

DATED *4th October* 2006

(1) ST GILES COURT GENERAL PARTNER LIMITED

- and -

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

AGREEMENT

relating to land known as St Giles Court 1-13 St Giles High Street London WC2H 8LB
pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Alison Lowton
Director of Law and Administration
London Borough of Camden
Town Hall, Judd Street
London WC1H 9LP

Tel: 020 7974 1947
Fax: 020 7974 2962

abr/s.106s/StGiles /s106 v.12. 22.08.06 LM/ab

THIS AGREEMENT is made the 4th day of October 2006

BETWEEN:

1. **ST GILES COURT GENERAL PARTNER LIMITED** (Co. Regn. No. 5624041) acting as general partner of the Legal and General West End Offices Limited Partnership whose registered office is at Temple Court 11 Queen Victoria Street London EC4N 4TP (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL790607.
- 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 14 February 2005 and registered under reference number 2005/0259/P.
- 1.4 The Council's Development Control Sub-Committee on 6th July 2006 resolved to grant Planning Permission subject to an Agreement under Section 106 of the Act.
- 1.5 The Council is the local planning authority for the purposes of the Act and for the area within which the Property is situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act.
- 1.6 The Council 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 and the parties are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991) and the Planning and Compulsory Purchase Act 2004)
- 2.2 "Affordable Housing" subsidised low cost housing provided by a Registered Social Landlord or the Council available for occupation for people who cannot afford to occupy homes available in the open market
- 2.3 "Affordable Housing Units" 53 residential units within the Residential Development to be constructed, fitted out and occupied exclusively as Affordable Housing shaded blue green and brown on drawing numbers A3807/1.3/31 Revision D, A3807/1.3/32 Revision D, A3807/1.3/33 Revision D, A3807/1.3/34 Revision D, A3807/1.3/35 Revision C, A3807/1.3/36 Revision C, A3807/1.3/37 Revision D, A3807/1.3/38 Revision B and A3807/1.3/39 Revision A inclusive ("the Drawings") comprising (a) the 29 units shaded blue on the Drawings made up of 21 x 2 bedroom units, (of which 17 are 2 bed 4 person, 2 are 2 bed 3 person wheelchair, and 2 are 2 bed 3 person) 6 x 3 bed room 5 person units and 1 x 4 bed room 6 person unit and 1 x 5 bed room 7 person unit to be created and used exclusively as Social Rented Housing ("the Social Rented Housing Units") and (b) the 24 units shaded brown and green on the Drawings (made up of 18 x 1 bed room units and 6 x 2 bedroom units) to be created and used exclusively as Intermediate Housing ("the Intermediate Housing Units") of which 12 units (shaded brown on the Drawings) made up of 6 x 1 bed room units and 6 x 2 bedroom units shall be permanently

used and retained as Intermediate Housing available for rent ("the Intermediate Housing Rented Units") and 12 x 1 bedroom units shaded green on the Drawings shall be Intermediate Housing to be offered for Shared Ownership to Key Workers and other qualifying households (unless otherwise agreed that such units may be used for other forms of Affordable Housing) ("the Intermediate Housing Shared Ownership Units")

2.4 "the Application"

a planning application in respect of the development of the Property submitted to the Council on 19 January 2005 for which a resolution to grant permission has been passed conditionally under reference number 2005/0259/P subject to conclusion of this Agreement

2.5 "the Bus Stop Contribution"

the sum of £50,000 (fifty thousand pounds) to be applied to the Council in consultation with the public towards the renovation of and/or the relocation of the existing two (2) bus stops on New Oxford Street

2.6 "Code of Construction

Practice"

the method statement annexed at the Ninth Schedule giving effect to (a) the requirements of the Council's Considerate Contractor Manual and (b) requirements of Transport for London setting out in specific detail all steps the Owner shall take during the Construction Phase to minimize disruption and environmental effects arising out of the Construction Phase and ensuring that the Construction Phase is co-ordinated as far as reasonably possible including procedures for routing vehicles, notifying local residents and business occupiers in advance of major operations delivery schedules and amendments to normal traffic arrangements (and which shall specifically incorporate provisions for liaison with Transport for London should

the Construction Phase overlap with the carrying out of any major transport infrastructure project in the vicinity of the Property)

2.7 "the Commercial Development" the whole of the areas designated as part of the Application for use as office (class B1), retail (Class A1), food and drink (Class A3) and community (Class D1) uses within the Development

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

2.9 "the Community Fund Contribution" the sum of £400,000 (four hundred thousand pounds) to be applied by the Council in the event of the receipt to the carrying out of capital and/or environmental works at projects offering community benefits in the vicinity of the Development including facilities for young people, older people and to encourage community cohesion/partnership working and/ or providing revenue support for such projects ("the Community Fund Objectives")

2.10 "the Community Safety Contribution" the sum of £200,000 (two hundred thousand pounds) to be applied by the Council in the event of receipt towards measures for community safety and /or crime prevention

measures in the vicinity of the Property which may include provision of CCTV, funding towards a community safety office or other measures for designing out crime

2.11 "Community Space

Requirement"

the requirement that the area within the Development marked red on plan RP-1-00-ST CSP Index C annexed hereto ("the Community Space") is secured as a facility exclusively available for the use and benefit of the local community and is let on terms that shall include a reasonable Market Rent for a use within Class D1 of the Use Classes Order or as a sui generis community safety office

2.12 "Community Working Group"

a working group to be convened in accordance with the requirements of Clause 4.4 being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the construction phase of the Development during a period being between (a) the date three months prior to the carrying out of any demolition works at the Property and (b) the date six months after the Practical Completion of the Development (such period to be referred to herein as "the Construction Phase") so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development.

2.13 "the Contributions"

the combination of the following contributions:- the Bus Stop Contribution the Community Fund Contribution the Community Safety Contribution the Education Contribution the Employment and Training Contribution the Heritage Contribution the Highways and Environmental Works Contribution the Monitoring

Contribution the Open Space Contribution and the Public Art Contribution

2.14 "the Development"

redevelopment of site for mixed use development comprising office (class B1) retail (class A1), food and drink (class A3) community (class D1) and residential (class C3) uses new public courtyard and new pedestrian routes across the Property

2.15 "the Education Contribution"

the sum of £101,660 (one hundred and one thousand six hundred and sixty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.16 "the Employment and Training Contribution"

the sum of £40,000 (forty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of training and employment opportunities for members of the local community in the building out of the Development

2.17 "the Heritage Contribution"

the sum of £192,500 (one hundred and ninety two thousand five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the enhancement of the built heritage and listed buildings in the vicinity of the Property these to include works to St Giles Church and churchyard including railings and boundary treatments

2.18 "Highways and Environmental

Works Contribution"

the sum of £2,649,330 (two million six hundred and forty nine thousand three hundred and thirty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property ("the Highways and Environmental Works") incorporating those works listed at the First Schedule to this Agreement (such works being split into 3 elements as indicated in the First Schedule namely "Highways and Environmental Works Pre A" "Highways and Environmental Works A" and "Highways and Environmental Works B") or such alternative works as the Council and the Owner may reasonably agree and which are to be carried out within the vicinity of the Property in accordance with the requirements of this Agreement

2.19 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56(4) save that for the purposes of this Agreement the following shall be deemed not to be material operations: archaeological works, demolition, site clearance, site or soil investigations, ground investigations and site survey works, laying of services and/or service media, works of decontamination, construction of temporary accesses, landscaping works, noise attenuation works or the erection of hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly

2.20 "Intermediate Housing"

Affordable Housing provided by a Registered Social Landlord or the Council available for rent or Shared Ownership at levels set in accordance with paragraph

3.26 of the London Plan (subject to annual reviews) to any people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.26 of the London Plan (subject to annual reviews) such people being Key Workers or other qualifying households falling within such other categories of Affordable Housing as the Council (acting under and in accordance with the requirements of this Agreement) may agree in writing and (in respect of the Intermediate Housing Rented Units) ensuring at all times the following:-

- (i) units are let at rent levels discounted from market rent levels with the level of discount being set to achieve net rents not greater than the following based on letting in April 2008: -

- (a) 1xbed 2xperson flat - £126 per week

- (b) 2xbed 3xperson flat - £159 per week

- (c) 2xbed 4xperson flat - £181 per week

ALWAYS PROVIDED that such figures may increase at a rate no greater than the Retail Price Index plus 0.5%; and

- (ii) the conditions of tenancy for such units will be as required for Intermediate Rent Housing for Key Workers by the Housing Corporation or their statutory successor.

2.21 "Key Workers"

any person who as at the commencement of their

occupancy is in need of Intermediate Housing in terms set out in paragraph 3.26 of the London Plan and who complies with the definition of "key worker" (or other qualifying households) set out from time to time by the Housing Corporation and/or the Department for Communities and Local Government or any subsequent relevant statutory authority

2.22 "Market Rent"

such rent as may be demonstrated to the Council's reasonable satisfaction as being equivalent to a rent for a unit of equivalent size and quality let for a community use within the London Borough of Camden (and which shall include a rent free period for fitting out of at least eight weeks or a financial concession to the tenant of equivalent value)

2.23 "the Monitoring Contribution"

the sum of £20,000 (twenty thousand pounds) to be applied by the Council in the event of receipt towards the monitoring of the obligations in this Agreement and the Planning Permission or any other planning requirements relating to the Property

2.24 "the Open Space Contribution"

the sum of £250,000 (two hundred and fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for improvements to existing Council maintained public open space at Phoenix Gardens and St Giles Churchyard or any alternative publicly accessible open space in the vicinity of the Property ("the Open Space Improvements")

2.25 "Occupation Date"

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

2.26 "the Parties"

mean the Council and the Owner

- 2.27 "the Planning Permission" planning permission to be granted pursuant to the Application for the Development substantially in the form of the draft permission annexed hereto
- 2.28 "the Phasing Requirement" the requirement that the Commercial Development shall not be Occupied or permitted to be Occupied until such time as the whole of the Residential Development is completed and available for Occupation ALWAYS PROVIDED that the Private Residential Units shall be classed as available for Occupation at the point when structural works are complete and all primary services are installed
- 2.29 "the Private Residential Units "
- all residential units within the Residential Development save for the Affordable Housing Units
- 2.30 "the Property" the land known as St Giles Court 1-13 St Giles London WC2H 8LB the same as shown edged in red on Plan 1
- 2.31 "the Public Area Plan" the plan annexed at the Third Schedule hereto (or a revised version approved by the Council) drafted in accordance with the requirements of this Agreement securing the following:-
- (i) the construction of access routes and publicly accessible areas together with associated hard and soft landscaping measures over the area within the Property shown edged red on the drawing annexed hereto and numbered RP-1-00-ST Index C ("the Public Area") (which details inter alia designs and specifications for the physical measures for the construction of the

Public Area including details of surfacing provision of "street" furniture including seating for general use lighting and associated landscaping);

(ii) the subsequent maintenance of the Public Area (with the plan detailing inter alia provisions for cleaning and securing the area and maintaining the physical measures referred to in (i) above once they are constructed); and

(iii) securing the public accessibility of the Public Area as a pedestrian route and public space for members of the public 24 hours per day 364 days a year

2.32 "the Public Art Plan "

the plan annexed at the Second Schedule for the provision of a programme of public art produced by artist(s) of local or national repute at locations accessible to the broader public within the Development such plan setting out mechanisms for consultation with the Council and the local community and requiring the expenditure of at least £100,000 (one hundred thousand pounds) on public art

2.33 "The Public Art Contribution"

the sum of £80,000 (Eighty thousand pounds) to be applied by the Council in the event of receipt to the provision of a programme of public art produced by artist(s) of local or national repute within the vicinity of the Development agreed with the Council

2.34 "Registered Social

Landlord"

a registered social landlord as defined in Part 1 of the

Housing Act 1996 registered as such by the Housing Corporation who is approved by the Council (and in respect of the Social Rented Housing Units) which has entered into a nominations agreement with the Council in respect of accommodation for people nominated by the Council through its housing allocation scheme

- 2.35 "the Refuse Plan" the plan for the management of the disposal of refuse at the Development set out in the Fourth Schedule hereto
- 2.36 "the Residential Development" all of the 109 residential units within the Development
- 2.37 "Residential Occupation Date" the first date when any part of the Residential Development is occupied and the phrases "Occupy" "Occupied" and "Occupation" shall be construed accordingly
- 2.38 "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
- 2.39 "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
- 2.40 "Shared Ownership" the programme where the Owner ensures the 12 Intermediate Housing Shared Ownership Units are Occupied on a Shared Ownership basis by qualifying

households with an initial equity share of 25 percent and a rent level of no more than 2 per cent (per annum) on the retained equity such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Housing Corporation guidance

2.41 "Service Plan"

the plan set out in the Seventh Schedule hereto for the management of the deliveries and servicing to the Development minimising the impact of service vehicle deliveries when servicing the Development

2.42 "Social Rented Housing"

Affordable Housing Units available for rent in perpetuity such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the 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 all Social Rented Housing Units within the Development

2.43 "the Sustainable Travel Plan -

Commercial Users"

a plan setting out a package of measures to be adopted by the Owner in the management of the Commercial Development incorporating the elements set out in the Sixth Schedule hereto with a view to inter alia reducing trips by staff and visitors in motor vehicles to and from the Property and promoting the use of environmentally friendly transport (such plan to inter alia include provisions discouraging the use of Tottenham Court

Road Underground station by people working at or visiting the Development)

2.44 "the Sustainable Travel Plan -

Residential Users"

a plan setting out a package of measures to be adopted by the Owner in the management of the Residential Development incorporating the elements set out in the Fifth Schedule hereto with a view to inter alia reducing trips by residents and visitors in motor vehicles to and from the Residential Development by promoting the use of environmentally friendly transport (such plan to inter alia include provisions discouraging the use of Tottenham Court Road Underground Station by residents of the Development or their visitors)

2.45 "the Sustainability Plan"

a plan broadly in accordance with the draft plan annexed at the Eighth Schedule hereto securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management having regard to a Building Research Establishment Assessment Method assessment to be carried out by a recognized independent verification body in respect of the Property.

NOW THIS DEED WITNESSETH as follows:-

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

denoting actual persons shall include companies, corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 5.1, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6 and 6.7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.3 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Submission of Plans**

4.1.1 Prior to the Implementation Date to submit to the Council for approval the following:

- (a) the Sustainability Plan; and
- (b) the Public Area Plan

4.1.2 Not to Implement nor permit Implementation until the Sustainability Plan and the Public Area Plan have been approved by the Council (as demonstrated by written notice to that effect)

4.2 Architect

The Owner hereby covenants not to submit any further drawings required to be submitted under, nor Implement or carry out any exterior or external works forming part of the Construction Phase unless Renzo Piano Building Workshop continues to be employed by the Owner as project architect and has approved such drawings or is responsible for supervising such works PROVIDED THAT he/she is in practice as an architect unless otherwise agreed by the Council in writing.

4.3 Car Capped Housing/Parking

4.3.1 The Owner hereby covenants with the Council to ensure that prior to Occupying any residential unit forming part of the Residential 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.

4.3.2 The Owner for itself and its successors in title to the Residential Development hereby acknowledges that the provision in Clause 4.3.1 above will remain permanently.

4.3.3 The Owner hereby covenants with the Council that the two car parking spaces edged in red on plan annexed hereto and numbered RP-1-00-B1 Index C shall be retained solely for the use of the two wheelchair units forming part of the Affordable Housing Units

4.4 Management of the Construction Phase

The Owner covenants with the Council as follows:

4.4.1 From the commencement of the Construction Phase and at its own expense:

- (a) To convene the Community Working Group from such persons (subject to a maximum of 15 people) as the Council shall nominate as having a direct interest in the carrying out of the Commercial Development and the Residential Development including representatives of local resident and or local residents associations, local business or business organizations and local schools including the following:-

- The New Compton Street Residents Association
 - The Centre Point Residents Association
 - St Giles in the Field Church
 - Bloomsbury Baptist Church
 - Local Businesses (i.e. those adjacent to the Property)
 - The St Giles Renaissance Forum
 - Penderell House Residents' Association
 - Tin Pan Alley Traders Association
- (b) to procure that the project managers for the Commercial Development and the Residential Development or their nominated deputies and a representative from the relevant contractor (and any other appropriate professional representatives of the Owner) shall be a member of the Construction Community Working Group and shall attend all meetings of the group
- (c) to appoint a person ("the Liaison Officer") responsible for liaising with the Council, residents' groups, local people and businesses and other interested parties about the operation of the Community Working Group and the management of the Construction Phase such person or his representative to organize and attend all meetings of the Community Working Group all such meetings to take place within easy walking distance of the Property
- (d) to give a minimum of seven (7) days written notice of each meeting of the Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Community Working Group
- (e) to ensure that meetings of the Community Working Group shall take place every month during the Construction Phase (unless otherwise agreed)

ALWAYS PROVIDED that any member of the Community Working Group shall be

entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to request a meeting of the Community Working Group (except in an emergency in which case such notice can specify a shorter period) shall be convened and a meeting of the Community Working Group so convened if in response to such request shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Community Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the working group shall be convened at such intervals as the Community Working Group decides

- (f) to ensure that an accurate written minute is kept of each meeting of the group recording discussion and any decisions taken by the group (this to be circulated by the Owner to all members of the group within seven days of each meeting)
- (g) in the event of the majority of members of the Community Working Group (having particular regard to the national Considerate Constructor Manual) voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase (each member of the group having one vote on any motion proposed) to use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Owner the Owner shall notify the next meeting of the Community Working Group of this fact together with written reasons as to why this is the case
- (h) to provide at its own expense throughout the Construction Phase (1) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity (2) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts) and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Community Working Group written information

about any such complaints received and action taken in respect of them)

- (i) to ensure that throughout the Construction Phase that the Commercial Development and the Residential Development shall not be carried out otherwise than in accordance with the Code of Construction Practice as approved and save in so far as any requirements of the Code of Construction Practice may be varied by any requirements imposed in a notice served under section 60 or a consent given under section 61 of the Control of Pollution Act 1974 and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council take any steps reasonably required by the Council to remedy such non-compliance as soon as reasonably practicable and cease to carry out the Development until such notice is complied with.

4.5 The Refuse Plan

- 4.5.1 After the Occupation Date to comply with the Refuse Plan as approved and not to Occupy or permit the Occupation of the Development save in accordance with the requirements of the Refuse Plan as approved and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

4.6 The Service Plan

- 4.6.1 After the Commercial Occupation date not to Occupy or permit Occupation of any part of the Commercial Development at any time when the terms of the Service Plan as approved by the Council are not being complied with by an occupier of the Commercial Development (unless otherwise approved by the Council) Provided that in the event that the Council reasonably considers that there has been a breach of the Service Plan by any occupier of the Commercial Development the Council shall first serve a notice upon the Owner specifying the nature of such breach, any steps reasonably required by the Council to remedy such breach and a reasonable time period within which such breach shall be remedied

4.7 The Sustainable Travel Plan - Commercial Users

- 4.7.1 After the Commercial Occupation Date to comply with the Sustainable Travel Plan - Commercial Users as approved and not to Occupy or permit the Occupation of the

Commercial Development save in accordance with the requirements of the Sustainable Travel Plan - Commercial Users as approved and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

4.8 The Sustainable Travel Plan - Residential Users

- 4.8.1 After the Residential Occupation Date to comply with the Sustainable Travel Plan - Residential Users as approved and not to Occupy or permit the Occupation of the Residential Development save in accordance with the requirements of the Sustainable Travel Plan - Residential Users as approved and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

4.9 Local Employment

- 4.9.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.
- 4.9.2 In order to facilitate compliance with the requirements of clause 4.9.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) Kings Cross Working and (ii) take the following specific measures:-
- (a) that Kings Cross Working is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors
 - (b) that Kings Cross Working is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden
 - (c) the Council is provided with a detailed 6-monthly labour return for monitoring the employment and self employment profile of all workers employed during the Construction Phase;

- (d) that the Owner ensures that all end-use tenants are notified of and encouraged to use the services of the local recruitment agency, Camden Working.

4.10 Training Opportunities

4.10.1 During the period of the Construction Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and specifically to use all reasonable endeavours to fulfil the following aspirations prior to the posts being filled

- (a) to provide at least **2,700** weeks (or **50** ftes or 7.5% of total jobs created on site) of employment for employed-status trainees recruited from the Kings Cross Working (and/or other agency agreed by the Council) over the duration of the development. Employed status training shall include recognized construction courses endorsed by CITB (or equivalent body), and/or Modern Apprenticeships or other training or support that leads to accredited qualifications (for example NVQs)
- (b) to ensure that the balance of trainees is approximately 75% youth trainees under 25 years of age and 25% adult trainees
- (c) to provide 6-monthly statement setting out the details of training and candidates to Kings Cross Working
- (d) to work in partnership with the Kings Cross Working to promote and advertise the training places to potential candidates.

4.10.2 The Owner shall notify the posts to the Council's Assistant Director of Planning or its nominee.

4.11 Affordable Housing

4.11.1 At its own expense 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.

4.11.2 Notwithstanding the high density of the scheme which will require a sensitive lettings policy to be agreed between the Council and the Registered Social Landlord, to ensure that the Affordable Housing Units shall be used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing (save in respect of any Intermediate Housing Shared Ownership Units where the purchaser has staircased his or her share to 100 per cent of the equity) (and without prejudice to the generality of this clause to ensure (a) that the Social Rented Housing Units are retained in perpetuity for Social Rented Housing for occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure or such standard as may replace the same that the Council may reasonably agree from time to time (b) that the Intermediate Housing Rented Units are retained as Intermediate Housing for rent) and in accordance with the definition of Social Rented Housing and Key Worker herein, and with the definitions and criteria for eligible persons contained in the Council's housing policies or Development Plan prevailing for the time being.

4.11.3 Not to Occupy or allow Occupation of any part of the Development until such time as the Owner has received written notification from the Council to the effect that in the reasonable opinion of the Council (i) all works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirements of Sub-Clause 4.11.1 hereof and (ii) either freehold ownership of all of the Affordable Housing Units has been transferred to a Registered Social Landlord or a Registered Social Landlord has been granted a lease of at least 125 years in respect of all of the Affordable Housing Units on terms that accord with relevant Housing Corporation funding requirements current at the date of construction of the Affordable Housing Units.

4.11.4 Subject always to clause 6.8 the Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord 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.

4.12 **The Contributions/the Highway and Environmental Works**

4.12.1 On or prior to the Implementation Date to pay to the Council all of the Contributions save

for the Highways and Environmental Works Contribution which shall be paid in accordance with sub clause 4.12.2 hereof.

4.12.2 To pay the Highways and Environmental Works Contribution as follows:

(a) Upon the date of this Agreement to pay to the Council the sum of £110,000 (one hundred and ten thousand pounds) which sum shall be applied by the Council towards the carrying out of Highways and Environmental Works Pre A

(b) On or prior to the Implementation Date to pay to the Council the whole of the Highway and Environmental Works Contribution (less any monies already paid under sub clause 4.12.2 (a) above.)

4.12.3 Not to Implement or permit Implementation until such time as the totality of all the Contributions have been received by the Council.

4.12.4 Subject to receipt of the whole of the Highways and Environmental Works Contribution in accordance with the requirements of this Agreement the Council shall use reasonable endeavours to carry out and complete the Highway and Environmental Works A by a date no later than 12 months from the Implementation Date.

4.12.5 Subject to receipt of the whole of the Highways and Environmental Works Contribution in accordance with the requirements of this Agreement the Council shall use all reasonable endeavours to carry out and complete the Highway and Environmental Works B by a date no later than 12 months from the later of the following two dates namely (a) completion of the Cross Rail Ticket Hall and all related works (b) completion of the Tottenham Court Road Underground Ticket Hall and all related works

4.12.6 On completion of the Highway and Environmental Works A the Council may provide to the Owner a certificate specifying the sum ("the Highway and Environmental Works A Certified Sum") expended by the Council in carrying out the Highway and Environmental Works A.

4.12.7 If the Highway and Environmental Works A Certified Sum exceeds the Highway and Environmental Works A Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.12.8 If the Highway and Environmental Works Certified Sum A is less than the Highway and

Environmental Works Contribution A then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference

4.12.9 On completion of the Highway and Environmental Works B the Council may provide to the Owner a certificate specifying the sum ("the Highway and Environmental Works Certified Sum B") expended by the Council in carrying out the Highway and Environmental Works B.

4.12.10 If the Highway and Environmental Works Certified Sum B exceeds the Highway and Environmental Works Contribution B then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.12.11 If the Highway and Environmental Works Certified Sum B is less than the Highway and Environmental Works Contribution B then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference

4.13 **Public Area Plan**

4.13.1 Not to Occupy or permit Occupation of the Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Public Area Plan as approved as demonstrated by written notice to that effect from the Council.

4.13.2 After the Occupation Date to comply with the Public Area Plan as approved (unless otherwise agreed by the Council in accordance with the requirements of this Agreement) and in the event of non compliance with this clause the Owner shall upon receipt of a notice from the Council giving reasons why the Council considers that the Public Area Plan has not been complied with take any necessary steps reasonably required by the Council to remedy such non compliance PROVIDED THAT this obligation shall not be deemed to be breached in the case of:

- (a) fire, flooding, emergency or other disaster or security or public safety except that such closure shall not continue for more than 48 hours without PRIOR written approval of the Council;
- (b) the requirement to carry out maintenance, cleaning, renewal and necessary or required works, except that any works under this sub-paragraph shall be undertaken in such a way as to cause minimum disruption to the public and in any event shall not continue for more than one week without the prior written

approval of the Council;

- (c) occasional temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law;
- (d) with the prior written approval of the Council the withdrawal of areas external to retail units used in association with such retail units for tables, chairs and other improved amenity where such withdrawal (in the reasonable opinion of the Council) does not compromise the permeability of the Public Area;
- (e) closure for the holding of private events, exhibitions or similar functions (to which the public at large are not admitted) PROVIDED THAT (i) during the holding of any such private events, exhibitions, or other similar functions no less than seventy percent (70%) or such lesser percentage as may reasonably be agreed by the Council from time to time of the Public Areas shall remain open for the public to pass and repass on foot, (ii) a north south and east west pedestrian route through the Public Area as shown edged in red on the drawing annexed hereto and numbered RP-1-00-ST Index C shall be retained, and (iii) the duration of such private events, exhibitions or other similar functions shall not exceed 25 (non-consecutive) days in any calendar year. FOR THE AVOIDANCE OF DOUBT the closure of the Public Areas for private events, exhibitions or similar functions outside the aforementioned parameters shall not be permitted without the Council's prior written approval; or
- (f) closure for the holding of public events, exhibitions or similar functions (to which the public are admitted upon payment of a fee or otherwise) PROVIDED THAT (i) during the holding of any such public events, exhibitions, or other similar functions no less than seventy percent (70%) of the Public Area shall remain open for the public to pass and repass on foot (ii) a north south and east west pedestrian route through the Public Area shall be retained as shown edged in red on the drawing annexed hereto and numbered RP-1-00-ST Index C shall be retained, and, (iii) the duration of such public events, exhibitions or other similar functions shall not exceed 60 days in any calendar year. FOR THE AVOIDANCE OF DOUBT the closure of the Public Area for public events, exhibitions or similar

functions outside the aforementioned parameters shall not be permitted without the Council's prior written approval.

- 4.13.3 The Public Areas shall remain private land and shall not become public highway or public open space.

4.14 **The Public Art Plan**

Not to Occupy or permit Occupation of the Development until such time as the art works set out in the Public Art Plan as approved have been installed to the reasonable satisfaction of the Council (as demonstrated by written notification from the Council to that effect) and thereafter to ensure that (unless otherwise agreed by the Council) such art works are retained and maintained as installed.

4.15 **The Phasing Requirement**

To comply with the Phasing Requirement in respect of the Development.

4.16 **The Community Space Requirement**

Not to Occupy or permit Occupation of the Community Space save in accordance with the Community Space Requirement ALWAYS PROVIDED that if by a date being no less than two years after the Occupation Date (unless such other time period is agreed in writing with the Council) the Owner has demonstrated to the Council's reasonable satisfaction (as evidenced by written notice to that effect given in accordance with the requirements of this Agreement) that (i) it has used all reasonable endeavours to market the premises and identify a community based organisation as occupier of the Community Space at Market Rent but has not succeeded and (ii) that no demand exists for use of such facility within the requirements of the Community Space Requirement the Council shall waive the Community Space Requirement and the Community Space may be made available for retail use.

4.17 **The Sustainability Plan**

- 4.17.1 Not to Occupy or permit Occupation of the Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Sustainability Plan as approved as demonstrated by written notice to that effect from the Council.

- 4.17.2 After the Occupation Date to comply with the Sustainability Plan as approved (unless

otherwise agreed by the Council in accordance with the requirements of this Agreement) and in the event of non compliance with this clause the Owner shall upon receipt of a notice from the Council giving reasons why the Council considers that the Sustainability Plan has not been complied with take any necessary steps reasonably required by the Council to remedy such non compliance.

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 7 days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference the date upon which the residential units forming the Development are 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 Contributions pursuant to Clause 4.12.1 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting planning reference 2005/0259/P.

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

5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the 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 or by the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2005/0259/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs in preparing this Agreement (these not to exceed £15,000) plus a contribution of £300 per head of term of the Agreement amounting to £7,500.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 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.
- 6.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.8 Subject to the provisions of paragraph (a) - (c) below the restrictions contained in sub-clause 4.11 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units (which for the avoidance of doubt shall include a mortgagee or chargee of an Intermediate Housing Shared Ownership Unit) ("the Registered Proprietor") (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord or an occupier of an Intermediate Housing Shared Ownership Unit) 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:

- (a) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units (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.
- (b) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Housing Units
- (c) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units within the six calendar month period specified above ("the Specified Period") on the terms specified above then should the mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units 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 4.11 hereof

7. 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) shall be released from the obligations of Sub Clause 4.11 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has (unless otherwise agreed in writing with the Council) 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 shall be applied exclusively for the provision of Affordable Housing within the London Borough of Camden

8. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement
9. The Council acknowledges that the Owner shall not be liable for any breach of this Agreement which occurs during any period during which the relevant party has no legal interest in the Property or the part of the Property in respect of which or in relation to which the breach occurs but without prejudice to any liability of any party for any breach of any of the covenants, obligations or restrictions contained in this Agreement which occur during any period during which such party holds a legal interest in the Property
10. Where any payment or Contribution payable by the Owner to the Council pursuant to this Agreement stated to be used by the Council only for a particular purpose then the Contribution or payment shall be used only by the Council for that purpose and no other
11. If any Contribution (other than the Highways and Environmental Works Contribution the Public Art Contribution and the Education Contribution) or any part thereof shall not have been expended within five (5) years after the date upon which it has been paid then it will be returned to the Owner (upon the Council receiving the Owner's written request to do so)
12. If the Public Art Contribution and the Education Contribution or any part thereof shall not have been expended within 10 years after the date upon which it has been paid then it will be returned to the Owner (upon the Council receiving the Owner's written request)
13. If in the event that at a date 5 years after receipt of written confirmation from Cross London Rail Links Limited that the Highway and Environmental Works B may be carried out the Council has (a) used reasonable endeavours to carry out and complete the Highway and Environmental Works A and Highway and Environmental Works B and (b) a portion of the Highways and Environmental Works Contribution remains unspent the Council may use such unspent portion of the monies for environmental works to the public realm in the vicinity of the Property
14. Upon receipt of a written request from the Owner the Planning Obligations Monitoring Officer shall use reasonable endeavours to provide the Owner with written reports

detailing upon what measures the Contributions have been expended

15. The Council covenants with the Owner that it will not unreasonably withhold or delay the issue of any consent, approval or notice required from the Council pursuant to the provisions of this Agreement and the Council further covenants with the Owner to use reasonable endeavours to respond to any request for approval of the plans referred to in Clause 4.1 of this Agreement within 28 days of submission of such plans by the Owner

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

EXECUTED AS A DEED by
ST GILES COURT GENERAL
PARTNER LIMITED
acting as a general partner
of the Legal and General
West End Offices Limited Partnership
in the presence of:-

)
)
)
)
)
)
)

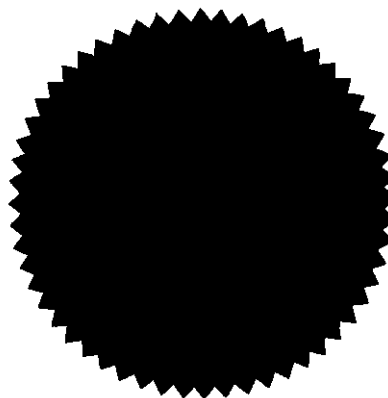
JLL

M.P. C...
.....
Director

Andrew Burd
.....
Director/Secretary

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

)
)
)
)



