

DATED

25th June

2012

(1) ROYAL MAIL ESTATES LIMITED

and

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

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

**THE BRITISH POSTAL MUSEUM AND ARCHIVE
CALTHORPE HOUSE
15-20 PHOENIX PLACE, LONDON WC1X 0DA**

**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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CLS/COM/CFJ/1685.1528_FINAL 22.06.12

THIS AGREEMENT is made the 25th day of

June

2012

BETWEEN:

- i. **ROYAL MAIL ESTATES LIMITED** (Co. Regn. No. 05770587) OF 148 Old Street, London EC1V 9HQ and of 100 Victoria Embankment, London EC4Y 0HQ (hereinafter called "the Owner")
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

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 NGL546289.
- 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 was submitted to the Council and validated on 26 March 2012 for the development of the Property and the Council resolved on 31 May 2012 to grant permission conditionally under reference number 2012/1897/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- 2.1 "Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "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
- 2.4 "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
- 2.5 "Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing rear extensions and outbuildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding

environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing rear extensions and outbuildings on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "Construction Phase"

the whole period between

(i) the demolition of the Existing Buildings; and

(ii) the date of issue of the Certificate of Practical Completion

2.6 "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

2.7 "Development"

change of use of the existing building from offices (Class B1) to a new British Postal Museum and Archive (Class D1) with ancillary bar/café facilities, erection of a two storey rear extension, three storey infill side extension, single storey side extension, installation of new windows, relocation of rooftop plant area, associated alterations to the façades and landscaping following demolition of existing rear extensions and outbuildings as shown on drawing numbers 1625/P/008A; 1625/P/409B; 1625/SU/001A; -002A; -003A; -004A; -100A; -101A; -102A; -200A; -201A; 1625/P/400B; -

401B; -402B; -403B; 1625/P/001K; -002H; -003H; -004E; -200B; -201B; -112B; -113B; -114B; Planning Statement, DP9, March 2012; Daylight and Sunlight Report, GIA, 9th March 2012 ref 4559; 4559-59-15a ADF results; Daylight/Sunlight window location; Noise Assessment, Max Fordham, February 2012; BREEAM pre assessment, Max Fordham, March 2012; Environmental Statement, Max Fordham, February 2012; Delivery and Servicing Statement, SKM Colin Buchanan, March 2012 ref VN40355; Ecology Scoping Survey, The Ecology Consultancy, 22 February 2012 ref 111138; Design and Access Statement, Feilden Clegg Bradley Studios, March 2012; DP9 email 23 May 2012 entitled RE: BPMA 2012/1897/P.

2.8 "Existing Buildings"

the rear extensions as shown hatched blue on Plan 3 and outbuildings shown hatched red on Plan 3 existing at the Property as at the date of this Agreement

2.9 "Highways Contribution"

the sum of £11,234 (eleven thousand two hundred and thirty 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 for the carrying out of works to the public highway and associated measures ("the Highways Works") in the vicinity of the Property such works to include:-

- (a) repaving the footways surrounding the site as shown for indicative purposes on Plan 2; and

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

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

2.10 "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 save that for the purposes of this Agreement the following shall be deemed not to be material operations: demolition archaeological site or soil investigations site survey and the erection of hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly

2.11 "Level Plans"

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

2.12 "Museum Plan"

a plan which can be updated and amended from time to time by agreement in writing between the Owner and the Council setting out details of how the museum forming part of the Development is to be operated, including:

- (i) a description of the museum and its purpose (ii) the hours when museum is open to the public
- (ii) measures to ensure the Owner will facilitate visits by schools and

- community groups and details setting out how these visits will be facilitated
- (iii) measures to ensure the museum will provide free entry for all children under 16 where they are not part of a guided tour led by museum staff
 - (iv) measures to ensure that any child or adult participating in guided tours led by museum staff will be charged two pounds (£2) per person for the guided tour and mechanisms to ensure that any increase in this charge will be agreed in writing by the Council prior to any application of the amended fee;
 - (v) measures to ensure local community groups will be able to hire rooms for free or at discounted rates and details of how those groups will be made aware of the rooms and the free or discounted rates; and
 - (vi) 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

