

DATED

17th March

2010

(1) JOHN FITZSIMONS

and

(2) THE UNIVERSITY OF THE ARTS LONDON

and

(3) ALLIED IRISH BANKS PLC

and

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

A G R E E M E N T

relating to land known as
**272 HIGH HOLBORN
LONDON WC1V 7NE**

**(formerly known as PRINCETON HOUSE 271-277 HIGH HOLBORN, LONDON)
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

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(PP, TP, SMP, FC, SP, CCCA, CF, VPS)
CLS/COM/LMM/1685.425
s106 12.03.10 FINAL

THIS AGREEMENT is made the 17th day of March 2010

B E T W E E N:

1. **JOHN FITZSIMONS** care of Howard Kennedy 19 Cavendish Square London W1A 2AW (hereinafter called "the Freeholder") of the first part
2. **THE UNIVERSITY OF THE ARTS** of 65 Davies Street London W1K 5DA AND OF 272 High Holborn London WC1V 7NE (hereinafter called "the Leaseholder") of the second part
3. **ALLIED IRISH BANKS PLC** (incorporated in the Republic of Ireland) of Bankcentre Ballsbridge Dublin 4 Ireland (hereinafter called the "Mortgagee") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL82948 subject to a charge to the Mortgagee.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL907806.
- 1.3 The Freeholder and the Leaseholder are interested in the Property for the purposes of Section 106 of the Act and shall hereinafter jointly be referred to as "**the Owner**"
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 16 December 2009 and the Council resolved to grant permission conditionally under reference number 2009/5020/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL82948 and dated 23 October 2007 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|--------------------------------------|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the 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 |
| 2.4 | "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 Development" change of use from office (Class B1) and ancillary retail (Class A1) to non-residential institution (Class D1) at part basement part ground and first and second floor levels as shown on drawing numbers:- Site location plan; 1680/P01/299; 1680/P01/300; 1680/P01/301; 1680/P01/302; LO2/147 C4; LO3/104 P1; LO5/202 P1; LO5/207 P1; L12/109 C3; SK02/100 P1; PV-SK1; Design and Access Statement; Supporting Planning Statement; Transport Statement; Sustainability and Energy Statement; BREEAM Bespoke Pre-Assessment Report; Energy and Renewables Strategy
- 2.7 "the Energy Efficiency and Renewable Energy Plan" a strategy (including a post completion report) setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-
- (a) incorporation of the measures identified in the 272 High Holborn Sustainability and energy statement dated 13 October 2009 by MTT/SUSTAIN Limited and 272 High Holborn Energy and Renewables Strategy by MTT/SUSTAIN Limited dated 14 December 2009;

(b) provision of a 17.44% improvement beyond Part L of the Building Regulations 2006;

(c) details of how the Development will further reduce carbon emissions through:-

(i) the use of energy efficient equipment;

(ii) the use of timers or other energy saving measures on equipment; and

(iii) staff training;

(d) installation of photo voltaic panels where it is demonstrated to the Council's reasonable satisfaction that the location receives adequate daylight to make them efficient; and

(e) in the event that the Owner is not able to demonstrate (d) above, to provide such alternative energy efficiency product as approved by the Council in writing

2.8 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.9 "Occupation Date"

the first date when any part of the Development is occupied but not including occupation by personnel engaged in fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.10 "the Parties" mean the Council the Freeholder the Leaseholder and the Mortgagee
- 2.11 "the Pedestrian Signage Contribution" the sum of £10,000 (ten thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of pedestrian signage and legible London way-finding scheme initiatives in the vicinity of the Development
- 2.12 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 16 December 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/5020/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 forming part basement, part ground floors and first and second floors at 272 High Holborn London WC1V 7NE (formerly known as Princeton House 271-277 High Holborn) the

same as shown shaded ^{green} grey on the plan annexed hereto



2.16 "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 service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries as set out in the plan by Savell Bird & Axon entitled *272 High Holborn London WC1 Service Management Plan* appended to the First Schedule hereto