[Signature]
.....
Authorised Signatory



TITLE NUMBER
NGL790607

CAMDEN

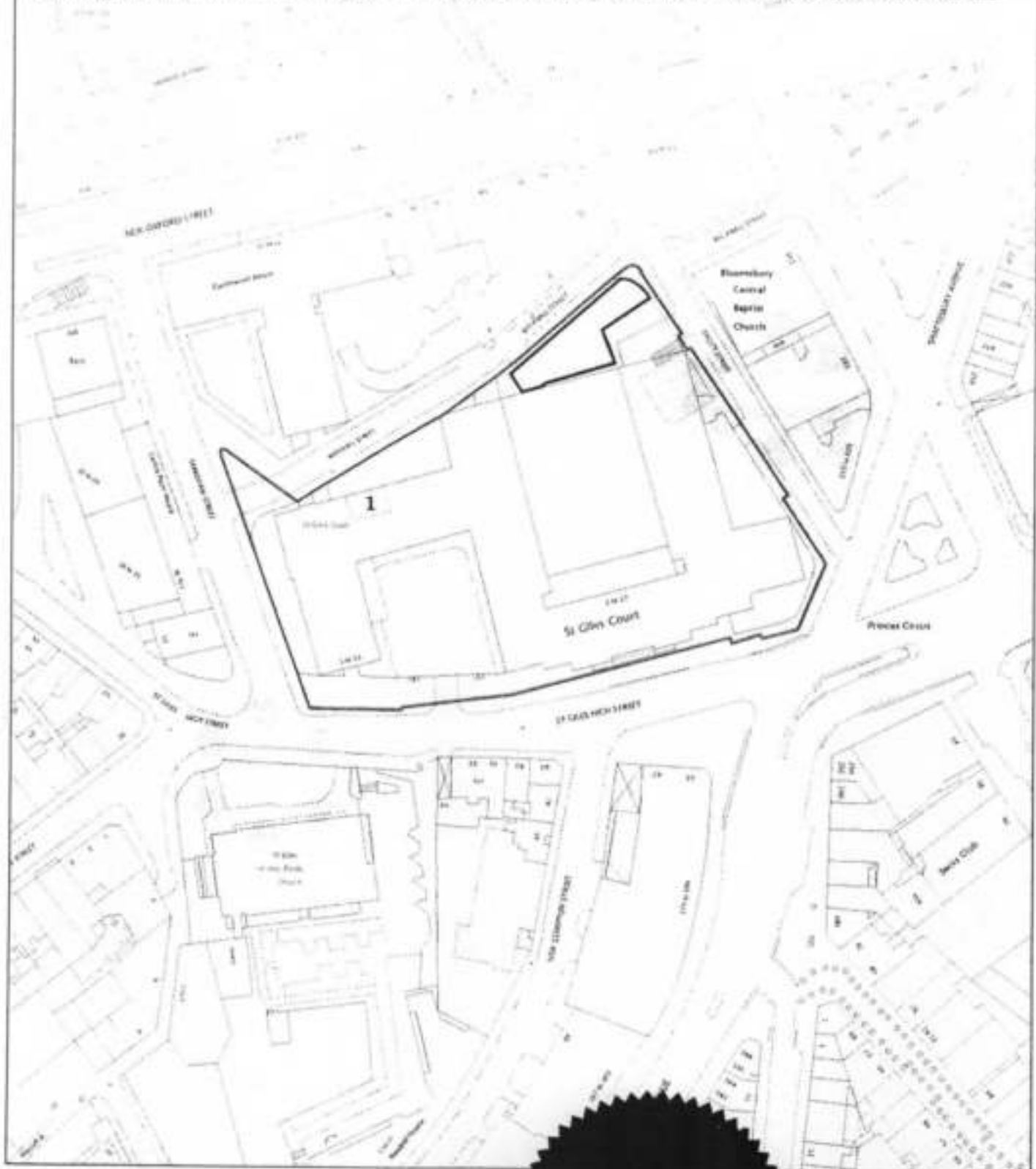


Mr. Andrew B. Jones

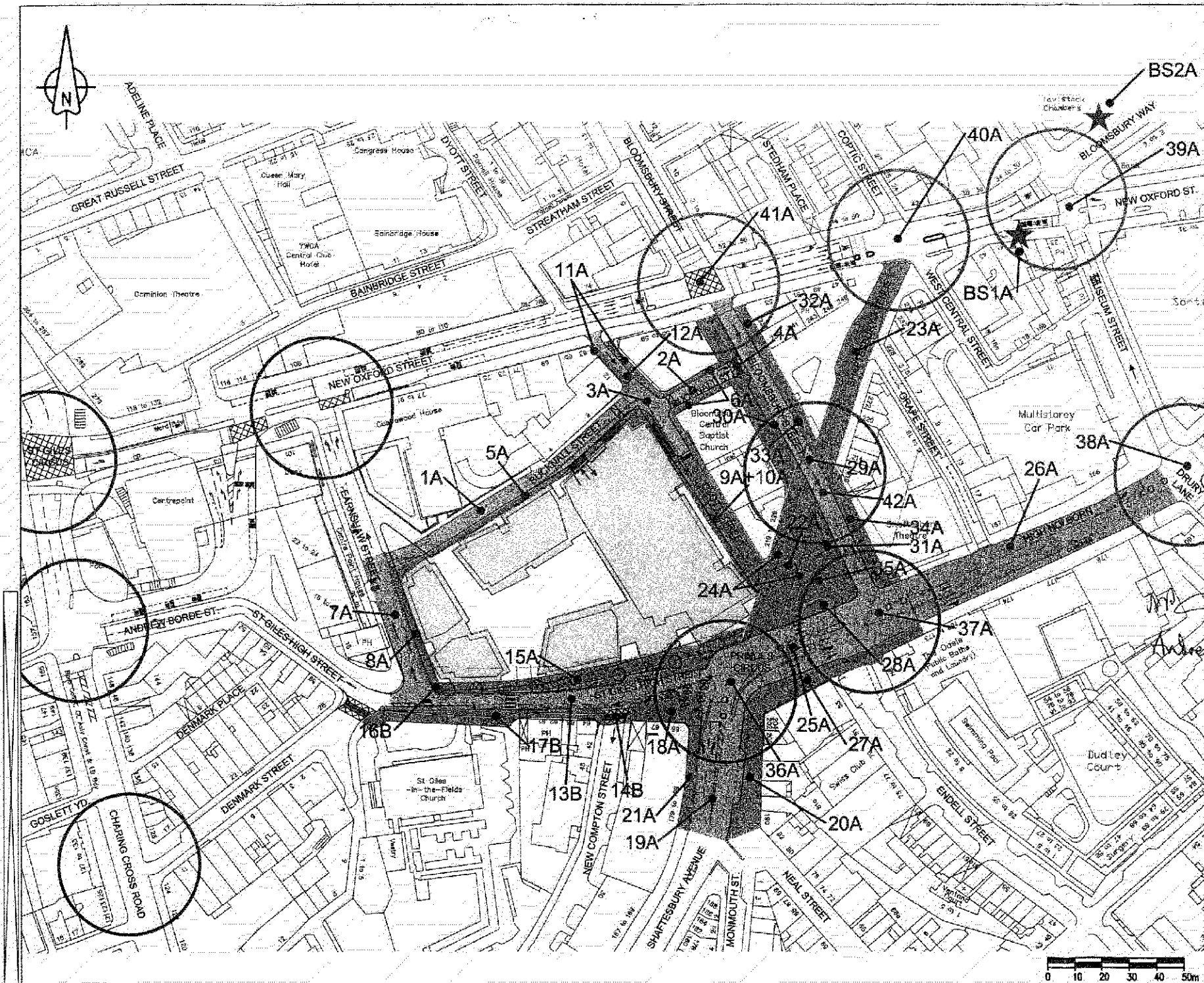
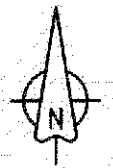
ORDNANCE SURVEY MAP REFERENCE: **TQ36815W**

SCALE: **1:1250**

© CROWN COPYRIGHT. Produced by IANIG. Further reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number CD272728.

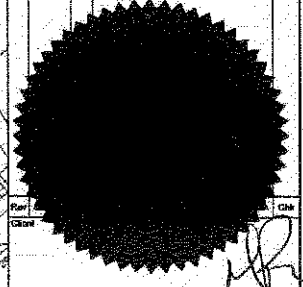


M.R.



- KEY**
- New / revised kerbline
 - Existing building line / back of highway
 - Proposed building line / back of highway
 - Existing kerbline
 - Property boundary
 - Proposed ground floor building line
 - Limit of planning application
 - Direction of traffic flow
 - Building Footprint
 - Crossover treatment
 - Footway/Landscape works
 - Cartriageway works
 - Existing traffic signals retained unchanged
 - Adjustment to traffic signal timings / staging
 - Reprovision of signal installation
 - Proposed Trees
 - ★ Bus stop to be improved as part of Section 106 works
 - ↓ Reference to: Schedule 1 - Highway and Environmental Works

Andrew Bardsley

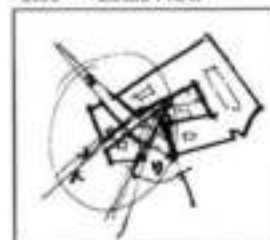


Part Other	Site
Job St Giles Court Redevelopment	Drawn PC
Drawn 12/05/06	Checked TW
Title Section 106 Agreement Highway Works	Revision
Drawing No. P_101_002	

W. C. Banks
Andrew Banks

05-01-2006
 05-01-2006
 DATE

0.00 = +25.20 AOD



Saint Giles Court London

Application Submission
 Revision January 2006

APPRAISAL

LEGAL & GENERAL
 ASSURANCE SOCIETY LTD.
 100 Victoria Street, London EC6A 3DF
 Tel: +44 (0)20 7700 8000 Fax: +44 (0)20 7700 8000

CONSTRUCTION

STANHOPE PLC
 100 Victoria Street, London EC6A 3DF
 Tel: +44 (0)20 7700 8000 Fax: +44 (0)20 7700 8000
 E-mail: stanhope@stanhope.co.uk

ARCHITECT

RENZO PIANO BUILDING WORKSHOP
 100 Victoria Street, London EC6A 3DF
 Tel: +44 (0)20 7700 8000 Fax: +44 (0)20 7700 8000

ENGINEER

STRUCTURAL

MECHANICAL

ELECTRICAL

PLUMBING

HEATING

CARPENTRY

PAINTING

GLAZING

ROOFING

LANDSCAPE

CONCRETE

IRONWORK

WELDING

BLACKSMITH

TURNING

DRILLING

FILE NO RP-1-00-01.dwg

TITLE

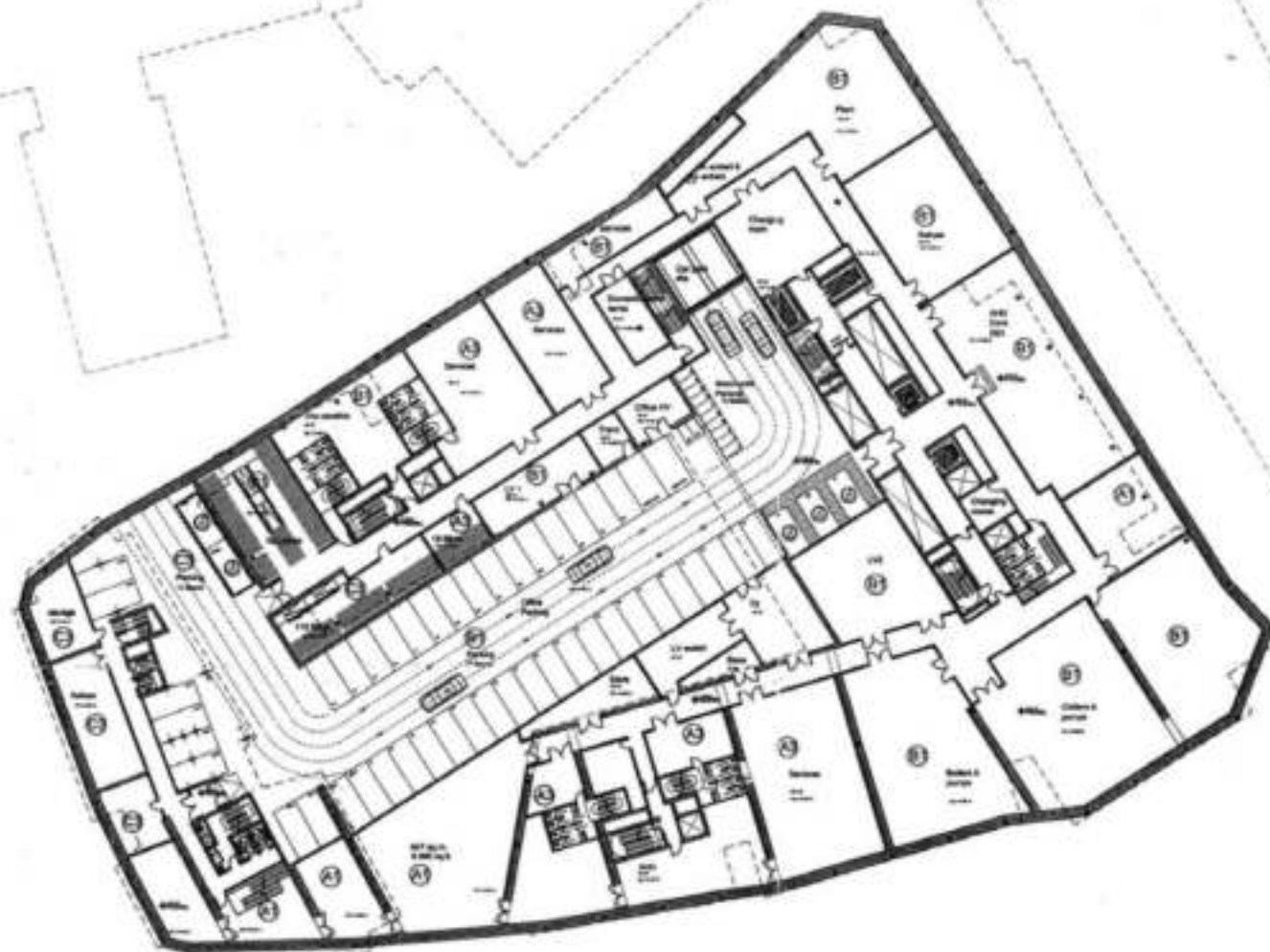
Proposed Scheme
 General Plan Basement 1

DATE
 05-01-2006

SCALE
 1:500

PLAN NO
 RP-1-00-01

REVISION
 C



Notes:

The client is responsible for checking dimensions, tolerances and references. If any discrepancies with the Architect's drawings are found, the client must notify the Architect before proceeding with the work.
Where an item is covered by drawings to different scales the larger scale drawings to be worked to.
Do not scale drawings. Figure dimensions to be worked to in all cases.

Key



Rented Units
Intermediate Rent
Shared Ownership

MR

M.P. C...
Andrew Butler



MR

date	no	revision/author
11/04	A	Minor revisions. (JH/04)
11/04	B	Revised: Design development in response to MRC and Structural requirements (grant work, ventilation shaft work, heating and FRC load paths, drainage stacks and column sizes and locations (JH/04))
09/05	C	Whoddyer accommodation relocated to the first floor - slight amendments to the 15 bedroom flat to suit revised party wall location (JH/05)
05/06	D	Whoddyer lounge details added. (JH/06)

drawn	SD	project	ST GILES COURT
checked	DSL		
scale	1:200	drawing	FIRST FLOOR PLAN PRIVATE & AFFORDABLE RESIDENTIAL
date	09/04		
PRP Architects @ 10 Dorey Street London EC3A 9AP			

purpose of issue	FOR COMMENT
drawings	A3807/1.3/31
	100 D



Notes

The architect is responsible for checking dimensions, tolerances and construction details and discrepancies with the finished building prior to construction. It is the responsibility of the client to ensure that the building is constructed in accordance with the design and construction details shown on the drawings. It is the responsibility of the client to ensure that the building is constructed in accordance with the design and construction details shown on the drawings.

Key

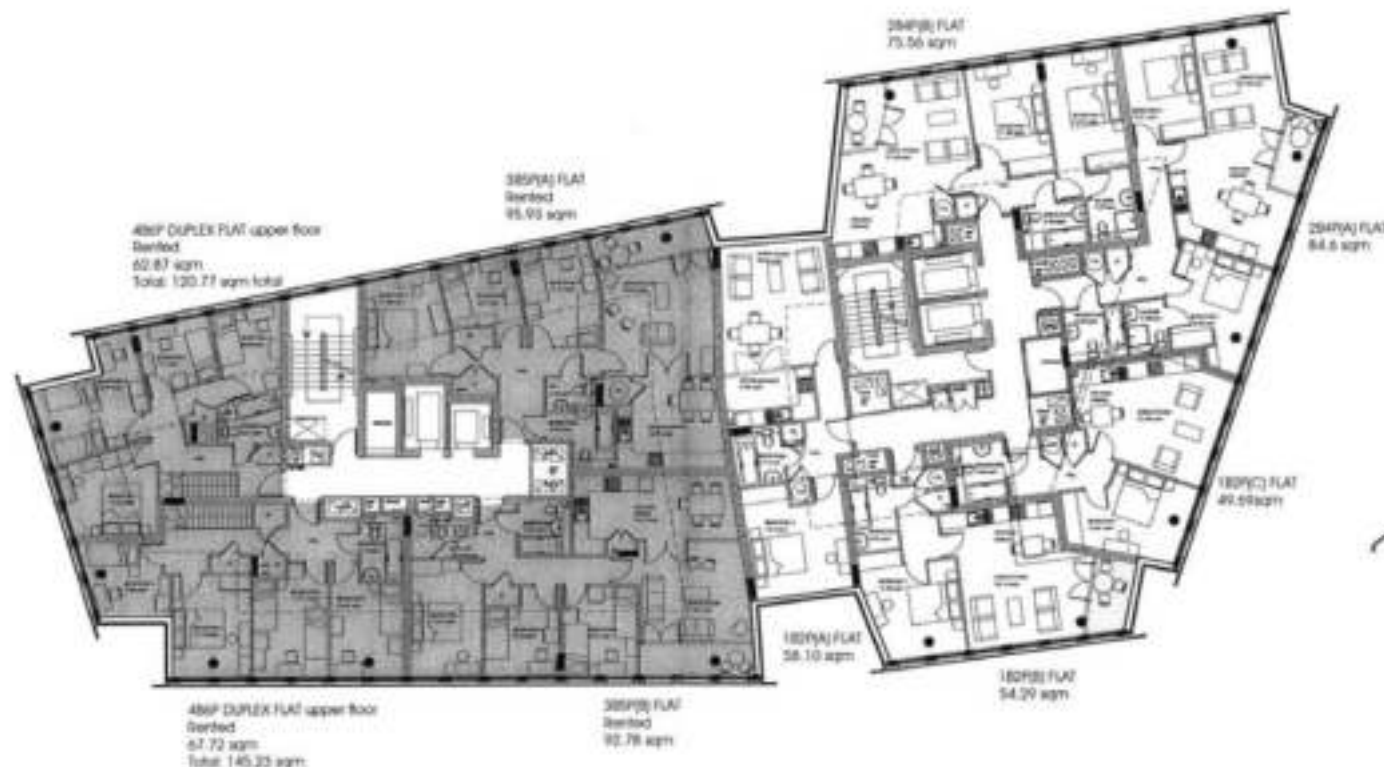


Rented Units

Intermediate Rent

Shared Ownership

MR
Andrew Bauls



AFFORDABLE

PRIVATE

date	rev	revisions/author
1/12/14	A	Affordable: Design development in response to RMC and Structural requirements (plant room, ventilation duct work, heating and HVC floor plates, storage stacks and column bases and locations (Bauls))
1/12/14	B	Private: Design development in response to RMC and Structural requirements (ventilation duct work, heating and HVC floor plates, storage stacks and column bases and locations (Bauls))
07/10/14	C	Total area of 1585P has increased (10000)
05/10/14	D	Affordable scheme action added (10000)

drawn	SD	project	ST GILES COURT
checked	DDL		
scale	1:200	drawing	SECOND FLOOR PLAN
date	05/10/14		PRIVATE & AFFORDABLE RESIDENTIAL
PRP Architects © 10 Unkley Street London EC1A 9HP			

purpose of issue
FOR COMMENT

drawing no
A3807/1.3/32

rev
D

T 020 7663 1200 F 020 7663 1201 email: info@prparchitects.co.uk

PRP

notes

The contractor is responsible for checking dimensions, tolerances and references. Notify any discrepancies with the architect before proceeding with the work.
Where dimensions are given for drawings to different scales the larger scale drawing is to be used to detail with drawing. Figure dimensions to be subject to it in all cases.

Key



Rented Units

Intermediate Rent

Shared Ownership



AFFORDABLE

PRIVATE

MR. C. C.

Andrew Bells



MR.

date	no	revision/checked
12/04	A	Minor: Design development in response to MRE and Structural requirements (plant room, ventilation duct runs, heating and TRC load paths, storage tanks and column base and locations (added))
20/04	B	Private: Design development in response to MRE and Structural requirements (ventilation duct runs, heating and TRC load paths, storage tanks and column base and locations (added))
27/05	C	Reference to fourth floor added. (added)
27/06	D	Affordable scheme details added. (added)

drawn	SD	project	ST GILES COURT
checked	DSE	scale	1:200
date	09/04	drawing	THIRD FLOOR PLAN
			PRIVATE & AFFORDABLE RESIDENTIAL
PRP Architects 15 Lindsey Street London EC1A 1HP			

purpose of issue	FOR COMMENT
drawing no	A3607/1_3/33
rev	D



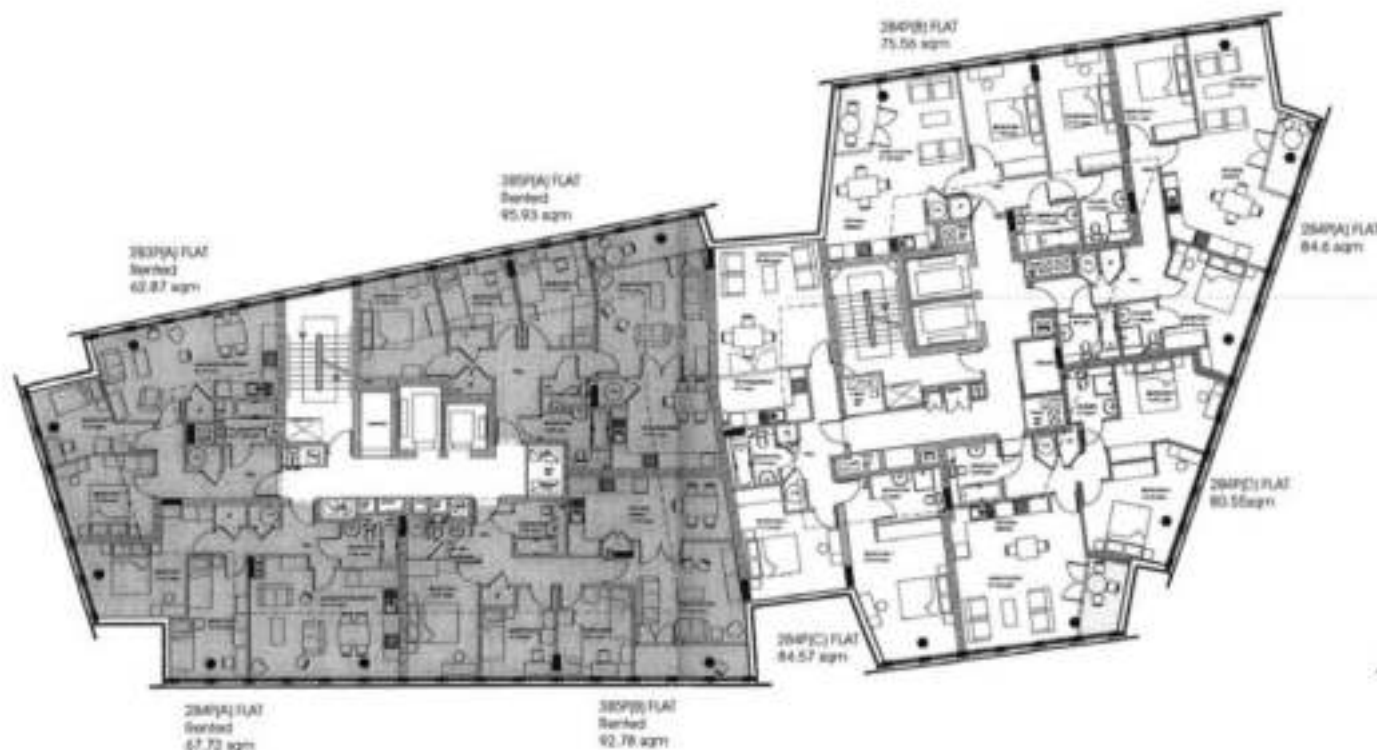
Notes

The Contractor is responsible for checking dimensions, tolerances and references, verify the dimensions with the architect before proceeding with the works.
Where an item is covered by drawings to different scales the larger scale drawing is to be used to be used as the basis for the work.
Do not scale drawings. Typical dimensions to be marked for all items.

Key



Rented Units
Intermediate Rent
Shared Ownership



AFFORDABLE

PRIVATE

Mr. G...
Andrew Bauls



MR

date	rev	description
11/04	A	Affordable: Design development in response to MRC and Structural requirements (plant room, ventilation duct work, heating and MRC feed pipes, storage ducts and column case, and insulation (bedroom))
12/04	B	Private: Design development in response to MRC and Structural requirements (ventilation duct work, heating and MRC feed pipes, storage ducts and column case and insulation (bedroom))
05/06	C	Affordable: Details added (bathrooms)
08/06	D	Doublet units confirmed. Fully revised flat types (2840(A), 2840(B), 2840(C), 2840(D))

3/1/06

drawn	DO	project	ST GILES COURT	purpose of issue	FOR COMMENT
checked	KAL			drawing no	A3807/1.3/34
scale	1:200	showing	FOURTH FLOOR PLAN		
date	08/06		PRIVATE & AFFORDABLE RESIDENTIAL		
PRP Architects Ltd 10 Lindsey Street London EC1A 9HP T 020 7653 1200 F 020 7653 1201 email prp@prparchitects.co.uk					



Notes:

The architect is responsible for checking dimensions, tolerances and annotations. It is the responsibility of the client to ensure that the drawings are consistent with the requirements of the relevant building regulations and that the drawings are consistent with the requirements of the relevant building regulations and that the drawings are consistent with the requirements of the relevant building regulations.

Key		Rented Units
		Intermediate Rent
		Shared Ownership



AFFORDABLE

PRIVATE

MR. [Signature]
Andrew Bello



[Signature]

date	no	description	drawn	checked	scale	date	project	revision	description	date	no	description
11/04	A	Affordable: Design development in response to M&C and Structural requirements (plant room, ventilation duct work, heating and HAC feed pipes, drainage stacks and column runs and laundry facilities)	00	001	1:200	05/04	ST GILES COURT		FOR COMMENT			
18/04	B	Private: Design development in response to M&C and Structural requirements (ventilation duct work, heating and HAC feed pipes, drainage stacks and column runs and laundry facilities)					5-9 FLOOR PLAN					
25/04	C	Affordable: Design development in response to M&C and Structural requirements (ventilation duct work, heating and HAC feed pipes, drainage stacks and column runs and laundry facilities)					PRIVATE 4 AFFORDABLE RESIDENTIAL					

PRP Architects Ltd 11 Ladbroke Street London W11 1JF Tel: 020 7463 1200 Fax: 020 7463 1201 Email: info@prparchitects.co.uk



Notes

The contractor is responsible for checking dimensions, tolerances and interfaces. Verify any discrepancies with the architect before proceeding with the work.
Where an item is incorrectly drawn to different scales the larger scale drawing is to be taken to be correct in drawing. Figure dimensions to be noted to fit all rooms.

Key



Rented Units

Intermediate Rent

Shared Ownership



AFFORDABLE

PRIVATE

Mr. [Signature]
Andreas Bello



[Signature]

date	rev	description/author/checked	drawn	scale	date	project	drawing	drawing no	rev	purpose of issue
1.1.04	A	Affordable: Design development in response to MRC and Structural requirements (park room, ventilation duct work, heating and FRC load pipes, storage racks and column tops and locations (Belt))	50	1:200	09/04	ST GILES COURT	10 FLOOR PLAN	A3807/11_3/36	C	FOR COMMENT
1.30.04	B	Private: Design development in response to MRC and Structural requirements (park room, ventilation duct work, heating and FRC load pipes, storage racks and column tops and locations (Belt))	50	1:200	09/04	PRIVATE & AFFORDABLE RESIDENTIAL				
05.05.04	C	Affordable: Design development in response to MRC and Structural requirements (park room, ventilation duct work, heating and FRC load pipes, storage racks and column tops and locations (Belt))	50	1:200	09/04	PRIVATE & AFFORDABLE RESIDENTIAL				

10/11/04

PRP Architects Ltd, 10 Jindley Street, London, EC1A 9HF

T 020 7653 1300 F 020 7653 1301 Email: info@prparchitects.co.uk



Notes

We cannot be responsible for checking dimensions, tolerances and references. Verify and communicate with the Architect before proceeding with the work.
Where an item is covered by drawings in different scales the largest scale drawing is to be referred to. Do not scale drawings. Figures dimensions to be stated in m or mm.

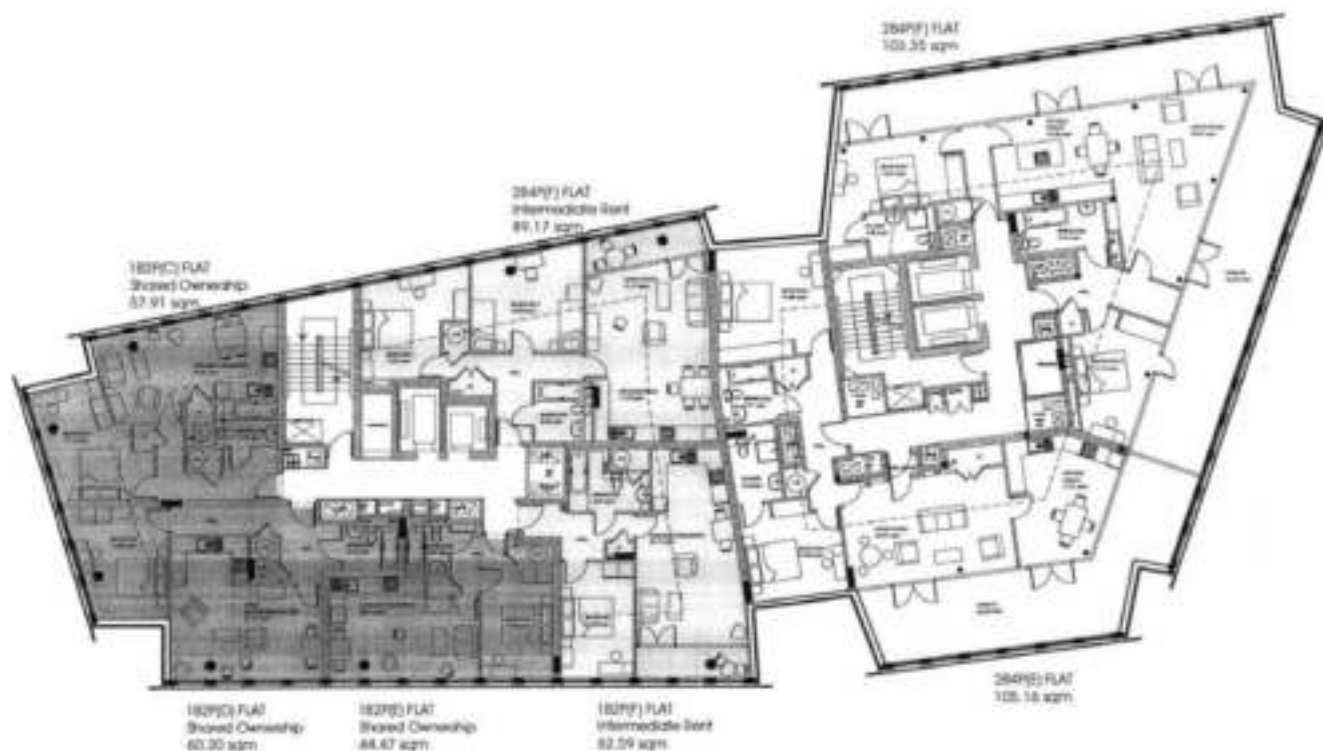
Key



Rented Units

Intermediate Rent

Shared Ownership



AFFORDABLE

PRIVATE

M.P. C...

Andrew Bells



M.P.

date	rev	revised/checked
1.01.04	A	Minor amendments to the penthouse flat P, flat area revised, bedrooms, bathrooms and living room areas also revised. Shared
1.02.04	B	Affordable: Design development in response to MRE and Structural requirements (plant room, ventilation duct area, heating and HVC feed pipes, drainage stacks and column base and locations (flat 182))
1.03.04	C	Private: Design development in response to MRE and Structural requirements (ventilation duct area, heating and HVC feed pipes, drainage stacks and column base and locations (flat 182))
1.04.04	D	Affordable: Further details added. Shared

drawn	SD	project	ST GILES COURT
checked	DNL		
scale	1:200	drawing	1st FLOOR PLAN
date	08/04		AFFORDABLE & PRIVATE
PRP Architects 10 Under Street London EC1A 9AP			

purpose of issue	FOR COMMENT
drawing no.	A3807/1.3/37
rev	D



notes

The architect is responsible for checking dimensions, tolerances and references. Verify any discrepancies with the architect before proceeding with the work.
 Where a room is covered by drawing to different scales the larger scale drawing is to be worked to.
 Do not write drawing. Figures dimensions to be written to in all cases.

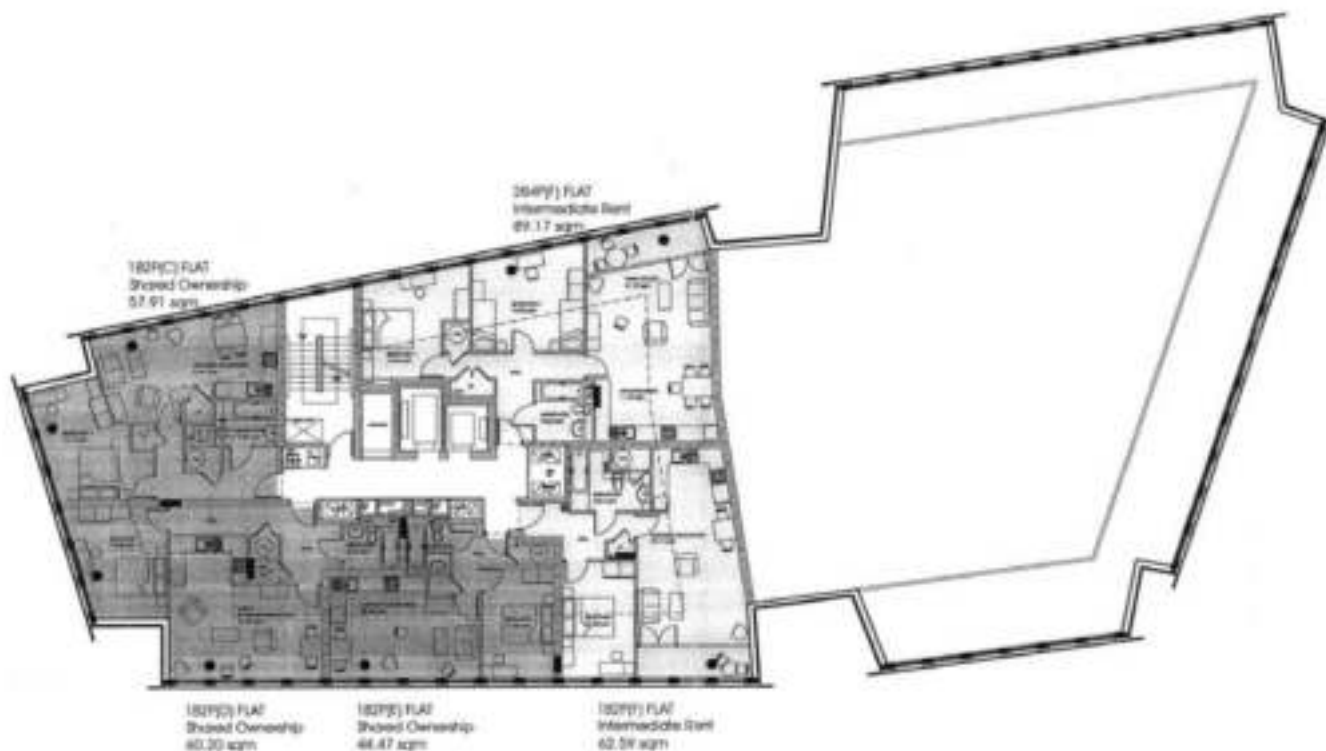
Key



Rented Units

Intermediate Rent

Shared Ownership



AFFORDABLE

PRIVATE



Handwritten signature: ALB

Handwritten signature: M. Green

Handwritten signature: Andrew Burt

date	rev	revision/checked	drawn	checked	scale	date	project	purpose of issue
1/10/04	A	Affordable: Design development in response to MRE and Structural requirements (plant room, ventilation duct work, heating and HVC feed pipes, storage stacks and column steel and locations (batter)	5/5	DEL	1:200	09/04	ST GILES COURT	FOR COMMENT
05/06	B	Affordable: Service details added (casing)					12-13 FLOOR PLAN AFFORDABLE & PRIVATE	drawing no: A3807/1.3/38 rev: B
PRP Architects Ltd 10 Windy Street London EC1A 4WP			T 020 7653 1200 F 020 7653 1201 info@prparchitects.co.uk					



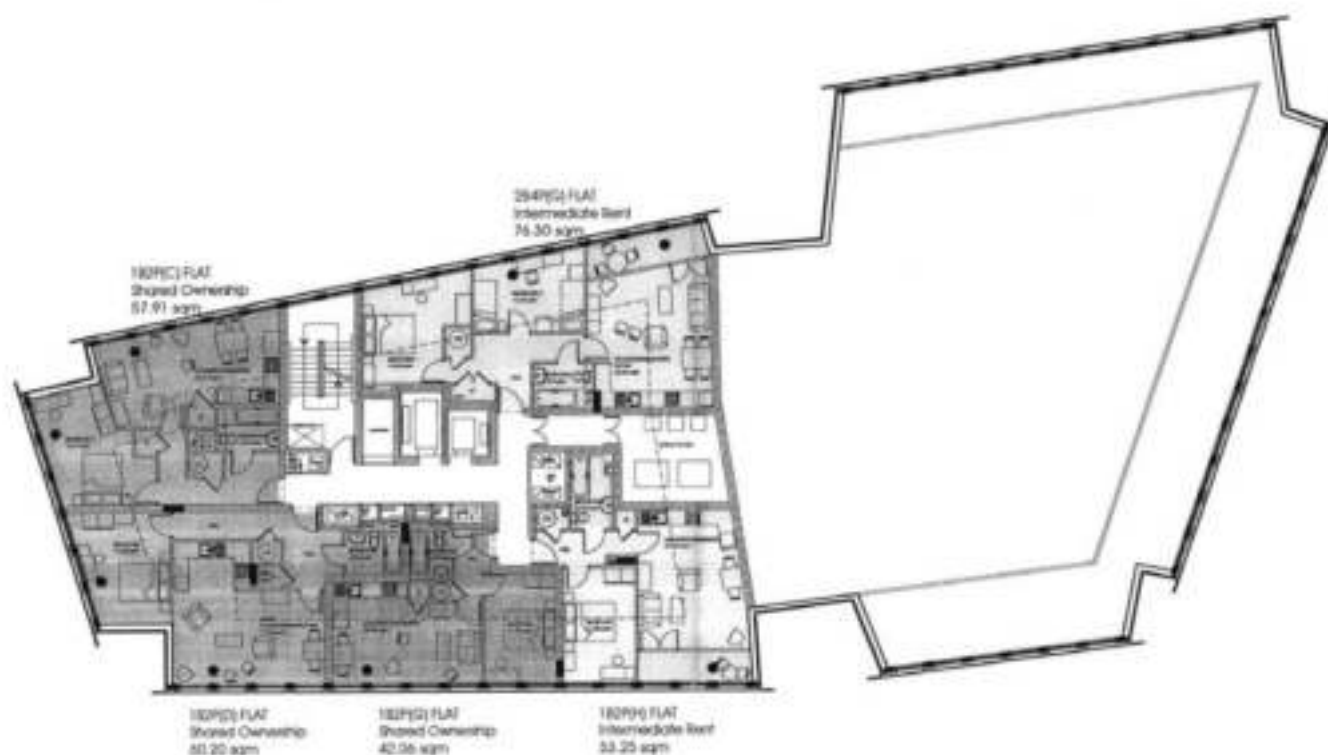
notes

- The architect is responsible for checking dimensions, tolerances and references. Early and close liaison with the architect is essential for the success of the project.
- Where a dimension is shown in brackets it indicates the figure is approximate and is to be used as a guide only.
- Do not write dimensions in pencil or light ink.

