

DATED

7th January

2008

(1) ARTESIAN 20 LIMITED

and

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

AGREEMENT
relating to land known as
7-15 (odd) WHITFIELD STREET
LONDON W1T 2SD
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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(CF, EC, HC, POSC, EnvC, EP, REP, WG, TP, CMP, AH, Appeal)
CLS/COM/LMM/1431.1164
S106 FINAL 09.01.08

THIS AGREEMENT is made the 7th day of January 2008

BETWEEN:

1. **ARTESIAN 20 LIMITED** (Co. Regn. No. 03108970) whose registered office is at 40 Queen Anne Street London W1G 9EL (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL844499.
- 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 8 October 2007 and the Council resolved to grant permission conditionally under reference number 2007/5162/P subject to the conclusion of this legal Agreement.
- 1.4 An Application for Conservation Area Consent for the development of the Property was submitted to the Council and validated on 8 October and the Council resolved to grant consent conditionally under reference number 2007/5188/C subject to the conclusion of this legal Agreement.
- 1.5 The Council considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 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.

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 "Affordable Housing" low cost housing provided by a Registered Social Landlord or the Council available for Social Rented Housing or Intermediate Housing to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market
- 2.3 "Affordable Housing Units" the two Intermediate Housing Units and nine Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.5 "Air Quality Assessment" an assessment undertaken by the Owner which shall include the following information:-
- (a) manufacturers details of heating plant;
 - (b) maximum rate of fuel consumption in kilograms or cubic metres per hour;

- (c) efflux velocity of flue gases at working;
- (d) height of building to which the chimney is attached;
- (e) height(s) of adjacent building(s);
- (f) distance of adjacent building(s) from proposed chimney;
- (g) height of proposed height of chimney above ground level;
- (h) stack internal diameter;
- (i) quantity and type of emissions released from the stack to be expressed as the emission rate for nitrogen oxides, carbon monoxide and particulate matter;
- (j) the calculation procedure detailed in the Technical Guidance Note (Dispersion) D1, Guidelines on Discharge Stack Heights for Polluting Emissions or an alternative dispersion model shall be used to calculate the Biomass boiler in order to demonstrate that ground level pollution concentrations are harmless and the methodology used to determine stack height shall be identified;
- (k) position of nearest fan assisted intake (not including intakes for combustion air or fan dilution air) and openable windows in relation to the Biomass boiler chimney stack;

- (l) provision of a plan showing the termination point of all exhaust stacks associated with heating and cooling systems, including the Biomass boiler, gas boilers and air plant and shall also identify the location of exit flues associated with each of the car parks;
- (m) a plan showing the position of all fresh air intakes associated with air conditioning units and mechanical ventilation so it is understood where intake air is sourced and ensuring that pollution sources are avoided;
- (n) details of the any particulate abatement system that will be fitted to the exhaust stack;
- (o) the expected frequency of Biomass deliveries; and
- (p) the maintenance schedule associated with the Biomass

2.6 "the Application for Conservation Area Consent"

an application for Conservation Area Consent in respect of the development of the Property submitted to the Council and validated on 8 October 2007 for which a resolution to grant consent has been passed conditionally under reference number 2007/5188/C subject to conclusion of this Agreement

2.7 "Biomass"

solid liquid or gas fuel consisting of or derived from living and recently dead biological material that can be used as fuel or for industrial production

- 2.8 "the Certificate of Practical Completion" the final certificate issued certifying that the Development has been completed
- 2.9 "the Commercial Element" those parts of the Development intended for non-residential uses as shown edged red on Plan 3 excluding the secondary electricity substation as shown edged orange on Plan 3
- 2.10 Conservation Area Consent a conservation area consent granted for the Development substantially in the draft form annexed hereto
- 2.11 "the Construction Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement the following shall be deemed not to be material operations: archaeological works, works of excavation, site clearance and demolition works site or soil investigations, ground investigations site survey works, works of decontamination and the erection of hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly
- 2.12 "Construction Management Plan" a plan setting out how the Owner will undertake 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 minimises as much as reasonably practical any consequential impacts on the surrounding environment including (but not limited to):-

- (i) effects on the health and amenity of local residents site construction workers local businesses and adjoining developments undergoing construction;
- (ii) effects on other Conservation Area features;
- (iii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residents and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements;
- (iv) a strategy to ensure the protection of sparrows and starlings on the boundary of the Property during the Construction Phase;
- (v) proposed routes of vehicles to and from the Development and the access arrangements for vehicles;
- (vi) sizes of all vehicles and the schedule of when they will need access to the site;
- (vii) swept path drawing for the vehicle routes for all vehicles sizes;
- (viii) parking and loading arrangement of vehicles and delivery of materials and plant to the Development;

(ix) details of proposed parking bays suspensions and temporary traffic management orders;

(x) the proposed working hours;

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

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

2.13 "the Construction Phase"

the whole period between

(i) the Construction Implementation Date; and

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

2.14 "the Council's Considerate Contractor Manual"

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

2.15 "the Demolition Implementation Date"

the date of implementation of the works of excavation site clearance and demolition works to the existing buildings on the Property

2.16 "Demolition Management Plan"

a plan setting out how the Owner will undertake the demolition of the existing buildings on the Property using good site practices in accordance

with the Council's Considerate Contractor Manual to ensure the demolition phase of the Development minimises as much as reasonably practical any consequential impacts on the surrounding environment including (but not limited to):-

- (i) effects on the health and amenity of local residents site workers local businesses and adjoining developments undergoing construction;
- (ii) effects on other Conservation Area features;
- (iii) amelioration and monitoring measures over demolition traffic including procedures for notifying the owners and or occupiers of the residents and businesses in the locality in advance of major demolition works schedules and amendments to normal traffic arrangements;
- (iv) a strategy to ensure the protection of sparrows and starlings on the boundary of the Property during the demolition of the buildings on the Property including an undertaking that demolition works will not take place during the nesting season being April to August inclusive of any protected birds;
- (v) proposed routes of vehicles to and from the Development and the access arrangements for vehicles;

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

2.16 "the Development"

- (i) the Planning Permission for the redevelopment of site comprising the erection of a part 2, 3, and 6 storey building with retained basement, for uses comprising 22 self contained residential flats (Class C3) flexible Class B1/D1/D2 uses a secondary electricity substation (Sui Generis) and ancillary facilities including a service area with retained vehicular access from Whitfield Street refuse store and

cycle parking. as shown on drawing numbers: C1 - C5; CP.01; CP.02; P.01 - P.08; E1 - E4; S1 - S3; Planning Statement ref: 14297/A5/3rdPA/; Planning Statement dated Oct 2007; Design and Access Statement Ref: A07.58.2A dated Oct 2007; Ecology Appraisal ref C2764_03b dated 3rd October 2007; Ecohomes and BREEAM Preliminary Assessment ref D11660 dated 3rd October 2007; Renewable Energy Statement dated November 2007; Sunlight and Daylight Report ref IA/SW/WH09 dated 17 October 2007; Transport Statement dated October 2007; and Bat Survey ref C2764_04b dated 12 November 2007

(ii) the Conservation Area Consent for the substantial demolition of existing sub-station building as shown on drawing numbers: C1 - C5; CP.01; CP.02; P.01 - P.08; E1 - E4; S1 - S3; Planning Statement ref: 14297/A5/3rdPA/; Planning Statement dated Oct 2007; Design and Access Statement Ref: A07.58.2A dated Oct 2007; Ecology Appraisal ref C2764_03b dated 3rd October 2007; Ecohomes and BREEAM Preliminary Assessment ref D11660 dated 3rd October 2007; Renewable Energy Statement dated November 2007; Sunlight and Daylight Report ref IA/SW/WH09 dated 17 October 2007; Transport Statement dated October 2007; and Bat Survey ref C2764_04b dated 12 November 2007

2.17 "the Ecology Plan"

a plan setting out a scheme of measures to be adopted by the Owner to ensure the protection of the vegetation on the common boundary between the public open space and the Property

(as shown shaded green on Plan 2 annexed hereto) to ensure the preservation of the sparrow and starling nesting habitat

2.18 "the Education Contribution" the sum of £112,769 (one hundred and twelve thousand seven hundred and sixty nine pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.19 "the Environmental Contribution" the sum of £500 (five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of bird boxes within Crabtree Fields in the London Borough of Camden

2.20 "Financial Contributions" the Education Contribution the Environmental Contribution the Highways Contribution and the Public Open Space Contribution

2.21 "the Highways Contribution" the sum of £16,216 (sixteen thousand two hundred and sixteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

(a) repaving the pavement to the front of the Property to Boulevard Standard; and

(b) the reconstruction of the access as a vehicular crossover

all works will be subject to final measure 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

2.22 "HomeBuy"

a low-cost home ownership programme managed in accordance with Communities and Local Government and Housing Corporation guidance and requirements under which a Registered Social Landlord develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale (formally known as Shared Ownership)

2.23 "Intermediate Housing"

Affordable Housing available on a HomeBuy basis to people who at the commencement of their occupancy are in need of Intermediate housing in terms set out in paragraph 3.26 of the London Plan

2.24 "Intermediate Housing Scheme"

the programme where the Owner ensures the Intermediate Housing Units are occupied on a HomeBuy basis with an initial equity share offer of 25 percent and a rent level of 2 percent (per annum) on the retained equity such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Housing Corporation guidance

- 2.25 "Intermediate Housing Units" the two units of Intermediate Housing forming part of the Affordable Housing Units the same as shown edged green on Plan 3
- 2.26 "Lifetime Home Standards" the specifications and standards which meet the Lifetime Homes Standards as set out in the document published by the Joseph Rowntree Foundation in 1999 entitled "Meeting Part M and Designing Lifetime Homes" (as amended from time to time) in order to provide accessible housing in the Development
- 2.27 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly but excluding the fitting out and installation of plant and equipment
- 2.28 "the Parties" mean the Council and the Owner
- 2.29 "Plan 1" the plan annexed hereto marked "Plan 1"
- 2.30 "Plan 2" the drawing numbered 2764/08 annexed hereto marked "Plan 2"
- 2.31 "Plan 3" the drawings numbered P.01; .02; .03; .04; .05; .06 and .07 annexed hereto all marked "Plan 3"
- 2.32 "the Planning Application" an application for Planning Permission in respect of the development of the Property submitted to the Council and validated on 8 October 2007 for which a resolution to grant permission has been passed conditionally under reference number 2007/5162/P subject to conclusion of this Agreement

2.33 "Planning Obligations
Monitoring Officer"

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

2.34 "the Planning
Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.35 "the Previous Applications"

(i) a planning application submitted to the Council on 29 June 2005 and given Council reference 2005/2739 for the redevelopment of the site by the erection of a part 4, part 5 storey building with retained basement, for uses comprising 13 self-contained residential units (Class C3), flexible non-residential institutions/community use (Class D1 and/or Class D2), offices (Class B1), and a secondary electricity substation (sui generis), and ancillary facilities including a service bay with retained vehicular access from Whitfield Street, refuse store and cycle parking.

(ii) an application for conservation area consent submitted to the Council on 29 June 2005 and given Council reference 2005/2742/C for the substantial demolition of the existing sub-station building.

