

DATED

4TH MAY

2012

**(1) THE INCORPORATED TRUSTEES OF  
UNIVERSITY COLLEGE LONDON HOSPITALS CHARITIES**

and

**(2) SVENSKA HANDELSBANKEN AB**

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  
**VICTORY HOUSE**  
**163-170 TOTTENHAM COURT ROAD**  
**LONDON W1T 7NP**  
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/1685.1464  
s106 v final



THIS AGREEMENT is made the 4<sup>th</sup> day of May 2012

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

- i. **THE INCORPORATED TRUSTEES OF UNIVERSITY COLLEGE LONDON HOSPITALS CHARITIES** of 5<sup>th</sup> Floor East 250 Euston Road London NW1 2PG a body corporate under part VII of the Charities Act 1993 as the trustees of the University College London Hospitals Charity registered with the Charity Commission with number 229771(hereinafter called "the Owner") of the first part
- ii. **SVENSKA HANDELSBANKEN AB (PUBL)** (incorporated in Sweden) (UK Co. Regn. No. FC014392) of 3 Thomas More Square London E1W 1WY and whose address for service in the United Kingdom is London West End Branch, 13 Charles II Street, London, SW1Y 4QU (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**1. WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers LN236504 and LN78118 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A planning application for the Development of the Property was submitted to the Council and validated on 8 February 2012 and the Council resolved to grant permission conditionally under reference number 2012/0962/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number LN78118 and LN236504 and dated 27 July 2011 is willing to enter into this Agreement to give its consent to the same.

## 2. **DEFINITIONS**

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

- |     |                   |   |
|-----|-------------------|---|
| 2.1 | "the 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 | "the Development" | Change of use of first and second floor level from offices (Class B1) to non-residential institution (The Institute of Sports, Exercise and Health) (Class D1), removal and replacement of 1 x window and installation of quench pipe for MRI exhaust on east elevation at second floor level and installation of 2 x louvered panels on east elevation at first floor level as shown on drawing numbers (SP)01 rev A; EX(0) LB-L0 rev A; EX(0) L1 & (0) L2 rev A; EX (E) 0_01 rev A; EX (E) 0_02 rev A; EX (E) 0_03 rev A; EX (S) 01 |

rev A; (0) LB-L0 rev A; (0) L1 & (0) L2 rev A; (E) 0\_01 rev A; (E) 0\_02 rev A; (E) 0\_03 rev A; (S) 01 rev A; Planning Statement by Llewelyn Davies Yeang dated 31/01/2012; Letter from Dron & Wright Property Consultants dated 23rd March 2012; Tenant Information Pack produced by Derwent London dated August 2010; and Colour brochure produced by Dron & Wright providing marketing details.

2.4 "the Employment and Training Contribution"

the sum of £23,402.50 (twenty three thousand four hundred and two pounds and fifty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the cost of the apprentice placement training and support and mentoring service provided by Kings Cross Construction and to other training and employment support projects in the London Borough of Camden

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 the Owner and the Mortgagee

- 2.8 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 8 February 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/0962/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 S106 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" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.11 "the Property" the land known as 163-170 Tottenham Court Road London W1T 7NP the same as shown shaded grey on the plan annexed hereto

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council shall grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

- 4.1 On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution in full.
- 4.2 Not to Implement or to permit Implementation until such time as the Council has received the Employment and Training Contribution in full.

#### **5. OBLIGATIONS OF THE COUNCIL**

The Council covenants to:

5.1 Not to use any part of the Education and Training Contribution other than for purposes for which it was paid (whether by the Council or another party).

5.2 In the event of receipt of any contribution payable pursuant to clause 4 of this Agreement to consult with the Owner as to how the Council intends to apply the contribution and to pay due regard to any representations made by the Owner in relation to the same.

6. **NOTICE TO THE COUNCIL/OTHER MATTERS**

6.1 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.

6.2 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 2012/0962/P the date upon which the Development is ready for Occupation.

6.3 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 reasonable 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.

6.4 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.