2.13 "Occupation Date"

the date when any part of the Development is occupied but for the avoidance of doubt shall not include occupation for the purpose of construction works or fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.14 "Parties"

mean the Council and the Owner

- 2.15 "Pedestrian and Cyclist Improvements Contribution" the sum of £30,000 (thirty 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 event of receipt for Pedestrian, Cycling and Environmental improvements in the vicinity of the Development and in particular including a contribution towards the Legible London scheme
- 2.16 "Plan 1" the plan annexed hereto marked "Plan 1" showing the Property
- 2.17 "Plan 2" the plan annexed hereto marked "Plan 2" showing the indicative footways forming part of the Highway Works
- 2.18 "Plan 3" the drawing numbered 1625P/409B showing the Existing Buildings
- 2.19 "Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 26 March 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/1897/P subject to conclusion of this Agreement
- 2.20 "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

- 2.21 "Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.22 "Property" the land known as Calthorpe House 15-20 Phoenix Place London WC1X 0DA the same as shown outlined in red and shaded grey on the plan marked "Plan 1" annexed hereto
- 2.23 "Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.24 "Renewable Energy Plan" a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-
- (a) 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;
 - (b) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
 - (c) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;

- (d) measures to enable future connection to a local energy network at the boundary of the Property;
- (e) 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 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;
- (f) 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 Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; 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

2.27 "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 the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle 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) details of anticipated coach trips to and from the site including how many coaches per day and at what times, and a detailed plan setting out where the coaches are to load and unload visitors, where they are to wait, and what routes the coaches will take to and from the site
- (b) a requirement for delivery vehicles to unload from a specific suitably located area;
- (c) details of the person/s responsible for directing and receiving deliveries to the Property;
- (d) measures to avoid a number of delivery vehicles arriving at the same time;
- (e) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (f) likely nature of goods to be delivered;
- (g) the likely size of the delivery vehicles entering the Property;

- (h) 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
- (i) 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
- (j) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (k) details of arrangements for refuse storage and servicing; and
- (l) 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

2.28 " Sustainability Plan"

a plan including a post construction review securing the incorporation of the sustainability measures outlined in the BREEAM pre assessment submitted with the Planning Application in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) be based on a Building Research Establishment Environmental Assessment Method assessment with a

target of achieving a Very Good rating and attaining at least 52% of the credits in Energy, 57% of the credits in Water and 53% of the credits in Materials;

- (b) 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
- (c) 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

2.29 "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

2.30 "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 for both employees of and visitors to the museum incorporating (but not limited to) the following:-

- (a) the elements set out in the Third 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 Section 278 of the Highways Act 1980, 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, 4.4, 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 To ensure that prior to occupying any part of the Development each new occupant 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 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.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3 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 units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 **HIGHWAYS CONTRIBUTION**

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.2.6 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.

4.2.7 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.

4.3 **PEDESTRIAN AND CYCLIST IMPROVEMENTS CONTRIBUTION**

4.3.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Pedestrian and Cyclist Improvements Contribution.

4.3.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Pedestrian and Cyclist Improvements Contribution in full.

4.4 **CONSTRUCTION MANAGEMENT PLAN**

4.4.1 On or prior to the Construction Phase to provide the Council for approval a draft Construction Management Plan.

4.4.2 Not to commence the Construction Phase of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.4.3 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.

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

4.5 **SUSTAINABILITY PLAN**

4.5.1 On or prior to the Implementation Date to submit to the Council for approval a draft of the Sustainability Plan.

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

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

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 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.

4.6 **RENEWABLE ENERGY PLAN**

4.6.1 On or prior to the Implementation Date to submit to the Council for approval a draft of the Renewable Energy Plan.

4.6.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Renewable Energy Plan as demonstrated by written notice to that effect.

4.6.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing

confirming the measures incorporated in the Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.6.4 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 operated in strict accordance with the Renewable Energy 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 Renewable Energy Plan.

4.7 **MUSEUM PLAN**

4.7.2 On or prior to Implementation to submit to the Council for approval a draft of the Museum Plan.

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

4.7.4 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 Museum 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 Museum Plan.

4.8 **SERVICE MANAGEMENT PLAN**

4.8.2 On or prior to Implementation to submit to the Council for approval a draft of the Service Management Plan.

4.8.3 Not to Occupy or permit Occupation 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.

4.8.4 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.

4.9 TRAVEL PLAN

- 4.9.1 On or prior to the Implementation Date to submit to the Council for approval a draft of the Travel Plan.
- 4.9.2 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.
- 4.9.3 After the Occupation Date 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 and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

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 2012/1897/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not

make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of the Construction Management Plan (clause 4.4) Sustainability Plan (clause 4.5) Renewable Energy Plan (clause 4.6) Museum Plan (clause 4.7) Service Management Plan (clause 4.8) and Travel Plan (clause 4.9) for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2012/1897/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 ZN425ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement

upon presentation of an appropriate value added tax invoice addressed to the Owner.

