSC, LL, LP, SMP, SUSE, SP, EEP))  
CLS/COM/LMM/1685.1614  
s106 (FINAL)