2.36 "the Property"

the land known as 7-15 (odd) Whitfield Street London W1T 2SD the same as shown shaded grey on Plan 1 annexed hereto

2.37 "the Public Open
Space Contribution"

the sum of £39,846 (thirty nine thousand eight hundred and forty 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 the event of receipt for the improvement and on-going maintenance of Crabtree Fields

2.38 "Registered Social
Landlord"

a registered social landlord registered as such by the Housing Corporation who has entered into an agreement with the Council to secure the units of Affordable Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme

2.39 "Renewable Energy Plan"

a package of measures to be adopted by the Owner to reduce the overall demand for energy from the Development and supplying energy demand from renewable sources on the Property to include the following:-

- (a) the Renewable Energy Statement dated November 2007 annexed in the Second Schedule hereto;
- (b) an Air Quality Assessment prior to the use of Biomass in the event that Biomass is used for the Development;
- (c) provision of a meter on the element using Biomass so the Council can monitor how much energy is being derived through

Biomass in the event that Biomass is used for the Development;

(d) a mechanism to ensure the Owner uses all reasonable endeavours to incorporate renewable energy production equipment to provide at least 10% of the Development's energy requirement in accordance with the London Plan 1994 and Supplementary Planning Guidance "Sustainable Design and Construction" 1996 ; and

(e) provision of a mechanism for the plan to be monitored and reviewed as required from time to time so long as such a review does not include matters beyond the scope of the Renewable Energy Plan as first approved by the Council

2.40 "Residents Parking Bay"

a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.41 "Residents Parking Permit"

A parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

2.42 "Residential Units"

the 22 self-contained residential dwellings forming part of the Development to be used exclusively for purposes within Class C3 of the Use Classes Order and references to "Residential Unit" shall be construed accordingly

2.43 "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 Commercial Element of the Development securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which should address the following if required in the context of the Development:-

- (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) the likely size of the delivery vehicles entering the site;
- (f) measures taken to ensure pedestrian management and public safety during servicing;
- (g) measures taken to address servicing movements on and around the site with a

view inter alia to combining and/or reducing servicing and minimise the demand for the same;

- (h) provision of swept path drawings to ascertain manoeuvring within the Property;
- (i) statement setting out how pedestrian and highway safety will be maintained during servicing movements;
- (j) to use reasonable endeavours to manage deliveries and servicing to the residential element of the Development
- (k) details of arrangements for refuse storage and servicing; and
- (l) 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

2.44 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Housing Corporation and successor bodies from time to time and (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing and (c) the units are managed by a Registered Social Landlord who has entered into a standard nominations agreement with the

Council providing for nominations to the Council in respect of all such units within the Development

- 2.45 "Social Rented Housing Units" the nine units of Social Rented Housing forming part of the Affordable Housing Units the same as shown edged blue on Plan 3
- 2.46 "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 based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good or Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and at least Level 3 of the Code for Sustainable Buildings attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property
- 2.47 "the Travel Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Commercial Element of the Property incorporating the elements set out in the First Schedule hereto with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport
- 2.48 "Wheelchair Units" residential units that are designed to be wheelchair accessible or easily adaptable for

residents who are wheelchair users in accordance with the Wheelchair Housing Design Guide 2006 guidelines (as updated from time to time) published by the National Wheelchair Housing Association Group

2.49 "Working Group"

a working group to be convened in accordance with the requirements of this Agreement the objectives of which shall be to liaise discuss advise and where appropriate make recommendations to the Owner in respect of matters relating to construction works associated with the Development and the management of the Construction Phase (including inter alia the programme for construction works site conditions site erection of hoardings time of operations noisy activities time of deliveries likely traffic problems temporary footway closures and consideration of complaints from the owners and/or occupiers of adjoining properties) so as to minimise disruption and the environmental effect on the local community as much as reasonably practical arising from the Construction Phase of the Development

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:-
- (i) the provisions of clauses 1, 2, 3, 4.8, 5, 6 and 7 hereof shall come into effect on the date hereof;
 - (ii) the covenants undertakings and obligations contained within clauses 4.6 and 4.14 hereof shall become binding upon the Owner upon the Demolition Implementation Date; and
 - (iii) the covenants undertakings and obligations contained within the remaining clauses within this Agreement shall become binding upon the Owner upon the Construction 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.9.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING

- 4.1.1 To complete all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and to complete such works in a good and workmanlike manner using good quality materials in accordance with the specification approved by a Registered Social Landlord and in accordance with the Housing Corporation's Design and Quality Strategy for grant funded schemes dated April 2007.
- 4.1.2 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure and (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.1.3 Not to Occupy or allow Occupation of any part of the Development (unless otherwise agreed in writing by the Council) until such time as:
 - (i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council for a term of no less than 125 years;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1 hereof.
- 4.1.4 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria contained in the housing policies utilised for development control purposes in the prevailing Council's Unitary Development Plan.

- 4.1.5 The Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord registered with the Housing Corporation or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation or the Council.

4.2 FINANCIAL CONTRIBUTIONS

- 4.2.1 On or prior to the Construction Implementation Date to pay to the Council the Financial Contributions in full.
- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions in full.
- 4.2.3 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.
- 4.2.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3 TRAVEL PLAN

- 4.3.1 On or prior to the Construction Implementation Date to provide the Council for approval a draft Travel Plan.
- 4.3.2 Not to Occupy or permit Occupation of any part of the Commercial Element of the Development until such time as the Council has approved the Travel Plan.
- 4.3.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Commercial Element of the Development at any time when the Commercial Element is not being managed in strict accordance with the Travel Plan as approved by the Council and the Owner shall upon notice from the Council (giving

reasons why the Council considers that the Travel Plan has not been complied with) shall forthwith take any steps to remedy such non-compliance.

4.4 CONSTRUCTION MANAGEMENT PLAN

- 4.4.1 On or prior to the Construction Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved Construction Management Plan as demonstrated by written notice to that effect.
- 4.4.3 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 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.

4.5 SUSTAINABILITY PLAN

- 4.5.1 On or prior to the Construction Implementation Date to provide the Council for approval a draft Sustainability Plan.
- 4.5.2 Not to Implement nor allow Implementation until such time as the Council has approved Sustainability Plan as demonstrated by written notice to that effect.
- 4.5.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.5.4 Following the Occupation Date the Owner shall use all reasonable endeavours to manage the Development in accordance with the Sustainability Plan as approved by the Council and the Owner shall upon notice from the Council (giving reasons why the Council considers that the Sustainability Plan has not been complied with) shall forthwith take any steps to remedy such non-compliance.

4.6 ECOLOGY PLAN

- 4.6.1 On or prior to the Demolition Implementation Date to provide the Council for approval a draft Ecology Plan.
- 4.6.2 Not to demolish nor allow demolition of any building on the Property until such time as the Council has approved the Ecology Plan as demonstrated by written notice to that effect.
- 4.6.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Ecology Plan and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council (giving reasons why the Council considers that the Ecology Plan has not been complied with) forthwith take any steps required to remedy such non-compliance.

4.7 RENEWABLE ENERGY PLAN

- 4.7.1 On or prior to the Construction Implementation Date to provide the Council for approval a draft Renewable Energy Plan.
- 4.7.2 Not to Implement nor allow Implementation until such time as the Council has approved the Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.7.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Renewable Energy Plan as approved by the Council have been implemented in the construction of the Development.
- 4.7.4 Following the Occupation Date the Owner shall manage the Development in strict accordance with the Renewable Energy Plan as approved by the Council and the Owner shall upon notice from the Council (giving reasons why the Council considers that the Renewable Energy Plan has not been complied with) shall forthwith take any steps required to remedy such non-compliance .

4.8 WORKING GROUP

4.8.1 No later than one month of the date hereof (unless otherwise agreed in writing with the Council) and at its own expense:

4.8.1.1 To invite the following to become members of the Working Group:

- (i) representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents and/or businesses in the immediate locality subject to a maximum of five (5) persons;
- (ii) the Owner's architect plus one additional representative as may be nominated by the Owner from time to time; and
- (iii) any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)

4.8.1.2 To procure that the project manager for the Development or their nominated deputy and a representative from the Owner's contractor (and any other appropriate professional representatives of the Owner that the Parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group.

4.8.1.3 To appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residents and businesses in the locality and other interested parties about the operation of the Working Group such person to organise and attend all meetings of the Working Group all such meetings to take place within easy walking distance of the Property.

4.8.1.4 To ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Working Group.

4.8.1.5 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Working Group to all members of such Working Group. Written notice by means of electronic communication shall be sufficient to satisfy this clause.

- 4.8.1.6 To ensure that meetings of the Working Group shall take place at least once every four months during the Construction Phase ALWAYS PROVIDED that any member of the Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to convene a meeting of the Working Group and a meeting of the Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the Working Group shall be convened at such intervals as the Working Group decides.
- 4.8.1.7 To ensure that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within fourteen (14) days of each meeting).
- 4.8.1.8 In the event of the majority of members of the Working Group (having particular regard to the Construction Management Plan) making a recommendation to the Owner in respect of the management of the Construction Phase to use all reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Working Group of this fact together with written reasons as to why this is the case.
- 4.8.1.9 To provide at its own expense throughout the Construction Phase of the Development a telephone contact number that shall be available to local residents to be staffed by a representative of the Owner as agreed by the Council during all periods of construction activity and an answer-phone service outside periods of construction activity and the Owner shall act in good faith expeditiously taking any action that accords with the approved Construction Management Plan and which is reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the

Working Group written information about any such complaints received and action taken in respect of them as it considers appropriate).

- 4.8.1.10 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the approved Construction Management Plan in accordance with the requirements of this Agreement (subject to such variations as the Council may approve from time to time in accordance with the requirements of this Agreement such approval not to be unreasonably withheld or delayed) and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required in writing by the Council to remedy such non-compliance.

4.9 CAR FREE HOUSING

- 4.9.1 The Owner hereby covenants with the Council to ensure that prior to occupying any Residential Unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.9.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.9.1 above will remain permanently.

4.10 WITHDRAWAL OF APPEAL

- 4.10.1 Upon the expiry of the period three months and 14 days after the date of this Agreement the Owner shall forthwith withdraw its appeals lodged at the Planning Inspectorate under its references APP/X5210/A/05/1196719 and APP/X5210/A/05/1196720 against the Council's refusal to grant the Previous Applications save that this clause shall not apply if the Planning Permission is the subject of judicial proceedings, which have not been exhausted.

4.11 LIFETIME HOME STANDARDS

4.11.1 Not to Implement nor permit Implementation until it has submitted to the Council plans for the proposed Development showing all Residential Units designed to Lifetime Homes Standards and the Council has approved the plans as demonstrated by written notice to that effect.

4.11.2 Not to Implement nor permit Implementation of the Development otherwise than in accordance with the approved plans referred to in clause 4.11.1 of this Agreement.

4.11.3 Not to Occupy or allow Occupation of any part of the Development until the Council has confirmed in writing that in its reasonable opinion all of the Residential Units have been built out to Lifetime Homes Standards as approved.

4.12 WHEELCHAIR UNITS

4.12.1 Not to Implement or allow Implementation until such time as it has submitted to the Council plans for the proposed Development showing no less than 10% of the Residential Units designed as Wheelchair Units and the Council have approved the same as demonstrated by written notice to that effect.

