

DATED

*2nd March*

2011

**(1) PATRICK JAMES JUDE DONNELLY, DOUGLAS IAIN FAIRBAIRN and  
KEITH BOWEN DAVIES as Trustees of  
THE COMMUNITY**

and

**(2) STARBOARD HOTELS SEVEN LLP**

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  
**SWINTON HOUSE**  
**324-326 GRAYS INN ROAD and SWINTON STREET**  
**LONDON WC1X 8BU**  
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  
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London WC1H 9LP

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THIS AGREEMENT is made the 2<sup>nd</sup> day of March 2011

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

1. **PATRICK JAMES JUDE DOONNELLY DOUGLAS IAIN FAIRBAIRN and KEITH BOWEN DAVIES as Trustees of THE COMMUNITY** of 67-68 Long Acre London WC2E 9FA (hereinafter called "the Owner") of the first part
2. **STARBOARD HOTELS SEVEN LLP** (Co. Regn. No. OC341270) whose registered office is at Roselodge Suite Wembley Point 1 Harrow Road Wembley Middlesex HA9 6DE (hereinafter called "the Interested Party") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 169644.
- 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 The Interested Party has entered into a sale contract with the Owner dated 4 January 2011 to acquire the Property and is the beneficiary of a unilateral notice registered on Title Number 169644 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 1 December 2011 and the Council has resolved to grant permission conditionally under reference number 2010/6535/P subject to conclusion of this legal Agreement.
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper

planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 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 Accessible Accommodation Plan" | a plan securing the following:-<br><br>(a) the provision of the Wheelchair Accessible Units (shown identified on a drawing) within the Development;<br><br>(b) measures to ensure the Wheelchair Accessible Units are easily accessible for residents and visitors to the Development who are wheelchair users; and<br><br>(c) principles of inclusive design inform and are fully integrated as far as reasonably practicable within the Development |
| 2.2 | "the Act"                           | the Town and Country Planning Act 1990 (as amended)   |
| 2.3 | "the Agreement"                     | this Planning Obligation made pursuant to Section 106 of the Act  |

- |     |   |   |
|-----|---|---|
| 2.4 | "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   |
| 2.5 | "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   |
| 2.6 | "the Camden Climate Change Alliance"      | a partnership comprised of a network of Camden based organisations of a variety of sizes across a number of sectors focused on cutting carbon emissions in the London Borough of Camden   |
| 2.7 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been practically completed  |
| 2.8 | "Construction Management Plan"            | <p>a plan setting out the measures that the Owner will adopt in undertaking 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):-</p> <p>(i) a statement to be submitted to Council giving details of the environmental protection highways safety and</p> |

community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

- (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) provision of a construction logistics plan incorporating measures required by Transport for London to overcome impact on the Transport for London road network
- (v) measures for minimisation of any detrimental effect on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) 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);

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

(viii) 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

2.9 "the Construction Phase"

the whole period between

(i) the Implementation Date and

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

2.10 "the Council's Considerate Contractor Manual"

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

2.11 "the Development"

change of use of office building (Class B1a) to dual use tourist hostel (Sui Generis) and/or hotel (Class C1) to provide short stay overnight 'tourist type' accommodation comprising of 114 rooms, ancillary bar (Class A4), restaurant (Class A3) and retail (Class A1) units, and associated alterations including erection of a ground floor rear extension, alterations to existing rear garage new shopfronts to Gray's Inn Road elevation erection of a lift shaft to rear elevation and associated installation of plant as shown on drawing numbers:- site location plan; PL-AL(90)100 rev A; AL (00)100; -101 rev B;-102 rev A; -103 rev A; -104 rev A; -105 rev A; -106 rev A; -107 rev A; -108 rev A; -109; -131; -132; -

133; -134; -135; -140; AL(21)131; -130; -131; -120; -121; PL-AL(00)001; -002; -003; -004; -005; -006; -007; -008; -009; -010; -020; -021; AL(21)030; -031; PL-AL(00)136; -137; -138; AL(00)500; Draft Service Management Plan; Marketing Overview Report, dated 26 November 2010; Construction Traffic Management Plan; suggested details for inclusion in the plan; Building Research Establishment Environmental Assessment Method, dated 24.09.10; Transport Assessment Report, dated November 2010; Framework Travel Plan, dated November 2010; Planning Statement, dated November 2010; Noise Impact Assessment Report, dated November 2010; "Evolution" Development & Operations Business Plan, dated November 2010; Crime Prevention Addendum, dated January 2011; Access Commentary, dated 28.01.11; Letter from Keningtons, dated 3 February 2011, ref TRP/mg and Sustainability Statement 5176/misc, dated 8th February 2011

