

DATED

7TH JULY

2009

(1) BEDELL ^RCORPORATE ^{or}TRUSTEES LIMITED
and ATRIUM TRUSTEES LIMITED

and
(2) ANGLO IRISH BANK ^{CORPORATION} ~~PLC~~ LIMITED

and
(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as

**LAND BOUNDED by 50-57 HIGH HOLBORN, (including Brownlow House,
High Holborn House & Caroline House) 18-25 HAND COURT, 45-51 BEDFORD ROW &
BROWNLOW STREET, LONDON, WC1V 6RL**

**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 6007
Fax: 020 7974 2962

THIS AGREEMENT is made the

day of

2009

BETWEEN:

1. **BEDELL CORPORATE TRUSTEES LIMITED** (registered in Jersey with No. 71860) and **ATRIUM TRUSTEES LIMITED** (registered in Jersey with No. 71861) whose registered offices are both at 26 New Street, St. Helier, Jersey JE2 3RA, Channel Islands as trustees of The Holborn Property Unit Trust and both having an address for service in England c/o Leach & Co, 30 St. George Street, London W1S 2FH (ref. AKJ/S136-42-2) (hereinafter together called "the Owner") of the first part
2. **ANGLO IRISH BANK CORPORATION** ~~PLC~~ of 10 Old Jewry, London EC2R 8DN (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

NOW THIS DEED witnesseth as follows:-

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under the Title Numbers set out in the Second Schedule subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 25 February 2009 and the Council resolved to grant permission conditionally under reference number 2009/0675/P subject to conclusion of this legal Agreement.

- 1.4 Listed Building Consent in relation to the development of the Property was granted by the Council on 25th November 2008 under reference number 2008/4964/L.
- 1.5 An Application for Conservation Area Consent in relation to the Property was submitted to the Council and validated on 25 February 2009 and the Council resolved to grant consent conditionally under reference number 2009/0677/C.
- 1.6 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.
- 1.7 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 The Mortgagee as mortgagee under a legal charge registered under the Title Numbers and dated 14 October 2008 is willing to enter into this Agreement to give its consent to the same.
- 1.10 The Mayor requires the Crossrail Contribution towards the cost of the Crossrail Project if the Development proceeds and the parties have entered into this Deed to give effect to this requirement

2. DEFINITIONS

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

- 2.1 "Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "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 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 10 Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
- 2.5 "B1 Element" the office space to be built at the Property totalling 22,659 msq gross external and shown on Plans 2, 3, 4, 5, 6 and 7
- 2.6 "Camden's Legible London Initiative" an initiative which involves working with neighbouring boroughs and TfL to install pedestrian signage and way-finding information signs so as to enable people to choose more sustainable modes of transport
- 2.7 Camden's Legible London

Initiative Contribution	the amount of £20,000 (twenty thousand pounds) to be to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to Camden's Legible London Initiative
2.8 "Certificate of Practical Completion"	the certificate issued by the relevant supervising officer under the Construction Contract (or if the Construction Contract is a series of contracts then the last such certificate) certifying that the Development has been practically completed in accordance with the terms of the Construction Contract
2.9 "Conservation Area Application"	an application for conservation area consent submitted to the Council in respect of the development of the Property given reference number 2009/0677/C
2.10 "Construction Contract"	means the contract or series of contracts made by the Owner for the carrying out of the Development
2.11 "Construction Phase"	the whole period between <ul style="list-style-type: none"> (i) The Implementation Date and (ii) the date of issue of the Certificate of Practical Completion.

**2.12 "Construction
Management Plan"**

a plan setting out how the Owner will undertake 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 has minimal impact on the surrounding environment including (but not limited to):

- (i) effects on the health and amenity of local residents site construction workers and local businesses adjoining developments undergoing construction;
- (ii) effects on other Conservation Area features;
- (iii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residents and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements;

- (iv) proposed routes of vehicles to and from the Development and the access arrangements for vehicles;
- (v) sizes of all vehicles and the schedule of when they will need to access the site;
- (vi) swept path drawing for the vehicle routes for all vehicle sizes;
- (vii) parking and loading arrangement of vehicles and delivery of materials and plant to the Development;
- (viii) details of proposed parking bays suspensions and temporary traffic management orders;
- (ix) the proposed working hours;
- (x) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (xi) 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

2.13 "Council's Considerate Contractor Manual"

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

2.14 "Crossrail Contribution"

the sum of one hundred and seventeen thousand six hundred and seventy-seven pounds (£117,677) to be used towards the funding of the Crossrail Project

2.15 "Crossrail Project"

the delivery by Transport for London of the proposed railway transport system from Maidenhead and Heathrow airport through central London (via new tunnels between Paddington and Liverpool Street stations) to Shenfield and Abbey Wood as shown on the deposited plans referred to in the Crossrail Act 2008

2.16 "Crossrail SPG"

the document entitled *"Draft Supplementary Planning Guidance: Use of Planning Obligations in the Funding of Crossrail"* published by the Mayor in December 2008 in conjunction with the Proposed London Plan Alterations for initial consultation

2.17 "Development"

with the London Assembly and functional bodies of the Greater London Authority or a subsequent version of that document published by the Mayor

means the comprehensive redevelopment of the Property as collectively described in:-

(i) the Planning Application

Mixed use redevelopment of the site involving the demolition of Caroline House, 18-22 Hand Court and parts of High Holborn House, retention of façade and rebuild of part of High Holborn House facing High Holborn and the façade of 23 Hand Court and rear of High Holborn House (49-51 Bedford Row), Brownlow House and 45-48 Bedford Row. The erection of a new eight storey (plus two level basement and roof plant floor) building to accommodate A1 (Retail) floorspace and flexible A3/A4 (Restaurant/Drinking Establishment) at ground floor level together with new B1 (Office) space. Conversion of 46-48 Bedford Row to create 3x single family dwellings, change of use and extension of existing B1 (office) space to form 15x residential units within 45 Bedford Row and 49-51 Bedford Row; conversion and extension of Brownlow House to provide 10x residential units (affordable housing); Redevelopment of 23 Hand

Court to provide 22 student units in place of 6x existing residential units; new servicing access from Brownlow Street, and various public realm works to Brownlow Street, Bedford Row and Hand Court as shown on drawing numbers: 3183-00-101 Rev 02; 3183-20-101 Rev 02; 3183-20-102 Rev 02; 3183-20-103 Rev 02; 3183-20-104 Rev 02; 3183-20-105 Rev 02; 3183-20-106 Rev 02; 3183-20-107 Rev 02; 3183-20-108 Rev 02; 3183-20-109 Rev 03; 3183-20-110 Rev 02; 3183-20-201 Rev 10; 3183-20-202 Rev 11; 3183-20-203 Rev 11; 3183-20-204 Rev 10; 3183-20-205 Rev 10; 3183-20-206 Rev 10; 3183-20-211 Rev 06; 3183-20-212 Rev 05; 3183-20-221 Rev 10; 3183-20-222 Rev 10; 3183-20-301 Rev 04; 3183-20-302 Rev 03; 3183-20-311 Rev 04; 3183-20-312 Rev 03; 3183-20-321 Rev 04; 3183-20-322 Rev 04; 3183-20-331 Rev 05; 3183-20-332 Rev 04; 3183-20-341 Rev 02; 3183-20-351 Rev 02; 3183-20-352 Rev 04; 3183-20-353 Rev 04; 3183-20-354 Rev 04; 3183-20-355 Rev 04; 3183-20-356 Rev 04; 3183-20-357 Rev 04; 3183-20-358 Rev 04; 3183-20-359 Rev 04; 3183-20-360 Rev 04; 3183-20-362 Rev 04; 3183-20-363 Rev 04; 3183-20-371 Rev 05; 3183-20-372 Rev 05; 3183-20-373 Rev 06; 3183-20-374 Rev 06; 3183-20-375 Rev 05; 3183-20-376 Rev 02; 3183-20-377 Rev 03; 3183-20-378 Rev 04; 3183-20-379 Rev 04; 3183-20-380 Rev 04;

