

DATED

24<sup>th</sup> August 2010

**(1) HOLBORN LINKS LIMITED**

**and**

**(2) THE ROYAL BANK OF SCOTLAND**

**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  
43-45 BLOOMSBURY SQUARE, LONDON WC1A 2RA  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)**

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

**Tel: 020 7974 2463  
Fax: 020 7974 2962**

**CLS/COM/CJ/1685.618**

THIS AGREEMENT is made the 24<sup>th</sup> day of August 2010

**BETWEEN:**

1. **HOLBORN LINKS LIMITED** (Co. Regn. No. 600416) whose registered office is at New Burlington House, 1075 Finchley Road, London NW11 0PU (hereinafter called "the Owner") of the first part
2. **THE ROYAL BANK OF SCOTLAND** (Scot. Co. Regn. No. 090312) of 280 Bishopsgate, London EC2M 4RB (hereinafter called "the Mortgagee") 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 NGL778587 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 26 May 2010 and the Council resolved to grant permission conditionally under reference number 2010/2437/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under legal charges registered under Title Number NGL778587 and dated 14 October 1999, 12 January 2006 and 10 June 2010 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- |     |                           |  |
|-----|---------------------------|--|
| 2.1 | "the Act"                 | the Town and Country Planning Act 1990 (as amended)  |
| 2.2 | "the Agreement"           | this planning obligation made pursuant to Section 106 of the Act   |
| 2.3 | "Business Parking Bay"    | a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated  |
| 2.4 | "Business Parking Permit" | A parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bays   |
| 2.5 | "Community Use Plan"      | a document setting out in respect of D1 use (a) an assessment of whether or not, subject to the use to which the Property is intended to be put by the D1 user, spaces within the Development can be made available for a specified period of time in the year for use by local community groups such assessment to be approved in |

writing by the Council and if spaces for such community use can be so made available then (b) a plan identifying and dealing with each of the requirements (i) to (iii) below:

(i) the areas within the Development that will be made available for the specified period of time

(ii) the hire charges to be made and how these charges will be determined and reviewed;

(iii) the methods by which local community groups will be made aware of the space that can be hired.

## **2.6 "the Development"**

Change of use of buildings from Offices (Class B1) to alternative use for either Educational establishment use (Class D1) or Offices (Class B1) and external alterations associated with refurbishment, including new doors to under pavement vault entrances as shown on drawing numbers Site Location Plan; 0081; 0082; 0083; 0084; 0085; 0086; 0087; 0088; 0089; 0090; 0091; 0092; 0093; 0094; 0101 B; 0102; 0103; 0104; 0105; 0106 B; 0107 B; 0108; 0109; 0110 B; 0111 B; 0112 C; 0201 A; 0202; 0203; 0204 A; 0205 A; 0206 A; 0207; 0208; 0209; 0210; 0211; 0212; 0213; 0214; 0215; 0216 A; 0217; 0218; 0219; 0220 A; 0221 A; 0222; 0223; 0224; 0225; 0226 A; 0227 B; 0229 A; 0230 A; 0231 A; 0232 A; 0233 A; 0234 A; 0235; Draft Travel Plan, dated May 2010, by Capita Symonds, ref CS/43419/D1; Breeam 2008 Office (Major Refurbishment) Assessment, dated May 2010, by Hureypalmerflat, ref WED01722R issue 2; Low and Zero Carbon Technology Assessment Report, dated May 2010, by Hureypalmerflat, ref

WED01722R; Photographic Record of the Existing Building, dated May 2010, By Canaway Fleming Architects; Planning Statement, dated 10 May 2010, By Gerald Eve, ref LJW/FCS/J10055; letter from Carpmaels & Ransford, dated 12 March 2010; email from Gerald Eve on 22 July 2010 15.03 "bloomsbury square"; email from Gerald Eve on 22 July 2010 17:46 "bloomsbury square".

