

DATED 23 December 2011

(1) TINDALL OVERSEAS LIMITED

and

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

**A G R E E M E N T**  
relating to land known as  
**LAND TO THE REAR OF**  
**202- 204 FINCHLEY ROAD, LONDON NW3 6BX**  
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  
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London WC1H 9LP

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CLS/COM/WB/1685.  
V1 09.12.11

**THIS AGREEMENT** is made the *23<sup>rd</sup>* day of *December* 2011

**BETWEEN:**

1. **TINDALL OVERSEAS LIMITED** (Incorporated in the British Virgin Islands) of Omar Hodge Building Road Town Tortola British Virgin Islands and of 5 Great College Street Westminster London SW1P 3SJ (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Numbers NGL793605 and NGL853430 and as the leasehold proprietor with title absolute of part of the Property under title number NGL778211.
- 1.2 The Owner 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 4 October 2011 and the Council resolved to grant permission conditionally under reference number 2011/4963/P subject to the conclusion of this legal Agreement.
- 1.4 The Council 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 "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 "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 "the Application" a planning application in respect of the development of the Property submitted to the Council and validated on 4 October 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/4963/P subject to conclusion of this Agreement

2.6 "the Certificate of Practical Completion"

a certificate certifying that the Development has been completed

2.7 "the Development"

erection of a building comprising lower/upper ground and first floor level accessed off Finchley Road for use as offices (Class B1) with green roof and plant at roof level green wall provision of 8 cycle and 3 motorcycle spaces at ground floor level and associated landscaping (following demolition of existing single-storey porter's lodge) as shown on drawing numbers: 2069-0101 Rev P2; 2069-0105 Rev P2; 2069-0106 Rev P2; 2069-0107 Rev P2; 2069-0111 Rev P2; 2069-0112 Rev P2; 2069-0115 Rev P2; 2069-0116 Rev P2; 2069-0117 Rev P2; 2069-0500 Rev P5; 2069-0501 Rev P8; 2069-0502 Rev P7; 2069-0503 Rev P7; 2069-0505 Rev P4; 2069-0510 Rev P2; 2069-0511 Rev P3; 2069-0512 Rev P4; 2069-0513 Rev P2; 2069-0514 Rev P2; 2069-0520 Rev P2; 2069-0521 Rev P2; 2069-0530 Rev P1; 2069-0531 Rev P1; 2069-0532 Rev P1; 2069-0535 Rev P1; 256.01; 256.03A; 3551/MSK/501B; 3551/ESK/101B; Environmental Noise Assessment by Bickerdale Allen & Partners dated 11/12/07; Addendum to Environmental Noise Assessment by Bickerdale Allen & Partners dated 17/12/07; Ecological Assessment (revised layout) by Catherine Bickmore Associates dated September 2011; Transport Statement by i-Transport LLP dated 06/12/07; Travel Plan by i-Transport LLP dated 06/12/07; BREEAM Prediction Report by Fulcrum Consulting dated 25/11/11 (ref:301668/BNBFL/2/D); Renewable Energy

Technologies Recommendations by Fulcrom Consulting dated November 2011; Desk Study & Preliminary Risk Assessment by Structural Soils Limited dated January 2008; Arboricultural Report by Simon Pryce dated 07/12/07; Design & Access Statement by Jestico & Whiles dated December 2007; Landscape Statement by Philip Cave Associates dated 13/12/07; Tree Survey by Philip Cave Associates dated 31/01/05 Rev A 23/05/07; Manufacturers Details (G-sky) of Green Roofs and Walls; and Letters from Jestico & Whiles dated 21/12/07 and 14/02/08, Servicing Strategy, May 2008, Interpretive report on ground investigation, November 2008 ; Ground Movement Assessment (ref:371014-02(00)) dated 30 November 2011; Basement Impact Assessment (ref:371014-01(01)), dated November 2011; Ecological Assessment Supplement Bat Survey, dated November 2011