3183-20-381 Rev 04; 3183-20-382 Rev 03; 3183-20-383 Rev 07; 3183-20-390 Rev 02; 3183-20-391 Rev 03; 3183-20-392 Rev 02; 3183-20-393 Rev 03; 3183-20-394 Rev 02; 3183-21-401 Rev 05; 3183-21-402 Rev 03; 3183-21-403 Rev 05; 3183-21-404 Rev 05; 3183-21-405 Rev 05; 3183-21-406 Rev 03; 3183-21-407 Rev 02; 3183-21-410; 3183-90-201 Rev 03; 3183-90-301 Rev 03; 3183-90-302 Rev 03; and Sheppard Robson "Planning Design Report" (11th February 2009); Indigo "Planning Statement" (February 2009); Donald Insall Associates "Historic Buildings Architect's Report for Blackfriars Property Group" (February 2009); Affordable Housing Toolkit (May 2008); and Application Form (9th February 2009); and

(ii) the Conservation Area Application

Demolition of 19-22 Hand Court and parts of High Holborn House and demolition behind retained facade of 23 Hand Court as shown on drawing numbers:- 3183-00-101 Rev 02; 3183-20-101 Rev 02; 3183-20-102 Rev 02; 3183-20-103 Rev 02; 3183-20-104 Rev 02; 3183-20-105 Rev 02; 3183-20-106 Rev 02; 3183-20-107 Rev 02; 3183-20-108 Rev 02; 3183-20-109 Rev 03; 3183-20-110 Rev 02; and Sheppard Robson "Planning Design Report" (11th February 2009); Indigo "Conservation

such works to comprise the following
("the Highways Works):-

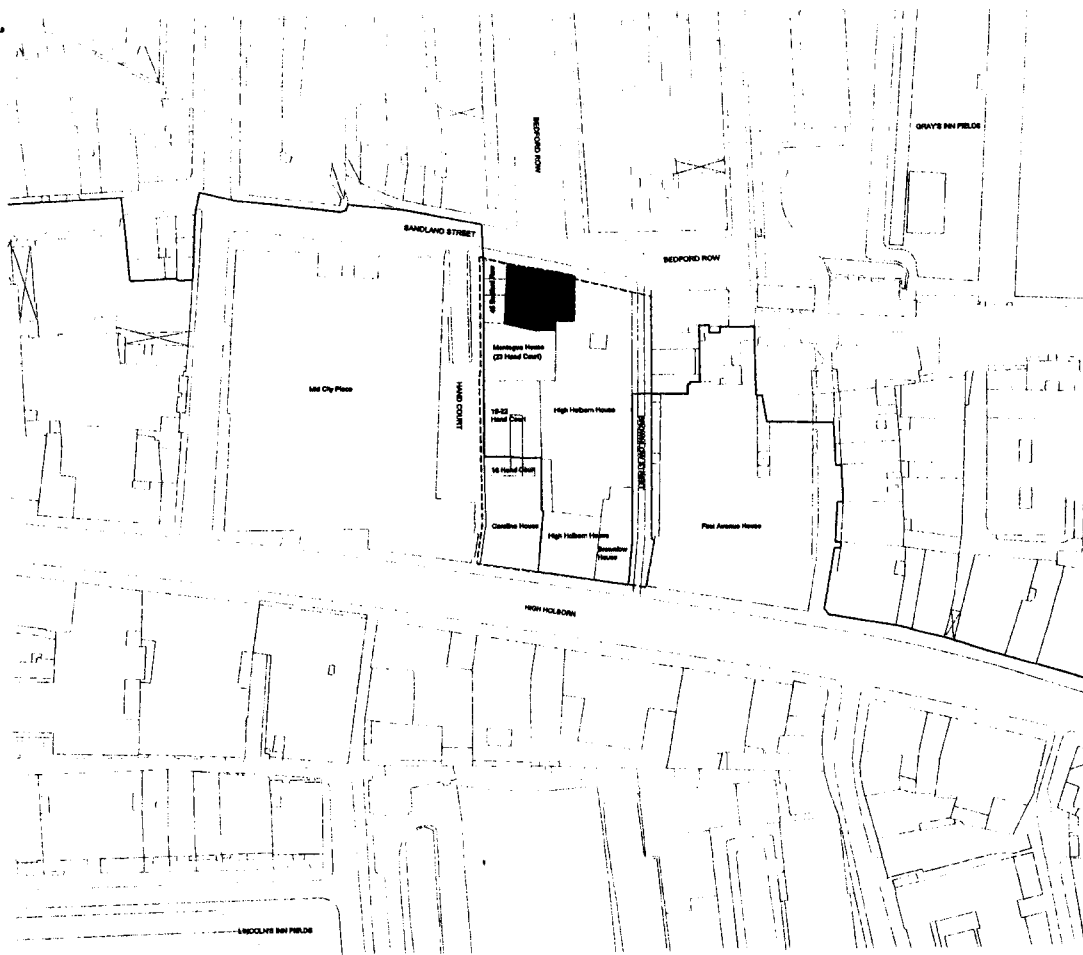
- (a) footway reinstatement around the perimeter of the site
- (b) kerbline and footway width alterations on Brownlow Street
- (c) pedestrianisation of the southern half of Brownlow Street

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

2.21 "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 and site survey works, works of decontamination and the erection of hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly

- 2.22 "King's Cross Construction" the construction training centre as operated by the Council from time to time at the date hereof known as follows:
King's Cross Construction Training Centre and based at:-
180 York Way London N1 0AZ
- 2.23 "Lincoln's Inn Fields Project" a project to make improvements to the public highway around Lincoln's Inn Fields, in order to improve pedestrian crossing points and the pedestrian environment in general
- 2.24 "Lincoln's Inn Fields Project Contribution" the amount of £20,000 (twenty thousand pounds) to be paid by the Owner in accordance with the terms of this Agreement and in the event of receipt to be applied by the Council to the Lincoln's Inn Field Project
- 2.25 "Listed Building Consent" "listed building consent granted by the Council in respect of the development of the Property on 25th November 2008 under reference number 2008/4964/L
- 2.26 "Local Labour" residents of the London Borough of Camden
- 2.27 "Mayor" means the Major of London for the time being having the powers conferred upon that person by the Greater London Authority Act 1999



PLAN 1

☐ EXISTING SITE PLAN
☐ EXISTING SITE PLAN
☐ EXISTING SITE PLAN
☐ EXISTING SITE PLAN

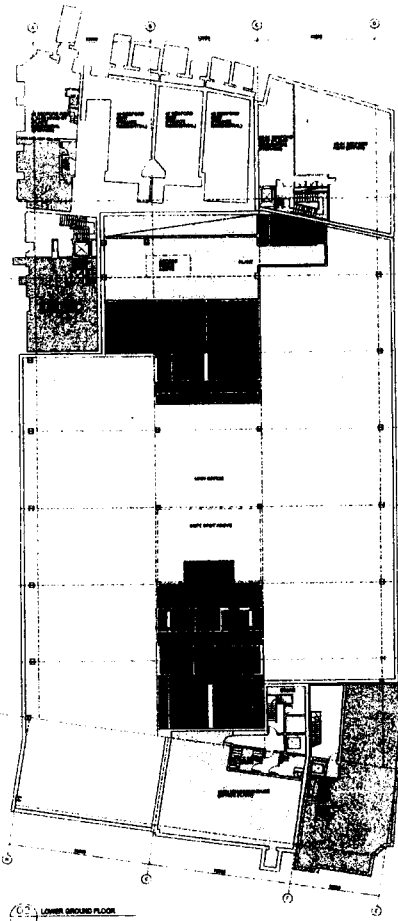
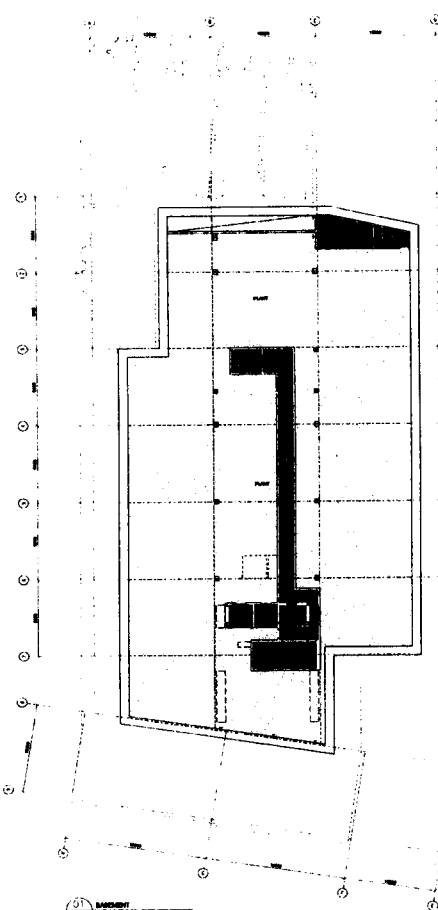
60-67 High Holborn
 LONDON WC2

