

DATED

22 August

2014

(1) UNIVERSITY COLLEGE LONDON

and

(2) BANK OF SCOTLAND PLC

and

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

A G R E E M E N T

relating to land known as

**WATES HOUSE 22 GORDON STREET LONDON WC1H 0QB
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980**

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

**Tel: 020 7974 1918
Fax: 020 7974 2962**

FINAL

THIS AGREEMENT is made the 22nd day of August 2014

B E T W E E N:

- i. **UNIVERSITY COLLEGE LONDON** whose registered office is at Gower Street London WC1E 6BT (hereinafter called "the Owner") of the first part
- ii. **BANK OF SCOTLAND PLC** of Project Finance Loan Management Level 2 New Uberior House 11 Earl Grey Street Edinburgh EH3 9BN (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 268598 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 23 May 2014 and the Council resolved to grant permission conditionally under reference number 2014/3486/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 having regard to the provisions of the Development Plan 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.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number 268598 and dated 5 December 1997 (hereinafter called "the Legal Charge") 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:-

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| 1. | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2. | "the Act" | the Town and Country Planning Act 1990 (as amended)
"the Additional Training and Employment Contribution" |
| 3. | "the Additional Training and Employment Contribution" | the sum of £7,000.00 in respect of each individual apprentice, not provided under clause 4.5 hereof to be paid by the Owner to the Council in accordance with the term of this Agreement to be applied by the Council in the event of receipt for the provisions of employment and training needed in the London Borough of Camden |
| 4. | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed |
| 5. | "Construction" | a plan setting out the site specific measures that the Owner will |

Management Plan”

adopt in undertaking any demolition at the Property and the construction of the Development at the Property (and for the avoidance of doubt it is specifically acknowledged that such plan may comprise two separate elements namely one element relating to demolition works and the second element to construction works) 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):-

- a) 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;
- b) incorporation of the provisions set out in the First Schedule annexed hereto (as appropriate);
- c) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- d) 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);
- e) the inclusion of a waste management strategy for handling and disposing of construction waste; and

- f) 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
6. "the Construction Phase" the whole period between
- (i) the earlier of the following two dates namely the first date when any demolition commences and the Implementation Date; and
 - (ii) the later of the following two dates namely the date demolition ends and the date of issue of the Certificate of Practical Completion
- and for the avoidance of doubt includes the demolition at the Property
7. "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
8. "the Development" enlargement and external alterations, including erection of new 7th storey plus roof plant and alterations at 6th storey level, expansion of building footprint including a 7 storey side extension to the south, provision of external cycle parking and landscaping, following substantial demolition of the building, in association with its complete refurbishment to provide university accommodation (Use Class D1) as set out in the following documents and drawings namely:- Existing drawings: Prefix 1410_PL_00_: 100 Site Location Plan, _000 Basement Floor, _001 Ground Floor, _002 First Floor, _003 Second Floor, _004 Third Floor, _005 Fourth Floor, _006 Fifth Floor, _007 Roof Plan, _021 South Elevation, _022 East Elevation, _023 North Elevation, _024 West Elevation, _031 Section A-A, _032 Section

B-B, _033 Section C-C. Demolition drawings: Prefix 1410_PL_01_ 001 Basement strip out, 002 Ground floor strip out, 003 1st floor strip out, 004 2nd floor strip out, 005 3rd floor strip out, 006 1st floor strip out, 007 1st floor strip out, 010 South elevation, 011 East elevation, 012 North elevation, 013 West elevation. Proposed drawings: Prefix 1410_PL_00_: _200 Basement Floor Plan rev02, _201 Ground Floor Plan rev02, _202 First Floor Plan rev01, _203 Typical Upper Floor Plan rev01, _204 Fifth Floor Plan rev01, _205 Sixth Floor Plan rev01, _206 Plant Area Plan rev01, _207 Roof Plan rev01, _110 Contextual West Elevation, _111 Contextual North Elevation, _112 Contextual East Elevation, _240 West Elevation rev01, _241 North Elevation rev01, _242 East Elevation rev01, _243 South Elevation rev01, _250 SectionA-A, _251 SectionB-B, _252 SectionC-C. Cycle parking drawings: 630/P/001 existing plan, 0021 proposed plan, 003 Section AA; Supporting documents: Arboricultural Report by Tree:Fabrik 22nd May 2014; Noise Impact Assessment Revision 00 Ref 031219 dated 20 May 2014 by Buro Happold; Sustainability Statement Revision 00 dated 22/05/2014 by Expedition; Air Quality Statement Rev 00 dated 15/05/2014 by Buro Happold; Transport Statement May 2014 by Iceni Projects Ltd