Key



Rented Units
Intermediate Rent
Shared Ownership



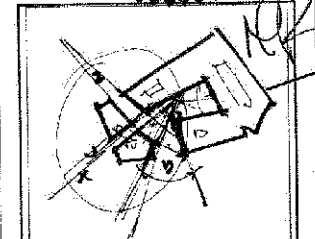
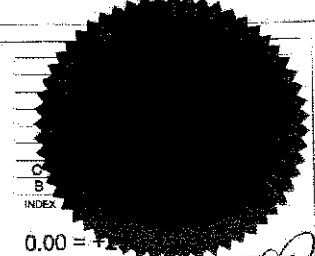
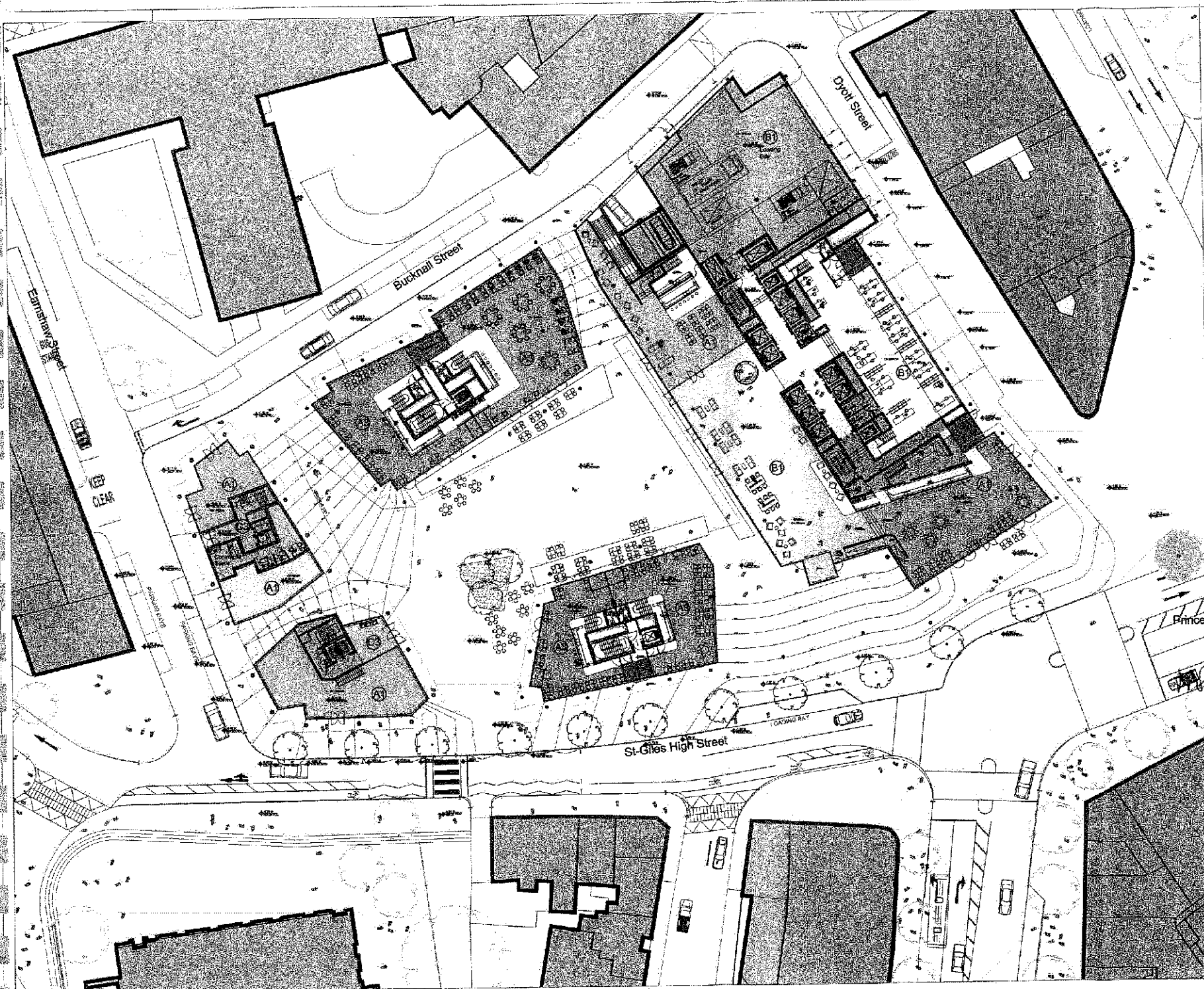
AFFORDABLE

PRIVATE

Mr. G. G. G.
Andrew Bull

date	no	revision/author	drawn	by	project	purpose of issue
05/05	A	affordable shared ownership added (initials)	checked	05/05	ST GILES COURT	PDR COMMENT
			scale	1:200	drawing	1/4 FLOOR PLAN
			date	05/04		AFFORDABLE & PRIVATE
PRP Architects 10 Dordale Street London EC1A 1RP			drawing no. A3807/1 3/39			no. A





Saint Giles Court London Application Submission Revision January 2006

APPLICANT
**LEGAL & GENERAL
ASSURANCE SOCIETY LTD.**
Bucknall House, 31 Queen Victoria Street
London EC4N 3NF
tel: +44 (0)20 7528 6500 fax: +44 (0)20 7528 6848

DEVELOPER
STANHOPE PLC
Norfolk House, 31 St James Square London SW1Y 4JJ
tel: +44 (0)20 7170 1700 fax: +44 (0)20 7170 1701
e-mail: mail@stanhope.plc.uk

ARCHITECT
RENZO PIANO BUILDING WORKSHOP
34, rue des Archives 75004 Paris
tel: +33 (0)1 44 51 45 00 fax: +33 (0)1 42 76 01 98

ENGINEERING CONSULTANT
Andrew Bull
OVE ARUP & PARTNERS
18 Fitzroy Street London W1P 6HD
tel: +44 (0)20 7636 1531 fax: +44 (0)20 7680 9324
e-mail: www.arup.com

SENDER
R.P.B.W.

FILE N°	RP-1-00-ST.dwg
TITLE	PROPOSED SCHEME Community Space
DATE	02 June 2006
SCALE	1:500
PLAN N°	RP-1-00-ST CSP
INDEX	C

Moseley & Webb
FAO. Lisa Webb
70 Queen Victoria Street
London
EC4N 4SJ

Application Ref: **2005/0259/P**
Please ask for: Barrington Bowie
Telephone: 020 7974 2630
14 September 2006

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
St Giles Court
1-13 St Giles High Street
London
WC2H 8LB

DECISION
Proposal:

Redevelopment of site for mixed use development comprising office (class B1), retail (class A1), food and drink (class A3), community (class D1) and residential (class C3) uses, new public courtyard and new pedestrian routes across the site.

REVISED PLANS / INFORMATION RECEIVED SHOWING ELEVATIONAL DESIGN ALTERATIONS.

Drawing Nos: Schedule of Application drawings; Schedules of Floor areas (Existing & Proposed);

RP-E 00.00, RP-E 00.01,

RP-E 1.00.ST, RP-E 1.00.B1, RP-E 1.00.00, RP-E 1.00.01, RP-E 1.00.02
RP-E 1.00.03, RP-E 1.00.04, RP-E 1.00.05, RP-E 1.00.06, RP-E 1.00.07,
RP-E 1.00.08, RP-E 1.00.RF

RP-E 2.00.01, RP-E 2.00.02

RP-E 3.00.01, RP-E 3.00.02, RP-E 3.00.03

RP-0.00.01, RP-2.00.SE

RP-1.00.B1, RP-1.00.B2, RP-1.00.ST, RP-1.00.MZ, RP-1.00.EW, RP-1.00.TP,
RP-1.00.RF, Matrix 1 (Rev A) Traffic Layout 1 1, Matrix 2 (Rev A) Traffic Layout 2 1, Matrix 3
(Rev A) Traffic Layout 3 1

RP-1.OF.01, RP-1.OF.02, RP-1.OF.03, RP-1.OF.04, RP-1.OF.05,
RP-1.OF.06, RP-1.OF.07, RP-1.OF.08, RP-1.OF.09, RP-1.OF.10, RP-1.OF.RF, RP-
1.OF.TRF

RP-1.HH.01, RP-1.HH.02, RP-1.HH.03, RP-1.HH.04, RP-1.HH.05, RP-1.HH.06,
RP-1.HH.07, RP-1.HH.08 Housing plan Level 08, RP-1.HH.09, RP-1.HH.10,
RP-1.HH.11, RP-1.HH.12, RP-1.HH.13, RP-1.HH.14, RP-1.HH.RF

RP-2.00.AA, RP-2.00.BB, RP-2.00.CC, RP-2.00.DD, RP-2.00.EE, RP-2.00.FF, RP-2.00.GG,
RP-2.00.HH

RP-3.00.OS, RP-3.00.OE, RP-3.00.OF, RP-3.00.OV

RP-DT-1001, RP-DT-1002, RP-DT-1003, RP-DT-1004, RP-DT-1005

Planning Statement; Design Statement; Addendum to Design Statement; Transport
Assessment and Appendices; Addendum to Transport Assessment; Public Realm
Statement; Retail & Catering Assessment; Pedestrian Movement Report; Outline
Management Strategy; Addendum to Outline Management Strategy; Pre-BREEAM
Assessment; Eco Homes Assessments (for private and affordable housing); Access
Statement; Energy Efficiency and Renewable Energy Statement; Archaeological Evaluation
Method Statement; Landscape Strategy Report; Environmental Statement: Main Text ,
Addendum to Regulation 19 Environmental Statement Volume 1: Chapter 11, Wind
Assessment; Addendum to Regulation 19 Environmental Statement Volume 1: Chapter 12;
Daylight & Sunlight Assessment; Environmental Statement Volume 2: Townscape, Built
Heritage and Visual Assessment; Addendum to Regulation 19 Environmental Statement
Volume 2: Townscape, Built Heritage and Visual Assessment; Environmental Statement
Volume 3: Technical Appendices; Environmental Statement Volume 4: Non-Technical
Summary

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 five

years from the date of this permission.

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

- 2 Detailed drawings and/or samples of materials, as appropriate, shall be submitted to and approved in writing by the local planning authority before the relevant parts of the work are commenced, and the approved details/materials shall thereafter be implemented and retained:

- i) All external facing materials with respect to the following elements: windows, glazing, balconies/terraces, balustrading, doors, facing materials (other than the ceramic cladding), render, louvers, cladding/curtain wall framing system, roof materials and green roof elements. A sample materials board of these details shall be erected and maintained on site throughout the construction period;

- ii) Typical sections at a scale of 1:1 of all external windows, balconies/balustrades and glazing (demonstrating the extent of recess) shall be submitted to the local planning authority for approval prior to works commencing;

REASON: In order to safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1, EN13, EN31 and EN37 of the London Borough of Camden Unitary Development Plan 2000 and policies B1 and B7 of the Revised Deposit Draft Unitary Development Plan as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 3 The form, colour and texture properties of the proposed facing material, namely the facets of glazed ceramic cladding, shall be the subject of additional assessment and submission to, and approval by the local planning authority, to ensure their appropriateness to the development and its context. A full scale (1:1) mock up of a section of the building (agreed between the local planning authority and the applicant) shall be erected on site, to enable the local planning authority to make their assessment, prior to approval of this material. The development shall not be carried out other than in accordance with the details of the approved materials.

REASON: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1, EN13, EN31 and EN37 of the London Borough of Camden Unitary Development Plan 2000 and policies B1 and B7 of the Revised Deposit Draft Unitary Development Plan as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 4 Details of proposed slab levels of the development, in relation to the existing and proposed levels of the site and the surrounding land, shall be submitted to and approved by the local planning authority before development of the relevant part commences. The development shall not be carried out other than in accordance with such details as approved.

REASON: In order to ensure that the height of the development is no greater than indicated on the approved drawings, so as to protect the availability of light enjoyed by nearby residential premises, in accordance with policy EN19 of the Adopted Camden UDP 2000 and policy SD6 of the Revised Deposit Draft Unitary Development Plan as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 5 No works in respect of the development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas for the respective parts of the development have been submitted to and approved by the local planning authority. Such details shall include any proposed earthworks including grading, mounding and other changes in ground levels.

REASON: To enable the local planning authority to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies EN15 and EN31 of the London Borough of Camden Unitary Development Plan 2000 and B1 and B7 of the Revised Deposit Draft Unitary Development Plan as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 6 Prior to occupation of the proposed development, all hard landscaping works shall be carried out to a reasonable standard in accordance with details approved in accordance with Condition 5 (unless otherwise agreed by the local planning authority), and all soft landscaping shall be carried out by not later than the end of the planting season following completion of the development or any phase of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season.

REASON: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies EN15 and EN31 of the London Borough of Camden Unitary Development Plan 2000 and B1 and B7 of the Revised Deposit Draft Unitary Development Plan as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 7 A method statement for the protection of all trees to be retained and affected by construction works shall be submitted to and approved by the local planning authority prior to any works commencing on site, and the approved measures implemented and thereafter maintained.

REASON: To ensure a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies EN15 and EN35 of the London Borough of Camden Unitary Development Plan 2000 and B1, B7 and N7 of the Revised Deposit Draft Unitary Development Plan as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 8 No meter boxes, flues, vents, pipes or other attachments not shown on the approved drawings shall be fixed or installed on the external faces of the building without the prior written consent of the local planning authority.

REASON: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1, EN13, EN31 and EN37 of the London Borough of Camden Unitary Development Plan 2000 and policies B1 and B7 of the Revised Deposit Draft Unitary Development Plan as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 9 Details of plant (including an acoustic report, sound attenuation and acoustic isolation from the structure) to be installed as part of the development shall be submitted to and approved by the local planning authority prior to commencement of each part of the development. The development shall only be carried out in accordance with such approved details including specified maximum noise levels, and thereafter maintained.

REASON: To ensure that the appearance of any external plant is compatible with the appearance of the building and the area and to ensure that residential amenities are protected, in accordance with policies RE2 (Residential amenity), EN5, EN6 (Disturbance from plant and machinery), EN13 (Design of new development) and DS6 (Noise standards) of the Adopted Camden UDP 2000 and policies SD6, SD7 and B1 of the Revised Deposit Draft Unitary Development Plan as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

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

REASON: To safeguard the visual amenity of the proposed and the area generally, in accordance with policies EN1 and EN13 (Design of new development) of the London Borough of Camden Unitary Development Plan adopted 2000, and policies S1, S2 and B1 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

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

REASON: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies RE2 (Residential amenity), EN6 (Disturbance from plant and machinery), DS6 (Noise standards) of the London Borough of Camden Unitary Development Plan 2000 and policies SD1, SD6 and SD7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 12 For each of the octave band of centre frequencies 63Hz-8KHz inclusive, noise from all plant and machinery shall at all times add not more than 1 decibel to the ambient noise level expressed as LA90 in the same octave band as measured 1 metre outside the window of any residential premises.

REASON: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies RE2 (Residential amenity), EN6 (Disturbance from plant and machinery), DS6 (Noise standards) of the London Borough of Camden Unitary Development Plan 2000 and policies SD1, SD6 and SD7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 13 The development shall be carried out in strict accordance with the provisions of the following submitted reports: Traffic Impact Assessment (Jan 2005) and addendum (Oct 2005) and Outline Management Strategy (Jan 2005) and addendum (Oct 2005), unless otherwise agreed by the local planning authority.

REASON: To ensure that the development can be accommodated within the capacity of the transport provision in accordance with policy T2 of the Revised Deposit Draft UDP and that the amenities of occupiers and neighbours are safeguarded in accordance with policy SD6 of the Revised Deposit Draft Unitary Development Plan as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 14 No development shall take place until the applicant has secured the implementation of a programme of archaeological investigation, which has been submitted by the applicant and approved by the local planning authority. The development shall only take place in accordance with the detailed scheme pursuant to this condition. A suitably qualified investigating body acceptable to the local planning authority shall carry out the archaeological works.

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 policies EN41 and EN42 of the London Borough of Camden Unitary Development Plan 2000 and policy B8 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 15 Prior to commencement on site, additional Lifetime Homes information in respect of the Access Statement (Oct 2005), shall be submitted to and approved by the local planning authority. This information must show that all the 16 relevant points have been met, or where this is not feasible, the provision of a full and detailed justification.

REASON: In order to secure housing with a suitable level of access for all, in accordance with the requirements of policy H7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 16 The commercial developments shall not be occupied until the whole of the commercial car parking provision shown on the approved drawings is provided. Thereafter the whole of the car parking provision shall be retained and used for no purpose other than for the parking of vehicles of the commercial occupiers and users of the development.

REASON: To ensure that the use of the premises does not add to parking pressures in surrounding streets that would be contrary to policies RE2 and TR17 of the London Borough of Camden Unitary Development Plan 2000 and policy T7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 17 The residential development shall not be occupied until the whole of the residential car parking provision shown on the approved drawings is provided. Thereafter the whole of the residential car parking provision shall be retained and used for no purpose other than for the parking of vehicles of the allocated residential (private and affordable) occupiers and users of the development.

REASON: To ensure that the use of the premises does not add to parking pressures in surrounding streets that would be contrary to policies RE2 and TR17 of the London Borough of Camden Unitary Development Plan 2000 and policy T7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 18 The five disabled car parking spaces allocated for the residential and commercial elements of the proposal shall be marked out clearly prior to occupation of the relevant part of the development and maintained and used only for that purpose thereafter.

REASON: To ensure that the scheme is accessible for all, in accordance with policies RE3, TR17 and DS8 of the London Borough of Camden Unitary Development Plan 2000, and policy T3 of the of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 19 Prior to occupation of the premises, the access and servicing areas shall be marked out, kept free of obstruction and maintained as such thereafter.

REASON: To define the permission and to ensure that the use of the premises does not add to parking pressures in surrounding streets that would be contrary to policies RE2 and TR17 of the London Borough of Camden Unitary Development Plan 2000 and policy T7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 20 The 12 motorcycle and 319 cycle parking spaces shown on the approved drawings shall be provided prior to occupation of the development and shall thereafter be retained and used for no purpose other than for the parking of motorcycles and cycles for users and occupiers of the development.

REASON: To define the permission and to ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to policies RE2 and TR17 of the London Borough of Camden Unitary Development Plan 2000 and policy T7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 21 Sustainable drainage measures in line with Appendix E of PPG25 shall be carried out to restrict the discharge to the greenfield rate in accordance with details, which shall have been submitted to and approved before the development commences, unless otherwise approved in writing by the local planning authority.

REASON: To minimise risk of flooding and improve water quality, in accordance with policies RE2, EN1 and EN19 of the London Borough of Camden Unitary Development Plan 2000 and policy SD1 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 22 The construction of the site drainage system shall be carried out in accordance with the details submitted to and approved in writing by the local planning authority before the development commences.

REASON: To prevent pollution of the water environment, which would be contrary to policies RE2, EN1 and EN19 of the London Borough of Camden Unitary Development Plan 2000 and policy SD1 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 23 No development shall take place until:
- a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for the approval by the local planning authority.
 - b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the local planning authority.
 - c) The applicant shall notify the local planning authority when remediation works commence. All approved remediation measures shall be implemented strictly in accordance with the approved details.

REASON: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous use of the site in accordance with policy EN10 of the London Borough of Camden Unitary Development Plan 2000 and policy SD10 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 24 Prior to commencing any construction on the site, a baseline noise monitoring

survey shall be carried out and made available to the local planning authority.

REASON: To ensure a sustainable development and to safeguard the amenities of the development, adjoining premises and the area generally and to ensure that the development is carried out in accordance with the provisions of the submitted Environmental Impact Assessment (Jan 2005 and as subsequently amended), in accordance with policies EN1, EN5, and RE2 of the London Borough of Camden Unitary Development Plan 2000 and policies SD6 and SD7 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on the 11th January 2006 (now adopted June 2006).

- 25 Before the use commences, details of the method of storage and waste removal (including recycled materials and ensuring inward opening refuse gates) shall be submitted to and approved by the local planning authority and the approved method shall thereafter be implemented and maintained.

REASON: To safeguard the amenities of the adjoining premises and the area generally, in accordance with the requirements of policies PU5 of the London Borough of Camden Unitary Development Plan 2000 and policy SD1 of the revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 26 Prior to commencement of works, BREEAM and EcoHomes Design Stage Assessments using the relevant tools for each component of the development must be submitted to and approved by the local planning authority. To be approved by the local planning authority, these assessments must show compliance with the submitted pre-assessment ratings, or provide satisfactory justification from the BREEAM Assessor for any non-compliance.

REASON: In order to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation in accordance with the requirements of policy EN12 of the London Borough of Camden Unitary Development Plan 2000 and policy SD9C of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006), as well as London Plan policies.

- 27 Prior to commencement of works, an Energy Statement and plans describing and illustrating the energy generation and heating and cooling systems in the development must be submitted to and approved by the local planning authority. To be approved by the local planning authority, the statement and plans must show:

a. A biomass heating system, including fuel storage and access arrangements, that accords with the submitted Energy Efficiency and Renewable Energy Statement for the London Plan (Rev A - April 2006);

b. The location reserved for possible future installation of photovoltaic cell panels on the roof of the development, including the probable layout of the panels;

c. Any additional requirements agreed with the Greater London Authority relating to energy systems, for example, a combined heat and power system, or community heating system; and

d. Any changes to this provision that are agreed by the local planning authority and the Greater London Authority.

REASON: In order to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation in accordance with the requirements of policy EN12 of the London Borough of Camden Unitary Development Plan 2000 and policy SD9C of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006), as well as London Plan policies.

- DRAFT**
- 28 Prior to occupation of any relevant part of the development, the applicant must construct and implement the measures in the approved Energy Statement and maintain them thereafter.

REASON: In order to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation in accordance with the requirements of policy EN12 of the London Borough of Camden Unitary Development Plan 2000 and policy SD9C of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006), as well as London Plan policies.

- DECISION**
- 29 Prior to commencement of works, a Water Recycling Statement and plans describing and illustrating the water recycling and re-use systems in the development, must be submitted to and approved by the local planning authority. To be approved by the local planning authority, the statement and plans must show:

a. Collection and storage of all runoff from the green roofs and roof terraces on the office building, as shown on the approved drawings, and all wastewater from the air conditioning system in the office building;

b. Re-use of the collected water within the development for the following purposes, with preference in the order shown:

- i. Flushing toilets in the residential and office buildings
- ii. Watering landscaping at ground and other floor levels throughout the development
- iii. Watering green roofs on the office building

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

REASON: In order to secure the appropriate water efficiency and sustainable drainage measures, in accordance with the requirements of policy EN12 of the London Borough of Camden Unitary Development Plan 2000 and policy SD9B of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed

by the Council's Executive on 11th January 2006 (now adopted June 2006), as well as London Plan policies.

- 30 Prior to occupation of any relevant part of the development, the applicant must construct and implement the measures in the approved Water Recycling Statement (incorporated within the Sustainability Plan) and maintain them thereafter.

REASON: In order to secure the appropriate water efficiency and sustainable drainage measures, in accordance with the requirements of policy EN12 of the London Borough of Camden Unitary Development Plan 2000 and policy SD9B of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006), as well as London Plan policies.

- 31 Surveys shall be carried out immediately prior to construction and on completion of each part of the development to assess the impact of that part of the development on terrestrial television reception. The surveys, including any necessary mitigation measures to ensure satisfactory terrestrial television reception for nearby residents shall be submitted to the local planning authority for approval in writing, prior to first occupation of that part of the development, and thereafter implemented within 2 months and maintained.

REASON: In order to safeguard the amenity of adjoining occupiers in accordance with the requirements of policies RE2 of the London Borough of Camden Unitary Development Plan 2000 and policy SD6 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 32 The ground floor A1 and A3 units shown on the approved plans shall be closed and cleared of customers and staff between midnight and 0700 hours and 2330 hours and midnight on Sundays to Thursdays and bank and public holidays, and between midnight and 0700 hours on Fridays and Saturdays, and shall not be open at any other time without the prior written consent of the local planning authority. No sound emanating from these premises shall be audible within any adjoining premises between these hours.

REASON: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies RE2 and SH18 of the London Borough of Camden Unitary Development Plan 2000 and policies SD6, R1b, R2 and R3 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 33 The courtyard area shall be cleared of customers sitting or standing out in relation to the ground floor A1 and A3 units shown on the approved plans between midnight and 0800 hours and 2100 hours and midnight 7 days a week, and bank and public holidays.

REASON: To safeguard the amenities of the adjoining premises and the area

generally in accordance with the requirements of policies RE2 and SH18 of the London Borough of Camden Unitary Development Plan 2000 and policies SD6, R1b, R2 and R3 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 34 Details of community safety measures throughout the site shall be submitted to the local planning authority for approval prior to implementation of the scheme, and the approved measures implemented prior to occupation of the premises and thereafter maintained.

REASON: To secure appropriate community safety measures in accordance with the requirements of policy EN20 of the of the London Borough of Camden Unitary Development Plan 2000 and policy SD1D of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

- 35 None of the development hereby permitted shall be commenced until detailed design and method statements for all the ground floor structures, foundations and basements and for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority which:

- a) accommodate the proposed location of the Crossrail structures and tunnels,
- b) accommodate ground movement arising from the construction thereof; and
- c) mitigate the effects of noise and vibration arising from the operation of the Crossrail railway within the tunnels.

The method statements to be submitted under this condition shall include arrangements to secure that, during any period when concurrent construction is taking place of both the development hereby permitted and of the Crossrail structures and tunnels in or adjacent to the site of that development, the development shall be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs a) to c) of this condition shall be completed in their entirety before any part of the buildings hereby permitted are occupied.

REASON: In order to safeguard and satisfactorily facilitate the future construction of Crossrail Line 1 and Crossrail Station eastern ticket hall (Tottenham Court Road), in accordance with the requirements of policies TR5 and LU1 of the London Borough of Camden Unitary Development Plan 2000 and policies T4A and TP1 of the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006).

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts, which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. The penalty for contractors undertaking noisy works outside permitted hours is a maximum fine of £5,000 per offence. You are advised to consult the Council's Environmental Health Division, Camden Town Hall, Argyle Street, WC1H (Tel. No. 020 7974 4444) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The ground floor A3 units as shown on the plans are approved for the purposes of use within Use Class A3 only and for no other use.
- 4 The works requested to construct the eastern ticket hall of the Crossrail Station at Tottenham Court Road require the use of St Giles High Street and Eamshaw Street. The highway proposed will remove road capacity during the construction of the new ticket hall. It is therefore requested that the detailed design, implementation and timing of the highway works to the roads or footways of St Giles High Street or Eamshaw Street and be agreed in writing with Cross London Rail Links Ltd (CLRL) to ensure that the final highway schemes are mutually compatible.
- 5 REASONS FOR GRANTING PERMISSION:

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Unitary Development Plan 2000, London Plan and the Revised Deposit Draft UDP as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 (now adopted June 2006); with particular reference to the policies identified within Section 6 of the Committee Report (6 July 2006), and any supplementary papers (6 July 2006). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report. .

Yours faithfully

DRAFT

DECISION

FIRST SCHEDULE

HIGHWAY AND ENVIRONMENTAL WORKS

For the avoidance of doubt the items marked "Pre A" on the list below are the "Highways and Environmental Works Pre A" the numbered items marked A on the list below are the "Highways and Environmental Works A" and the numbered items marked B on the list below are the "Highways and Environmental Works B" and such works are shown in principle on drawing number P_101_002

	Schedule of works for St Giles Section 106 Agreement			
	8th March 2006		Application Number: 2005/0259/P	
	All footway upgrade works to include repaving to the Council's Boulevard standard, with concrete or yorkstone paving as indicated on plan, kerb realignments and replacements as appropriate if necessary and appropriate drainage if necessary, unless otherwise specified.			
	All carriageway upgrade works to include resurfacing or reconstruction as appropriate, re-signing as appropriate and lining, unless otherwise specified.			
	Signalling work to include all works required by TfL's Traffic Signals Section to replace ducting, drawpits, poles, heads, cabling, loops, tactile paving, controllers, etc. to achieve proposed altered traffic movements, with reinstatement to match existing surfaces, unless otherwise specified.			
	Road Closures to include all works, Traffic Management Orders and consultation (public and statutory) required to close and pedestrianise the road.			

	Schedule	Item	Cost	Detail
	Pre A	Consultation Fees	£50,000	To be submitted by the Developer on application approval and signing of the Section 106 or
	Pre A	Modelling Fees	£60,000	To be submitted by the Developer on application approval and signing of the Section 106 or
Item	Schedule	Street	Works	Location
1	A	Bucknall Street	Carriageway upgrade	From Car lift entrance to Earnshaw Street
2	A	Bucknall Street	Carriageway upgrade	Dyott Street to Bloomsbury Street
3	A	Bucknall Street	Junction table	to cover Bucknall/Dyott St Junction
4	A	Bucknall Street	Raised entry	Junction with Bloomsbury Street
5	A	Bucknall Street	Footway upgrade	From Earnshaw Street to Dyott Street South side
6	A	Bucknall Street	Footway upgrade	Dyott Street to Bloomsbury Street, both sides
7	A	Earnshaw Street	Carriageway upgrade	From Bucknall Street to St Giles High Street
8	A	Earnshaw Street	Footway upgrade	From Bucknall Street to St Giles High Street, East side
9	A	Dyott Street	Road Closure	From Service bay to Shaftesbury Avenue
10	A	Dyott Street	Footway upgrade	From Service bay to Shaftesbury Avenue

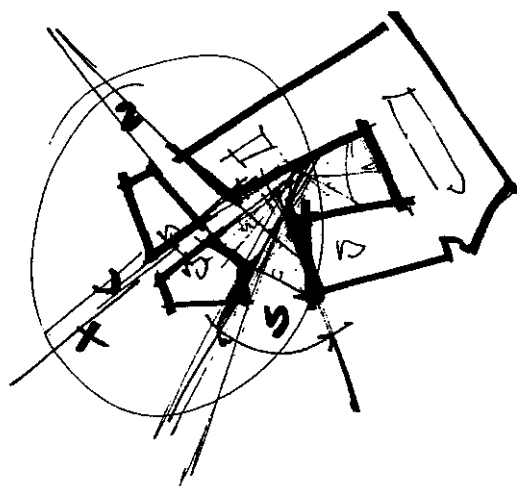
11	A	Dyott Street	Footway upgrade	From Bucknall Street to New Oxford Street, both sides
12	A	Dyott Street	Carriageway upgrade	From Bucknall Street to New Oxford Street
13	B	St Giles High Street	Carriageway upgrade	Earnshaw St to Shaftesbury Avenue
14	B	New Compton Street	Raised entry	Junction with St Giles High Street
15	A	St Giles High Street	Footway upgrade	Earnshaw St to Shaftesbury Avenue, North side
16	B	St Giles High Street	Footway upgrade	Corner of Earnshaw Street and St Giles High Street. Area adjacent to Residential development.
17	B	St Giles High Street	Footway upgrade	Denmark St to New Compton St, South side
18	A	St Giles High Street	Footway upgrade	New Compton St to Shaftesbury Avenue, South side
19	A	Shaftesbury Avenue	Carriageway upgrade	Monmouth Street to St Giles High Street
20	A	Shaftesbury Avenue	Footway upgrade	Monmouth Street to St Giles High Street, East side
21	A	Shaftesbury Avenue	Footway upgrade	Monmouth Street to St Giles High Street, West side
22	A	Shaftesbury Avenue	Road Closure	High Holborn to Bloomsbury Street
23	A	Shaftesbury Avenue	Road Closure	Bloomsbury Street to New Oxford Street

24	A	Shaftesbury Avenue	Footway upgrade	High Holborn to Bloomsbury Street, both sides
25	A	High Holborn	Carriageway upgrade	St Giles High Street to Bloomsbury Street
26	A	High Holborn	Carriageway upgrade	Bloomsbury Street to Museum Street
27	A	High Holborn	Footway upgrade	Shaftesbury Avenue to east side of Bloomsbury Street, South side
28	A	High Holborn	Footway upgrade	Shaftesbury Avenue to east side of Bloomsbury Street, North side
29	A	Bloomsbury Street	Carriageway upgrade	New Oxford Street to High Holborn
30	A	Bloomsbury Street	Footway upgrade	West Side, New Oxford Street to North side of Shaftesbury Avenue,
31	A	Bloomsbury Street	Footway upgrade	West Side, North side of Shaftesbury Avenue to High Holborn
32	A	Bloomsbury Street	Footway upgrade	East Side, New Oxford Street to opposite Bucknall Street
33	A	Bloomsbury Street	Footway upgrade	East Side, opposite Bucknall Street to South side of Shaftesbury Avenue
34	A	Bloomsbury Street	Footway upgrade	East Side, South side of Shaftesbury Avenue to High Holborn
35	A	Princes Circus	Environmental enhancements	South Square, formed by the pedestrianisation of Shaftesbury Avenue between High Holborn and Bloomsbury Street.
36	A	Junction 1	Signalling work	Shaftesbury Avenue/St Giles High Street/High Holborn

37	A	Junction 2	Signalling work	Bloomsbury Street/High Holborn
38	A	Junction 3	Signalling work	High Holborn/Drury Lane/Museum Street
39	A	Junction 4	Signalling work	Museum Street/New Oxford Street/ Bloomsbury Way
40	A	Junction 5	Signalling work	Shaftesbury Avenue/Coptic Street/New Oxford Street
41	A	Junction 6	Signalling work	New Oxford Street/Bloomsbury Street
42	A	Junction 7	Signalling work	Shaftesbury Avenue/Bloomsbury Street
BS1	A	Bus stop	Upgrade	
BS2	A	Bus Stop	Upgrade	Bloomsbury Way - Outside Tavistock Chambers

SECOND SCHEDULE

Legal & General Assurance Society Ltd



ST GILES COURT REDEVELOPMENT

Art Plan

CONTENTS

1. SUMMARY
2. BACKGROUND
3. CREATIVE RATIONALE
4. COMMISSIONING STRUCTURE AND PROJECT DESCRIPTIONS
5. PROCUREMENT ROUTES
6. MAINTENANCE

1. SUMMARY

The Developer is committed to commissioning Art as part of the new spaces that will be created for St Giles Court. The aim is to create a high quality and innovative public art project that will contribute to the identity of the development, to the sense of place, and to the enjoyment of its users.