2.12 "Economic Development and Regeneration Team"

the team within the London Borough of Camden providing various services to businesses and residents within the borough including the facilitation of increased numbers of Camden residents involvement in employment education and training

2.13 "Energy Efficiency and Renewable Energy Plan"

a plan (including a post construction report) setting out a package of measures to be adopted by the Owner in the occupation and management of the Development with a view to minimising carbon energy emissions across the Development incorporating (where appropriate) the following:-



- (a) details of how the development has been design and constructed to be energy efficient in accordance with current building regulations including the following measures:-
  - (i) draught proofing;
  - (ii) insulation; and
  - (iii) the thermal qualities of the windows;
- (b) an efficient lighting strategy, including the use of:-
  - (i) energy efficient lighting;
  - (ii) timers; and
  - (iii) motion sensors
- (c) details of the hot water system ensuring:-
  - (i) it is an efficient community heating system that is compatible with the proposed solar thermal system; and
  - (ii) could connect to a decentralised energy system in the future, including by allowing sufficient space in the plant room for a heat exchanger and a pipe to the property boundary
- (d) full details of the on-site renewable energy technologies, including a justification for the amount and proportion of solar thermal and solar PV panels;

- (e) full energy and carbon dioxide saving calculations;
- (f) 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

2.14 "the Environmental Contribution"

the sum of £25,000 (twenty five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards pedestrian signage and way-finding initiatives to Transport for London's Legible London standards to be undertaken in the vicinity of the Development

2.15 "the Highways Contribution"

the sum of £25,265 (twenty five thousand two hundred and sixty five 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 of works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) repave the footways forming Public Highway adjacent to the Property ;
- (b) repave the footways forming part of the Property within the ownership of the Owner between the building fronting onto Grays Inn Road and Swinton Street

to the extent that such area does not form part of the Public Highway; and

- (c) any other works the Council acting reasonably requires as a direct result of any necessity to carry out further works consequential to 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

## 2.16 "Hostel"

means:-

- (a) a tourist "hostel" within the meaning of Article 3(6)(i) of the Town and Country Planning (Use Classes) Order 1987 (as amended) always ensuring that the Property shall not be used as the following:-  
homeless persons hostel; student hostel providing term-time regular accommodation for students carrying out a course of study; drug or alcohol rehabilitation hostel or nurses hostel and for the avoidance of doubt no part of the Development shall at any time be used for any purpose within Part C(2) or C(3) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended); and/or
- (b) a hotel within Class C1 of the Town and Country Planning (Use Classes) Order 1987 (as amended)

2.17 "Hostel Management Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Hostel to include (but not be limited to) the following:

- (a) a code of conduct to be made available to each new occupier of the Hostel setting out the standards by which the occupiers of the Hostel are expected to conduct themselves both within the hostel and the local area with a view to ensuring the behaviour of occupiers of the Hostel both on and off the Property causes minimum impact on or disruption to local residents;
- (b) provision of a designated community contact in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible point of reference if local residents wish to raise any issues;
- (c) a procedure for instances where antisocial behaviour by guests arises on or in proximity to the Property including provisions for policing incidents of noise and anti-social behaviour both on and off the Property;
- (d) details of the maximum length of time persons may be accommodated in Hostel;

- (e) measures to ensure the Hostel will be staffed 24 hours a day with a dedicated reception area and office located in the main entrance reception area;
- (f) nature of responsibility for daily upkeep cleaning and monitoring of communal facilities;
- (g) details of dissemination of information to occupiers of the Hostel; and
- (h) any further information the Council may reasonably require

2.18 "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 but excluding any site investigations or surveys and references to "Implementation" and "Implement" shall be construed accordingly

2.19 "Kings Cross Construction Skills Centre"

a centre providing advice and information on finding work in the construction industry local to King's Cross which for the time being is located at: Kings Cross Construction Training Centre, Kings 180 York Way London, N1C 0UZ