2.8 "the Highways Contribution"

the sum of £60,000 (sixty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) transport improvements in the local area;
- (b) any other highways works or measures required to be undertaken in the vicinity of the Property as a consequence of the Development

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

2.9 "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

2.10 "Occupation Date"

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

2.11 "the Parking Plan"

a plan showing the number of parking spaces to service the Development which shall not exceed 36 on-site park spaces the same as shown numbered on Plan 1

2.12 "the Parties"

mean the Council and the Owner

2.13 "Plan 1"

the plan marked "Plan 1" annexed hereto being the drawing numbered 2069-SK-0117 Rev P2

2.15 "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

- 2.16 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.17 "the Property" the site to the rear of 202-204 Finchley Road London NW3 6BX the same as shown edged red on Plan 1
- 2.18 "The Travel Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Property incorporating the elements set out in the First Schedule hereto with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport

**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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 4.1.1, 4.1.2, 4.3.1, 4.4.1 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

- 4.1 **HIGHWAYS CONTRIBUTION**
- 4.1.1 On or prior to Implementation to pay to the Council the Highways Contribution in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.1.3 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.
- 4.1.4 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.



**4.2 CAR FREE**

- 4.2.1 To ensure that prior to occupying any part of the commercial element of the Development each new tenant of the commercial element 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.
- 4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.
- 4.2.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the commercial units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those commercial units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 of this Agreement

**4.3 TRAVEL PLAN**

- 4.3.1 On or prior to Implementation to submit to the Council the Travel Plan for approval.
- 4.3.2 Not to Occupy nor 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.
- 4.3.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

**4.4 PARKING PLAN**

- 4.4.1 On or prior to Implementation to submit to the Council the Parking Plan for approval.
- 4.4.2 To ensure that the Development is completed in a manner consistent with the Parking Plan.
- 4.4.3 Not to Occupy nor permit Occupation of any part of the Development until such time as the Council has approved the Parking Plan as demonstrated by written notice to that effect.
- 4.4.4 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 Parking Plan and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the Parking 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 the issue of a Certificate of Practical Completion give notice in writing to the Planning Obligations Monitoring Officer quoting planning reference 2011/4963/P specifying 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 (subject to the Council complying with all reasonable and proper regulation relating to safety and security at 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 provided that this covenant shall not prevent the Owner from making any claim against the Council where the Council is in breach of its obligations under this Agreement.
- 5.5 Payment of the Contribution pursuant to Clause 4.1 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 2011/4963/P 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.
- 5.6 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.
- 5.7 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

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

- 5.8 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2011/4963/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 any person deriving title from it 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 Where the Owner disposes by transfer or lease of any part of the Property the transferee or lessee of such part shall only be liable upon the terms of this agreement so far as its obligations still subsist and affect the Property subject to such disposition.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **RIGHTS OF THIRD PARTIES**

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

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

THE COMMON SEAL OF/ )  
EXECUTED AS A DEED BY )  
TINDALL OVERSEAS LIMITED )  
was hereunto affixed )  
in the presence of:-/ )  
acting by a Director and its Secretary )  
or by two Directors )

.....  
Director

.....  
Director/Secretary

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

.....

Authorised Signatory



## FIRST SCHEDULE

### THE TRAVEL PLAN

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

**The Travel Plan will be a basis for promoting sustainable travel to and from the Property.**

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

(For further advice on developing a Travel Plan see the DfT's travel plan website: [www.transportenergy.org.uk](http://www.transportenergy.org.uk) ) or Camden's website: [www.camden.gov.uk/wtp](http://www.camden.gov.uk/wtp)

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

**In drawing up 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](http://www.tfl.gov.uk)/[www.nationalrail.co.uk](http://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](http://www.est.org.uk)) for alternatively- fuelled vehicle grants

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

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan 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.