4.12.2 Not to Implement or allow Implementation of the Development otherwise than in strict accordance with the plans referred to in sub-clause 4.12.1 to this Agreement such plans as approved by the Council as demonstrated by written notice to that effect.

4.12.3 Not to Occupy or allow Occupation of any part of the Development until the Council has confirmed by written notice to that effect that the allocated 10% of the Residential Units have been built in accordance with the design approved by the Council in clause 4.12.1 of this Agreement

4.13 SERVICE MANAGEMENT PLAN

4.13.1 On or prior to the Construction Implementation Date to provide the Council for approval a draft Service Management Plan.

4.13.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan.

4.13.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Commercial Element of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council the Owner shall upon notice from the Council (giving reasons why the Council considers that the Service Management Plan has not been complied with) shall forthwith take any steps required by the Council to remedy such non-compliance.

4.14 DEMOLITION MANAGEMENT PLAN

4.14.1 On or prior to the Demolition Implementation Date to provide the Council for approval a draft Demolition Management Plan.

4.14.2 Not to demolish nor allow demolition of any building on the Property until such time as the Council has approved Demolition Management Plan as demonstrated by written notice to that effect.

4.14.3 To ensure that the demolition of the existing buildings on the Property shall not be carried out otherwise than in strict accordance with the requirements of the Demolition Management Plan and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council (giving reasons why the Council considers that the Demolition Management Plan has not been complied with) forthwith take any steps required to remedy such non-compliance.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the Demolition Implementation Date specifying that demolition of the buildings currently on the Property is about to take place.

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

- 5.3 Within 7 days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2007/5162/P the date upon which the Development is ready for Occupation.
- 5.4 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.
- 5.5 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.
- 5.5 Payment of the Contribution pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting planning reference 2007/5162/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.
- 5.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

- 5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

- 5.8 All costs and expenses payable to 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 (if any) and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2007/5162/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 nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in sub-clauses 4.1 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units ("the Registered Proprietor") (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any

person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units and/or the Intermediate Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units and/or the Intermediate Housing Units or any such receiver or administrative receiver shall serve written notice ("the Default Notice") upon the Council.
- ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Housing Units and/or the Intermediate Housing Units as the case may be
- iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units and/or the Intermediate Housing Units within the six calendar month period specified above ("the Specified Period") on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units and/or the Intermediate Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and/or the Intermediate Housing Units and shall cease to bind the Affordable Housing Units and/or the Intermediate Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units and/or the Intermediate Housing Units after the procedure set out in this Sub Clause has

been followed shall not be bound by the restrictions contained in Sub Clauses 4.1 and 4.8 hereof as will any person deriving title therefrom.

6.10 Any person (or person claiming title from such person) to whom an Registered Social Landlord grants a HomeBuy lease (whether or not the equity share is subsequently staircased to 100%), or any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy pursuant to the Housing Act 1985 (or any statutory successor) shall be released from the obligations of Clause 4.1 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale of such tenant or purchaser shall be applied exclusively for the provision of Affordable Housing within the London Borough of Camden.

6.11 Where this Agreement refers to a party agreeing or approving any matter or thing that party's agreement or approval shall not be unreasonably withheld or delayed and shall be given in writing.

6.12 In the event that all or part of the Property is subject to a charge, the security of the charge over the Property shall take effect subject to this Agreement, provided that the chargee shall otherwise have no liability under this Deed unless it takes possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

7. RIGHTS OF THIRD PARTIES

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

8. OBLIGATIONS OF THE COUNCIL

8.1 Upon receipt of the Owner's written request the Council shall supply a written statement of the purposes to which the Financial Contributions referred to at clause 4.2 of this Agreement have been applied and the money allocated for each purpose

always provided these requests shall not be made any more than once per financial year.

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

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

FIRST SCHEDULE

THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the 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) or Camden's 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 to 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 staff and consider potential park and ride type services or shuttle-type services for staff, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public interest information (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 staff provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for staff 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 this Property and the proposed additional 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. Staff Parking and travel

A review of staff travel should have the principal aim of reducing non-essential single occupant driver trips to the site. This should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of staff car parking and permits in and around the Property.
- b. a review of 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:

- a. secure and well-lit workplace cycle parking
- b. changing and showering facilities

Consideration shall also be given to providing:

- 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 are carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the 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 employees**

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

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

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

4. **Implementation**

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

5. **Monitor and Review**

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

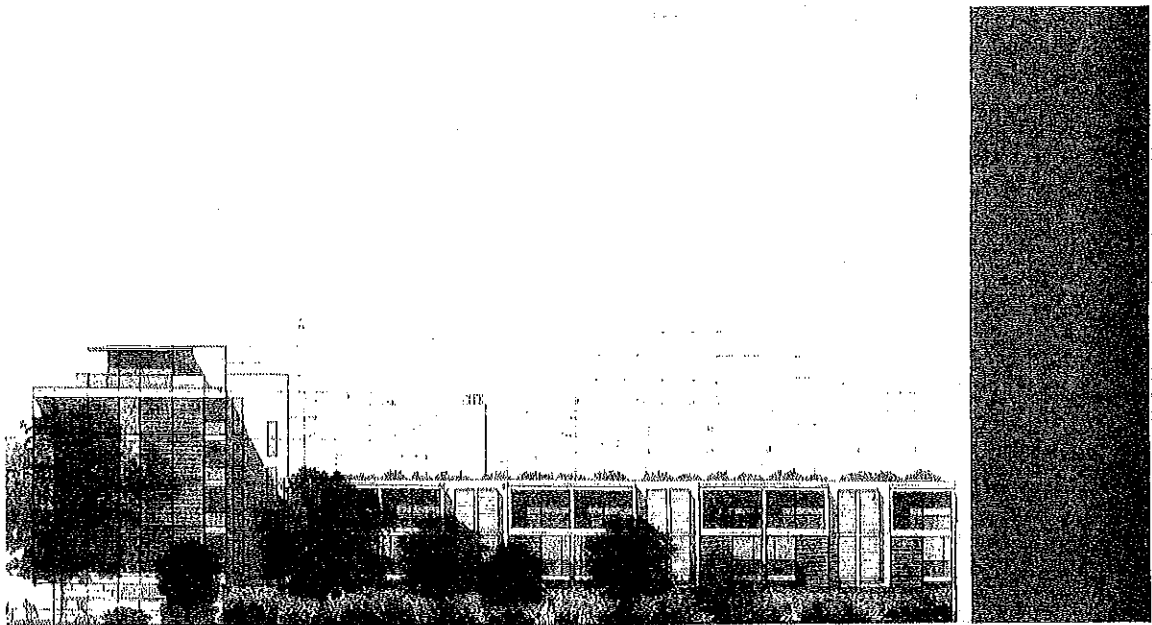
SECOND SCHEDULE
THE RENEWABLE ENERGY STATEMENT



7-15 Whitfield Street

Renewable Energy Statement

November 2007



Prepared for:

Barton Willmore on behalf of
Artesian Property Partnership

Revision Schedule

7-15 Whitfield Street --Renewable Energy Statement November 2007

Rev	Date	Details	Prepared by	Reviewed by	Approved by
01	09/11/2007	Final for issue	Ian Brenkley & Michael Pidgeon Sustainability Consultants	Karl Walker Principal Sustainability Consultant	Martin Birt Technical Director

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Executive Summary

Artesian Property Partnership proposes to develop the site at 7-15 Whitfield Street as a mixed use development incorporating speculative office space and 22 residential properties including a mix of social rented accommodation, private residential units and shared ownership apartments. In line with Camden's Planning Guidance, the development proposals incorporate an element of renewable energy to meet in excess of 10% of the site's overall energy demand.

The total anticipated energy demand for the proposed development has been assessed using IES software building physics modelling, identifying a total demand of around 420MWh per year. The minimum renewable energy contribution required is therefore 42MWh per year (42,000kWh per year).

A range of renewable energy technologies have been assessed for feasibility, with biomass proving to be the most suitable option for this development. The proposed strategy is therefore to use a biomass fuelled boiler to provide space and water heating to part of the development.

To allow access for fuel delivery, it is proposed to locate the biomass storage and plant in the basement level, within the speculative office space, linked to a distribution network feeding the heating systems for both the office space and the 9 social rented units located above the office space.

The biomass system, which is likely to incorporate a 150kW biomass boiler, is expected to meet up to 17.68% of the development's overall energy requirement, and it is recommended that a conventional gas boiler is installed in parallel, providing a backup heating system. The exact sizing and specification of the heating system is subject to further analysis by a CIBSE accredited building services engineer.

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1 Introduction

Artesian Property Partnership is committed to meeting, and has an aspiration to exceed, the London Borough of Camden's planning requirement to offset a minimum of 10% of the site's energy demand through the provision of on-site renewable energy technologies (see Section 2.1.3), and has commissioned Scott Wilson to prepare this Renewable Energy Statement.

This document comprises an assessment of the anticipated energy demand of the site, based on a detailed modelling exercise (full details provided in Appendix 1), and a strategy for the provision of renewable energy to offset a proportion of the site's energy demand.

This document has been prepared as a supporting document to the detailed planning application (Ref: 2007/5162/P) and conservation area consent application (Ref: 2007/5188/C) for the proposed development at 7-15 Whitfield Street, both submitted on 4 October 2007, and supercedes the Statement of Intent submitted with the application.

1.1 The Proposed Development

It is proposed to redevelop the site of 7-15 Whitfield Street, London, W1 into a mixed-use development comprising speculative office space and 22 residential units. The speculative office space will occupy the basement and lower ground floors with the reception and entrance facing onto Whitfield Street. The residential element of the scheme will comprise 11 affordable rented and intermediate properties and 11 open market properties.

Table 1.1 summarises the floor areas of each type of accommodation in the proposed development:

Table 1.1 – Gross Internal Floor Areas

		Number of Units	Gross Internal Floor Area (m ²)
Office		-	1,251
Residential	Open Market	11	1,683
	Social Rented	9	698
	Intermediate	2	119
	Total	22	3,750

Figure 1.1 overleaf shows layout of the proposed site.