2.20 "the Level Plans"

plans demonstrating the levels at the interface of the Development at:-

- (a) the boundary of the Property and the Public Highway; and

|      |   |  |
|------|---|--|
|      | (b)                                       | the boundary of the Highway Works and the Development  |
| 2.21 | "Local Procurement Code"                  | the code set out in the Third Schedule annexed hereto  |
| 2.22 | "Occupation Date"                         | the date when any part of the Development is occupied (excluding any occupation for the reasonable and proper purposes of construction and fitting out) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly                                       |
| 2.23 | "the Parties"                             | mean the Council the Owner and the Interested Party  |
| 2.24 | "the Planning Application"                | a planning application in respect of the development of the Property submitted to the Council and validated on 1 December 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/6535/P subject to conclusion of this Agreement |
| 2.25 | "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                                      |
| 2.26 | "the Planning Permission"                 | a planning permission granted for the Development substantially in the draft form annexed hereto   |

- 2.27 "the Property" the land known as Swinton House 324-326 Grays Inn Road and Swinton Street London WC1X 8BU the same as shown for identification purposes shaded grey on the plan annexed hereto
- 2.28 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.29 "the 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) a requirement for delivery vehicles to unload from a specific suitably located area;
  - (b) details of the person/s responsible for directing and receiving deliveries to the Property;
  - (c) measures to avoid a number of delivery vehicles arriving at the same time;
  - (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;

- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (i) 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;
- (j) details of arrangements for refuse storage and servicing; and
- (k) 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

## 2.30 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on a



Building Research Establishment Environmental Assessment Method assessment with a target of achieving at least Very Good rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories

2.31 “the Training and Employment Contribution”

the sum of £70,000 (seventy thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to promote education and opportunities for jobs and employment to training within the London Borough of Camden

2.32 “the Travel Plan Co-ordinator”

a suitably 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

2.33 “The Travel Plan”

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

- (a) the elements set out in the Fourth Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is

updated upon receipt of results of the review and further approved in writing by the Council;

(c) a mechanism for monitoring and reviewing of the plan at least once every year following the initial substantial review referred to in (b) above ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;

(d) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

2.34 "Wheelchair Accessible Units"

no less than 10% of Hostel bedrooms within the Development that meet the minimum requirements of Part M of the Building Regulations 2000 current at the Implementation Date

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 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 Council hereby agrees that any approval or notice required to be given by the Council under this Agreement shall not be unreasonably withheld or delayed.
- 3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.14 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 On or prior to the Implementation Date to provide the Council for approval (in consultation with Transport for London) a draft Construction Management Plan.

4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council (in consultation with Transport for London) has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

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

4.2 **LOCAL EMPLOYMENT**

4.2.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 15% of the work force are residents of the London Borough of Camden.

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

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

4.2.3 Following the Occupation Date the Owner shall ensure that at all times it will have in its employ (or in the employment of the entity managing the Hostel) no less than two apprentices always ensuring each apprentice shall be:-

- (a) recruited in liaison with the Council's Economic Development Team;
- (b) be resident in the London Borough of Camden
- (c) be aged between 16 and 24 years
- (d) be paid an amount at least equivalent to the National Minimum Wage
- (e) be employed on a fulltime basis for at least 52 weeks
- (f) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification and
- (g) be supervised by a member of staff within the completed development

#### 4.3 **LOCAL PROCUREMENT**

4.3.1 Prior to Implementation to agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and

services to the Development in accordance with the Council's Local Procurement Code.

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

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

4.3.4 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities maintenance services and other post construction supply of goods and services.

#### **4.4 ENVIRONMENTAL CONTRIBUTION**

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

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

#### **4.5 TRAINING AND EMPLOYMENT CONTRIBUTION**

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

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

#### **4.6 HIGHWAYS**

4.6.1 On or prior to the Implementation Date to:-

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

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

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

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

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

4.6.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess reasonably and properly incurred by the Council.

#### **4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan (such approval not to be unreasonably withheld or delayed) as demonstrated by written notice to that effect.

4.7.3 The Parties acknowledge that the Owner may amalgamate the Energy Efficiency and Renewable Energy Plan with the Sustainability Plan as one document and, if so submitted, any approval of that plan shall constitute approval of both plans.

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

4.7.5 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 Energy Efficiency and Renewable Energy 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 Energy Efficiency and Renewable Energy Plan.

#### **4.8 SUSTAINABILITY PLAN**

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

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

4.8.3 The Parties acknowledge that the Owner may amalgamate the Sustainability Plan with the Energy Efficiency and Renewable Energy Plan as one document and, if so submitted, any approval of that plan shall constitute approval of both plans.

