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Development Control
Planning Services
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7278 4444
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env.devcon@camden.gov.uk
www.camden.gov.uk/planning

Tom Sweetman (JWP/TS/DP2373)
DP9
100 Pall Mall
LONDON
SW1Y 5NQ

Application Ref: **2009/2966/P**
Please ask for: **Barrington Bowie**
Telephone: **020 7974 2630**

16 October 2009

Dear Sir/Madam

DECISION

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

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:
Suffolk House
1-8 Whitfield Place &
114-116 Whitfield Street
London
W1T

Proposal:

Proposed partial demolition, refurbishment, re-modelling and 4th floor extension to the building on site to provide 13 residential units (Class C3) in addition to associated existing office floorspace (Class B1) plus associated works, being the provision of off-site residential accommodation at Suffolk House, Whitfield Place instead of at Asta House, Whitfield Street associated with the redevelopment of Howland Street as office headquarters under planning references 2005/4097/P and 2005/4099/P

Drawing Nos: PLANS

Existing:

Prefix P155_2:-

Other Plans

01 Site & Location;

Floor Plans



20 Basement;
21 Ground;
22 First;
23 Second;
24 Third;
25 Fourth;
26 Roof;
Elevations
27 North;
28 South;
29 West;
Sections
30 Section 1
31 Section 2

Proposed:
Prefix P155_2:-

Floor Plans

02 Basement;
03 Ground;
04 First;
05 Second;
06 Third;
07 Fourth;
08 Roof;

Elevations

09 Northwest;
10 Southeast;
11 Southwest;
12 Northeast;

Sections

13 Section 1;
14 Section 2;

Detailed extracts, elevations and sections

15 Northwest
16 Southeast;
17 Southwest;
18 Detailed section;
19 Detailed section of roof extension;

Alteration Plans

32 Basement;
33 Ground;
34 First;
35 Second;
36 Third;
37 Fourth;

SUPPORTING DOCUMENTS

Air Quality Assessment (Arup, June 2009)

Daylight/Sunlight Assessment (Drivers Jonas, June, 2009)

Design & Access Statement (DSDHA, June 2009)
Environmental Noise Survey and PG24 Assessment (Hann Tucker Associates, June 2009)
Historical, Architectural and Conservation Assessment (Richard Coleman, June 2009)
Planning Statement (DP9, June 2009)
Sustainability and Energy Statement (Arup, June 2009)
Transport Statement (June 2009)

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

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 Before commencement of the development, detailed drawings at an appropriate scale [including sections, all elevations and plans where appropriate] and/or samples of materials, as appropriate, shall be submitted to and approved in writing by the local planning authority; and the approved details/materials shall thereafter be implemented and retained. Such details shall include: All external facing materials with respect to the following elements: windows, window openings [including surrounds and cills], glazing, balconies/terraces, balustrading, doors, facing materials (inc stonework), render, louvres, roof materials and green/brown roof elements. A sample materials board of these details shall be displayed and maintained on site throughout the construction period.

REASON: In order 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 of the Camden Replacement Unitary Development Plan 2006.

- 3 Before commencement of the development, details of proposed slab levels of the development, in relation to the existing and proposed levels of the site and the surrounding land, shall be submitted to and approved in writing by the local planning authority and the approved details shall thereafter be implemented and maintained.

REASON: In order to ensure that the height of the development is no greater than indicated on the approved drawings, so as to protect the availability of light enjoyed by nearby residential premises, in accordance with the requirements of policy SD6 of the Camden Replacement Unitary Development Plan 2006.

- 4 Before commencement of the development, full details of hard landscaping; tree and plant species; locations and full details of the design, materials and type of boundary treatment to be erected; means of enclosure of all un-built open areas

(including lighting) shall be submitted to and approved in writing by the local planning authority; and the approved works shall thereafter be implemented and maintained.

REASON: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 All landscaping and boundary treatment works shall be carried out to a reasonable standard in accordance with the approved landscape/boundary treatment details by not later than the end of the planting season following completion of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority 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 B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 Before commencement of the development, details of plant to be installed [including sound attenuation and acoustic isolation from the structures] shall be submitted to and approved in writing by the local planning authority; and the approved details [including specified maximum noise levels] shall be thereafter implemented and maintained.

REASON: To ensure that the appearance of any external plant is compatible with the appearance of the building and the area and to ensure that residential amenities are protected, in accordance with the requirements of policy SD7 of the Camden Replacement Unitary Development Plan 2006.

- 7 No plant, ventilation, air conditioning, extraction or other such equipment shall be provided other than where specified on the plans without the prior written consent of the local planning authority.

REASON: To safeguard the visual amenity of the proposed and the area generally, in accordance with the requirements of policies S1, S2 and B1 of the Camden Replacement Unitary Development Plan 2006.

- 8 At 1 metre outside the windows of any neighbouring habitable room the level of noise from all plant and machinery shall be at all times at least 5 decibels below the existing background noise levels, expressed in dB(A) at such locations. Where the noise from the plant and machinery is tonal in character the differences in these levels shall be at least 10 dB(A).

REASON: To safeguard the amenities of occupiers of the proposed use, adjoining premises and the area generally in accordance with the requirements of policy SD6

of the Camden Replacement Unitary Development Plan 2006.

- 9 Before commencement of the development, a supplementary acoustic report to demonstrate satisfactory internal noise levels, shall be submitted to and approved in writing by the local planning authority and the approved details shall be thereafter implemented and maintained.

REASON: To safeguard the amenities of occupiers of the proposed use, adjoining premises and the area generally in accordance with the requirements of policy SD6 of the Camden Replacement Unitary Development Plan 2006.

- 10 No development shall take place until

a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for the approval by the local planning authority.

b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the local planning authority.

c) The applicant shall notify the local planning authority when remediation works commence. All approved remediation measures shall be implemented strictly in accordance with the approved details.

REASON: To protect future occupiers of the development from the possible presence of ground contamination in accordance with the requirements of policy SD10B of the Camden Replacement Unitary Development Plan 2006.

- 11 That appropriate measures, including methods of storage and waste removal (including recycled materials) shall be detailed in a waste management plan that shall be submitted to and approved by the local planning authority prior to the completion of the development and shall thereafter be maintained.

REASON: To safeguard the amenities of occupiers of the proposed adjoining premises and the area generally, in accordance with the requirements of policies SD6 of the Camden Replacement Unitary Development Plan 2006

- 12 Before commencement of the development, details of sustainable drainage measures to demonstrate that the surface water drainage arrangements are such that the proposed volumes and peak flow rates of surface water leaving the site are no greater than the existing flow rate [in line with Annex F of PPS25] shall be submitted to and approved in writing by the local planning authority; and the approved details shall be thereafter implemented and maintained.

REASON: To attenuate water run-off, prevent pollution of the water environment, minimise risk of flooding and improve the water quality, in accordance with the requirements of policy SD9B of the Camden Replacement Unitary Development Plan 2006.

- 13 Before commencement of the development, details of the construction of a surface water drainage system to make proper provision for ground, water courses or a suitable sewer [and that for surface water storm flows attenuated or regulated into the receiving public network through on or off site storage] shall be submitted to and approved in writing by the local planning authority; and the approved details shall be thereafter implemented and maintained.