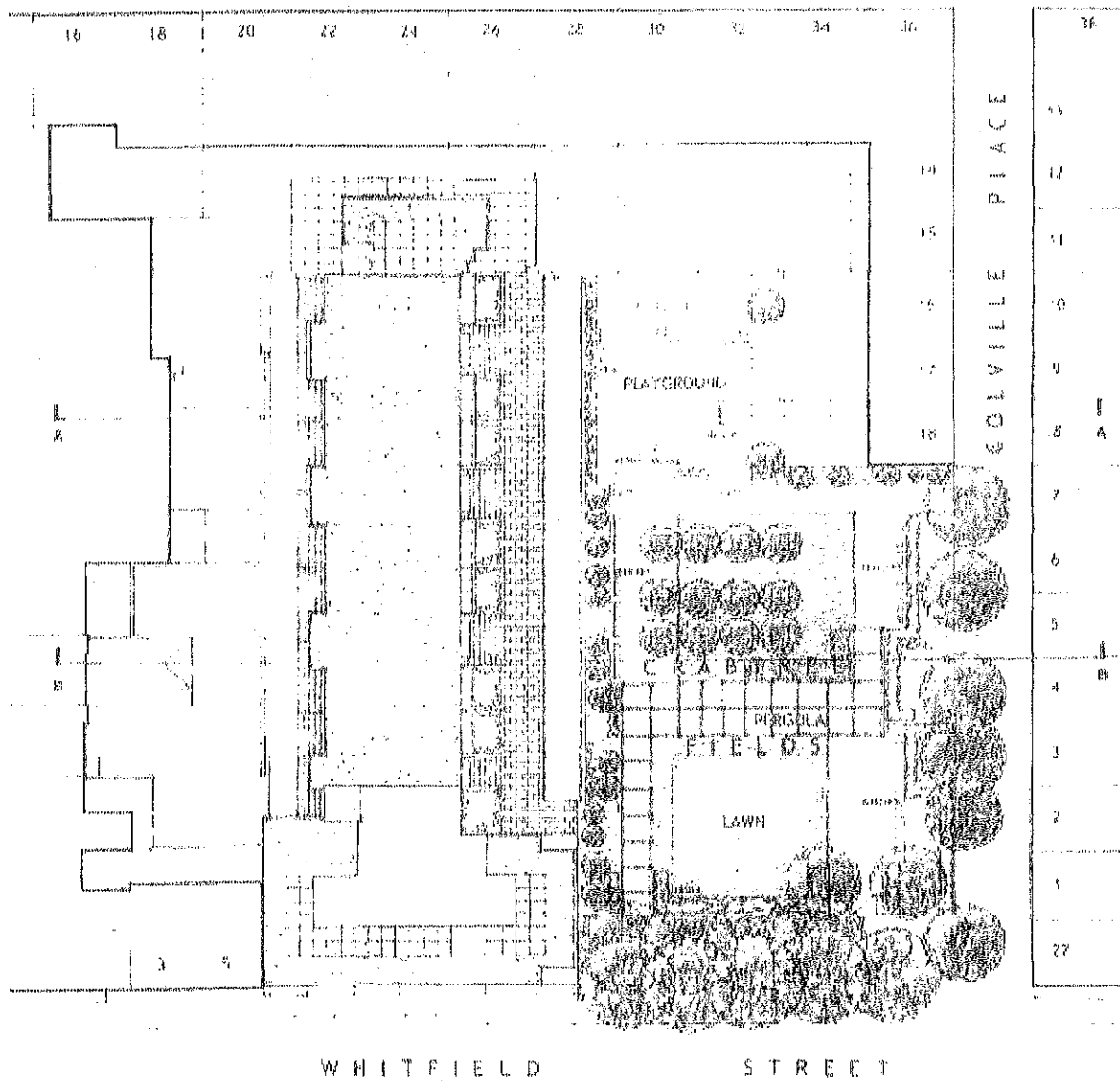


Figure 1.1: Proposed Site Layout

2 Context Review

The growing consensus that anthropogenic sources of greenhouse gasses have a direct impact on global warming and climate change has brought these issues to the forefront of both the political and public mainstream. In combination with the UK's commitment to the Kyoto Protocol to reduce emissions by 12.5% of 1990 levels by 2012, the government is working towards implementing measures across all sectors that will enable the UK to mitigate its impact on the environment.

At present, over 27% of the UK's carbon emissions are associated with heating and lighting of our homes. In London this level is 44% and therefore this sector has the opportunity to make a significant impact on reducing our overall emissions. To achieve this, the UK's Building Regulations regarding the Conservation of Fuel and Power, Part L, were updated in 2006 leading to an immediate reduction of between 20% and 28%¹ of overall reductions over the 2002 regulations. Moreover, by employing renewable energy technologies this figure can be further improved.

The following section provides a context review of key energy policies at both national and local level.

2.1 Policy Context

The optimal use of non-renewable resources is a core National Government policy that focuses on reducing the adverse impacts of energy use. It encourages consumers to meet their energy needs with less energy by employing improved energy efficiency measures. The Government is working towards increasing the amount of energy generated from renewable sources and reducing the amount of energy generated from finite natural resources such as coal, oil and gas, in addition to encouraging the efficient supply of energy.

2.1.1 National Policy

Planning Policy Statement 22: Renewable Energy (PPS22)² sets out the Government's policy on renewable energy.

The Government has set a number of targets relating to energy. These are primarily:

- To reduce UK greenhouse gas emissions to 12.5 per cent below 1990 levels by 2008-2012
- To reduce UK carbon dioxide (CO₂) emissions to 20 per cent below 1990 levels by 2010
- To meet five percent of UK electricity demand from renewable energy by the end of 2003 and ten percent by 2010
- To have at least 10 GW (gigawatts) of combined heat and power (CHP) capacity in the UK by 2010

2.1.2 Regional Policy

GLA policy, identified by the Mayor's Energy Strategy, "Green Light to Clean Power"³ sets out the objective:

¹ http://www.planningportal.gov.uk/uploads/br/BR_PDF_ADL2A_2006.pdf

² ODPM (2004), *Planning Policy Statement 22: Renewable Energy*

"to minimise negative impacts on health and the local and global environment, while meeting the essential energy needs of all those living and working in London"

Emphasis is placed on the use of renewable sources of energy to meet demand without compromising the environment. Targets are set for at least 14% of London's electricity to be provided by renewable energy by 2010, and that developments referred to the Mayor for consideration generate at least 10% of the site's power and heat from on-site renewable energy.

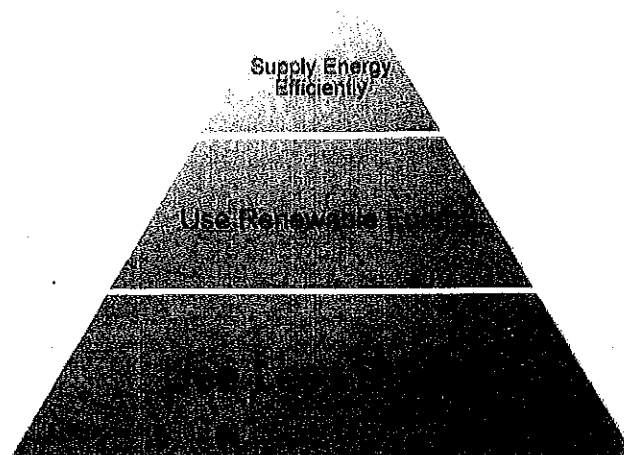
The London Plan states, in Policy 4A.7: Energy Efficiency and Renewable Energy, that:

"the Mayor will and boroughs should support the Mayor's Energy Strategy and its objectives of reducing carbon dioxide emissions, improving energy efficiency and increasing the proportion of energy used generated from renewable sources by:

- requiring the inclusion of energy efficient and renewable energy technology and design, including passive solar design, natural ventilation, borehole cooling, combined heat and power, community heating, photovoltaics, solar water heating, wind, fuel cells, biomass fuelled electricity and heat generating plant in new developments wherever feasible*
- facilitating and encouraging the use of all forms of renewable energy where appropriate including giving consideration to the impact of new development on existing renewable energy schemes*
- minimising light lost to the sky, particularly from street lights."*

Policy 4A.7 can be represented by the Mayor's 'Energy Hierarchy', Figure 2.1.

Figure 2.1 - The Energy Triangle



The energy triangle identifies the following hierarchy of measures to be taken:

- Use less energy (including demand reduction measures such as passive solar design)
- Use renewable energy (appraise technologies such as wind turbines, solar thermal, photovoltaics, ground sourced heating and biomass)

³ GLA (2001), *The Mayor's Energy Strategy: Green Light to Green Power*

- Supply energy efficiently (consider district heating and combined heat and power)

Of specific importance are the key aims of the Mayor's Energy Strategy and its objectives to reduce carbon dioxide emissions, improve energy efficiency and increase the proportion of energy used and generated from renewable sources. For the purpose of this energy strategy, the requirements relating to efficient energy technologies and the use of renewable energy sources are considered to be critical.

2.1.3 Local Policy

Camden Planning Guidance 2006: Section 44 Sustainable Design and Construction⁴ aims to maximise the sustainability of developments in the borough and secure best practice in terms of sustainability. Its design principles include:

- Development should not use electric water or space heating systems
- The incorporation, where appropriate, of communal heating, cooling and power schemes, either within the development, or in conjunction with other nearby development
- Proposals for new, converted or refurbished development that are equal to or greater than 1000m² in floorspace are expected to achieve a Very Good or Excellent rating using the BREEAM assessment
- All proposals are expected to incorporate sustainable design principles

Camden Planning Guidance 2006: Section 17 Energy and On-site Renewable Facilities⁶ sets out the following:

- The council will expect developments of 1000m² or more floorspace or 5 or more dwellings to be designed, constructed and fitted so that it obtains at least 60% of the credits available under Energy in the relevant BREEAM or EcoHomes Assessment
- The council expects that 10% of predicted energy requirements are met by on-site renewable technologies

⁴ Camden Planning Guidance (2006), Sustainable Design and Construction

⁶ Camden Planning Guidance (2006), Energy and On-site Renewable Facilities

3 Energy Demand Assessment

The site's anticipated energy demand has been quantified through the use of building physics modelling. Appendix A provides full details of the process, in which IES software was used to model the proposed development.

Table 3.1 summarises the anticipated energy demand of the proposed development. Note that the areas given in this table exclude unserviced areas such as communal corridors, as these areas do not form part of the modelling process.

Table 3.1: Energy Demand of the Proposed Development

		Floor Area (m ²)	Space and Water Heating (kWh/yr)	Other Gas (kWh/yr)	Electrical (kWh/yr)	Total (kWh/yr)	% of Total Energy Demand
	Office	1,251	36,670	0	138,382	175,052	41.7%
Residential	Open Market	1,537	86,222	8,278	63,167	167,667	37.5%
	Social Rented	687	37,583	5,500	31,833	74,917	17.8%
	Intermediate	97	6,333	1,333	4,722	12,389	2.9%
	Total	3,572	166,809	15,111	238,104	420,024	

3.1 Total Energy Demand

The proposed development's total energy demand is expected to be approximately 420MWh per year. This figure includes the energy demand and carbon emissions from both the office and residential elements, and will be used throughout the remainder of this report when assessing the potential contribution of renewable technologies.

3.2 Renewables Target

Camden Planning Guidance (2006) requires the proposed development to generate 10% of its total energy demand from on-site renewable energy technologies. This is equivalent to approximately 42,000kWh per year, or 42MWh per year.

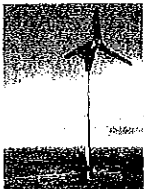
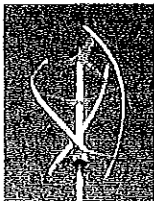
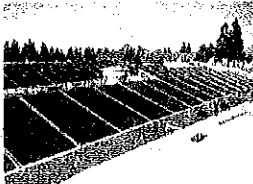
4 Renewables Feasibility Study

This section evaluates a range of renewable technologies for the proposed development, and identifies the site-specific viability of each technology.

4.1 Preliminary Technology Appraisal

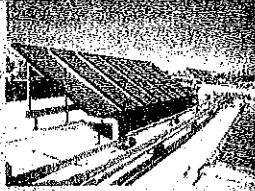
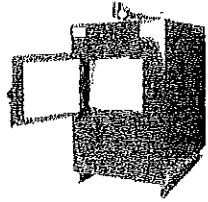

A wide range of renewable energy technologies have been considered for the proposed development. Table 4.1 presents a summary of the suitability of each of these technologies.