2. BACKGROUND

2.1 Purpose of Plan

To demonstrate the commitment of the Developer in their approach to the development of an innovative and appropriate art programme. The plan will provide a structure for collaboration between the Developer, design team and artist.

The role of Art is critical in the development of new urban spaces. Working with artists, the sense of place will be enhanced helping to reveal unexplored cultural, social or physical connections within the development and its surrounding community.

2.2 Art plan structure

In order to embed the art programme within the life of the development, an approach has been taken to devise a commissioning structure whilst leaving detailed areas of the project to evolve as Artist, Architect and the Developer engage in the commissioning process. This process will create a permanent project of high aesthetic and build quality.

2.3 Role of Art Consultant

The Developer will appoint an Art Consultant to ensure the suitability of artists to be considered, and to manage the selection and commissioning of the art. The Art Consultant's fees will be paid by the Developer in addition to the Art Contribution.

3. CREATIVE RATIONALE

3.1 Approach

The plan seeks to respond to the physical nature of the development and seeks to heighten awareness of space and the environment.

4. COMMISSIONING STRUCTURE AND PROJECT DESCRIPTIONS

4.1 Commissioning structure

The aim of the art programme is to create physical works of art through a creative and collaborative process between Artist, Developer and Architect.

4.2 Location and form of Artwork

It is proposed that the Courtyard will be the location of the principal artwork which could be in the form of sculpture, or mobile or be integrated into the facades.

5. PROCUREMENT ROUTES

5.1 Project development

The development of the art programme will be flexible and respond to the evolving needs of the development.

5.2 Management of strategic overview

A small commissioning / steering group will be established to guide the strategic development of art procurement. This group will comprise of the Developer, the Development Manager, the Architect and the Art Consultant (The Arts Board). Others such as the LB Camden Arts officer may join the group in an advisory capacity. The role of the group will be to:

- Agree the strategic direction of the programme.
- Approve the project brief.
- Approve budget and programme.
- Approve design and implementation stages.

5.3 Project Artist selection

Artists and creatives will be selected through competitive interview from a shortlist or by invited competition for which the selected artists will receive an honorarium. It will be essential that artists can communicate their ideas and collaborate effectively as well as having the aesthetic and design capability that this project demands.

The selection panel will be the Arts board.

The primary aim of the programme will be to develop an art and design strategy befitting this type and form of major development. It is expected that the significance of the project and its location will attract artists who will relate to the specific nature and audience of the commissions. There will be an uncompromising stance taken to ensure that artists will be selected on the basis of their ability to fulfil the brief rather than their geographical location.

5.4 Good practice

The art programme will be developed and delivered in line with current forms of good practice of art commissioning practice. The indicators for this practice will be:

- The setting up of a strategic commissioning group.
- The continued use of an arts consultancy.
- Open and clear decision-making.
- The use of artist specific contracts in line with ACE (Arts Council of England) guidelines.
- The payment of fees in line with ACE recommendations.
- The development of clear project briefs.
- The use of fair contracts for artist engagement.

5.5 Stakeholder consultation

We will establish key stakeholders drawn from immediate neighbours, Circle Anglia Housing Group and the owners of the private housing (if applicable). They will be consulted during the process of establishing the brief, the shortlist and the proposed Artist.

5.6 Art management

The Art Consultant will continue to manage the art procurement process working with the Developer.

The main roles of Art Consultant will be to:

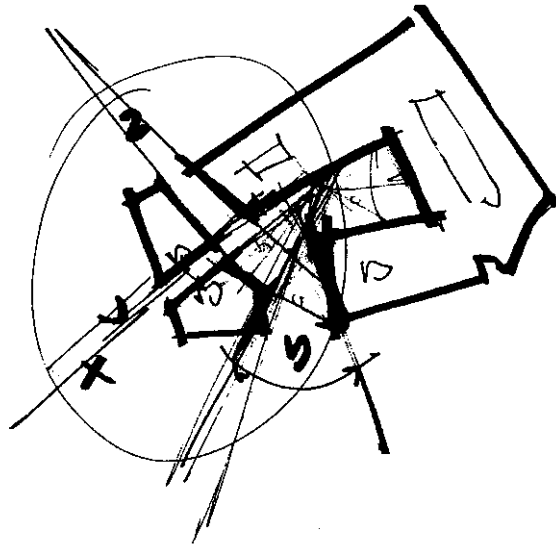
- Write the artist brief.
- Provide information and support on the selection of artists.
- Ensure integration of the art programme into design team activities.
- Programme and allocated budget management / advice.
- Manage of the selection of artists.
- Prepare artist contracts.
- Manage the research, design and implementation of projects.
- Supervise and certify works.

6. MAINTENANCE

To sustain the integrity of the commission, the project will have a maintenance plan and schedule agreed with the Developer in order to maintain the project artwork for the agreed life span of the work.

THIRD SCHEDULE

Legal & General Assurance Society Ltd



ST GILES COURT REDEVELOPMENT

Public Area Plan

CONTENTS

1. INTRODUCTION

2. ST GILES COURT

3. PUBLIC AREA PLAN

3.1 Construction of Public Area

3.2 Maintenance of Public Area

3.2.1 Mechanical, Electrical and Plumbing Maintenance

3.2.2 Fabric Maintenance

3.2.3 Cleaning and Refuse

3.3 Security of Public Area

4. GENERAL

4.1 Building / Estate Management Personnel

4.2 Retail

4.3 Events and Public Entertainment

Appendix 1

General Arrangement Drawing – The Public Area Plan RP-1-00-ST

1. INTRODUCTION

This Public Area Plan has been prepared by Legal & General to present details of the construction, maintenance and security arrangements for the St Giles Court site on St Giles High Street, London WC2.

- The plan provides some basic details about the development and then goes on to give information on the proposed construction, maintenance and security arrangements. The general arrangement drawing of the public area is included in Appendix 1.
- This document should be read in conjunction with other relevant documents including the St Giles Court Refuse Management Plan and St Giles Court Service Plan.

2. ST GILES COURT

- St Giles Court is a high quality, state of the art mixed-used development comprising offices, residential units and retail uses including shops and restaurants. The development is situated in the area of St Giles, in Central London, just to the east of Oxford Street and to the north of Covent Garden. The building is situated in the London Borough of Camden and the following roads bound it:
 - Bucknall Street to the north;
 - Dyott Street to the east;
 - St Giles High Street to the south; and
 - Earnshaw Street to the west.
- The developer will appoint an Estate Management Company (EMC) to manage the common parts including the public areas.

3. PUBLIC AREA PLAN

3.1 The Construction of Public Area

- The public area will consist generally of York Stone Paving laid to follow over a waterproofed suspended slab.
- Trees are to be planted in recessed planters cast into a suspended slab.
- Fixed seating is to be provided around the planting.
- Loose tables and chairs will be provided outside the restaurants.
- Glazed canopies above the outside seating areas.
- External lighting will be provided throughout with particular attention to the covered passageways to provide a welcoming and safe environment.
- CCTV will be installed to monitor the public area.

3.2 Maintenance of Public Area

3.2.1 Mechanical, Electrical and Plumbing Maintenance

- Maintenance of mechanical, electrical and plumbing equipment (including drainage) on the Public Area and associated Plantrooms will be carried out by a highly qualified and motivated site maintenance team. EMC will only employ specialist maintenance companies with appropriate trade accreditations and a positive commitment to quality.
- All periodic checks of all the M&E assets will be carried out to the correct statutory frequencies by this team who are also available to attend to emergency repairs.

3.2.2 Fabric Maintenance

- Asset Registers will be created for all fabric elements of the Public Areas (including the paving, benches, signage etc), including all fixtures and fittings.
- In addition to regular inspections, formal Annual Condition Surveys will identify any issues to be attended to.
- Condition Surveys will back up a rolling 5-year Fabric Maintenance Plan that will allocate regular monies to the upkeep of the finishes, sculptures, painted surfaces, etc.

3.2.3 Cleaning and Refuse

- St Giles Court is a large area that will be frequented by many residents, workers and tourists particularly during the summer months. There is an obligation on the Building / Estate Manager to ensure an effective cleaning regime is maintained.
- A team of Estate cleaners will be employed under the direction of a Site Supervisor. This will include early morning cleaners, mid-day cleaners and late evening operatives. Cleaners will also be provided, albeit in lesser numbers, for weekend attendance.
- All the cleaners will be site trained and understand the programme and frequency of each cleaning task including litter picking, trash-vacuuming, scrubber-drying, power hosing and chewing gum removal. All fixtures and fittings (including signage) in the Public Area will be regularly attended to.
- Recycling of waste will be encouraged as much as possible and will include as a minimum, baling of cardboard and removal of glass from the refuse stream.
- All cleaning equipment will be stored out of view in cages within the Service Bay.

3.3 Security of Public Area

- The security of the St Giles Court Public Area will be subject to a Risk Assessment.

- There will be close liaison between the Estate Security and that of the buildings' as well as the Metropolitan Police.
- Security Forum meetings will be held with all occupiers and local Police on a regular basis.
- All vehicles attempting to enter the Service Bay will be stopped and have their credentials verified by security.
- All pedestrians entering the public area will be monitored by CCTV cameras and patrolling guards.
- There will be a central Security Control Room where CCTV cameras will be monitored and patrols co-ordinated to ensure prompt attendance to any security incident. CCTV images will be recorded and kept for 30 days.
- A Security Manager will be available to hold monthly meetings with the Police and provide support to the occupiers' enquiries on all security issues.
- The Security Team will be increased on days when major events are planned and will always remain flexible to respond to any increased security threat.
- Monitoring of the performance of the security contractor will be undertaken by the EMC.

4. GENERAL

4.1 Building / Estate Management Personnel

- The St Giles Court Management Team will comprise a Building / Estate Manager supported by a part-time Engineering Manager, Fabric Manager, Security Manager, Health and Safety Manager and Events Manager.
- The Management Office will be located in the main office building.

4.2 Retail

- The retail units will be provided with a clear set of Ground Rules governing their activities, particularly where they impact on the Public Areas.
- The Building / Estate Manager will ensure the retailers' activities are co-ordinated and monitored.

4.3 Events and Public Entertainment

- The developer envisages staging lunchtime events, particularly during the peak summer months. The St Giles Court Public Area will be welcoming and offer something for everyone – residents, employees, visitors and tourists alike.
- Appropriate licences and approval from the London Borough of Camden will be sought when required.

LEGEND



Gensken standard concrete paving block



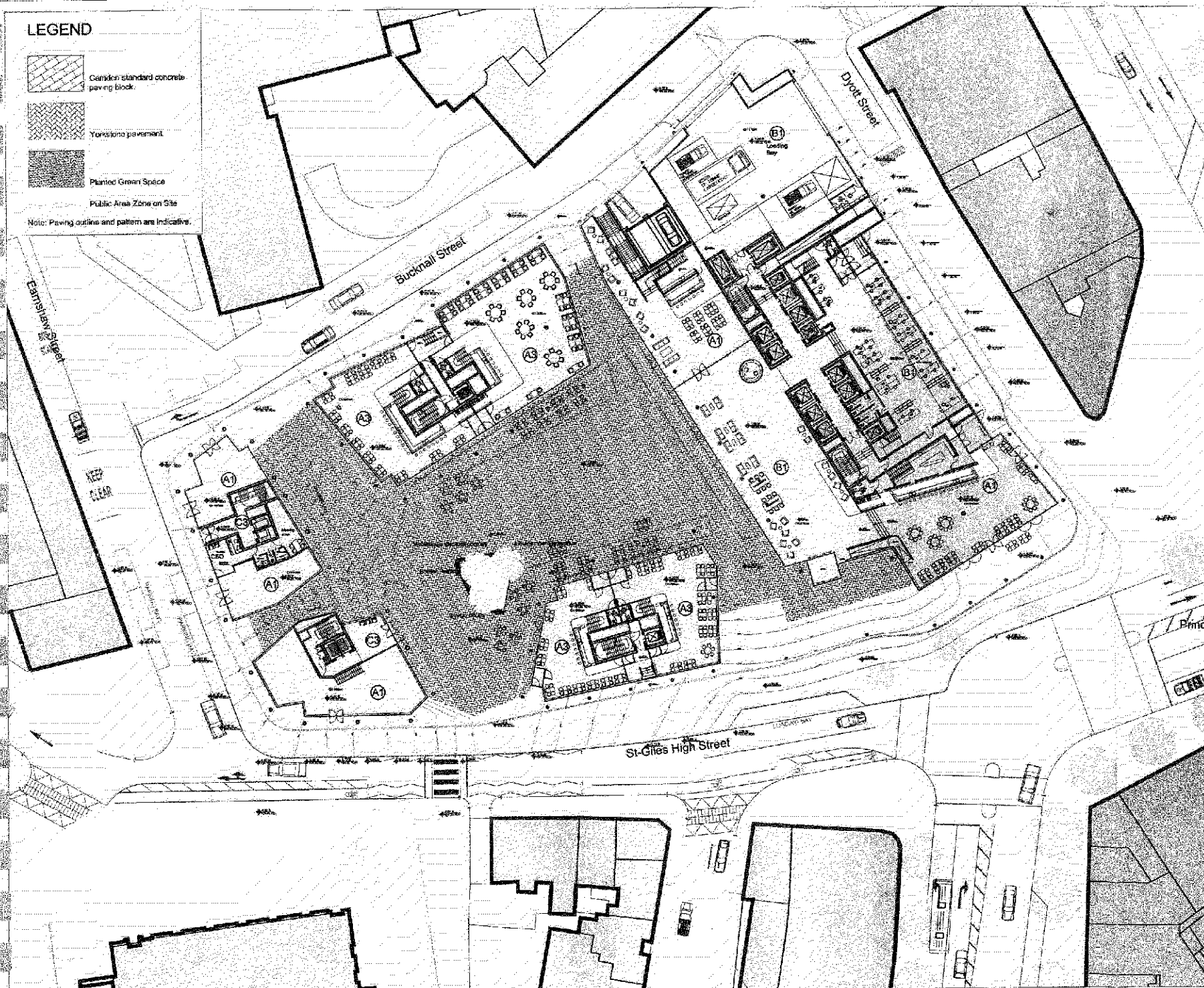
Yorkstone pavement



Planted Green Space

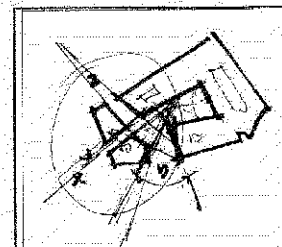
Public Area Zone on Site

Note: Paving outline and pattern are indicative.



C	09-03-2006
B	05-01-2006
INDEX	MODIFY DATE

0.00 = +25.20 AOD



Saint Giles Court London

Application Submission
Revision January 2006

APPLICANT

**LEGAL & GENERAL
ASSURANCE SOCIETY LTD.**
Buckdenbury House, 3 Queen Victoria Street
London EC4N 3RH
tel: +44 (0)20 7528 6890 fax: +44 (0)20 7528 8848

DEVELOPER

STANHOPE PLC
Norfolk House, 31 St James Square London SW1Y 4JL
tel: +44 (0)20 7170 1700 fax: +44 (0)20 7170 1701
e-mail: mail@stanhope-plc.co.uk

ARCHITECT

RENZO PIANO BUILDING WORKSHOP
34, rue des Archives 75004 Paris
tel: +33 (0)1 44 61 49 00 fax: +33 (0)1 42 76 01 99

ENGINEERING CONSULTANT

OVE ARUP & PARTNERS
13 Finsbury Street London W1P 5HD
tel: +44 (0)20 7630 1531 fax: +44 (0)20 7630 3924
e-mail: www.arup.com

SENDER
R.P.B.W.

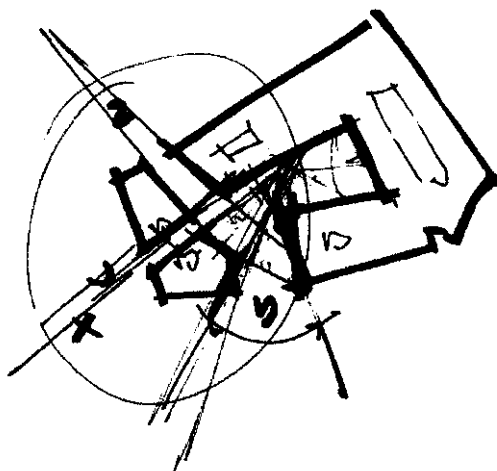
FILE NAME RP-1-00-ST.dwg

TITLE
**PROPOSED SCHEME
THE PUBLIC AREA PLAN**

DATE	SCALE
02 May 2006	1:500
PLAN N°	INDEX
RP-1-00-ST	C

FOURTH SCHEDULE

Legal & General Assurance Society Ltd



ST GILES COURT REDEVELOPMENT

Refuse Plan

30 May 2006

Prepared by:

Matrix Associates (UK) Ltd
17 Neal's Yard
Covent Garden
London WC2H 9DP

Tel: 020 7716 5810
Fax: 020 7379 5990

 **matrix**
associates
URBAN STRATEGY AND DEVELOPMENT

CONTENTS

1. Introduction
2. Development Context
3. Access To and Egress from the Development
4. Waste Management Strategy
5. Statement of Intent

Figures

- 1 – Highway Context and Routings
- 2 – Service Bay Layout and Basement Waste Locations

1. INTRODUCTION

- 1.1 This Refuse Plan has been prepared by Legal & General, and establishes measures for the management and control of waste management and refuse operations related to the St Giles Court Development, located at 1-13 St Giles High Street, to the north of Covent Garden in London.
- 1.2 The Plan is prepared in accord with the requirements of the Section 106 Agreement for the Development entered into with the London Borough of Camden. It should be read in conjunction with the corresponding St Giles Court Service Plan and is administered as part of the overall Estate Management Strategy controlling the operation of the site.
- 1.3 The Plan provides summary details about the development and relationship to the local highway network. It advises routings for collection vehicles and establishes procedures for the management of refuse operations, whilst promoting initiatives for waste reduction and recycling.
- 1.4 The document concludes with a statement of intent confirming Legal & General's commitment to the contents of the Plan.

2. DEVELOPMENT CONTEXT

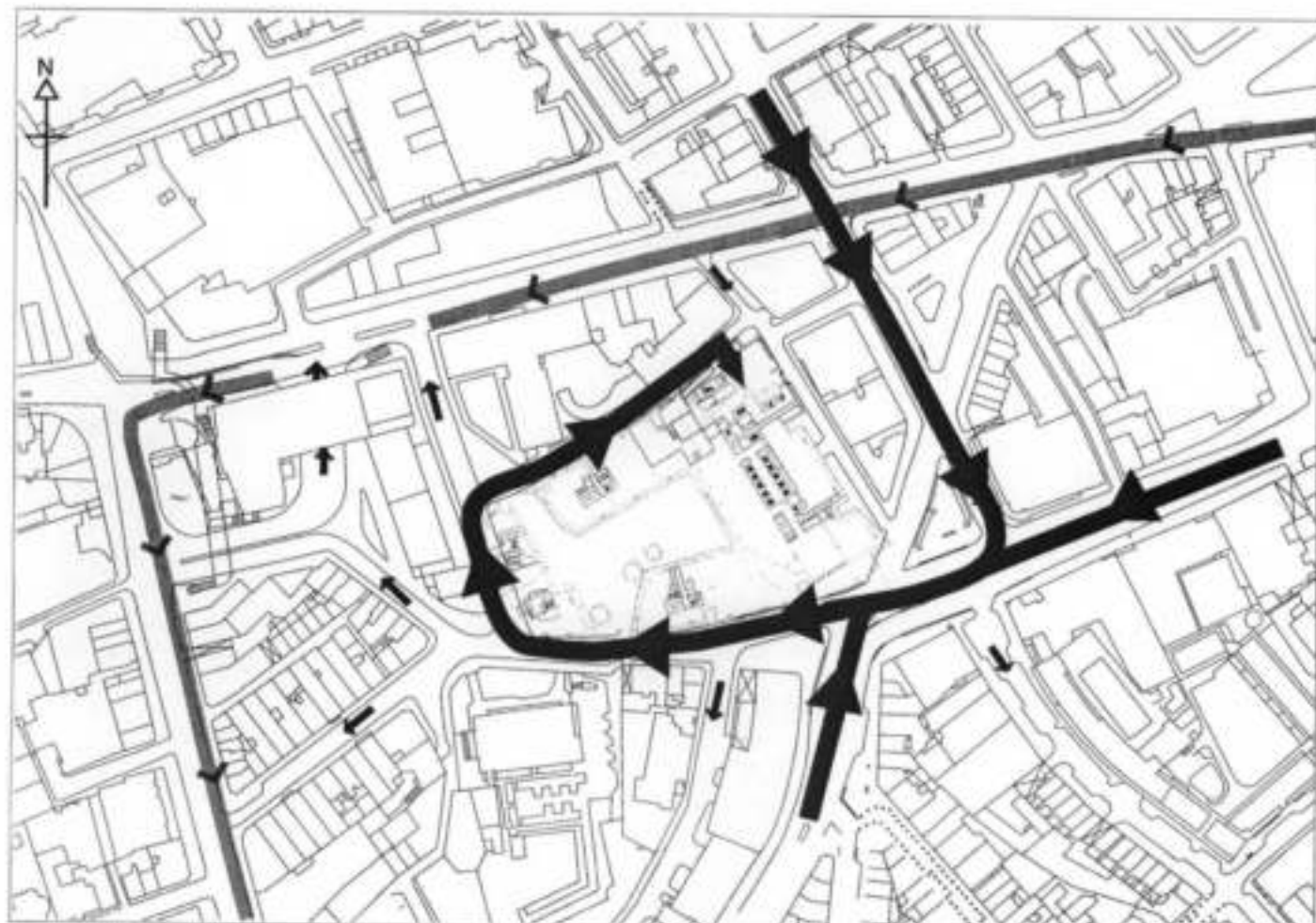
- 2.1 St. Giles Court is a prestigious, mixed-use development owned by Legal & General, comprising offices, housing units/apartments, and retail uses including shops and restaurants. It is covered by a no-smoking policy, and comprising nearly 65,000 m² of development floorspace, is subject to a varying range of residential, business/commercial, and visitor activities, demanding the need to keep the area clean and attractive, and to maintain efficient refuse management and collection arrangements.

Location and Highway Network

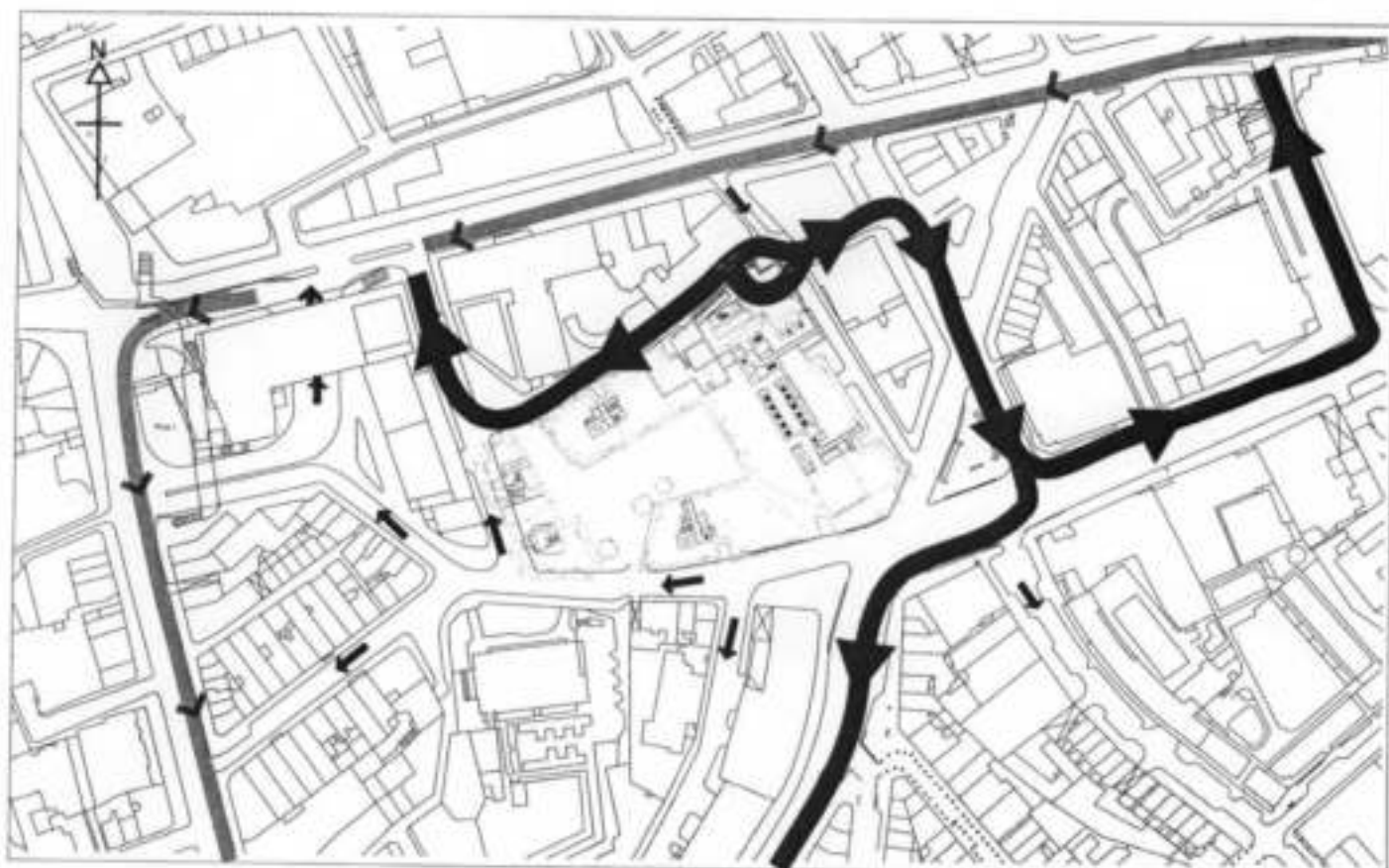
- 2.2 The building is situated within the London Borough of Camden, in the west end of London. The highway context and associated routings to and from the site are shown in Figure 1.
- 2.3 The development is located to the south east of the junction with Oxford Street/Tottenham Court Road/New Oxford Street/Charing Cross Road, to the west of Gower Street/Bloomsbury Street and to the north west of Princes Circus/High Holborn, these routes combining to effect strategic routing to/from the St Giles Court site.
- 2.4 Immediate local access is provided via the roads bounding the site, that is by Bucknall Street to the north; Dyott Street to the east; St Giles High Street to the south; and Earnshaw Street to the west.
- 2.5 Bucknall Street is a relatively quiet two-way street with some on-street parking bays along the northern kerbline. Dyott Street is an essentially pedestrianised street with vehicular traffic restricted to a short section of the road immediately south of Bucknall Street, to allow movements out of the service bay located on the north east corner of the development.
- 2.6 St Giles High Street functions in conjunction with High Holborn as a strategic east west highway corridor bringing traffic towards Oxford Street and Tottenham Court Road. The road operates one-way westbound, and in turn serves access to Earnshaw Street, which provides a one-way northbound connection to Bucknall Street and New Oxford Street.
- 2.7 The dominance of traffic activities along St Giles High Street is substantially reduced, in keeping with the pattern of streetscape improvement and pedestrian priorities, introduced with the development in conjunction with the closure of the northern section of Shaftesbury Avenue, the local rerouting of traffic and the new public space measures at Princes Circus.

Refuse Facilities



- 2.8 St Giles Court features a ground level service area which is located at the northeast corner of the development, adjacent to the junction of Bucknall Street with Dyott Street. All refuse associated with the development will be collected from this location. The layout of the service area and related facilities are shown in Figure 2.



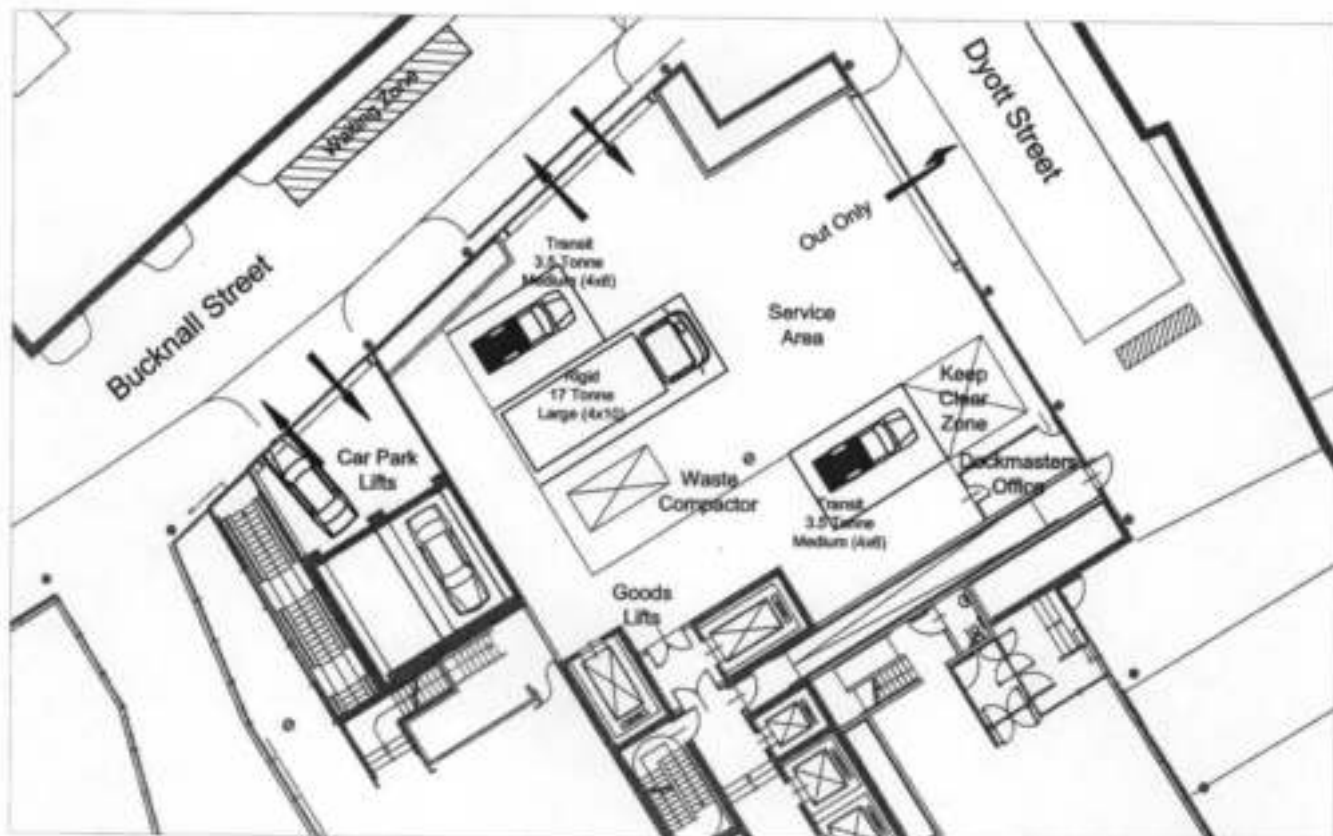
Routings To the development



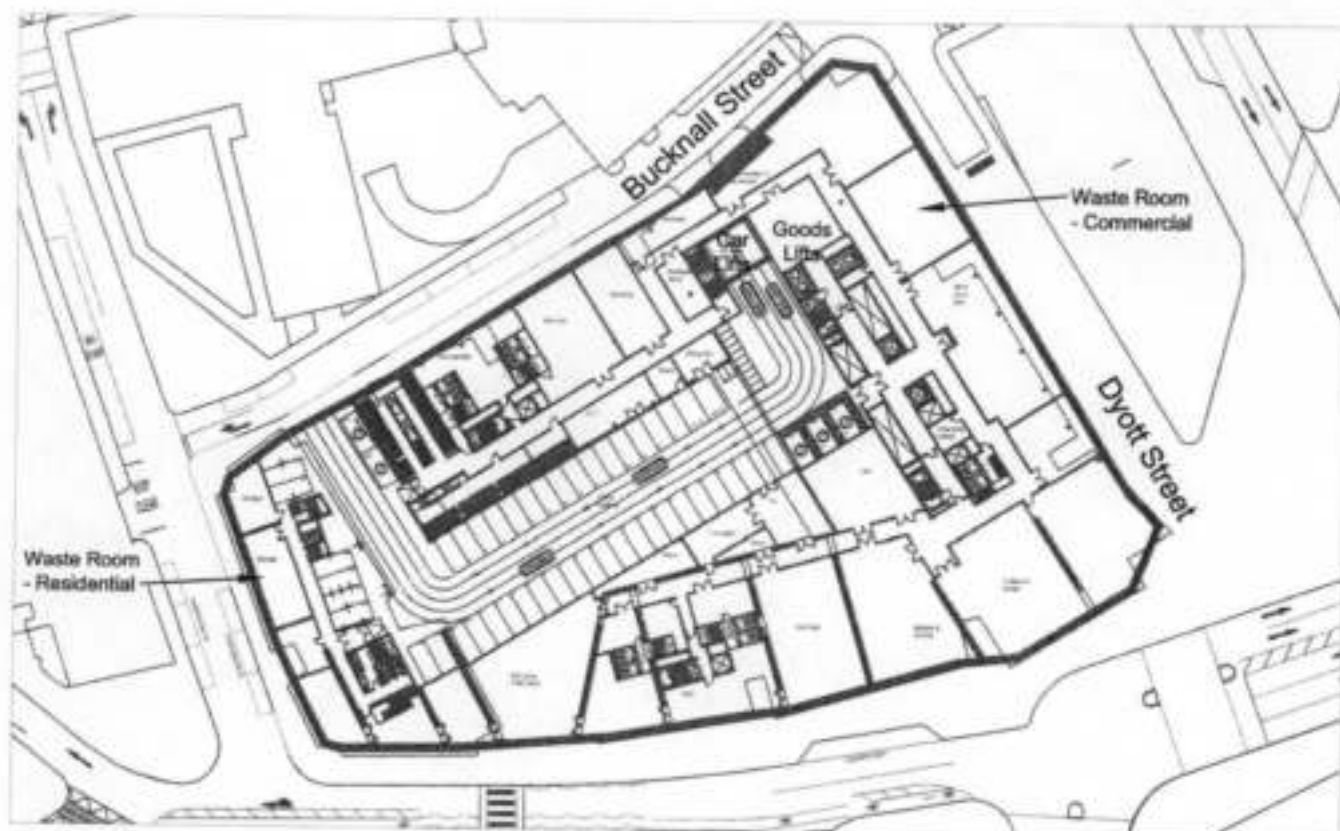
Routings From the development

Key  One way street
  Bus lane

Highway Context and Routings Figure 1



Service Area Layout



Basement Layout

Service Bay Layout and Basement Waste Locations - Figure 2

2.9 The service area has the following features:

- one loading bay for 10m long rigid vehicles up to 17 tonne gross vehicle weight [bay size 10mx4m wide];
- one bay for the sites waste compactor which can also be used by a 7m long delivery vehicle e.g. a long wheel base transit van [bay size 7mx4m wide];
- one small van bay e.g. for 'normal' transit vehicles up to 3.5 tonne gross vehicle weight [bay size 5mx3m wide]; and
- a fourth bay which will be available at 'peak times' for 'fast drop offs' e.g. for transit and parcel cars up to 3.5 tonne gross vehicle weight [bay size 5mx3m wide].