REASON: To attenuate water run-off, prevent pollution of the water environment and to ensure that surface water discharge from the site shall not be detrimental to the existing sewerage system, in accordance with policies SD1 and SD9B of the Camden Replacement Unitary Development Plan 2006.

- 14 Before the development commences, a Water Strategy and plans describing and illustrating the efficient use of water, water capture, recycling and re-use and run-off limitation systems in the development, must be submitted to and approved by the local planning authority. The Strategy should aim for a discharge rate to the sewer of no more than 50l/s. To be approved by the local planning authority, the strategy and plans must show:

- a) How all the rain water and grey water from the site will soak away or be collected, including the the location and capacity of storage tanks, which shall be capable of retaining rain water resulting from at least a 1 in 50 rain event
- b) Where and how the collected water is to be re-used within the development, including any necessary filtration and treatment measures for the following purposes, with preference in the order shown:
 - i. Flushing toilets
 - ii. Watering landscaping at ground and other floor levels throughout the development
 - iii. Watering green roofs
- c) Any changes to this provision that are agreed by the local planning authority.

REASON: In order to secure the appropriate water efficiency and sustainable drainage measures, in accordance with the requirements of policy SD9B of the London Borough of Camden Replacement Unitary Development Plan 2006 and the London Plan 2008 (consolidated with alterations since 2004)

- 15 Prior to occupation of the development, the applicant must construct and implement the measures in the approved Water Strategy referred to in condition 14 and maintain them thereafter.

REASON: In order to secure the appropriate water efficiency and sustainable drainage measures, in accordance with the requirements of policy SD9B of the London Borough of Camden Replacement Unitary Development Plan 2006 and the London Plan 2008 (consolidated with alterations since 2004)

- 16 No part of the development hereby approved shall be occupied until a Biodiversity Action Plan setting out measures for biodiversity and wildlife habitat improvements including the provision of bird and bat boxes, has been submitted to and approved in writing by the local planning authority. The measures contained in the Biodiversity Action Plan shall at all times remain implemented.

REASON: In order to conserve and enhance biodiversity and wildlife habitats in accordance with the provisions of policy N5 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 17 Before the commencement of the development, details of the proposed green/brown roofs, including: species; planting density; substrate; a section drawing at scale 1:20 demonstrating the adequate depth availability for a viable green/brown roof; and a maintenance plan, shall be submitted to and approved in writing by the local planning authority. The measures contained in the submitted details shall at all times remain implemented.

REASON: In order to conserve and enhance biodiversity and wildlife habitats in accordance with the provisions of policy N5 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 18 Before the commencement of the development, a Renewable Building Materials Plan, demonstrating that (up to 30% of) the development is constructed of recycled and renewable materials, and the method of re-use/storage of demolition materials, shall be submitted to and approved in writing by the local planning authority and the approved details shall be implemented in strict accordance with the Renewable Building Materials Plan.

REASON: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policy SD9D of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 19 Prior to commencement on site, additional Lifetime Homes information shall be submitted to and approved by the local planning authority. This information must show that all the 16 relevant points have been met, or where this is not feasible, the provision of a full and detailed justification.

REASON: In order to define the permission and at all times In order to secure housing with a suitable level of access for all, in accordance with the requirements of policy H7 of the Camden Replacement Unitary Development Plan 2006.

Informative(s):

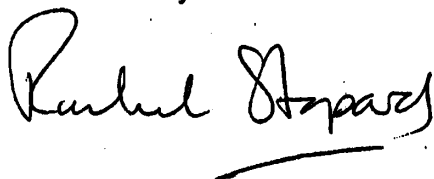
- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@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.
- 3 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, namely: SD1A & B - Quality of life and regeneration; SD1C - Access for all; SD1D - Community safety; SD2 - Planning obligations; SD3 - Mixed-use Development; SD4 - Density of development; SD5 - Location of development with significant travel demand; SD6 - Amenity for occupiers and neighbours; SD7B - Light, Noise and vibration pollution; SD8 - Disturbance from plant and machinery; SD8B - Disturbance from demolition and construction; SD9A - Air quality; SD9B - Water quality; SD9C - Use of energy and resources; SD9D - The use of recycled and renewable building materials; SD12 - Development and construction waste; H1 - New housing; H2 - Affordable housing; H3 - Protecting existing housing; H7 - Lifetime homes and wheelchair housing; H8 - Mix of units; B1 - General design principles; B2 - Design and layout of development large enough to change their context; B7 - Conservation areas; N4 - Providing public open space; N5 - Biodiversity; T1B - Transport assessments; T2 - Capacity of transport provision; T3 - Pedestrians and cycling; T4 - Public transport (proposal acceptable); T7 - Off street parking, city car clubs and city bike schemes; T8 - Car free and car capped housing; T9B - Impact of off-street parking; T12 - Works affecting highways; E2 Retention of existing business uses; and Appendix 1: Noise and vibration thresholds. Furthermore, the proposed development offers significant benefits in terms of: maximising the potential of urban land in an accessible, central London location and delivering a much-needed housing of an acceptable mix, in accordance with Camden's UDP policies. The proposed design approach is acceptable and would preserve and enhance the character and appearance of the conservation area. The applicant has entered into a section 106 agreement to en

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

Yours faithfully



DATED

16th October

2009

(1) CENTRAL LONDON COMMERCIAL ESTATES LIMITED

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

SUFFOLK HOUSE

1 TO 8 (all) WHITFIELD PLACE and

114 AND 116 WHITFIELD STREET

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended) and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918

Fax: 020 7974 2962

G:\case files\culture & env\planning\lmm\s106 Agreements\Suffolk House

(AH, CC, HC, EC, OSC, TP, CMP, CWG, SRMP, SP, LL, USE)

CLS/COM/LMM/1685.294

s106 15.10.09 - FINAL

THIS AGREEMENT is made the 16th day of October 2009

B E T W E E N:

1. **CENTRAL LONDON COMMERCIAL ESTATES LIMITED** (Co. Regn. No. 656914) whose registered office is at 25 Savile Row London W1S 2ER (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

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 NGL805988.
- 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 17 July 2009 and the Council resolved to grant permission conditionally under reference number 2009/2966/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

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

- | | | |
|-----|---|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "Affordable Housing" | low cost housing provided by a Registered Social Landlord or the Council available for Social Rented Housing or Intermediate Housing to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market |
| 2.4 | "Affordable Housing Units" | the two Intermediate Housing Units and two Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing |
| 2.5 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed |
| 2.6 | "the Council's Considerate Contractor Manual" | the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden |
| 2.7 | "Construction Management Plan" | a plan setting out the measures that the Owner will adopt in undertaking the partial demolition of |

the existing building and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of part of the existing buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction (if any);
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and

businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.8 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the partial demolition of the existing building

2.9 "the Development"

proposed partial demolition, refurbishment, re-modelling and 4th floor extension to the building on site to provide 13 residential units (Class C3) in addition to associated existing office floorspace (Class B1) plus associated works being the provision of off-site residential accommodation at Suffolk House, Whitfield Place instead of at Asta House, Whitfield Street associated with the redevelopment of Howland House, Fitzroy Street as office headquarters under planning references 2005/4097/P and 2005/4099/P as shown on drawing numbers Existing: Prefix P155_2:- 01 Site & Location;