- 5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2012/1897/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 nor its 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.

7. **RIGHTS OF THIRD PARTIES**

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

8. **OBLIGATIONS OF THE COUNCIL**

The Council covenants with the Owner as follows:-

- 8.1 To use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
- 8.2 To use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that aims to have the Highways Works completed at the same time as the Development and the Council shall use its reasonable endeavours to achieve that aim and to carry out the Highways Works in a good and workmanlike manner.
- 8.3 .In relation to the costs of the Highway Works the Council shall:
- (a) use reasonable endeavours to procure that the Highway Works are carried out in a financially economic way;
 - (b) when reasonably requested by the Owner provide to the Owner a written breakdown of all past and proposed future expenditure from the Highway Contribution;
 - (c) use reasonable endeavours to notify the Owner in writing when the Council becomes aware that the cost of the Highway Works will exceed the Highway Contribution and use reasonable endeavours to consult with the Owner with a view to minimising such excess
- 8.4 If the Highway Contribution has not been expended either in total or in part or committed for expenditure for the purposes for which the Highway Contribution was paid within five years of the Occupation Date then any part of the sum which remains unexpended or uncommitted at that date shall be reimbursed by the Council to the Owner upon receipt of written request by Owner for the same.

9 CONSENTS AND AGREEMENT IN RELATION TO THIS AGREEMENT

9.1 It is hereby agreed and declared that any approval declaration of satisfaction agreement or consent required under the terms of this Agreement shall not be unreasonably withheld or unreasonably delayed.

IN WITNESS whereof the Council and the Owner have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NO_x, PM₁₀, CO₂ 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 PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalyts, 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 catalyts, 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 taken 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 CO₂ 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 CO₂ 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 CO₂ 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
- 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 FOURTH SCHEDULE TRAVEL PLAN

The Travel Plan will be a basis for promoting sustainable travel to and from the Property. The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

PART I: COMPONENTS:

In drawing up to 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 staff and consider potential park and ride type services or shuttle-type services for staff, or suggest further enhancements to the scheduled London Bus network
 - b. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk)
 - c. Consider staff provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams
 - d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for staff 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 this Property and the proposed additional 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. Staff Parking and travel**

A review of staff travel should have the principal aim of reducing non-essential single occupant driver trips to the site. This should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of staff car parking and permits in and around the Property.
- b. a review of 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:

- a. secure and well-lit workplace cycle parking
- b. changing and showering facilities

Consideration shall also be given to providing:

- 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) 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 are carried out on an ongoing basis and at least every 2 years. 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 employees**

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

3. **User/ Employee Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Plan is to succeed. This stage will include employee 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 employers business. The Owner will consult with the Council and providers of public transport at this stage.

4. **Implementation**

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

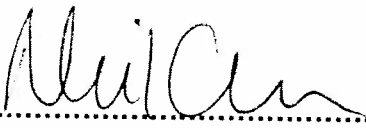
5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism 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 BRITISH POSTAL MUSEUM AND ARCHIVE
CALTHORPE HOUSE 15-20 PHOENIX PLACE, LONDON WC1X 0DA

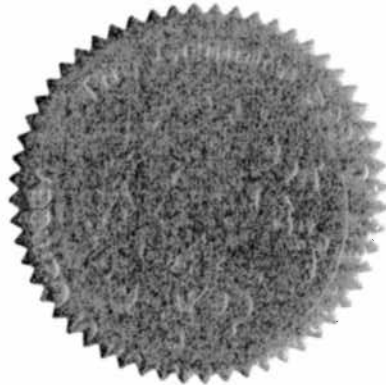
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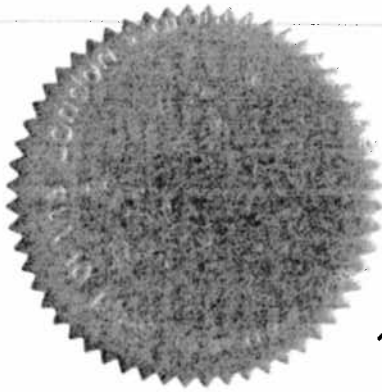
EXECUTED AS A DEED BY THE)
AFFIXING OF THE COMMON SEAL of)
ROYAL MAIL ESTATES LIMITED)
in the presence of: Neil David Owen)
a person authorised by)
Royal Mail Estates Limited to act)
for that purpose)


.....