9. "the Employment and Training Contribution" the sum of £9,000 (nine thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt for the provision of employment and training needs in the London Borough of Camden
10. "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 based on and having

regard to the Sustainability Statement dated 22 May 2014 accompanying the Planning Application through (but not be limited to) the following measures:-

- (i) details of how the Owner will use reasonable endeavours to further reduce the Development's carbon emissions using a combination of energy efficiency measures, low carbon and renewable technologies ensuring the Owner will achieve a reduction of at least 30% in carbon emissions;
- (ii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (iii) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (iv) measures to enable future connection to a local energy network at the boundary of the Property including the Owner's District Heating Network and any future upgrades;
- (v) 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 Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (vi) 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

(vii) 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

11. "the Highways Contribution"

The sum of £143,000 (one hundred and forty three 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property within the area shown on drawing attached as appendix 1 appended hereto such works to include the following ("the Highways Works"):

- repaving of the footways directly adjacent to the property on Gordon Street, Endsleigh Gardens and Taviton Street, including the existing vehicular access on Taviton Street
- repaving of the carriageway directly adjacent to the property on Gordon Street, Endsleigh Gardens and Taviton Street (if necessary to repair any damage caused by the development)
- any other works required as a direct result of the Development (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 undertakers works and excludes any statutory undertakers costs

12. "Kings Cross

the Council's flagship skills construction training centre providing

	Construction"	advice and information on finding work in the construction industry
13.	"Local Procurement Code"	the code annexed as Schedule Three hereto
14.	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
15.	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56(4) of the Act and references to "Implementation" and "Implement" shall be construed accordingly
16.	"Occupation Date"	the date when any part of the Development is occupied (but for the avoidance of doubt shall not include occupation for fitting out purposes) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
17.	"the Pedestrian Cyclist and Environmental Improvement Contribution"	the sum of £193,000 (one hundred and ninety three thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement in two tranches namely the "Pedestrian Cyclist and Environmental Improvement Contribution Number One" being for the sum of £67,000 (sixty seven thousand pounds) and the "Pedestrian Cyclist and Environmental Improvement Contribution Number Two" being for the sum of £126,000 (one hundred and twenty six thousand pounds) to be applied by the Council in the event of receipt for the provision of local environmental and streetscape improvements ("the Pedestrian Cyclist and Environmental Improvement Works") in order to mitigate the impact of the Development in and around Gordon Street including elements of environmental improvements for pedestrians and cyclists between Gower Place and Gordon Square, subject to compliance with internal and statutory approvals

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| 18. | "the Parties" | mean the Council, the Owner and the Mortgagee |
| 19. | "the Planning Application" | a planning application in respect of the development of the Property submitted to the Council and validated on 23 May 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/3486/P subject to conclusion of this Agreement |
| 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 |
| 21. | "the Planning Permission" | a planning permission granted for the Development substantially in the draft form annexed hereto |
| 22. | "the Property" | the land now known as Wates House 22 Gordon Street London WC1H 9LP (formerly known as Endsleigh Hotel 15 to 22 (inclusive) Endsleigh Gardens London) as the same is shown shaded grey on the plan annexed hereto |
| 23. | "the Public Highway" | any carriageway footway and/or verge adjoining the Property maintainable at public expense |
| 24. | "the Public Open Space Contribution" | the sum of £8,103 (eight thousand one hundred and three pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development |
| 25. | "the Sustainability Plan" | a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the |

Development in its fabric and in its subsequent management and occupation which shall:-

- a) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving an Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- b) 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

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| 26. | “the Travel Plan Monitoring Contribution” | the sum of £5,902 (five thousand nine hundred and two 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 to review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development |
| 27. | “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 |
| 28. | “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 Second 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 on the first anniversary of the Occupation Date;
- d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council
- e) 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;
- 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

3. **NOW THIS DEED WITNESSETH** as follows:-

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

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 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.

