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2012

# (1) HOLBORN MANAGEMENT LIMITED AND 120 HOLBORN PROPCO LIMITED

and

(2) BOUNCE LEISURE LIMITED

and

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

A G R E E M E N T
relating to land known as
121 HOLBORN LONDON EC1N 2TD
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 6007 Fax: 020 7974 2962

CLS/COM/JL/1685.1198 vfinal THIS AGREEMENT is made the 5 th day of July 2012

#### BETWEEN:

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- HOLBORN MANAGEMENT LIMITED (incorporated in Jersey) and 120 HOLBORN PROPCO LIMITED (incorporated in Jersey) both of First Floor, 37 Broad Street, St Helier Jersey (hereinafter called "the Freeholder") of the first part
- BOUNCE LEISURE LIMITED (Co. Regn No. 07542645) whose registered office is at 34 Arlington Road, London NW1 7HU (hereinafter called the "Applicant") of the second part
- 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

#### **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number. NGL291482
- 1.2 The Applicant is entering into a lease of the Property and will apply to be registered at the Land Registry as the leasehold proprietor with Title absolute of the Property following completion of the lease.
- 1.3 The Freeholder is the freehold owner of and the Applicant will the be the leasehold owner of the Property and are both interested in the Property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 16 August 2011 and the Council resolved to grant permission conditionally under reference number 2011/3552/P subject to conclusion of this legal Agreement.

- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 For that purpose the Freeholder and Applicant are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and shall hereinafter together be referred to as the Owner.

#### 2. **DEFINITIONS**

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

2.1 "the Act" the Town and Country Planning Act 1990 (as amended)

2.2. "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.3 "Community Management Plan" the plan as set

the plan as set out at the Schedule hereto entitled "BoUNCE Community Works" together with any amendments as agreed by the Parties in writing from time to time setting out the package of measures to be adopted by the Owner in managing the Development to allow use by the wider local community together with such further measures to be adopted by the Owner to minimise any impacts arising from the use of the Development on the environment, public safety and crime in the local area of the Development such further measures to include the following:

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- (a) a code of conduct to be displayed within the development setting out the standards by which the users of the Development are expected to conduct themselves both within the Development and the local area with a view to ensuring the behaviour of users of the Development both on and off the Property causes minimum impact on or disruption to local residents businesses and members of the public;
- (b) provision of a designated community contact in order that any issues affecting local residents, businesses or members of the public can be dealt with in an efficient manner and creating a tangible point of reference if local residents, businesses or members of the public wish to raise any issues;
- (c) a procedure for instances where antisocial behaviour by users of the Development arise on or in proximity to the Property including provisions for policing incidents of noise and antisocial behaviour both on and off the Property;
- (d) a mechanism for monitoring and reviewing the plan ensuring the plan is updated where required and further approved in writing by the Council;

2.4 "the Development"

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Use of basement as a table tennis centre with ancillary cafe (Class D2) and installation of extract duct to rear courtyard as shown on drawing numbers Site location plan A; 002; 003;

004 Rev A; 005 Rev A; 006 Rev A; 007; Rear Extract elevation Statement; Acoustic Report (CS 7068) dated 2nd August 2011; Advanced air purification technology brochure; Capture Jet Canopy brochure; Kitchen extract specification; Mechanical services details dated April 2011; Sustainability Statement dated 17th October 2011; Bounce Community Works; Access Statement; Kitchen Extract Management Plan.

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2.5 "the Implementation Date"

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

2.6 "Occupation Date"

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

2.7 "the Parties"

mean the Council and the Owner

2.8 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 16 August 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/3552/P subject to conclusion of this Agreement

2.9 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.10 "the Planning Permission"

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a planning permission granted for the Development substantially in the draft form annexed hereto

2.11 "the Property"

the land known as 121 Holborn London EC1N 2TD the same as shown shaded grey on the plan annexed hereto

### 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.

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#### 4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

#### 4.1 COMMUNITY MANAGEMENT PLAN

- 4.1.1 On or prior to the Occupation Date to submit a draft of Community Management Plan to the Council for approval
- 4.1.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Community Management Plan.
- 4.1.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of the Development at any time when the Development is not being used in strict accordance with the Community 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 Community Management Plan and in the event of any breach of this clause to cease occupation of the Development forthwith until the breach is rectified.