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


.....
Authorised Signatory

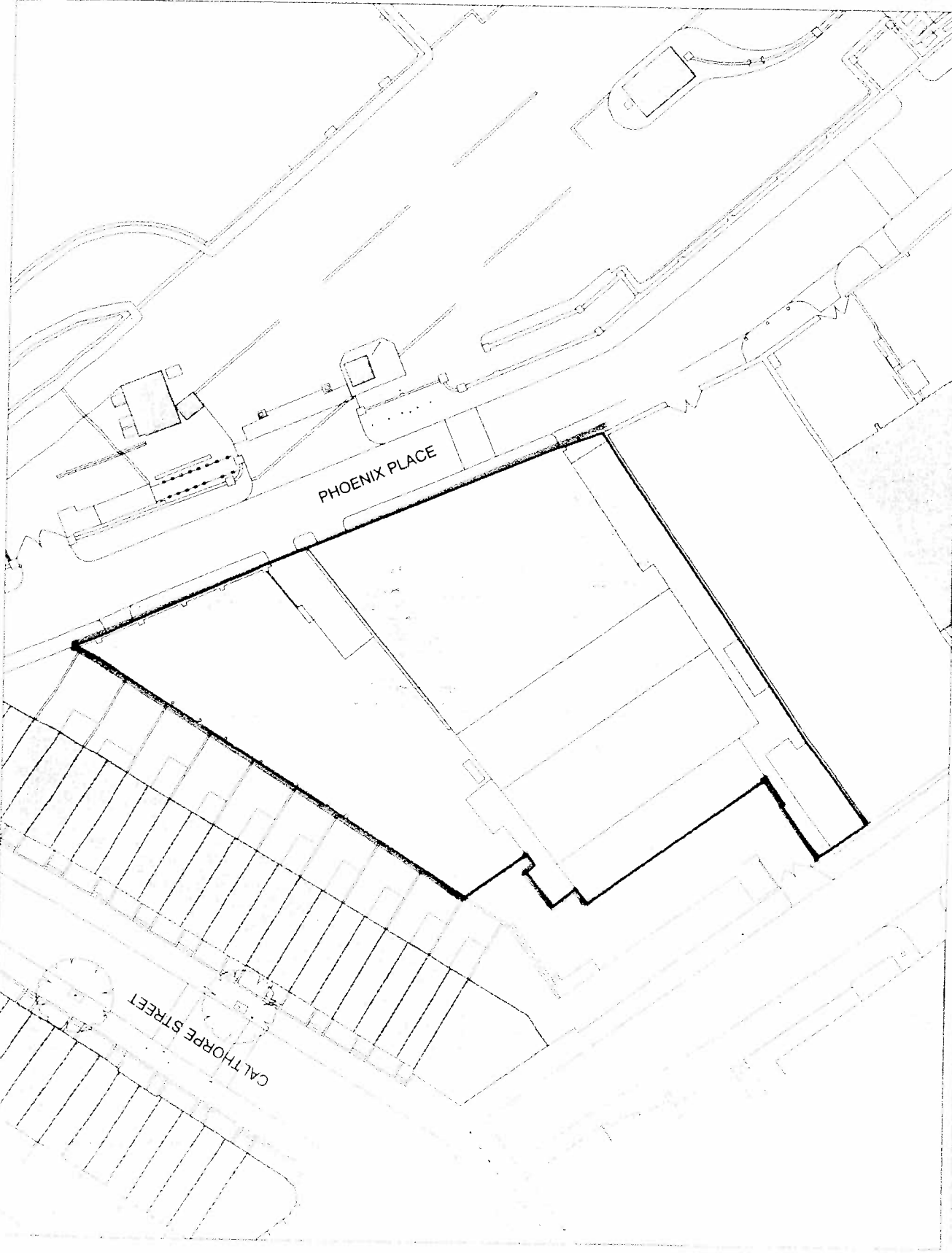




NDS
PLAN 1

Neil David Ower
Neil David Ower

Application No: 1625/P/008 A
 Applicant: BRITISH POSTAL MUSEUM AND ARCHIVE
 Site Name: MUSEUM PLANNING LONDON
 Site Address: 1 CALTHORPE STREET, LONDON, W1A 1AA
 Date: 14/01/2016
 Scale: 1:1000
 Drawing No: 1625/P/008 A
 Date of Issue: 14/01/2016
 Drawing No: 1625/P/008 A