2.17 "the Student Volunteering Plan"

a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time to provide benefits to the local community through the development of a volunteering programme to include (but not be limited to) the following:-

- (a) development of the Volunteering Strategy in liaison with the Council's Volunteering Partnership Co-ordinator;
- (b) mechanisms for promoting the Volunteering Strategy to students and employees of the University of the Arts;
- (c) mechanisms for advertising the Volunteering Strategy to local residents community groups and schools;

(d) a procedure for meeting the Council's Volunteering Partnerships Co-ordinator at regular intervals to discuss and ensure the implementation and delivery of the Volunteering Strategy; and

(e) 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

2.18 "the Sustainability Plan"

a plan including a post completion review securing the Owner's pre-development undertakings are implemented and managed and securing the incorporation of sustainability measures in the Property and in its subsequent management and occupation based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a 'very good' rating and aiming to improve on the Energy and Water credits identified at the pre-assessment to be carried out by a recognised independent verification body in respect of the Development

2.19 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to promoting the use of sustainable forms of transport incorporating the elements set out in the document entitled "University of the Arts Draft Travel Plan" dated October 2009 prepared by Savell Bird & Axon to also include provision for monitoring reviews every two years after the five year monitoring period referred to in paragraph 6.3 of the above document ensuring the plan is updated where required upon receipt

of results of the various reviews and further approved in writing by the Council

2.20 "Use Classes Order"

the schedule to the Town & Country Planning (Use Classes) Order 1987 as amended

2.21 "Volunteering Partnerships Co-ordinator"

of the Council's Regeneration and Partnerships Department or such subsequent position or title that role shall take

2.22 "Volunteering Strategy"

a strategy to be adopted by the Owner and approved by the Council's Volunteering Partnerships Co-ordinator from time to time to include (but not be limited to) the following:-

- (a) the development of links with local organisations within the London Borough of Camden in particular schools and colleges who could benefit from volunteers from the University of the Arts;
- (b) the provision of advice support and guidance to students who want to volunteer locally in addition to maintaining a list of current volunteering opportunities; and
- (c) the development of a programme to encourage and support University of the Arts employees to volunteer in the local community

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, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6** The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7** The Parties save where the context states otherwise shall include their successors in title.
- 3.8** The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.9 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 PERSONAL PLANNING PERMISSION

4.1.1 Not to use or occupy the Property for the purposes of the Planning Permission otherwise than when the University of the Arts is in occupation of the Property and in the event of non-compliance with this Clause the Owner will cease occupation of the Property forthwith.

4.1.2 If at any time the University of the Arts ceases occupation of the Property the Owner shall forthwith advise the Council in the manner outlined at clause 6.1 hereof quoting planning reference 2009/5020/P.

4.1.3 Upon the University of the Arts vacating the Property or after a period of twenty years from the date hereof (whichever is the sooner), the lawful use of the Property shall revert to office use under Class B1 of the Use Classes Order.

4.2 PEDESTRIAN SIGNAGE CONTRIBUTION

4.2.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Signage Contribution in full.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Signage Contribution in full.

4.3 SUSTAINABILITY PLAN

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

4.3.2 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.

4.3.3 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 Sustainability Plan as approved by the Council have been incorporated into the Development.

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

4.4 ENERGY EFFICIENCY PLAN AND RENEWABLE ENERGY

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

4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.4.3 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 incorporated into the Development.

4.4.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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.

4.5 SERVICE MANAGEMENT PLAN

4.5.1 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.

4.6 THE TRAVEL PLAN

4.6.2 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.

4.6.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council 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.

4.7 STUDENT VOLUNTEERING PLAN

4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Student Volunteering Plan.

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

4.7.3 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 Student Volunteering 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 Student Volunteering Plan.

4.8 CLIMATE CHANGE ALLIANCE

4.8.1 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 joined the Camden Climate Change Alliance.

4.8.2 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 4.8.1 of this Agreement.

4.9 CAR FREE DEVELOPMENT

4.9.1 To ensure that prior to Occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Business Parking Permit to park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.9.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.9.1 above will remain permanently.

4.9.3 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 4.9.1 of this Agreement.