Table 4.1 – Preliminary Appraisal of Technologies

Technology	Feasibility*			Comments
	H	M	L	
Wind (stand alone) 			✓	Stand-alone turbines are not suitable for this development due to the limited available space on the site. The site is surrounded by other buildings which provide obstructions and cause turbulence.
Wind (roof mounted) 			✓	Roof-mounted wind turbines, designed for turbulent urban environments, could be a feasible option if wind speeds were available to support this technology. However, the BWEA Wind Speed Database ⁶ suggests that wind speeds at the site would be around 5.6m/s at 25m AGL ⁷ and hence turbines are deemed unfeasible.
Photovoltaics 			✓	The flat roof of the town houses provide a good space for the installation of photovoltaic panels. However, due to the visual impact of the installations, they are unlikely to receive planning consent, based on previous discussions between the developer and the local authority
Solar Hot Water Systems			✓	As with photovoltaics, the orientation of the building and shape of the roof would accommodate solar hot water panels but, due to the visual impact of the installations, their inclusion has been ruled out.

⁶ www.bwea.com/noabl

⁷ Above Ground Level

Technology	Feasibility			Comments
	H	M	L	
				
Biomass Heating 	✓			There is a good opportunity to incorporate a biomass boiler to provide space and water heating for the office space and potentially the residential accommodation. The boiler could feasibly be located adjacent to the existing EDF chamber, which would allow access via the Mews entrance for fuel supply. The availability of supply of biomass fuel would need to be confirmed before detailed design is completed.
Biomass Combined Heat and Power	✓			Due to the variable nature of heating and electrical loads inherent with residential schemes it is unlikely that the proposed development will be able to provide the constant load requirements typically required to optimise CHP operation.
Ground-Sourced Heating 	✓			There is insufficient space on the site for a horizontal heat exchanger system. Installation of a vertical system is not feasible as the existing concrete foundations complicate the necessary ground access for drilling.
Ground-Sourced Cooling	✓			Ground-sourced cooling is not considered possible for the same reasons as mentioned above for ground-sourced heating.

*H – high feasibility; no obvious restrictions;
M – medium feasibility; very significant issues need to be addressed;
L – low feasibility; development site unlikely to support technology.

Based on this preliminary evaluation, biomass heating is considered to be the only feasible renewable technology for this development. Refer to Section 4.2 for further detail.

4.2 Biomass: Technology Overview

Biomass is the term used for all organic material, produced either directly from plants or indirectly from industrial, commercial, domestic or agricultural products. It is sometimes called 'bioenergy' or 'biofuel' and does not contain fossil fuels, which have taken hundreds of millions of years to create.

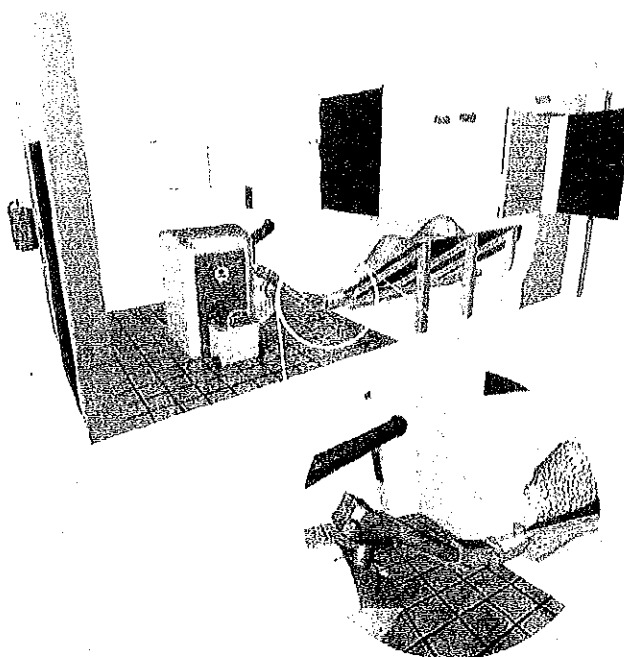
The use of biomass as a fuel has both environmental and economic advantages. It is a 'carbon neutral'⁵ process as the carbon dioxide released when burned is balanced by that absorbed in its cultivation. It is most economical when a local fuel source is used or where an effective waste management system enables waste that would otherwise have been sent to land fill to provide the fuel for the biomass plant. In addition, local fuel sources reduce the necessary transport miles (and associated carbon dioxide emissions) and can provide investment and employment benefits for the local community.

Biomass can be separated into two categories, woody biomass and non-woody biomass. Woody biomass is most commonly used for residential/mixed use schemes and includes forest products and untreated wood products. It also includes energy crops and short rotation coppice, such as the quick growing willow. The type of wood-fuel used depends on the availability of supply, location, building type and its specific requirements. Generally the fuel is supplied as wood pellets or chips. Logs are only appropriate for small scale heating requirements. Biomass boilers are highly efficient and can convert over 60% of the fuel's potential into useable energy. The boiler transfers the heat of the combustion through a heat exchanger to a usable form such as hot water that can then be used for space heating.

Prior to the incorporation of a biomass boiler into the development, contracts must be developed with suitable fuel suppliers who can guarantee a secure supply of fuel stock, as required, throughout the duration of the buildings life cycle. Available supplies exist within the UK through various sources including sawdust waste, wood waste, wood chippings and other biomass materials such as coppiced wood and arable crops.

Figure 4.1 shows a typical biomass boiler and storage delivery system:

Figure 4.1: Biomass Boiler and Storage Delivery System



⁵ Not accounting for non-organic agricultural processes, fuel processing or transport.

4.2.1 Site Opportunities & Constraints

A biomass boiler could potentially be used as a fuel source to provide space and water heating to all or part of the development. Tables 4.2 and 4.3 summarise the potential reduction in energy demand:

Table 4.2: Summary of Energy Loads

		Space and Water Heating (Gas) (kWh/yr)	Other Gas (kWh/yr)	Electrical (kWh/yr)	Total (kWh/yr)
Residential	Office	36,670	0	138,382	175,052
	Open Market	86,222	8,278	63,167	157,667
	Social Rented	37,583	5,600	31,833	74,917
	Intermediate	6,333	1,333	4,722	12,389
	Total	166,809	15,111	238,104	420,024

Table 4.3: Potential Demand Reduction from Biomass

	Space and Water Heating (kWh/yr)	% of Total Energy Demand
Office	36,670	8.7%
Open Market	86,222	20.5%
Social Rented	37,583	8.9%
Intermediate	6,333	1.5%
Total	166,809	39.7%

Table 4.3 indicates that, in theory, biomass could be used to offset around 39.7% of the development's energy demand. This would be the case if biomass was used as a source of space and water heating for the entire development.

However, this figure represents the maximum possible energy contribution from biomass, and would require a large biomass boiler and associated storage space. Space constraints limit the size of biomass plant that can be incorporated into the proposed development. The allocation of space for the heating system is discussed in further detail in Sections 5.1 and 5.4.

4.2.2 Considerations

The following general considerations apply to the use of biomass, and must be taken into account when designing a system for the proposed development:

- The plant must be located such that access is available for the delivery of fuel;

-
- Confirmation would be required that a regular fuel supply could be guaranteed;
 - A conventional gas heating system will be required to provide a backup in the event that the biomass plant fails or there is a shortage in fuel;
 - A lined flue must be installed, specifically designed for wood fuel appliances and compliant with all Health and Safety and Building Regulations;
 - Individual gas boilers are considered to add capital value to private properties; and
 - If a shared heating system is proposed, an Energy Services Company (ESCo) will need to be appointed to manage fuel delivery, operation of the plant, metering of energy use and utility bills.

5 Biomass Strategy

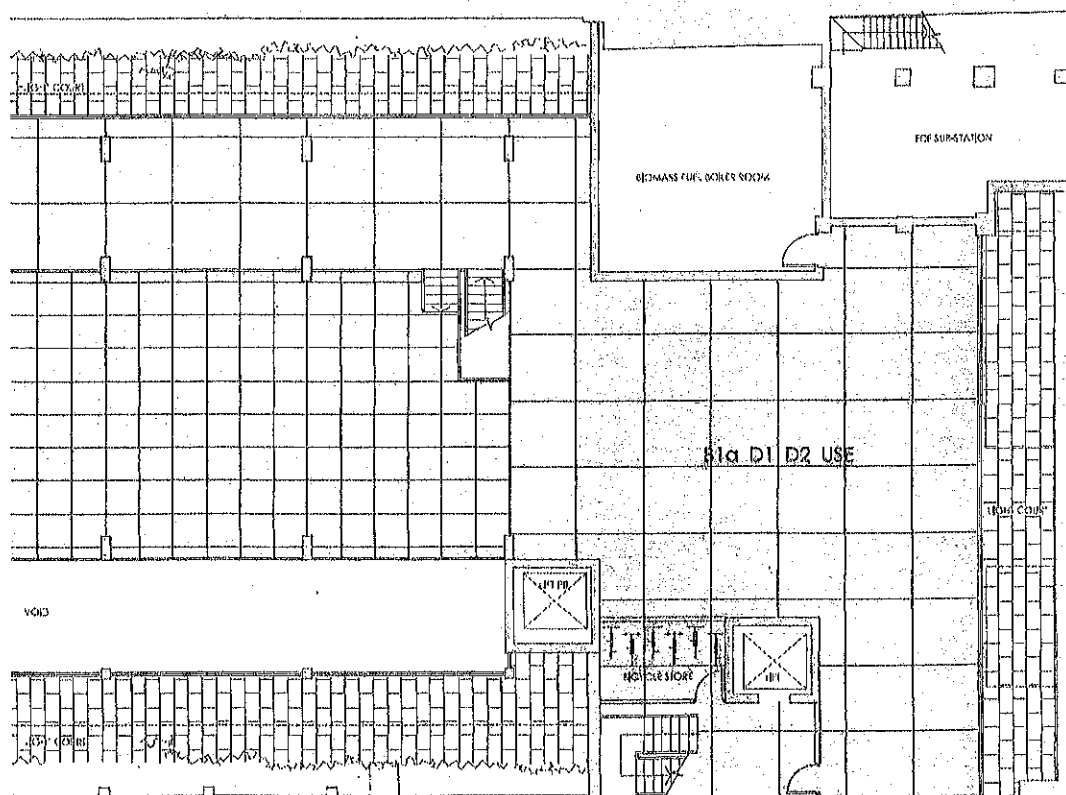
This section sets out the proposed strategy for the inclusion of a biomass heating system within the development proposals.

The strategy has been determined with a view to providing the optimum solution to meeting the 10% renewable energy target set out in Camden's Planning Guidance. The proposed system is considered to be financially and practically viable, whilst significantly reducing the site's carbon emissions and associated contribution to global warming.

5.1 Plant Location

The plant must be located in a position that allows sufficient access for a fuel delivery vehicle. Figure 5.1 shows the proposed plant location, accessible from the office space on the lower ground floor:

Figure 5.1: Layout Identifying Proposed Biomass Plant Location



This location has been chosen as it will allow for the installation of a pneumatic delivery system, whereby a delivery vehicle can enter the access route from Whitfield Street and feed the biomass into the storage area, blown through ductwork. As the plant location is below ground level, a gravity-fed system will be used.