2.10 The various bays will be available for refuse collection as appropriate to the mode of collection or type of vehicle.

2.11 Two dedicated waste rooms are located in the basement at level B1, as shown in Figure 2, one provided for the residential uses and one allocated to the commercial use. The facilities are provided for storage in specialised containers or eurocarts, prior to transfer to the service area for collection.

3. ACCESS AND EGRESS TO/FROM THE DEVELOPMENT

- 3.1 This section of the Plan identifies the routes by which drivers of refuse collection vehicles should go to and leave St Giles Court. Details are shown in Figure 1 and described below.

Site Access

- 3.2 The preferred routes for refuse collection vehicles arriving at the site are as follows:
- from the north – via A400 Gower Street/Bloomsbury Street, Princes Circus, St Giles High Street, Earnshaw Street and Bucknall Street;
 - from the east – via A40 High Holborn, Princes Circus, St Giles High Street, Earnshaw Street and Bucknall Street; and
 - from the south – via A401 Shaftesbury Avenue, St Giles High Street, Earnshaw Street and Bucknall Street.
- 3.3 Due to the highway layout and the traffic management regime in operation around the St Giles Court area direct access from the west is not strictly achievable, and corresponding connections should be made by via the routes above.
- 3.4 Should collection vehicles be unable to gain access to the service area, a designated waiting zone will be available on the north side of Bucknall Street opposite the service entrance, which can be used for a short period until the service area is clear.
- 3.5 Site access maps and development context plans marking the service points may be issued to refuse collection operators, as part of the information set available for the development, whilst corresponding web site details will also be available.

Site Egress

- 3.6 Egress from the service area is possible onto both Bucknall Street and Dyott Street. The route which vehicles should use will depend upon their size and destination.
- 3.7 Wherever feasible vehicles should leave the service bay via the Bucknall Street exit. However large vehicles may only be able to egress the site satisfactorily via the Dyott Street exit. If a driver is in doubt about which exit to use they should seek advice from the service area manager for clarification before leaving the site.
- 3.8 Wherever possible vehicles should leave the site by turning east along Bucknall Street then south along Bloomsbury Street and then either east along High Holborn or south along Shaftesbury Avenue. Only 'small' vehicles e.g. vans should turn west along Bucknall Street and then north along Earnshaw Street.

Miscellaneous Access/Egress Issues

- 3.9 Vehicles will only be allowed drive into and out of the service area in a forward direction; vehicles will not be permitted to reverse in off or out to the public highway in Bucknall Street or Dyott Street. Likewise, vehicles will not be permitted to manoeuvre in the roads surrounding the site and all manoeuvring shall take place wholly within the designated service area.
- 3.10 When leaving the service area drivers should be aware of pedestrians, particularly if exiting onto Dyott Street which will be a primarily pedestrian area, and should drive appropriately to the pedestrian priorities exercised within the street. Signs erected within the service area will remind drivers of the fact that care is needed when leaving the site.
- 3.11 Drivers travelling to and from the site should be aware that major construction works, as part of the Crossrail scheme or under separate London Underground contract, will be taking place at Tottenham Court Road underground station, located at the junction of Tottenham Court Road, New Oxford Street, Charing Cross Road and Oxford Street, involving the provision of a new ticket hall, which may result in the introduction of temporary traffic restrictions in the St Giles Court area and/or localised traffic congestion over a period of up to 5 years.

4 WASTE MANAGEMENT STRATEGY

- 4.1 An estate management company will manage St Giles Court, on behalf of Legal & General. Particular responsibilities will include site security and the management of refuse collections from the site.
- 4.2 The Estate Manager will establish contact details and will make access and service information available as appropriate to particular waste collection requirements.

Refuse Management

- 4.3 Waste collection and the storage of commercial and residential waste will be treated separately, whilst non-recoverable and recyclable waste will be segregated.
- 4.4 Waste reduction and recycling initiatives will be regularly promoted by the Estate Management team to encourage associated good practice by users of the building, and as part of the sustainable development process.
- 4.5 All waste may be subject to random inspection. If undisclosed items are found within the inspection, tenant penalties may be imposed, whilst corresponding waste licences could be revoked.
- 4.6 All waste should be kept within the general building area including the service area until collection. Waste shall not be collected directly from the roads surrounding the development i.e. all waste collection shall be via the main service area unless specifically authorised otherwise.
- 4.7 No waste shall be left in public areas either within or outside of the development e.g. on footways. These requirements being particularly enforced in relation to the food and drink uses and frontage outlets, whilst the management team shall be especially vigilant in discouraging or clearing the dropping of litter by members of the public using these premises.

Commercial Refuse

- 4.8 Non-recoverable waste from the office, retail and food/drink uses will be stored in a 10m³ mobile compactor located within the ground level service area on the northeast corner of the development. It is anticipated that the compactor will be removed and replaced once a week.
- 4.9 Recoverable waste will be baled and stored in a dedicated waste room in basement B1. Glass will be stored in the same room in 660 litre eurocarts.
- 4.10 In the interests of hygiene, kitchen waste or any other waste of a wet or potentially unhygienic nature must be placed in the disposal area provided within the service area and must be kept in sealed plastic bags or other suitable containers with appropriate labels stating its content.
- 4.11 No building contractor's construction waste is to be placed in the compactor at any time. All waste arising from fit out works etc. is the responsibility of the fit out contractor to remove from the site. Any costs levied for the removal of fit out waste via the compactor will be recharged to the relevant organisation

that the fit-out contractor represents. If more than one contractor is operating in the building at the same time and it is not clear who is responsible for such waste then any additional costs will be shared amongst the respective organisations having fit-out works undertaken.

- 4.12 The disposal for fluorescent tubes via the compactor is not permitted at any time which is a statutory requirement. Fluorescent tubes are to be disposed of independently and in accordance with current legislation governing such apparatus such as:
- Section 34 of the Environmental Protection Act 1990 – Waste Management: The Duty of Care Code of Practice; and
 - the Control of Pollution (Special Waste) Regulations 1990.
- 4.13 The office-cleaning contractors will collect the waste from each floor of the building and segregate it into separate bags. It will be placed in 360 litre eurocarts and taken down the goods lift to the basement for transfer to the waste room or otherwise placed next to the compactor.
- 4.14 Retail and food/drink waste will be segregated by staff and stored in a holding space in dedicated areas within the basement or, if space is not available, will be moved to the waste room or placed next to the compactor.
- 4.15 The contractor responsible (internal to the building) will take the various containers and dispose of non-recoverable waste in the compactor, whilst the recoverable waste will be taken to the waste room to be baled and stored, for transfer to the service area for collection at the appropriate time.

Residential Refuse

- 4.16 Residents will deposit their waste in black sacks and will carry down via the residential lift/stairs for disposal in the designated waste rooms located in the basement adjacent at the foot of stairs, where a number of eurocarts are located for waste segregation and recycling in accordance with Camden Councils waste requirements.
- 4.17 Cleaners employed by the Estate Management company will move/trolley bins through the basement to the goods lift point to gain access to the ground level service bay area, in advance of collection by Camden Council. Residential waste will be collected once a week.

Refuse Collection Procedures and Times

- 4.18 Refuse collection times will be agreed in advance between the Estate Management team and organisations undertaking refuse collections, which could be either Camden Council or private operators.
- 4.19 Drivers accessing the service area will firstly report to the reception point to be cleared for entry. Vehicles will not be allowed to straddle the public footway for a period in waiting for entry, and may potentially be directed to the waiting zone in Bucknall Street until the area is clear.
- 4.20 Refuse collection vehicles will be directed either to the dedicated bay to pick up the compactor, or to other bays as appropriate. Once a driver is given

permission to enter the service area the driver will be told which service bay to use and which route to use on exit from the site, that is via Bucknall Street or Dyott Street.

- 4.21 Once the delivery is complete the driver should leave the service bay as soon as possible and the departure of the vehicle will be recorded.
- 4.22 Whilst entry cannot be guaranteed to the service area, for the purposes of refuse collection every effort will be made to ensure access is available at the times arranged, except in very exceptional circumstances. If access is not possible refuse collection organisations will be advised in advance by the Estate Management team whenever feasible.

Access to the Building

- 4.23 It is envisaged that drivers of refuse collection vehicles will not require entry to the building and will therefore remain within the service area.

Security

- 4.24 All vehicles and their occupants entering the site to collect waste may, without notice, be subject to random internal and external inspection prior to entry being permitted.

No Smoking Policy

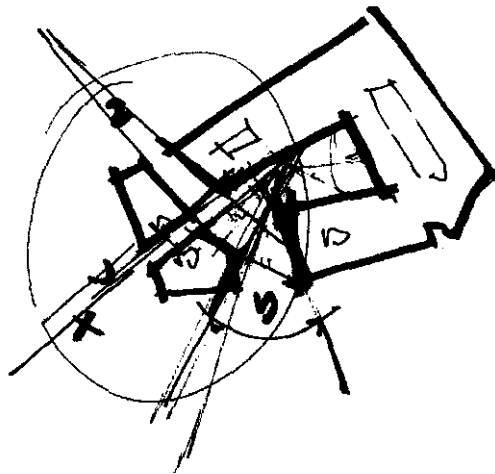
- 4.25 St Giles Court has a no smoking policy in all common areas which includes the service area.

5. STATEMENT OF INTENT

- 5.1 This Refuse Plan provides an agreed framework for the conduct of waste management operations related to St Giles Court. Originally issued as part of the Section 106 Agreement for the development, the Plan will be reviewed after 24 months of the building's initial occupation, upon when the majority of accommodation is taken up.
 - 5.2 Legal & General, as owners of St Giles Court, are committed to the efficient management and control of refuse operations related to the development, without detriment to external public highway functions and/or to adjacent property/neighbourhood conditions.
 - 5.3 In turn, the owners will encourage all users of the development to keep their areas clean and free from litter and refuse, and will promote the use of internal waste reduction and recycling procedures by individual tenants of the buildings.
 - 5.4 Accordingly, the owners of the development will use all reasonable endeavours to ensure compliance with the Refuse Plan, through the remit of the Estate Management team.
 - 5.5 In turn, the lessees and tenants of the development will be required to comply with the principles of the Plan, alongside corresponding commitment to the associated Service Plan and Sustainable Travel objectives, in signing up to a Partnering Charter for the development, exercised through the Estate Management Strategy.
-

FIFTH SCHEDULE

Legal & General Assurance Society Ltd



ST GILES COURT REDEVELOPMENT

Sustainable Travel Plan

Residential Users

30 May 2006

Prepared by:

Matrix Associates (UK) Ltd
17 Neal's Yard
Covent Garden
London WC2H 9DP

Tel: 020 7716 5810
Fax: 020 7379 5990

 **matrix**
associates
URBAN STRATEGY AND DEVELOPMENT

CONTENTS

1. Introduction
2. Development Context
3. A Sustainable Transport Strategy
4. Implementation of the Plan
5. Statement of Intent

Figures

- 1 – Transport Context of the Site
- 2 – Local Access Plan
- 3 – Local Bus Services
- 4 - London Underground Network
- 5 - Key Pedestrian Routes
- 6 - Strategic Cycle Routes in Camden

1. INTRODUCTION

- 1.1 This Sustainable Travel Plan for residential users of St Giles Court has been prepared by Legal & General, and seeks to encourage the promotion of *'more sustainable travel choices and objectives'* for the residents occupying the development, which is located at 1-13 St Giles High Street, to the north of Covent Garden in London.
- 1.2 Travel Plans are now widely accepted as a positive way to contribute towards the 'sustainable' policy agenda, this Plan being prepared within the context of national/regional/local planning and transport policies.
- 1.3 The Plan is also prepared in accord with the requirements of the Section 106 Agreement for the Development entered into with the London Borough of Camden. It should be read in conjunction with the corresponding Sustainable Travel Plan for Commercial Users of St Giles Court.
- 1.4 The Plan provides summary details about the development; it outlines measures aimed at introducing a sustainable transport strategy; and considers the preferred means of travel to and from the site via public transport and/or pedestrian mode.
- 1.5 The Plan will be administered and controlled by the Estate Management Company appointed for the development. The proposals for the delivery and monitoring of travel activities is presented in keeping with the residential uses associated with the site.
- 1.6 The document concludes with a statement of intent confirming Legal & General's commitment to the adoption of a sustainable transport strategy for the residential component of the development.

2. DEVELOPMENT CONTEXT

- 2.1 St. Giles Court is a prestigious, mixed-use development owned by Legal & General, situated within the London Borough of Camden, in the west end of London.
- 2.2 The development comprises offices, housing units/apartments and retail uses including shops and restaurants, and is located to the south east of the junction with Oxford Street/Tottenham Court Road/New Oxford Street/Charing Cross Road, to the west of Gower Street/Bloomsbury Street and to the north west of Princes Circus/High Holborn.
- 2.3 It is set in convenient proximity to both strategic and local public transport facilities, within an accessible and attractive pedestrian environment. There are 56 and 53 private and affordable residential units on the site respectively. Whilst all the units come under the remit of the Estate Management team, the affordable units will be managed by a Housing Association.
- 2.4 The affordable housing component is car free with zero parking provision, but with 2 spaces set aside in the basement for disabled use associated with the affordable units, whilst parking for the private component is constrained with only 10 car spaces provided.
- 2.5 The configuration of the development around an internalised public space establishes permeability through the area and opens up pedestrian connections through the site between St Giles High Street and New Oxford Street, whilst the associated streetscape and pedestrian improvements at Princes Circus delivered in tandem with the new development, serve to integrate the site with its surroundings and to enhance its connectivity from a sustainable travel perspective.

Location and Highway Network

- 2.6 The building is situated within the London Borough of Camden, in the west end of London. The transport context of the site is shown in Figure 1.
- 2.7 The development is located to the south east of the junction with Oxford Street/Tottenham Court Road/New Oxford Street/Charing Cross Road, to the west of Gower Street/Bloomsbury Street and to the north west of Princes Circus/High Holborn, these routes combining to effect strategic routing to/from the St Giles Court site.
- 2.8 Immediate local access is provided via the roads bounding the site, that is by Bucknall Street to the north; Dyott Street to the east; St Giles High Street to the south; and Earnshaw Street to the west.
- 2.9 Bucknall Street is a relatively quiet two-way street with some on-street parking bays on along the northern kerbline. Dyott Street is an essentially pedestrianised street with vehicular traffic restricted to a short section of the road immediately south of Bucknall Street, to allow movements out of the service bay located on the north east corner of the development.

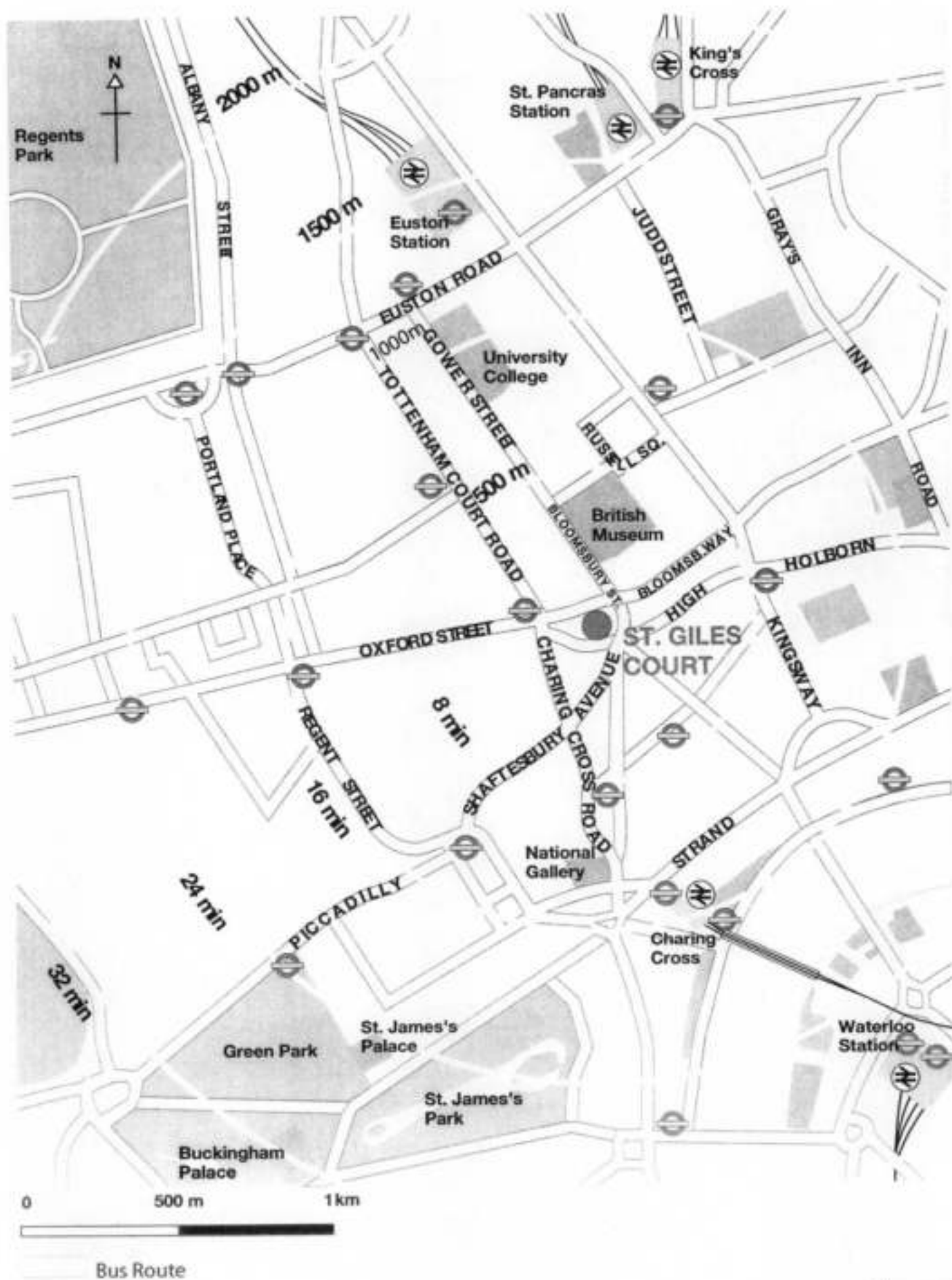


Figure 1

- 2.10 St Giles High Street functions in conjunction with High Holborn as a strategic east west highway corridor bringing traffic towards Oxford Street and Tottenham Court Road. The road operates one-way westbound, and in turn serves access to Eamshaw Street, which provides a one-way northbound connection to Bucknall Street and New Oxford Street.
- 2.11 The dominance of traffic activities along St Giles High Street is substantially reduced, in keeping with the pattern of streetscape improvement and pedestrian priorities introduced with the development, in conjunction with the closure of the northern section of Shaftesbury Avenue, the local rerouting of traffic and the new public space measures at Princes Circus.

Public Transport Network

- 2.12 The location of the site in reference to the local transport network is shown in Figure 1, affording good access to a range of public transport facilities, and in proximity to a series of principal rail/underground stations. It is anticipated that the majority of people using the site will use public transport in combination with walking to travel to and from the development.

Main Line Railway Stations

- 2.13 A number of main railway stations are located within a 'crows fly' distance of about 1.0 to 1.5km of the site, including:
- *Euston Station*, falling within a 25 minute walk of the site by way of Tottenham Court Road or Gower Street;
 - *Kings Cross/St Pancras Station* is more distant from a pedestrian perspective but is still within a 30 minute walk distance, potentially via Bloomsbury Square;
 - *Charing Cross Station* falls within 15 minute walk of the site via Charing Cross Road; and
 - *Waterloo Station* is within a 25 minute walk of the site via the Hungerford pedestrian bridge, Northumberland Avenue and Charing Cross Road.

Bus Routes and Services

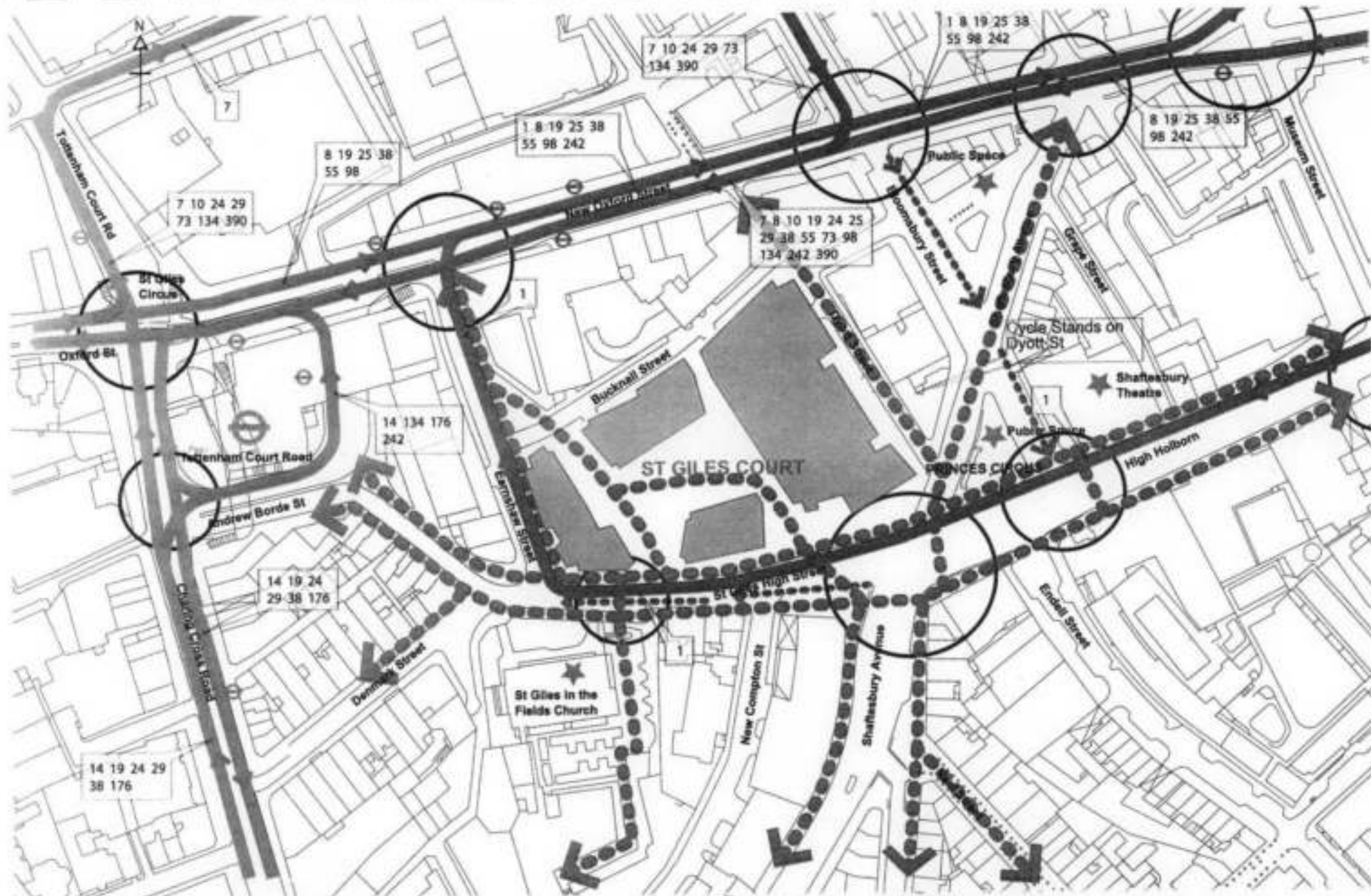
- 2.14 A total of some seventeen daytime bus routes operate within about 5 minutes walk of St Giles Court which provide up to 350 scheduled buses per hour [two way] during peak periods. In conjunction with the walking connections defined above, the combination of bus services afford convenient linkages to/from the main line rail stations, whilst serving longer distance routings from the edges of the metropolitan area.

Underground Stations

- 2.15 There are a number of underground stations near the site including:
- Leicester Square (Northern and Piccadilly lines) – within 10 minutes walk of the site via Monmouth Street and Seven Dials.
 - Holborn (Central and Piccadilly lines) – within 10 minutes walk of the site along High Holborn;
 - Russell Square (Piccadilly line) – within 10 minutes walk of the site via the new pedestrian corridor along the northern section of Shaftesbury Avenue; and
 - Goodge Street (Northern line) – within 10 minutes walk of the site via Tottenham Court Road.
- 2.16 Whilst Covent Garden and Tottenham Court Road stations are in convenient proximity to the site, they are both subject to severe capacity constraint, due in the case of Covent Garden to the level of tourist/visitor activity, or in the case of Tottenham Court Road, due to major construction operations related to the Crossrail scheme/London Underground ticket hall works. Accordingly, the use of these stations is discouraged by visitors to or occupants of St Giles Court, until conditions are improved.

Highway and Pedestrian Network

- 2.17 Local access to the site and means of pedestrian and bus connections to and from the development are shown in Figure 2.
- 2.18 Immediate local access is provided via the roads bounding the site, that is by Bucknall Street to the north; Dyott Street to the east; St Giles High Street to the south; and Earnshaw Street to the west.
- 2.19 Bucknall Street is a relatively quiet two-way street linked between Bloomsbury Street and Earnshaw Street. Dyott Street is an essentially pedestrianised street, linked through to the public space measures at Princes Circus, vehicular traffic being restricted to a short section of the road immediately south of Bucknall Street, to allow movements out of the service bay located on the north east corner of the development.
- 2.20 St Giles High Street functions in conjunction with High Holborn as a strategic east west highway corridor bringing travel movements towards Oxford Street and Tottenham Court Road. The road operates one-way westbound, and in turn serves access to Earnshaw Street, which provides a one-way northbound connection to Bucknall Street and New Oxford Street.
- 2.21 The dominance of traffic activities along St Giles High Street is substantially reduced, in keeping with the pattern of streetscape improvement and pedestrian priorities introduced with the development, in conjunction with the closure/pedestrianisation of the northern section of Shaftesbury Avenue, together with the local rerouting of traffic and the new public space measures at Princes Circus.



Key

	Bus stop		Bus route		Cycle Lane		LUL / Crossrail Station
	Key pedestrian routes		Traffic signal controls				

Local Access Plan Figure 2

- 2.22 The focus on the pedestrian environment within and around the site serves to break down the barrier effect of St Giles High Street, better linking it to Covent Garden, whilst establishing a primary pedestrian corridor through to New Oxford Street and the quarter around the British Museum and the University of London, in turn enhancing connections to local tube and main line rail stations in the vicinity.

3. A SUSTAINABLE TRANSPORT STRATEGY

- 3.1 A series of 'environmentally friendly' and sustainable transport/pedestrian measures is incorporated as a core element of the development scheme, and is introduced to reduce the impact of traffic and to give increased priority to pedestrian and non-car modes of travel. The measures build on the site's convenient location in reference to London's public transport and pedestrian network. Particular features are identified below.

Main Line Railways

- 3.2 The Travel Plan encourages strategic rail access to and from the site in lieu of private car modes, the site's central London location, within 15-minute walk/bus/underground proximity to main line stations at Kings Cross/St Pancras, Waterloo, Euston, and Charing Cross, and within a 30 minute travel time of Victoria, London Bridge and Liverpool Street stations, serving connection to all parts of the UK.
- 3.3 Corresponding timetable information of rail services is provided as part of the site information/welcome pack made available for the development. Associated interchange connections to/from St Giles Court via ongoing pedestrian, bus or underground mode are likewise presented, whilst further information can be determined in reference to the Transport for London (TfL) web site link, at www.tfl.gov.uk.

Buses

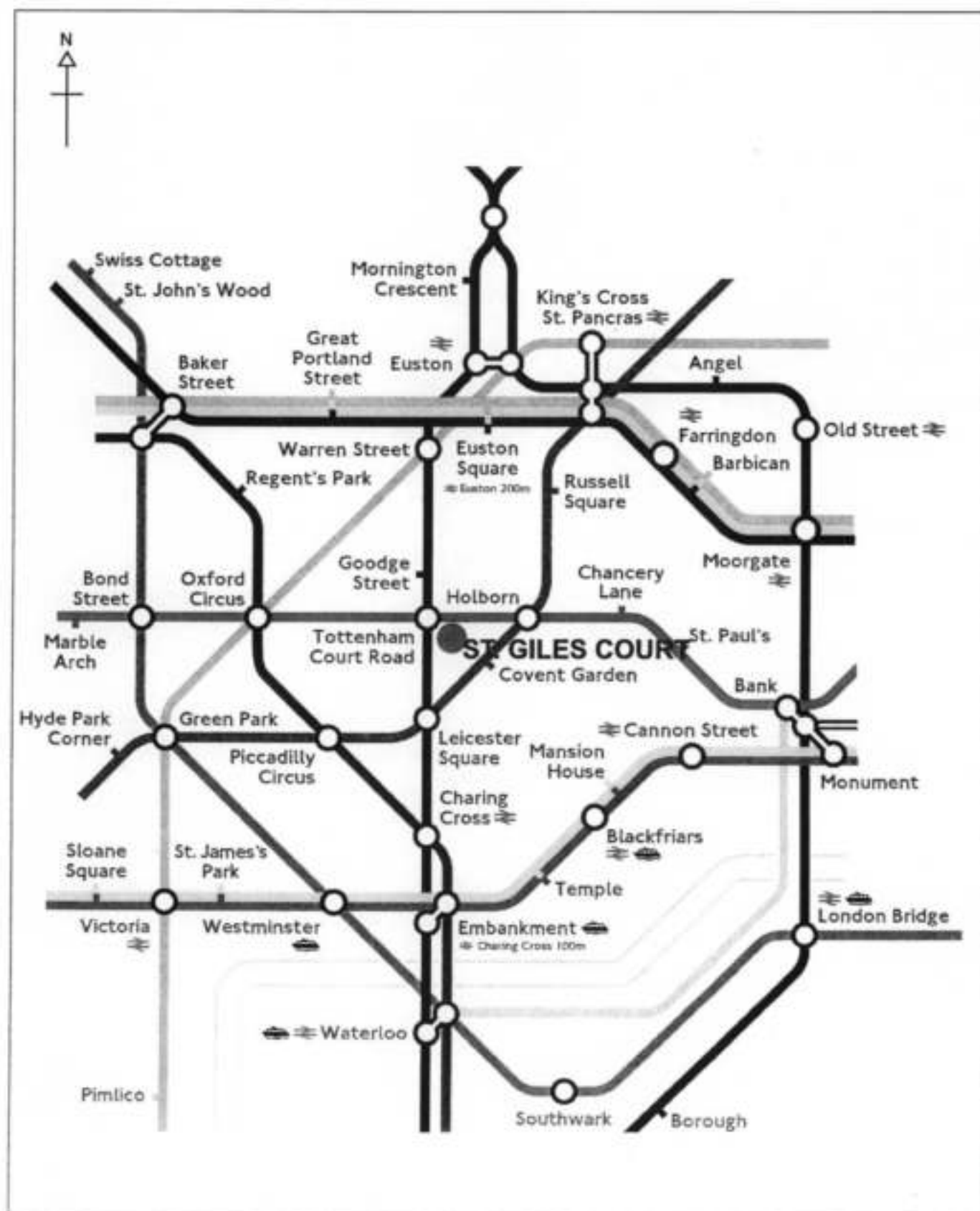
- 3.4 The Travel Plan encourages residents and their visitors travelling to and from the development to use bus services where appropriate. The pattern of bus routes serving the site is extensive and is shown in Figure 3, whilst corresponding bus and walk connections, linking the main line rail stations to St Giles Court, are outlined in the table below.

Table 3.1 – Bus Routes between Main Line Stations and St Giles Court

Main Line Rail Station	Bus Route No.	Peak Hour Journey Time (including walk – mins approx)
Euston	73 and 390	14
King's Cross	73 and 390	20
St Pancras	73 and 390	24
Victoria	38	24
Waterloo	176	19

Underground Services

- 3.5 The Travel Plan encourages residents and their visitors travelling to and from the development by underground services to use Holborn, Leicester Square, Goodge Street and Russell Square stations wherever feasible. These stations provide direct access to the site via the Central, Piccadilly, and Northern lines, and serve connections to/from main line rail stations and other parts of the underground network. The attached underground map at Figure 4 refers.