Floor Plans 20 Basement; 21 Ground; 22 First; 23 Second; 24 Third; 25 Fourth; 26 Roof; Elevations 27 North; 28 South; 29 West; Sections 30 Section 1 31 Section 2 Proposed: Prefix P155_2:- Floor Plans 02 Basement; 03 Ground; 04 First; 05 Second; 06 Third; 07 Fourth; 08 Roof; Elevations 09 Northwest; 10 Southeast; 11 Southwest; 12 Northeast; Sections 13 Section 1; 14 Section 2; Detailed extracts, elevations and sections 15 Northwest 16 Southeast; 17 Southwest; 18 Detailed section; 19 Detailed section of roof extension; Alteration Plans 32 Basement; 33 Ground; 34 First; 35 Second; 36 Third; 37 Fourth; Air Quality Assessment (Arup, June 2009); Daylight/Sunlight Assessment (Drivers Jonas, June, 2009); Design & Access Statement (DSDHA, June 2009); Environmental Noise Survey and PG24 Assessment (Hann Tucker Associates, June 2009); Historical, Architectural and Conservation Assessment (Richard Coleman, June 2009); Planning Statement (DP9, July 2009); Sustainability and Energy Statement (Arup, June 2009); Transport Statement (June 2009)

2.10 "the Education Contribution"

the sum of £18,888 (eighteen thousand eight hundred and eighty eight 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 education needs arising in the London Borough of Camden

2.11 "the Financial Contributions"

the Education Contribution the Highways Contribution and the Open Space Contribution

2.12 "Force Majeur"

means strikes lock-outs inclement weather or acts of God PROVIDED THAT the same could not reasonably have been avoided or provided against by the Owner their contractors or agents, is not due to the negligence or default of the Owner and that the Owner take or have taken such steps necessary to mitigate any delay in accordance with the principles of common law and so far as reasonably practicable

2.13 "the Highways Contribution"

the sum of £3,200 (three thousand two 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 works to the public highway and associated measures in the vicinity of the Property such works to comprise the following ("the Highways Works"):-

- (a) the repaving of the Public Highway adjoining the Property; and
- (b) any other works the Council acting reasonably requires to undertake as a direct result of the Development

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

- 2.14 "the Howland House Development" the demolition of the existing buildings and the erection of a six storey building (with basement) for office use (Class B1) under planning reference 2005/4097/P
- 2.15 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement the following shall be deemed not to be material operations: archaeological works, site or soil investigations, ground investigations site survey works, works of decontamination and the erection of hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly
- 2.16 "Intermediate Housing" Affordable Housing available on a New Build HomeBuy basis to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.37 of the London Plan
- 2.17 "Intermediate Housing Scheme" the programme where the Owner ensures the Intermediate Housing Units are occupied on a New Build HomeBuy basis with an initial equity share offer of 25 percent and a rent level of 2 percent (per annum) on the retained equity such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Homes and Communities Agency guidance
- 2.18 "Intermediate Housing Units" the two units of Intermediate Housing forming part of the Affordable Housing Units comprising

- two two-bedroom units the same as shown edged and hatched blue on Plan 2
- 2.19 "King's Cross Construction" the Council's flagship skills construction centre providing advice and information on finding work in the construction industry
- 2.20 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.21 "Local Procurement Code" the code annexed to the Third Schedule hereto
- 2.22 "New Build HomeBuy" a low-cost home ownership programme managed in accordance with Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered Social Landlord develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale (formally known as Shared Ownership)
- 2.23 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly and for the avoidance of doubt such expressions shall not include occupation of the Property for the purpose of site survey investigation or fitting out
- 2.24 "the Open Space Contribution" the sum of £21,794 (twenty one thousand seven hundred and ninety four 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 improvement maintenance and upkeep of existing public open spaces and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.25 "the Parties"

mean the Council and the Owner

2.26 "Plan 1"

the plan annexed hereto marked "Plan 1"

2.27 "Plan 2"

the plan annexed hereto marked "Plan 2"

2.28 "Plan 3"

the drawings numbered P155_2_41 and P155_2_41 annexed hereto marked "Plan 3"

2.29 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 17 July 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/2966/P subject to conclusion of this Agreement

2.30 "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

2.31 "the Planning
Permission"

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

- 2.32 "the Property" the land known as Suffolk House 1-8 Whitfield Place and 114 and 116 Whitfield Street W1T 5JU the same as shown shaded grey on Plan 1
- 2.33 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.34 "Registered Social Landlord" a registered social landlord registered as such by the Homes and Communities Agency who has entered into an agreement with the Council to secure the units of Affordable Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme
- 2.35 "Renewable Energy and Energy Efficiency Plan" a plan (including a post construction report) setting out a package of measures to be adopted by the Owner in the management of the Development with a view to minimising carbon energy emissions across the site incorporating (but not limited to) the following:-
- a) the measures identified in the Sustainability and Energy Statement for Central London Commercial Estates Ltd entitled *Suffolk House Refurbishment* by Ove Arup & Partners Ltd dated June 2009;
 - b) u-values compared to the current Building Regulations and the Energy Savings Trust best practise;
 - c) any other energy saving measures such as mechanical services;

- d) setting out how the energy services have been designed to enable their future connection to a decentralised energy network including sufficient space in the plant room and for additional pipes to the property boundary;
- e) provision of plans and sections of the solar thermal layout and an assessment of any over shadowing; and
- f) details of the solar thermal system including location and size of boiler, thermal store, percentage of the development's hot water need, insulation of thermal store and pipes, schematic of pipe work, demonstrating that the system will reduce the development's CO2 emissions by at least 9% after energy efficiency measures have been implemented

2.36 "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

2.37 "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

2.38 "the Service and Refuse 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 (including refuse servicing) and refuse storage and collection to and within the Development securing the minimisation of service vehicles (including refuse servicing) with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (d) likely nature of goods to be delivered;
- (e) the likely size of the delivery vehicles servicing the Property;
- (f) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements
- (g) details of arrangements for refuse storage; and

(h) 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

2.39 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Homes and Communities Agency and successor bodies from time to time and (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing and (c) the units are managed by a Registered Social Landlord who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.40 Social Rented Housing Units"

the two units of Social Rented Housing forming part of the Affordable Housing Units comprising two five-bedroom units the same as shown edged and shaded green on Plan 3

2.41 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation obtaining at least an Excellent in an Eco Homes of the residential element of the Development attaining at least 60% of the credits in each of the Energy and Water and 40% in the Materials category to be

carried out by a recognised independent verification body in respect of the Property

2.42 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development incorporating insofar as they relate to the residential units forming part of the Development the elements set out in the Fourth Schedule hereto with a view to promoting the use of sustainable forms of transport

2.43 "Working Group"

a working group to be convened in accordance with the requirements of Clause 4.3 of this Agreement being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development.