At present, an Indicative area of 6.5m x 6.5m has been proposed, with a ceiling height of 2.6m. It is anticipated that this space should be adequate to house both the plant itself

and an appropriately sized storage hopper (see Section 5.4), subject to further analysis to confirm the boiler sizing and specification and consideration of any ancillary plant.

5.2 System Distribution

As identified in Tables 4.2 and 4.3, biomass could theoretically be used to offset up to 39.7% of the site's energy demand. However, the space required for fuel storage and the boiler itself is likely to be difficult to accommodate within the basement office space (see Section 5.2 for further details of plant location), and, as stated within the considerations in Section 4.2.2, individual gas boilers are preferred by the developer for installation in the private units.

On the other hand, if a biomass system was to be used to provide space and water heating for only the office space, a maximum of 8.7% of the site's energy demand would be offset. This would not meet the target set out in Camden's Planning Guidance, and therefore a more extensive system is required.

The proposed solution is therefore to provide space and water heating through a distribution network servicing the office space and the 9 social rented units directly above the office space. As these units are located in close proximity to the proposed plant location, this solution presents the best case in terms of minimising heat losses through distribution, whilst also maintaining the marketability of the private units as preferred by the developer.

The total heating and hot water demand for these units is summarised in Table 5.1:

Table 5.1: Space and Water Heating Demand for Office and Social Rented Space

	Space and Water Heating Demand (kWh)	% of Total Energy Demand
Office	36,670	8.73%
Social Rented	37,583	8.95%
Total	74,253	17.68%

5.3 Boiler Specification

Through discussions with suppliers and manufacturers of biomass boilers, it is anticipated that a 150kW boiler is likely to be suitable to meet the level of demand identified in Table 5.1. A pellet-burning boiler should be specified in this instance, where space constraints are a significant consideration, as wood pellets have a higher calorific value and therefore minimise the volume of storage space required.

Additionally, it is recommended that a 150kW gas-fired condensing boiler is specified in addition to the biomass boiler. This will serve two functions. Firstly, it will provide a backup whilst the biomass boiler undergoes any maintenance or repair, or if biomass supply is temporarily unavailable. Secondly, the two boilers could function in parallel during any periods of unanticipated high demand.

Boiler sizing and specification is subject to further evaluation and detailed design by a CIBSE accredited building services engineer.

5.4 Space Requirements

The plant room will need to accommodate the following, with sufficient space for easy maintenance access:

- 150kW biomass boiler and storage hopper (as shown in Figure 4.1);
- 150kW gas boiler; and
- storage space for additional biomass fuel; and
- any items of ancillary plant such as air handling units.

The following guidelines for space allocation⁹ have been used to identify space allocation for the biomass plant and storage facility:

- 3m x 4.5m, with a height of 2.5m for a 150kW biomass boiler; and
- at least 22.5m³ fuel storage space. With a ceiling height of 2.6m, this equates to a floor area of 8.7m²

As an example, the 150kW commercial gas boiler manufactured by Ideal Boilers has dimensions of 955mm x 698mm with a height of 1912mm.

It is therefore anticipated that both boilers (biomass boiler and backup gas boiler) could be accommodated in the 6.5m x 6.5m space allocated, leaving sufficient space for additional biomass storage. However, the exact space requirements to accommodate the heating system are subject to further evaluation as previously identified.

5.5 ESCo Engagement

As the proposed system would be shared by both the occupants of the office space and the social rented units above, an ESCo would need to be engaged prior to building occupation, to manage fuel delivery and supply, operation of the plant, metering and billing for energy use.

As the ESCo would manage fuel delivery and plant operation, it is proposed that the ESCo should be contractually obliged to ensure that the biomass boiler is used as the primary boiler whenever feasible, thereby ensuring that Camden's target of 10% of overall energy demand is met, in practice, from renewable energy sources.

⁹ The Energy Crops Company – Wood Pellet Fuel Design Guide

6 Conclusion

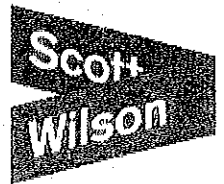
Artesian Property Partnership is committed to offsetting a minimum of 10% of the site's energy demand through the use of on-site renewables, meeting the target set out in Camden's Planning Guidance.

It is proposed that biomass boiler is installed within the office space on the lower ground floor of the proposed development, as part of a system providing space and water heating for both the speculative office space and the nine social rented units located above the office space.

The total energy demand of the site is anticipated to be around 420MWh per year, as identified through a detailed building physics modelling process, (refer to Appendix A). The total demand for space and water heating in the areas serviced by the biomass heating system is anticipated to be 75,253kWh per year, representing 17.68% of the total energy demand for the proposed development.

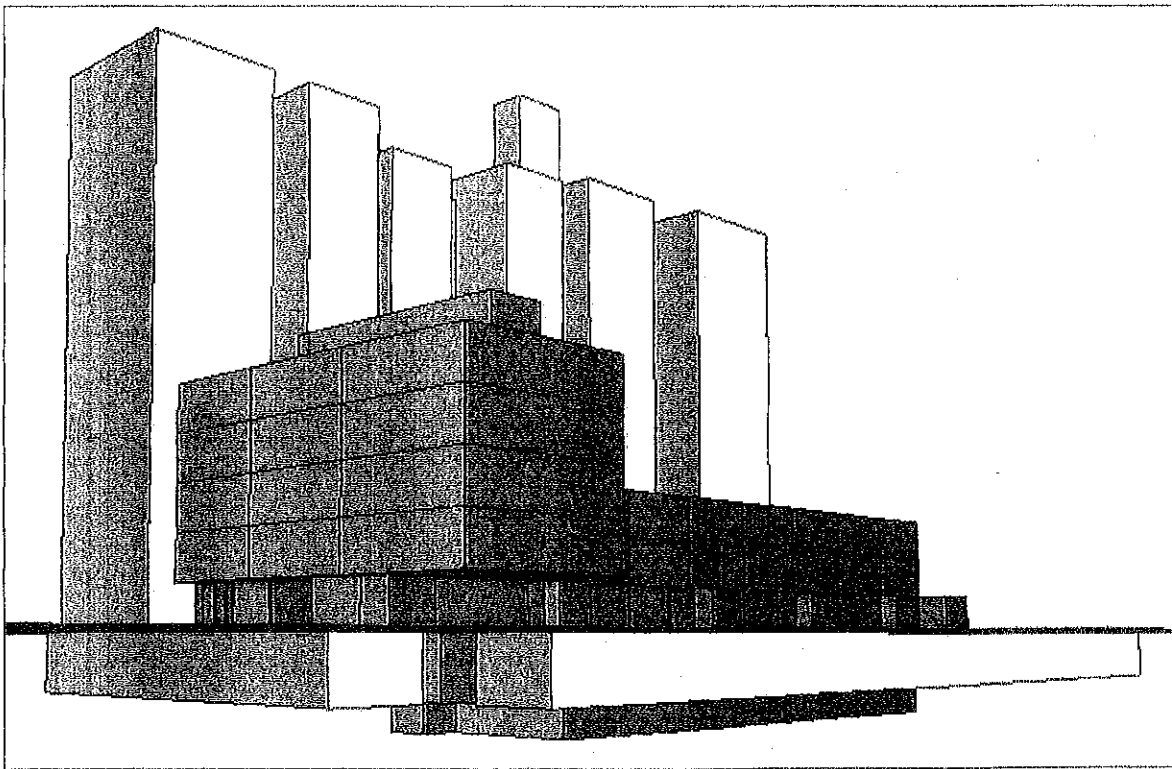
The biomass system will be specified in conjunction with a gas boiler, to ensure that a backup heating supply is available at all times. The exact energy load that will be met by biomass will therefore fluctuate, but it is proposed that an Energy Services Company is engaged to manage the shared heating system, and that part of the ESCo's responsibility is to ensure that the biomass boiler is used as the primary boiler wherever feasible. Through this arrangement it is anticipated that the biomass system will provide a minimum of 10% of the total energy demand for the site.

Appendix A – Energy Demand Calculations



Whitfield Street

Energy Demand Calculations



Document Reference: D116660-10.03-R02

November 2007

Whitfield Street
Energy Demand Calculations

November 2007

Quality Assurance

This report has been checked in accordance with Scott Wilson's standard Quality Assurance procedures.

Version	Date	Prepared	Reviewed	Approved	Revision Description
1	05/11/07	A Azeem and S Iordanov	F Parand	F Parand	Draft for internal comment
2	6/11/07	A Azeem and S Iordanov	F Parand	F Parand	Draft for comment
3	7/11/07	A Azeem and S Iordanov	F Parand	F Parand	Issued
Job Number:	D116660		Document Number:		10.03-R02

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1 INTRODUCTION

Scott Wilson has carried out calculations required for estimating the energy demand for heating, cooling, lighting and some equipment and appliances for Whitfield Street development, located in London. The building consists of 21 residential units and two floors, lower ground and basement, used as commercial space. As such two types of calculations were performed, for the two parts of the building. SAP calculations were used to estimate the energy requirements of the residential units and the National Calculation Methodology (NCM) which is used for the Building Regulations compliance checking as specified in the Approved Document Part L2A, 2006 (ADL2A) was used for the commercial areas.

These calculations could also be used in support of BREEAM and Echohomes assessment. Furthermore, the calculations also provide an indication of compliance with the current Building Regulations Part-L, 2006.

2 SOFTWARE TOOL USED AND THE MODELLING TEAM

NHER Plan Assessor software, which is approved by the Department for Communities and Local Government (DCLG) was used to model the residential units.

The calculations for commercial floors were carried out using Integrated Environmental Solutions (IES) Virtual Environment Software package. IES has been approved by the DCLG for use in the calculation of the Building Regulations Part-L2A as specified in ADL2A. Furthermore IES complies with the requirements of CIBSE AM11 as required by BREEAM.

The modelling team were Dr Foroutan Parand and Mohammed Abdul Azeem (IES Expert) and Stan Jordanov (Certified SAP assessor).

Dr Foroutan Parand, a CIBSE Registered Low Carbon Consultant and a certified SAP assessor, and qualified user of IES software. He has led the studies reported here and carried out the quality assurance of analysis and reporting. Dr Parand has over 20 years of experience in modelling and prediction of thermal performance of buildings, formerly head of BRE's Building Performance Prediction Section, a member of the Working Group of the European Standards Committee (CEN) responsible for the development of Energy Performance in Buildings (EPBD). He has also been the chairman of the CIBSE task group for and an author of the CIBSE Application Manual 11 (AM11). He is also a contributor to the CIBSE Guide 2006 A.

Mr Mohammed Abdul Azeem, Building Services Engineer holds and MSc in Building Services Engineering, has 2 years of experience and is a certified user of IES Virtual Environment software. Abdul has carried out the model development and production of calculation and analysis of results.

Stan Jordanov is an environmental/chemical engineer with a strong background in building energy modelling. As a certified SAP assessor, he has carried out energy analysis for the residential portion of this project. In the past Stan has been involved with design of energy-neutral buildings in challenging climates, as well as with a multitude of renewable energy technologies.