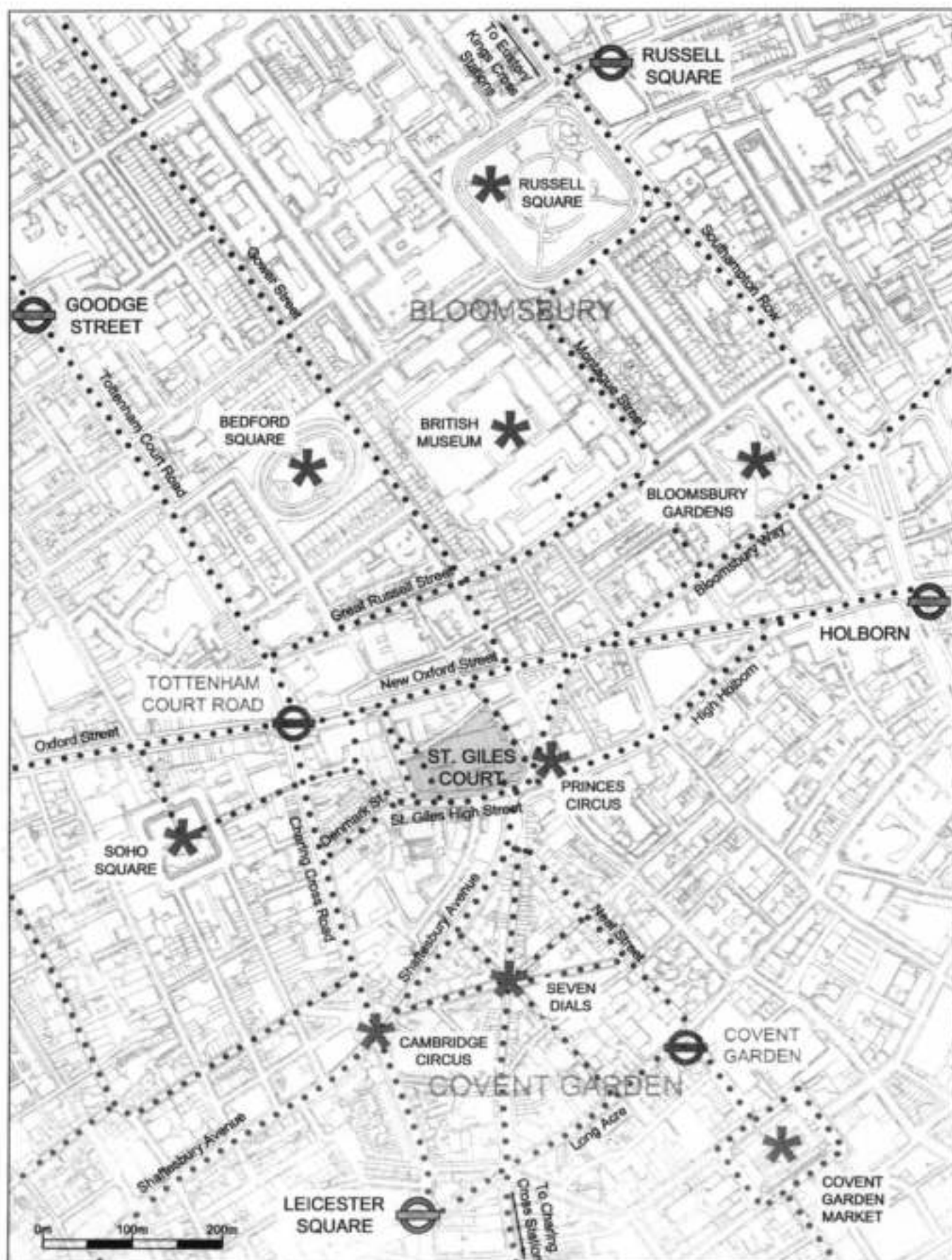


London Underground Network **Figure 4**


- 3.6 Use of Covent Garden is discouraged in view of the frequent overcrowding and congestion conditions related to the high tourist and visitor demands. In turn, whilst Tottenham Court Road is the nearest underground station to the site, it is already at capacity during peak times of the day particularly in the afternoon/early evening period.
- 3.7 Whilst works are already being planned to increase the size of the station by provision of a new ticket hall, the construction process is envisaged to be extended over a period of 5 years.
- 3.8 Consequently, the capacity of the station will be at times further reduced during this time, and as a result, all residents and visitors to the development will be discouraged from use of Tottenham Court Road station until the improvement works are complete.

Pedestrian Connections

- 3.9 Key pedestrian routes linking St Giles Court are shown in Figure 5.
- 3.10 Strategic pedestrian connections bring the site within about 30-45 minutes walk distance of most central London venues and employment locations, affording often attractive routings via the riverside, through London parks and major public spaces such as Trafalgar Square, or across heritage areas and business/retail districts. Local walking/jogging routes to/from St Giles Court are available as part of the site information pack in the form of local maps to encourage the longer distance pedestrian or dedicated walker.
- 3.11 Corresponding walking routes to/from the main line rail termini and local underground stations are also shown on the site/office location map, showing linkages via Tottenham Court Road/Gower Street and Bloomsbury Street to the north, Oxford Street/New Oxford Street and High Holborn to the west/east, and Shaftesbury Avenue/Charing Cross Road to the south.
- 3.12 The extensive level of improvements to the streetscape and public realm environment in and around St Giles Court, and via St Giles High Street and Princes Circus, will bring distinct benefits to pedestrian priority and to those seeking access to bus and underground services in the area.
- 3.13 The greatly improved crossing facilities and public space provision at Princes Circus and the proposals along surrounding roads will break down the barrier effect of St Giles High Street and reduce the speeds of traffic, to encourage ease of movement and attraction of pedestrian routing to/from Covent Garden via Neal Street and/or Monmouth Street, and towards the British Museum via the new Shaftesbury Avenue pedestrian corridor.
- 3.14 The various streetscape measures, in conjunction with the design of the internal development space, serve to provide good quality, safe and comfortable walkways through and around the site, effecting direct linkages in keeping with main walking desire lines, whilst improving connections towards High Holborn, Leicester Square, Goodge Street and Russell Square underground stations.



 Key Tube Stations serving St. Giles Court

 Other Tube Stations (use by St. Giles Court discouraged until completion of improvement works)

Key Pedestrian Routes - Figure 5

- 3.15 The new public space measures at Princes Circus and within the development bring an amenity focus to the area for local residents and other users, providing seating, enjoyment of public art and access to shops and restaurants. Signposts at key points around the site will facilitate ease of pedestrian movement through the area.

Cyclists

- 3.16 Cycling is an environmentally friendly form of transport and is to be encouraged. Secure cycle parking facilities will be provided on the site at basement level with one space for each residential unit, whilst additional cycle stand facilities are available for visitors to the development within the pedestrianised section of Dyott Street, as shown on the local access plan in Figure 2.
- 3.17 The wider highway vision for the area supports the provision of local cycle routing through the local street network, whilst the calming of St Giles High Street and improved crossing regime at Princes Circus contributes to an improved cycle environment within the area. Designated/principal cycle routes are shown in Figure 6.

Motorcycles

- 3.18 No motorcycle parking spaces are provided within development for any of the residential units.

Car Use

- 3.19 The limitation of on-site parking and low car environment will constrain car ownership and associated use, such to focus residential travel via public transport and pedestrian/non-car modes.
- 3.20 If residents need access to or use of a car, there are various alternatives such as local car clubs which the Plan will seek to encourage. Whilst the number of residential units within the complex is unlikely to support a viable car club dedicated to St Giles Court, local services are available in respect of the Bloomsbury car club and other facilities located in the area.

Provision of Access for All

- 3.21 The design of the development is compliant with the requirements of the Disability Discrimination Act 1995 and does, in turn, conform to Camden Council's corresponding access standards, to ensure accessibility for all potential users. Measures include the provision of:
- step free access to all residential buildings;
 - minimal changes in levels along routes used by pedestrians; and
 - the provision of tactile surfacing where appropriate both within and around the site.



Figure 6

4. IMPLEMENTATION OF THE PLAN

- 4.1 The Residential Travel Plan is based on an objective approach, and takes account of relevant national, regional and local government policies.
- 4.2 The Plan is to be implemented and controlled by the appointed Estate Management Company, working in the case of the affordable housing component, in liaison with the appointed Housing Association.
- 4.3 A series of initiatives are identified, to form the starting point for the Plan, whilst it is intended for the Plan to be reviewed after a 24 month period after the opening of the development, and/or upon when the majority of the residential units are taken up and occupied.

Travel Principles

- 4.4 The Plan is underpinned by the following core principles:
- to promote understanding of how people travel to and from the site;
 - to improve the quality of travel information;
 - to develop a variety of site based travel initiatives;
 - to encourage the use of more environmentally friendly modes of transport and working practices; and
 - to reduce unnecessary travel.

Travel Surveys

- 4.5 The Residential Travel Plan proposes that a comprehensive travel survey will be conducted one year after the initial occupation of any commercial space within the development to gain understanding of the travel patterns and modes of transport adopted by those travelling to and from the St Giles Court Development. It is proposed that residents will also be included in any travel surveys in order to gain an understanding of their travel patterns and mode of travel as well.
- 4.6 The results of the survey shall be used to identify opportunities for improvement of travel conditions and choices, in line with the aims of the Plan, and to prioritise measures and initiatives and to focus attention where significant gains may be obtained.
- 4.7 The situation shall be monitored continuously, and repeat surveys shall be conducted at appropriate intervals of time e.g. on an annual basis in the first three years after the development becomes operational, as part of a dynamic and responsive process.

Initial Travel Plan Initiatives

- 4.8 The following items are considered for incorporation as part of development proposals, either to be introduced at the outset or as the residential units are occupied.

Sales and Induction

- 4.9 As part of the normal sales and marketing process for the new development, potential residents will be made aware of the travel arrangements and the access options serving the site from the outset. Good access by public transport, attractive walking and cycling facilities and measures to reduce the adverse effects of traffic are all positive features that will be highlighted to potential residents e.g. in sales literature.
- 4.10 In turn, the sales and marketing information will make reference to the car free nature of the development. Accordingly, residents of both the affordable and private units will NOT be entitled to an on-street parking permit issued by Camden Council. Purchasers buying to let or hire a flat are obliged to inform prospective tenants and provide details of the car free characteristic of the development prior to signing a rental contract.
- 4.11 In addition, it is important that all potential residents are made aware of the various transport and sustainable travel characteristics of the development to ensure that misunderstandings do not arise later. For example, informing residents of bus routes, parking restrictions or dissuading initial use of Tottenham Court Road underground station early in the process should help guard against these issues becoming a controversial subject once people move onto the site.

Promotion and Awareness Raising

- 4.12 The design of the site and provision of key facilities and services will make it feasible for residents to make more sustainable travel choices, but it is also essential that these options are effectively marketed and promoted.
- 4.13 Marketing information for the residential units will communicate the relative car free status of the development from the outset, such that prospective occupants effectively 'buy in' to the sustainable travel regime and to the subsequent amenity benefits afforded as a result.
- 4.14 The marketing strategy could involve some engagement with residents at an individual level e.g. 'personalised travel planning' techniques - in which individuals receive customised advice tailored to their journey needs.
- 4.15 Such approaches have been used elsewhere and have proved successful in encouraging more sustainable travel patterns. A new development provides an opportunity to offer this kind of advice when residents have just moved in. At this time, new travel habits are being established and people may particularly welcome information about the services and facilities available to them.

Welcome/Information Packs

- 4.16 A good residents' welcome pack could also play a critical role in influencing travel habits and could include some of the following:

- information on site specific public transport facilities to include simple underground and bus maps, rail timetables issued to individual households;
- information on principal walking and cycle routes within the Borough, in relation to local facilities such as sports centres, cinemas, pubs, health centres and shops;
- walking routes between the site and points of access to public transport as well as other locations of interest such as Covent Garden, Oxford Street and the British Museum;
- details of bicycle equipment supplies and local cycle training facilities;
- information on use of the Bloomsbury car club and other such facilities in the area;
- further information about the travel plan and any other services provided to support sustainable travel including details of home shopping delivery, local taxi service, and tele-centre facilities for example; and
- contact information for estate management transport forum and local housing representatives.

Ongoing Promotion

4.17 In addition to the induction process, other initiatives will be established to promote sustainable travel such as:

- a regularly updated website for the development, providing comprehensive travel information similar to that proposed for the welcome pack, with details of forthcoming travel events and forums, timetable changes and initiatives;
- corresponding update information on the status of the Crossrail scheme in the area, and more specifically on the current progressing of construction operations at Tottenham Court Road underground station, and on the temporary traffic and pedestrian arrangements imposed through the area as a result;
- a notice board e.g. in the foyer of the residential units for travel information - regularly updated under responsibility of the residential transport representative; and
- travel forums - at which residents are invited to give feedback to the travel coordinator and service providers about travel arrangements and opportunities.

Home Working

4.18 With the introduction of more and more electronic working aids it is becoming easier for some employees to work from home, possibly on a part time basis. Such arrangements will obviously help to reduce movements to and from the

site and, as a result, occupants will be made aware of the potential benefits of home working in appropriate situations.

Monitoring the Plan

Travel Coordinator

- 4.19 A Travel Coordinator will be appointed by the Estate Management team to be responsible for guidance and monitoring of the Plan and reporting on its effectiveness. It is envisaged that a report will be prepared on an annual basis, for circulation to all the organisations based in the development as well as the Borough. The report will present the findings of any travel survey undertaken since the previous report, report on any transport initiatives, considering their impact as appropriate, and put forward recommendations for the future. The Housing Association will be expected to assist the travel Coordinator as appropriate.

Travel Forum

- 4.20 The Travel Forum shall be established from representatives of the companies and residents in St Giles Court and will be chaired by the Travel Coordinator. The Forum, which it is proposed shall meet once every six months, will act under the following remit:

- to review the effectiveness of any existing initiatives and suggest improvements where appropriate;
- to organise and undertake travel surveys of the site;
- to consider and put forward new initiatives including 'car free days', car share and car clubs;
- to appraise delivery operations, and to encourage the use of more environmentally friendly vehicles to reduce the impact of service activities;
- to ensure that the Plan is marketed; and
- to publicise Plan related achievements.

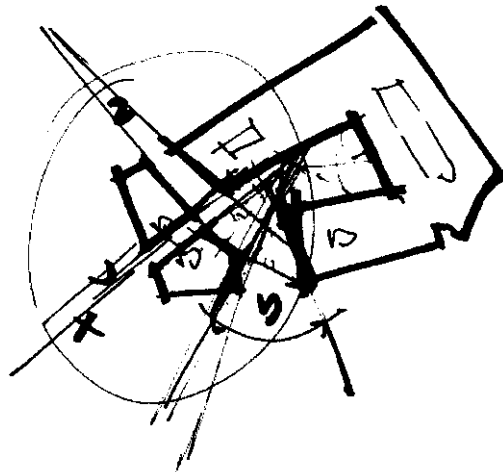
- 4.21 It is proposed to affiliate the Transport Forum with the London Borough of Camden's 'North and Central Travel Plan Network' and the Association of Commuter Transport. Membership of these organisations will ensure that the Forum keeps in touch with current transport issues and secures liaison towards the identification and implementation of new initiatives.

5. STATEMENT OF INTENT

- 5.1 Legal & General, as owners of St Giles Court, are committed to the introduction of a sustainable transport strategy for the residential element of the development, including the introduction of transport initiatives and the monitoring of their effectiveness through the Travel Coordinator and the Transport Forum, with the assistance of the Housing Association.
 - 5.2 Accordingly, the owners of the development will use reasonable endeavours to ensure compliance with the Residential Users Sustainable Travel Plan, through the remit of the Estate Management team.
 - 5.3 In turn the occupiers of the residential units will be encouraged, wherever possible, to follow the principles put forward in the Plan.
-

SIXTH SCHEDULE

Legal & General Assurance Society Ltd



ST GILES COURT REDEVELOPMENT

Sustainable Travel Plan

Commercial Users

30 May 2006

Prepared by:

Matrix Associates (UK) Ltd
17 Neal's Yard
Covent Garden
London WC2H 9DP

Tel: 020 7716 5810
Fax: 020 7379 5990

 **matrix**
associates
URBAN STRATEGY AND DEVELOPMENT

CONTENTS

1. Introduction
2. Development Context
3. A Sustainable Transport Strategy
4. Implementation of the Plan
5. Statement of Intent

Figures

- 1 – Transport Context of the Site
- 2 – Local Access Plan
- 3 – Local Bus Services
- 4 - London Underground Network
- 5 - Key Pedestrian Routes
- 6 - Strategic Cycle Routes in Camden

1. INTRODUCTION

- 1.1 This Sustainable Travel Plan for commercial users of St Giles Court has been prepared by Legal & General, and seeks to encourage the promotion of *'more sustainable travel choices and objectives'* for businesses occupying the development, which is located at 1-13 St Giles High Street, to the north of Covent Garden in London.
- 1.2 Travel Plans are now widely accepted as a positive way to contribute towards the 'sustainable' policy agenda, this Plan being prepared within the context of national/regional/local planning and transport policies.
- 1.3 The Plan is also prepared in accord with the requirements of the Section 106 Agreement for the Development entered into with the London Borough of Camden. It should be read in conjunction with the corresponding Sustainable Travel Plan for residential users of St Giles Court.
- 1.4 The Plan provides summary details about the development; it outlines measures aimed at introducing a sustainable transport strategy; and considers the preferred means of travel to and from the site via public transport and/or pedestrian mode.
- 1.5 The Plan will be administered and controlled by the Estate Management Company appointed for the development. The proposals for the delivery and monitoring of travel activities is presented in keeping with the various commercial uses associated with the site.
- 1.6 The Plan concludes with a statement of intent confirming Legal and General's commitment to the adoption of a sustainable transport strategy for the development.

2. DEVELOPMENT CONTEXT

Location and Environment

- 2.1 St. Giles Court is a prestigious, mixed-use development owned by Legal & General, situated within the London Borough of Camden, in the west end of London.
- 2.2 The development is located to the south east of the junction with Oxford Street/Tottenham Court Road/New Oxford Street/Charing Cross Road, to the west of Gower Street/Bloomsbury Street and to the north west of Princes Circus/High Holborn, in convenient proximity to both strategic and local public transport facilities, and set within an accessible and attractive pedestrian environment.
- 2.3 The development comprises offices, housing units/apartments and retail uses including shops and restaurants. It comprises nearly 65,000 m² of development, is subject to a varying range of business and commercial activities, and associated commuter/visitor travel demands.
- 2.4 Car parking provision on-site is heavily constrained in view of the site's high level public transport and pedestrian accessibility, and in keeping with the objectives of the Plan, it is anticipated that the majority of commuter and visitors associated with the commercial uses on the site, will use non-car/sustainable modes of travel to and from the site.
- 2.5 The configuration of the development around an internalised public space establishes permeability through the area and opens up pedestrian connections through the site between St Giles High Street and New Oxford Street, whilst the associated streetscape and pedestrian improvements at Princes Circus delivered in tandem with the new development, serve to integrate the site with its surroundings and to enhance its connectivity from a sustainable travel perspective.

Public Transport Network

- 2.6 The location of the site in reference to the local transport network is shown in Figure 1, affording good access to a range of public transport facilities, and in proximity to a series of principal rail/underground stations. It is anticipated that the majority of people using the site will use public transport in combination with walking to travel to and from the development.

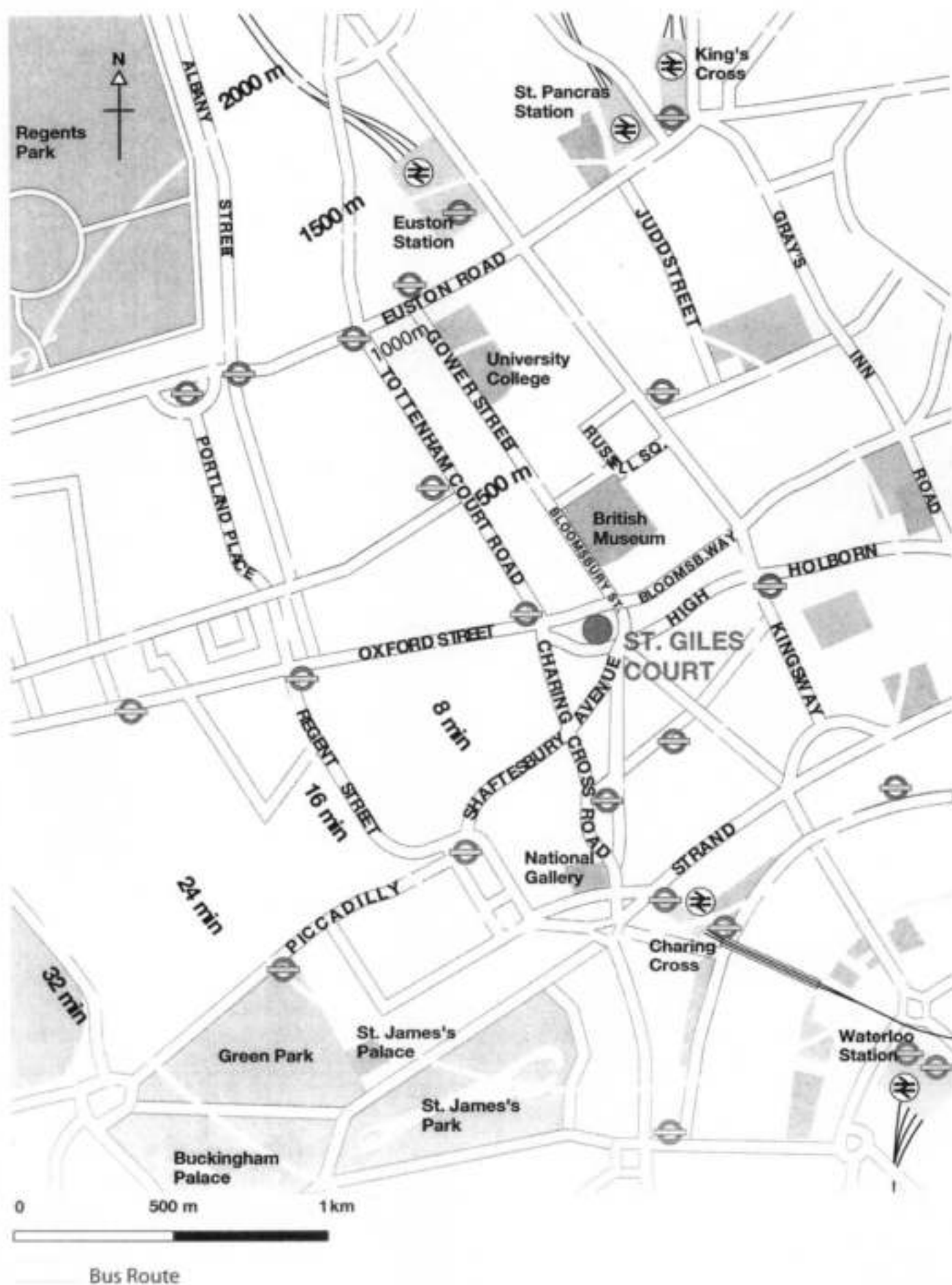


Figure 1

Main Line Railway Stations

- 2.7 A number of main railway stations are located within a 'crows fly' distance of about 1.0 to 1.5km of the site, including:
- *Euston Station*, falling within a 25 minute walk of the site by way of Tottenham Court Road or Gower Street;
 - *Kings Cross/St Pancras Station* is more distant from a pedestrian perspective but is still within a 30 minute walk distance, potentially via Bloomsbury Square;
 - *Charing Cross Station* falls within 15 minutes walk of the site via Charing Cross Road; and
 - *Waterloo Station* is within a 25 minute walk of the site via the Hungerford pedestrian bridge, Northumberland Avenue and Charing Cross Road.

Bus Routes and Services

- 2.8 A total of some seventeen daytime bus routes operate within about 5 minutes walk of St Giles Court which provide up to 350 scheduled buses per hour [two way] during peak periods. In conjunction with the walking connections defined above, the combination of bus services afford convenient linkages to/from the main line rail stations, whilst serving longer distance routings from the edges of the metropolitan area.

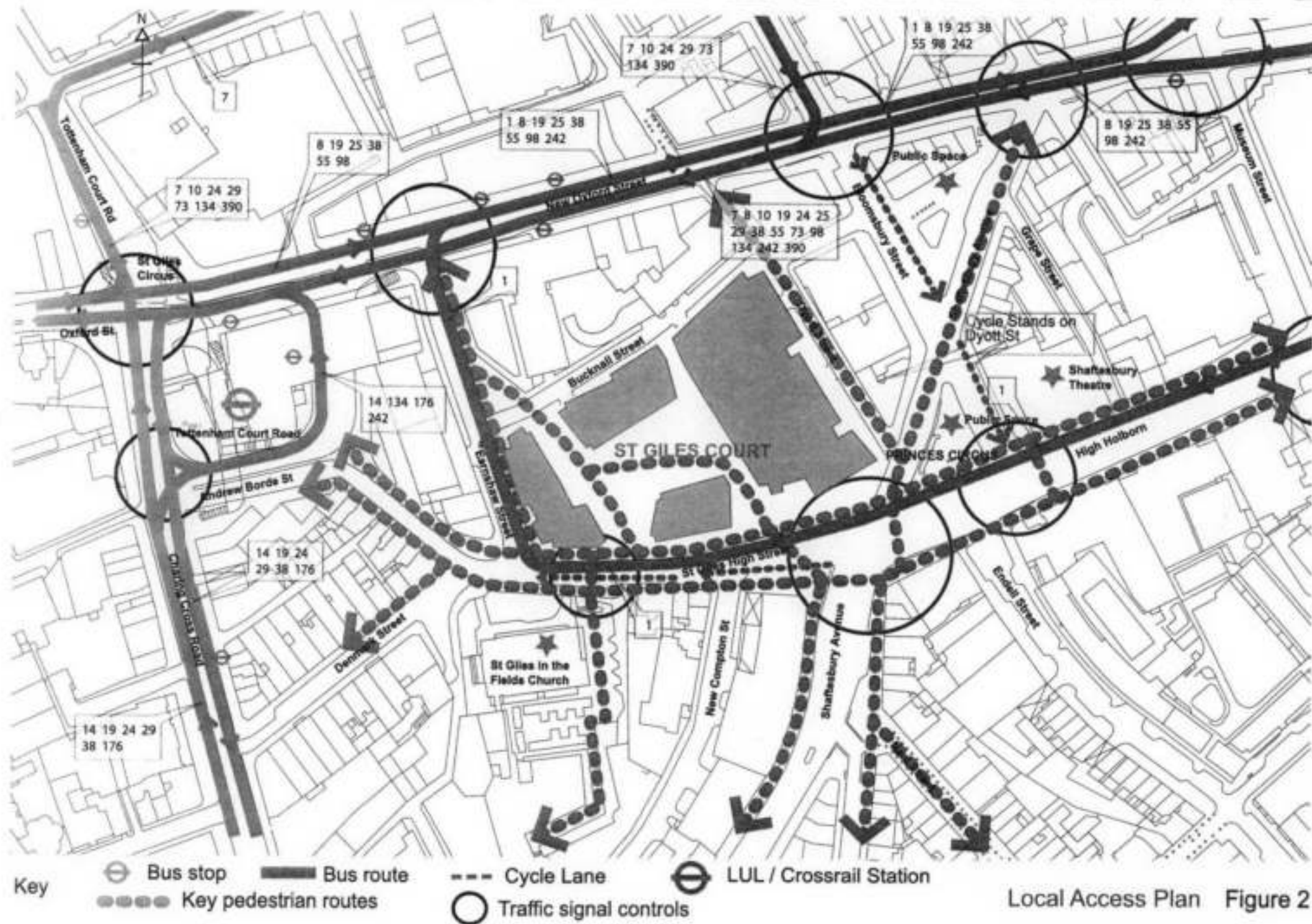
Underground Stations

- 2.9 There are a number of underground stations near the site including:
- Leicester Square (Northern and Piccadilly lines) – within 10 minutes walk of the site via Monmouth Street and Seven Dials.
 - Holborn (Central and Piccadilly lines) – within 10 minutes walk of the site along High Holborn;
 - Russell Square (Piccadilly line) – within 10 minutes walk of the site via the new pedestrian corridor along the northern section of Shaftesbury Avenue; and
 - Goodge Street (Northern line) – within 10 minutes walk of the site via Tottenham Court Road.
- 2.10 Whilst Covent Garden and Tottenham Court Road stations are in convenient proximity to the site, they are both subject to severe capacity constraint, due in the case of Covent Garden to the level of tourist/visitor activity, or in the case of Tottenham Court Road, due to major construction operations related to the Crossrail scheme/London Underground ticket hall works. Accordingly, the use of

these stations is discouraged by visitors to or occupants of St Giles Court, until conditions are improved.

Highway and Pedestrian Network

- 2.11 Local access to the site and means of pedestrian and bus connections to and from the development are shown in Figure 2.
- 2.12 Immediate local access is provided via the roads bounding the site, that is by Bucknall Street to the north; Dyott Street to the east; St Giles High Street to the south; and Earnshaw Street to the west.
- 2.13 Bucknall Street is a relatively quiet two-way street linked between Bloomsbury Street and Earnshaw Street. Dyott Street is an essentially pedestrianised street, linked through to the public space measures at Princes Circus, vehicular traffic being restricted to a short section of the road immediately south of Bucknall Street, to allow movements out of the service bay located on the north east corner of the development.
- 2.14 St Giles High Street functions in conjunction with High Holborn as a strategic east west highway corridor bringing travel movements towards Oxford Street and Tottenham Court Road. The road operates one-way westbound, and in turn serves access to Earnshaw Street, which provides a one-way northbound connection to Bucknall Street and New Oxford Street.
- 2.15 The dominance of traffic activities along St Giles High Street is substantially reduced, in keeping with the pattern of streetscape improvement and pedestrian priorities introduced with the development, in conjunction with the closure/pedestrianisation of the northern section of Shaftesbury Avenue, together with the local rerouting of traffic and the new public space measures at Princes Circus.
- 2.16 The focus on the pedestrian environment within and around the site serves to break down the barrier effect of St Giles High Street, better linking it to Covent Garden, whilst establishing a primary pedestrian corridor through to new Oxford Street and the quarter around the British Museum and the University of London, in turn enhancing connections to local tube and main line rail stations in the vicinity.



Local Access Plan Figure 2

3. A SUSTAINABLE TRANSPORT STRATEGY

- 3.1 A series of 'environmentally friendly' and sustainable transport/pedestrian measures is incorporated as a core element of the development scheme, and is introduced to reduce the impact of traffic and to give increased priority to pedestrian and non-car modes of travel. The measures build on the site's convenient location in reference to London's public transport and pedestrian network. Particular features are identified below.

Main Line Railways

- 3.2 The Travel Plan encourages strategic rail access to and from the site in lieu of private car modes, the site's central London location, within 15-minute walk/bus/underground proximity to main line stations at Kings Cross/St Pancras, Waterloo, Euston, and Charing Cross, and within a 30 minute travel time of Victoria, London Bridge and Liverpool Street stations, serving connection to all parts of the UK.
- 3.3 Corresponding timetable information of rail services is provided as part of the site information/welcome pack made available for the development. Associated interchange connections to/from St Giles Court via ongoing pedestrian, bus or underground mode are likewise presented, whilst further information can be determined in reference to the Transport for London (TfL) web site link, at www.tfl.gov.uk.

Buses

- 3.4 The Travel Plan encourages people travelling to and from the development to use bus services where appropriate. The pattern of bus routes serving the site is extensive and is shown in Figure 3, whilst corresponding bus and walk connections, linking the main line rail stations to St Giles Court, are outlined in the table below.