Jestico & Whiles  
1 Coburgh Street  
LONDON  
NW1 2HP

Application Ref: **2011/4963/P**  
Please ask for: **Amanda Peck**  
Telephone: 020 7974 5885

21 December 2011

Dear Sir/Madam

**DRAFT**  
**DECISION**

Town and Country Planning Acts 1990 (as amended)  
Town and Country Planning (General Development Procedure) Order 1995  
Town and Country Planning (Applications) Regulations 1988

**Renewal of Full Planning Permission Granted Subject to a Section 106 Legal Agreement**

Address:  
**Site to the rear of**  
**202 - 204 Finchley Road**  
London  
**NW3 6BX**

**DECISION**

**Proposal:**

Renewal of planning permission granted on appeal on 27/01/09 (2008/0183/P) for erection of a building comprising lower/upper ground and first floor level accessed off Finchley Road, for use as offices (Class B1) with green roof and plant at roof level, green wall, provision of 8 cycle and 3 motorcycle spaces at ground floor level, and associated landscaping (following demolition of existing single-storey porter's lodge).  
Drawing Nos: 2069-0101 Rev P2; 2069-0105 Rev P2; 2069-0106 Rev P2; 2069-0107 Rev P2; 2069-0111 Rev P2; 2069-0112 Rev P2; 2069-0115 Rev P2; 2069-0116 Rev P2; 2069-0117 Rev P2; 2069-0500 Rev P5; 2069-0501 Rev P8; 2069-0502 Rev P7; 2069-0503 Rev P7; 2069-0505 Rev P4; 2069-0510 Rev P2; 2069-0511 Rev P3; 2069-0512 Rev P4; 2069-0513 Rev P2; 2069-0514 Rev P2; 2069-0520 Rev P2; 2069-0521 Rev P2; 2069-0530 Rev P1; 2069-0531 Rev P1; 2069-0532 Rev P1; 2069-0535 Rev P1; 256.01; 256.03A; 3551/MSK/501B; 3551/ESK/101B; Environmental Noise Assessment by Bickerdale Allen & Partners dated 11/12/07; Addendum to Environmental Noise Assessment by Bickerdale Allen & Partners dated 17/12/07; Ecological Assessment (revised layout) by Catherine Bickmore Associates dated September 2011; Transport Statement by i-Transport LLP

dated 06/12/07; Travel Plan by i-Transport LLP dated 06/12/07; Desk Study & Preliminary Risk Assessment by Structural Soils Limited dated January 2008; Arboricultural Report by Simon Pryce dated 07/12/07; Design & Access Statement by Jestico & Whiles dated December 2007; Landscape Statement by Philip Cave Associates dated 13/12/07; Tree Survey by Philip Cave Associates dated 31/01/05 Rev A 23/05/07; Manufacturers Details (G-sky) of Green Roofs and Walls; and Letters from Jestico & Whiles dated 21/12/07 and 14/02/08, Servicing Strategy, May 2008, Interpretive report on ground investigation, November 2008; BREEAM Prediction Report by Mott MacDonald dated November 2011; Energy Strategy by Mott MacDonald dated November 2011; Ground Movements Assessment 371014-02(00) stlet, dated 30 November 2011; Ecological Assessment Supplement Bat Survey by Tindal Overseas Ltd dated November 2011.

The Council has considered your application and decided to grant permission subject to the following condition(s):

Conditions and Reasons:

- 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 Detailed cross-sections through the north, south, west elevations (1:10) of the building (including through the windows) shall be submitted to and approved in writing by the Council before any work is commenced on the relevant part of the development. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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

- 3 A sample of all facing/cladding materials (including by not limited to the timber infill panels, timber cladding, curtain walling, clear and opaque coloured glazing, coloured render) shall be submitted to, and be approved in writing by, the Local Planning Authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel shall be retained on site until the work has been completed.

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

- 4 Full details of all plant equipment including noise levels, to demonstrate compliance

with Condition 5, shall be submitted to and approved in writing by the Council before any work is commenced on the relevant part of the development. The development shall not be carried out otherwise than in accordance with any approval given and shall thereafter be maintained in effective order to the reasonable satisfaction of the Council.

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.

- 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 The approved cycle storage facility (to provide 8 additional bicycle stands in addition to the existing on-site cycle storage) shall be provided in its entirety prior to the first occupation of any part of the office development, and thereafter permanently maintained and retained thereafter.