4.8.4 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in all material respects in the Development.

4.8.5 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 from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.



#### **4.9 MANAGEMENT OF THE HOSTEL**

- 4.9.1 On or prior to Implementation to provide the Council for approval the draft Hostel Management Plan.
- 4.9.2 Not to Occupy nor allow Occupation of the Development until such time as the Council has approved the Hostel Management Plan as demonstrated by written notice to that effect.
- 4.9.3 Following first Occupation of the Development 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 Hostel Management 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 Hostel Management Plan.

#### **4.10 USE OF THE HOSTEL**

- 4.10.1 To ensure that the Development is exclusively used and occupied for no purposes other than for its authorised purpose as a Hostel.
- 4.10.2 To ensure that Property is used at all times as a single planning unit and that:
  - a) No part of the Development shall at any time be used as separate, independent self-contained units; and
  - b) No part of the Property shall be sold leased licensed or otherwise disposed of in any form as a separate planning unit of use or occupation
- 4.10.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being Occupied in strict accordance with clause 4.10.1 and 4.10.2 of this Agreement and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of clauses 4.10.1 and 4.10.2.

#### **4.11 ACCESSIBLE ACCOMMODATION PLAN**

- 4.11.1 On or prior to Implementation to submit to the Council for approval a draft Accessible Accommodation Plan.
- 4.11.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Accessible Accommodation Plan as demonstrated by written notice to that effect.
- 4.11.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Accessible Accommodation 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 Accessible Accommodation Plan.

#### **4.12 THE TRAVEL PLAN**

- 4.12.1 On or prior to Implementation to submit to the Council for approval a draft Travel Plan.
- 4.12.2 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.
- 4.12.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

#### **4.13 SERVICE MANAGEMENT PLAN**

- 4.13.1 On or prior to the Implementation Date to submit to the Council for approval the Service Management Plan.
- 4.13.2 Not to Occupy nor permit Occupation until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

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

#### 4.14 **CAR FREE**

4.14.1 To ensure that prior to occupying any part of the Development each new occupant (excluding any Hostel guest) 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.

4.14.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.14.1 above will remain permanently.

#### 4.15 **CAMDEN CLIMATE CHANGE ALLIANCE**

4.15.1 On or prior to the Occupation Date to evidence to the Council's reasonable satisfaction as demonstrated by written notice to that effect that the Owner has used all reasonable endeavours to join the Camden Climate Change Alliance.

4.15.2 Not to Occupy nor permit Occupation of the Development until such time as the Owner has received the Council's written notice in accordance with the terms of clause 4.15.1 of this Agreement.

4.15.3 Following the Occupation Date the Owner shall remain a member of the Camden Climate Change Alliance unless otherwise agreed by the Council in writing.

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 2010/6535/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner and the Council shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations of the Owner contained herein and the Owner shall comply with any reasonable written 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 provided that the Owner shall not be liable for any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format where practicable to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2010/6535/P.
- 5.6 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 *ZN1432L065* 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 stated 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 2010/6535/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 provided that if this Agreement ceases to apply the Council shall provide such assistance as the Owner may reasonably require to remove such registration.
- 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 their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **JOINT AND SEVERAL LIABILITY**

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

8. **RIGHTS OF THIRD PARTIES**

- 8.1 Save in relation to a successor in title of the Owner 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 Interested Party have executed this instrument as their Deed the day and year first before written

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

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

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

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

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

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

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



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

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

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

#### C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well as data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of  $200\mu\text{g.m}^{-3}$  (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action 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 CO<sub>2</sub> emissions from construction vehicles

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

## **THE SECOND SCHEDULE**

### **Construction Management Plan Highway Measures**

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

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

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

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

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

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

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

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

### **1. INTRODUCTION**

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and Unitary Development Plan (adopted June 2006). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

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

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

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

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

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

### **A) CONSTRUCTION.**

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

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

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

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

- all local companies which are sent a tender enquiry or a



tender invitation detailing the date and the works package or items concerned;

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

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

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

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

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the

total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the Construction Phase, via e-mail, phone, fax or liaison meeting providing details of :

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

**Fitting out by tenants**

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

**Facilities Management**

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

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

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

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

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

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

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

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

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

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

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

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

**2. Taxis and Minicabs**

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

**3. Traffic Restraint**

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

**4. On-Street Parking Controls**

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

**5. Parking and Travel**

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

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

**6. Traffic Management**

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

## **7. Cycling**

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

- a. secure and well-lit workplace cycle parking

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

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

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

A Servicing Management Plan for the site must seek to:

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

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

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

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

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

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

EXECUTED AS A DEED BY )  
PATRICK JAMES JUDE DONNELLY )  
in the presence of: )

.....  
Witness Signature

Witness Name

Address

Occupation

EXECUTED AS A DEED BY )  
DOUGLAS IAIN FAIRBAIRN )  
in the presence of: )

.....  
Witness Signature

Witness Name

Address

Occupation

EXECUTED AS A DEED BY )  
KEITH BOWEN DAVIES )  
in the presence of: )

.....  
Witness Signature

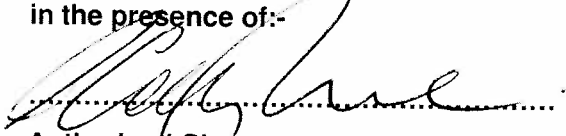
Witness Name

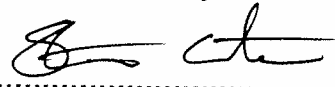
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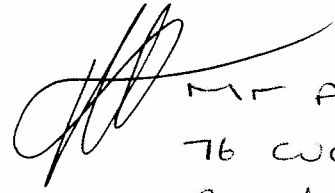
Occupation

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
SWINTON HOUSE 324-326 GRAYS INN ROAD and SWINTON STREET  
LONDON WC1X 8BU

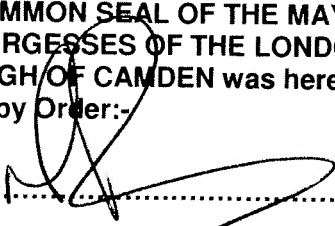
EXECUTED AS A DEED BY  
STARBOARD HOTELS SEVEN LLP  
in the presence of:-