- 6.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council's Planning Obligations Monitoring Officer shall (if requested to do so in writing) provide written confirmation of compliance with or partial compliance with (as and if appropriate) the provisions of any such obligation and its Borough Solicitor shall (if requested to do so in writing and subject to a fee of £1,000 in respect of each such obligation) provide a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 6.6 Payment of the financial contribution 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 ZN386ZL065 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.
- 6.7 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.
- 6.8 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

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

- 6.9 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.

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

- 7.1 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 2012/0962/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.
- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 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.
- 7.4 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 enter a notice of 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.
- 7.5 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.

7.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

7.7 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.

7.8 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.

## 8. **MORTGAGEE EXEMPTION**

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

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

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

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

Signed as a deed on behalf of )  
**The Incorporated Trustees of** )  
**University College London Hospitals** )  
**Charities** a body corporate under )  
Part VII of the Charities Act 1993 by )  
**JAMES THORNE** )  
being one of the incorporated trustees of )  
that body under an Authority conferred )  
on them under the provisions of )  
Section 60(4) of that Act )  
In the presence of )

*James Thorne*

**Witness**

Signature: *Jo Weir*

Name: *Jo Weir*

Address: *66 LINCOLN'S INN FIELDS*  
*LONDON WC2A 3LT*

Occupation: *Legal Secretary*

For and on behalf of )  
**SVENSKA HANDELSBANKEN AB (publ)** )

*Jon Carl*

**Authorised Signatory**

*[Signature]*

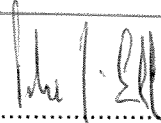
**Authorised Signatory**

*[Signature]*

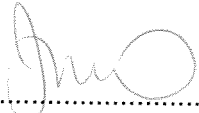
~~IN WITNESS~~ whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

Signed as a deed on behalf of  
**The Incorporated Trustees of  
University College London Hospitals  
Charities** a body corporate under  
Part VII of the Charities Act 1993 by

PETER ELL  
being one of the incorporated trustees of  
that body under an Authority conferred  
on them under the provisions of  
Section 60(4) of that Act  
In the presence of



**Witness**

Signature: 

Name: Fuchs, G

Address: 5 m Floor East

210, Grafton Rd.  
London, NW1 2LX

Occupation: Charity Secretary

~~For and on behalf of~~ )  
**SVENSKA HANDELSBANKEN AB (publ)** )

.....  
**Authorised Signatory**

.....  
**Authorised Signatory**



**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
VICTORY HOUSE 163-170 TOTTENHAM COURT ROAD LONDON W1T 7NP**

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

.....  
Authorised Signatory







Llewelyn Davies Yeang  
Carlow House  
Carlow Street  
London  
NW1 7LH

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

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

Application Ref: **2012/0962/P**

Dear Sir/Madam

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

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

Address:  
**163 - 170 Tottenham Court Road**  
**London**  
**W1T 7NP**

**PROPOSAL**

**DECISION**  
Change of use of first and second floor level of building (currently used as a non-residential institution (The Institute of Contemporary Arts) to non-residential institution (The Institute of Contemporary Arts), removal and replacement of 1 x window and installation of quench pipe for MRI exhaust on east elevation at second floor level and installation of 2 x louvered panels on east elevation at first floor level.

Drawing Nos: (SP)01 rev A; EX(0) LB-L0 rev A; EX(0) L1 & (0) L2 rev A; EX (E) 0\_01 rev A; EX (E) 0\_02 rev A; EX (E) 0\_03 rev A; EX (S) 01 rev A; (0) LB-L0 rev A; (0) L1 & (0) L2 rev A; (E) 0\_01 rev A; (E) 0\_02 rev A; (E) 0\_03 rev A; (S) 01 rev A; Planning Statement by Llewelyn Davies Yeang dated 31/01/2012; Letter from Dron & Wright Property Consultants dated 23rd March 2012; Tenant Information Pack produced by Derwent London dated August 2010; and Colour brochure produced by Dron & Wright providing marketing details.

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 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.

- 3 Notwithstanding the provisions of Class D1 of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the premises shall only be used as an educational/teaching facility.

