

DATED

31st JANUARY

2012³

(1) HER MAJESTY THE QUEEN

and

(2) THE CROWN ESTATE COMMISSIONERS

and

(3) LONDON & REGIONAL (ST GEORGES COURT) LIMITED

and

(4) THE BANK OF NEW YORK MELLON

and

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

A G R E E M E N T

relating to land known as

**ST GEORGE'S COURT, 2-12 BLOOMSBURY WAY AND 2-28 NEW OXFORD STREET,
LONDON WC1A 2SH**

**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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CLS/COM/JL/1685.1489
V FINAL

THIS AGREEMENT is made the 31st day of January 2014³

B E T W E E N:

1. **HER MAJESTY THE QUEEN** (hereinafter called "Her Majesty")
2. **THE CROWN ESTATE COMMISSIONERS** on behalf of Her Majesty acting in the exercise of the powers of conferred by the Crown Estate Act 1961 care of, 16 New Burlington Place, London W1S 2HX (hereinafter called "the Commissioners") of the second part
3. **LONDON & REGIONAL (ST GEORGES COURT) LIMITED** (Co. Regn. No. 03355433) of Quadrant House, Floor 6, 4 Thomas More Square, London E1W 1YW (hereinafter called "the Leaseholder") of the third part
4. **THE BANK OF NEW YORK MELLON** (incorporated in the USA) of 48th Floor, One Canada Square, London E14 5AL (hereinafter called "the Mortgagee") of the fourth part
5. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

WHEREAS

- 1.1 Her Majesty is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL853167 and 423211 and the Commissioners manage the Property in accordance with their powers under the Crown Estate Act 1961.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL802624 subject to a charge to the Mortgagee.

- 1.3 Her Majesty and the Commissioners are the freehold owners and the Leaseholder is the leasehold owner of the Property and are interested in the Property for the purposes of Section 106 of the Act and shall hereinafter be referred to as "the Owner".
- 1.4 A planning application for the Development of the Property was submitted to the Council and validated on 19 March 2012 and the Council resolved to grant permission conditionally under reference number 2012/1400/P subject to conclusion of this legal Agreement.
- 1.5 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.
- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL802624 and dated 29 November 2005 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|-----------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |

2.3 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed

2.4 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking the demolition and removal of any existing structures and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal 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) proposals to ensure there are no adverse effects on the Conservation Area features

- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes the demolition and removal of any existing structures

2.6 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors

Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.7 "the Development"

Erection of single storey glazed extension with associated roof terraces and new rooftop plant to provide additional office space (Class B1) at 9th floor level (following removal of existing 9th floor rooftop plant), change of use from offices to three flexible retail or restaurant units (Class A1/A3) at part ground floor level, reconfiguration of front entrance to corner of Bloomsbury Way and New Oxford Street, replacement of ground and first floor façade with double storey glazed frontages to all elevations and associated alterations for refurbishment of existing offices (Class B1) as shown on drawing numbers Site Location Plan; Drawing no(s) Site Location Plan 770_LOC_001 Rev P1; 770_EX_B1 Rev P1; 770_EX_00 Rev P1; 770_EX_01 Rev P1; 770_EX_02 Rev P1; 770_EX_03 Rev P1; 770_EX_04 Rev P1; 770_EX_05 Rev P1; 770_EX_06 Rev P1; 770_EX_07 Rev P1; 770_EX_08 Rev P1; 770_EX_09 Rev P1; 770_EX_020 Rev P1; 770_EX_021 Rev P1; 770_EX_022 Rev P1; 770_EX_025 Rev P1; 770_EX_026 Rev P1; 770_DEM_B1 Rev P4; 770_DEM_00 Rev P4; 770_DEM_01 Rev P4; 770_DEM_02 Rev P4; 770_DEM_03 Rev P4; 770_DEM_04 Rev P4; 770_DEM_05 Rev P4; 770_DEM_06 Rev P4; 770_DEM_07 Rev P4; 770_DEM_08 Rev P4; 770_DEM_09 Rev P4; 770_DEM_20 Rev P1; 770_DEM_21 Rev P1; 770_DEM_22 Rev P1; 770_GA_B1 Rev P3; 770_GA_00 Rev P7, as received 29/05/2012;

