## (1) LONDON SCHOOL OF HYGIENE & TROPICAL MEDICINE

and

# (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
15 – 17 Tavistock Place, London WC1H 9SY
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 5647 Fax: 020 7974 2962

#### BETWEEN:

1. LONDON SCHOOL OF HYGIENE & TROPICAL MEDICINE of Keppel Street, London, WC1E 7HT (hereinafter called "the Owner") of the first part

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2. THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

## 1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL731398.
- 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 10 February 2009 and the Council resolved to grant permission conditionally under reference number 2009/0067/P subject to the 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 The Council is the local highway authority for the purposes of the Highways Act 1980 for the area in which the Property is situated
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. **DEFINITIONS**

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

2.1 "the Act"

the Town and Country Planning Act 1990 (as amended)

2.2 "the Agreement"

this Planning Obligation made pursuant to Section 106 of the Act

2.3 "The Certificate of Practical Completion"

the certificate issued by the Council certifying that the Development has been completed to its reasonable satisfaction

2.4 "Construction Management Plan"

the plan produced by the Owner to outline a scheme of management of the measures to protect the amenity of residential and business occupiers in the vicinity of the Development during the Construction Phase in accordance with the Council's Considerate Contractor Manual as exists at the Implementation Date

2.5 "The Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion.
- 2.6 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Considerate Contractor Manual" relating to the good practice for developers engaged in building activities in the London Borough of Camden 2.7 "the Development"

Change of use and works of conversion from offices (Class B1) to flexible business/non residential institution floorspace (Class B1/D1) plus alterations and extensions including erection of a four storey rear extension in courtyard, replacement of windows, provision of external stairwells to the rear of the site, alteration to the main entrance, and landscaping of the courtyard.

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 incorporating the elements set out in the First Schedule hereto with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport

2.9 "the Highways Contribution"

the sum of £6,100 (Six thousand one hundred 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 event of receipt for the carrying out of the Highways Works 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

2.10 "the Highways Works"

the repaving of the two vehicular crossovers between Tavistock Place and the Property. The detail and scope of such works to be reasonably agreed between the Council and the Owner

2.11 "the Implementation Date"

the date of implementation of the Development pursuant to the Planning Permission 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

2.12 "the Level Plans

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.13 "Occupation Date"

the first date when any part of the Development is occupied (save for the purposes of fitting out which shall no trigger any obligation or contravene any obligation in this Agreement) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.14 "the Parties"

means the Council and the Owner

2.15 "the Planning Application"

a planning application in respect of the Development of the Property submitted to the Council and validated on 10 February 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/0067/P subject to conclusion of this Agreement

2.16 "Planning Obligations

Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

# 2.17 "the Planning Permission"

a planning permission granted for the Development in pursuance of the Planning Application substantially in the draft form annexed hereto

## 2.18 "the Property"

the land known as 15 – 17 Tavistock Place, London, WC1H 9SY the same as shown shaded grey, for identification purposes only, on the plan annexed hereto

## 2.19 "the Public Highway"

any carriageway footway and/or verge adjoining the Property which is maintainable at public expense

## 2.20 "Residents 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 residents of the locality in which the Development is situated

## 2.21 "Residents 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 Residents Parking Bays

# 2.22 "the Renewable Energy Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development based on the Energy Statement prepared by Calfordseadon Construction and Property Consultants dated 19 December 2008.

# 2.23 "Servicing Management Plan"

a plan securing the effective management of servicing to and from the Development so as to manage and minimise the impact of such servicing on the local area and community such plan to include inter alia the following:

- (a) Location and layout of servicing bays (drawings to be submitted) to include details of the relocation of the current servicing access adjacent to the junction of Tavistock Place and Marchmont Street
- (b) Likely frequency and duration of servicing movements (including methodology for generating these figures).
- (c) The sizes of service vehicles proposed to enter the Property.
- (d) Swept paths should be provided to ascertain manoeuvring within the Property.
- (e) Delivery vehicles should have a sufficient turning area to be able to both enter and exit the site in a forward gear. This will need to be demonstrated by swept paths.
- (f) Nature of goods to be delivered.
- (g) Route to and from on-street servicing bays to the building/service access where relevant.