Reason: To ensure that the development does not adversely affect the adjoining premises, the immediate area, or the road by causing traffic congestion and excessive on-street parking in contravention of policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP18, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Before the development commences sound insulation shall be provided for the first and second floors of the building in accordance with a scheme submitted to and approved in writing by the local planning authority. The use shall thereafter not be carried out other than in complete compliance with the approved scheme.

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 policy DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

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

sensitive facade shall be at least 10dB(A) below the LA90, expressed in dB(A).

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

- 6 Before the relevant part of the development commences, details of the location of the proposed cycle parking area for 18 cycles shall be submitted to and approved in writing by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the floorspace on the first and second floor of the building, and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP17 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The development hereby permitted shall be carried out in accordance with the following approved plans:

(SP)01 rev A; EX(0) LB-L0 rev A; EX(0) L1 & (0) L2 rev A; EX (E) 0\_01 rev A; EX (E) 0\_02 rev A; EX (E) 0\_03 rev A; EX (S) 01 rev A; (0) LB-L0 rev A; (0) L1 & (0) L2 rev A; (E) 0\_01 rev A; (E) 0\_02 rev A; (E) 0\_03 rev A; (S) 01 rev A; Planning Statement by Llewelyn Davies Yeang dated 31/01/2012; Letter from Dron & Wright Property Consultants dated 23rd March 2012; Tenant Information Pack produced by Derwent London dated August 2010; and Colour brochure produced by Dron & Wright providing marketing details.

Reason:

For the avoidance of doubt a sustainability plan shall be submitted to the local planning authority for its approval which indicates proposed energy efficiency, water conservation and waste recycling measures to be installed within the building with reasonable endeavours to meet all the checklist criteria contained at Appendix 1 of CPG3 chapter 4. The development shall be carried out in accordance with the details thus approved and the measures shall be permanently retained and maintained thereafter.

- 8 Before the development commences a sustainability plan shall be submitted to the local planning authority for its approval which indicates proposed energy efficiency, water conservation and waste recycling measures to be installed within the building with reasonable endeavours to meet all the checklist criteria contained at Appendix 1 of CPG3 chapter 4. The development shall be carried out in accordance with the details thus approved and the measures shall be permanently retained and maintained thereafter.

Reason: To ensure a sustainable and resource efficient development in accordance with the requirements of policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Before the development commences a detailed Acoustic Report prepared by a suitably qualified acoustic engineer, demonstrating how the plant/machinery complies with the Council's LDF Noise Thresholds, shall be submitted to and approved by the local planning authority. All installed plant and acoustic attenuation measures shall be retained and maintained in accordance with the manufacturer's recommendations.

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

- 10 The use hereby permitted shall not be carried out outside the following times 06:00 to 24:00 Mondays to Fridays. It shall not be carried out at any time on Saturdays, Sundays or Bank Holidays.

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 policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 11 No plant other than that hereby approved shall be installed without prior written approval of the Council.

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 policy DP26 of the London Borough of Camden Local Development Framework Development Policies

Informative(s):