4. OBLIGATIONS OF THE OWNER

4.1. CAR FREE

- 4.1.1. To ensure that prior to occupying any unit forming part of the Property 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 any parking permit to park a vehicle in a 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.

4.2. CONSTRUCTION MANAGEMENT PLAN

- 4.2.1. On or prior to the Implementation Date to (i) provide the Council for approval a draft Construction Management Plan and (ii) the sum of £10,000 (ten thousand pounds) ("CMP Monitoring Contribution") to be applied by the Council in the event of receipt as a one off contribution to monitoring compliance with the Construction Management Plan.
- 4.2.2. Not to Implement nor allow Implementation of the Development until such time as (i) the Council has approved the Construction Management Plan as demonstrated by written notice to that effect. (such approval not to be unreasonably withheld or delayed) and (ii) the Council has received the CMP Monitoring Contribution.
- 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. HIGHWAYS

- 4.3.1. 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.
- 4.3.2. 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.

- 4.3.3. 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.
- 4.3.4. On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.3.5 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. If the Certified Sum is less than the Highway Contribution then the Council shall repay to the Owner within 20 days after the date of said certificate the difference between the Highways Contribution and the Certified Sum.

4.4. ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.4.1. On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan such approval not to be unreasonably withheld or delayed.
- 4.4.2. 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.
- 4.4.3. 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.
- 4.4.4. 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.

4.5. 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% (twenty percent) 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 (i) to work in partnership with 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 six construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-
- (i) recruited through the Kings Cross Construction Centre;

(ii) employed for a period of not less than 52 weeks(or if the construction programme does not allow this) such maximum shorter period as the construction period does allow being at least 12 weeks

(iii) paid at a rate not less than the national minimum wage.

4.5.4. If the Owner is unable to provide the apprentices in accordance with clause 4.5.3 of this Agreement for reasons demonstrated to the written satisfaction of the Council it shall:-

- (a) within 14 days pay to the Council the Additional Training and Employment Contribution for each apprentice not then employed at the Development; and
- (b) shall not Occupy or permit Occupation until such time as the Additional Training and Employment Contribution pursuant to clause 4.5.4 (a) above has been paid; and
- (c) will notify the Council of any further reduction in the number of apprentices employed at the Development; and
- (d) in the event that replacement apprentices cannot be employed within 2 (two weeks) of such notice shall within 14 days pay the Additional Training and Employment Contribution for the further reduction in the number of apprentices to the Council; and
- (e) for the avoidance of doubt the Additional Training and Employment Contribution is to be paid in addition to the Employment and Training Contribution and not in substitution of the same.

4.5.5. Notwithstanding the provisions in clause 4.5.4 of this Agreement, during the Construction Phase the Owner shall (i) provide 5 work placements throughout the Construction Phase (ii) use all reasonable endeavours to provide other training opportunities on site in each case for people resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.6. LOCAL PROCUREMENT

1. Prior to Implementation to agree a programme 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.
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.
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 noncompliance with this sub-clause the Owner shall within 14 days take any steps required to remedy such non-compliance.
4. To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of post construction supply of goods and services insofar as the Owner's existing service contracts allow or permit.

4.7. PEDESTRIAN CYCLIST AND ENVIRONMENTAL IMPROVEMENT CONTRIBUTION

- 4.7.1. On or prior to the Implementation Date to pay to the Council the Pedestrian Cyclist and Environmental Improvement Contribution Number One.
- 4.7.2. Not to Implement or permit Implementation until such time as the Council has received the Pedestrian Cyclist and Environmental Contribution Number One in full.
- 4.7.3. On or prior to 31st December 2017 to pay to the Council the Pedestrian Cyclist and Environmental Improvement Contribution Number Two ALWAYS PROVIDED it is acknowledged that the parties may agree an earlier date for payment of the Pedestrian Cyclist and Environmental Improvement Contribution Number Two.