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 2009/5020/P the Occupation Date.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall 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.
- 5.5 Submission of any plan or document 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 if possible but otherwise by post 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 2009/5020/P.
- 5.6 Payment of the Pedestrian Signage Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a cheque or 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 ZM910ZL065 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 cheque or Banker's Draft.
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties

other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

- 5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
- 5.10 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Agreement, such agreement approval or consent or expression of satisfaction shall be reasonable and shall not be unreasonably withheld or delayed.

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 2009/5020/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Freeholder the Leaseholder nor 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 PROVIDED THAT for the avoidance of doubt the Mortgagee shall not be liable in respect of any breach of the terms of this Agreement unless and until they become mortgagee in possession of the Property.

8. **FREEHOLDER INDEMNITY**

8.1 Other than in respect of clause 4.1 of this Agreement the Leaseholder hereby covenants with the Freeholder from the Implementation of the Planning Permission by the Leaseholder to indemnify and keep indemnified the Freeholder in respect of any liability whatsoever which the Freeholder may incur in connection with this Agreement and/or which the Freeholder is required to incur or pay as a result of the breach of this Agreement by the Leaseholder.

9. **JOINT AND SEVERAL LIABILITY**

9.1 All Covenants made by the Freeholder and the Leaseholder in this Agreement are made jointly and severally and shall be enforceable as such.

10. **RIGHTS OF THIRD PARTIES**

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

**THE FIRST SCHEDULE
THE SERVICE MANAGEMENT PLAN**



272 High Holborn, London WC1

Service Management Plan

Introduction

1. This note sets out the basis of the Servicing Management Plan that will be adopted at the development by University of the Arts, London.
2. This Draft Servicing Management Plan has been produced to accompany the planning application to change the land use at the above site.
3. The Freight Transport Association / Local Government Partnership Initiative entitled "Delivering the Goods – Best Practice in Urban Distribution" stands as general good practice in relation to deliveries to the site.
4. The agreed contents of this Servicing Management Plan must be complied with unless otherwise agreed with the Council. The building occupiers shall work with the Council to review this Delivery and Servicing Management Plan from time to time when necessary. Any future revised plan must be approved by the Council and complied with thereafter

Objectives

5. The Servicing Management Plan will manage deliveries and servicing to the premises in order to ensure the successful operation of the servicing (including refuse storage and collection) for both the educational and office elements of the scheme. Effective management will ensure that the potential for vehicle conflicts is avoided and that the proposals have the minimum impact on both the surrounding highway and pedestrian network.

The Servicing Arrangement

6. Given the scale and nature of the development proposed, it is likely that there will be circa 4-6 deliveries per day and that these will typically be undertaken by small to medium sized vehicles (discussed later).
7. Delivery activity will typically be undertaken to/from the proposed delivery access point on Whetstone Park. Whetstone Park is a generally small service road behind the application site. Some of the

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application site's neighbours also have small service bays on Whetstone Park. The service bay layout is shown in **Appendix A**.

8. Currently the majority of existing servicing / deliveries take place from the front of the building from High Holborn, and some deliveries are undertaken via Whetstone Park, to the rear of the site. Whetstone Park is a narrow road. Although it is suitable for the vast majority of the deliveries it will be necessary, at times, to undertake servicing / deliveries from the site's frontage on High Holborn. This is in keeping with servicing activity with many of the surrounding buildings in the area.
9. In the vicinity of the site, High Holborn has an existing bus lane on the southern side (site side) and has a loading restriction which restricts loading / unloading activity between 07:00-10:00 and 16:00-19:00 respectively.