3 METHODOLOGY



In assessing the energy requirements of both the residential units and commercial areas we have used the profiles as specified in the Part-L for the two building types.

National Home Energy Rating (NHER) uses SAP and applies predefined occupancy density and usage profiles for occupancy, appliances and cooking energy consumption.

IES uses the data defined in the NCM for the relevant building use category. NCM uses pre-defined classes of use for commercial buildings. We have assumed that the building will be used as offices.

The geometrical data were used from architectural drawings and data for construction details, including U-values, were supplied by the design team. Where data was not available the minimum requirements of the Part-L was used initially and modified, where required, to achieve compliance with the Part-L.

The residential units were represented by six models as follows:

Residential Unit types	No. units	Unit Area (m2)
Penthouse -- Private	1	158.42
3 bed 1st to 4 th floor -- Affordable	8	79.85
2 bed 1st to 3 rd floor - Private	3	71.12
1 bed ground - Affordable	1	47.66
1 bed ground to 1st - Intermediate	2	48.66
Terraced Townhouses - Private	7	166.44

(Note: stair cases and unheated areas are not included in areas above)

The commercial floors were modelled explicitly in IES.

Residential units input data and assumptions

Appendix A gives the data used in SAP and NHER calculations to determine the CO₂ emission rate and energy requirements of residential units.

Commercial part - Building input data

Figures 1 and 2 show the building as modelled in IES. Appendix B gives the layout of rooms at different levels as modelled in IES.

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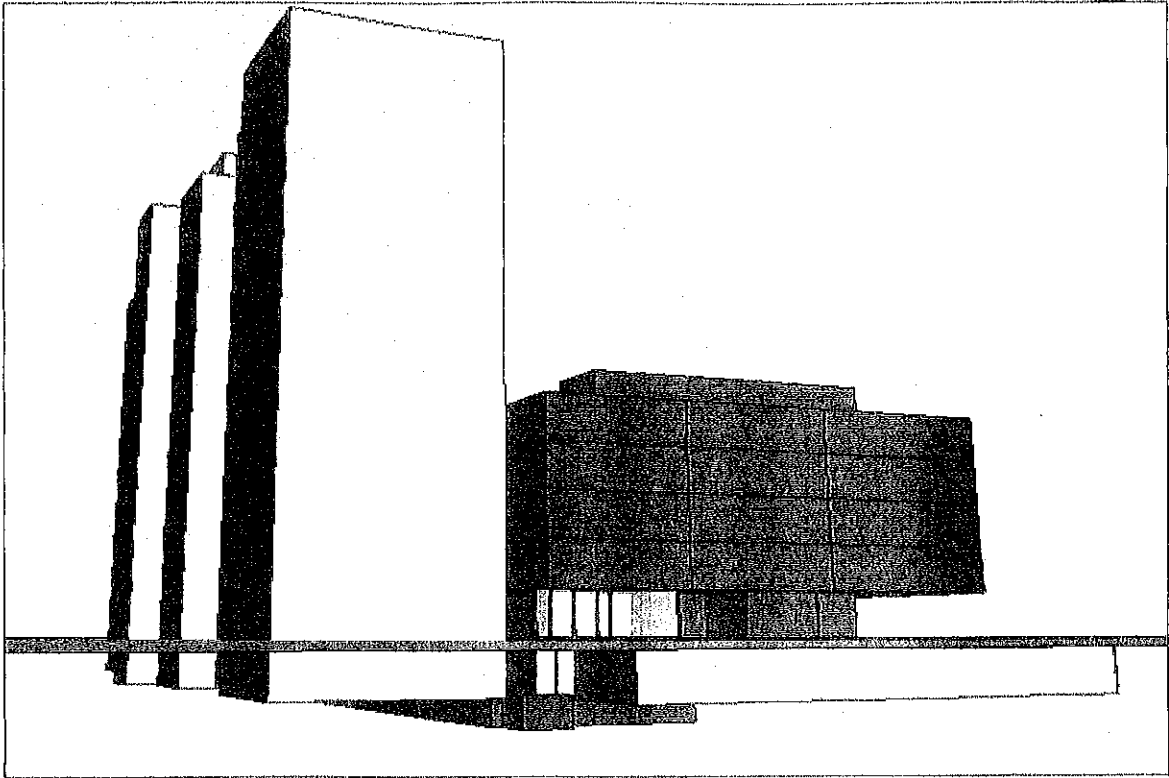


Figure 1- Axonometric view of the Building

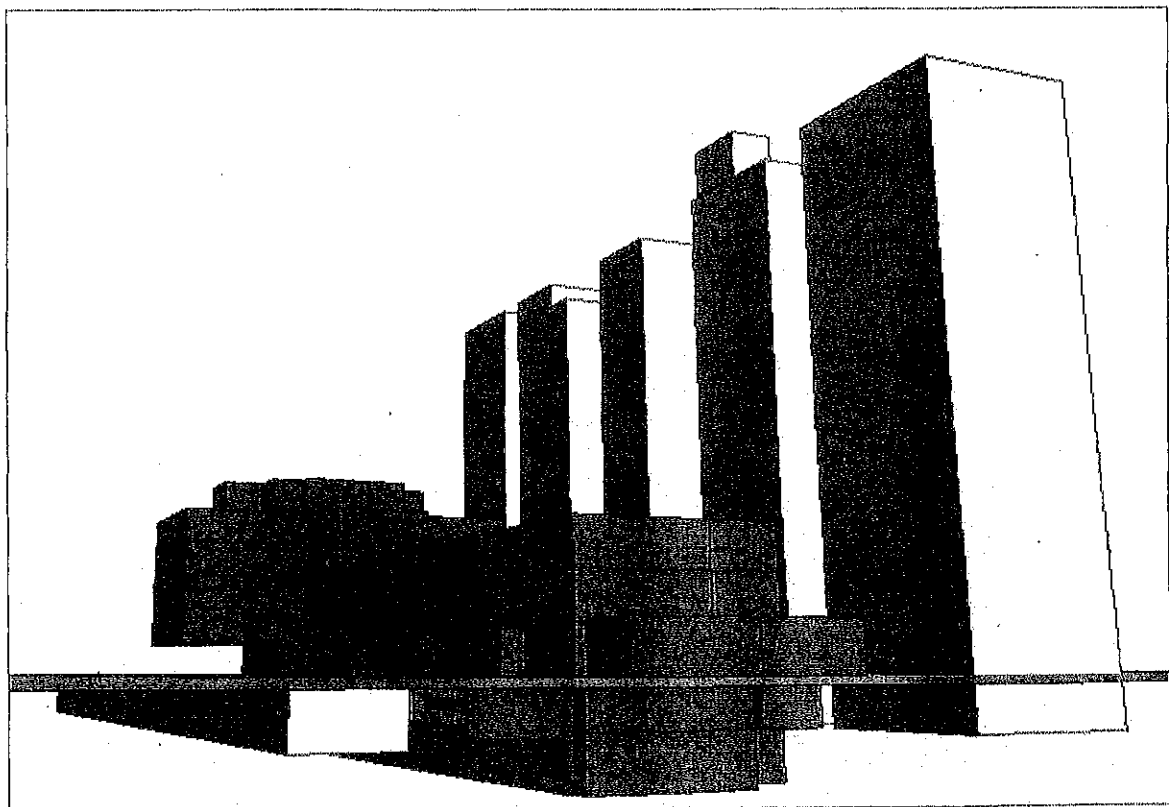


Figure 2- Axonometric view of the Building

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Construction data – For the construction details and U-values for the various elements of the proposed building were taken from architects' drawings 1200, 1201, 1202, 1203, 1204, 1205, 1206 and 1207. See Appendix B for construction details.

HVAC Systems data – An Air conditioning system with heating efficiency 90% and cooling SSEER 3.125 was assumed. For air handling units the minimum requirement of the Part-L was assumed, i.e. a specific fan power of 3.0W/(l/s). See Appendix B for system details.

The lighting data – The minimum requirement of Part-L2A for lighting was assumed. As such the lighting efficacy was assumed to be 3.75W/m²/100lux for the office areas.

Location and weather data - The building is located in London. The model is simulated using the CIBSE Test Reference Year (TRY) for the region as specified by the ADL2A for the calculation of the BER and TER. For comfort criterion calculations the CIBSE DSY is used. The nearest weather station for which the CIBSE TRY and DSY is available is London, which was used for this study. The weather station's Latitude of 51.48°N and Longitude of 0.45°W were used to avoid any inaccuracy in solar calculations.

4 ENERGY DEMAND FOR RESIDENTIAL UNITS

Table 1 below gives the results of NHER calculations for the Part-L compliance.

Residential Unit types	No. units	Average area (m ²)	Part-L compliance			Savings required to achieve CSH level 1 (kgCO ₂ /m ² /year)	HLP
			TER (kgCO ₂ /m ² /year)	DER (kgCO ₂ /m ² /year)	Compliance		
Penthouse - Private	1	158.42	21.81	21.80	Pass	2.17	2.18
3 bed 1st to 4th - Affordable	8	79.85	18.04	18.87	Pass	1.73	1.16
2 bed 1st to 3rd - Private	3	71.12	21.01	20.94	Pass	2.03	1.48
1 bed ground - Affordable	1	47.66	22.50	22.00	Pass	1.75	1.56
1 bed grnd to 1st - Intermediate	2	48.66	22.70	22.10	Pass	1.67	1.43
Terraced - Private	7	166.44	17.40	17.40	Pass	1.74	1.86

Table 1 – Part-L1A compliance for residential units modelled.

For all units to pass the requirements of Part-L1A, some data had to be revised from standard assumptions. These are given in Table 2 below.

House Type	Deviations
Penthouse – Private	150 L hot water cylinder, with 100 mm spray foam insulation
3 bed 1st to 4 th floor – Affordable	No deviations
2 bed 1st to 3 rd floor - Private	1.8 W/m ² /K for all windows, 5 m ³ /m ² /hr permeability, 100 mm spray foam insulation on hot water cylinder
1 bed ground - Affordable	No deviations
1 bed ground to 1st - Intermediate	1.8 W/m ² /K for all windows, 100 L hot water cylinder with 85 mm spray foam insulation
Terraced Townhouses - Private	0.24 W/m ² /K main floor, 0.25 W/m ² /K floor above balcony, 1.8 W/m ² /K glazing, 150 L cylinder, 100 mm spray foam insulation

Table 2 – Variation from standard data for each unit to achieve compliance with part-L1A.

Table 3 gives the calculated energy consumption for each unit modelled and the total estimated for all 21 residential units. Note that the energy use and carbon emissions given in

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this table include the small power and cooking energy requirements as calculated by NHER. The last column in the table gives the energy from gas used for heating and domestic hot water, i.e. excludes gas for cooking from the total gas consumption. This figure should be used in the estimation of the required size of biomass boiler for these end uses in residential units.