770_GA_01 Rev P3; 770_GA_02 Rev P3;
 770_GA_03 Rev P3; 770_GA_04 Rev P3;
 770_GA_05 Rev P3; 770_GA_06 Rev P3;
 770_GA_07 Rev P3; 770_GA_08 Rev P3;
 770_GA_09 Rev P3; 770_GA_RF Rev P3;
 770_GE_01 Rev P3; 770_GE_02 Rev P3;
 770_GE_03 Rev P3; 770_GE_004 Rev P1;
 770_GS_001 Rev P3; 770_GS_002 Rev P3;
 770_GS_003 Rev P3; Excerpt of Bury Place
 elevation, as received 29/05/2012; Design and
 Access Statement by BuckleyGrayYeoman
 dated 29/02/2012; Floorspace Rationale by
 BuckleyGrayYeoman dated 12/03/2012;
 Planning Statement by Savills dated March
 2012, as received 29/03/2012; St Georges Court
 Transport Statement by Jacobs dated
 28/02/2012 Ref B1747900 Rev 1; St Georges
 Court Draft Delivery & Servicing Management
 Plan by Jacobs dated 28/02/2012 Ref B1747900
 Rev 1; St Georges Court Framework Workplace
 Travel Plan by Jacobs dated 28/02/2012 Ref
 B1747900 Rev 1; Construction Management
 Plan (Draft) dated February 2012; BREEAM Pre-
 Assessment Report by Jacobs dated 17/02/2012
 Ref B1747900 v1; Environmental Noise Survey
 and Plant Noise Assessment by Hann Tucker
 Associates dated 08/02/2012 Ref 17797/PNA1;
 Energy Statement by Blyth + Blyth dated
 28/02/2012 Ref LM20592 Issue 2; Addendum to
 Energy Statement by Blyth + Blyth dated
 15/03/2012 Ref LM20592.

2.8 “the Energy Efficiency and
 Renewable Energy Plan”

the strategy based on the submission documents
 entitled Energy Statement dated 28/02/2012 and the
 Addendum to the Energy Statement dated
 15/03/2012 by Blyth and Blyth (or such other plan as

shall be substituted therefor and approved by the Council acting reasonably) 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 (but not be limited to) the following:-

- (a) details of how the Owner will reduce the Development's carbon emissions to target a reduction of at least 28.5% in carbon emissions in relation to the existing property using a combination of complementary low and zero carbon technologies and energy efficient design;
- (b) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (c) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (d) measures to enable future connection to a local energy network at the boundary of the Property;
- (e) 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

- (f) 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

2.9 "the Highways Contribution"

the sum of £180,796 (one hundred and eighty thousand seven hundred and ninety six 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 such works to include the following:

- a) repaving the footway adjacent to the Property;
- b) removing any redundant street furniture items in the vicinity of the Property
- c) provision of a new loading bay (half on carriageway and half on footway) on the west side of Bury Place (subject to public consultation)
- d) re-surfacing of a small area of land at the western tip of the Property

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

2.10	"the 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
2.11	"King's Cross Construction"	the Council's flagship skills construction centre providing advice and information on finding work in the construction industry
2.12	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.13	"Local Procurement Code"	the code annexed to the Second Schedule hereto
2.14	"Occupation Date"	the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.15	"On Site Car Park Provision"	the 9 parking spaces provided on the Property
2.16	"On Street 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
2.17	"On Street 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

- 2.18 "the Parties" mean the Council the Owner and the Mortgagee
- 2.19 "the Pedestrian Cyclist and Environmental Contribution" the sum of £50,000 (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 the provision of various transport pedestrian cycle and public realm improvements in the vicinity of the Development.
- 2.20 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 19 March 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/1400/P subject to conclusion of this Agreement
- 2.21 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.22 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.23 "the Property" the land known as St George's Court, 2-12 Bloomsbury Way and 2-28 New Oxford Street, London WC1A 1EH the same as shown shaded grey on the plan annexed hereto

2.24 "the Public Highway"

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

2.25 "the Service Management Plan"

a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during

servicing including a statement setting out how highway safety will be maintained during servicing movements

- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (j) details of arrangements for refuse storage and servicing; and
- (k) 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

2.26 "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 based which shall include:-

- (a) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving at least a Very Good rating and a target of attaining at least 60% of the credits

in each of Energy and Water and 40% of the credits in Materials categories;