  
.....  
Authorised Signatory

  
.....  
Authorised Signatory

  
Mr A Hodzic  
76 WICKHAM Hill  
Road, Pinner,  
Middx, HA5 1AX

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

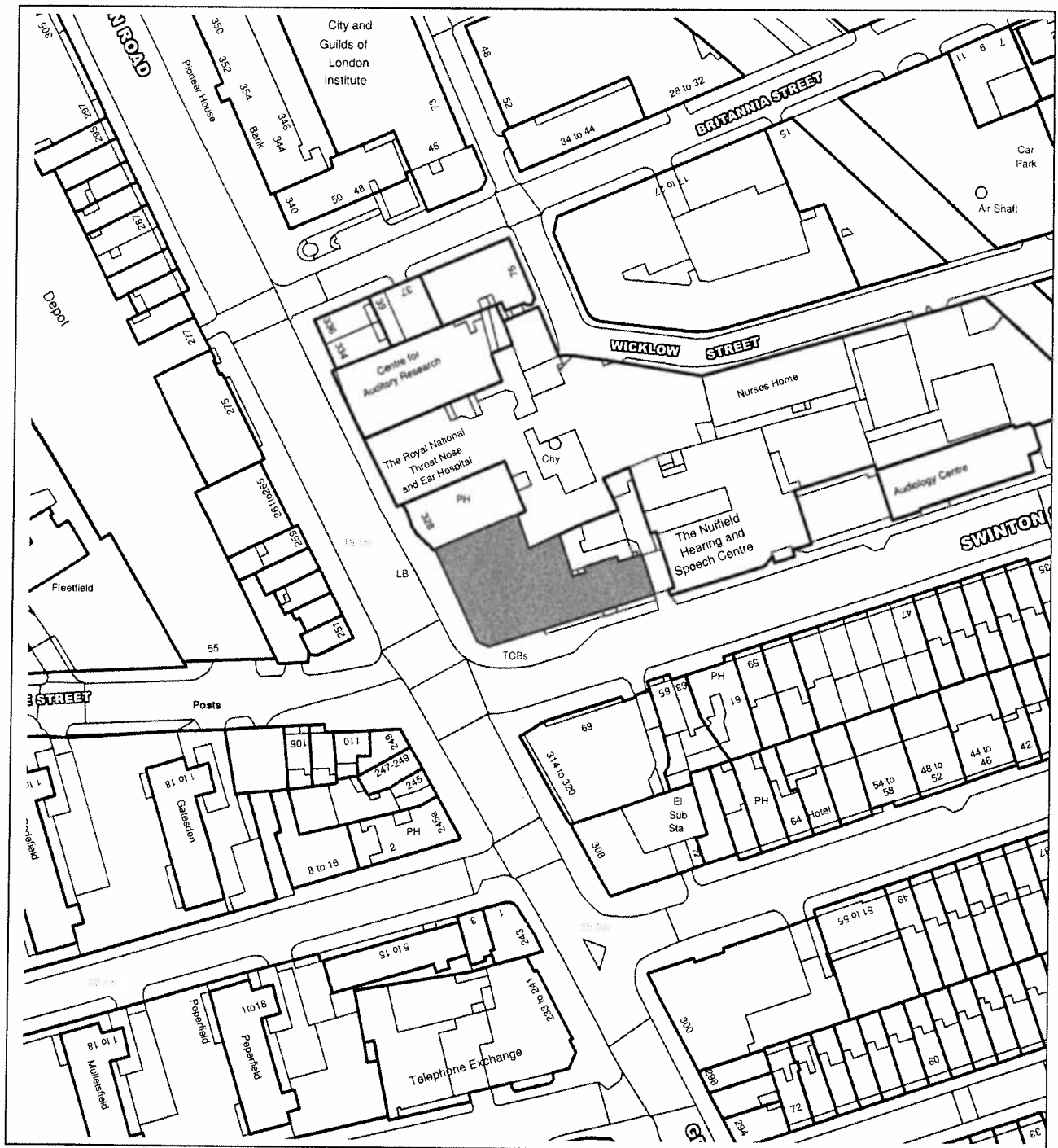
  
.....  
Authorised Signatory





# SWINTON HOUSE

324-326 GRAYS INN ROAD and SWINTON STREET



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The London Planning Practice Ltd  
61 Chandos Place  
London,  
WC2N 4HG

Application Ref: **2010/6535/P**

02 March 2011

Dear Sir/Madam

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

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

Address:  
**Swinton House**  
**324 Gray's Inn Road**  
**London**  
**WC1X 8DD**

**DECISION**  
Proposal:

Change of use of Office building (Class B1a) to dual use tourist hostel (Sui Generis) and/or hotel (Class C1) to provide short stay overnight 'tourist type' accommodation comprising of 114 rooms, ancillary bar (Class A4), restaurant (Class A3) and retail (Class A1) units, and associated alterations including erection of a ground floor rear extension, alterations to existing rear garage, new shopfronts to Gray's Inn Road elevation, erection of a lift shaft to rear elevation and associated installation of plant.

Drawing Nos: Draft Service Management Plan; Marketing Overview Report, dated 26 November 2010; Construction Traffic Management Plan - suggested details for inclusion in the plan; Building Research Establishment Environmental Assessment Method, DATED 24.09.10; Transport Assessment Report, dated November 2010; Framework Travel Plan, dated November 2010; Planning Statement, dated November 2010; Noise Impact Assessment Report, dated November 2010; "Evolution" Development & Operations Business Plan, dated November 2010; Crime Prevention Addendum, dated January 2011; Access Commentary, dated 28.01.11; Letter from Keningtons, dated 3 February 2011, ref TRP/mg; Sustainability Statement 5176/misc, dated 8th February 2011; site location plan; PL-AL(90)100 rev A; AL (00)100; -101 rev B; -102 rev A; -103 rev A; -104 rev A; -105 rev A; -106 rev A; -107 rev A; -108 rev A; -109; -131; -132; -133; -134; -135; -140; AL(21)131; -130; -131; -120; -121; PL-AL(00)001; -002; -003; -004; -005; -006; -007; -008; -009; -010; -020; -021; AL(21)030; -031; PL-AL(00)136; -137; -138; AL(00)500.

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 shall be carried out in accordance with the following approved plans: Draft Service Management Plan; Marketing Overview Report, dated 26 November 2010; Construction Traffic Management Plan - suggested details for inclusion in the plan; Building Research Establishment Environmental Assessment Method, DATED 24.09.10; Transport Assessment Report, dated November 2010; Framework Travel Plan, dated November 2010; Planning Statement, dated November 2010; Noise Impact Assessment Report, dated November 2010; "Evolution" Development & Operations Business Plan, dated November 2010; Crime Prevention Addendum, dated January 2011; Access Commentary, dated 28.01.11; Letter from Keningtons, dated 3 February 2011, ref TRP/mg; site location plan; PL-AL(90)100 rev A; AL (00)100; -101 rev B; -102 rev A; -103 rev A; -104 rev A; -105 rev A; -106 rev A; -107 rev A; -108 rev A; -109; AL(00); AL(00)135; -134; -133; AL(21)131; -130; -131; -120; -121; PL-AL(00)001; -002; -003; -004; -005; -006; -007; -008; -009; -010; -020; -021; AL(21)030; -031; PL-AL(00)136; -137; -138; AL(00)500.

