

DATED

30 JUNE

2014

**(1) PANATURA PROPERTIES A LIMITED**

**and**

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

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

**114 - 118 Southampton Row  
London  
WC1B 5AA**

**pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980**

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Borough Solicitor  
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Town Hall  
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London WC1H 9LP

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CLS/PK/1685.2653 (FINAL)

THIS AGREEMENT is made the 30<sup>th</sup> day of June 2014

**B E T W E E N:**

1. **PANATURA PROPERTIES A LIMITED** (incorporated in Guernsey and continued in the British Virgin Islands since 29<sup>th</sup> November 2012 whose registered company number is 1747149) whose registered office is at 3076 Sir Francis Drake's Highway, Road Town, Tortola, British Virgin Islands and whose address for service in the United Kingdom is c/o Robert Fallowfield, Hyde Park Residence Ltd, Suite 5, 55 Park Lane, London W1K 1NA (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 the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL348618.
- 1.2 The Owner is the freehold owner of the Property and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the Development of the Property was submitted to the Council and validated on 25<sup>th</sup> March 2014 and the Council resolved to grant permission conditionally under reference number 2014/2199/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. **DEFINITIONS**

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

- |     |   |   |
|-----|---|---|
| 2.1 | "the Act"                                 | the Town and Country Planning Act 1990 (as amended)   |
| 2.2 | "the Agreement"                           | this planning obligation made pursuant to Section 106 of the Act  |
| 2.3 | "Business Parking Bay"                    | a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated |
| 2.4 | "Business Parking Permit"                 | a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay   |
| 2.5 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed   |
| 2.6 | "Construction Management Plan"            | a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development (which may be amended from time-to-time with the written approval of the                     |

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

(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Property and the building out of the Development;

(ii) incorporation of the provisions set out in the First Schedule annexed hereto

(iii) incorporation of the provisions set out in the Second Schedule annexed hereto

(iv) proposals to ensure there are no adverse effects on the conservation area features

(v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

(vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in

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

(vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.7 "the Construction Phase"

the whole period between

(i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion

2.8 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.9 "the Development"

erection of fifth floor extension and plant enclosure to the rear at second floor level and external alterations in association with a change of use from offices (Class B1) to a wellness facility (sui generis) at basement level, retail/financial unit (Class A1/A2) at ground floor, event space with catering facilities (sui generis) at first floor, retention of offices (Class B1) at second and third floor, and new residential units (2 x studios, 2 x 2 bed) (Class C3) at fourth and

fifth floors as shown on drawing numbers Site Location Plan; 568-0-001 Existing Plans: 568-0-002; 568-0-003; 568-0-004; 568-0-005; 568-0-006; 568-0-007; 568-0-008; 568-0-010; 568-0-011; 568-0-012; 568-0-013. Proposed plans: 568-1-001; 568-1-002; 568-1-003; 568-1-004; 568-1-005; 568-1-006 Rev A; 568-1-007 Rev A; 568-1-008 Rev A; 568-1-010; 568-1-011 Rev A; 568-1-012; 568-1-013; 568-0-014; 568-1-015. Documents: Design, Access and Heritage Statement by David Morley Architects (dated 21/03/2014); Acoustic Assessment by Sandy Brown (dated 21/03/2014); Ventilation Strategy Report by MTT Limited (dated 21/03/2014); Planning Statement by Dalton Warner Davis LLP (dated 21/03/2014); Energy Strategy Report by MTT Limited (dated 21/03/2014); Sustainability Statement by MTT Limited (dated 21/03/2014); Verified Views Methodology Statement by Hoare Lea (dated 21/03/2014); Draft Construction Method Statement by Blenheim House Construction (dated 21/03/2014); Daylight, Sunlight and Overlooking Report by Building Research Establishment (BRE) ref: 286499 (dated 21/03/2014)

#### 2.10 "Employment Floorspace Plan"

a plan setting out a package of measures to be adopted by the Owner for the management of the Development to deliver a minimum of 420m<sup>2</sup> (Gross Internal Area) of Class B1(a) space at the second and third floors forming part of the Development without limiting provision of further floorspace within the remainder of the Development and shall include (but not be limited to) the following:-

- (i) evidence demonstrating all the measures reasonably undertaken to provide floorspace for SMEs within the Development;
- (ii) identify sectors and type of businesses to be targeted and a strategy to market and promote the employment floorspace within the Development to such sectors; and
- (iii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for regular review and update of this plan as required from time to time.