(b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

(c) 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

2.27 "the Training and
Employment Contribution"

the sum of £10,500 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 in conjunction with the Kings Cross Construction Centre towards the promotion of opportunities for jobs and employment and training within the London Borough of Camden

2.28 "the Travel Plan Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting

and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

2.29 "The Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Third Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan three years after the Occupation Date and again five years after the Occupation Date above ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;
- (d) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

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 A covenant made by or implied on behalf of the Owner and the Commissioners insofar as it relates to Her Majesty or the Commissioners is made by the Commissioners acting in exercise of the powers of the Crown Estate Act 1961 without imposing liability in any personal or private capacity and for so long only as the Property forms part of the Crown Estate and with effect from the date on which the Property ceases to form part of the Crown Estate all liability on the part of Her Majesty and Her Successors and the Commissioners in respect of any such covenant shall cease as from such date save in relation to any antecedent breach prior to parting with such interest
- 3.3 A covenant made with the Owner and the Commissioners insofar as it relates to Her Majesty and the Commissioners is made separately with Her Majesty and Her Successors and the Commissioners and any person charged with the management of the Crown Estate
- 3.4 Words importing one gender include other genders
- 3.5 The Schedules to this Agreement are part of this Agreement. References to the parties, Schedules and clauses mean those in this Agreement
- 3.6 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.
- 3.4 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.

- 3.5 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.9 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, and 9 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.
- 3.10 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.11 The Parties save where the context states otherwise shall include their successors in title.
- 3.12 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.1 for all relevant purposes.
- 3.13 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 3.14 Wherever in this Agreement reference is made to the phrase "following the Occupation Date the owners shall not Occupy or permit Occupation of any part of the Development ..." or wording to equivalent effect the Council shall take no action at law to enforce the part of the clause which has the effect of requiring the Owner to cease to Occupy or permit Occupation by another party of the Development until such time as the following has been undertaken:-
- a. the Council shall give notice to the Owner (and any mortgagee) specifying the clause or clauses of this Agreement in respect of which circumstances are considered to have arisen occasioning a breach or default on the part of the Owner;

- b. the Council shall state what steps the Council properly considers to be required in order to bring about compliance with such obligation or obligations;
- c. a reasonable period of not less than 21 days (taking into account the nature of the steps required to bring about compliance of the obligation in breach) shall be stated as the period within which the Owners shall be required to take such steps;
- d. it is expressly acknowledged by the Council that the Council shall at all times act reasonably and proportionately in accordance with its public law duties in taking any enforcement action in respect of a breach of this Agreement and before taking any such action shall take account of any representations made by the Owner (or any mortgagee) and the Council will give due consideration to any action the Owner is undertaking itself or has requested a party in Occupation to take to rectify any breach arising within the Development
- e. it is expressly acknowledged by the Owner that notwithstanding the terms of this clause it shall at all times Occupy the Development in accordance with the terms of the obligations in this Agreement.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR CAPPED**

- 4.1.1 The Owner hereby covenants with the Council to i) provide no further parking spaces on the Property other than the On Site Car Park Provision ii) provide 2 electrical vehicle charging points as part of the On Site Car Park Provision and iii) ensure that prior to occupying any unit forming 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 an On Street Parking Permit to park a vehicle in an On Street 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 (iii) of this Agreement.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 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 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.
- 4.3.2 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 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 accordance with the requirements of the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time.

4.4 HIGHWAYS WORKS

- 4.4.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Level Plans for approval.
- 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 undertakers costs.
- 4.4.4 Subject to the receipt of the Highways Contribution and on written request of the Owner the Council shall consult with the Owner on the proposals for and the detailed design of the Highway Works and shall use reasonable endeavours to liaise with the Owner to establish a programme for completion of the Highways Works.

4.4.5 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.

4.4.6 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 subject to (a) such amount being reasonable and properly incurred by the Council and (b) the Council providing accounts in respect of such amount.

4.4.7 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Highway Contribution.

4.5 **LOCAL EMPLOYMENT**

4.5.1 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 work force is comprised of residents of the London Borough of Camden.

4.5.2 In order to facilitate compliance with the requirements of sub-clause (4.5.1) above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; and (ii) take the following specific measures to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction;
- b) King's Cross Construction is notified of all vacancies arising from the building contract for the Development for employees self-employees contractors and sub-contractors;
- c) that King's Cross Construction is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii)

measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and

- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction and employed during the Construction Phase.