THE BRITISH
 POSTAL
 MUSEUM
 & ARCHIVE



APPLICATION SITE BOUNDARY

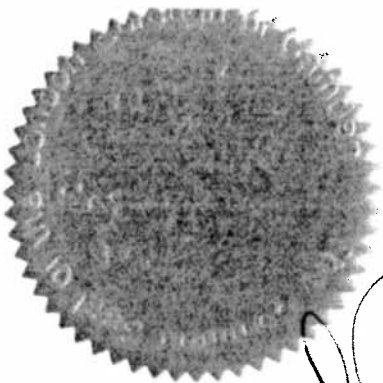
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 Drawing No: 1625/P/008 A

PLAN 2

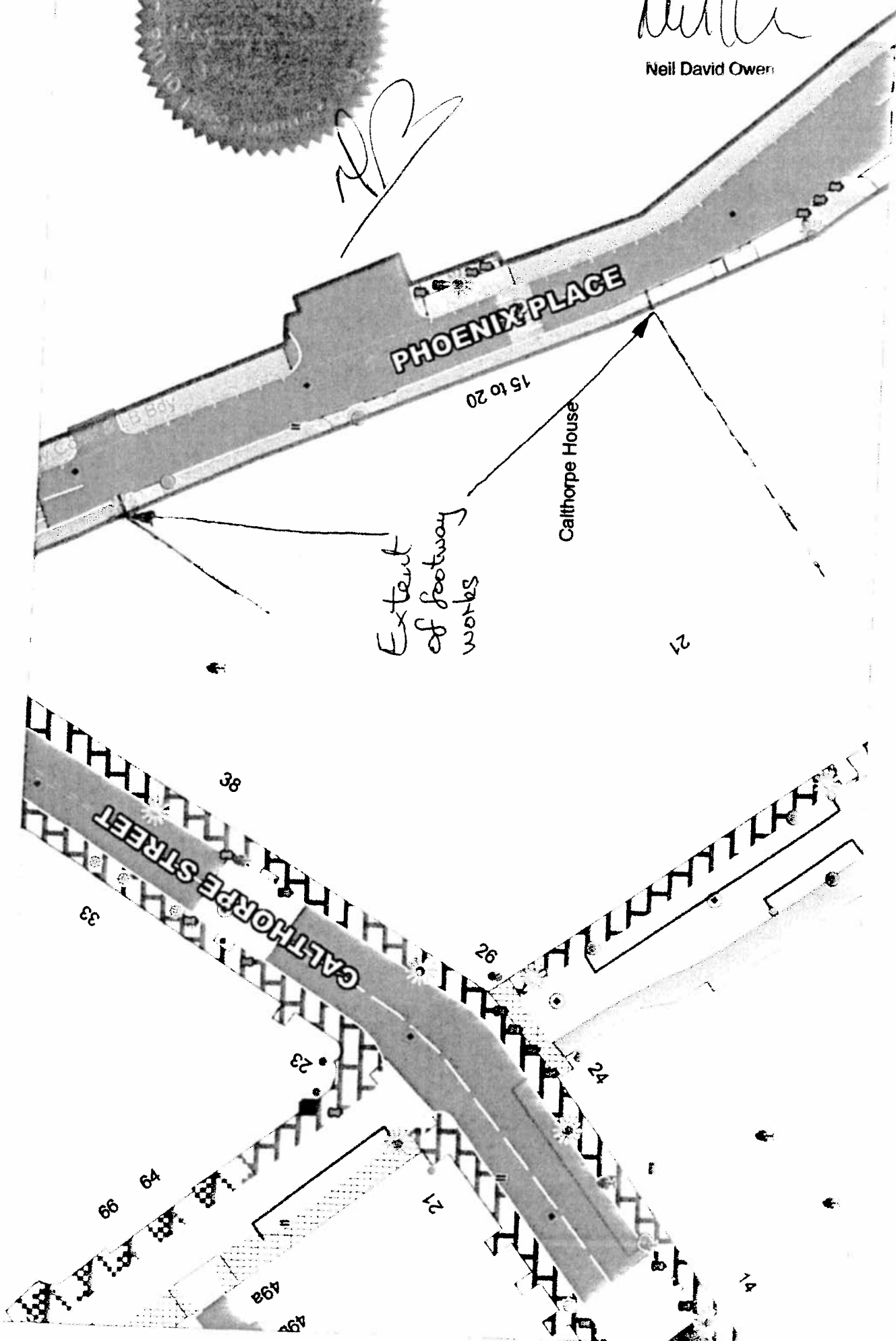
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Miller