- (h) Statement setting out how pedestrian and highway safety will be maintained during servicing movements;
- (i) Statement setting out how servicing movement to the site can be combined and/or reduced to minimise traffic and service vehicle activity at the site.
- (j) A detailed statement outlining how onsite servicing bays will be organised and managed.
- (k) If on-street servicing is intended, a detailed statement giving reasons why this is necessary/reasonable and how it is expected to impact on safety and the operation of the public highway.
- (I) Details of arrangements for refuse storage and servicing and allow clear access for refuse collection services to relevant areas of building when required.
- (m) Any other relevant information.
- (n) Commitment that building occupiers work with the Council to review this Service Management Plan when necessary. Any future revised plan must be approved by the Council and complied with thereafter.
- (o) In the event that commercial waste collection at the Development is to be undertaken by the Council a requirement that

access for Council refuse vehicles is provided in the basement of the Development for commercial refuse collection at any time reasonably required by the Council ALWAYS PROVIDED that the details of such access shall be the subject of reasonable agreement between the Council and the Owner.

(p) In the event that on street refuse collection is proposed a requirement that collection activities will be overseen and supervised during collection times to ensure pedestrian safety and amenity is maintained with residential refuse bins to be collected from the street to be stored and collected from the residential refuse storage area (this requirement to include an absolute prohibition on the storing of refuse bins on the public highway).

2.24 "the Sustainability Plan"

a plan including a design stage and 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 a Good or 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 to be carried out by a recognised independent verification body in respect of the Property.

2.25 "Working Day(s)"

means any day(s) upon which banks in the City of London are open to the general public.

## **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 SAVE FOR references to the Town and Country Planning (Use Classes) Order 1987 as amended which shall be taken as enacted at the date of this Agreement.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 Where any consent expression of satisfaction or approval is required from the Council under the terms of this Agreement such consent expression of satisfaction or approval should not be unreasonably withheld or delayed
- 3.6 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 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.
- 3.7 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.8 The Parties save where the context states otherwise shall include their successors in title. In addition, references to the Council shall include any successor local planning

authority exercising planning powers under the Act or any successor local highway authority exercising powers under the Highways Act 1980.

The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" development in accordance with Clause 4.7.1 for all relevant purposes.

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

## 4.1 Renewable Energy Plan

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- 4.1.1 On or prior to the Implementation Date to submit to the Council for approval the Renewable Energy Plan.
- 4.1.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.1.3 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 operated in strict accordance with the Renewable Energy 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 Renewable Energy Plan.

## 4.2 Sustainability Plan

- 4.2.1 The Owner agrees on or prior to the Implementation Date to submit to the Council for its reasonable approval the Sustainability Plan.
- 4.2.2 The Owner agrees not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect such approval not to be unreasonably withheld or delayed.
- 4.2.3 The Owner agrees 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 reasonably approved by the Council have been implemented in the construction of the Development. In the event that target percentages in Energy, Water and Materials categoreis are not met. The Owner will provide a written justification for such shortfall to be agreed in writing by the Council.

4.2.4 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 substantial and material accordance with the Sustainability Plan as reasonably approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in substantial and material accordance with the requirements of the Sustainability Plan unless otherwise agreed between the Council and the Owner.

## 4.3 Servicing Management Plan

- 4.3.1 The Owner agrees on or prior to the Implementation Date to submit to the Council for its reasonable approval the Servicing Management Plan.
- 4.3.2 The Owner agrees not to Implement nor permit Implementation until the Servicing Maintainance Plan has been approved by the Council as demonstrated by written notice to that effect such approval not to be unreasoanbly withheld or delayed.
- 4.3.3 On the implementation of the Plannign Permission to cease use from that time forward of the servicing area located adjacent to the junction of Tavistock Place and Marchmont Street unless otherwise agreed between the Council and the Owner.
- 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 Servicing Maintainance Plan as reasonably approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Servicing Maintainance Plan unless otherwise agreed between the Council and the Owner.

#### 4.4 Highways Works

- 4.4.1 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 such approval not to be unreasonably withheld or delayed.
- 4.4.2 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 such approval not to be unreasonally withheld or delayed.
- 4.4.3 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.
- 4.4.4. On completion of the Highway Works the Council will provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.4.5 If the Certified Sum exceeds the Highway Contribution then the Owner will within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

#### 4.5 Local Labour

- 4.5.1 The Owner covenants that in carrying out the works comprised in the Construction Phase of the Development the Owner shall use reasonable endeavours to seek to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.
- 4.5.2 In order to facilitate compliance with the requirements of clause 4.5.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction ("King's Cross Construction") and (ii) take the following specific measures:
  - (a) that all contractors and sub contractors shall use reasonable endeavours to advise King's Cross Construction of relevant vacancies arising as a result of the construction of the development; and
  - (b) that King's Cross Construction is notified of all relevant vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;

- (c) provide the Council with regular reports detailing the percentage of local employment on the Site during the construction of the Development as a result of the vacancies identified in accordance with 4.5.2 (a) and (b)
- (d) To work with the Council to identify and promote within Camden opportunities for the use of local sub-contractors and construction workers for the construction of the development and to identify any training opportunities on the Development site for construction trainees resident in the London Borough of Camden.