NOW THIS DEED WITNESSETH as follows:-

- 3.1** This Agreement is made in pursuance of Section 106 of the Act and section 278 of the Highways Act 1980, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2** Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 4.3, 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Any approval, agreement, consent, certificate or expression of satisfaction to be given under this Agreement shall not be unreasonably withheld or delayed.
- 3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.12 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING

- 4.1.1 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable

satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Social Landlord.

4.1.2 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the prevailing Homes and Communities Agency rental structure and (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.

4.1.3 Not to Occupy or allow Occupation of any part of the Development until such time as:

- (i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council or to the Council for a term of no less than 125 years;
- (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.

4.1.4 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria contained in the housing policies utilised for development control purposes in the prevailing Council's Unitary Development Plan.

4.1.5 The Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord registered with the Homes and Communities Agency or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Council.

4.2 CONSTRUCTION MANAGEMENT PLAN

- 4.2.1 On or prior to the Implementation Date to provide to the Council for approval a draft Construction Management Plan.
- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal impact on and disturbance to the surrounding environment and highway network.
- 4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the CMP are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon reasonable notice (in the circumstances) from the Council forthwith take any steps required to remedy such non-compliance.

4.3 MANAGEMENT OF THE CONSTRUCTION PHASE

- 4.3.1 From the date of execution of this Agreement (unless otherwise agreed in writing with the Council) and at its own expense to invite the following to become members of the Working Group:
 - (a) representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents and/or businesses in the immediate locality subject to a maximum of five (5) persons
 - (b) the appointed project architect for the Development plus one additional representative as may be nominated by the Owner from time to time

- (c) any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)

4.3.2 To

- (a) procure that the project manager for the Development (and any other appropriate professional representatives of the Owners that the Parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group;
- (b) appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residents and businesses in the locality and other interested parties about the operation of the Working Group such person to organise and attend all meetings of the Working Group all such meetings to take place within easy walking distance of the Property; and
- (c) ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Working Group.

4.3.3 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Working Group to all members of such Working Group.

4.3.4 To ensure that meetings of the Working Group shall take place at least once every four months during the Construction Phase ALWAYS PROVIDED that any member of the Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to convene a meeting of the Working Group and a meeting of the Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the Working Group shall be convened at such intervals as the Working Group decides.

4.3.5 To ensure that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within fourteen (14) days of each meeting).

4.3.6 In the event of the majority of members of the Working Group (having particular regard to the Construction Management Plan) making a recommendation to the Owner in respect of the management of the Construction Phase to use all reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Working Group of this fact together with written reasons as to why this is the case.

4.3.7 To provide at its own expense throughout the Construction Phase of the Development:

- (a) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity a telephone complaints service that shall be available to local residents; and
- (b) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts)

and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Community Working Group written information about any such complaints received and action taken in respect of them).

4.4 LOCAL EMPLOYMENT

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

4.4.2 In order to facilitate compliance with the requirements of sub-clause 4.4.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; and (ii) take the following specific measures to ensure:-

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

4.4.3 During the Construction Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.5 LOCAL PROCUREMENT

4.5.1 Prior to Implementation to use reasonable endeavours to agree a programme both during the Construction Phase of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.5.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of

tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

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

4.5.4 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services for the commercial units forming part of the Development.

4.6 FINANCIAL CONTRIBUTIONS

4.6.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions in full.

4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions in full.

4.7 HIGHWAYS

4.7.1 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.7.2 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.

4.7.3 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.

- 4.7.4 On completion of the Highways Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highways Works.
- 4.7.5 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.7.6 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference.
- 4.7.6 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference
- 4.7.7 In relation to the costs of the Highway Works the Council shall:
- (a) use reasonable endeavours to procure that the Highways Works are carried out in a financially economic way;
 - (b) when reasonably requested by the Owner provide to the Owner a written breakdown of all past and proposed future expenditure (where such information is available) from the Highways Contribution;
 - (c) use reasonable endeavours to notify the Owner in writing when the Council becomes aware that the cost of the Highways Works will exceed the Highways Contribution and use reasonable endeavours to consult with the Owner with a view to minimising such excess;
 - (d) notify the Owner in writing when the Council becomes aware that the cost of the Highway Works will exceed £25,000 (twenty five thousand pounds) and consult with the Owner (before incurring any costs in relation to such further excess) with a view to minimising such further excess and pay due regard to any representations made by the Owner in relation to the minimising of such further excess.

4.8 SUSTAINABILITY PLAN

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.8.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.8.4 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.

4.9 RENEWABLE ENERGY AND ENERGY EFFICIENCY PLAN

- 4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Renewable Energy and Energy Efficiency Plan.
- 4.9.2 Not to Implement nor permit Implementation until such time as the Council has approved the Renewable Energy and Energy Efficiency Plan as demonstrated by written notice to that effect.
- 4.9.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Renewable Energy and Energy Efficiency Plan as approved by the Council have been implemented in the construction of the Development.
- 4.9.4 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 Renewable Energy and Energy Efficiency 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 Renewable Energy and Energy Efficiency Plan.

4.10 SERVICE AND REFUSE MANAGEMENT PLAN

4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Service and Refuse Management Plan.

4.10.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service and Refuse Management Plan as demonstrated by written notice to that effect.

4.10.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service and Refuse 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 and Refuse Management Plan.

4.11 THE TRAVEL PLAN

4.11.1 On or prior to the Implementation Date to submit to the Council for approval the Travel Plan.

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

4.11.3 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.

4.12 CAR CAPPED

4.12.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident 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 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.

4.12.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.12.1 above will remain permanently.

4.12.3 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 residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.12.1 of this Agreement.

4.13 SIMULTANEOUS DEVELOPMENT

4.13.1 That within six years of the implementation date of the Howland House Development to ensure the Development has been fully implemented and completed and a Certificate of Completion has been issued in respect thereof, and the approved residential accommodation forming part of the Development is available for Occupation AND FOR THE AVOIDANCE OF DOUBT the Development shall be fully implemented and completed and a Certificate of Completion issued in respect thereof within two years and three months of the date of this Agreement PROVIDED THAT in the event of the completion of the Development being unavoidably delayed by any Force Majeur for which the Owner is not responsible or any necessary diversion works and protection works by statutory undertakers or other causes of delay outside the control of the Owner then the period referred to in this clause for full implementation and completion of the Development shall be extended by a period either equivalent to the period or periods of delay by the aforementioned cause or causes or by a period of one year, whichever is the lesser.

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 2009/2966/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property 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 Payment of the Financial Contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM790ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring

Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

5.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

5.8 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer,

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 2009/2966/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from it shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 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 and will consent to the removal of any entries made in respect of this Agreement in the Charges Register at the Land Registry.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units ("the Registered Proprietor") (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:
- i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units and/or the Intermediate Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units and/or the Intermediate Housing Units or any such receiver or administrative receiver shall serve written notice ("the Default Notice") upon the Council.
 - ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Housing Units and/or the Intermediate Housing Units as the case may be
 - iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units and/or the Intermediate

Housing Units within the six calendar month period specified above ("the Specified Period") on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units and/or the Intermediate Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and/or the Intermediate Housing Units and shall cease to bind the Affordable Housing Units and/or the Intermediate Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units and/or the Intermediate Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clauses 4.1 hereof as will any person deriving title therefrom.