SHIPPARD & ASSOCIATES
 ARCHITECTS

EXISTING SITE PLAN

SCALE 1:100
 DATE 05.01.2002
 DRAWN BY [Signature]
 CHECKED BY [Signature]

3183-02-101



PLAN 2

☐ OFFICE AREA
☐ OFFICE CORE AREA
☐ OFFICE LOBBY AREA
☐ OFFICE SERVICE PLANT AREA
☐ RETAIL AREA
☐ RESIDENTIAL AREA
☐ GREEN LANDSCAPED AREA
☐ RETAINED PAVEMENT

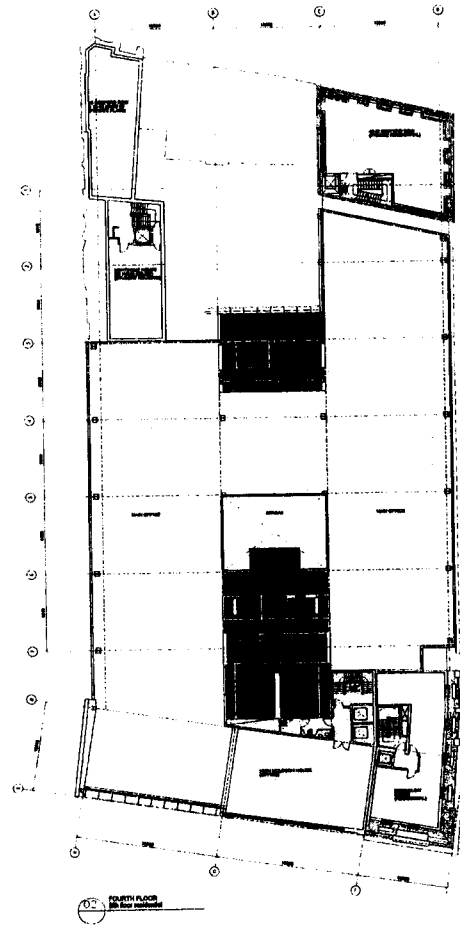
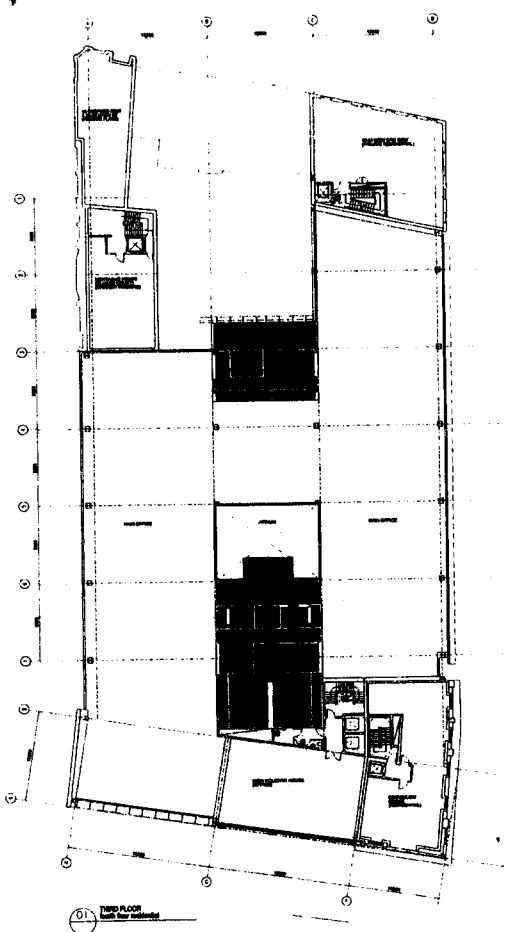
60-67 High Holborn
 LONDON WC2

SHIPPARD & ASSOCIATES
 ARCHITECTS

GA PLAN
 LOWER GROUND FLOOR
 AND BASEMENT LEVELS

SCALE 1:100
 DATE 05.01.2002
 DRAWN BY [Signature]
 CHECKED BY [Signature]

3183-20-201



PLAN 5

3047 High Hubborn
LOWELL, MA 01860

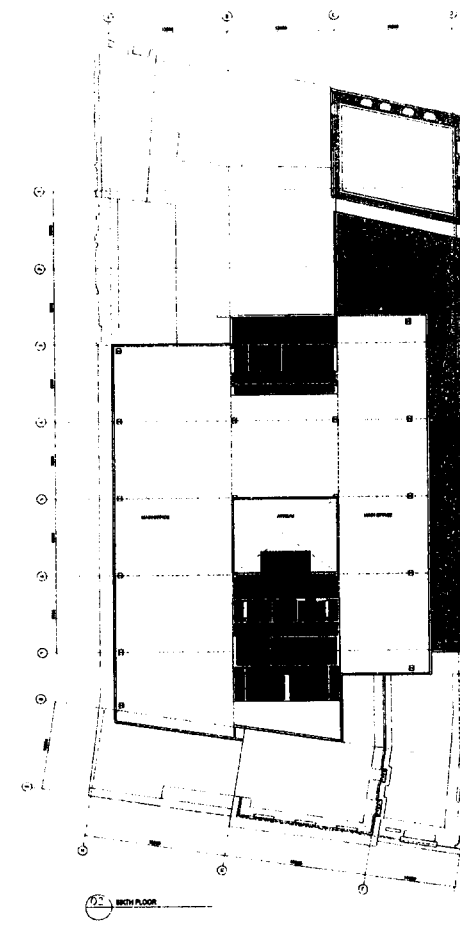
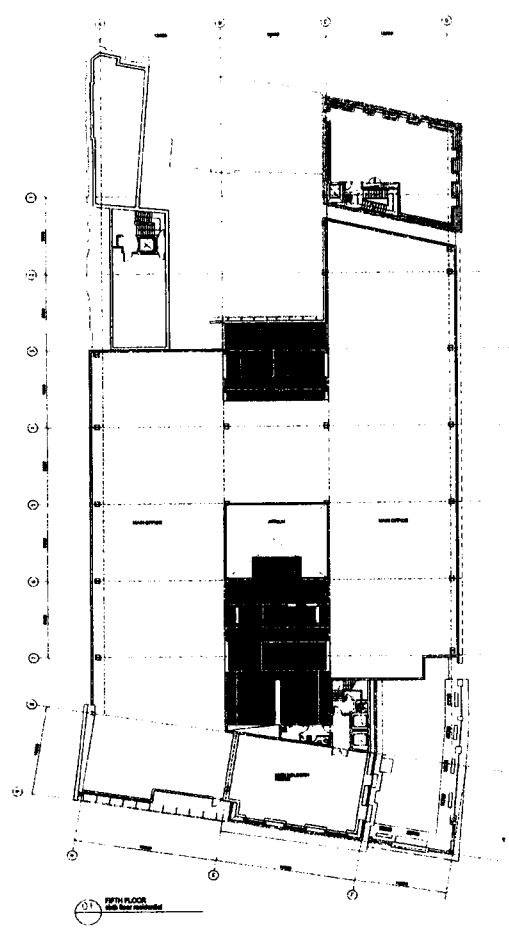
**GA PLANS
LEVELS 03 & 04**

DATE: 08.21.2007
SCALE: 1/8" = 1'-0"

PLANNING

3183 - 20 - 304

10



PLAN 6

3047 High Hubborn
LOWELL, MA 01860

**GA PLANS
LEVELS 05 & 06**

DATE: 08.21.2007
SCALE: 1/8" = 1'-0"

PLANNING

3183 - 20 - 306

10

PLAN 7



LEGEND

- OFFICE AREA
- OFFICE CORE AREA
- OFFICE LOBBY/ATRIUM AREA
- OFFICE SERVICES PLANT AREA
- RETAIL AREA
- RESIDENTIAL AREA
- GREEN LANDSCAPED AREA
- RETAINED FACADE