Table 3.1 – Bus Routes between Main Line Stations and St Giles Court

Main Line Rail Station	Bus Route No.	Peak Hour Journey Time (including walk – mins approx)
Euston	73 and 390	14
King's Cross	73 and 390	20
St Pancras	73 and 390	24
Victoria	38	24
Waterloo	176	19

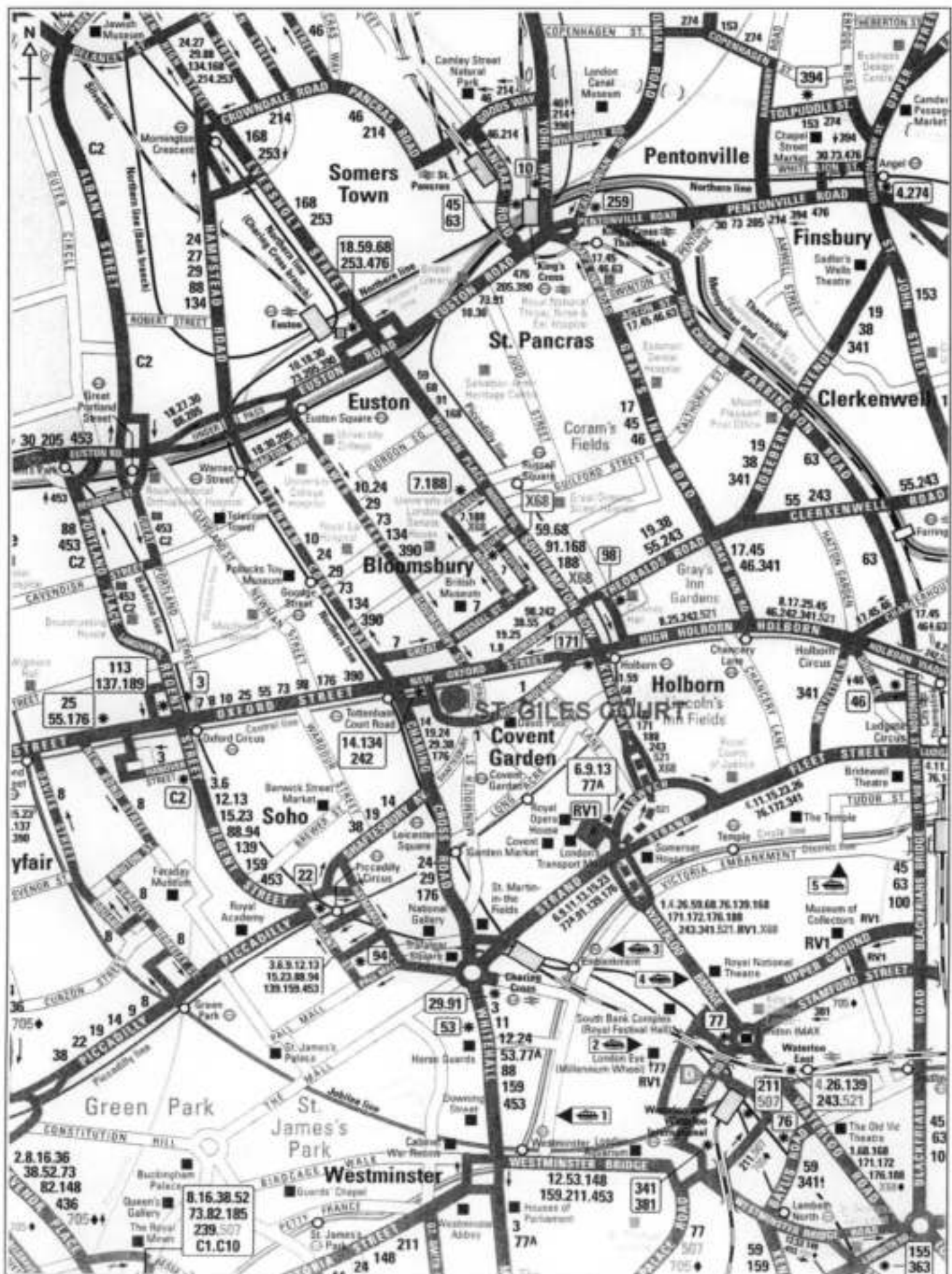


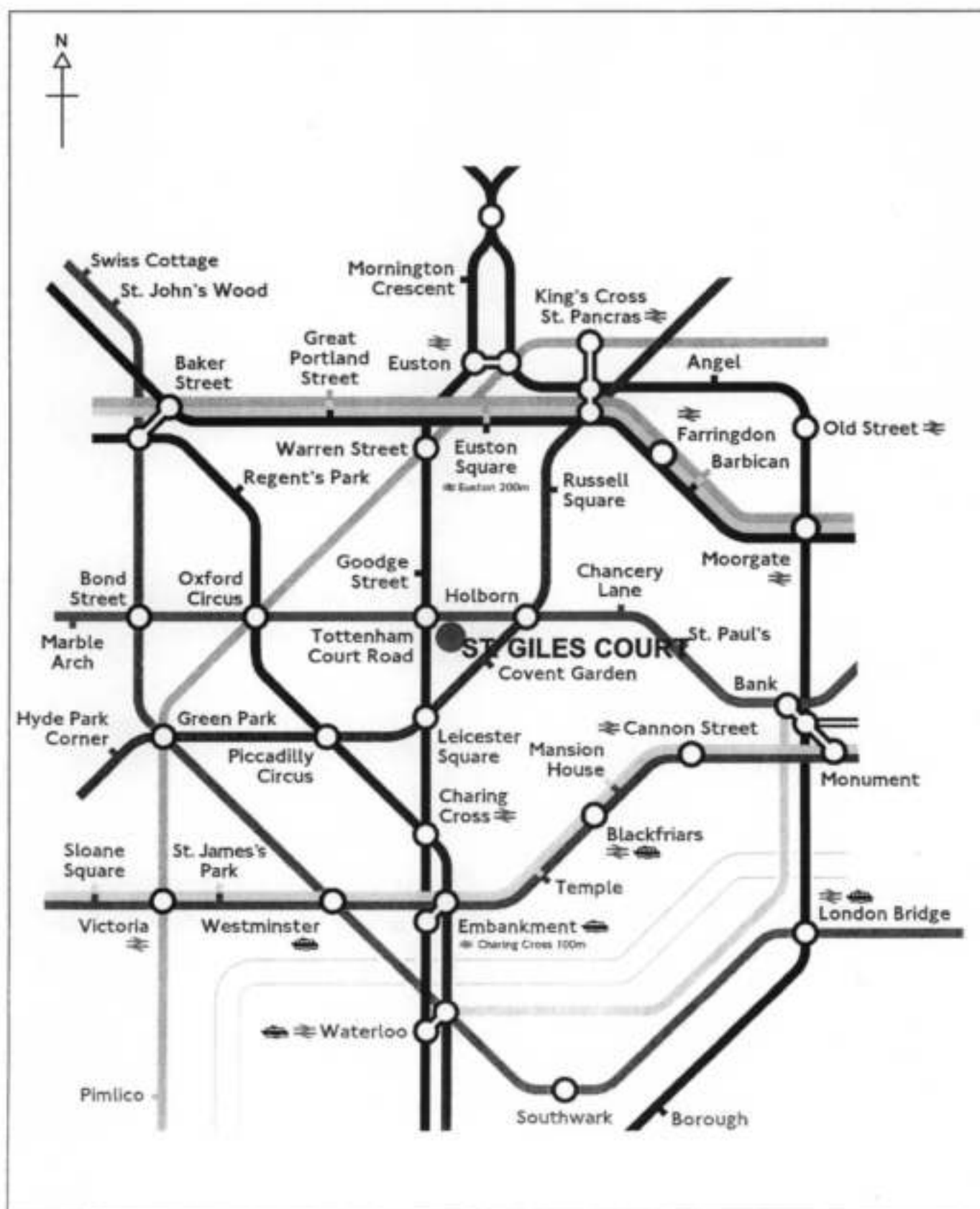
Figure 3

Underground Services

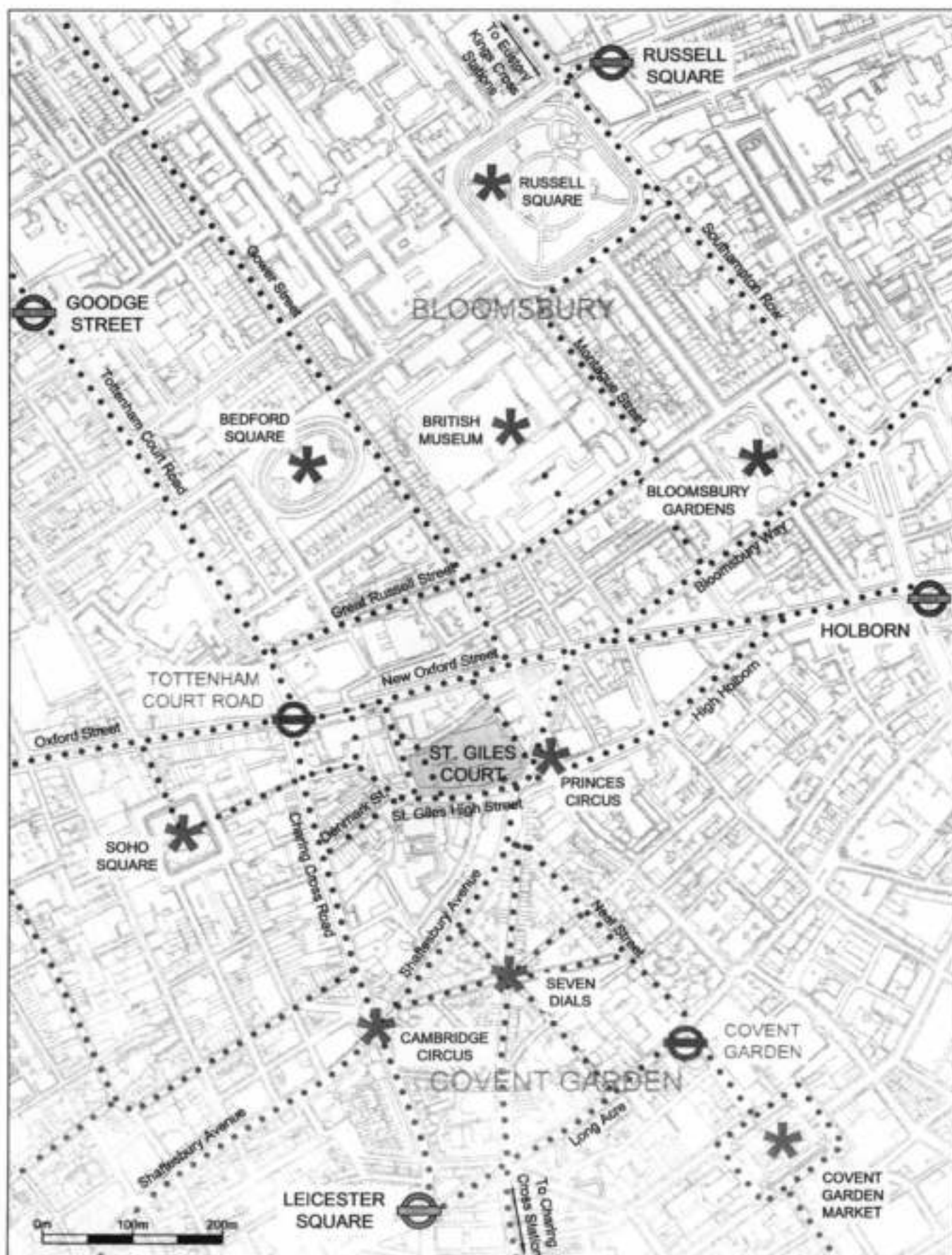
- 3.5 The Travel Plan encourages people travelling to and from the development by underground services to use Holborn, Leicester Square, Goodge Street and Russell Square stations wherever feasible, providing direct access to the site via the Central, Piccadilly, and Northern lines, and serving connection to/from main line rail stations and other parts of the underground network. The attached underground map at Figure 4 refers.
- 3.6 Use of Covent Garden is discouraged in view of the frequent overcrowding and congestion conditions related to the high tourist and visitor demands. In turn, whilst Tottenham Court Road is the nearest underground station to the site, it is already at capacity during peak times of the day particularly in the afternoon/early evening period.
- 3.7 Whilst works are already being planned to increase the size of the station by provision of a new ticket hall, the construction process is envisaged to be extended over a period of 5 years.
- 3.8 Consequently, the capacity of the station will be at times further reduced during this time, and as a result, all employees and visitors to the development will be discouraged from use of Tottenham Court Road station until the improvement works are complete.

Pedestrian Connections

- 3.9 Key pedestrian routes linking St Giles Court are shown in Figure 5.
- 3.10 Strategic pedestrian connections bring the site within about 30-45 minutes walk distance of most central London residential locations, affording often attractive routings via the riverside, through London parks and major public spaces such as Trafalgar Square, or across heritage areas and business/retail districts. Local walking/jogging routes to/from St Giles Court are available as part of the site information pack in the form of local maps to encourage the longer distance pedestrian or dedicated walker.
- 3.11 Corresponding walking routes to/from the main line rail termini and local underground stations are also shown on the site/office location map, showing linkages via Tottenham Court Road/Gower Street and Bloomsbury Street to the north, Oxford Street/New Oxford Street and High Holborn to the west/east, and Shaftesbury Avenue/Charing Cross Road to the south.
- 3.12 The extensive level of improvements to the streetscape and public realm environment in and around St Giles Court, and via St Giles High Street and Princes Circus, will bring distinct benefits to pedestrian priority and to those seeking access to bus and underground services in the area.



London Underground Network Figure 4



Key Tube Stations serving St. Giles Court



Other Tube Stations (use by St. Giles Court discouraged until completion of improvement works)

Key Pedestrian Routes - Figure 5

- 3.13 The greatly improved crossing facilities and public space provision at Princes Circus and the proposals along surrounding roads will break down the barrier effect of St Giles High Street and reduce the speeds of traffic, to encourage ease of movement and attraction of pedestrian routing to/from Covent Garden via Neal Street and/or Monmouth Street, and towards the British Museum via the new Shaftesbury Avenue pedestrian corridor.
- 3.14 The various streetscape measures, in conjunction with the design of the internal development space, serve to provide good quality, safe and comfortable walkways through and around the site, effecting direct linkages in keeping with main walking desire lines, whilst improving connections towards High Holborn, Leicester Square, Goodge Street and Russell Square underground stations.

Cyclists

- 3.15 Cycling is an environmentally friendly form of transport and is to be encouraged. Secure cycle parking facilities will be provided on the site at basement level with some 190 cycle stands for the office uses, whilst corresponding changing and showering facilities will also be provided as part of the office component. A further 19 spaces are established for the retail component, whilst additional cycle stand facilities are available for visitors to the development within the pedestrianised section of Dyott Street, as shown on the local access plan in Figure 2.
- 3.16 The wider highway vision for the area supports the provision of local cycle routing through the local street network, whilst the calming of St Giles High Street and improved crossing regime at Princes Circus contributes to an improved cycle environment within the area. Designated/principal cycle routes are shown in Figure 6.

Motorcycles

- 3.17 5 separate spaces are allocated for office-related motorcycles.

Local Vehicular Access

- 3.18 The measures, as developed, serve to rationalise site access by reducing the number of entry points around the building, thus improving pedestrian conditions on local roads, whilst establishing ease of access for deliveries and essential car journeys.
- 3.19 Corresponding servicing activity and loading bay provision will seek to rationalise delivery operations and work-to-work travel patterns.
- 3.20 The limitation of on-site parking and low car environment will constrain car ownership and associated use, such to focus travel wherever possible via public transport and pedestrian/non-car modes, whilst local services are available in respect of the Bloomsbury car club and other facilities located in the area, should access to the use of a car be required by users of the development.



Figure 6

Provision of Access for All

- 3.21 The design of the development is compliant with the requirements of the Disability Discrimination Act 1995 and does, in turn, conform to Camden Council's corresponding access standards, to ensure accessibility for all potential users. Measures include the provision of:
- step free access to all buildings;
 - minimal changes in levels along routes used by pedestrians; and
 - the provision of tactile surfacing, where appropriate, both within and around the site.
- 3.22 Corresponding attention has also been paid to the provision of dedicated wider parking bays for the disabled or physically impaired, close to lifts or points of entry from basement to upper level floors.

4. IMPLEMENTATION OF THE PLAN

- 4.1 The Travel Plan is based on an objective approach, and takes account of relevant national, regional and local government policies.
- 4.2 The Plan is to be implemented and controlled by the appointed Estate Management Company.
- 4.3 A series of initiatives are identified, to form the starting point for the Plan, whilst it is intended for the Plan to be reviewed after a 24 month period after the opening of the development, and/or upon when the majority of the floorspace is taken up and occupied.

Travel Principles

- 4.4 The Plan is underpinned by the following core principles:
- to promote understanding of how people travel to and from the site;
 - to improve the quality of travel information;
 - to develop a variety of site based travel initiatives;
 - to encourage the use of more environmentally friendly modes of transport and working practices; and
 - to reduce unnecessary travel.

Travel Surveys

- 4.5 A comprehensive travel survey shall be conducted one year after the initial occupation of any commercial space within the development to gain understanding of the travel patterns and modes of transport adopted by those travelling to and from the St Giles Court Development.
- 4.6 The results of the survey shall be used to identify opportunities for improvement of travel conditions and choices, in line with the aims of the Plan, and to prioritise measures and initiatives and to focus attention where significant gains may be obtained.
- 4.7 The situation shall be monitored continuously, and repeat surveys shall be conducted at appropriate intervals of time e.g. on an annual basis in the first three years after the development becomes operational, as part of a dynamic and responsive process.

Initial Travel Plan Initiatives

- 4.8 The following items are considered for incorporation as part of development proposals, either to be introduced at the outset or as the development is occupied.

Information

- 4.9 The provision of travel information is seen as a fundamental tool in ensuring that people travelling to and from the site do so in as sustainable a manner as possible. To this end a development related pamphlet or web based information will be produced providing information on public transport services in the area, in relation to railway, bus and underground operations, including reference to corresponding websites and contact information, as well as to other environmentally friendly forms of transport such as cycling and walking.
- 4.10 Information will also be provided on bus services in the area and well as on cycling and walking.
- 4.11 Underground information will focus on Holborn, Leicester Square, Russell Square and Goodge Street as the nearest appropriate stations to access the development.
- 4.12 The information will be made available to all companies on the site so that they can be distributed to their employees as well as being available to visitors travelling to and from the area.
- 4.13 All occupiers will be required to provide such information as part of their destination marketing.

Walking

- 4.14 The Plan also identifies pedestrian routes in the area in Figure 5, including routes between the site and points of access to public transport as well as other locations of interest such as Covent Garden, Oxford Street and the British Museum.
- 4.15 Walking routes and the time taken to walk between the development and recognised destinations in the area will also be focussed on in any travel related marketing material.

Cycling

- 4.16 Details of cycle route networks in the vicinity of the site are included in Figure 6.
- 4.17 Other cycling related initiatives such as 'cycling breakfasts', training, pool cycles will also be considered and, where appropriate, encouraged at the development.

Cars

- 4.18 A principal aim of the Plan is to try to minimise the need to use cars when undertaking travel related activities connected with the development.
- 4.19 The first step has been to provide only a small number of on site parking spaces and thereby limit the number of cars that can travel to and from and park within the site boundaries.

- 4.20 The Plan encourages occupiers to work with recognised car clubs operating in the area to introduce car club facilities at the development.
- 4.21 In addition it is also proposed to promote awareness of the benefits of using alternative forms of transport to the car via events including supporting 'car free' days.
- 4.22 Occupiers of the site will also be encouraged to review their vehicle fleets and, where appropriate, consider making them more environmentally friendly. The owner will actively co-operate with occupiers to provide electric charging facilities for vehicles where required in the basement car park.

Home Working

- 4.23 With the introduction of more and more electronic working aids it is becoming easier for some employees to work from home, possibly on a part time basis. Such arrangements will obviously help to reduce movements to and from the site and, as a result, occupants will be made aware of the potential benefits of home working in appropriate situations.

Servicing and Refuse Management

- 4.24 Improved management of servicing activities can also assist in reducing the environmental impact of service vehicles. To this end consideration will be given for example: to the adoption of joint ordering systems by different occupiers of the development; the introduction of development based recycling schemes; and the use of environmental friendly delivery vehicles.
- 4.25 There are separate service and refuse plans which should be read in conjunction with this document.

Monitoring the Plan

Travel Coordinator

- 4.26 A Travel Coordinator will be appointed by the Estate Management team to be responsible for guidance and monitoring of the Plan and reporting on its effectiveness. It is envisaged that a report will be prepared on an annual basis, for circulation to all the organisations based in the development as well as the Borough. The report will present the findings of any travel survey undertaken since the previous report, report on any transport initiatives, considering their impact as appropriate, and put forward recommendations for the future.

Travel Forum

- 4.27 A Travel Forum shall be established from representatives of the companies in St Giles Court and will be chaired by the Travel Coordinator. The Forum, which it is proposed shall meet once every six months, will act under the following remit:

- to review the effectiveness of any existing initiatives and suggest improvements where appropriate;
- to organise and undertake travel surveys of the site;
- to consider and put forward new initiatives including 'car free days', car share and car clubs;
- to appraise delivery operations, and to encourage the use of more environmentally friendly vehicles to reduce the impact of service activities;
- to ensure that the Plan is marketed; and
- to publicise Plan related achievements.

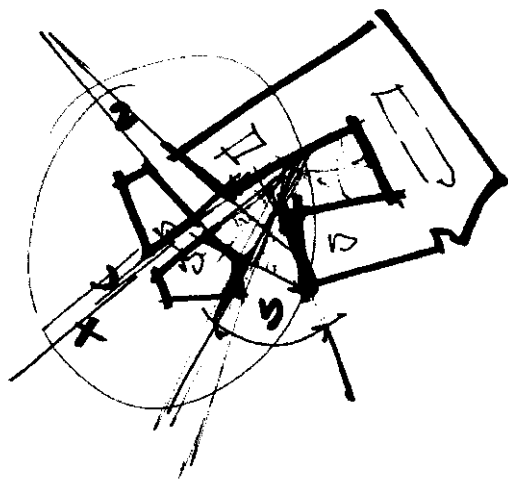
4.28 It is proposed to affiliate the Transport Forum with the London Borough of Camden's 'North and Central Travel Plan Network' and the Association of Commuter Transport. Membership of these organisations will ensure that the Forum keeps in touch with current transport issues and secures liaison towards the identification and implementation of new initiatives.

5. STATEMENT OF INTENT

- 5.1** Legal & General, as owners of St Giles Court, are committed to the introduction of a sustainable transport strategy for the commercial operations at the site including the introduction of transport initiatives and monitoring their effectiveness through the appointment of a Travel Coordinator and by the role of the Transport Forum.
 - 5.2** Accordingly, the owners of the development will use reasonable endeavours to ensure compliance with the Commercial Users Sustainable Travel Plan, through the remit of the Estate Management team.
 - 5.3** In turn the lessees and tenants of the development will be required to comply with the principles of the Plan, alongside corresponding commitment to the associated Service and Refuse Plan objectives, in signing up to a Partnering Charter for the development, exercised through the Estate Management Strategy.
-

SEVENTH SCHEDULE

Legal & General Assurance Society Ltd



ST GILES COURT REDEVELOPMENT

Service Plan

30 May 2006

Prepared by:

Matrix Associates (UK) Ltd
17 Neal's Yard
Covent Garden
London, WC2H 9DP

Tel: 020 7715 5810
Fax: 020 7379 5990

 **matrix**
associates
URBAN STRATEGY AND DEVELOPMENT

CONTENTS

1. Introduction
2. Development Context
3. Access and Egress to/from the Development
4. Management of Servicing Operations
5. Use of On-Street Bays
6. Statement of Intent

Figures

- 1 - Highway Context and Routings
- 2 – Service Bay and Basement Car Park Layout

1. INTRODUCTION

- 1.1** This Service Plan has been prepared by Legal & General, and establishes measures for the management and control of servicing operations related to the St Giles Court Development at 1-13 St Giles High Street, to the north of Covent Garden in London.
- 1.2** The Plan is prepared in accord with the requirements of the Section 106 Agreement for the Development entered into with the London Borough of Camden. It should be read in conjunction with the corresponding St Giles Court Refuse Plan and is administered as part of the overall Estate Management Strategy controlling the operation of the site.
- 1.3** The Plan provides summary details about the development; it outlines the servicing facilities available; and describes the arrangements in place to control the pattern of deliveries, service activities and maintenance operations related to the site.
- 1.4** Details are in turn presented advising routings to and from the site, together with guidance on the use of on-street loading/unloading/parking bays adjacent to the site.
- 1.5** The document concludes with a statement of intent confirming Legal & General's commitment to the contents of the Plan.

2. DEVELOPMENT CONTEXT

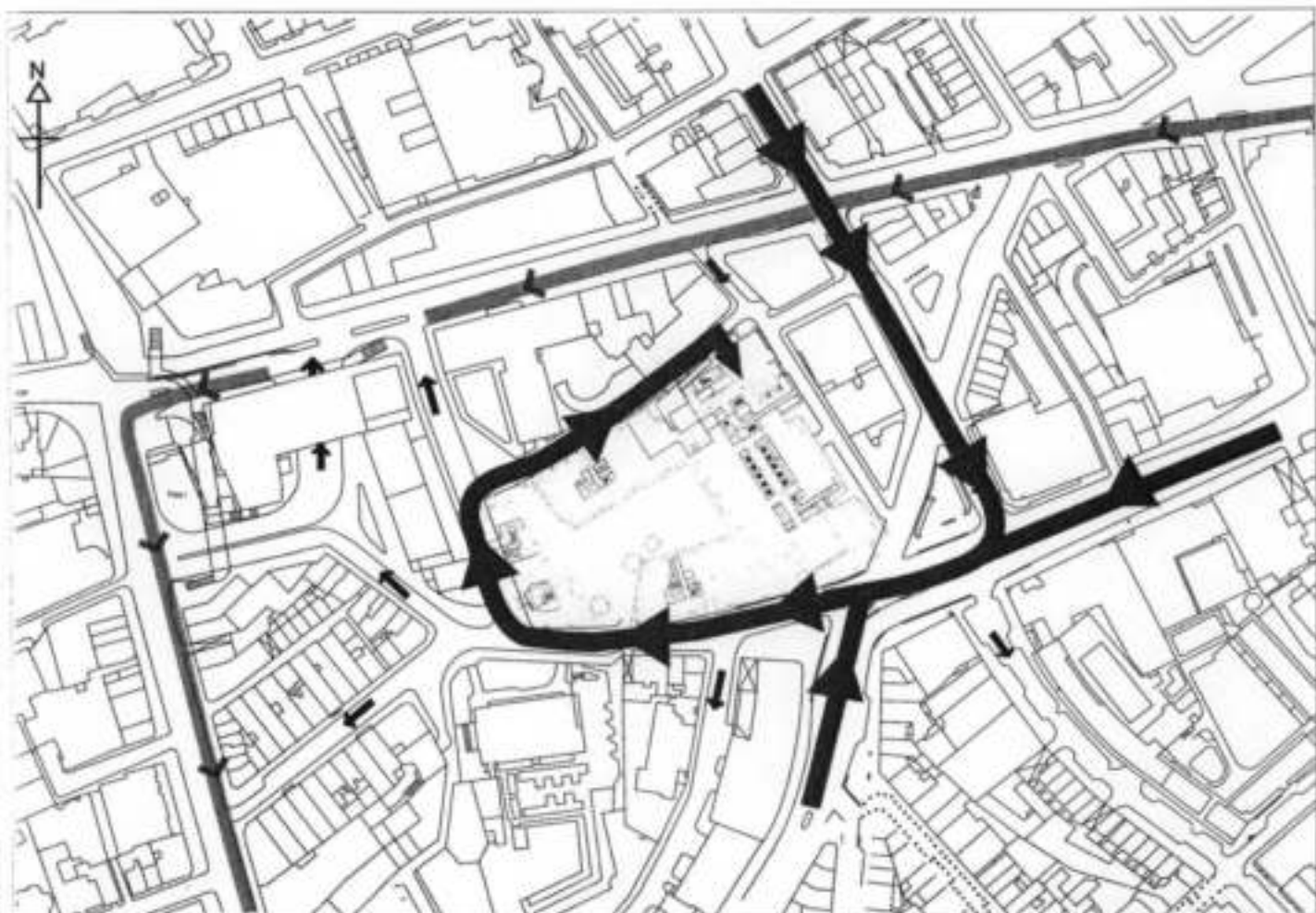
- 2.1 St. Giles Court is a prestigious, mixed-use development owned by Legal & General, comprising offices, housing units/apartments and retail uses including shops and restaurants. It is covered by a no-smoking policy, and comprising nearly 65,000 m² of development, is subject to a varying range of residential, business/commercial, visitor and associated servicing activities.

Location and Highway Network

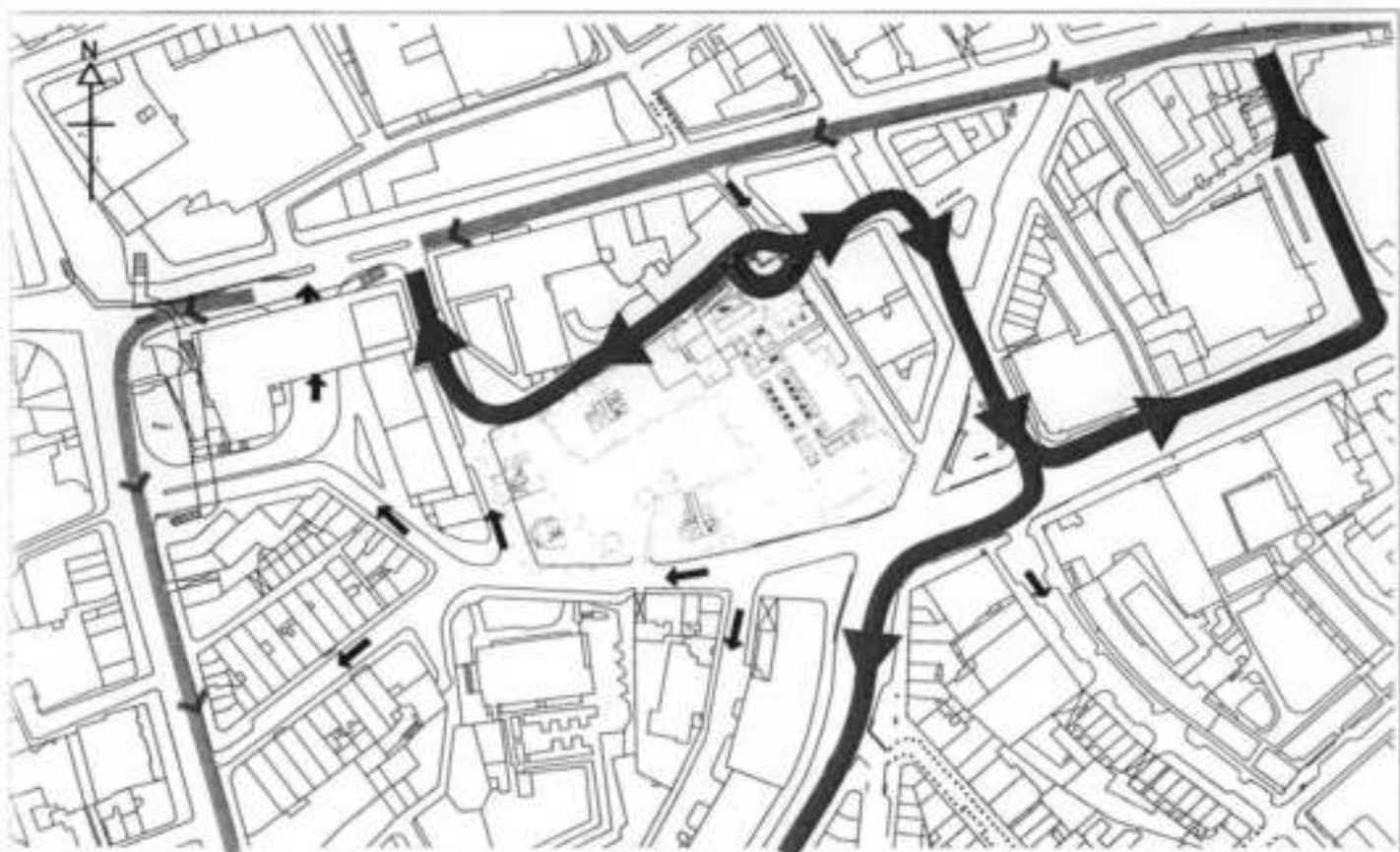
- 2.2 The building is situated within the London Borough of Camden, in the west end of London. The highway context and associated routings to and from the sites are shown in Figure 1.
- 2.3 The development is located to the south east of the junction with Oxford Street/Tottenham Court Road/New Oxford Street/Charing Cross Road, to the west of Gower Street/Bloomsbury Street and to the north west of Princes Circus/High Holborn, these routes combining to effect strategic routing to/from the St Giles Court site.
- 2.4 Immediate local access is provided via the roads bounding the site, that is by Bucknall Street to the north; Dyott Street to the east; St Giles High Street to the south; and Earnshaw Street to the west.
- 2.5 Bucknall Street is a relatively quiet two-way street with some on-street parking bays on along the northern kerbline. Dyott Street is an essentially pedestrianised street with vehicular traffic restricted to a short section of the road immediately south of Bucknall Street, to allow movements out of the service bay located on the north east corner of the development.
- 2.6 St Giles High Street functions in conjunction with High Holborn as a strategic east west highway corridor bringing traffic towards Oxford Street and Tottenham Court Road. The road operates one-way westbound, and in turn serves access to Earnshaw Street, which provides a one-way northbound connection to Bucknall Street and New Oxford Street.
- 2.7 The dominance of traffic activities along St Giles High Street is substantially reduced, in keeping with the pattern of streetscape improvement and pedestrian priorities introduced with the development, in conjunction with the closure of the northern section of Shaftesbury Avenue, the local rerouting of traffic and the new public space measures at Princes Circus.

Servicing Facilities



- 2.8 Apart from designated parking areas, 'no waiting' restrictions are generally imposed along the roads bordering the development. In addition there are 'no loading - Monday to Friday 0830 am to 7 pm' restrictions in force along St Giles High Street which extend slightly into Earnshaw Street at its junction with St Giles High Street.



Routings To the development

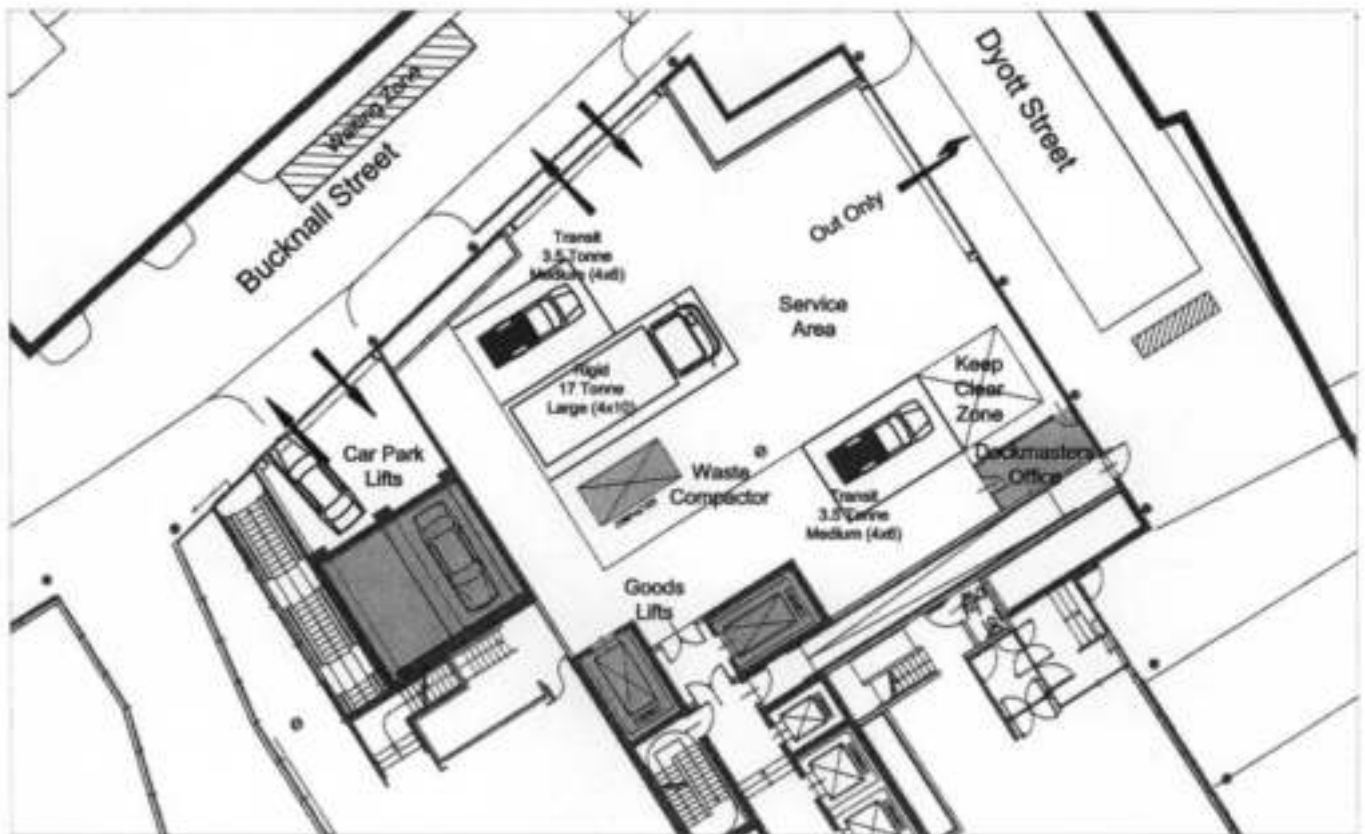


Routings From the development

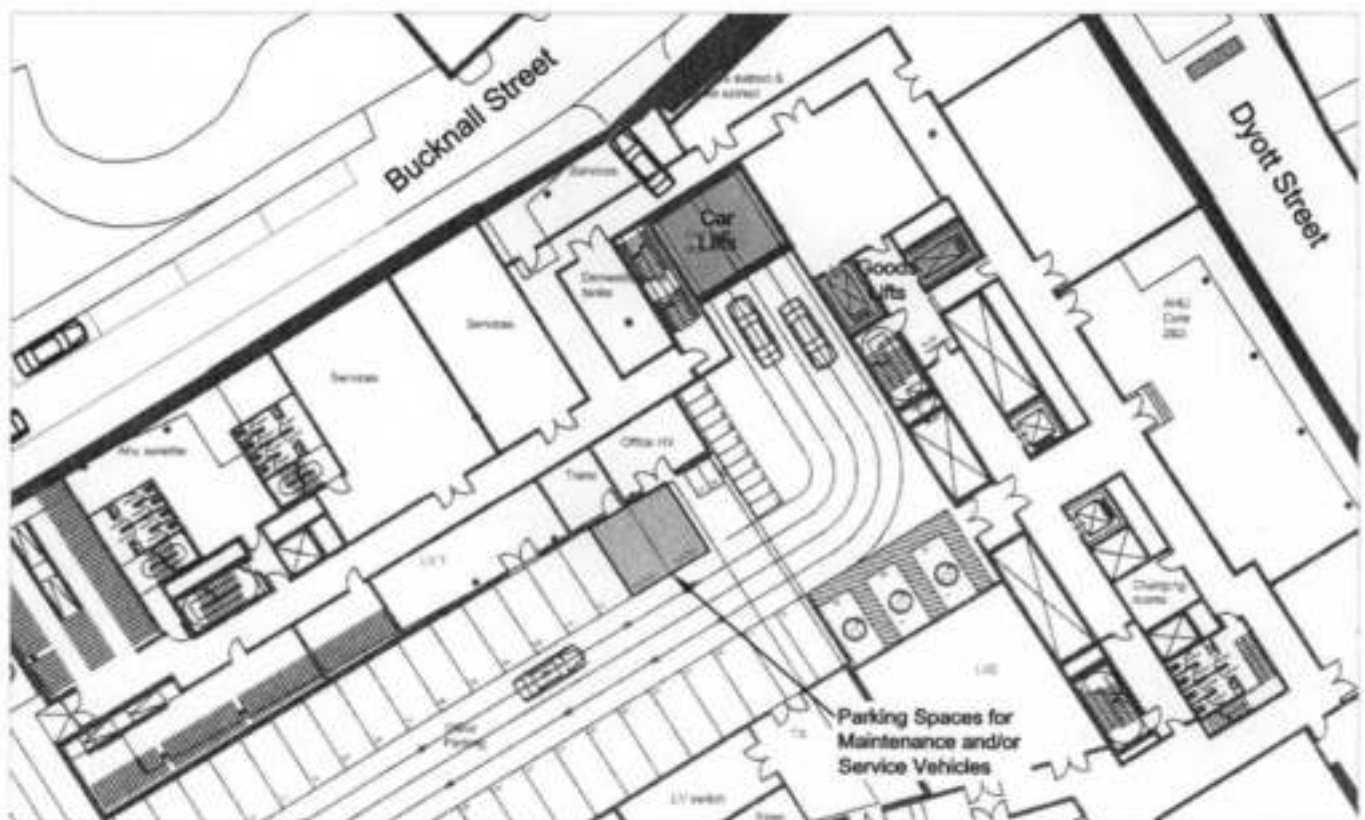
Key  One way street
  Bus lane

Highway Context and Routings Figure 1

- 2.9 St Giles Court features a ground level service area which is located at the northeast corner of the development i.e. adjacent to the junction of Bucknall Street with Dyott Street. The development also has two bays for the use of maintenance/service vehicles in the basement parking area which is accessed via a car lift off the southern side of Bucknall Street.
- 2.10 Figure 2 shows the layout of the service area, the access into the basement car park car lift and the layout of the basement car park which identifies the two bays set aside for the use of maintenance/service vehicles.
- 2.11 The service area has the following features:
- one loading bay for 10m long rigid vehicles up to 17 tonne gross vehicle weight [bay size 10mx4m wide];
 - one bay for the sites waste compactor which can also be used by a 7m long delivery vehicle e.g. a long wheel base transit van [bay size 7mx4m wide];
 - one small van bay e.g. for 'normal' transit vehicles up to 3.5 tonne gross vehicle weight [bay size 5mx3m wide]; and
 - a fourth bay which will be available at 'peak times' for 'fast drop offs' e.g. for transit and parcel cars up to 3.5 tonne gross vehicle weight [bay size 5mx3m wide].
- 2.12 A 3m wide zone at the back of the service area provides an offloading area away from vehicle movements. This area is clearly marked to ensure that the drivers of reversing vehicles know where they have to stop and for individuals to know where they are to offload and move goods. The service route provides a clearly marked route to the goods lifts ensuring a safe working environment.
- 2.13 Designated loading/unloading/parking bays are located on-street, as follows:
- on the north side of St Giles High Street opposite the junction with New Compton Street; and
 - on the west side of Bloomsbury Street to the south of Bucknall Street.
- 2.14 Whilst the service bay area is intended for bulkier deliveries, the on-street bays are established for non-bulky, quick-stop/small vehicle deliveries and courier use, the facility in St Giles High Street providing in part for the retail uses on the development frontage, whilst that in Bloomsbury Street doubles as a service facility for the local Baptist church and other premises previously served via Dyott Street, prior to its pedestrianisation.
- 2.15 General loading/unloading provision is in turn available in Earnshaw Street, to service the residential needs, consistent with the single yellow line designation.