**2.7 "the Green Travel Plan Co-ordinator"** an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

**2.8 "the Green Travel Plan"** a plan setting out a package of measures to be adopted by the Owner in the management of the Property in the event of Class D1 use with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport, a draft of which is appended to this Agreement at Schedule 2, the final plan of which incorporating (but not limited to) the following:-

- (a) the elements set out in the First 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;

**2.9 "the Implementation Date"**

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement the following shall be deemed not to be material operations: archaeological works, site investigations and site survey works and references to "Implementation" and "Implement" shall be construed accordingly

**2.10 "Occupation Date"**

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

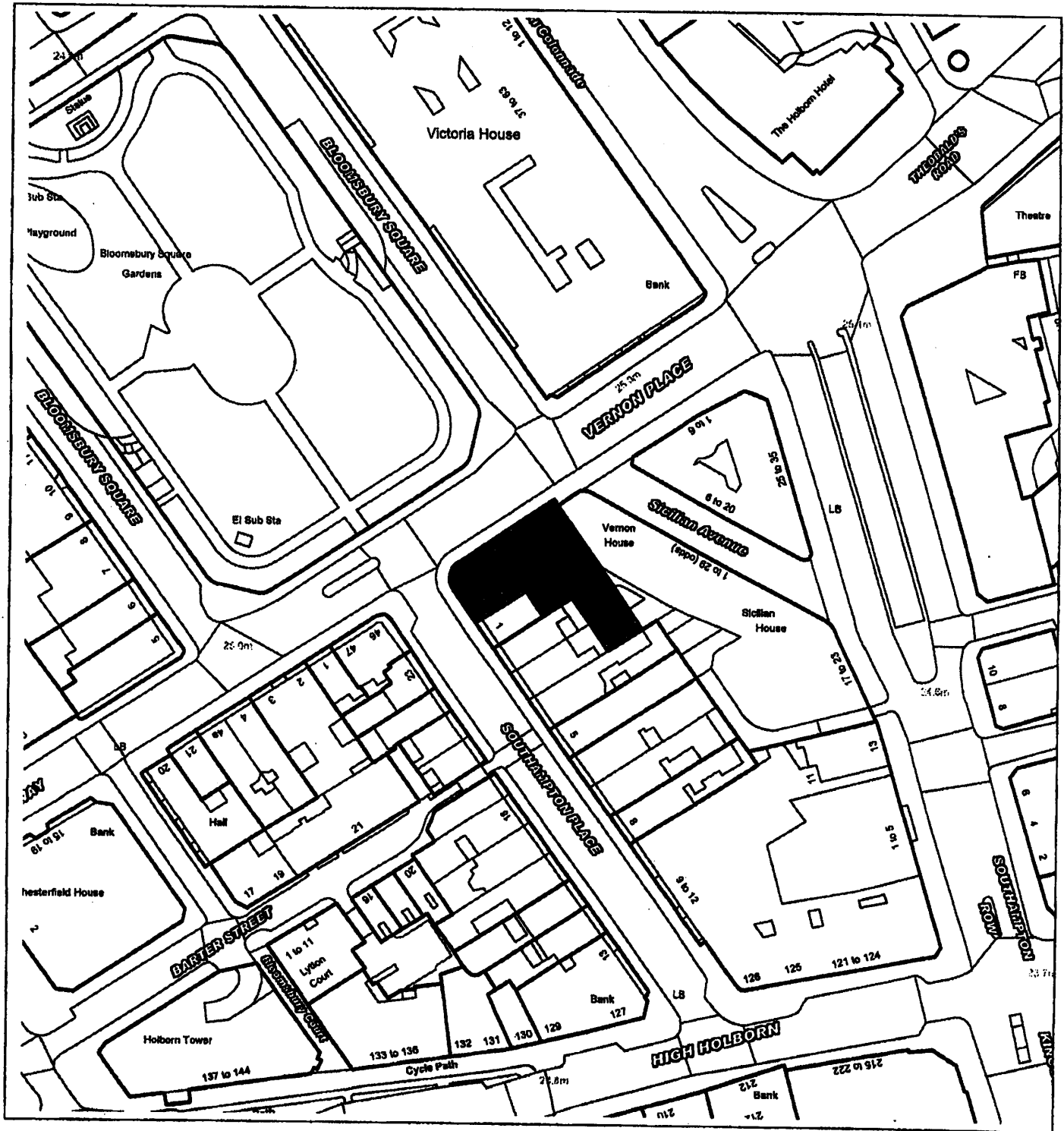
**2.11 "the Parties"**

mean the Council the Owner and the Mortgage

**2.12 "the Planning Application"**

a planning application in respect of the development of the Property submitted to the Council and validated on 26 May 2010 for which a resolution to grant permission has been passed conditionally under reference number