PROJECT INFORMATION

50-57 High Holborn
LONDON WC2

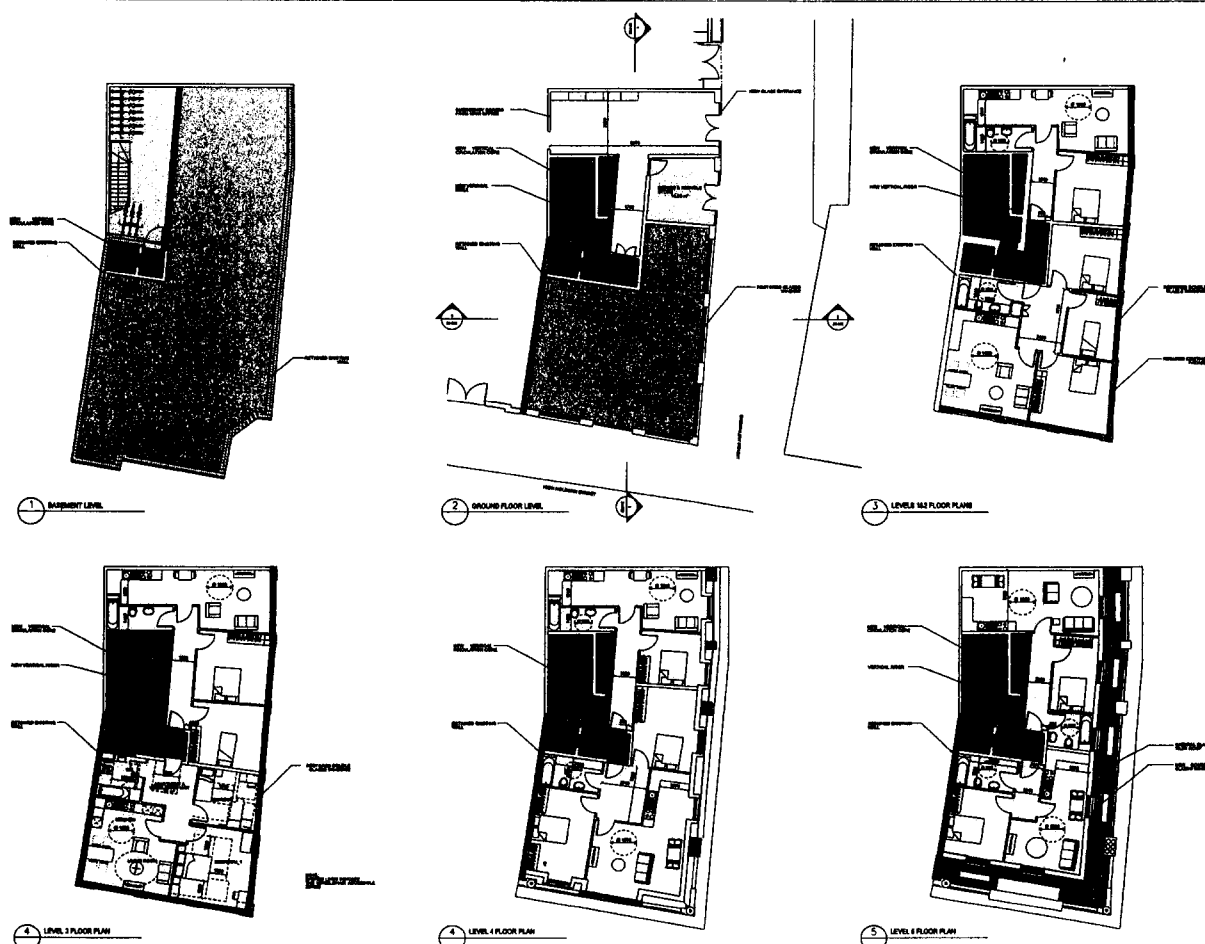
ARCHITECT
SHEPPARDSON

DATE
11.05.00

SCALE
1:200

PLANNING
3183 - 20 - 208

PLAN 8



LEGEND

- OFFICE AREA
- OFFICE CORE AREA
- OFFICE LOBBY/ATRIUM AREA
- OFFICE SERVICES PLANT AREA
- RETAIL AREA
- RESIDENTIAL AREA
- GREEN LANDSCAPED AREA
- RETAINED FACADE

PROJECT INFORMATION

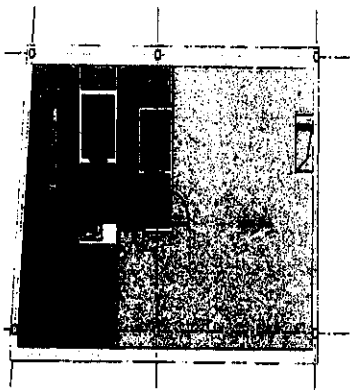
50-57 High Holborn
LONDON WC2

ARCHITECT
SHEPPARDSON

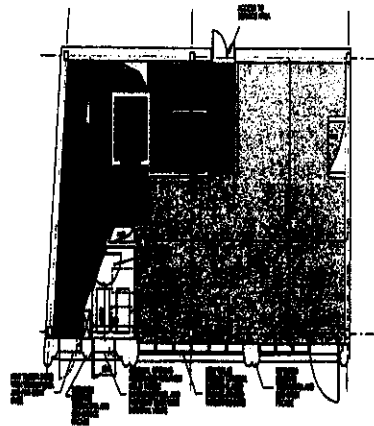
DATE
11.05.00

SCALE
1:200

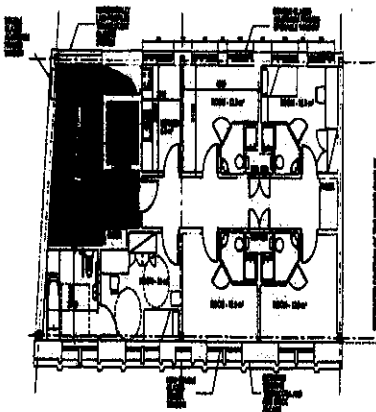
PLANNING
3183 - 20 - 501



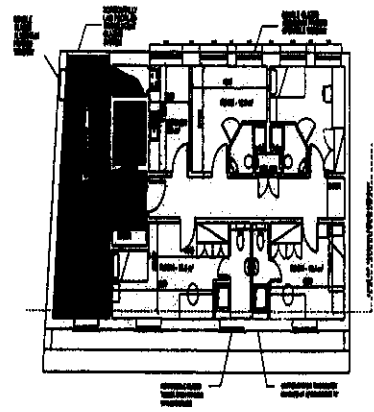
1 LEVEL 1



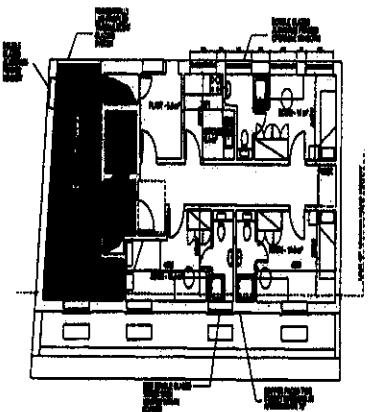
2 GROUND FLOOR LEVEL



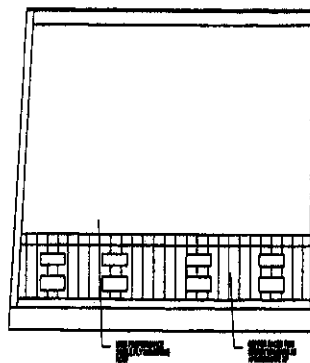
3 LEVEL N-1



4 LEVEL N



5 LEVEL N-2



6 ROOF LEVEL

NOTES

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE STATED.

2. ALL WALLS ARE 200MM THICK UNLESS OTHERWISE STATED.

3. ALL FLOORS ARE 100MM CONCRETE SLAB ON BEAMS UNLESS OTHERWISE STATED.

4. ALL ROOFS ARE 100MM CONCRETE SLAB ON BEAMS UNLESS OTHERWISE STATED.

5. ALL CEILING ARE 100MM CONCRETE SLAB ON BEAMS UNLESS OTHERWISE STATED.

6. ALL DOORS ARE 2000MM X 2100MM UNLESS OTHERWISE STATED.

7. ALL WINDOWS ARE 1200MM X 1500MM UNLESS OTHERWISE STATED.

8. ALL STAIRS ARE 1000MM WIDE UNLESS OTHERWISE STATED.

9. ALL LIFTS ARE 1000MM WIDE UNLESS OTHERWISE STATED.

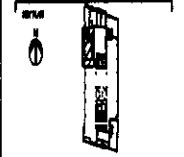
10. ALL CORES ARE 1000MM WIDE UNLESS OTHERWISE STATED.