4.5.3 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase no less than 7 construction industry apprentices shall be employed at the Development always ensuring each apprentice and/or trainee (as the case may be) shall be:-

- (i) recruited through the Kings Cross Construction 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.

4.5.4 Notwithstanding the provisions in clause 4.5.3, during the Construction Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Kings Cross Construction Centre.

4.6 **LOCAL PROCUREMENT**

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

4.6.2 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.

4.6.3 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 lawfully required by the Council to remedy such non-compliance.

4.6.4 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.

4.7 PEDESTRIAN CYCLIST AND ENVIRONMENTAL CONTRIBUTION

4.7.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cyclist and Environmental Contribution in full.

4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cyclist and Environmental Contribution in full.

4.8 SERVICE MANAGEMENT PLAN

4.8.1 On or prior to the Occupation Date to submit to the Council for approval the Service Management Plan.

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

4.8.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Service Management Plan as approved by the Council from time to time and shall not occupy or permit occupation of the Development otherwise than in accordance with the requirements of the Service Management Plan as approved by the Council from time to time.

4.9 SUSTAINABILITY PLAN

- 4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.9.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.9.3 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.
- 4.9.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in 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 accordance with the requirements of the Sustainability Plan as approved by the Council from time to time.

4.10 TRAINING AND EMPLOYMENT CONTRIBUTION

- 4.10.1 On or prior to the Implementation Date to pay to the Council the Employment Training Contribution in full.
- 4.10.2 Not to Implement or to allow Implementation until such time as the Council has received the Employment Training Contribution in full.

4.11 TRAVEL PLAN

- 4.11.1 On or prior to the Occupation Date to submit to the Council the Travel Plan for approval.
- 4.11.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.

- 4.11.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not occupy or permit occupation of any part of the Development at any time when the Development is not being managed in accordance with the Travel Plan as approved by the Council from time to time and shall not occupy or permit occupation of the Development otherwise than in accordance with the requirements of the Travel Plan as approved by the Council from time to time.

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 quoting planning reference 2012/1400/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner and the Council shall act in good faith towards one another in relation to the subject matter of this Agreement and the Owner 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 reasonable requests to provide documentation within the Owner's possession (at the Owner's reasonable and proper 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 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 Head of Legal Services 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 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 (where practicable) 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 planning reference 2012/1400/P.
- 5.7 Payment of the 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 Income Code ZN497ZL065 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 the Owner 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 AIIRP figure at the date hereof ("X") is the numerator so that

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

- 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 in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2012/1400/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement together with the Council's monitoring fees 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 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 and the Council shall reimburse to the Leaseholder any and all monies paid by the Leaseholder to the Council pursuant to clause 4 of this Agreement that remain unexpended.

7. OWNER AND MORTGAGEE EXEMPTION

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

7.2.1 Her Majesty and the Commissioners consent to completion of this Agreement and to the same being registered at the Land Registry as provided in Clause 6.4 of this Agreement.

7.2.2 Her Majesty and the Commissioners and their successors in title to the freehold interest in the Property agree to be bound by the obligations on the part of the Owner only in the event that the term of the lease of the Property dated 28 March 2001

between (1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners (3) London & Regional (St. George's Court) Limited and (4) London & Regional Properties Limited expires or otherwise determines ALWAYS PROVIDED THAT this Agreement shall be directly enforceable by the Council against any person deriving title to any part of the Property from Her Majesty and the Commissioners in the event Her Majesty and the Commissioners dispose of the same.

8. **LIMITATION OF LIABILITY**

Neither the Owner nor the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

9. **INDEMNITY**

9.1 The Leaseholder shall indemnify and keep indemnified Her Majesty and the Commissioners and its successors in title to freehold interest in the Property (the "Indemnified Party") against all actions proceedings claims and demands brought or made and all losses damages costs expenses and liabilities incurred suffered or arising directly or indirectly in respect of or otherwise connected with an breach of any covenant or other provision of this Agreement to be observed or performed by the Leaseholder.

9.2 The Indemnified Party shall give written notice as soon as reasonably practicable of any claim under clause 9.1 to the Leaseholder.