# 43-45 Bloomsbury Square London WC1A 2RA



Gerald Eve  
7 Vere Street  
LONDON  
W1G 0JB

Application Ref: 2010/2437/P

24 August 2010

Dear Sir/Madam

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

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

Address:  
**43 - 45 Bloomsbury Square**  
**London**  
**WC1A 2RA**

**DECISION**  
Proposal:  
Change of use of building from Offices (Class B) to use either Educational use (Class D1) or Office (Class B) and any other use associated with refurbishment, including new doors to under pavement vault entrances.  
Drawing Nos: Site Location Plan; 0081; 0082; 0083; 0084; 0085; 0086; 0087; 0088; 0089; 0090; 0091; 0092; 0093; 0094; 0101 B; 0102; 0103; 0104; 0105; 0106 B; 0107 B; 0108; 0109; 0110 B; 0111 B; 0112 C; 0201 A; 0202; 0203; 0204 A; 0205 A; 0206 A; 0207; 0208; 0209; 0210; 0211; 0212; 0213; 0214; 0215; 0216 A; 0217; 0218; 0219; 0220 A; 0221 A; 0222; 0223; 0224; 0225; 0226 A; 0227 B; 0229 A; 0230 A; 0231 A; 0232 A; 0233 A; 0234 A; 0235; Draft Travel Plan, dated May 2010, by Capita Symonds, ref CS/43419/D1; Breeam 2008 Office (Major Refurbishment) Assessment, dated May 2010, by Hureypalmerflat, ref WED01722R issue 2; Low and Zero Carbon Technology Assessment Report, dated May 2010, by Hureypalmerflat, ref WED01722R; Photographic Record of the Existing Building, dated May 2010, By Canaway Fleming Architects; Planning Statement, dated 10 May 2010, By Gerald Eve, ref LJW/FCS/J10055; letter from Carpmaels & Ransford, dated 12 March 2010; email from Gerald Eve on 22 July 2010 15.03 "bloomsbury square"; email from Gerald Eve on 22 July 2010 17:46 "bloomsbury square".

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: Site Location Plan; 0081; 0082; 0083; 0084; 0085; 0086; 0087; 0088; 0089; 0090; 0091; 0092; 0093; 0094; 0101 B; 0102; 0103; 0104; 0105; 0106 B; 0107 B; 0108; 0109; 0110 B; 0111 B; 0112 C; 0201 A; 0202; 0203; 0204 A; 0205 A; 0206 A; 0207; 0208; 0209; 0210; 0211; 0212; 0213; 0214; 0215; 0216 A; 0217; 0218; 0219; 0220 A; 0221 A; 0222; 0223; 0224; 0225; 0226 A; 0227 B; 0229 A; 0230 A; 0231 A; 0232 A; 0233 A; 0234 A; 0235; Draft Travel Plan, dated May 2010, by Capita Symonds, ref CS/43419/D1; Bream 2008 Office (Major Refurbishment) Assessment, dated May 2010, by Hureypalmerflat, ref WED01722R issue 2; Low and Zero Carbon Technology Assessment Report, dated May 2010, by Hureypalmerflat, ref WED01722R; Topographic and Land Use Survey, dated May 2010, By Canaway Fleming; Planning Statement, dated May 2010, By Gerald Eve, ref LJW/R/06/005; Planning Conditions, dated 12 March 2010; email from Gerald Eve on 22 July 2010 15:00 "blossbury square"; email from Gerald Eve on 22 July 2010 17:46 "blossbury square".