4.7.4. The Council covenants with the Owner prior to commencement of the Pedestrian Cyclist and Environmental Improvement Works to actively engage and consult the Owner in relation to the Pedestrian Cyclist and Environmental Improvement Works and to take into account any representations made by the Owner as to the precise scope and design of such works and to consult with the Owner throughout the duration of the Pedestrian Cyclist and Environmental Improvement Works and to use reasonable endeavours to ensure that the Pedestrian Cyclist and Environmental Improvement Works are programmed to coincide with the Owner's programme of works and having regard to any elements the Owner reasonably considers are time critical and the operational needs of the Owner.

4.8. PUBLIC OPEN SPACE CONTRIBUTION

4.8.1. On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.8.2. Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

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 such approval not to be unreasonably withheld or delayed

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 such approval not to be unreasonably withheld or delayed 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 strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.10. TRAVEL PLAN

4.10.1. On or prior to the Implementation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution

4.10.2. Not to Implement or permit Implementation of any part of the Development until such time as:

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect such approval not to be unreasonably withheld or delayed; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full.

4.10.3. 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 strict accordance with the Travel Plan as approved by the Council from time to time such approval not to be unreasonably withheld or delayed and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

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 Planning Permission 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 the Planning Permission reference 2014/3486/P the date upon which the Development is ready for Occupation.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall 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 Provided That no fee shall be payable where the request is made to the Planning Officer far written confirmation that the relevant condition or obligation has been satisfied.
- 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 the Planning Permission reference 2014/3486/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4.7 and 4.8 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 Planning Reference 2014/3486/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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.10 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 Permission reference number 2014/3486/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

6.7 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 this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **RIGHTS OF THIRD PARTIES**

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

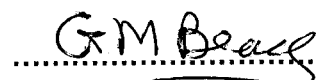
**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO WATES HOUSE 22
GORDON STREET LONDON WC1H 0QB**

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

EXECUTED AS A DEED BY)
UNIVERSITY COLLEGE LONDON)
in the presence of:)
acting by two authorised signatories)

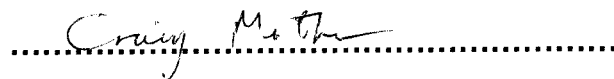


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Authorised Signatory



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Authorised Signatory

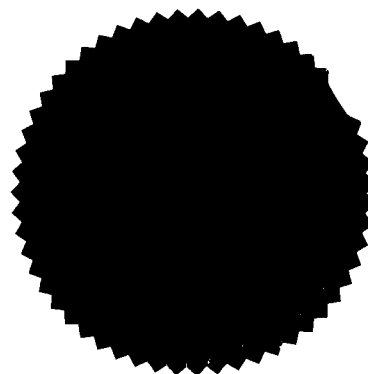
EXECUTED as a Deed)
By BANK OF SCOTLAND PLC)
By)
in the presence of:)



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



.....
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)

- 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
- 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 large vehicles over 3.5 tonnes 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) 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 SECOND 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.

The National Planning Policy Framework states that... *“All developments which generate significant amounts of movement should be required to provide a Travel Plan.”*

For further advice on developing a Travel Plan see the Transport for London’s travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

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 in years one, three and five following occupation and including a initial survey undertaken three 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.

THE THIRD SCHEDULE

LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and 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 in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owner s 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 Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner , main contractor and subcontractors.

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

2.1 Actions & Responsibilities of Main Contractor

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

successful or declined to tender and the contract value in the case of a contract being awarded to a local company.