9.3 The Indemnified Party shall not make any settlement compromise or prejudicial admission in relation to such claim without the prior written consent of the Leaseholder (such consent not to be unreasonably withheld or delayed and the Leaseholder shall (for so long as the freehold interest in the Property is vested in Her Majesty and the Commissioners) in giving such consent take into account Her

Majesty's and the Commissioners' public role and duties to UK government and other public bodies).

- 9.4 The Indemnified Party or anyone authorised by it shall not knowingly do anything or omit to do anything so as to cause the Leaseholder to be in breach of any covenant or other provision of this Agreement.

10. **RIGHTS OF THIRD PARTIES**

- 10.1 Her Majesty's and the Commissioners successors in title to the freehold interest in the Property shall have the right to enforce only clause 9 of this Agreement (subject to and in accordance with the terms of clause 9 of this Agreement) and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Except as stated in this clause 10, the parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 10.2 The parties to this Agreement reserve the right to rescind or vary this Agreement or vary any term of it without the consent of Her Majesty's and the Commissioners successors in title to the freehold interest in the Property.

IN WITNESS whereof the Council and the Commissioners have caused their respective Common Seals to be hereunto affixed and the Leaseholder and the Mortgagee have executed this instrument as their Deed the day and year first before written

THE OFFICIAL SEAL OF THE
CROWN ESTATE COMMISSIONERS
was hereto affixed
and authenticated by:-)
)
)
)

Hannah Milne

HANNAH MILNE
Authorised by the Crown Estate Commissioners



EXECUTED AS A DEED BY
LONDON & REGIONAL
(ST GEORGES COURT) LIMITED
acting by a Director
in the presence of

)
)
)
)
)

Humayun Jaber

Costas
.....
Signature of Witness

T. COSTAS
.....
Name of witness in block capitals

8th floor, South Wing,
55 BAKER STREET
LONDON
W1K 8EW
.....
Address of Witness

EXECUTED AS A DEED BY
THE BANK OF NEW YORK MELLON
by
in the presence of:-

)
)
)
)
)

Roisul Abedin
Authorised Signatory

Shireen Mahmoud
Authorised Signatory

Shireen Mahmoud
.....

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

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)

- e) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- f) Proposed start and end dates for each phase of construction.
- g) The proposed working hours within which vehicles will arrive and depart.
- h) The access arrangements for vehicles.
- i) 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
- j) 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.
- k) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- l) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

- m) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- n) Details of proposed parking bays suspensions and temporary traffic management orders.
- o) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- p) Details of hoarding required or any other occupation of the public highway.
- q) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- r) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- s) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- t) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- u) 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.
- v) 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.
- w) 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"
- x) 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.
- y) Any other relevant information with regard to traffic and transport.

- z) 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 SECOND 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 attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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

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

THE THIRD SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

For further advice on developing a Travel Plan see the DfT's travel plan website: (www.transportenergy.org.uk), Transport for London's travel plan guidance website (www.tfl.gov.uk/workplacetravelplanning) or Camden's Travel Plan partner website: www.camden.gov.uk/wtp

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

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

1. Public Transport and walking

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk)
- c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

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

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. **Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

Savills (L & P) Ltd
Lansdowne House
57 Berkeley Square
London
W1J 6ER

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

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

Application Ref: **2012/1400/P**

19 July 2012

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
St George's Court
2-12 Bloomsbury Way and
2-28 New Oxford Street
London
WC1A 2SH

DECISION

Proposal:

Erection of single storey glazed extension with associated roof terraces and new rooftop plant to provide additional office space (Class B1) at 9th floor level (following removal of existing 9th floor rooftop plant), change of use from offices to three flexible retail or restaurant units (Class A1/A3) at part ground floor level, reconfiguration of front entrance to corner of Bloomsbury Way and New Oxford Street, replacement of ground and first floor façade with double storey glazed frontages to all elevations and associated alterations for refurbishment of existing offices (Class B1).