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

- 3 The use of the ground and lower ground bar/restaurant space hereby permitted shall not be open to customers (other than hotel/hostel resident guests) outside of the following times: 07.00 hours to 23.00 hours Mondays to Sundays.

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 DP12 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 4 No plant or machinery associated with the use hereby approved shall operate outside the following times 07.00 hours to 23.00 hours Mondays to Sundays

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 façade 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 details of the solar panels to be used on the building shall not be otherwise than as those submitted to and approved by the Council before any work is commenced on the relevant part of the development. Such details shall include a scale roof plan, elevation, section and manufacturers details. 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, the setting of the neighbouring listed buildings and the character of the conservation area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 7 All trees on the site, or parts of trees growing from adjoining sites (including pavement trees), 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 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.

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

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

- 9 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 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Before the development commences, the 32 cycle spaces shall be provided in their entirety prior to the first occupation of the property, 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 of the London Borough of Camden Local Development Framework Development Policies..

- 11 A Sample panel of the proposed materials for the lift shaft shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel shall be retained on site until the work has been completed.

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

Informative(s):

- 1 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, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ

- 2 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).
- 3 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.
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site 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 Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email [ppp@camden.gov.uk](mailto:ppp@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://www.camden.gov.uk/pollution)) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 5 You are advised that condition 4 means 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.
- 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](http://www.camden.gov.uk/planning) or from the Council's One Stop Reception, Environment Department, Camden Town Hall, Argyle Street WC1H 8EQ. (Tel: 020 7974 5613 or email [env.devcon@camden.gov.uk](mailto:env.devcon@camden.gov.uk))
- 7 This permission is granted without prejudice to the necessity of obtaining consent for any proposed CCTV cameras on the main elevations of the building.
- 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), 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 & improving our parks & open spaces & encouraging biodiversity), CS16 (Improving Camden's health and well-being), 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), DP6 (Lifetime homes and wheelchair housing), DP8

- (Accommodation for homeless people and vulnerable people), DP9 (Student housing, bedsits and other housing with shared facilities), DP13 (Employment sites and premises), DP16 (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), DP23 (Water), DP24 (Securing high quality design), DP25 (Conserving heritage), DP26 (Managing the impact of development on occupiers and neighbours), DP28 (Noise and vibration), DP29 (Improving access), DP30 (shopfronts), DP32 (Air quality and Camden's Clear Zone). Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- The benefits of bringing the building back into occupation and converting a large building into a use which is more likely to ensure occupation in the future is welcomed by the Council. The proposed conversion would include retrofitting the existing building to include sustainable forms of
- 10
- 11 technology. The proposal would include a reduction in the CO2 emissions through the use of renewable forms of technology. The proposed use is considered to maintain the vitality, viability and character of the area and the overall proposal is considered to enhance the character and appearance of the wider area and function of the area generally. There would be no significant implications for nearby residents.

Yours faithfully

Culture and Environment Directorate

**DECISION**





DATED

2nd March

2011

**(1) PATRICK JAMES JUDE DONNELLY, DOUGLAS IAIN FAIRBAIRN and  
KEITH BOWEN DAVIES as Trustees of  
THE COMMUNITY**

**and**

**(2) STARBOARD HOTELS SEVEN LLP**

**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**

**SWINTON HOUSE**

**324-326 GRAYS INN ROAD and SWINTON STREET**

**LONDON WC1X 8BU**

**pursuant to Section 106 of the Town and Country Planning**

**Act 1990 (as amended) and**

**Section 278 of the Highways Act 1980**

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

Tel: 020 7974 1918

Fax: 020 7974 2962

G:\case files\culture & env\planning\lmm\s106 Agreements\Swinton House 324 Grays Inn Road  
(HMP, USE, ETC, LL, LP, TP, CF, SMP, CMP, HC, EnvC, WAU, SP, EE&RES)

CLS/COM/LMM/1685.894

s106 v4 22.02.11