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 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

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

by the Council.

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

- 8 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council. Details shall be submitted to and approved in writing by the Council before works commence on site to demonstrate how trees to be retained shall be protected during construction work: such details shall follow guidelines and standards set out in BS5837:2005 "Trees in Relation to Construction".

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 9 No development of the building should take place until a plan that indicates the full hard and soft landscape design details including plant species, sizes and positions and a maintenance plan has been submitted to, and approved in writing by, the local planning authority. Any hard landscaping should be of a permeable construction wherever possible. Implementation of the landscape design and subsequent maintenance shall be carried out in accordance with the approved details.

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.

- 10 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

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.

- 11 No development of the building should take place until drawings showing full details of the green roof/wall including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof/wall, and a programme for a scheme of maintenance shall be submitted to, and approved in writing by, the local planning authority prior to construction works. The green roof/wall shall be fully provided prior to occupation, in accordance with the approved details and maintained in accordance with the approved scheme of maintenance.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 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.

- 12 Before the development commences, details of the location, design and method of waste storage and removal (including recycled materials) shall be submitted to and approved in writing by the Council and the approved facility shall therefore be provided prior to the first occupation of any of the new units 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 policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

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

2069-0101 Rev P2; 2069-0105 Rev P2; 2069-0106 Rev P2; 2069-0107 Rev P2; 2069-0111 Rev P2; 2069-0112 Rev P2; 2069-0115 Rev P2; 2069-0116 Rev P2; 2069-0117 Rev P2; 2069-0500 Rev P5; 2069-0501 Rev P8; 2069-0502 Rev P7; 2069-0503 Rev P7; 2069-0505 Rev P4; 2069-0510 Rev P2; 2069-0511 Rev P3; 2069-0512 Rev P4; 2069-0513 Rev P2; 2069-0514 Rev P2; 2069-0520 Rev P2; 2069-0521 Rev P2; 2069-0530 Rev P1; 2069-0531 Rev P1; 2069-0532 Rev P1; 2069-0535 Rev P1; 256.01; 256.03A; 3551/MSK/501B; 3551/ESK/101B; Environmental Noise Assessment by Bickerdale Allen & Partners dated 11/12/07; Addendum to Environmental Noise Assessment by Bickerdale Allen & Partners dated 17/12/07; Ecological Assessment (revised layout) by Catherine Bickmore Associates dated September 2011; Transport Statement by i-Transport LLP dated 06/12/07; Travel Plan by i-Transport LLP dated 06/12/07; Desk Study & Preliminary Risk Assessment by Structural Soils Limited dated January 2008; Arboricultural Report by Simon Pryce dated 07/12/07; Design & Access Statement by Jestico & Whiles dated December 2007; Landscape Statement by Philip Cave Associates dated 13/12/07; Tree Survey by Philip Cave Associates dated 31/01/05 Rev A 23/05/07; Manufacturers Details (G-sky) of Green Roofs and Walls; and



Letters from Jestico & Whiles dated 21/12/07 and 14/02/08, Servicing Strategy, May 2008, Interpretive report on ground investigation, November 2008; BREEAM Prediction Report by Mott MacDonald dated November 2011; Energy Strategy by Mott MacDonald dated November 2011; Ground Movements Assessment 371014-02(00) stlet, dated 30 November 2011; Ecological Assessment Supplement Bat Survey by Tindal Overseas Ltd dated November 2011.

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

- 14 The development shall not be carried out other than in complete accordance with the submitted BREEAM assessments by an accredited assessor and an accompanying interim certificate stating that the development has been designed to achieve at least a rating of Very Good attaining target credits of 60% in each of the Energy and Water categories and 40% in the Materials and Waste category has been submitted to, and approved in writing, by the local planning authority. The use of the premises shall not commence until a final Post-Construction BREEAM Review Certificate has been submitted to the local planning authority demonstrating that by reasonable endeavours the target credits have been met.

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..