- RESIDENT AREA
- RESIDENTIAL AREA
- RESIDENTIAL CORE AREA
- RESIDENTIAL LOBBY AREA

W. Ford

Arch

W. Ford



50-57 High Holborn
LONDON WC2



100% FINISHED - 100% FINISHED - 100% FINISHED

ENLARGED PLANS
21 HAND COURT

1:100 SCALE

PLANNING

3103-20-311

W. Ford

Arch

version of that document published by the Mayor

2.33 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly save in clause 4.13 where "Occupation" relates only to the B1 Element

2.34 "Parties"

mean the Council the Owner and the Mortgagee

2.35 " Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 25 February 2009 and given reference number 2009/0675/P

2.36 "Planning Obligations Monitoring Officer"

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

2.37 " Planning Permission"

- (i) a planning permission granted for the Development pursuant to the Planning Application substantially in the draft form annexed hereto; and

- (ii) conservation area consent granted for the Development pursuant to the Conservation Area Application substantially in the draft form annexed hereto

2.38 "Property"

the site bounded by 50-57 High Holborn (including Brownlow House, High Holborn House & Caroline House), 18-25 Hand Court, 45-51 Bedford Row and Brownlow Street, London, WC1V 6RL the same as shown by broken red line on Plan 1

2.39 "Public Open Space Contribution"

the amount of £16,416 (Sixteen thousand four hundred and sixteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards provision of maintenance upkeep and preservation of public open spaces in the vicinity of the Property

2.40 "Registered Social Landlord"

a registered social landlord registered as such by the Housing Corporation who has entered into an agreement with the Owner and 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

Indigo Planning
Swan Court
Worple Road
LONDON
SW19 4JS

Application Ref: 2009/0675/P

3 June 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:

**Land Bounded by 50-57 High Holborn
(including Brownlow House High Holborn House & Caroline House) 18-25 Hand
Court
45-51 Bedford Row Brownlow Street
London WC1V 6RL**

Proposal:

DECISION
Mixed use redevelopment of the site involving the demolition of Caroline House, 18-22 Hand Court and parts of High Holborn House, retention of façade and rebuild of part of High Holborn House facing High Holborn and the façade of 23 Hand Court and rear of High Holborn House (49-51 Bedford Row), Brownlow House and 45-48 Bedford Row. The erection of a new eight storey (plus two level basement and roof plant floor) building to accommodate A1 (Retail) floorspace and flexible A3/A4 (Restaurant/Drinking Establishment) at ground floor level together with new B1 (Office) space. Conversion of 46-48 Bedford Row to create 3x single family dwellings, change of use and extension of existing B1 (office) space to form 15x residential units within, 45 Bedford Row and 49-51 Bedford Row; conversion and extension of Brownlow House to provide 10x residential units (affordable housing); Redevelopment of 23 Hand Court to provide 22 student units in place of 6x existing residential units; new servicing access from Brownlow Street, and various public realm works to Brownlow Street, Bedford Row and Hand Court.

Drawing Nos: 00_101 rev02, 20_101 rev02, 20_102 rev02, 20_103 rev02, 20_104 rev02, 20_105 rev02, 20_106 rev02, 20_107 rev02, 20_108 rev02, 20_109 rev03, 20_110 rev02, 20_201 rev10, 20_202 rev11, 20_203 rev11, 20_204 rev10, 20_205 rev10, 20_206 rev10, 20_211 rev06, 20_212 rev05, 20_221 rev10, 20_222 rev10, 20_301 rev04, 20_302 rev03, 20_311 rev04, 20_312 rev03, 20_321 rev04, 20_322 rev04, 20_331 rev05, 20_332 rev04.

20_341 rev02, 20_351 rev02, 20_352 rev04, 20_353 rev04, 20_354 rev04, 20_355 rev04, 20_356 rev04, 20_357 rev04, 20_358 rev04, 20_359 rev04, 20_360 rev04, 20_362 rev04, 20_363 rev04, 20_371 rev05, 20_372 rev05, 20_373 rev06, 20_374 rev06, 20_375 rev05, 20_376 rev02, 20_377 rev03, 20_378 rev04, 20_379 rev04, 20_380 rev04, 20_381 rev04, 20_382 rev03, 20_383 rev07, 20_390 rev02, 20_391 rev03, 20_392 rev02, 20_393 rev03, 20_394 rev02, 21_401 rev05, 21_402 rev03, 21_403 rev05, 21_404 rev05, 21_405 rev05, 21_406 rev03, 21_407 rev02, 21_410 rev-, 90_201 rev03, 90_301 rev03 and 90_302 rev03.

Additional supporting information: Sheppard Robson 'Planning Design Report', dated 11/02/09; Indigo 'Planning Statement' dated Feb 2009, Donald Insall Associates 'Historic Buildings Architect's Report for Blackfriars Property Group' dated Feb 2009, Affordable Housing Toolkit dated May 2009 and Application Form dated 09/02/09

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below AND subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact Aidan Brookes in the Legal Department on 020 7 974 1947.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

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

Reason: In order to comply with the provisions of Section 106 of the Town and Country Planning Act 1990 (as amended)

- 2 Prior to the commencement of any development hereby permitted, the following details shall be submitted to and approved in writing by the Local Planning Authority:
(a) all external facing materials for the new build and extended buildings;
(b) scale 1:100 drawings of all elevations and larger scale sections where requested; and
(c) scale 1:20 section and elevation drawings of all new ground floor frontages. Thereafter, the relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 A sample panel of the external facing materials shall be provided on site, in accordance with the details agreed in writing pursuant to Condition 2 above, and shall itself be approved in writing by the Council before the relevant parts of the works are commenced. Thereafter, the development shall be carried out in accordance with the approval given and the sample panel shall be retained on site

until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 4 Prior to the first occupation of the relevant part of the Class B1 Office redevelopment hereby permitted, details of the proposed privacy screen to the rear of the new student accommodation shall be submitted to and approved in writing by the Local Planning Authority. Such details shall include a desktop assessment of the impact on the internal light levels in the proposed student residential rooms hereby permitted and the screen shall be designed to minimise its effect. Thereafter the screen shall be fully installed in accordance with the approved details and shall be permanently retained and maintained thereafter.

Reason: In order to prevent any undue overlooking of neighbouring premises in accordance with the requirements of policy B1 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 5 No development shall take place until full details of hard and soft landscaping and means of enclosure associated with the development hereby permitted have been submitted to and approved by the Council. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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

- 6 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details and must be completed by the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. Any 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 Council gives written consent to any variation.

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

- 7 The units annotated as 'retail' facing High Holborn on the drawings hereby permitted shall not be used other than for purposes within Class A1 of the Town and Country Planning (Use Classes) Order 1987 or any equivalent Class in any order evoking or re-enacting that Order.

Reason: To ensure that the use of the High Holborn frontage maintains a retail character in accordance with the requirements of Policy R7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 The use of the Class A3 and Class A4 premises facing Hand Court hereby permitted shall not be carried out outside the following times 0700 hours to 0000 hours daily.

Reason: To safeguard the amenities of the proposed residential accommodation in accordance with the requirements of Policies SD6 and R3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 9 Prior to the commencement of any development associated with the residential use of Brownlow House, a scheme for sound attenuation of all flats, incorporating suitable ventilation measures, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, none of the flats within the building shall be first occupied until the sound attenuation measures have been implemented in their entirety.

Reason: To safeguard the amenities of the residential occupiers having regard to the existing levels of noise exposure in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 10 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment are in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of residential occupiers of the development and adjoining occupiers in accordance with the requirements of policies SD6, SD7, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 11 Before the development commences, details of the proposed cycle storage area and cycle storage system for the new office building hereby permitted to accommodate 1 cycle space per 250msq of internal floorspace with additional space for visitors shall be submitted to and approved in writing by the Local Planning Authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T3 and Appendix 6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 12 No development shall take place until the applicant has implemented a programme of archaeological investigation which has been submitted by the applicant and approved by the Council. The development shall only take place in accordance with the detailed scheme approved pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Council.