2.11 “the Energy Efficiency and Renewable Energy Plan”

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through incorporating the measures set out in the Energy Statement dated 21 March 2014 prepared by MTT Ltd (or such equivalent measures agreed with the Council) and:

- (i) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (ii) a building management system being an electronic system to monitor the Development’s heating cooling and the hours of use of plant;
- (iii) measures to enable future connection to a local energy network at the boundary of the Property;
- (iv) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan

have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

(v) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.12 "the Implementation Date"

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

2.13 "the Highways Contribution"

the sum of £8,147 (eight thousand one hundred and forty-seven pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures adjacent to the Property such works to comprise the following ("the Highways Works"):

(i) to remove the redundant vehicular crossover on Southampton Row adjacent to the Property;

(ii) to repave the footway on Southampton Row adjacent to the Property; and

(iii) any other works required as a direct result of the Development (being such works as considered necessary by the Council)

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



with any required statutory undertaker's works  
and excludes any statutory undertaker's costs

2.14 "King's Cross Construction Skills  
Centre"

the Council's flagship skills construction training  
centre providing advice and information on  
finding work in the construction industry

2.15 "the Level  
Plans

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

2.16 "Local Procurement Code"

the code annexed to the Fifth Schedule hereto

2.17 "Occupation Date"

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

2.18 "the Parties"

the Council and the Owner

2.19 "the Planning Application"

a planning application in respect of the  
development of the Property submitted to the  
Council and validated on 25<sup>th</sup> March 2014 for  
which a resolution to grant permission has been  
passed conditionally under reference number  
2014/2199/P subject to conclusion of this  
Agreement

2.20 "Planning Obligations  
Monitoring Officer"

a planning officer of the Council from time to  
time allocated to deal with all planning  
obligations pursuant to S106 of the Act to whom  
all notices, correspondence, approvals etc must  
be sent in the manner prescribed at clause 6.1  
hereof

- 2.21 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto at the Third Schedule
- 2.22 "the Property" *that part of* the land known as 114/118 Southampton Row, London WC1B 5AA, *being subject to the Development* the same as shown shaded grey on the plan at the Fourth Schedule annexed hereto *RP*
- 2.23 "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
- 2.24 "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
- 2.25 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.26 "SME" a company having fewer than 50 employees or a company having fewer than 250 employees
- 2.27 "the Sustainability Plan" a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation in order to achieve at least Building Research Establishment Environmental Assessment Method assessment Very Good with a target of achieving an Excellent or Outstanding rating and attaining at least 60% of the credits in each

of Energy and Water and 40% of the credits in Materials categories incorporating all such measures identified in the Sustainability Statement prepared by MTT Ltd dated 21 March 2014 (or such equivalent measures agreed by the Council) and to include measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

**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 subject to the terms hereof, 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 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title and in the case of the Council any successor to its statutory functions.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.
- 3.9 Where under this Agreement the Council's approval is required, that approval shall not be unreasonably withheld or delayed.

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

The Owner hereby covenants with the Council as follows:-

##### **4.1 CAR FREE**

###### **4.1.1 To ensure that prior to occupying:**

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

Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department) identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

#### 4.2 **CONSTRUCTION MANAGEMENT PLAN**

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

#### **4.3 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

- 4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.3.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.3.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.3.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

#### **4.4 HIGHWAYS**

- 4.4.1 On or prior to the Implementation Date to:-
  - (i) pay to the Council the Highways Contribution in full; and
  - (ii) submit to the Council the Level Plans for approval.
- 4.4.2 Not to Implement or to allow Implementation until such time as the Council has:-
  - (i) received the Highways Contribution in full; and
  - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.4.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertaker's costs.
- 4.4.4 On completion of the Highway Works the Council may provide to the Owner a

certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

- 4.4.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

#### **4.5 SUSTAINABILITY PLAN**

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.5.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.5.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

#### **4.6 EMPLOYMENT FLOORSPEACE PLAN**

- 4.6.1 On or prior to the Occupation to submit to the Council for approval the Employment Floorspace Plan.
- 4.6.2 Not to Occupy nor permit Occupation until the Employment Floorspace Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.6.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment Floorspace Plan as approved by

the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Employment Floorspace Plan.