Drawing Nos: Site Location Plan 770_LOC_001 Rev P1; 770_EX_B1 Rev P1; 770_EX_00 Rev P1; 770_EX_01 Rev P1; 770_EX_02 Rev P1; 770_EX_03 Rev P1; 770_EX_04 Rev P1; 770_EX_05 Rev P1; 770_EX_06 Rev P1; 770_EX_07 Rev P1; 770_EX_08 Rev P1; 770_EX_09 Rev P1; 770_EX_020 Rev P1; 770_EX_021 Rev P1; 770_EX_022 Rev P1; 770_EX_025 Rev P1; 770_EX_026 Rev P1; 770_DEM_B1 Rev P4; 770_DEM_00 Rev P4; 770_DEM_01 Rev P4; 770_DEM_02 Rev P4; 770_DEM_03 Rev P4; 770_DEM_04 Rev P4; 770_DEM_05 Rev P4; 770_DEM_06 Rev P4; 770_DEM_07 Rev P4; 770_DEM_08 Rev P4; 770_DEM_09 Rev P4; 770_DEM_20 Rev P1; 770_DEM_21 Rev P1; 770_DEM_22 Rev P1; 770_GA_B1 Rev P3; 770_GA_00 Rev P7, as received 29/05/2012; 770_GA_01 Rev P3; 770_GA_02 Rev P3; 770_GA_03 Rev P3; 770_GA_04 Rev P3; 770_GA_05 Rev P3; 770_GA_06 Rev P3; 770_GA_07 Rev P3; 770_GA_08 Rev P3;

770_GA_09 Rev P3; 770_GA_RF Rev P3; 770_GE_01 Rev P3; 770_GE_02 Rev P3; 770_GE_03 Rev P3; 770_GE_004 Rev P1; 770_GS_001 Rev P3; 770_GS_002 Rev P3; 770_GS_003 Rev P3; Excerpt of Bury Place elevation, as received 29/05/2012; Design and Access Statement by BuckleyGrayYeoman dated 29/02/2012; Floorspace Rationale by BuckleyGrayYeoman dated 12/03/2012; Planning Statement by Savills dated March 2012, as received 29/03/2012; St Georges Court Transport Statement by Jacobs dated 28/02/2012 Ref B1747900 Rev 1; St Georges Court Draft Delivery & Servicing Management Plan by Jacobs dated 28/02/2012 Ref B1747900 Rev 1; St Georges Court Framework Workplace Travel Plan by Jacobs dated 28/02/2012 Ref B1747900 Rev 1; Construction Management Plan (Draft) dated February 2012; BREEAM Pre-Assessment Report by Jacobs dated 17/02/2012 Ref B1747900 v1; Environmental Noise Survey and Plant Noise Assessment by Hann Tucker Associates dated 08/02/2012 Ref 17797/PNA1; Energy Statement by Blyth + Blyth dated 28/02/2012 Ref LM20592 Issue 2; Addendum to Energy Statement by Blyth + Blyth dated 15/03/2012 Ref LM20592.

The Council has considered your application and is pleased to grant permission subject to the conditions and informatives contained in the above 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 shall be completed within the end of three years from the date of its planning permission.

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

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 6 The Class A3 use hereby permitted shall not be carried out outside the following times: 08:00 to 23:30 Monday to Thursdays, 08:00 to 00:00 on Fridays and Saturdays and 08:00 to 22:30 on Sundays and Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS7 (Promoting Camden's centres and shops) of the London Borough of Camden Local Development Framework Core Strategy and policies DP12 (Supporting strong centres and managing the impact of food, drink, entertainment and other town centre uses) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 7 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 facade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS7 (Promoting Camden's centres and shops) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 8 No music shall be played on the 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 (Managing the impact of growth and development) and CS7 (Promoting Camden's centres and shops) of the London Borough of Camden Local Development Framework Core Strategy and policies DP12 (Supporting strong centres and managing the impact of food, drink, entertainment and other town centre uses) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 9 No fixed ventilation plant and /or machinery shall come into operation until full details of the plant and machinery serving the development hereby permitted, and any mitigation measures to prevent odour nuisances, has been submitted to and approved in writing by the Council. The plant/machinery shall thereafter be maintained in effective order to the reasonable satisfaction of the Council. In the event of no satisfactory ventilation plant and / or machinery being provided, no primary cooking shall take place on the premises.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 10 Before the Class A1 / ... details of the location, design and method of waste storage (including recycled materials) shall be submitted to and approved by the Council. The approved facilities shall therefore be provided prior to the first occupation of any of the new units and permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS7 (Promoting Camden's centres and shops) of the London Borough of Camden Local Development Framework Core Strategy and policies DP12 (Supporting strong centres and managing the impact of food, drink, entertainment and other town centre uses), DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction), DP23 (Water) and DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 12 Only the area specifically shown on the plans hereby approved as an external terrace shall be used for such purposes; and no other flat roofed areas (such as the specified maintenance zone at 9th floor level or the green roof) shall be used as a roof terrace, and any access out onto these areas shall be for maintenance purposes only.