Neil David Owen

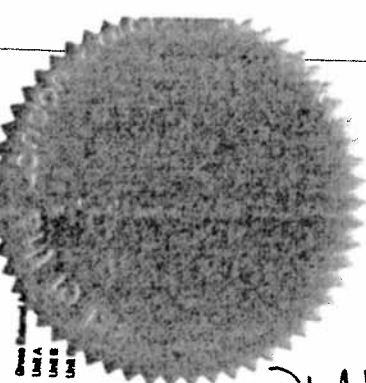


ND



336

- ON THORPE HOUSE, SHALL BE OPEN FOR CONSULTATION
- LIGHT INDUSTRIAL UNITS FOR CONSULTATION
- SITE BOUNDARY FOR CONSULTATION PROPOS
- ENTIRE OF THIS UNIT



PLAN 3 *lll*

Neil David Owe

Neil David Owe

APPROVED FOR PLANNING
SUBMITTED FOR PLANNING

APPLICATION FOR FULL PLANNING CONSENT

BRITISH POSTAL MUSEUM AND ARCHIVE 1626/PI/408 B

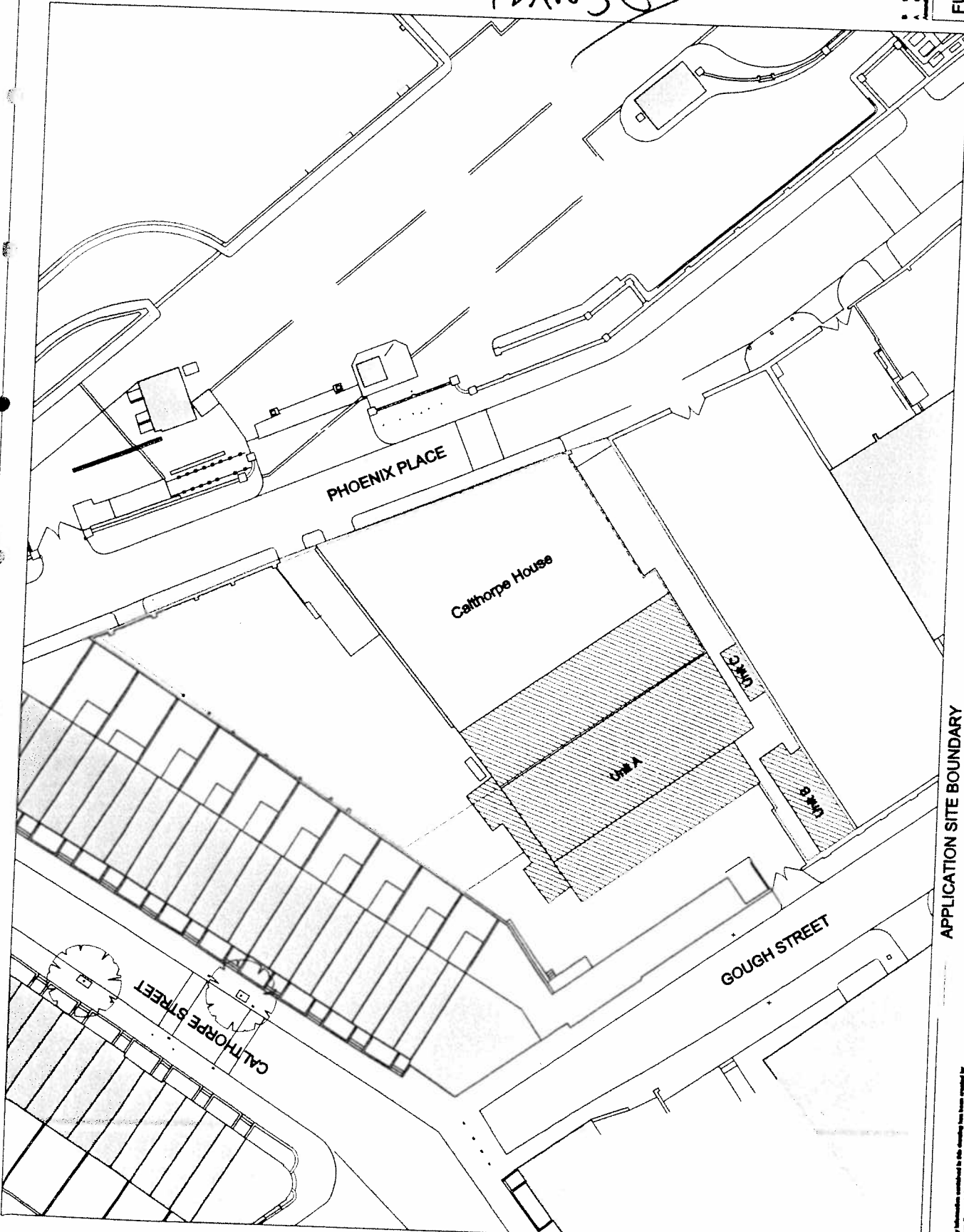
DATE 15/08/14

DATE 15/08/14

PROPOSED CONSULTATION

DATE 07/10/13

Do not scale. All dimensions to be checked on site. Original printed at A1.



THE BRITISH POSTAL MUSEUM ARCHIVE

1626/PI/408 B

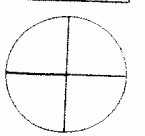
DATE 15/08/14

DATE 15/08/14

PROPOSED CONSULTATION

DATE 07/10/13

THE BRITISH POSTAL MUSEUM ARCHIVE



APPLICATION SITE BOUNDARY

Notes: All drawings are the property of the applicant. All drawings have been created by the applicant. All drawings are the property of the applicant. All drawings have been created by the applicant.

Mr Greg Smith
100 Pall Mall
London
SW1Y 5NQ

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

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

Application Ref: **2012/1897/P**

22 June 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:

Calthorpe House
15 - 20 Phoenix Place
London
WC1X 0DA

Proposal:

DECISION
Change of use of the existing building from its present use to new British Postal Museum and Archive (Class D1) with ancillary bar/cafe facilities, erection of a two storey rear extension, three storey infill side extension, single storey side extension, installation of new windows, relocation of rooftop plant area, associated alterations to the façades and landscaping following demolition of existing rear extensions and outbuildings.

Drawing Nos: 1625/P/008A; 1625/P/409B; 1625/SU/001A; -002A; -003A; -004A; -100A; -101A; -102A; -200A; -201A; 1625/P/400B; -401B; -402B; -403B; 1625/P/001K; -002H; -003H; -004E; -200B; -201B; -112B; -113B; -114B; Planning Statement, DP9, March 2012; Daylight and Sunlight Report, GIA, 9th March 2012 ref 4559; 4559-59-15a ADF results; Daylight/Sunlight