#### **4.7 LOCAL EMPLOYMENT**

4.7.1 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 20% of the workforce is comprised of residents of the London Borough of Camden.

4.7.2 In order to facilitate compliance with the requirements of sub-clause 4.7.1 hereof the Owner shall use reasonable endeavours to work in partnership with (a) King's Cross Construction Skills Centre; and (b) take the following specific measures to ensure:-

- (i) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction Skills Centre;
- (ii) that prior to any advertisement or notice being placed with any advertising or employment agency or similar organisation for a period of at least one (1) week the King's Cross Construction Skills Centre is notified of all vacancies arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- (iii) that at all times during the Construction Phase no less than three (3) work placements shall be provided at the Development always ensuring each work placement (as the case may be) shall be:-
  - (a) recruited through the King's Cross Construction Skills Centre;
  - (b) placed for a period of not less than 2 weeks; and
  - (c) paid at a rate not less than the national minimum wage.



- (iv) that King's Cross Construction Skills Centre is supplied with a full labour programme for the Construction Phase (with six-monthly updates) demonstrating (a) what skills and employment are needed through the life of the programme, and (b) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- (v) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction Skills Centre and employed during the Construction Phase.

4.7.3 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than one (1) construction industry apprentice shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Skills Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage.

4.7.4 Pursuant to Clause 4.7.3 hereof the Owner shall pay to the Council the sum of £1,500 (one thousand five hundred pounds) for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment.

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

#### 4.8 **LOCAL PROCUREMENT**

4.8.1 Prior to Implementation to agree a programme (to include liaison with the Council's procurement service known as "i-CAM2" or any successor service) during the

Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.8.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

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

4.8.4 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

## 5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2014/2199/P the date upon which the Development is ready for Occupation.

5.3 The Parties shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the

Owner's 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 indemnify the Council for any expenses or liability properly 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 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2014/2199/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the reference 2014/2199/P or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

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

5.9 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

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

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

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

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

(a) in the case of notice to the Council it shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2014/2199/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; and

- (b) in the case of notice to the Owner it shall be sent to the address for service in the United Kingdom specified in this Agreement or such other address in the United Kingdom as the Owner may provide to the Council from time to time.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **RIGHTS OF THIRD PARTIES**

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

8. **JURISDICTION**

Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England.

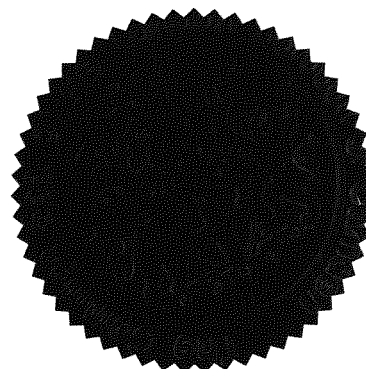
**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed which is delivered and takes effect on the day and year first before written

**SIGNED AS A DEED BY  
PANATURA PROPERTIES A  
LIMITED ACTING BY ROBERT  
FALLOWFIELD**

*R Fallowfield*  
.....  
**AUTHORISED SIGNATORY**

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

*[Signature]*  
.....  
**Authorised Signatory**



**THE FIRST SCHEDULE**  
**Construction Management Plan**  
**Air Quality and Carbon Reduction**

Requirements to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> emissions from construction sites and avoid nuisance and dust complaints.