#### 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.
- Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2011/3552/P the date upon which the Development is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

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- 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 jointly and severally 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.
- 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 planning reference 2011/3552/P.

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2011/3552/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. 0

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- 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 together with the Council's monitoring fees 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.
- 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.
- Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith

determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

#### 7. JOINT AND SEVERAL LIABILITY

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

#### 8. <u>INDEMNITY</u>

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The Applicant hereby covenants with the Freeholder to observe and perform the obligations on the part of the Owner herein contained in respect of the Development and to indemnify the Freeholder and their respective successors in title and estates from and against all costs claims charges expenses demands and liabilities whatsoever incurred by the Owner arising out of this Agreement or breach non-observance or non-performance of the provisions hereof in respect of the Development.

#### 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 has executed this instrument as their Deed the day and year first before written

| HOLBOF<br>acting by<br>or by two | ED AS A DEED BY RN MANAGEMENT LIMITED y a Director and its Secretary D Directors or by a Director esence of a witness |
|----------------------------------|---|
| ***********                      |   |
| Director                         | Mulaeren-   |
| Director/S                       | Secretary   |

| Witness Signature   | ****              |
|---|-------------------|
| Witness Name  |                   |
| Address   |                   |
| EXECUTED AS A DEED BY 120 HOLBORN PROPCO LIMITED acting by a Director and its Secretary or by two Directors or by a Director in the presence of a witness |                   |
| Director Mucl-  | <b>.</b>          |
| Director/Secretary  | •                 |
| Witness Signature   | ••••              |
| Witness Name  |                   |
| Address   |                   |
| EXECUTED AS A DEED BY BOUNCE LEISURE LIMITED acting by a Director in the presence of a witness  | )<br>)<br>)       |
| Director  |                   |
|   |                   |
| Witness Signature SOLICIT   | <br>10 <i>1</i> 2 |
| Witness Name DAVID OFFENSA  | •                 |
| Address   |                   |
| <b>C</b>  |                   |

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Simons Myinh and & Burton Solicitors &-A Frith Street London W1D 3JB 10

| THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON |  |
|--|--|
| BOROUGH OF CAMDEN was hereunto                           |  |
|  |  |

Authorised Signatory

#### **SCHEDULE**

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#### **BoUNCE Community Works**

As part of the normal operating function of the business as a table tennis facility aimed at paying customers during peak evening and weekend hours, the founders and directors of Bounce Leisure Ltd plan to run a community scheme which allows access to the facility to local schools, local and London-wide charities and other appropriate council initiatives.

The facility would be available from 9am to 2pm Monday through Thursday. Frequency of access on any given week would be limited to a maximum of 2 days in any given week and 5 hours on each day. This is due to the costs associated in keeping the facility open 4 days of the week without revenue. By limiting to two days the management will be able to focus more resources into each day in order to derive a 'higher impact initiative' such as arranging tournaments which would be impractical to run on a daily basis.

The venue should be available to local community organisations looking to provide facilities to underprivileged children and/or youth. We see this is a way of providing teenagers with a focus by engaging in a fun sport. We aim to work a charity called Greenhouse, which is aimed at disadvantaged youth and perfectly illustrated the kind of use we see best fitting this factility. See here for charity link - <a href="http://www.greenhousecharity.org/about-us/what-we-do/">http://www.greenhousecharity.org/about-us/what-we-do/</a>

Initiatives would be free access and organised under supervision by external third parties related to the particular group or organisation, save for initiatives organised internally by Bounce Leisure Ltd aimed at the same objectives.

Bounce Leisure Ltd has already started a dialogue with the local Gamages Resident's Association to understand from the 'horses mouth' what types of initiatives they would feel have the highest impact to the local community. The directors would like the community to decide which initiatives they see as being most relevant and appropriate.