## 4.6 Construction Management Plan

- 4.6.1 The Owner agrees on or prior to Implementation to provide to the Council for its reasonable approval the Construction Management Plan.
- 4.6.2 The Owner agrees not to Implement or allow Implementation until such time as the Council has approved the Construction Management Plan such consent not to be unreasonably withheld or delayed.
- 4.6.3 The Owner agrees to ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Construction Management Plan unless otherwise agreed between the Council and the Owner and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance

#### 4.7 Green Travel Plan

- 4.7.1 The Owner covenants with the Council to submit a draft of the Green Travel Plan to the Council on or prior to the Implementation Date.
- 4.7.2 The Owner covenants with the Council not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Green Travel Plan such approval not to be unreasonably withheld or delayed.
- 4.7.3 The Owner covenants with the Council that 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 Green Travel Plan as reasonably approved by the Council save that in respect of any alleged breach occurring the Owner shall be first given the opportunity for a period of one month from the date of the alleged breach to correct the alleged breach and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Green Travel Plan.

## 4.8 Car Free Development

- 4.8.1 The Owner hereby covenants with the Council to ensure that prior to Occupying any part of the Development each employee 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 Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.8.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.8.1 above will remain permanently.

## 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 Working 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 2009/0067/P the date upon which the Development was ready for Occupation.
- 5.3 The Parties shall act in good faith and shall co-operate to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the Owner's control and

possession (at the Owner's expense) for the purposes only 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 while the Owner has an interest in the relevant part of the Property for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein while the Owner has an interest in that part of the Property 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.
- Payment of the Highways Contribution 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 date and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM681ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.6 The Council agrees with the Owner to use the Highways Contribution for the purposes set out in this Agreement and for no other purpose.
- 5.7 The Council agrees with the Owner that the Council will repay to the Owner the amount, if any, of the Highways Contribution that has not been expended or committed by the Council for the purposes set out in this Agreement at the end of a period of five years from the date that payment of the Highways Contribution is received together with interest on that amount calculated at the base rate from time to time of the National Westminster Bank plc accrued from time to time.
- 5.8 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.

other than the Council under 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

$$A = B \times (Y-X)$$

- 5.10 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:-
- 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 2009/0067/P and in the case of notice to the owner shall be addressed to The London School of Hygiene and Tropical Medicine, Keppel Street, London, WC1E 7HTand marked for the attention of Mr Richard Benson, acting Secretary and Registrar; 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 and monitoring costs on or prior to the date of completion of this 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 with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 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 or that part of the Property concerned but without prejudice to liability for any breach committed prior to the time it disposed of its interest in that part of the Property to which the breach relates.
- 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.

## 8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

## 9. RIGHTS OF THIRD PARTIES

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

## THE FIRST SCHEDULE

#### THE GREEN TRAVEL PLAN

Part I: Components of the Green Travel Plan

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

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 Green Travel Plan see "A travel plan resource pack" which is available from ETSU on 0800 585794 or see the DTLR's travel plan website: www.local-transport.dt:r.gov.uk/travelplans/index.htm.)

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

In drawing up to the Green Travel Plan the Owner shall ensure that provisions relating to the following matters are contained within the Plan.