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

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

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

A - Techniques to control PM<sub>10</sub> and NO<sub>x</sub> emissions from vehicles and plant

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

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

#### B - Techniques to control dust emissions from construction and demolition

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

#### C - Air Quality Monitoring



- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of  $200\mu\text{g.m}^{-3}$  (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

#### D - Techniques to reduce CO<sub>2</sub> emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO<sub>2</sub> emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO<sub>2</sub> emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

**THE SECOND SCHEDULE**  
**Construction Management Plan**  
**Highway Measures**

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

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

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

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

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme ([www.tfl.gov.uk/fors](http://www.tfl.gov.uk/fors)) or similar at the Bronze level.
- 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
  - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
  - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
  - iii. Have a Class VI Mirror
  - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-  
*"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."*

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

**THE THIRD SCHEDULE**  
**DRAFT PLANNING PERMISSION**

Dalton Warner Davis LLP  
21 Garlick Hill  
London  
EC4V 2AU

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

planning@camden.gov.uk  
www.camden.gov.uk/planning

Application Ref: **2014/2199/P**

30 June 2014

Dear Sir/Madam

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

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

Address:  
**114/118 Southampton Row**  
**London**  
**WC1B 5AA**

**PROPOSAL:**

**DECISION**  
Erection of fifth floor extension, ground floor internal extension and extension, courtyard stairwell up to first floor, and the installation of a lift at ground level in association with a conversion of basement car park to a wellness facility (sui generis), conversion of vehicle access to retail/financial unit (Class A1/A2) at ground floor, change of use from office (Class B1a) into events space with catering facilities (sui generis) at first floor, retention and refurbishment of offices (Class B1a) at second and third floor, and 4 new residential units (Class C3) at fourth and fifth floors.

Drawing Nos:

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

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

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

Condition(s) and Reason(s):

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

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

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

568-1-001; 568-1-002; 568-1-003; 568-1-004; 568-1-005; 568-1-006 Rev A; 568-1-007 Rev A; 568-1-008 Rev A; 568-1-010; 568-1-011 Rev A; 568-1-012; 568-1-013; 568-0-014; 568-1-015; Design, Access and Heritage Statement by David Morley Architects (dated 21/03/2014); Acoustic Assessment by Sandy Brown (dated 21/03/2014); Ventilation Strategy Report by MTT Limited (dated 21/03/2014); Planning Statement by David Morley Architects (dated 21/03/2014); Energy Strategy Report by MTT Limited (dated 21/03/2014); Sustainability Statement by MTT Limited (dated 21/03/2014); Verified Views Methodology Statement by Hoare Lea (dated 21/03/2014); Draft Construction Method Statement by Blenheim House Construction (dated 21/03/2014); Daylight, Sunlight and Overlooking Report by Building Research Establishment (BRE) ref: 286499 (dated 21/03/2014)

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

- 3 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new units.

Reason: To ensure that the external layout of the building provides flexibility for the accessibility of the building and the surrounding area at all times, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Before the relevant part of the development commences, details of the cycle storage area for 12 cycles shall be submitted to and approved by the local planning authority in writing. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units and commercial floorspace, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.



- 5 The Events Space use on the first floor hereby permitted shall not be carried out outside the following times 09:00 to 23:00 on Sunday - Thursday and 09:00 to midnight Friday and Saturday.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policy DP12 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Before the use of the proposed Events Space commences, a sound insulation scheme shall be provided in accordance with a scheme to be first approved by the local planning authority in writing. The use shall thereafter not be carried out other than in accordance with the approved scheme.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP12 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 7 No music shall be played in the Event Space premises in such a way as to be audible within any adjoining premises or on the adjoining highway.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP12 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to the first use of the proposed Events Space, details of the ventilation and filtration equipment to suppress and disperse fumes and/or smells created from cooking activities on the premises shall be submitted to, and approved in writing, by the Local Planning Authority.

The equipment shall then installed and be in full working order in accordance with the approved scheme. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations. In the event of no satisfactory ventilation plant being provided, no primary cooking shall take place on the premises.

- 9 Full details of the construction, planting and maintenance in respect of the sedum roofs and green walls in the areas indicated on the approved drawings shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development

Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

a) Plan, elevation and section drawings, including jambs, head and cill, of all new window and door openings.

b) Samples and/or manufacturer's details of new facing materials for the new extensions, external alterations, paths and glass pavement blocks are to be provided on site and retained throughout the course of the works.