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy B8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 13 No works on the development shall take place until an initial design stage for BREEAM, Ecohomes, and Code for Sustainable Homes assessments undertaken by an accredited assessor and including an accompanying interim certificate has been submitted to and approved in writing by the Local Planning Authority. Such details shall achieve a rating of 'Good' or Code Level 3 for the Residential component of the scheme in accordance with the Ecohomes (2006)/Code for Sustainable Homes (April 2007) assessment and 'Very Good' for commercial elements of the scheme in accordance with the BREEAM assessment. In each case the submission shall seek to achieve the following target credits:

- A) Ecohomes/Code for Sustainable Homes - target credits of 50% in each of the Energy and Water categories and 50% in the Materials and Waste category; and
B) BREEAM - target credits of 60% in each of the Energy and Water categories and 40% in the Materials and Waste category;

In the event that the above credits cannot be achieved, then full justification shall be included as part of the submission. Thereafter, the use of the premises shall not commence until a final Post-Construction BREEAM Review Certificate and Code/Ecohomes certificate of compliance and accompanying statement have been submitted to the local planning authority demonstrating that the agreed target credits have been met.

Reason: To ensure sustainable and resource efficient development in accordance with the requirements of policy D5 of the London Borough of Camden Replacement Unitary Development Plan 2006 (Consolidated with Alterations Since 2004) and Camden Planning Guidance 2006.

- 14 Prior to first occupation of the development a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained and maintained, unless prior written permission is given by the local planning authority.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of policy N5 of the London Borough of Camden Replacement Unitary Development Plan 2006, The London Plan (Consolidated with Alterations Since 2004) and Camden Planning Guidance 2006.

- 15 Prior to the first occupation of the building a plan showing details of the green roof and green wall including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof and wall, and a programme for an initial scheme of maintenance shall be submitted to and approved in writing by the local planning

authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

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

- 16 Before the development comprising the erection of the new-build components of the scheme commences, the following details of the proposed combined heat and power system shall be submitted to and approved by the Local Planning Authority:
- (a) the type, height and location of chimney;
 - (b) the make, size and location of biomass boiler/ CHP and any additional abatement technology proposed to reduce air emissions; and
 - (c) information on the fuel, the supply chain and the arrangements to secure fuel.
- The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units and/or office space, and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of Policy SD9 of the London Borough of Camden Replacement Unitary Development Plan 2006, The London Plan (Consolidated with Alterations Since 2004) and Camden Planning Guidance

- 17 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 approval by the Council; and 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 Council. All approved remediation measures shall be implemented strictly in accordance with the approved details. c) All approved remediation measures shall be implemented strictly in accordance with the approved details and a verification report shall be submitted and approved by the Council.

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

- 18 Prior to the first occupation of the new build office hereby permitted or other period that shall have been first agreed in writing by the Local Planning Authority, the entirety of the residential accommodation included within the site shall be fully constructed and/or laid out and made available for occupation in accordance with the drawings hereby permitted or as varied in accordance with any condition herein.

Reason: To ensure the development is implemented with the approved residential accommodation in accordance with the requirements of Policies SD3 and H2 of the London Borough of Camden Unitary Development Plan 2006.

Informative(s):

1

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

Indigo Planning
Swan Court
Worple Road
LONDON
SW19 4JS

Application Ref: **2009/0677/C**
Please ask for: **Alex Bushell**
Telephone: 020 7974 2661

Dear Sir/Madam

DRAFT
DECISION

Planning (Listed Building and Conservation Areas) Act 1990
Planning (Listed Buildings and Conservation Areas) Regulations 1990

Conservation Area Consent Granted

Address:

Land Bounded by 50-57 High Holborn
(including Brownlow House, High Holborn House & Marlborough House) 18-25 Hand
Court
45-51 Bedford Row & Brownlow Street
London WC1V 6RL

DECISION

Proposal:

Demolition of 19-22 Hand Court and parts of High Holborn House and demolition behind retained facade of 23 Hand Court.

Drawing Nos: 00_101 rev02, 20_101 rev02, 20_102 rev02, 20_103 rev02, 20_104 rev02, 20_105 rev02, 20_106 rev02, 20_107 rev02, 20_108 rev02, 20_109 rev03, 20_110 rev02,
Additional supporting information: Sheppard Robson 'Planning Design Report', dated 11/02/09; Indigo 'Conservation Area Statement' dated Feb 2009, Donald Insall Associates 'Historic Buildings Architect's Report for Blackfriars Property Group' dated Feb 2009 and application forms dated 09/02/09

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

Conditions and Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years

from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 Prior to the commencement of any works of demolition hereby granted consent, details of a programme of building recording and analysis by a person or body first agreed to by the Local Planning Authority shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the approved programme of building recording and analysis shall be fully implemented prior to any works of demolition taking place.

Reason: To mitigate the substantial loss of buildings that are defined as making a positive contribution to the character and appearance of the Conservation Area in accordance with Policy B7 of the London Borough of Camden Unitary Development Plan 2006.

- 4 Prior to the commencement of any works of demolition hereby granted consent, a report detailing means of securing the stability of the retained parts of the buildings shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the demolition works shall be carried out in strict accordance with the approved details.

Reason: To ensure precise control over the structural stability of those parts of the buildings to be retained in accordance with Policy B7 of the London Borough of Camden Unitary Development Plan 2006.

Informative(s):

1

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

Yours faithfully

Culture and Environment Directorate
(Duly authorised by the Council to sign this document)

2.41 "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

2.42 "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

2.43 "Service Management Plan"

a plan for the management of the deliveries and servicing of the Development securing the minimisation of service vehicle and car conflicts and damage to amenity arising from such servicing and deliveries and including reference to (but not limited to) the following:

- the location and layout of servicing bays (drawings to be submitted if location/layout varies from those shown on the approved drawings forming part of the Planning Permission);
- restrictions on servicing times requiring service between 08:30 and 19:00
- the likely frequency and duration of servicing movements;

- the sizes of the servicing vehicles proposed to enter the Development;
- swept paths provided to ascertain manoeuvring within the site;
- the nature of the goods to be delivered;
- the route to and from on-street servicing bays to the building/service access;
- a statement setting out how pedestrian and highway safety will be maintained during servicing movements;
- a statement outlining how on-site servicing bays will be organised and managed;
- where on-site servicing is intended a detailed statement providing reasons why it is necessary and how it will impact on safety and the operation of the public highway
- details of arrangements for refuse storage and servicing, and

any other relevant information.

2.44 "Social Rented Housing"

Affordable Housing units available for rent for a term not less than 125 years commencing on the date of Certificate of Practical Completion such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Housing Corporation 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 Social Rented Housing Units

2.45 "Social Rented Housing Units"

the 10 units of Social Rented Housing forming the Affordable Housing Units comprising the 10 flats in Brownlow House as shown shaded green on Plans 3, 4, 5 and 8

2.46 "Students"

any student enrolled on full-time or part-time higher education course within any London Borough

2.47 "Student Accommodation"

non-self-contained accommodation forming part of the Development to be used exclusively for purposes within

Class C3 of the Use Classes Order by Students and as shown shaded green on Plans 2, 3, 4, 5, 6 and 9

2.48 "Student Management Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation incorporating the elements set out in the "Code of Practice for the Management of Student Housing" as amended from time to time

2.49 "Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based for the B1 Element on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good or Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and for the new build residential element of the Development at least Level 3 of the Code for Sustainable Homes (April 2007) and a target of attaining at least 50% of the credits in each of the Energy Water and Materials categories and for the refurbished residential element of the Development a target of achieving not less than a Good rating under the EcoHomes 2006

assessment in each case to be carried out by a recognised independent verification body in respect of the Property

2.50 “Transport for London”

means Transport for London or such other person nominated by the Mayor for receipt of the Crossrail Contribution

2.51 “Travel Plan”

a plan setting out a package of measures to be adopted by the Owner in the management of the B1 Element of the Property incorporating the elements set out in the First Schedule hereto with a view to inter alia reducing trips in motor vehicles to and from the B1 Element of the Property and promoting the use of environmentally friendly transport

3. BACKGROUND AND INTERPRETATION

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.6 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 and 10 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.
- 3.8 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

4.1 **Affordable Housing**

- 4.1.1 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units 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 for a term not less than 125 years commencing on the date of the Certificate of Practical Completion for no purpose other than for the provision of Social Rented Housing for

occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure and

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;
- (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 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 as appropriate 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 Housing Corporation or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation or the Council

4.2 Car Free Housing

4.2.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential units 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.

4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledge that the provision in Clause 4.2.1 will remain permanently

4.2.3 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 4.1 of this Agreement.