- 15 The development shall not be carried out other than in complete accordance with the submitted Energy Statement (\*\*name, date and reference to be confirmed and inserted here\*\*). Such measures outlined in the approved strategy shall be permanently retained and maintained thereafter. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems.

Reason: In order to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation in accordance with 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.

- 16 No part of the development hereby approved shall be occupied until a Service Management Plan setting out measures for managing deliveries to and from the development has been submitted to and approved by the local planning authority in consultation with Transport for London. The measures contained in the Service Management Plan shall at all times remain implemented.

Reason: To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 and DP20 of the London Borough of Camden Local Development Framework Development Policies.

- 17 Prior to commencement of development details showing measures to ensure that

the approach to and internal design of the new office accommodation is fully accessible to wheelchair users shall be submitted to and approved in writing by the Local Planning Authority. These measures shall be provided in their entirety prior to the first occupation of any of the building hereby approved and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP29 the London Borough of Camden Local Development Framework Development Policies.

- 18 No part of the development (including demolition) of any phase hereby approved shall be commenced until a Construction Management Plan (including an Air Quality Assessment) setting out measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the demolition and construction period, has been submitted to and approved by the local planning authority in consultation with Transport for London. The measures contained in the Construction Management Plan shall at all times remain implemented during the relevant construction phase.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- DECISION**
- 1 The development hereby approved must be carried out in strict compliance with the plans referred to in this permission. Any alteration to the approved scheme resulting either from the requirements of Building Regulations, or for any other cause, must not take place except with the written agreement of the Council as local planning authority.
  - 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 Transport for London had requested that you are advised that the footway of

Finchley Road is not blocked or obstructed during construction and maintenance of the proposal. Temporary obstruction should be kept to a minimum and should not encroach on the clear space needed for pedestrians to pass safely or to obstruct the flow of traffic. Vehicles involved in construction and maintenance should adhere to the Traffic Regulation Orders on the Transport for London Road Network at all times.

- 4 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
- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 7 Please note that any approval given by the Council does not give an exemption from the requirements to comply with the Wildlife and Countryside Act 1981 (as amended), or any other Acts offering protection to wildlife. Of particular note is the protection offered to bats, birds and their nests, whilst being built or in use. For further information contact Natural England on 0300 060 3900 or [www.naturalengland.org.uk](http://www.naturalengland.org.uk)
- 8 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 policies CS1 - Distribution of growth, CS3 - Other highly accessible areas, CS5 - Managing the impact of growth and development, CS8 - Promoting a successful and inclusive Camden economy, CS11 - Promoting sustainable and efficient travel, CS13 - Tackling climate change through promoting higher environmental standards, CS14 - Promoting high quality places and conserving our heritage, CS15 - Protecting and improving our parks and open spaces and encouraging biodiversity, CS16 - Improving Camden's health and wellbeing, CS17 - Making Camden a safer place, 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 policies DP1 - Mixed use development, DP13 - Employment premises and sites, 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, DP20 Movement of goods and materials, DP21 - Development connecting to the

highway network, DP22 - Promoting sustainable design and construction, DP23 - Water, DP24 - Securing high quality design, DP25 - Conserving Camden's heritage, DP26 - Managing the impact of development on occupiers and neighbours, DP27 - Basements and lightwells, DP28 - Noise and vibration, DP29 - Improving access, DP31 provision of and improvements to open space and outdoor sport and recreation facilities, and DP32 - Air quality and Camden's clear zone.

- 9 Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations: The policies regarding the majority of other matters, most notably mixed use development, design, amenity and transport considerations, have not changed significantly in thrust since the original permission. Notwithstanding this, a mixed use development has not been sought in this instance due to the nature and constraints of the site. The bulk and mass of the building reflects the backland nature of the site. The proposed materials have been carefully selected to assist in integrating the development into the site and ensuring that relates it to the diverse surrounding architectural styles. The proposed development will not adversely impact on the amenity of neighbouring properties. The proposed office accommodation has been designed to a high standard with both access and sustainability in mind.

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

Yours faithfully

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)

**DECISION**