window location; Noise Assessment, Max Fordham, February 2012; BREEAM pre assessment, Max Fordham, March 2012; Environmental Statement, Max Fordham, February 2012; Delivery and Servicing Statement, SKM Colin Buchanan, March 2012 ref VN40355; Ecology Scoping Survey, The Ecology Consultancy, 22 February 2012 ref 111138; Design and Access Statement, Feilden Clegg Bradley Studios, March 2012; DP9 email 23 May 2012 entitled RE: BPMA 2012/1897/P.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted to be carried out in accordance with the following approved plans: 1625/N/000A; 1625/N/409B; 1625/SU/001A; -002A; -003A; -004A; -100A; -101A; -102A; -200A; -201A; 1625/P/400B; -401B; -402B; -403B; 1625/P/001K; -002H; -003H; -004E; -200B; -201B; -112B; -113B; -114B; Planning Statement, DP9, March 2012; Daylight and Sunlight Report, GIA, 9th March 2012 ref 4559; 4559-59-15a ADF results; Daylight/Sunlight window location; Noise Assessment, Max Fordham, February 2012; BREEAM pre assessment, Max Fordham, March 2012; Environmental Statement, Max Fordham, February 2012; Delivery and Servicing Statement, SKM Colin Buchanan, March 2012 ref VN40355; Ecology Scoping Survey, The Ecology Consultancy, 22 February 2012 ref 111138; Design and Access Statement, Felton Egg Barrow Studio, March 2012; DP9 email 23 May 2012; Planning Ref: N/2012/2718/1F.

Reason: For the avoidance of doubt, this is a condition of the proposed planning.

- 3 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 be used as a Museum and Archive and for no other purpose.

Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises/immediate area 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.

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

a) Plan, elevation and section drawings, including jambs, head, cill and typical glazing bar details of all new window and door openings at a scale of 1:10.

b) Samples and/or manufacturer's details of new facing materials for the proposed

extensions and boundary treatment to Phoenix Place.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 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.