4.3 Construction Management Plan

4.3.1 On or prior to Implementation to submit to the Council for approval the Construction Management Plan.

4.3.2 Not to Implement or permit Implementation until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect

4.3.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Construction Management Plan and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council take any steps required by the Council to remedy such non-compliance as soon as reasonably practicable

4.4 Financial Contributions

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

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

4.5 Highway Contribution

4.5.1 On or prior to the Implementation Date to pay to the Council the Highway Contribution.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Highway Contribution.

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

4.5.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within twenty one days of the issuing of the said certificate pay to the Council the amount of the excess.

4.5.5 If the Certified Sum is less than the Highway Contribution then the Council shall upon written request from the Owner pay to the Owner the amount of the difference between the Highway Contribution and the Certified Sum.

4.5.6 Subject to the receipt of the Highways Contribution the Council shall consult with the Owner on the proposals for and the detailed design of the Highway Works.

4.5.7 The Council hereby covenants with the Owner to use all reasonable endeavours to carry out the Highway Works in a good and workmanlike manner.

4.5.8 The Council shall use all reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that aims to have the Highway Works completed at the same time as the Development and the Council shall use its reasonable endeavours to achieve that aim.

4.5.9 In the event of the Highways Contribution not being utilised in whole or in part for the purpose for which it was paid within five years from the Occupation Date then the Council will refund the whole of the Highways Contribution or such part as has not been utilised (as the case may be) to the Owner within 28 days of a written request by the Owner to the Council to that effect.

4.6 Local Employment

4.6.1 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 Local Labour.

4.6.2 In order to facilitate compliance with the requirements of sub-clause (4.6.1) above the Owner shall use all reasonable endeavours to (i) work in partnership with King's Cross Construction and (ii) take the following specific measures:

- (a) that all contractors and sub-contractors ensure that information about all vacancies arising as a result of the construction of the Development are notified to King's Cross Construction.
- (b) that King's Cross Construction is notified of all vacancies arising from the Construction Contract whether for employees or self-employed contractors and sub-contractors.
- (c) that King's Cross Construction is supplied with a full labour programme for the Construction Phase (with six-monthly updates) demonstrating (i) what skills and employment are needed through the Construction Phase, and (ii) measures to ensure that these needs are met as far as possible through the provision of Local Labour .
- (d) The Owner shall provide the Council with a detailed six-monthly labour return for monitoring and self-employment profile of all workers employed during the Construction Phase

- (e) that the Owner ensures that all end-use tenants are notified of and encouraged to use the services of the Council's local recruitment agency at the date hereof known as "Camden Working" with such contact details as the Council shall from time to time provide.

4.7 Local Procurement

4.7.1 The Owner hereby covenants with the Council as follows:-

- (a) Prior to Implementation to agree a programme both during the Construction Phase and subsequent to Occupation to provide opportunities for local businesses to bid/tender for the provision of goods and services to the Development in accordance with the Council's local procurement code ("the Local Procurement Code") annexed at the Third Schedule 3 hereto.
- (b) Prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team ("the Local Procurement Team" whose contact details are to be notified by the Council to the Owner from time to time) at least one month in advance of tendering the Construction Contract to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- (c) To use reasonable endeavours 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 as soon as practicable take any steps required reasonably and properly by the Council to remedy such non-compliance.
- (d) To use reasonable endeavours to request end occupiers of the Development to provide opportunities for local businesses to bid/tender for the provision of facilities management services

and other post Construction Phase supply of goods and services.

4.8 Service Management Plan

- 4.8.1 On or prior to the Occupation Date to submit to the Council for approval the Service Management Plan
- 4.8.2 Not to Occupy or allow Occupation of such parts of the Development to which the Service Management Plan relates until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect
- 4.8.3 Following the Occupation Date the Owner shall not Occupy and shall use reasonable endeavours not to permit Occupation of any part of the Development or such parts of the Development to which the Service Management Plan relates at any time when the Development is not being operated in accordance with the Service Management Plan as approved by the Council from time to time and if such parts of the Development to which the Service Management Plan relates are not being operated in strict accordance with the Service Management Plan as approved by the Council from time to time the Owner shall upon written notice from the Council giving reasons why the Council considers that the Service Management Plan has not been complied with as soon as practicable use all reasonable endeavours to implement or procure implementation by any occupier of any steps reasonably required by the Council to remedy such non-compliance.

4.9 Sustainability Plan

- 4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan
- 4.9.2 Not to Implement or allow Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect

- 4.9.3 Not to Occupy and to use reasonable endeavours not to permit Occupation of such parts of the Development to which the Sustainability Plan relates 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
- 4.9.4 Following the Occupation Date the Owner shall not Occupy and shall use reasonable endeavours not to permit Occupation of such parts of the Development to which the Sustainability Plan relates at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and is such parts of the Development to which the Sustainability Plan relates are not being operated in strict accordance with the Sustainability Plan as approved by the Council from time to time the Owner shall upon written notice from the Council giving reasons why the Council considers that the Sustainability Plan has not been complied with as soon as practicable use all reasonable endeavours to implement or procure implementation by any occupier of any steps reasonably required by the Council to remedy such non-compliance.

4.10 Travel Plan

- 4.10.1 On or prior to the Occupation Date to submit to the Council for approval the Travel Plan
- 4.10.2 Not to Occupy and shall use reasonable endeavours not to permit Occupation of any part of the Development to which the Travel Plan relates until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect
- 4.10.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy and shall use reasonable endeavours not to permit Occupation of the B1 Element at any time when the B1 Element is not being managed in accordance with the Travel Plan as approved by the Council and if such parts of the Development to which the Travel Plan relates are not being operated in strict accordance with the Travel Plan as approved by

the Council from time to time the Owner shall upon written notice from the Council giving reasons why the Council considers that the Travel Plan has not been complied with as soon as practicable use all reasonable endeavours to implement or procure implementation by any occupier of any steps reasonably required by the Council to remedy such non-compliance.

4.11 Student Accommodation

4.11.1 To ensure that the Student Accommodation is used and Occupied for no purpose other than its authorised purpose as housing available for letting as Student Accommodation AND the Student Accommodation shall be let at a rent no greater than rents of similar student housing of a similar size, age, specification, location and service charge level in the London Borough of Camden.

4.11.2 To ensure that the Student Accommodation is used at all times as a single planning unit and that:

- a) no part (as distinct from the whole) of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling units; and
- b) no part (as distinct from the whole) of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation

4.11.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not occupy and shall use all reasonable endeavours not to permit occupation of any part of the Development at any time when the Student Accommodation is not being used in strict accordance with this clause and shall not Occupy and shall use all reasonable endeavours not to permit Occupation of the Development otherwise than in accordance with the requirements of this clause 4.11.

4.12 Student Management Plan

- 4.12.1 On or prior to the Implementation Date to submit a draft of the Student Management Plan to the Council for approval.
- 4.12.2 Not to Occupy and shall use all reasonable endeavours not to permit Occupation of such parts of the Development to which the Student Management Plan relates until such time as the Council has approved the Student Management Plan as demonstrated by written notice to that effect.
- 4.12.3 Following the Occupation Date the Owner shall not Occupy and shall use reasonable endeavours not to permit Occupation of any part of the Development to which the Student Management Plan relates at any time when the Development is not being used in accordance with the Student Management Plan as approved from time to time by the Council and shall not Occupy or permit Occupation of the part of the Development to which the Student Management Plan relates otherwise than in accordance with the requirements of the Student Management Plan.

4.13 THE CROSSRAIL PROJECT

- 4.13.1 The Owner shall notify the Council, the Mayor and Transport for London in writing prior to and with the anticipated date of Occupation of each of fifty per cent (50%) and then one hundred per cent (100%) of the B1 Element
- 4.13.2 Within 21 days of each of the written notices referred to in Clause 4.13.1 the Owner shall pay to Transport of London (and notify the Council in writing that it has done so) the Crossrail Contribution in the following two tranches:-
- (a) as to 50% following service of the notice as to Occupation of 50% of the B1 Element; and
 - (b) as to the remaining 50% following service of the notice as to Occupation of 100% of the B1 Element

- 4.13.3 Subject to the provisions of Clause 4.13.5 the Owner shall not cause or permit the Occupation of more than (as appropriate) 50% and 100% of the B1 Element unless and until each tranche of the Crossrail Contribution has been paid in accordance with Clause 4.13.2
- 4.13.4 The Crossrail Contribution (or each relevant tranche thereof) shall not be payable if at the relevant date of payment (i) the Crossrail SPG and the Proposed London Plan Alterations have not been formally adopted by the Mayor and (ii) the Crossrail Project has not started,
- 4.13.5 If by expiry of each 21 day period referred to in Clause 4.13.2 Transport for London have not provided payment details for the account into which payment of the relevant tranche of the Crossrail Contribution is to be made the Owner's obligations in Clause 4.13.2 shall be discharged by delivery of an undertaking from the Owner's solicitors jointly addressed to the Council, the Mayor and Transport for London that they hold cleared funds for the relevant tranche of the Crossrail Contribution and the Owner's irrevocable instruction and authority to pay it to Transport for London immediately upon receipt of such relevant account details.