Operations Manager

10. A "Goods In (Operations) Manager" will be employed to oversee the operations of servicing and to ensure its smooth operation.
11. In order to meet the key objectives of the Plan (i.e. to minimise service vehicle / car conflict and to safeguard the amenity of pedestrians), the following initiatives will be adopted:
 - The Goods In Manager will issue written / email instructions to all suppliers who book deliveries setting out the delivery procedures to be adopted by them.
 - Suppliers will be required to pre-book 30 minute delivery slots. (Although the majority of deliveries would only take 5-10 minutes to undertake, the 30 minute slots would allow for the vagaries of London traffic and, thus, ensure that servicing activity does not overlap)
 - Deliveries to the front of the site from High Holborn will be programmed so that they are undertaken in accordance with the permitted loading restrictions.
 - The Goods In Manager will seek to ensure that delivery vehicles remain in the vicinity of the site for as little time as possible and that vehicle engines are switched off whilst goods are being loaded / unloaded (i.e. whilst vehicles are stationary).



Monitoring and Review

12. The Goods In Manager will maintain a record of servicing activity, which will include the following information:

- Day
- Date
- Delivery slot booked
- Type of vehicle
- Goods carried
- Time of arrival
- Time of departure
- Any other comments

13. The Goods In Manager will constantly monitor / review the success of the Plan and, if considered necessary / appropriate, will propose changes to the Plan to be approved by the LPA.

14. The Plan will be the subject of a regular review (six months after first occupation and annually thereafter) with the LPA. Additionally, if considered necessary or appropriate by the LPA, further reviews will be held within 14 days of a written request by the LPA.

Nature of Goods to be Delivered

15. The following paragraph briefly summarises the types of goods that each (potential) element of the development might generate.

16. The café would generate a requirement for food / drink supplies either from a single supplier (e.g. a national restaurant chain) or from a number of separate suppliers (e.g. an independent restaurant operator). The office would generate a requirement for office supplies (computer supplies, stationery, water, couriers etc). The university teaching area would generate a varied demand for deliveries / collections, from supplies, such as items for vending machines to plumbers and electricians.

Types of Vehicles



17. It is anticipated that the vast majority of deliveries will be undertaken by transit sized vehicles. A review of the TRAVL database (and, also, site observations throughout London) indicates that similar buildings typically generate deliveries by transit sized vehicles.

Vehicle Routeing

18. Given the number and nature of deliveries anticipated to/from the site, it is not considered that any specific vehicle routeing arrangements are required.

Swept Path Manoeuvres

19. It is not deemed necessary to provide swept path analysis of servicing movements as all servicing will be carried out on street either on High Holborn and/ or Whetstone Park where servicing activity for neighbouring properties currently occurs.

Refuse

20. University of the Arts, London propose to continue with the existing refuse and recycling collection regime.

21. At all times, refuse will be stored within the dedicated refuse store at the rear of the site to the immediate vicinity of (but not on) the public highway, where it will be available for collection.

Consultation

22. If issues are raised by local interested parties, the Goods In Manager will ensure that the Council is advised of any such issues and will subsequently discuss / agree if any action is required.