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the

total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

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

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

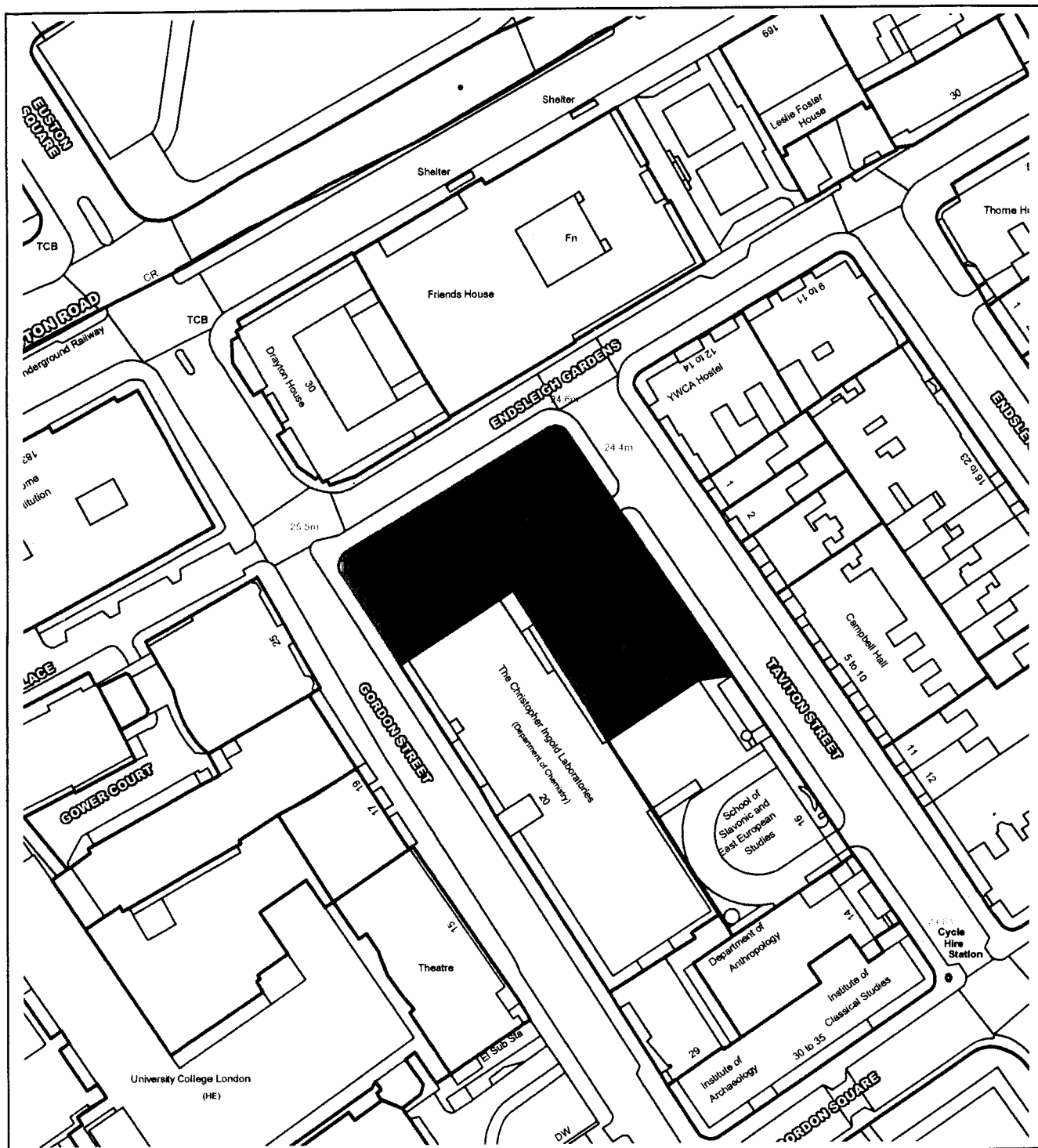
Where the tenants of a development are responsible for fitting out the building(s), we will require the Owners to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section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