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 the date upon which the Development will be 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 and Highways Contribution pursuant to Clause 4.4 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 Financial Contribution and Highways Contribution relates quoting the Income Code ^{2M6862L06S JL} 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 Financial Contributions and the Highways Contribution 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP 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. AGREEMENTS AND DECLARATIONS

It is hereby agreed and declared by the Parties 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 given or served under or in connection with this Agreement by any of the Parties 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 8EQ quoting the property address 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 and completing this Agreement on or prior to the date of completion of it.
- 6.4  The Owner agrees to pay the Council its monitoring fees of four thousand two hundred pounds (~~£4,200~~^{£4,550}  (being £350 per head of term) on the date hereof.
- 6.5 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Land Registrar of the Land Registry to register this Agreement in the Charges Registers of the titles to the Property and will thereafter furnish the Council forthwith with official copies of such titles to show the entry of this Agreement in the Charges Registers of the titles to the Property.
- 6.6 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.
- 6.7 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.8 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.
- 6.9 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires by 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 agree to removal/discharge of all entries made in the Charges Registers of the titles to the Property pursuant to clause 6.5.

6.10 Subject to the provisions of sub-clauses (i) – (iii) below the restrictions contained in sub-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 (a) 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 (b) defaults on any other terms of the mortgage or charge so that the mortgagee or chargee exercises its power of sale or (c) failing to make payment of sums due under any loan finance document covering the Affordable 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 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 (or a transfer of the lease of) the Affordable Housing Units
- (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 (or a transfer of the lease of) the Affordable Housing Units within the six calendar month period specified above ("the Specified Period") on the terms specified above then should such mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units 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 shall cease to bind the Affordable 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 after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clause 4.1 hereof as will any person deriving title therefrom.

- 6.11 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 sub-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.
- 6.12 Any agreement, consent, certificate, notice or expression of satisfaction to be given under this Agreement shall not be unreasonably withheld or delayed and the Council shall use reasonable endeavours to respond within 28 days of submission of any draft plans referred to in clauses 4.3, 4.8, 4.9, 4.10 and 4.12 provided that the draft plan has been submitted directly to the Planning obligations Monitoring Officer.

7. MORTGAGEE EXEMPTION

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

8. JOINT AND SEVERAL LIABILITY

All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such but subject always to the provisions of Clause 10.

9. RIGHTS OF THIRD PARTIES

Except in relation to Transport for London the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

10. TRUSTEES' LIMITATION CLAUSE

Notwithstanding the fact that Bedell Corporate Trustees Limited and Atrium Trustees Limited are the Owners of the Property for the purposes of Section 106 of the Act and the Property is bound by Section 106 of the Act in respect of the obligations contained in this Agreement:

- 10.1 Bedell Corporate Trustees Limited and Atrium Trustees Limited are entering into this Agreement as trustees of the Holborn Property Unit Trust (the "Unit Trust") and, as such, any liability on the part of the said Bedell Corporate Trustees Limited and Atrium Trustees Limited pursuant to this Agreement shall be limited to the assets held on trust from time to time for the Unit Trust which are in their possession or under their control as trustees of the Unit Trust.

- 10.2 Notwithstanding any other provision of this Agreement the said Bedell Corporate Trustees Limited and Atrium Trustees Limited shall have no obligation to meet any claim or liability under this Agreement save to the extent that they can properly meet the claim or liability out of the assets from time to time of the Unit Trust.
- 10.3 The Council and the Mortgagee acknowledge that the effect of sub-clauses 9.1 is that the Council and the Mortgagee shall have no recourse to any assets of the said Bedell Corporate Trustees Limited and Atrium Trustees Limited, other than those assets from time to time comprising the trust fund of the Unit Trust.
- 10.4 For the avoidance of doubt the provisions of this clause 9 shall not apply to successors in title to the Property other than any persons who are successors in title to the said Bedell Corporate Trustees Limited and Atrium Trustees Limited as trustees of the Unit Trust from time to time.

THE FIRST SCHEDULE

THE TRAVEL PLAN

Part I: Components of the Travel Plan

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

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

(For further advice on developing a Travel Plan see "A travel plan resource pack" which is available from ETSU on 0800 585794 or see the DTLR's travel plan website: www.local-transport.dtlr.gov.uk/travelplans/index.htm.)

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 Owner shall ensure that provisions relating to the following matters are contained within the Plan.

Review, management, promotion.

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

3. ongoing senior management commitment and consultation with staff and occupants of the Property
4. a designated staff travel co-ordinator within the Development to be responsible for implementing the Travel Plan
5. a communications strategy within the Development about the benefits of the Travel Plan

Emission/vehicle reduction initiatives

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

Public Transport Initiatives

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

Cycle initiatives

Workplace cycling measures – including providing:

1. Secure and well-lit workplace cycle parking
2. Changing and showering facilities
3. Cycle allowance for work-related journeys
4. Cycle and equipment loans and insurance
5. Cycle repair facilities
6. Cycle pool for work-related journeys

Other initiatives

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

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the TP 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 Development's Transport Accessibility

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

2. **Consultation with employees**

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

3. **User/ Employee Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

THE SECOND SCHEDULE

THE TITLE NUMBERS OF THE PROPERTY

Title number	Description
276470	52 to 54 High Holborn and 48-51 Bedford Row, London WC1V 6RL
309941	50 to 51 High Holborn (Brownlow House), London WC1V 6ER
NGL641944	Caroline House, 55 and 57 High Holborn
NGL345792	18-23 Hand Court, High Holborn
NGL541405	Part of 23 Hand Court (47A Hand Court), Holborn
NGL541406	22 and 23 Hand Court, Holborn
NGL742816	47 Bedford Row, Holborn, London WC1R 4LR
NGL791115	45 and 46 Bedford Row and 24 and 25 Hand Court, Holborn

THE THIRD SCHEDULE

LOCAL PROCUREMENT CODE.

1. INTRODUCTION

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

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

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

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

2. MAIN REQUIREMENTS OF THE CODE

a) CONSTRUCTION.

We will request that the developers meet with London Borough of

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

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

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement

programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.

2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:

all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;

the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.

All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

Full contact details of all subcontractors appointed
(whether local or from elsewhere)

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

2.2 Actions And Responsibilities of Sub-Contractors

- 2.2.1. 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).
- 2.2.2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :

All local wholesalers and building materials suppliers
which are asked to provide prices and the value of any

subsequent purchases of materials and other wholesaler supplies procured.

all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

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

Facilities Management

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

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

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

EXECUTED AS A DEED BY BEDELL)
CORPORATE TRUSTEES LIMITED)
in its capacity as trustee of)
The Holborn Property Unit Trust)
acting by a Director and its Secretary)
or by two Directors)



.....
Director



.....
Director/Secretary

EXECUTED AS A DEED BY)
ATRIUM TRUSTEES LIMITED)
in its capacity as trustee of)
The Holborn Property Unit Trust)
acting by a Director and its Secretary)
or by two Directors)

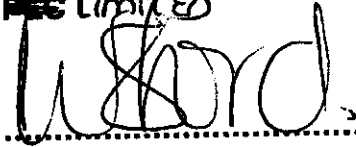


.....
Director



.....
Director/Secretary

SIGNED AS A DEED)
for and on behalf of)
ANGLO IRISH BANK CORPORATION)
PLC Limited)

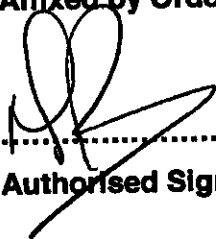


Authorised Signatory



Authorised Signatory

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



Authorised Signatory