- 6.10 Any person (or person claiming title from such person) to whom an Registered Social Landlord grants a HomeBuy lease, or any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy pursuant to the Housing Act 1985 (or any statutory successor) shall be released from the obligations of Clause 4.1 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale of such tenant or purchaser shall be applied exclusively for the provision of Affordable Housing within the London Borough of Camden.

7. RIGHTS OF THIRD PARTIES

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

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

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirement to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

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

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

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

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

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

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

B - Techniques to control dust emissions from construction and demolition

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

THE SECOND SCHEDULE

Construction Management Plan

Highway Measures

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

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

- g) A brief description of the site, surrounding area and development proposals for which the CMP applies.
- h) Start and end dates for each phase of construction.
- i) The proposed working hours within which vehicles will arrive and depart.
- j) The access arrangements for vehicles.
- k) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- l) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- m) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- n) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- o) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

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

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to

the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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

THE THIRD SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

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

Facilities Management

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

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

THE FOURTH SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

In drawing up to the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters (as far as they relate to the Development) are contained within the Plan:-

1. Public Transport and walking

- a. Review the public transport needs of residents. Suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk).
- c. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for residents and visitors.

2. Taxis and Minicabs

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

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by this Property and the proposed additional Development

4. On-Street Parking Controls

The plan should aim to reduce the transport impacts of the Property (including loading and unloading) and reduce the impact of the Property on surrounding on-street parking.

5. Occupant Parking and Travel

A review of occupant's travel should have the principal aim of reducing non-essential single occupant driver trips to the Property.

6. Cycling

The following cycle measures must be provided:

- a. secure and well-lit cycle parking; and

Consideration shall also be given to providing:

- b. a Bicycle Users Group (BUG) to progress cyclists issues on the Property;
- c. work with the Council to improve cycle routes to/from the Property.

PART II: Review and Monitoring of the Travel Plan

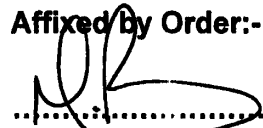
The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan are carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets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

1. Review the Property's Transport Accessibility

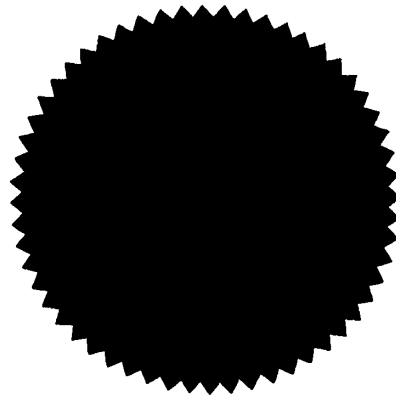
The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
SUFFOLK HOUSE
1 TO 8 (all) WHITFIELD PLACE and
114 AND 116 WHITFIELD STREET**

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



.....
Authorised Signatory





PLAN 1

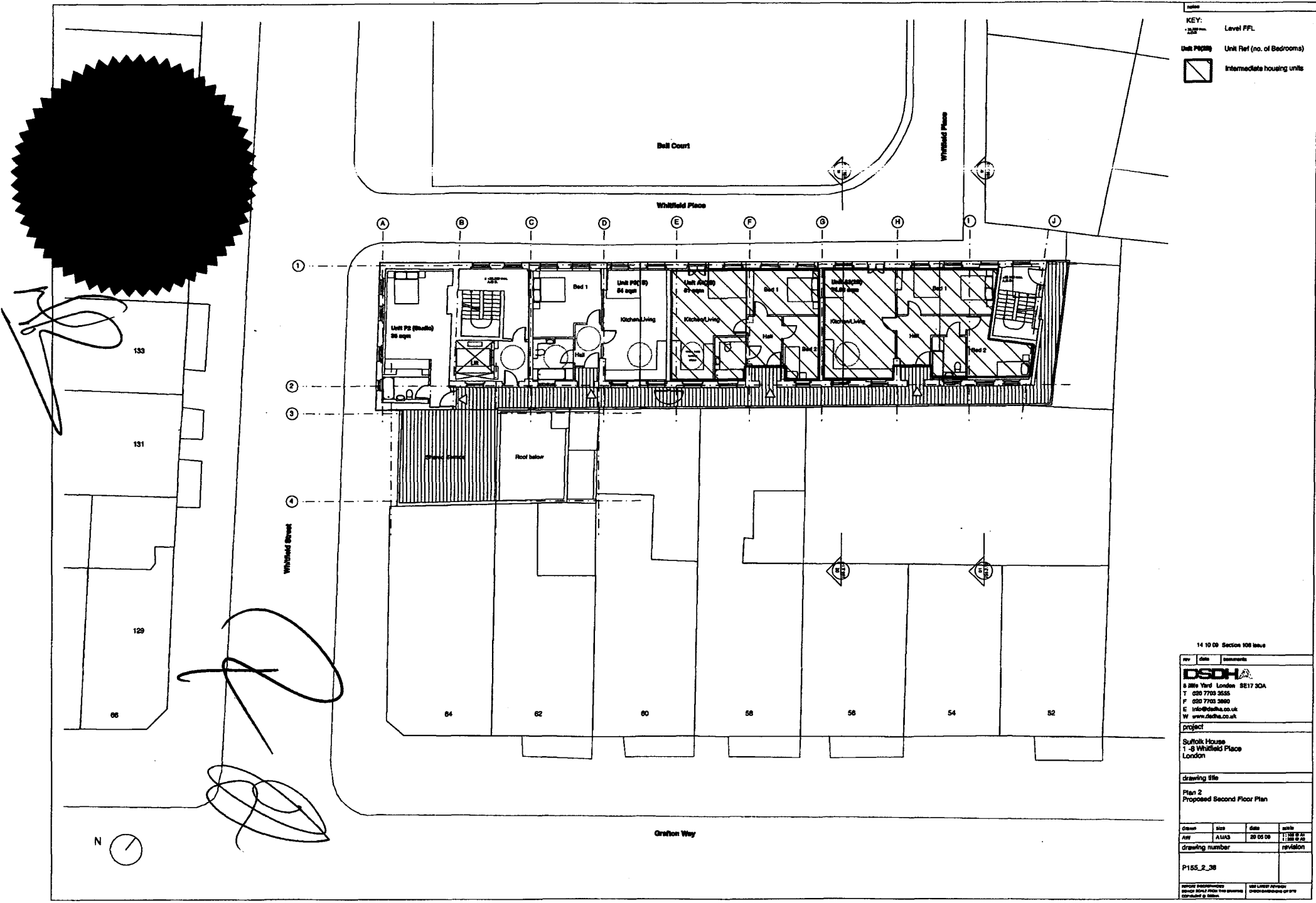
Application No: 2009/2966/P
 Suffolk House, 1-8 Whitfield Place
 114-116 Whitfield Street
 London W1T 5JU