Summary and Conclusions

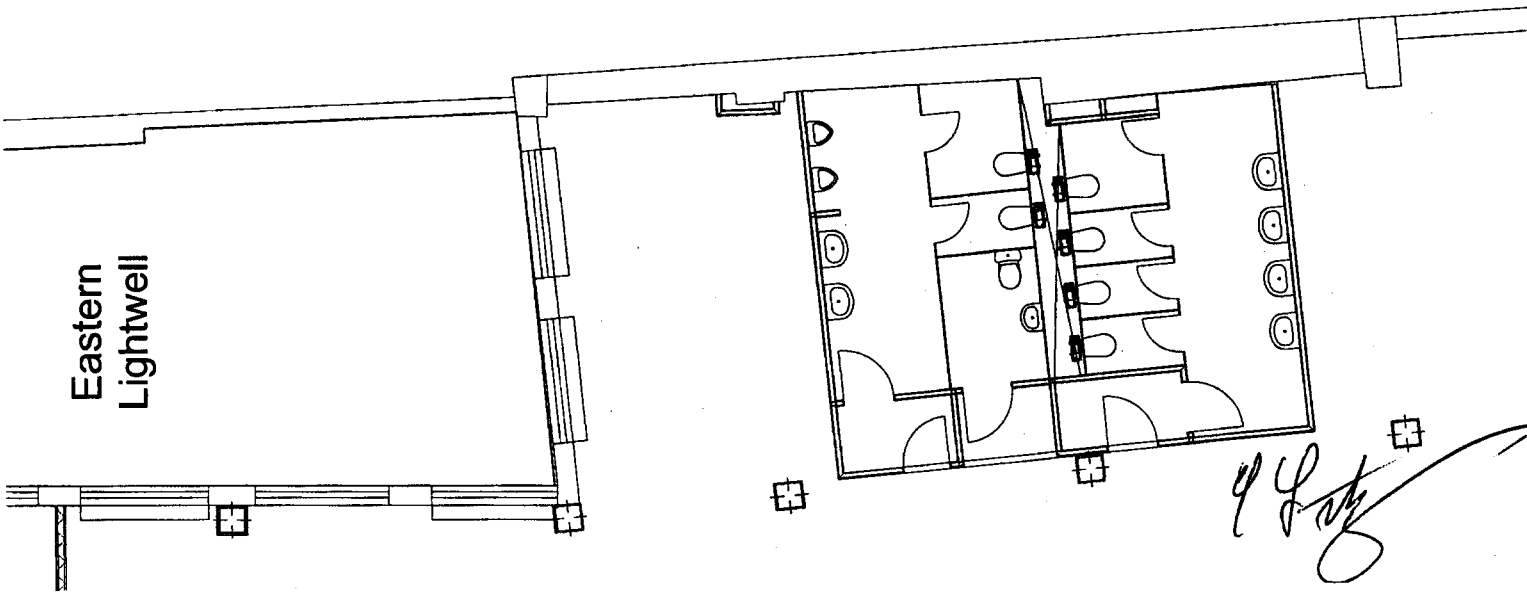
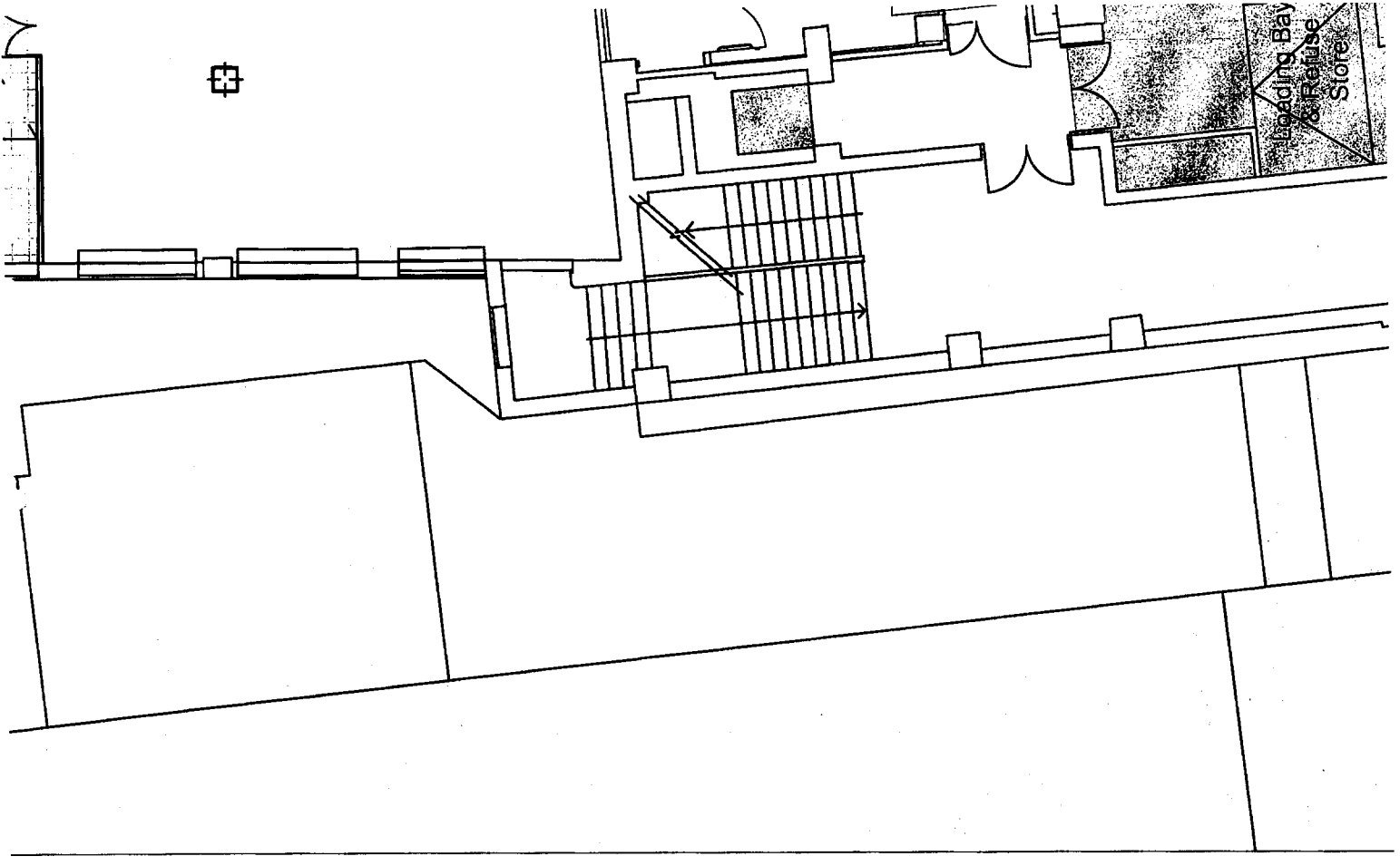
23. The purpose of this Plan is to manage and control servicing and delivery activity, so as to minimise service vehicle and car conflict and to safeguard the amenity of pedestrians and neighbouring businesses.