Facilities Management

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

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

NORTHGATE SE GIS Print Template



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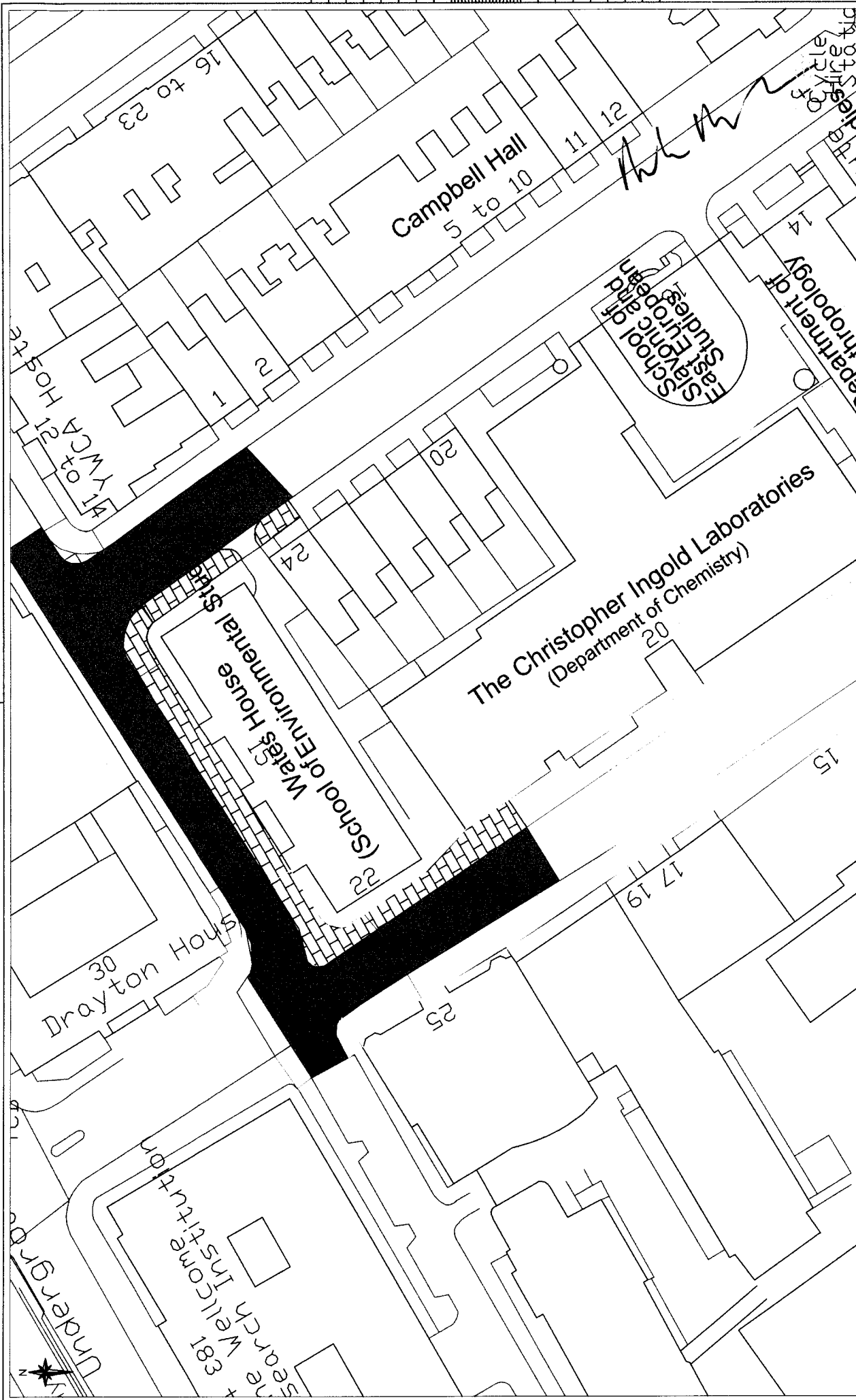
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Camden Engineering Service London Borough of Camden Town Hall, Angles Street London EC6A 3DF Tel 020 7974 4444 Fax 020 7974 8932 DX 2106 Euston Mincorn 020 7974 6966		Project: ** Drawing Title: **	Scale: 1:*** @ A3 Drawn By: A.B. Checked By: A.B. Date: 10/06/06 Drawing Number: P/TE/1006	Date: 10/06/06 Month: 10 Year: 2006 File No: TE/1006/2006	Rev: A Preliminary: TE/1006/2006/001 Amendments:
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Deloitte Real Estate
Athene Place
66 Shoe Lane
London
EC4A 3BQ