- 5 The flat roofs of the single storey rear extensions to the north of the main building hereby approved shall not be used as a roof terraces and access onto these roofs shall be for maintenance of the building only and for no other purposes.

Reason: In order to protect the amenity of neighbouring premises in accordance with the requirements of policy CS14 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 Prior to the commencement of the development, details of the proposed mitigation measures in order to meet the following standards are to be submitted and approved in writing by the Local Planning Authority. The approved scheme shall be provided in its entirety prior to the first occupation of the building and shall thereafter be maintained in effective order to the reasonable satisfaction of the Council.

- 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 is in operation.

- Where it is considered that any plant/equipment is a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps) special attention should be given to reducing the noise levels from that piece of plant/equipment at any sensitive façade to at least 10dB(A) below the LA90, expressed in dB(A). And,

- For each of the octave band of centre frequencies 63Hz-8KHz inclusive, noise levels from all plant/equipment (measured in LAeq) when in operation shall at all times add not more than 1 decibel to the existing background noise level LA90, expressed in dB(A), in the same octave band as measured 1 metre external to sensitive facades.

All related measurements shall be carried out over a period of 60 minutes (that is, hourly recorded measurements shall be presented over a 24 hour period).

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

- 7 The Museum and Archive use hereby permitted shall not be carried out outside the following times 07:30 to 22:00 Monday to Sunday.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 8 The bar/cafe use hereby permitted shall not be carried out outside the following times 07:30 to 22.00 Monday to Sunday.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

DRAFT

- 9 The courtyard area hereby permitted shall not be used outside the following times 08:00 to 21.00 Monday to Sunday.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Before the development commences, a dedicated cycle storage area for 22 x cycles shall be provided to an approved facility. The approved facility shall thereafter be provided with a minimum of one cycle for every two units, and thereafter permanently maintained and retained thereafter.

DECISION

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..

- 11 The approved facility for waste storage and removal (including recycled materials) shall be provided prior to the first occupation of building and permanently maintained and retained thereafter.

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

- 12 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas, including any temporary measures in advance of future development, 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 policy CS14 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.

- 13 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 the completion of the development or any phase of the development whichever is the later. For 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, they shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

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 policy CS14 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.

DRAFT
DECISION

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 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.
- 3 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

- 4 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 proposed development and the information given on the plans, the charge for this development is £11,350 (227sqm x £50). You will be expected to discharge such planning permissions are implemented. Please use the forms attached to indicate who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

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

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

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 5 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 6 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 or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk
- 7 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, CS9 - Achieving a successful Central London, CS10 - Supporting community facilities and services, CS11 - Promoting sustainable and efficient travel, CS13 -Tackling climate change through promoting higher environmental

standards, CS14 - Promoting high quality places and conserving our heritage, CS18 - Dealing with our waste and encouraging recycling, CS19 - Delivering and monitoring the Core Strategy and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP13 - Employment premises and sites DP14 - Tourism development and visitor accommodation, DP15 - Community and leisure uses, DP16 - The transport implications of development, DP17 - Walking, cycling and public transport, DP18 - Parking standards and limiting the availability of car parking, DP19 - Managing the impact of parking, DP21 - Development connecting to the highway network, DP22 - Promoting sustainable design and construction, 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, DP32 - Air quality and Camden's clear zone.

- 8 Furthermore the proposed works with the proposed conditions by requirements in respect of the following principal uses of the building to a museum and archive, which is wider than the Mount Pleasant SPD is considered acceptable. The proposed conditions relating to opening hours and noise matters the residential amenity of nearby occupiers is considered to be preserved by the proposals. The proposed construction of a two storey rear extension, three storey side extension to the south and single storey extension to the north of the main building, and associated alterations to the existing building, are considered acceptable in terms of design and impact on the adjacent listed buildings and Conservation Areas. Subject to the recommended planning obligations the proposal is considered to be compliant with policy.

- 9 You are advised that any works to the boundary wall to the north of the site and to the rear of the building will require an application for Listed Building consent.
- 10 You are advised that conditions 6 and 9 mean that no customers shall be on the premises and no activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.

Yours faithfully

Culture and Environment Directorate

DATED

25th June

2012

(1) ROYAL MAIL ESTATES LIMITED

and

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

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

**THE BRITISH POSTAL MUSEUM AND ARCHIVE
CALTHORPE HOUSE
15-20 PHOENIX PLACE, LONDON WC1X 0DA**

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

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

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