24. The Plan will ensure the successful and efficient operation of servicing / delivery activity on a day to day basis.



APPENDIX A

A handwritten signature in black ink, appearing to read 'J. G. Kelly', located in the bottom right area of the page.



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

EXECUTED AS A DEED BY
THE UNIVERSITY OF
THE ARTS LONDON
acting by

.....
Authorized Signatory

.....
Authorized Signatory

EXECUTED AS A DEED BY
JOHN FITZSIMONS
in the presence of:

.....
Witness Signature

Witness Name: SEAN FLANAGAN

Address: SHANS LANE, BATH AVE, DUBLIN 4

Occupation: ACCOUNTANT

EXECUTED AS A DEED BY
ALLIED IRISH BANKS PLC
by
in the presence of:-

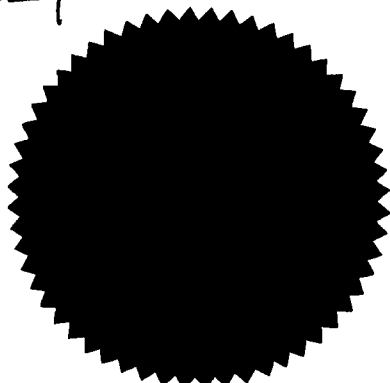
.....

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

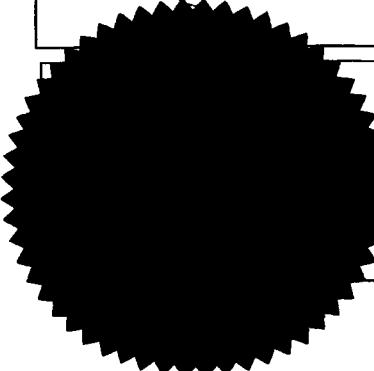
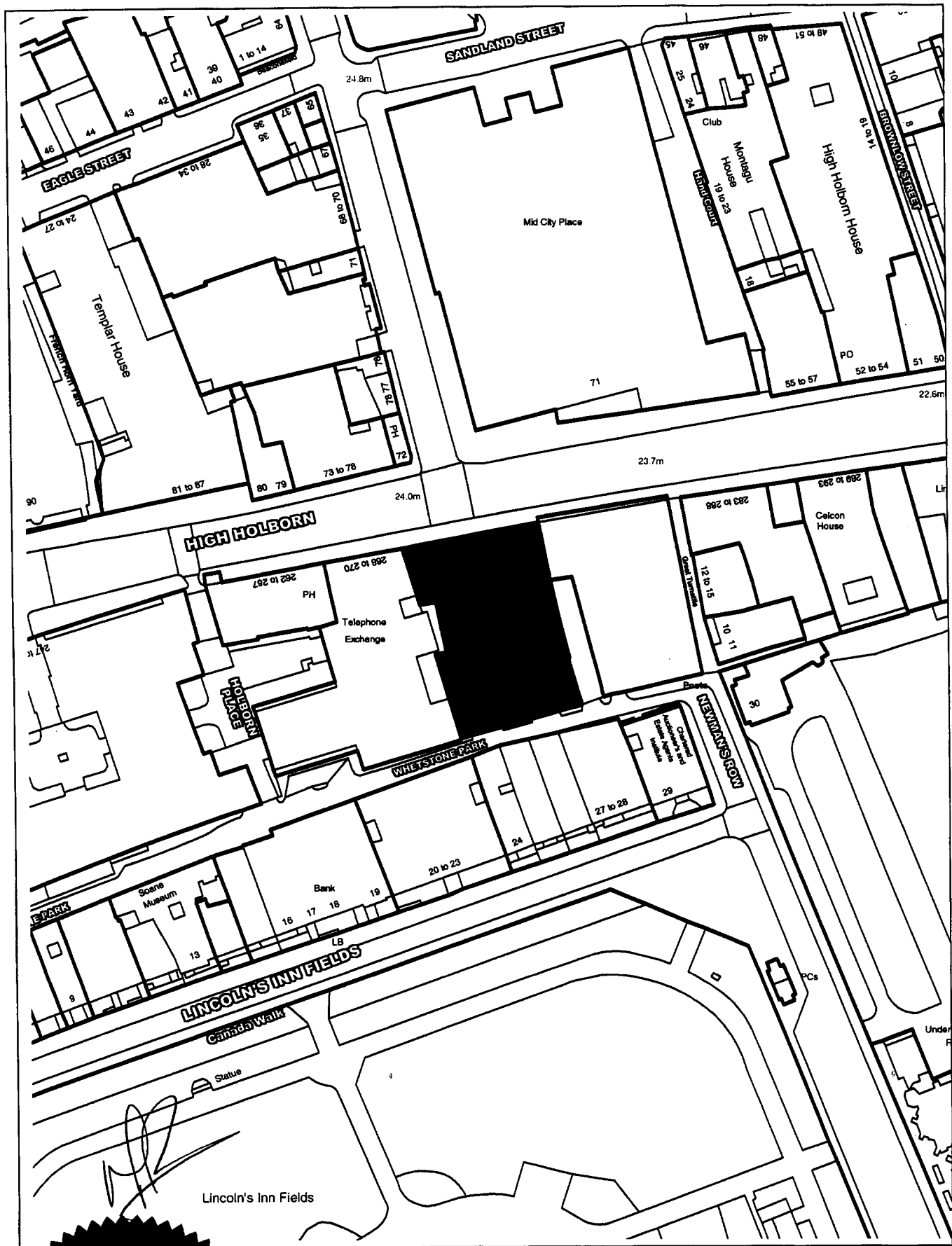
.....
Authorized Signatory

Present when the Common Seal of
Allied Irish Banks, p.l.c. was affixed to this
Deed and this deed was delivered:

.....
Authorized Signatory
.....
Authorized Signatory



98



Application No: 2009/5020/P
272 High Holborn
London
WC1V 7NE

Scale:
1:1250
Date:
15-Mar-10



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Handwritten signature and initials, possibly 'AR' and 'MGA', in black ink.