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

- 3 Prior to occupation details of the proposed cycle storage area for a minimum of 9 cycles shall be submitted to and approved by the Council. The approved development shall be carried out strictly in accordance with the plans approved prior to the first occupation and maintained as such thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 Prior to first occupation details of the location, design and method of waste storage and removal (including recycled materials) shall be submitted to and approved by the Council and the approved facility shall therefore be provided prior to the first occupation and permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the premises and the area generally in

accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 You are advised that if implemented, the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.
- 2 You are advised that any works of alterations or upgrading not included on the approved drawings which require a Party Wall Regulations or Fire Certification may require a further application for building consent.
- 3 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.
- 4 You are reminded not to leave refuse sacks or refuse piled up on the public footpath, or for more than 48 hours after the refuse has been collected. For further information please contact the Council's Street Environment Service (Rubbish Collection) on 020 7974 6914. or by email [recycling@camden.gov.uk](mailto:recycling@camden.gov.uk) or on the website [www.camden.gov.uk/recycling](http://www.camden.gov.uk/recycling)
- 5 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

Yours faithfully

Culture and Environment Directorate

2010/2437/P subject to conclusion of this Agreement

**2.13 "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

**2.14 "the Planning Permission"**

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

**2.15 "the Property"**

the land known as 43-45 Bloomsbury Square, London, Wc1A 2RA the same as shown shaded in grey on the plan annexed hereto

**2.16 "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 the results of the Pre-Assessment Report for the BREAM 2008 Office (Major Refurbishment) Assessment dated May 2010 which assessed the Property against the target of achieving a Very Good or Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and at least Level 3 of the Code for Sustainable Buildings attaining at least 50% of the credits in each of the Water and Materials categories to be carried out by a recognised

independent verification body in respect of the  
Property

**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 Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.1 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:-

##### **4.1 CAR FREE**

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Business Parking Permit to park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

##### **4.2 GREEN TRAVEL PLAN**

- 4.2.1 On or prior to the Occupation Date by any D1 class user to submit to the Council the Green Travel Plan for approval.
- 4.2.2 Not to Occupy or permit Occupation of any part of the Development by any D1 class user until such time as the Council has approved the Green Travel Plan as demonstrated by written notice to that effect, such approval not to be unreasonably withheld or delayed.
- 4.2.3 The Owner covenants with the Council that 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 Green

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 Green Travel Plan.

#### **4.3 SUSTAINABILITY PLAN**

4.3.1 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council (such approval not to be unreasonably withheld or delayed) have been implemented in the construction of the Development.

4.3.2 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

#### **4.4 COMMUNITY USE PLAN**

4.4.1 To submit the Community Use Plan to the Council no later than 6 months prior to the Occupation Date by any D1 class user.

4.4.2 Not to Occupy or permit Occupation of the Development by any D1 class user until such time as the Council has approved in writing the Community Use Plan such approval not to be unreasonably withheld or delayed.

4.4.3 Following approval by the Council of the Community Use Plan to comply with the Community Use Plan

#### **5. NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause

6.1 hereof quoting planning reference 2010/2437/P the date upon which the Development is ready for Occupation.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property for the purposes of monitoring compliance with the obligations contained herein and subject to reasonable notice being served setting out the reasons for requiring access or any reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.6 Submission of the Green Travel Plan and the Sustainability Plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting planning reference 2010/2437/P
- 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 2010/2437/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 together with the Council's monitoring fees on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 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 the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any



period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

- 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. MORTGAGEE EXEMPTION**

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

**8. RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY )  
HOLBORN LINKS LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

.....  
Director

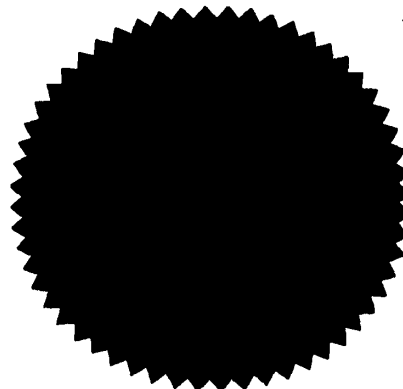
.....  
Director/Secretary

SIGNED AND DELIVERED as a Deed )  
By THOMAS STEWART ARMOUR )  
For and on behalf of )  
THE ROYAL BANK OF SCOTLAND )  
By a duly authorised Attorney )  
in the presence of:- )

.....  
Witness' signature – bank employee

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

.....  
Authorised Signatory



## **THE FIRST SCHEDULE THE TRAVEL PLAN**

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

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

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

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