In addition to BoUNCE Community Works, the management of Bounce Leisure Ltd plan to hold quarterly meetings with Darryl King, Chairman of the Gamages Residents Association, the most local residents group to Bounce. On the agenda will be operational matters to do with the business, public safety and local crimewatch and matters which concern Bounce fulfilling its objectives as a responsible business with a genuine local

JWPC Ltd 1, The Quadrangle Banbury Road Woodstock Oxfordshire OX20 1LH

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Application Ref: 2011/3552/P

and installation of

Dear Sir/Madam

3 November 2011 FOR INFORMATI Town and country Planning Acts 1990 (as amended)

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

Address: 121 Holborn London EC1N 2TD

Proposal: Use of basement as extract duct to rear cd

Drawing Nos: Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 Rev A; 007; Rear Extract elevation Statement; Acoustic Report (CS 7068) dated 2nd August 2011; Advanced air purification technology brochure; Capture Jet Canopy brochure; Kitchen extract specification; Mechanical services details dated April 2011; Sustainability Statement dated 17th October 2011; Bounce Community Works; Access Statement; Kitchen Extract Management Plan.

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):

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).

The use hereby permitted shall not be carried out outside the following times Monday to Wednesday between 07:00hrs to 12:30hrs the following day, Thursday to Friday between 07:00hrs to 01:30hrs the following day and Sunday between 07:00hrs to midnight.

Reason: To safeguard in accordance with the author of the control of the control

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 point levels are that places of plant/equipment at any sensitive facades and levels are levels.

Reason: To satisfy the area generally in accordance in the control of the London Borough of Camden Local Development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Local Development Framework Development Policies.

The extract flue shall be provided with the emission control solutions as specified in the manufacturers details hereby approved and shall thereafter be regularly maintained in effective order in accordance with the management plan hereby approved. In the event that the extract flue is not provided with the emission control solutions or maintained in effective order primary cooking shall not take place at the premises.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

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Notwithstanding the provisions of Class D2 of the Schedule of the Town and Country Planning (Use Classes) Order 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the premises shall only be used as an indoor sports centre and for no other purpose within that Class.

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Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises/immediate area by reason of noise and general disturbance and traffic congestion in accordance with policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

Reason: To ensure a section of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction), DP23 (Water) and DP32 (Air Quality) of the London Borough of Camden Local Development Framework Development Policies.

The development hereby permitted shall be carried out in accordance with the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 Rev A; 007; Respectively and the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans Site location plan A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans A; 002; 003; 004 Rev A; 005 Rev A; 006 August 2011; brochure; Kitch and the following approved plans A; 006 August 2011; brochure; Kitch and the following approved plans A; 006 August 2011; brochure; Kitch and the following approved plans A; 006 August 2011; brochure; August 20

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

Before the use commences, an acoustic report with details of the proposed flue, including an assessment of the impact on the nearest noise sensitive receptor and details of sound attenuation shall be provided in accordance with the scheme hereby approved by the Council. The development shall not be carried out otherwise than in accordance with any approval given and shall thereafter be maintained in effective order to the reasonable satisfaction of the Council. In the event that satisfactory details are not approved or the approved acoustic report is not complied with primary cooking shall not take place at the premises.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

#### Informative(s):

- Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts. You are advised to consult the Councils Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- Noise from demolition and construction subject to control under the Control of Pollution Act building works that can be heard at the boundary nd 18.00 hours Monday to Friday and 08.00 to 1 II on Sundays and Public Holidays. You are adv Impliance and Enforcement ciis ( team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or the website http://www.camden.gov.uk/ccm/content/contacts/councilcontacts/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.
- This permission is granted without prejudice to the necessity of obtaining consent under the Town of Councils and Councils website, www.camden.com/signature of the Councils website, www.camden.com/signature of the Councils website, and the Councils website, www.camden.com/signature of the Councils website, and the Councils website, www.camden.com/signature of the Councils website, and the Councils website, www.camden.com/signature of the Councils website, www.camden.com/signature of the Councils website, which is a council of the Council of the Councils website, which is a council of the Coun
- 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
- The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to [CS2 (Growth areas), CS3 (Other highly accessible areas), CS5 (Managing the impact of growth and development), CS7 (Promoting Camden's centres and shops), CS8 (Promoting a successful and inclusive Camden economy), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change through providing higher environmental standards), 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 DP12 (Supporting strong centres and managing the impact of food drink, entertainment and other town centre uses), DP15 (Community and leisure uses), DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and the availability of parking), DP19