Application Ref: **2014/3486/P**

20 August 2014

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Wates House
22 Gordon Street
London
WC1H 0QB

Proposal:

Enlargement and external alterations, including erection of new 7th storey plus roof plant and alterations at 6th storey level, expansion of building footprint including a 7 storey side extension to the south, provision of external cycle parking and landscaping, following substantial demolition of the building, in association with its complete refurbishment to provide university accommodation (Use Class D1)

Drawing Nos: Proposed drawings:

Prefix 1410_PL_00_: _200 Basement Floor Plan rev02, _201 Ground Floor Plan rev02, _202 First Floor Plan rev01, _203 Typical Upper Floor Plan rev01, _204 Fifth Floor Plan rev01, _205 Sixth Floor Plan rev01, _206 Plant Area Plan rev01, _207 Roof Plan rev01, _110 Contextual West Elevation, _111 Contextual North Elevation, _112 Contextual East Elevation, _240 West Elevation rev01, _241 North Elevation rev01, _242 East Elevation rev01, _243 South Elevation rev01, _250 SectionA-A, _251 SectionB-B, _252 SectionC-C.

Cycle parking drawings:

630/P/001 existing plan, 0021 proposed plan, 003 Section AA;

Supporting documents:

Arboricultural Report by Tree:Fabrik 22nd May 2014; Noise Impact Assessment Revision 00 Ref 031219 dated 20 May 2014 by Buro Happold; Sustainability Statement Revision 00

dated 22/05/2014 by Expedition; Air Quality Statement Rev 00 dated 15/05/2014 by Buro Happold; Transport Statement May 2014 by Icen Projects Ltd.

Existing drawings:

Prefix 1410_PL_00_: 100 Site Location Plan, _000 Basement Floor, _001 Ground Floor, _002 First Floor, _003 Second Floor, _004 Third Floor, _005 Fourth Floor, _006 Fifth Floor, _007 Roof Plan, _021 South Elevation, _022 East Elevation, _023 North Elevation, _024 West Elevation, _031 Section A-A, _032 Section B-B, _033 Section C-C.

Demolition drawings:

Prefix 1410_PL_01_ 001 Basement strip out, 002 Ground floor strip out, 003 1st floor strip out, 004 2nd floor strip out, 005 3rd floor strip out, 006 1st floor strip out, 007 1st floor strip out, 010 South elevation, 011 East elevation, 012 North elevation, 013 West elevation.

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

a) Plan, elevation and section drawings of all external entranceways including doors, glazing panels and the service ramp gate, at a scale of 1:20;

b) Plan, elevation and section drawings of typical balustrades and parapets at a scale of 1:10;

c) Plan, elevation and section drawings of typical ground floor shutter arrangements including means of fixing and any interface to external framed glazing;

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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 policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 Sample panels of each the following shall be provided on site or at an agreed location and shall be approved in writing by the local planning authority before the relevant parts of the works are commenced:
- a. Typical floor bay (minimum 3m x 3m in size) including framed glazing with reveal and header detail, masonry dressing, elevation brickwork showing the colour, texture, face-bond and pointing
 - b. Upper floor curtain walling with inset fins, including surrounding masonry and masonry dressing
 - c. Upper floor flush cladding panel with masonry surround (no smaller than 1m x 1m)
 - d. Ground floor curtain walling with flush cladding panels including masonry surround and dressing (no smaller than 2m x 2m)
 - e. Screening to rooftop plant (no smaller than 1m x 1m).

The approved panels shall be retained on location until the work has been completed.

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

- 4 No development shall take within the rear gardens of Campbell House until full details of hard and soft landscaping have been submitted to and approved in writing by the local planning authority.

Such submission shall include full details of:

- a. means of enclosure of all un-built, open areas including the new fence to the cycle store
- b. any proposed earthworks including grading, mounding and other changes in ground levels
- c. method statement for extraction, preservation, storage and re-use of the existing York Stone paving within the rear garden area
- d. full details of the cycle access route and entrance way adjacent to 20 Taviton Street

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden

Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 5 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing, as recommended in the submitted Arboricultural Report. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 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 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.