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

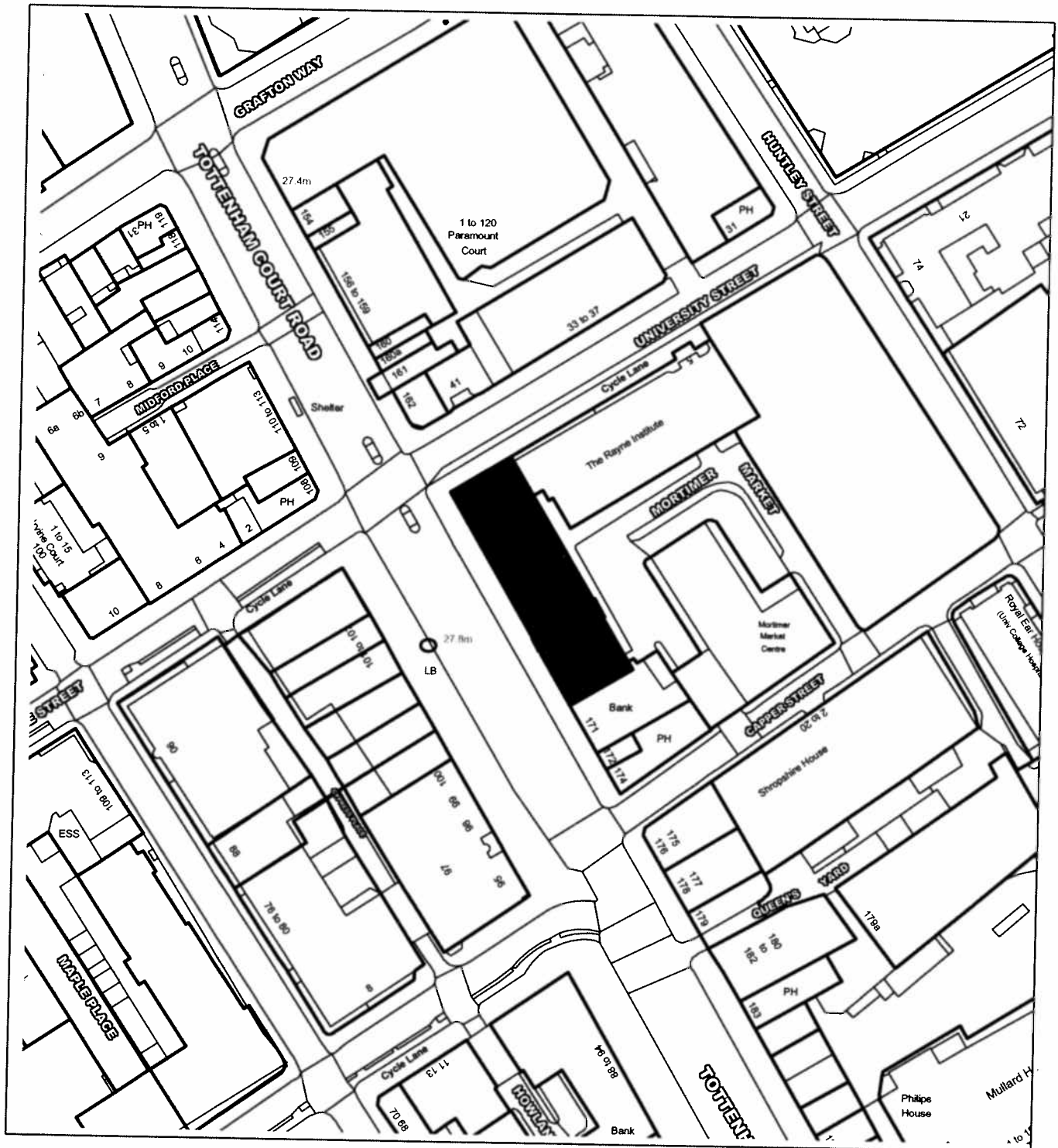
The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS1 Distribution of growth; CS3 Other highly accessible areas; CS5 Managing impact of growth; CS8 Promoting a successful and inclusive Camden economy; CS9 Achieving a successful Central London; CS10 Community facilities and services; CS11 Sustainable travel; CS13 Tackling climate change; CS14 High quality places and conserving heritage; CS15 Parks, open spaces and biodiversity; CS16 Improving Camden's environment; CS17 Safer places; CS18 Waste and recycling; CS19 Development in accordance with the Core Strategy and with the London Borough of Camden Local Development Framework Development Policies with particular regard to employment premises; DP15 Community and leisure uses; DP16 Transport implications of development; DP17 Walking, cycling and public transport; DP18 Parking standards; DP20 Movement of goods and materials; DP21 Highway network; DP22 Promoting sustainable design and construction; DP23 Water; DP24 High quality design; DP25 Conserving Camden's heritage; DP26 Impact on occupiers and neighbours; DP28 Noise and vibration; DP31 Open space and outdoor recreation; DP32 Air quality and clear zone. Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- the proposal would positively bring an underused building back into use and provide a central location for the country's first National Sports and Exhibition Centre which has been identified as a lasting legacy of the 2012 London Olympic and Paralympic Games. This development would provide significant value to persons seeking health care in CCLH and Camden's hospitals generally that are all in close proximity to the site. The minor external alterations to the rear elevation of the building

Yours faithfully

Culture and Environment Directorate



# 163-170 Tottenham Court Road



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