Reason: In order to prevent any detrimental impacts of overlooking and/or noise and disturbance of the neighbouring premises in accordance with the requirement of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 13 The external terrace at 9th floor level hereby permitted shall not be used as an amenity space outside of the following times 0800-2100hrs Mondays to Saturdays and 1000-1800 Sunday in accordance with the following conditions.

Reason: To safeguard the health and safety of 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 DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 14 The proposed development shall not be occupied until the whole of the 104 spaces of cycle parking provision shown on the approved drawings is provided. The whole of the cycle parking provision shall be permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS7 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Managing the impact of development on the environment) of the London Borough of Camden Local Development Framework Development Policies.

- 15 The ground floor ancillary cafe to the Class B1 use at the site, as specified on the proposed ground floor plan hereby approved (770_GA_00 Rev P7, as received 29/05/2012), shall not be open to the public and shall remain in ancillary use to the main Class B1 use at the site.

Reason: In order to comply with the requirements of policy CS7 (Promoting Camden's centres and shops) of the London Borough of Camden Local Development Framework Core Strategy and policy DP10 (Helping and promoting small and independent shops) of the London Borough of Camden Local Development Framework Development Policies.

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 2363).

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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 Mayor of London will introduce a new Construction Levy (CIL) to help pay for Crossrail on 1st April 2016. Any development granted after this time which adds more than 100sqm of new floorspace or new dwelling will need to pay this CIL. It will be collected by 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.

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 to apply for a discount.

<http://www.planningportal.co.uk/consultations/cil/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

- 4 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.
- 5 You are advised that condition 6 means that no customers shall be on the premises and no activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.

- 6 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of 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 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email planning@camden.gov.uk)
- 8 If a revision to the postal address becomes necessary as a result of this development, application under the Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Planning & Licensing) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 9 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 10 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendment) Act 1939.
- 11 The Council supports schemes for recycling and encourages all restaurants 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>
- 12 You are advised that if implemented, the alternative use permission hereby granted in relation to Class A1/A3 element gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.
- 13 Transport for London (TfL) advises that the Olympic Route Network (ORN) and Paralympic Route Network (PRN) will operate during the Olympic and Paralympic Games period between June and September 2012. During this period there will be an impact on construction works, utility works and highway licensed activities (for example, skips and building materials) if they affect the roads designated as a part of the ORN/PRN and some of the surrounding streets. Other routes might also be affected and will also be required to be clear of any kinds of obstruction. These are not yet finalised, but will be advised as further information becomes available. Given this, highway works and licences could therefore be affected on occasions during the Games period. Requests to utility providers to provide any additional

water, gas, electricity or telecommunications connections should also be made sufficiently well in advance of this period.

This note from TfL is for information only and is provided without prejudice to the legal rights of the ODA or any other relevant authority whether under the London Olympic Games and Paralympic Games Act 2006, planning, traffic or highway legislation or otherwise. Further information and the latest news on the ORN and PRN can be found on the London 2012 website at <http://www.london2012.com/olympic-route-network/home.html>.