- 8 Before first use of the basement plant equipment it shall be fitted with sound attenuation measures in accordance with the recommendations of chapter 7 of the Noise Impact Assessment hereby approved. All such measures shall thereafter be permanently retained and maintained in accordance with the manufacturers' recommendations.

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

- 9 Before the development is occupied, 96 secure and covered cycle storage spaces shall be provided as shown on the approved drawings and made available for use by students and staff. The approved facility shall be 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 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Prior to commencement on the relevant part of the development a plan showing details of the biodiverse 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 biodiverse roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The biodiverse roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter permanently 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, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

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

Existing drawings:

Prefix 1410_PL_00_: 100 Site Location Plan, _000 Basement Floor, _001 Ground Floor, _002 First Floor, _003 Second Floor, _004 Third Floor, _005 Fourth Floor, _006 Fifth Floor, _007 Roof Plan, _021 South Elevation, _022 East Elevation, _023 North Elevation, _024 West Elevation, _031 Section A-A, _032 Section B-B, _033 Section C-C.

Demolition drawings:

Prefix 1410_PL_01_ 001 Basement strip out, 002 Ground floor strip out, 003 1st floor strip out, 004 2nd floor strip out, 005 3rd floor strip out, 006 1st floor strip out, 007 1st floor strip out, 010 South elevation, 011 East elevation, 012 North elevation, 013 West elevation.

Proposed drawings:

Prefix 1410_PL_00_: _200 Basement Floor Plan rev02, _201 Ground Floor Plan rev02, _202 First Floor Plan rev01, _203 Typical Upper Floor Plan rev01, _204 Fifth Floor Plan rev01, _205 Sixth Floor Plan rev01, _206 Plant Area Plan rev01, _207 Roof Plan rev01, _110 Contextual West Elevation, _111 Contextual North Elevation, _112 Contextual East Elevation, _240 West Elevation rev01, _241 North Elevation rev01, _242 East Elevation rev01, _243 South Elevation rev01, _250 SectionA-A, _251 SectionB-B, _252 SectionC-C.

Cycle parking drawings:

630/P/001 existing plan, 0021 proposed plan, 003 Section AA;

Supporting documents:

Arboricultural Report by Tree:Fabrik 22nd May 2014; Noise Impact Assessment Revision 00 Ref 031219 dated 20 May 2014 by Buro Happold; Sustainability Statement Revision 00 dated 22/05/2014 by Expedition; Air Quality Statement Rev 00 dated 15/05/2014 by Buro Happold; Transport Statement May 2014 by Iceni Projects Ltd.

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

- 12 Prior to commencement of the relevant part of development, full details of hard and soft landscaping at ground floor in the curtilage of the building including to the service ramp and bay shall be submitted to and approved in writing by the local planning authority.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 13 No loading or unloading of goods, including fuel, or collection of refuse, recycling or waste associated with the building, by vehicles arriving at or departing from the premises shall be carried out otherwise than within the service bay in the curtilage of the building.

Reason: To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 and DP20 of the London Borough of Camden Local Development Framework Development Policies.

- 14 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes, roof level balustrades or 'mansafe' rails, shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of 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.

- 15 Prior to commencement of development (other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition) details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a 1:100 year event with 20% provision for climate change, demonstrating a reduction in existing runoff of at least 15%. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 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.

- 16 Prior to commencement on the development (other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition) full details of the bird boxes (incorporated into the design of the building), including location, shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed prior to first occupation of the development in accordance with the approved plans and shall be permanently maintained and retained thereafter.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public

Holidays. You are advised to consult the Council's 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 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.
- 4 You are advised that details of works to the railings on Taviton Street in order to accommodate the cycle storage access route are likely to require listed building consent.

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

DATED

22 August

2014

(1) UNIVERSITY COLLEGE LONDON

and

(2) BANK OF SCOTLAND PLC

and

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

A G R E E M E N T

relating to land known as

**WATES HOUSE 22 GORDON STREET LONDON WC1H 0QB
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980**

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

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