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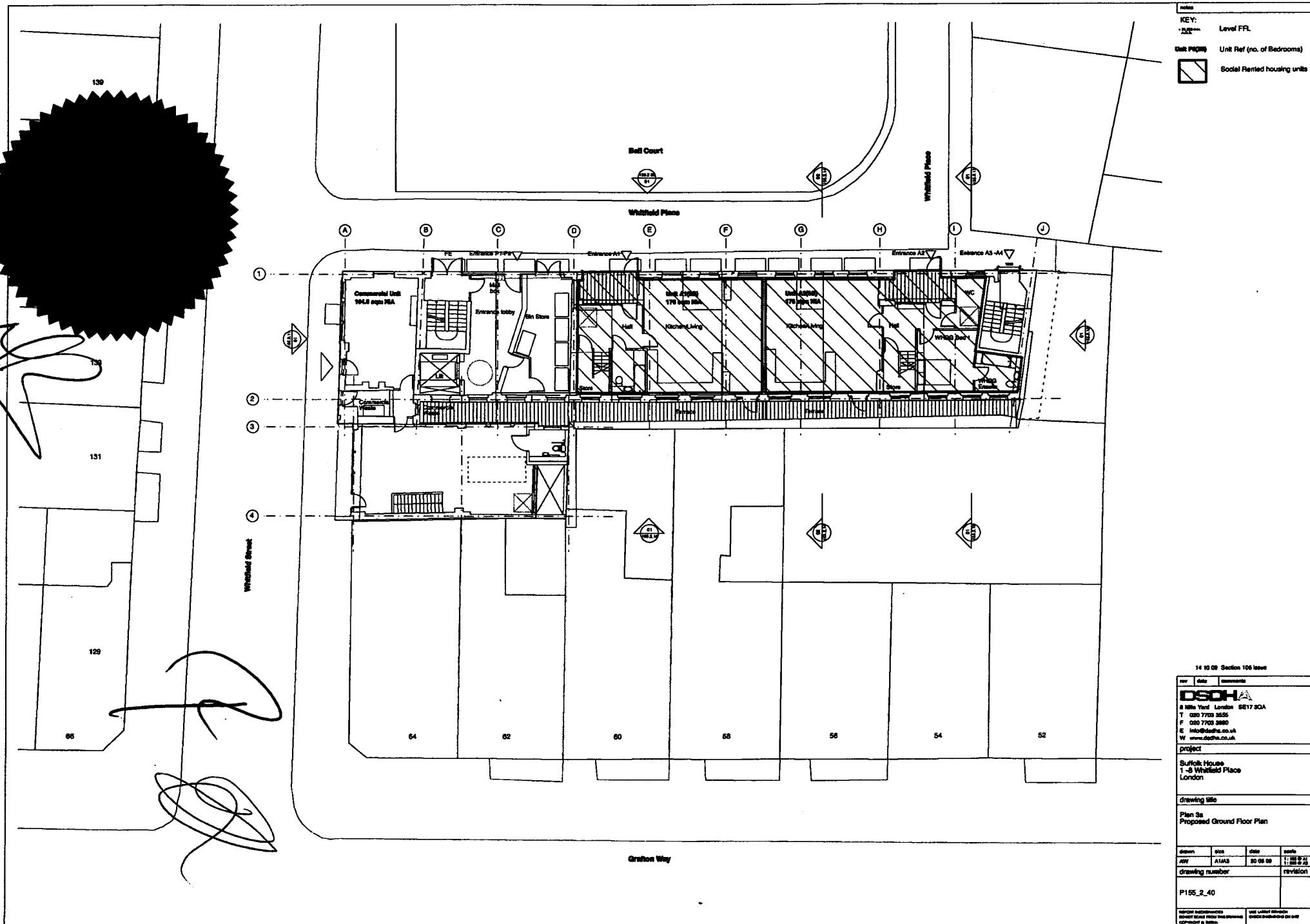
Survey on behalf of
 production infringes