The relevant part of the works shall then be carried in accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Details of mechanical and electrical installation for double glazed windows and secondary glazing shall be submitted to and approved in writing, by the local planning authority, before the relevant part of the development commences. All such measures shall be retained throughout the life of the development and any of the new units and thereafter be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the occupiers of the premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 12 1.8 metre high screens, details of which shall have been submitted to and approved in writing by the local planning authority, shall be erected in the following locations prior to commencement of use of the balconies/terraces and shall be permanently retained:

- to subdivide the rear fourth floor balcony, as shown on drawings 568-1-006 Rev A, 568-1-011 Rev A and 568-0-014;
- in the northern corner of the fifth floor terrace, opposite Russell Square Mansions to the rear, as shown on drawings 568-1-007 Rev A , 568-1-011 Rev A and 568-1-008 Rev A.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in

accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 13 The rear open air courtyard space at ground floor level and associated courtyard stairwell shall be used for access and circulation only and shall not be used for recreational purposes or as a smoking area in connection with the proposed uses. The second floor terrace and the northern section of the fifth floor roof terrace (between the privacy screen and the eaves) shall only be used maintenance purposes and shall not be used as amenity space.

Reason: To safeguard the amenities of the adjoining premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 14 Prior to the first occupation of the relevant part of the building the following windows shall be obscurely glazed and permanently retained as such thereafter:

- First Floor: all windows on the rear elevation of the building serving the WCs and kitchen areas;
- Second Floor: all windows on the rear elevation of the building serving the WCs and conference room;
- Third Floor: all windows on the rear elevation of the building serving the WCs;
- Fourth Floor: all windows on the rear elevation of the building serving the WCs.

Reason: In order to ensure an unreasonable development of the adjoining premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 15 Details of bird bricks shall be submitted to and approved in writing by the Local Planning Authority prior to the development commencing. The details shall include the exact location, specification and design. The bricks shall be installed with the development prior to the first occupation of the building to which they form part or the first use of the space in which they are contained.

The nesting bricks shall be installed strictly in accordance with the details so approved, shall be maintained as such thereafter.

Reason: To ensure the development contributes towards creation of habitats and valuable areas for biodiversity in accordance with policy CS15 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- DRAFT**
- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts. You will need to ensure that your proposals provide for adequate 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 Your attention is drawn to the need for compliance with the requirements of the Environmental Health regulations, Compliance and Enforcement team, [Regulatory Services] Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020 7974 4444) particularly in respect of arrangements for ventilation and the extraction of cooking fumes and smells.
  - 3 The Mayor of London has introduced a new urban infrastructure levy (CIL) to help pay for Crossrail from 1st April 2012. This levy will be charged on new development which adds more than 100sqm of new floorpace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

**DECISION**

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction

costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 With regard to condition no. 3 you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 6 You are reminded that refuse should not be deposited on the public footpath, or forecourt adjacent to the road during your usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.
- 7 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 8 Your attention is drawn to the fact that there is a legal agreement with the Council which relates to the development and this agreement is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 9 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.
- 10 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Environment Services (Recycling) on 0207 974 6914/5 or on the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 11 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's

Environment Services (Waste) on 020 7974 6914/5 or see the website  
<http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**

**THE FOURTH SCHEDULE**

**PLAN OF THE PROPERTY**

114/118 SOUTHAMPTON ROW, LONDON, WC1B 5AA



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R. Fallafield  
*[Signature]*



**THE FIFTH SCHEDULE**  
**LOCAL PROCUREMENT CODE**

**1. INTRODUCTION**

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 agreements/undertaking attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

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

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

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

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

## **2) MAIN REQUIREMENTS OF THE CODE**

### **A) CONSTRUCTION.**

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

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

#### **2.1 Actions & Responsibilities of Main Contractor**

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

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

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

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

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

## **2.2 Actions and Responsibilities of Sub-Contractors**

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

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

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

**Fitting out by tenants**

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

**Facilities Management**

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

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

DATED

30 JUNE

2014

**(1) PANATURA PROPERTIES A LIMITED**

**and**

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

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

**114 - 118 Southampton Row  
London  
WC1B 5AA**

**pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980**

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