Drivers Jonas LLP
Capital House
85 King William Street
London
EC4N 7BL

Application Ref: 2009/5020/P

15 March 2010

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY. THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
**272 High Holborn
London
WC1V 7NE**

Proposal:

DECISION
Change of use from Class A1 to non-residential institution (Class D1) to be basement, part ground and first floor levels.
Drawing Nos: S160/01/001; 680/P01/300; 1680/P01/301; 1680/P01/302; LO2/109 C1; LO2/109 C2; LO2/109 C3; SK02/109 C1; SK02/109 C2; SK02/109 C3; PV-SK1; Design and Access Statement; Supporting Planning Statement; Transport Statement; Sustainability and Energy Statement; BREEAM Bespoke Pre-Assessment Report; Energy and Renewables Strategy.

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 This permission is personal to the University of the Arts only and shall endure for a period of no more than 20 years from the date of this permission. Upon the University of the Arts vacating the premises or after a period of 20 years (whichever is the sooner) the use shall revert to the lawful use for B1 (Office) purposes.

Reason: In recognition of the special circumstances of the intended occupier and to accord with policy E2 (Retention of existing business uses) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 Prior to the occupation of the building hereby approved, the cycle storage provision shall be provided as shown on drawing numbers L02/147 C4 and SK02/100 P1.

Reason: To ensure that adequate provision is made for cycle storage in accordance with policy T3 (Pedestrians and cycling) and Appendix 6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

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

Site location plan; 1680/P01/299; 1680/P01/300; 1680/P01/301; 1680/P01/302; L02/147 C4; L03/104 P1; L05/202 P1; L05/207 P1; L12/100 C3; SK02/100 P1; PV-SK1; Design Access Statement; Support Plan Statement; Transport Statement; Sustainability Energy Statement; B1 M Bespoke Pre-Assessment Report Energy and Waste Strategy.

Reason:

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

- 5 The proposed cafe located at basement level shall be ancillary to the primary D1 educational use, and shall not be open to general members of the public.

Reason: To protect the amenity of neighbours and the frontage in accordance with policies SD6 (Amenity for occupiers and neighbours) and R7 (Protection of shopping frontages and local shops) of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Reasons for granting planning permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD1 (Quality of life); SD2 (Planning obligations); SD6 (Amenity for occupiers and neighbours); SD7 (Light, noise and vibration pollution); SD8 (Noise and disturbance); SD9 (Resources and energy); B1



(General design principles); B3 (Alterations and extensions); B6 (Listed buildings); B7 (Conservation Areas); B8 (Archaeological sites and monuments); T1 (Sustainable Transport); T3 (Pedestrians and Cycling); T4 (Public transport); T8 (Car free housing and car capped housing); T9 (Impact of Parking); T12 (Works affecting highways); R7 (Protection of shopping frontages and local shops); E1 (Location of business uses); E2 (Retention of existing business uses); C1 (New community uses); C2 (Protecting community uses); N4 (Providing public open space) and N5 (Biodiversity).

Further more the proposal accords with the specific policy requirements in respect of the following principle considerations:- The proposed change of use of the building to allow for the occupation of the building by the University of the Arts is considered to be acceptable. The proposals would bring a welcomed educational use into the borough and would bring the building back into effective use. The proposals would not have a negative impact on the existing transport network and would in fact benefit the local community. The energy efficiency of the building is also a consideration.

DRAFT

- 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 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 12.00 hours on Saturdays and Public Holidays. You are advised to consult the Council's Environmental Health Department, Public Protection Division (Complaints and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel: No. 020 7974 2363 or by email ppp@camden.gov.uk or on the website 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 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
- 5 You are advised that Thames Water have recommended the installation of a 'fat trap' in relation to the ancillary cafe to avoid the blocking of drains.
- 6 You are advised that should any plant/machinery be required, planning permission is likely to be necessary.

Yours faithfully

Culture and Environment Directorate



DATED

17th March

2010

(1) JOHN FITZSIMONS

and

(2) THE UNIVERSITY OF THE ARTS LONDON

and

(3) ALLIED IRISH BANKS PLC

and

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

A G R E E M E N T

relating to land known as

272 HIGH HOLBORN

LONDON WC1V 7NE

(formerly known as PRINCETON HOUSE 271-277 HIGH HOLBORN, LONDON)

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 1918

Fax: 020 7974 2962