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- (Managing the impact of parking), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction)
- Continued...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). Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations It is considered that the proposed use would not cause harm to the character, function, vitality and viability of the centre, the local or amenity of neighbours. The development would not have a detrimental impact on the transport network. The proposed flue would not have a detrimental impact on the character and appearance of the host building or the wider conservation area. The proposal includes a number of internal alterations which will improve the sustainability of the fabric of the building and use of the basement level.
- 7 The applicant is remind to the plans is ancillary to the second to the

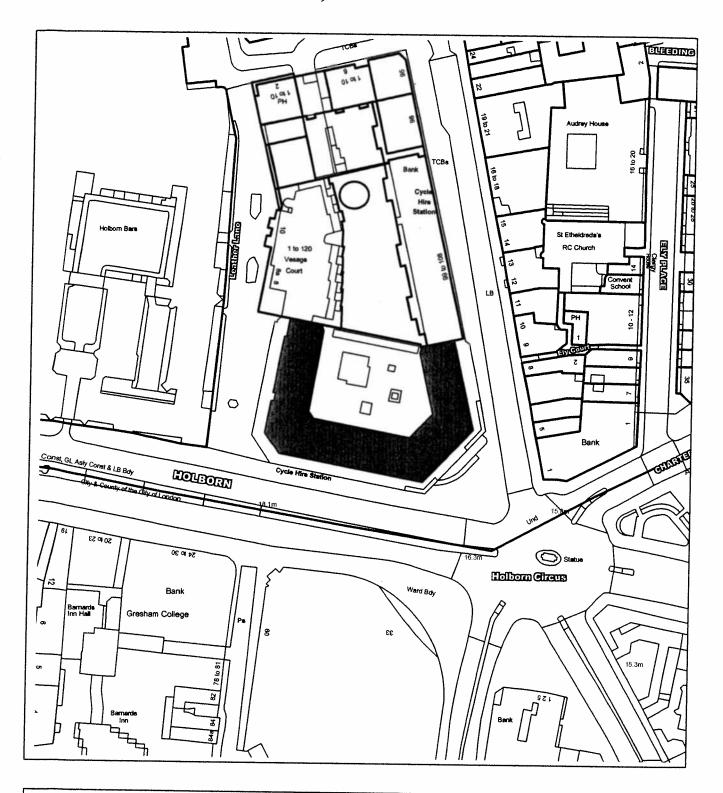
Yours faithfully

Culture and Environment Directorate

# DECISION

## 121 HOLBORN, LONDON EC1N 2TD

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community support ethic as per BoUNCE Community Works. A long dialogue has already been established with the local community who are in full support of Bounce.

The venue will be made available to the following:

- 1. All state schools Camden within a 2.5km radius
- 2. St Peters Italian Catholic Youth Club 136 Clerkenwell Road, London EC1R 5EN
- 3. 7 O'Clock Youth Club NW1 1BD

- 4. Camden Integrated Youth Support Service (IYSS) After School Club NW1 1BD
- 5. Integrated Youth Support Services NW 1 1BD
- 6. Greenhouse, Sport and performing arts charity
- 7. Another other youth group located within a 2.5km radius who wishes to contact the venue for access.
- 8. Bounce Leisure ltd reserves the right to operate its own charity initiatives which align with the objectives of the S106 and which may on certain weeks take up the full two days access time

There will be no cost associated to schools or youth groups using the facilities. The company believes this should form part of a very active social responsibility programme and it should be available at no cost so as not to limit individuals' ability to access the facility.

Bounce Leisure will be responsible for coordinating access times to the facilities, however if local groups wish to contact the company to arrange this is also welcomed.

Bounce Leisure intend also to set up and promote its own youth charity. This will be advertised on the main Bounce website and will be set up in conjunction with the local residents association.

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