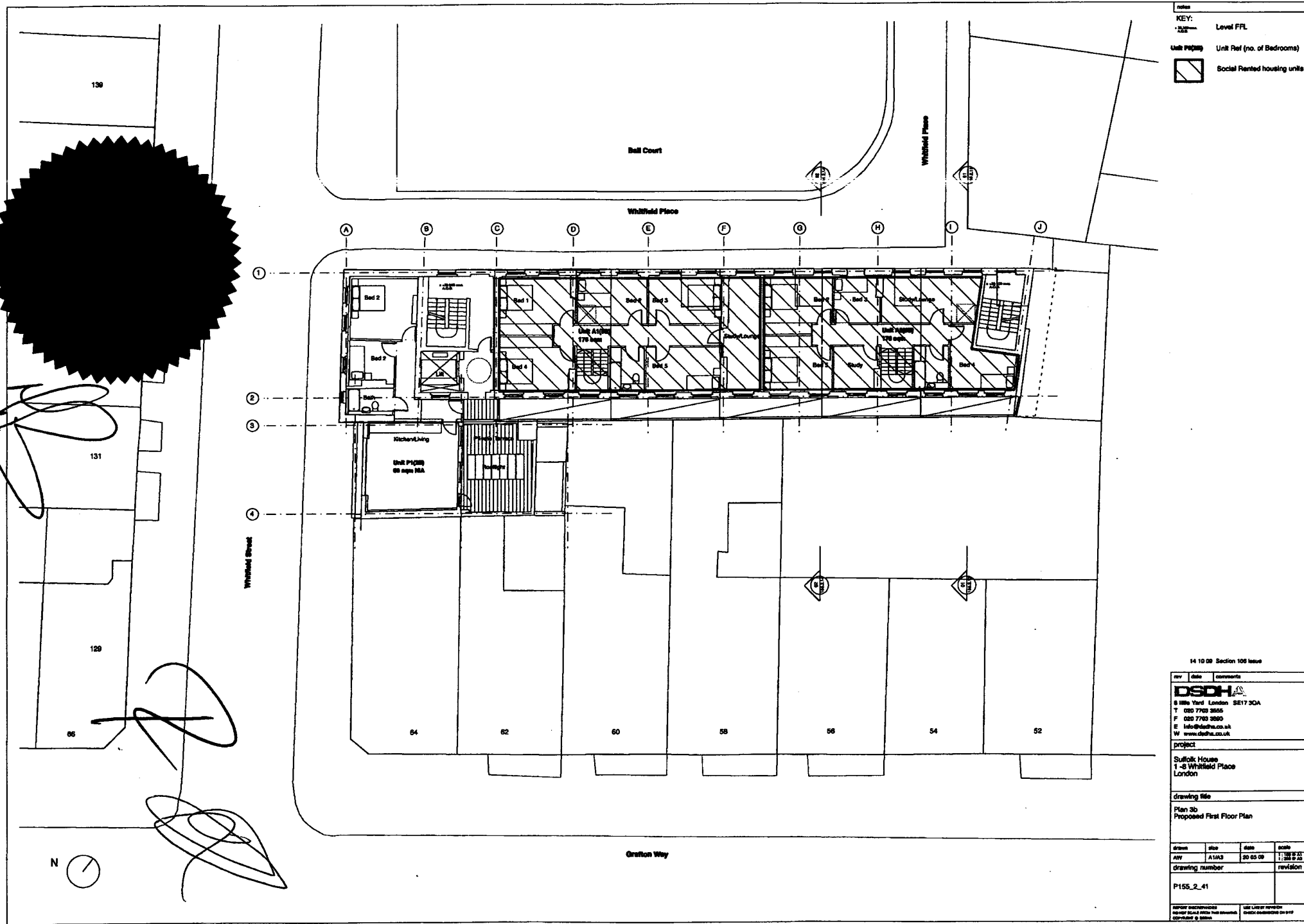
PLAN 2

KEY:
 Level PFL
 Unit Ref (no. of Bedrooms)
 Intermediate housing units

rev	date	comments
1	14 10 09	Section 108 issue
DSOH 5 Mile Yard London SE17 3DA T: 020 7703 3555 F: 020 7703 3880 E: info@dsdh.co.uk W: www.dsdh.co.uk		
Project Suffolk House 1-9 Whitfield Place London		
Drawing title Plan 2 Proposed Second Floor Plan		
Drawn	Size	Date
AW	A1A3	20 05 09
Drawing number		revision
P155_2_38		
NOT FOR CONSTRUCTION FOR INFORMATION ONLY NOT TO BE USED FOR CONSTRUCTION		NOT FOR CONSTRUCTION FOR INFORMATION ONLY NOT TO BE USED FOR CONSTRUCTION



PLAN 3



notes
 KEY:
 Level FFL
 Unit Ref (no. of Bedrooms)
 Social Rented housing units

rev	date	comments
1	14 10 09	Section 106 issue
DSDH 5 Mile Yard London SE17 3DA T 020 7763 3555 F 020 7763 3560 E info@dsh.co.uk W www.dsh.co.uk		
project Suffolk House 1-4 Whitefield Place London		
drawing title Plan 30 Proposed First Floor Plan		
drawn	alt	date
AW	A1A3	20 05 09
drawing number		revision
P155_2_41		
REVISIONS REVISION 1: 14 10 09 REVISION 2: 14 10 09		REVISION 1: 14 10 09 REVISION 2: 14 10 09

PLAN 3

DP9
100 Pall Mall
LONDON
SW1Y 5NQ

Application Ref: **2009/2966/P**

16 October 2009

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Suffolk House
1-8 Whitfield Place &
114-116 Whitfield Street
London
W1T

DECISION
Proposal:

Proposed partial demolition, refurbishment, re-modelling and 4th floor extension to building on site to provide 13 residential units (Class C3) in addition to associated existing office floorspace (Class B1) plus associated works.

[The provision of off-site residential accommodation at Suffolk House, Whitfield Place instead of at Asta House, Whitfield Street associated with the redevelopment of Howland House, Fitzroy Street as office headquarters].

Drawing Nos: PLANS

Existing:

Prefix P155_2:-

Other Plans

01 Site & Location;

Floor Plans

20 Basement;

21 Ground;

22 First;

23 Second;

24 Third;

25 Fourth;

26 Roof;
Elevations
27 North;
28 South;
29 West;
Sections
30 Section 1
31 Section 2

Proposed:
Prefix P155_2:-

Floor Plans
02 Basement;
03 Ground;
04 First;
05 Second;
06 Third;
07 Fourth;
08 Roof;
Elevations

09 Northwest;
10 Southeast;
11 Southwest;
12 Northeast;

Sections

13 Section 1;
14 Section 2;

Detailed extracts, elevations and sections

15 Northwest
16 Southeast;
17 Southwest;
18 Detailed section;

19 Detailed section of roof extension;

Alteration Plans

32 Basement;
33 Ground;
34 First;
35 Second;
36 Third;
37 Fourth;

DRAFT

DECISION

SUPPORTING DOCUMENTS

Air Quality Assessment (Arup, June 2009)

Daylight/Sunlight Assessment (Drivers Jonas, June, 2009)

Design & Access Statement (DSDHA, June 2009)

Environmental Noise Survey and PG24 Assessment (Hann Tucker Associates, June 2009)

Historical, Architectural and Conservation Assessment (Richard Coleman, June 2009)

Planning Statement (DP9, June 2009)

Sustainability and Energy Statement (Arup, June 2009)

Transport Statement (June 2009)

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 shall be completed not later than the end of three years from the date of the permission.

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

- 2 Before commencement of the development, detailed drawings at an appropriate scale [including sections, all elevations and plans where appropriate] and/or samples of materials, as appropriate, shall be submitted to and approved in writing by the local planning authority; and the approved details/materials shall thereafter be implemented and retained. Such details shall include: All external facing materials with respect to the ground floor, first floor and roof including window openings [including surrounds and lintels], glazing, balconies, terraces, landscaping, doors, facing materials (including walls), fences, gates and materials for green/brown roof elements. A sample materials board of these details shall be displayed and maintained on site throughout the construction period.

REASON: In order 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 of the Camden Replacement Unitary Development Plan 2006.

- 3 Before commencement of the development, details of proposed slab levels of the development, in relation to the existing and proposed levels of the site and the surrounding land, shall be submitted to and approved in writing by the local planning authority and the approved details shall thereafter be implemented and maintained.

REASON: In order to ensure that the height of the development is no greater than indicated on the approved drawings, so as to protect the availability of light enjoyed by nearby residential premises, in accordance with the requirements of policy SD6 of the Camden Replacement Unitary Development Plan 2006.

- 4 Before commencement of the development, full details of hard landscaping; tree and plant species; locations and full details of the design, materials and type of

boundary treatment to be erected; means of enclosure of all un-built open areas (including lighting) shall be submitted to and approved in writing by the local planning authority; and the approved works shall thereafter be implemented and maintained.

REASON: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 All landscaping and boundary treatment works shall be carried out to a reasonable standard in accordance with the approved landscape/boundary treatment details by not later than the end of the planting season following completion of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority 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 B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 Before commencement of the development, details of plant to be installed [including sound attenuation and acoustic isolation from the structures] shall be submitted to and approved in writing by the local planning authority; and the approved details [including specified maximum noise levels] shall be thereafter implemented and maintained.

REASON: To ensure that the appearance of the development is compatible with the appearance of the building and the area and to ensure that residential amenities are protected, in accordance with the requirements of policy SD7 of the Camden Replacement Unitary Development Plan 2006.

- 7 No plant, ventilation, air conditioning, extraction or other such equipment shall be provided other than where specified on the plans without the prior written consent of the local planning authority.

REASON: To safeguard the visual amenity of the proposed and the area generally, in accordance with the requirements of policies S1, S2 and B1 of the Camden Replacement Unitary Development Plan 2006.

- 8 At 1 metre outside the windows of any neighbouring habitable room the level of noise from all plant and machinery shall be at all times at least 5 decibels below the existing background noise levels, expressed in dB(A) at such locations. Where the noise from the plant and machinery is tonal in character the differences in these levels shall be at least 10 dB(A).

REASON: To safeguard the amenities of occupiers of the proposed use, adjoining premises and the area generally in accordance with the requirements of policy SD6

of the Camden Replacement Unitary Development Plan 2006.

- 9 Before commencement of the development, a supplementary acoustic report to demonstrate satisfactory internal noise levels, shall be submitted to and approved in writing by the local planning authority and the approved details shall be thereafter implemented and maintained.

REASON: To safeguard the amenities of occupiers of the proposed use, adjoining premises and the area generally in accordance with the requirements of policy SD6 of the Camden Replacement Unitary Development Plan 2006.