## Review, management, promotion.

- 1. annual review and monitoring of the Property's accessibility in Green Transport terms in accordance with the principles set out in Part II of this Schedule.
- 2. regular promotion of measures to facilitate the Property's accessibility in Green Transport terms including through text being incorporated into all brochures/menus/programmes relating to the Development and into publicity material as appropriate and by making copies of the Green Travel Plan available to staff and members at the Development.
- 3. ongoing senior management commitment and consultation with staff and occupants of the Property

- 4. a designated staff travel co-ordinator within the Development to be responsible for implementing the Green Travel Plan
- 5. a communications strategy within the Development about the benefits of the Green Travel Plan

#### Emission/vehicle reduction initiatives

- use of alternatively–fuelled vehicles for servicing and deliveries (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for greener- fuelled vehicle grants
- 2. establishment of electric vehicle recharging points
- 3. review and development of criteria to reduce car allowances
- 4. measures to prevent the use of staff car parking and permits in and around the Development
- 5. setting up and continuing operation of a work place green vehicles pool for work related trips

## **Public Transport Initiatives**

- Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: <a href="https://www.transportforlondon.gov.uk/">www.transportforlondon.gov.uk/</a> www.nationalrail.co.uk
- 2. Provide staff with interest-free annual season ticket / travelcard loans for travel on buses, the underground, trains and trams
- 3. Work with the Council and public transport operators to improve routes

## Cycle initiatives

Workplace cycling measures – including providing:

1. Secure and well-lit workplace cycle parking

- 2. Changing and showering facilities
- 3. Cycle allowance for work-related journeys
- 4. Cycle and equipment loans and insurance
- 5. Cycle repair facilities
- 6. Cycle pool for work-related journeys
- 7. Work with the Council to improve cycle routes to/from work sites

#### Other initiatives

- 1. Encourage walking through the provision of information on the best pedestrian routes to and from the work site for staff and visitors
- 2. Consider the use of partial homeworking/teleworking /teleconferencing
- 3. Use taxis as appropriate

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

The Owner shall ensure that the Green Travel Plan contains arrangements for the review and monitoring of the Green Travel Plan are carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Green Travel Plan by agreement in the light of developing circumstances.

## 1. Review the Development's Transport Accessibility

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

## 2. Consultation with employees

This will involve meeting employees of the Development to promote the concept of a Green Travel Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.

## 3. <u>User/ Employee Consultation and Travel Surveys</u>

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

## 4. <u>Implementation</u>

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

## 5. Monitor and Review

The Green Travel Plan will secure an ongoing process of continuous improvement. Each version of the Green Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Green Travel Plan is being in maximising the use of sustainable transport.

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

EXECUTED AS A DEED BY
LONDON SCHOOL OF HYGIENE
& TROPICAL MEDICINE
acting by a Director and its Secretary
or by two Directors

Director

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

Atisreal Ltd 90 Chancery Lane London WC2A 1EU

Application Ref: 2009/0067/P

11 May 2009

Dear Sir/Madam

FOR INFORMATI Town and Country Planning Acts 1990 (as amended)

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

Address:

15 - 17 Tavistock Place London **WC1H 9SH** 

Proposal:

Change of use and v residential institution

ble business / nondensions including the erection of a four storey rear extension in courtyard, replacement of windows, provision

of external stairwells to the rear of the site, alterations to the main entrance and rear elevations, and landscaping of the courtyard.

Drawing Nos: Transport Statement; Energy Statement dated 19.12.08; Environmental Noise Survey dated 19.12.08; BREEAM Offices 2008 Pre-Assessment Estimator; 659-EX-01P2 02P, 03P, 04P, 05P, 06P, 07P, 08P, 09P2, 10P, 11P, 12P, 13P; 659-PR-01P, 02P, 03P, 04P. 05P, 06P, 07P, 08P, 09P, 12P, 13P, 14P2, 25P2; 659-DT-10P; 659-L-01T1, 02T1; Materials and Landscape Schedule.

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):

The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

2 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details prior to the occupation for the permitted use of the d of planting which, within a es period of 5 years from bment, die, are removed or become seriously dama ed as soon as is reasonably rep possible and, in any ca Ind d he following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Noise levels at a point 1 metro-external to consitive facades shall be at least 5dB(A) less than the consitive facades shall be at least 5dB(A) when all plant/equipment at a consitive facades plant and the consitive facades and a consitive facades plant and the consitive facades and a consitive facades from the plant of the consitive facades 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 policies SD6, SD7B, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Before the use commences, the roof mounted condenser units shall be provided with acoustic isolation and sound attenuation in accordance with the scheme hereby approved. The acoustic isolation shall thereafter be maintained in effective order to the reasonable satisfaction of the Council.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6, SD7B, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

5 Before the development commences, details of the location, design and method of

waste storage and removal (including recycled materials) shall be submitted to and approved by the Council and the approved facility shall therefore be provided prior to the first occupation of any of the new units and permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

submitted 6 No development shall take place until:a) The applicant has programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the Council; and b) The investigation has been carried out in accordance with the approved details and the results and med to and approved by the remediation measures be implemented strictly in sha Council. All approved remediation measures shall accordance with the ap prov ed details and a verification be implemented strictly report shall be submitted and approved by the Council.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy SD10B of the London Borough of Camden Replacement Unitary Development Plan 2006.