14 Reasons for granting planning permission.

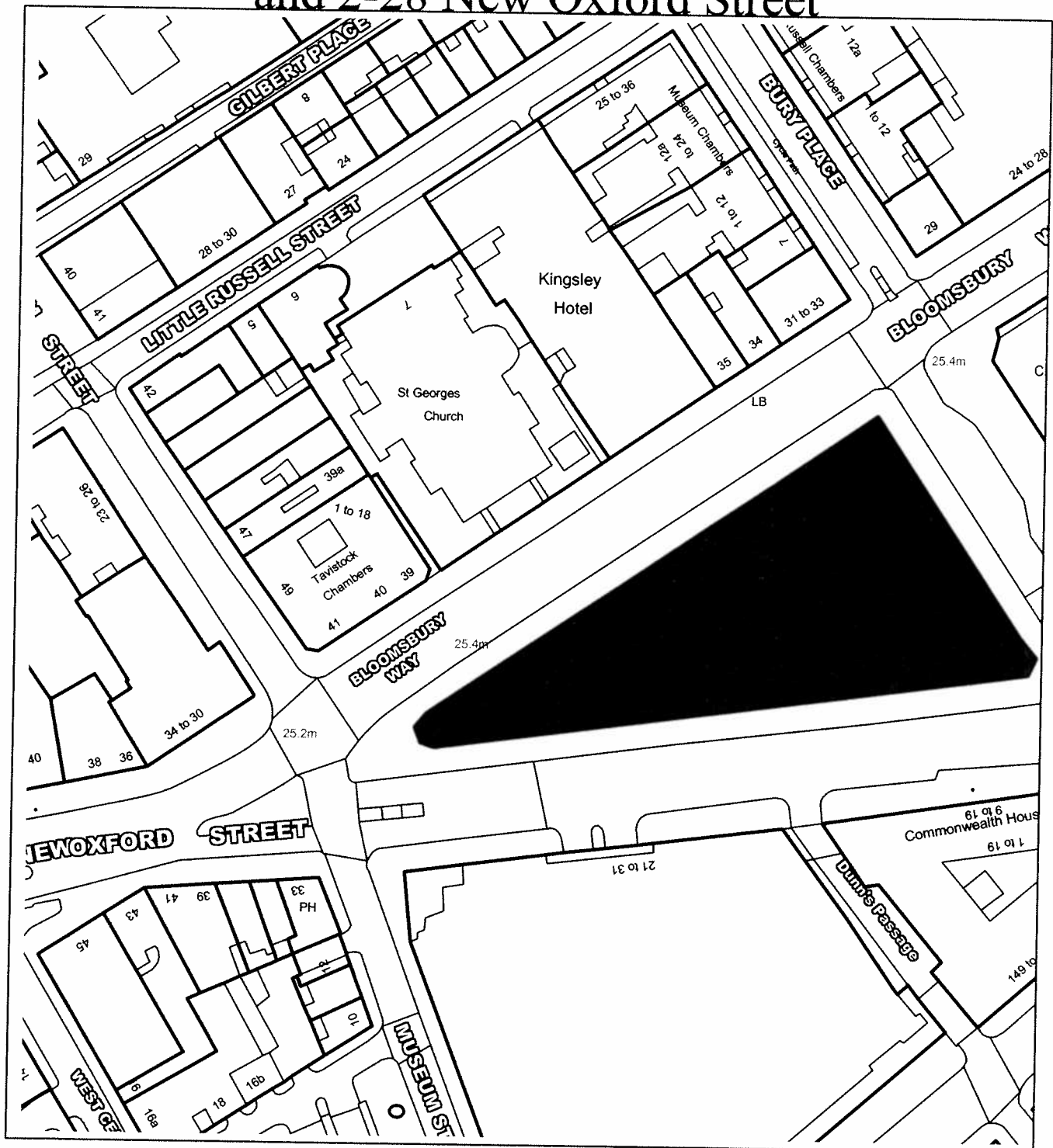
The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS1 (Distribution of growth), CS2 (Managing high speed areas), CS5 (Managing the impact of growth and development), CS7 (Promoting Camden's centres and shops), CS8 (Promoting a successful and inclusive Camden economy), CS9 (Achieving a successful and sustainable Camden), CS10 (Promoting sustainable and efficient travel), CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving our heritage), CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity), CS17 (Making Camden a safer place), CS18 (Dealing with our waste and encouraging recycling) and CS19 (Delivering and monitoring the Core Strategy) and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP12 (Supporting strong centres and managing the impact of food, drink, entertainment and other town centre uses), DP13 (Employment sites and premises), DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and availability of car parking), DP19 (Managing the impact of parking), DP20 (Movement of goods and materials), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers and neighbours), DP28 (Noise and vibration), DP29 (Improving access) and DP30 (Shopfronts).

- 15 Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- high standard of design having regard for local context; improved access for all and new retail and/or food and drink uses; improved quality of commercial accommodation; provision of improved cycle parking arrangements; improvements to the public realm and local pedestrian environment, environmentally sustainable development measures.

Yours faithfully

Culture and Environment Directorate

St George's Court, 2-12 Bloomsbury Way and 2-28 New Oxford Street



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