- 10 No development shall take place until

a) The applicant shall submit a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for the approval by the local planning authority.

b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the local planning authority.

c) The applicant shall notify the local planning authority when remediation works commence. All approved remediation measures shall be implemented strictly in accordance with the approved details.

REASON: To protect future occupiers of the development from the possible presence of ground contamination in accordance with the requirements of policy SD10B of the Camden Replacement Unitary Development Plan 2006.

- 11 That appropriate measures, including methods of storage and waste removal (including recycled materials) shall be detailed in a waste management plan that shall be submitted to and approved by the local planning authority prior to the completion of the development and shall thereafter be maintained.

REASON: To safeguard the amenities of occupiers of the proposed adjoining premises and the area generally, in accordance with the requirements of policies SD6 of the Camden Replacement Unitary Development Plan 2006

- 12 Before commencement of the development, details of sustainable drainage measures to demonstrate that the surface water drainage arrangements are such that the proposed volumes and peak flow rates of surface water leaving the site are no greater than the existing flow rate [in line with Annex F of PPS25] shall be submitted to and approved in writing by the local planning authority; and the approved details shall be thereafter implemented and maintained.

REASON: To attenuate water run-off, prevent pollution of the water environment, minimise risk of flooding and improve the water quality, in accordance with the requirements of policy SD9B of the Camden Replacement Unitary Development Plan 2006.

- 13 Before commencement of the development, details of the construction of a surface water drainage system to make proper provision for ground, water courses or a suitable sewer [and that for surface water storm flows attenuated or regulated into the receiving public network through on or off site storage] shall be submitted to and approved in writing by the local planning authority; and the approved details shall be thereafter implemented and maintained.

REASON: To attenuate water run-off, prevent pollution of the water environment and to ensure that surface water discharge from the site shall not be detrimental to the existing sewerage system, in accordance with policies SD1 and SD9B of the Camden Replacement Unitary Development Plan 2006.

- 14 Before the development commences, the applicant shall submit a strategy and plans describing and illustrating the efficient use of water, wastewater, recycling and re-use and run-off limitation systems in the development that shall be submitted to and approved by the local planning authority. The strategy and plans shall be submitted for discharge rate to the sewer of no more than 50l/s. To be approved by the local planning authority, the strategy and plans must show:

a) How all the rain water and grey water from the site will soak away or be collected, including the the location and capacity of storage tanks, which shall be capable of retaining rain water resulting from at least a 1 in 50 rain event

b) Where and how the collected water is to be re-used within the development, including any necessary filtration and treatment measures for the following purposes, with reference in the plans to:

- i. Flushing
- ii. Watering landscaping at ground and other floor levels throughout the development
- iii. Watering green roofs

c) Any changes to this provision that are agreed by the local planning authority.

REASON: In order to secure the appropriate water efficiency and sustainable drainage measures, in accordance with the requirements of policy SD9B of the London Borough of Camden Replacement Unitary Development Plan 2006 and the London Plan 2008 (consolidated with alterations since 2004)

- 15 Prior to occupation of the development, the applicant must construct and implement the measures in the approved Water Strategy referred to in condition 14 and maintain them thereafter.

REASON: In order to secure the appropriate water efficiency and sustainable drainage measures, in accordance with the requirements of policy SD9B of the London Borough of Camden Replacement Unitary Development Plan 2006 and the London Plan 2008 (consolidated with alterations since 2004)

- 16 No part of the development hereby approved shall be occupied until a Biodiversity Action Plan setting out measures for biodiversity and wildlife habitat improvements including the provision of bird and bat boxes, has been submitted to and approved in writing by the local planning authority. The measures contained in the Biodiversity Action Plan shall at all times remain implemented.

REASON: In order to conserve and enhance biodiversity and wildlife habitats in accordance with the provisions of policy N5 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 17 Before the commencement of the development, details of the proposed green/brown roofs, including: species; planting density; substrate; a section drawing at scale 1:20 demonstrating the adequate depth availability for a viable green/brown roof; and a maintenance plan, shall be submitted to and approved in writing by the local planning authority. The approved details shall at all times remain implemented.

REASON: In order to conserve and enhance biodiversity and wildlife habitats in accordance with the provisions of policy N5 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 18 Before the commencement of the development, a Renewable Building Materials Plan, demonstrating that (up to 30% of) the development is constructed of recycled and renewable materials, and the method of re-use/storage of demolition materials, shall be submitted to and approved in writing by the local planning authority and the approved details shall be implemented in strict accordance with the Renewable Building Materials Plan.

REASON: In order to secure the appropriate energy resource efficiency measures in accordance with the requirements of policy S10D of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 19 Prior to commencement on site, additional Lifetime Homes information shall be submitted to and approved by the local planning authority. This information must show that all the 16 relevant points have been met, or where this is not feasible, the provision of a full and detailed justification.

REASON: In order to define the permission and at all times In order to secure housing with a suitable level of access for all, in accordance with the requirements of policy H7 of the Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 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 6941).

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@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.
- 3 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006. The development is in accordance with the following policies: SD1A - Quality of life and regeneration; SD1C - Access to services; SD1D - Community safety; SD2 - Planning obligations; SD3 - Access to the environment; SD4 - Density of development; SD5 - Location of development; SD6 - Amenity for occupiers and neighbours; SD7B - Light, Noise and vibration pollution; SD8 - Disturbance from plant and machinery; SD8B - Disturbance from demolition and construction; SD9A - Air quality; SD9B - Water quality; SD9C - Use of energy and resources; SD9D - The use of recycled and renewable building materials; SD12 - Development and construction waste; H1 - New housing; H2 - Affordable housing; H3 - Protecting existing housing; H7 - Lifetime homes and wheelchair housing; H8 - Mix of units; B1 - General design principles; B2 - Design and layout of development large enough to change their context; B7 - Conservation areas; N4 - Preserving public open space; N5 - Improving the environment; T1B - Transport assessments; T2 - Improving transport provision; T3 - Encouraging walking and cycling; T4 - Public transport (proposals for new services); T7 - Encouraging car clubs and city bike schemes; T8 - Car free and car capped housing; T9B - Impact of off-street parking; T12 - Works affecting highways; E2 Retention of existing business uses; and Appendix 1: Noise and vibration thresholds. Furthermore, the proposed development offers significant benefits in terms of: maximising the potential of urban land in an accessible, central London location and delivering a much-needed housing of an acceptable mix, in accordance with Camden's UDP policies. The proposed design approach is acceptable and would preserve and enhance the character and appearance of the conservation area. The applicant has entered into a section 106 agreement to en

Yours faithfully

Culture and Environment Directorate

DATED

16 October

2009

(1) CENTRAL LONDON COMMERCIAL ESTATES LIMITED

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
SUFFOLK HOUSE
1 TO 8 (all) WHITFIELD PLACE and
114 AND 116 WHITFIELD STREET
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

G:\case files\culture & env\planning\lmm\s106 Agreements\Suffolk House
(AH, CC, HC, EC, OSC, TP, CMP, CWG, SRMP, SP, LL, USE)
CLS/COM/LMM/1685.294
s106 15.10.09 - FINAL