The approved cycle parking facility shall be provided in its entirety prior to the first occupation of any part of the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently maintained and the extended building and shall be permanently and the extended building and shall be permanently and shall be permanently and the extended building and the

All windows on the western flank elevation adjacent to No. 13 Tavistock Place shall be obscure glazed and non-openable to a height of 1.7m above floor level.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies S1, S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006

The details of the replacement windows (in particular the profile and dimensions of the glazing bars and frames, and whether the glazing bars are applied or support the individual panes) 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. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2 and B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan

2006.

10 Prior to the first occupation of the building, a plan showing details of a green roof over the new extension (including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for an initial scheme of maintenance) shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

## Reason:

To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies SD9. N5 and B1 of the London Borough of Camden Replacement of the London Borough of Camden Planning Guidance 2006.

## Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 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.
- 3 Noise from de ontrol under the Control of Poli vorks that can be heard at the beamaary 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by env.health@camden.gov.uk email or the on 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.
- 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 One Stop Reception, Environment Department, Camden Town Hall, Argyle Street WC1H 8EQ. (Tel: 020 7974 5613 or email env.devcon@camden.gov.uk or on www.camden.gov.uk/planning)
- 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

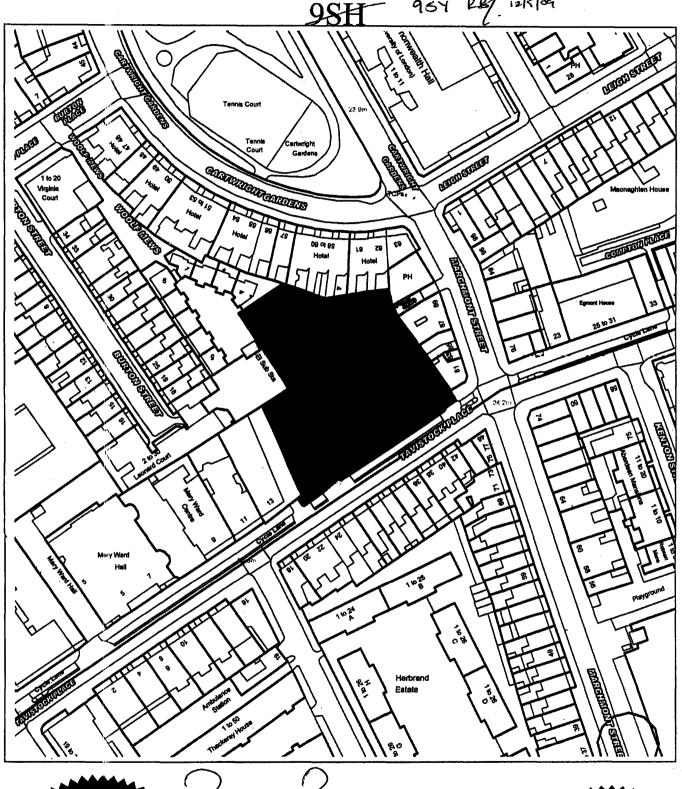
Terms of the legal agreement should be marked for the attention of the Sites Team, Urban Design and Regeneration.

- The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- If implemented, the alternative use permission 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.
- 8 With regard to condition 6 you are advised to refer to Planning Policy Statement 23 (Planning and Pollution Control) Annex II: Development on Land Affected by Contamination for ad may be affected by contamination: to download this is also available on the http://www.communities natio Conta Council's pages www.camden.gov.uk/contaminatedland Please contact the Environmental Health Team on 020 7974 2090 for specific queries regarding developments on potentially contaminated land.
- 9 Reasons for granting permission.

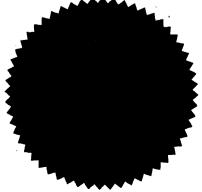
Yours faithfully

Culture and Environment Directorate

15 – 17 Tavistock Place, London, WC1H







DATED 2009

## (1) LONDON SCHOOL OF HYGIENE & TROPICAL MEDICINE

and

## (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
15 – 17 Tavistock Place, London WC1H 9SY
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 5647 Fax: 020 7974 2962