Service Area Layout



Basement Car Park Layout

3. ACCESS AND EGRESS TO/FROM THE DEVELOPMENT

- 3.1 This section of the service plan identifies the routes by which drivers should go to and leave St Giles Court. Details are shown in Figure 1 and detailed below.

Site Access

- 3.2 The preferred routes for vehicles making deliveries to the service area are as follows:

- from the north – A400 Gower Street/Bloomsbury Street, Princes Circus, St Giles High Street, Earnshaw Street and Bucknall Street;
- from the east – A40 High Holborn, Princes Circus, St Giles High Street, Earnshaw Street and Bucknall Street; and
- from the south – A401 Shaftesbury Avenue, St Giles High Street, Earnshaw Street and Bucknall Street.

- 3.3 Due to the highway layout and the traffic management regime in operation in the St Giles Court area direct access from the west is not strictly achievable, and corresponding connections should be made by via the routes above.

- 3.4 Should delivery vehicles be unable to gain access to the service area, a designated waiting zone will be available on the north side of Bucknall Street opposite the service entrance, subject to Highway Regulations, which can be used for a short period until the service area is clear.

- 3.5 Site access maps and development context plans marking the service points will be issued to regular service delivery operators, as part of the information set available for the development, whilst corresponding web site details will also be available.

Site Egress

- 3.6 Egress from the service area is possible onto both Bucknall Street and Dyott Street. The route which vehicles should use will depend upon their size and ultimate destination.

- 3.7 Wherever feasible vehicles should leave the service bay via the Bucknall Street exit. However large vehicles may only be able to egress the site satisfactorily via the Dyott Street exit. If a driver is in doubt about which exit to use they should seek advice from the service area manager for clarification before leaving the site.

- 3.8 Wherever possible vehicles should leave the site by turning east along Bucknall Street then south along Bloomsbury Street and then either east along High Holborn or south along Shaftesbury Avenue. Only 'small' vehicles e.g. vans/vehicles up to 3.5 tonne gvw should turn west along Bucknall Street and then north along Earnshaw Street.

Miscellaneous Access/Egress Issues

- 3.9 Vehicles will only be allowed drive forward into and drive forward out of the service area i.e. they will not be permitted to either reverse in or out of the area. Vehicles will not be permitted to manoeuvre in the roads surrounding the site i.e. Bucknall Street or Dyott Street since all manoeuvring is to take place wholly within the designated service area.
- 3.10 When leaving the service area drivers should be aware of pedestrians, particularly if exiting onto Dyott Street which will be a primarily pedestrian area, and drive appropriately. Signs erected within the service area will remind drivers of the fact that care is needed when leaving the site.
- 3.11 Waiting on street in anything other than designated bays or areas will not be permitted. Waiting on street either partially or wholly on footways is an offence.
- 3.12 Drivers travelling to and from the site should be aware that major construction works, as part of the Crossrail scheme or under separate London Underground contract, will be taking place at Tottenham Court Road underground station, located at the junction of Tottenham Court Road, New Oxford Street, Charing Cross Road and Oxford Street, involving the provision of a new ticket hall, which may result in the introduction of temporary traffic restrictions in the St Giles Court area and/or localised traffic congestion over a period of up to 5 years.

4. MANAGEMENT OF SERVICING OPERATIONS

- 4.1 An estate management company will manage St Giles Court, on behalf of Legal & General, particular responsibilities including site security and the management of delivery and servicing arrangements.
- 4.2 The Estate Manager will establish contact details and will make access and delivery information available as appropriate to particular servicing requirements.

Service Area

- 4.3 Although the service area will be available for deliveries 24 hours seven days per week the service areas roller shutter doors will normally only be open between 0700 and 1900 hours. Outside these times the roller shutter doors will normally be closed and drivers of delivery vehicles will have to wait for them to be opened to gain access into the service area.
- 4.4 The service area can only be accessed from Bucknall Street but it can be egressed from either Bucknall Street or Dyott Street depending upon the size of the vehicle and its intended route after it has left the development.
- 4.5 Before entering the service area drivers of delivery vehicles will need to park their vehicles in Bucknall Street and make their presence known to the service area manager who is based in the office in the service area. Vehicles will not be allowed to straddle the public footway for a period in waiting for entry, and may potentially be directed to the waiting zone on the northern side of Bucknall Street adjacent to the site entrance, until the area is clear.
- 4.6 A pre-booking system will be in operation for vehicles requiring access to the service area. Organisations e.g. tenants and/or the Estate Managers, who require deliveries via the service area will need to liase with the service area manager in advance of any delivery vehicles arriving at the site.
- 4.7 Arrangements will need to be made at least 24 hours in advance of any vehicle arriving at the site. The sooner the service area manager is contacted the more likely that it will be possible to schedule deliveries at the required times. Vehicles which have not gone through a pre-booking procedure will be turned away from the site and not allowed to undertake a delivery. The pre-booking system will result in the allocation of a delivery number which will be associated with an allocated arrival time. As part of the pre-booking system the following information will be required:
- preferred date/time of delivery;
 - anticipated duration on site;
 - size of vehicle; and
 - contact details in case of problems.

- 4.8 Wherever possible deliveries will be scheduled between 0700 and 1900 hours in order to minimise the number of vehicle movements outside this time period.
- 4.9 Organisations should note that only under exceptional circumstances will vehicles longer than 10m be allowed in the service area. Vehicles longer than 10m will normally be refused access to the service area.
- 4.10 Before being able to enter the site drivers of delivery vehicles will be asked for their allocated delivery number and the service area manager will give direction as appropriate to the type and nature of the collection or delivery operation.
- 4.11 Whilst every effort will be made to allow vehicles with a pre-allocated booking to enter the site at the prescribed time the Estate Management will not guarantee right of entry to service vehicles at any time. In turn, all effort will be made to accommodate vehicle arriving outside prescribed times, although non compliance with agreed arrangements could result in vehicles being turned away.
- 4.12 Estate Management personnel will be responsible for controlling the movement of vehicles in the service bay and ensuring that there is a safe working environment. They will not sign for goods delivered via the service area.
- 4.13 Once a driver is given permission to enter the service area the driver will be told which service bay to use and which route to use on exit from the site, that is via Bucknall Street or Dyott Street.
- 4.14 Once the delivery is complete the driver should leave the service bay as soon as possible and the departure of the vehicle will be recorded.
- 4.15 Under no circumstances is the service area to be used for the storage of goods as this will affect the efficient operation of the area due to the limited amount of space available.
- 4.16 Where bulk or delivery of particularly heavy items is planned, which could potentially cause damage to the fabric of the building, it will be necessary to agree the precise route of entry and ensure that relevant parts of the building, which may be susceptible to damage, are adequately protected. Any such protection works are to be carried out at the expense of the tenant concerned and, if appropriate, a Schedule of Condition will be prepared by the Building Manager in advance of the delivery to ensure that any disputes as to who caused the damage are eliminated.
- 4.17 The Landlord and/or its representatives cannot be held responsible for any loss or damage, which may occur to either post or other goods collected or delivered.
- 4.18 Attention is drawn to users of the service area that there are some residential premises both on the site and around the site and therefore noise from servicing activities will need to be kept to a minimum. This fact will be drawn to the attention of people using the service area.

Maintenance Activities

- 4.19 It is anticipated that there will be two basic types of maintenance activity at St Giles Court:

- planned; and
- unplanned i.e. emergency.

Planned Maintenance

- 4.20 Maintenance vehicles will normally be expected to use one of the two parking bays specifically provided in the basement parking area for their use. Organisations requiring access to the basement maintenance parking bays should notify the Estate Management in advance. When making arrangements for use of the bays the size of the maintenance vehicle will be required so it is clear whether it can use the lift down to the basement parking area as well as fitting into either of the designated basement parking bays. If the vehicle is too big for either the lift or the bay then there are two options:

- a smaller vehicle should be used; or
- alternative arrangements will need to be made e.g. the use of a bay in the ground level service area which could mean that the maintenance activities will need to be rescheduled.

- 4.21 Upon arrival at St Giles Court drivers of vehicles with prior permission to enter the basement car park will need to use the entry phone system at the entrance to the car lift. Once the intercom has been activated the control room officer will ask the driver to identify himself/herself and if their identity matches that contained within the daily car park schedule, as arranged in advance, the security officer will activate the barrier and afford the driver and vehicle access to the car lift. If necessary the driver will be advised which bay to use in the basement car park.

- 4.22 Upon completion of their activities drivers of maintenance vehicles shall advise security of their impending departure and then leave via the car lift.

Emergency Maintenance

- 4.23 In the case of emergency maintenance being required organisations should inform the Estate Management team as soon as possible after the need for such maintenance is discovered. The Estate Management team will then advise on the preferred arrangements for maintenance vehicles accessing and parking at the site which should be passed onto the organisation undertaking the emergency maintenance activities immediately and preferably before arriving at the site.
- 4.24 In emergency situations it may be necessary to cancel some previously planned routine maintenance activities and/or deliveries which will be at the discretion of the Estate Management team. Under such circumstances alternative maintenance and/or delivery arrangements may need to be made.

Duration of Stay

- 4.25 Maintenance vehicles may occupy the basement car park overnight or for extended periods of time but the Estate Management team must be made aware of and agree to such arrangements in advance.

Fitting Out the Building

- 4.26 During the fitting out of the building it is anticipated that the service area will be the main location where deliveries of furniture etc. are made. It is possible however that, if the capacity of the area is greatly exceeded by the demand for vehicular space, provision for making deliveries on the pedestrianised part of Dyott Street may be possible during less active pedestrian periods. Such provision should be arranged in advance through the Estate Management team with the London Borough of Camden, and whilst likely to be agreed, cannot be strictly guaranteed.

Access to the Building

- 4.27 During the course of making deliveries and/or undertaking maintenance activities all personnel without a site identity card will be required to sign in at the rear reception and obtain a contractors pass for the day. The pass should be handed in before leaving the site.
- 4.28 People entering the building under such circumstances i.e. undertaking deliveries or maintenance activities will need to make themselves familiar with health and safety rules for the site including the location of fire escape routes. This information will be kept in the rear reception office.

Security

- 4.29 All vehicles and their occupants entering the site either to make deliveries or for maintenance purposes etc. may – without notice – be subject to random internal and external inspection prior to entry being permitted.

No Smoking Policy

- 4.30 St Giles Court has a no smoking policy in all common areas which includes the service area, car lifts and basement car park.

Deliveries Not Using the Service Area

- 4.31 It is anticipated that the main service area will cater for all of the main, bulky deliveries to the office, retail units and restaurants/cafes. However, there are some on street loading/unloading/parking bays provided around the site and it is expected that these bays will be used for courier activities, for small/quick-stop deliveries to the retail units and cafes, and for servicing of the residential units at the western end of the site.
- 4.32 It should be noted that the estate management process does not control the operation of the on-street bays, whilst further information on their use can be found in the following section of the plan.

5. USE OF ON-STREET BAYS

- 5.1 Two on-street bays/designated areas are established in immediate proximity to St Giles Court, which can be used for site related loading/unloading/parking activities. Whilst located on the public highway, the facilities are available for general use, and are not confined to the activities of St Giles Court.
- 5.2 The bay in St Giles High Street is located on the new development frontage, opposite New Compton Street. It comprises a 'full width' offside loading/unloading lay-by 15m in length, with room for up to three small vans or two medium sized goods vehicles in combination with provision for motorcycle/cycle deliveries.
- 5.3 It is anticipated that this will provide the main on-street loading/unloading facility for quick/small deliveries related to the new development; and is notably available for use by the retail/frontage outlets, as well as providing for general courier activities.
- 5.4 The facility in Bloomsbury Street to the south of Bucknall Street comprises an offside loading/unloading lay-by 15m in length which is situated outside the Bloomsbury Central Baptist Church. The bay, which is 'full width', has room for a combination of small/medium size delivery vehicles and motorcycles as per the St Giles High Street facility.
- 5.5 The main purpose for this is to provide a loading/unloading facility for the church and adjacent premises in Dyott Street due to the loss of service provision brought about by the pedestrianisation measures, and should strictly only be used by vehicles making deliveries to St Giles Court when all other suitable facilities in the area are occupied.
- 5.6 Use of all the on street loading/unloading facilities will be subject to the waiting/loading and unloading restrictions in force at the time. If there is no space in any of these bays then drivers should either find somewhere else in the area to park whilst making deliveries to St Giles Court or leave the area and return at a later time when spaces are available.

Motorcycle and Cycle Couriers

- 5.7 It is anticipated that, other than in exceptional circumstances, motorcycle and cycle couriers will not use the main service area and will therefore park on street when making deliveries. As a result the most suitable location for them to stop will be in the loading/unloading lay-by on St Giles High Street which is the closest facility to the main entrance of the office building which is likely to be the main destination for such deliveries. As with other users of the lay-by courier's vehicles will be subject to the prevailing loading/unloading/parking restrictions.
- 5.8 Further facilities will be available for cycle couriers by use of the cycle stands provided in the pedestrianised section of Dyott Street. Motorcycle and cycle couriers should not otherwise use the public spaces inside and around the development to park motorcycles and bicycles including designated footways, even for a short period of time, since these areas are reserved for the

exclusive use of pedestrians either accessing or passing through the development.

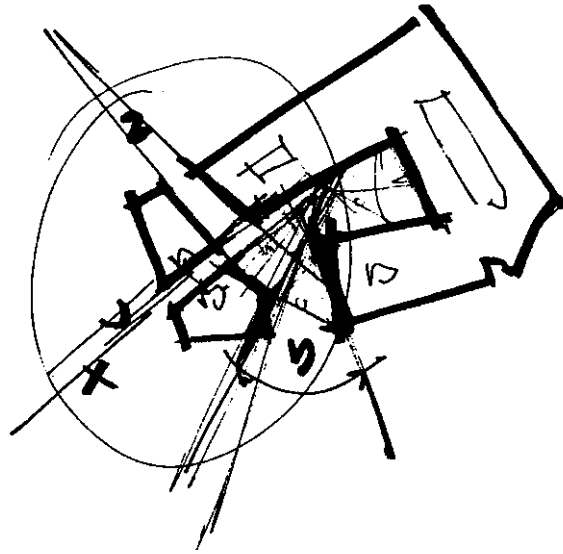
- 5.9 Couriers should make deliveries via the main reception desk. Estate Management personnel will sign for courier delivered packages, parcels and post and advise organisations in the building of courier deliveries but they will not be held liable for items reaching their final destination.
- 5.10 All motorcycle couriers will be required to remove crash helmets before entering the building.

6. STATEMENT OF INTENT

- 6.1** This Service Plan provides an agreed framework for the conduct of service operations related to St Giles Court. Originally issued as part of the Section 106 Agreement for the development, the Plan will be reviewed after 24 months of the building's initial occupation, upon when the majority of accommodation is taken up.
 - 6.2** Legal & General, as owners of St Giles Court, are committed to the efficient management and control of servicing arrangements related to the development, without detriment to external public highway functions and/or to adjacent property/neighbourhood conditions.
 - 6.3** Accordingly, the owners of the development will use reasonable endeavours to ensure compliance with the Service Plan, through the remit of the Estate Management team.
 - 6.4** In turn, the lessees and tenants of the development will be required to comply with the principles of the Plan, alongside corresponding commitment to the associated Refuse Plan and Sustainable Travel objectives, in signing up to a Partnering Charter for the development, exercised through the Estate Management Strategy.
-

EIGHTH SCHEDULE

Legal & General Assurance Society Ltd



ST GILES COURT REDEVELOPMENT

Sustainability Plan

CONTENTS

1. SUMMARY
2. PRELIMINARY BREEAM & ECO-HOMES ASSESSMENTS
3. ENERGY CONSERVATION
4. RENEWABLE ENERGY
5. WATER CONSERVATION
6. BIO-DIVERSITY
7. OTHER MEASURES

1. SUMMARY

The aim of this plan is to show how the development will address issues of sustainability in the design and construction of the project.

2. PRELIMINARY BREEAM & ECO-HOMES ASSESSMENTS

The commercial office scheme has been assessed prior to the planning application and achieved on preliminary rating of "Very Good".

The Private and Affordable housing has been assessed prior to planning under the Eco-homes rating method and has achieved "Pass" and "Good" respectively.

2.1 Certification of Scheme under BREEAM and Eco-homes

The developer is committed to undertaking full assessments under both schemes and to:-

- Appoint an independent assessor accredited by the BRE.
- To develop the design and construction best practice to achieve the preliminary assessment and if economically and technically feasible to improve on the preliminary assessment.
- To ensure all necessary calculations, specifications and certifications are produced to enable full certification.

3. ENERGY CONSERVATION

To meet and where economically feasible to exceed the energy conservation standards stated in "Part L" of the building regulations including the following specific measures:

- High efficiency DC motors to fan coil units.
- Centralised automatic power factor correction.
- Presence / Photo sensors on all office lighting.

4. RENEWABLE ENERGY

To implement a renewable energy strategy through the use of wood pellet fired boilers with the following proviso's:-

- That a proven supply chain is available.
- That an economic supply is available.
- That the technology is proven and robust.

The boilers will serve the heating requirements for the Offices and Affordable housing and hot water for both Affordable and Private Housing.

5. WATER CONSERVATION

- Rainwater harvesting from the office roofs for irrigation.
- Grey water recycling to be used for toilet flushing in the housing and offices.
- Infrared taps to office WC's.

6. BIO-DIVERSITY

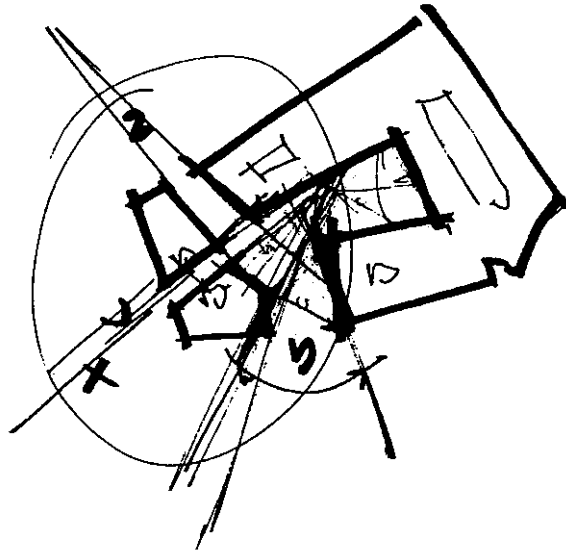
- Intensive Green Roof (landscaped garden) to the southern roof of the office.
- Extensive Green Roof (Sedum or similar) to the Northern and Eastern office roofs.

7. OTHER MEASURES

- Ozone treatment to wet cooling towers.
- Electric Vehicle Rechargers in the car park.
- Refrigerant recovery device.
- Mineral fibre insulation to pipework and ductwork.

NINTH SCHEDULE

Legal & General Assurance Society Ltd



ST GILES COURT REDEVELOPMENT

Construction Code of Practice

CONTENTS

- 1. AIM OF THIS CODE OF PRACTICE**
- 2. DEVELOPMENT AND IMPLEMENTATION OF THE CODE OF PRACTICE**
- 3. AREAS COVERED BY THE CODE OF PRACTICE**
 - 3.1 Noise Control
 - 3.2 Dust Control
 - 3.3 Working Hours
 - 3.4 Traffic Management
 - 3.5 Community Consultation
 - 3.6 Pedestrian Management and Public Safety
 - 3.7 Interface with Others (TfL/LUL etc)
 - 3.8 Public Transport
 - 3.9 Deliveries, Emission Control
 - 3.10 Waste Management
- 4. THE WORKS**
 - 4.1 Outline Description of the works
 - 4.2 Programme for the works

1. AIM OF THIS CODE OF PRACTICE

With virtually all demolition and construction projects there are inevitable noise and environmental impacts on the surrounding community. This Code of Practice, for the St Giles Court project, sets out an approach that aims to minimise these impacts on local residents and businesses through effective planning and management.

The Code of Practice supports the objectives of the various considerate contractor schemes, many of which Bovis Lend Lease are involved with, along with Camden's own draft Guide For Contractors Working In Camden (Oct 2005).

2. DEVELOPMENT AND IMPLEMENTATION OF THE CODE OF PRACTICE

This Code of Practice is developed through three phases. The first phase is the drafting of this Code of Practice, using information available at the time of the preparation of the document. The second phase is the updating of the document prior to the commencement of work on the site, with any additional information that may have become available since the initial draft. The third phase is the implementation of the document through the demolition and construction activities.

This Code of Practice is currently developed to the first phase. The proposed principal contractor (Bovis Lend Lease) has prepared the document, and is responsible for all updates throughout the course of the planning process, and for its effective implementation on the project. Any updates to the Code of Practice will be agreed with the planning authority (Camden Council) prior to implementation.

This Code of Practice reflects the application of:

- Camden's draft "Guide for Contractors Working In Camden";
- Relevant Standards or Codes of Practice;
- The contractor's company policies;
- A risk-assessment based approach to the specific attributes of the site and the surrounding environment;
- Achievable best practice.

The Code of Practice is produced in consultation with the Developer, and in response to the planning requirements of Camden Council. Resources such as the Considerate Contractor's Scheme guidelines have also been used to incorporate the latest approaches to achieving low impact demolition and construction techniques. The contractor on the St Giles Court project will commit to participation in one of the recognised considerate contractor's schemes.

The Code of Practice, in its final approved form, will be referenced in the project induction procedure, and key elements will be covered in detail in the induction pack to be provided to all site operatives.

3. AREAS COVERED BY THE CODE OF PRACTICE

The contractor will prepare an Environmental Management Plan (EMP) that will address in detail the management of the following areas:

3.1 Noise Control

It is anticipated that the development will be subject to Camden's published working hours. This will be confirmed in the planning consent and the EMP will reflect those hours. The contractor will identify critical receptors in the vicinity of the site (for example, the St Giles Church) and ascertain if critical times exist that may require regular quiet periods within the permitted hours.

Where it is necessary or beneficial to the community to work outside the permitted hours, the contractor will make application or provide appropriate notification to council's Environment Department in the stipulated timeframe.

3.2 Dust Control

In addition to controlling noise impacts through permitted and exceptional working hours controls, the contractor will evaluate the methods of working to reduce or eliminate as far as reasonably practicable the use of percussion, explosive powered, petrol or diesel powered plant and equipment that may have adverse impacts on the surrounding community. Equipment of these types will be acoustically attenuated where possible.

A regime to shut down noisy plant when not in use will be implemented by the contractor as part of the site Environmental Management Plan.

A schedule of plant and equipment will be developed in collaboration with trade contractors and suppliers, showing acoustic data, expected frequency utilisation, and impact on ambient noise levels, for each item of plant.

The site will be surrounded by a hoarding to assist in noise breakout particularly during the in-ground works phase. Site gates will be manned and will allow the minimum amount of open time to preserve the amenity for pedestrians in particular.

As part of the community consultation process, we would develop a plan to make information available around times for specific works that may have an impact. This may be via mail-outs, email or a web-site.

Works will be carried out in accordance with the provisions of BS 5228, parts 1, 2 and 4.

Method statements will be produced for all activities on the site, and these will be checked by the main contractor to ensure that the proposed methods of work comply with the requirements of this Code of Practice. Where there is an inconsistency, the main contractor will work with the trade, the developer, or the designers to assist in developing an appropriate alternate solution.

Impacts from vibration will be managed by working to agreed hours, including observing the needs of the proximate community, and by designing installations and methods of working to avoid where practicable the incorporation of high impact activities such as driven piling. Vibration limits will also be set to ensure physical damage to adjacent structures is avoided.

3.3 Working Hours

Generally, some simple principles will be adopted to control the potential nuisance of spread of dust. Firstly, materials and methods will be reviewed to try to eliminate the need for dust creation, particularly during the construction phase. This will be achieved by means such as off-site manufacture of

component elements. Where dust will inevitably be created, fine spray water may be used to limit the effect, mindful that the indiscriminate use of water is to be avoided also. Waste water from these activities will be managed using sedimentation tanks or similar devices. Details will be developed and included in the contractor's EMP.

Screening may also be used to control the effects of dust. For example, the site perimeter scaffolding could be clad in mylar flex sheeting or similar. Again, details of this control will be included in the EMP once the final detailed method statements for demolition in particular have been developed. Loose material on the site will generally be removed each day, but where this is not practical, it will be dampened or covered until it is removed.

Where dust is created and is extant on ground surfaces adjacent to the site, the contractor will employ a specialist device such as a mini road sweeper to remove it.

All vehicles transporting waste from the site will be covered.

The project will involve extensive demolition and ground works, including excavation, and the effects of this will include risk of trafficking mud and debris from the site onto the adjacent streets and footpaths. The contractor will employ resources and systems to avoid dispersal of mud, debris and materials, and to promptly clean any areas where the controls have failed to deliver the necessary standard of cleanliness.

Vehicles leaving the site that risk tracking mud or debris to surrounding streets will pass through a combination wheel wash shaker pad. Operatives will also be on hand to inspect vehicles prior to them leaving the site and to manually wash any remaining debris from vehicles. Where possible, water from these activities will be recycled.

3.4 Traffic Management

The contractor will investigate methods to manage traffic movements and produce a traffic management proposal for approval and implementation prior to commencement of demolition, excavation or construction work on the site. One method being trialled in collaboration with TFL is the use of a consolidation centre for material deliveries (see Deliveries, Emission Control section below).

Collaboration with other projects occurring in around the St Giles Court site will also be necessary. In particular, the planned upgrade of the Tottenham Court Road station, and the potential works on the Cross Rail, both of which may transpire during the time for the delivery of the St Giles Court project.

The contractor will engage with statutory authorities and other major proximate construction projects to ensure vehicle routing and queuing is planned and any conflicts are managed ahead of activities occurring, and that Council is informed of the details several days prior.

Traffic management protocols will be developed and included in the EMP, and will provide details of vehicle movements from the highway on to the site, ensuring vehicles do not obstruct pavements.

3.5 Community Consultation

The contractor will communicate with the local residents and businesses through a web site, emails, mail-outs, and personal contact (individual or public meetings). A notice board with relevant project contact details will also be placed at key locations around the site, for the benefit of the public.

As the main contractor will have responsibility for all activities on and adjacent to the site, a representative or agent of the contractor will be appointed who will be able to deal with any enquiries generated by the local community, businesses, or authorities. This person(s) will be available during all hours of work on the project.

Information sheets regarding the proposed development will be produced and made available either by downloading from a web site, or handed out at public meetings. The information sheet will include contact details for the site and the company responsible, as well as outline information on the proposed development and timing for various key stages of the project.

3.6 Pedestrian Management and Public Safety

The contractor will develop detailed plans for the areas immediately surrounding the site, showing proposed pedestrian management protocols. This will include details of footpath widths, any new ramps or crossings, additional poles or obstructions, proposed temporary lighting plan, and details of locations for gates and access. Any works requiring permits or licenses will be identified in the Environmental Management Plan, and copies of the permits and licenses will be retained on the site at all times that they are in force.

In developing pedestrian solutions around the site, particular cognisance will be made of the needs of those with sight or mobility impairments, and appropriate solutions will be developed.

The footpaths and roads surrounding the site will be cleared of mud, debris and any rubbish produced by the site. Due to the size of the site and the street configuration, the contractor will not need to have rubbish chutes and the like over public footpaths. Similarly, gantries, scaffolds, platforms and hoists will be designed and located where possible to avoid overhanging any public space.

The site will be surrounded by a hoarding to assist in the protection of the public from activities on the site. Details of the hoarding location and extent will be produced and indicated on a plan to be included in the EMP.

Scaffolding erected adjacent to publicly accessible areas will be protected to prevent access by unauthorised personnel. Scaffolding will be protected using an audible alarm, and will have temporary lighting affixed in accordance with code requirements. Lighting around the site will be installed to provide for public safety and avoid antisocial activities, but carefully located and directed to avoid lightspill nuisance to nearby residences.

3.7 Interface with Others (TfL/LUL etc)

The current proliferation of construction activities in and around Camden and the St Giles Court redevelopment in particular will require the contractor and developer to liaise with other parties responsible for nearby projects. The contractor and developer will participate in forums and strategic policy setting with other parties to plan ways to mitigate impacts on the community resulting from the respective developments.

In particular, the interface with LUL during the upgrade works to Tottenham Court Road station and the Cross Rail project will be required due to our proximity to each other and the potential amount of vehicle movements. The contractor will participate in an ongoing liaison committee with representatives from LUL and the borough to ensure community relations are maintained and disruption to the borough is kept to a minimum.

3.8 Public Transport

The contractor will encourage all site operatives to utilise the excellent public transport and pedestrian linkages in the vicinity of the site to travel to and from work. A dedicated secure area for bicycles will also be incorporated near the project office and welfare facilities location. Details of bus and train routes will be published in the induction manual and in the site welfare facilities to encourage their use and discourage private vehicles.

3.9 Deliveries, Emission Control

Deliveries to the site will be co-ordinated through a dedicated delivery management team. The contractor will investigate the use of a Consolidation Centre to reduce vehicular movements through the area and avoid queuing in local streets. Deliveries will generally only occur during permitted hours, except where agreed otherwise with the authorities.

Checks on all emission-producing plant will be conducted at regular intervals to ensure airborne pollutants and odours are kept to a minimum.

3.10 Waste Management

Waste generated on the project will be stored temporarily within the confines of the site and removed during permitted periods. Skips will not be placed on the highway.

The main contractor will endeavour to procure products that generate minimal waste, and in particular, minimal waste for landfill. Where possible, materials from the demolition and construction activities that leave the site will be recycled, and materials entering the site will be come from sustainable sources.

Waste generated from asbestos or other hazardous materials will be dealt with strictly in accordance with all regulations, and operatives involved will have a relevant license from the HSE to conduct these activities.

4. THE WORKS

4.1 Outline Description of the works

The following is an outline of the sequence and methodology for the works at St Giles Court. The works will proceed in five main phases, being:

a) Enabling, demolition and temporary works

Includes erection of a hoarding around the site, perimeter scaffolding to facilitate demolition, establishment of temporary services such as electricity and water, isolation of incoming utilities and decommissioning of existing substation, soft strip out of internal fittings and fixtures, asbestos and hazardous materials removal, and demolition of the existing structure.

b) Substructure

Involves the installation of perimeter piling, excavation and installation of temporary propping, piling across the centre of the site and further excavation, installation of pile caps and ground beams, underslab drainage reticulation, and basement slab installation.

Following on from the basement slab, perimeter walls will be formed and installed, cores for both the residential and commercial elements of the scheme commenced, and basement and ground floor slabs and support structures erected.

b) Superstructure and envelope

On completion of the ground floor slab, the structural framing for both the residential and commercial elements will commence, with the installation of the façade and cladding cycling about five floors behind. Roof mounted plant will be installed once the structure is topped out.

c) Services and fitout

Installation of services will commence once weatherproof conditions are achieved on the floors and in the cores, followed by erection of ceilings, floors and services fitoff, and toilet and back of house areas.

d) Commissioning and demobilisation

Involves the commissioning of on floor and central plant and systems, final clean of the buildings and areas immediately surrounding the site, landscaping and streetscape works, and removal of all hoardings and temporary structures and works.

4.2 Programme for the works

The anticipated dates for the above are shown below:

Phase	Start	Finish
Enabling, demolition and temporary works	Dec 06	Oct 07
Substructure	Sep 07	May 08
Superstructure and envelope	May 08	Aug 09
Services and fitout	Dec 08	Oct 09
Commissioning and demobilisation	Jun 09	Dec 09