House Type	No. of units	Unit area (m ²)	Average consumption for each unit types		Total consumption for all units of the same type		Gas used for heating and hot water only (GJ)
			Gas (GJ)	Electricity (GJ)	Gas (GJ)	Electricity (GJ)	
Penthouse - Private	1	150.42	47.5	23.1	47.5	23.1	44.6
3 bed 1st to 4th - Affordable	8	79.85	17.7	13.3	141.6	106.4	124.0
2 bed 1st to 3rd - Private	3	71.12	18.7	12.1	56.1	36.3	49.5
1 bed ground - Affordable	1	47.66	13.5	8.2	13.5	8.2	11.3
1 bed grnd to 1st - Intermediate	2	48.66	13.5	8.5	27.6	17.0	22.8
Terraced - Private	7	166.44	33.8	24.0	236.6	168.0	216.3
Total	22	n/a	n/a	n/a	522.9	359.0	460.5
CO ₂ emissions (kg/year)					28,178.6	42,062.6	
Total CO ₂ Emissions (kg/year)						70,261.3	
Total floor area (m ²)						2,320.6	
Total CO ₂ Emissions (kg/m ² /year)						30.3	

Table 3 – Total annual energy and carbon emissions for all residential units.

5 ENERGY DEMAND FOR COMMERCIAL UNIT

The initial calculations showed that the building as designed, with the minimum required efficiencies as discussed above, would not pass the Part-L2A as the BER was calculated to be 43.41KgCO₂/m² per annum a calculated TER of 37.78KgCO₂/m² per annum. Assuming improvement in the HVAC and lighting efficiencies, the building achieves a BER of 37.65KgCO₂/m² per annum and would comply with the part-L2A as shown in figure 3. The improved design energy consumption are given in the table 5 and should be used in the estimation of renewable energy sources required.

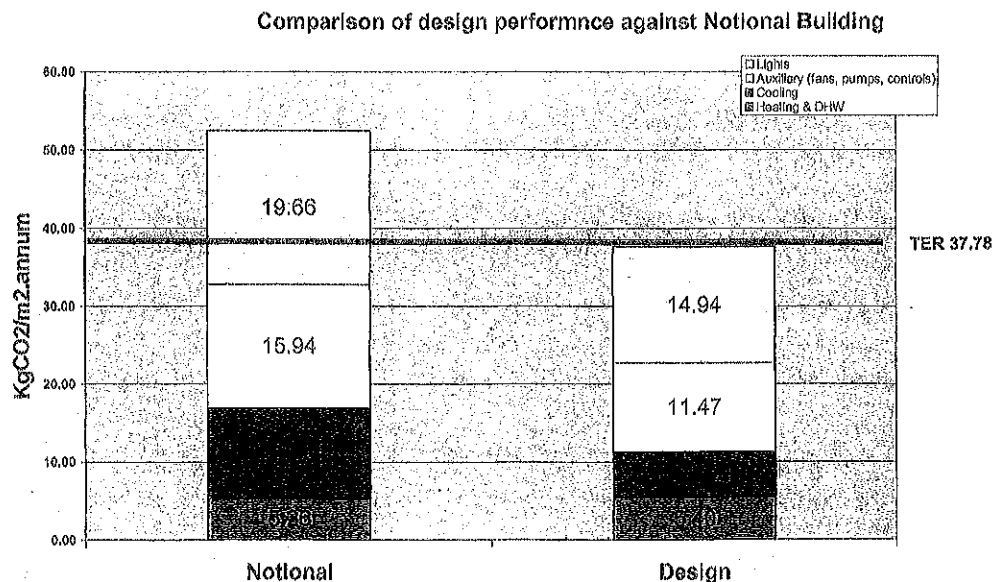


Figure 3 – Notional and Proposed building CO₂ Emissions Rates

Energy consumption and carbon emissions by End use	Heating & DHW	Cooling	Auxiliary (fans, pumps, controls)	Lights	Equipment	Total Electricity	Total Gas and electricity
Fuel type	Gas		Electricity			Electricity	
Energy consumption (GJ p.a.)	132	88	129	177	128	498	630
Carbon emissions (kg CO ₂ p.a.)	7114	7716	15118	20736	14828	58397	65511
Area of commercial units (m ²)			1316				
Carbon emissions (kg CO ₂ /m ² p.a.)	5.40	5.85	11.47	16.73	11.26	44.31	49.70

Table 4 - Breakdown of carbon emissions by the end use for the proposed design and notional building.

6 TOTAL BUILDING ENERGY CONSUMPTION

Table 6 below gives the total gas and electricity for the building as whole.

Description	Gas (GJ)	Electricity (GJ)	Total (GJ)	Gas used for heating and hot water only (GJ)
Residential units	522.9	359.0	881.9	468.5
Commercial units	132.0	498.2	630.2	132.0
Total	654.9	857.2	1512.1	600.5

Description	Gas (kWh)	Electricity (kWh)	Total (kWh)	Gas used for heating and hot water only (kWh)
Residential units	145,250	99,722	244,972	130,139
Commercial units	36,670	138,382	175,052	36,670
Total	181,920	238,104	420,024	166,809

Table 5 - Total gas and electricity consumption in the building and its residential and commercial areas.



7 APPENDICES

APPENDIX A - ASSUMPTIONS FOR RESIDENTIAL UNITS CALCULATIONS

U-values

- Floors – 0.25 W/m²K
- Roofs – 0.15 W/m²K
- Walls – 0.25 W/m²K

Openings

- Metal lintels for external doors and windows
- Windows and doors are well sealed. All assumed as being uPVC with U-value of 1.8
- Penthouse: Windows assumed to be full height, but frame factor of 0.5 – likely spandrel glass on bottom. U value of 2.0, all windows with thermally broken metal frames, well sealed
- Penthouse: Curtain wall portion on 5th floor is sealed, assume one openable 2.4 m wide sliding door, uPVC frame, similar specs to curtain wall, U value = 1.8
- Curtain wall specs: Double low-e, thermally broken metal frame, 0.63 transmittance, 0.8 frame factor, u value 1.9, full storey height is glazed.
- 4th floor 1.3 m wide windows assumed to be full height, but frame factor of 0.5 – likely spandrel glass on bottom.

Ventilation

- Air permeability rate – 10 m³/hm² @ 50pa
- Naturally ventilated
- No open flues
- Standard extract fans installed in the kitchen, utility rooms and bathrooms

Main Heating

- Gas condensing boiler rated to 91.3% efficiency
- Radiators
- Weather compensation & interlock
- Time and temperature zone control
- Pump in heated space

Secondary Heating

- None, SAP assumes 10% electric

Water heating

- from mains gas
- 100 L cylinder with 50 mm spray foam insulation
- Insulated primary pipework, cylinder thermostat, pumped primary system

Lighting

- 1/4 of fittings to be low energy

Appliances

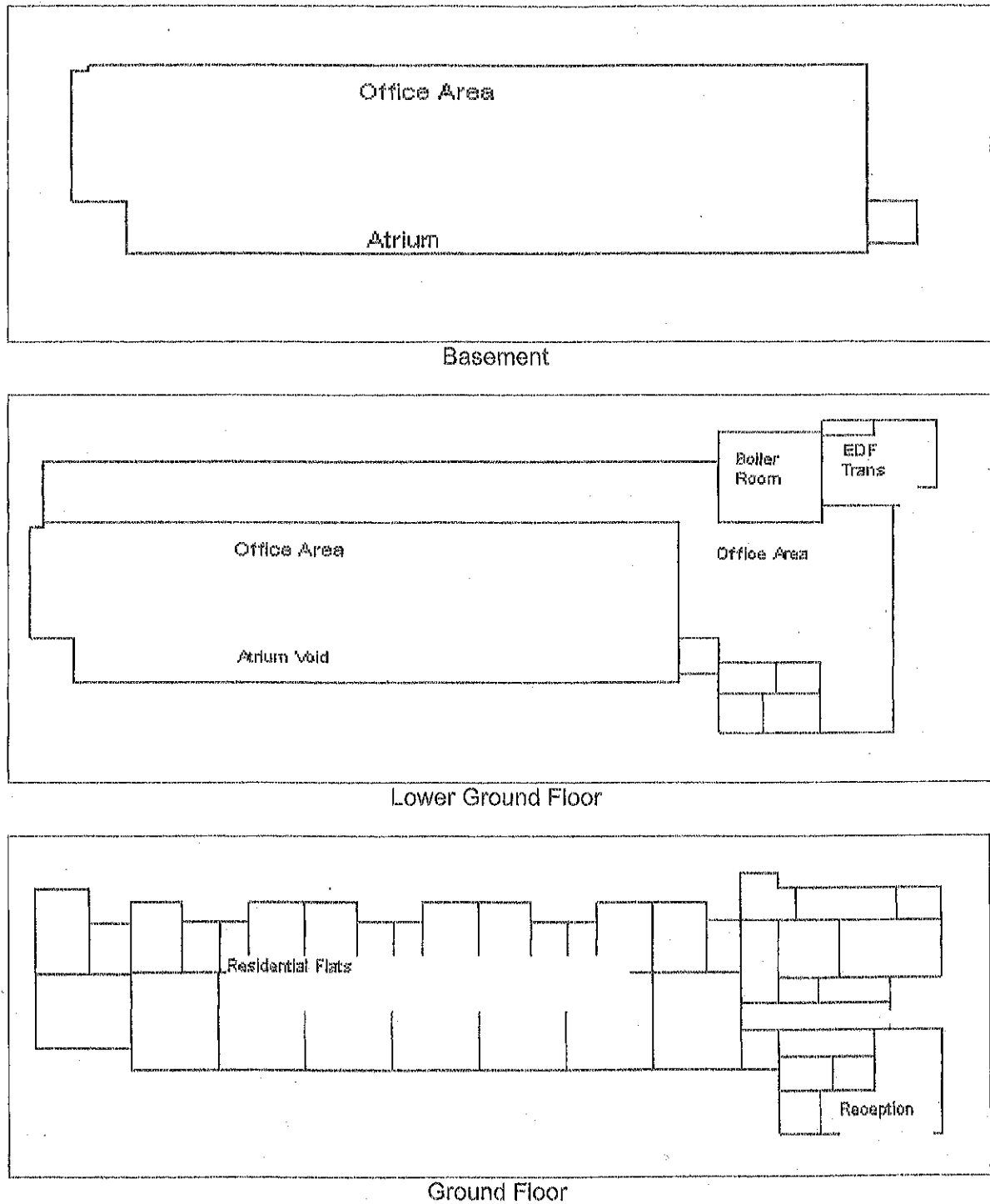
- Gas hob, electric oven

Other

- Windows able to remain fully open half the time to mitigate overheating risk

APPENDIX B -- COMMERCIAL AREAS LAYOUT AND DATA ASSUMPTIONS

Building Layout -- Commercial part



Building Input Data for Part-L2A calculations

Proposed Base Case							
Room	System	Occupancy Rate	Illuminance	Power Density	Miscellaneous Gain	Infiltration	Auxiliary Ventilation
		m2/ person	lux	W/m2/ 100lux	w/m2	ach	ach
Office areas	A/C	NCM	NCM	2.9	NCM	NCM	NCM
Circulation	A/C	NCM	NCM	4.0	NCM	NCM	NCM
Storage	A/C	NCM	NCM	2.9	NCM	NCM	NCM
Plant room	A/C	NCM	NCM	4.0	NCM	NCM	NCM
Reception	A/C	NCM	NCM	2.9	NCM	NCM	NCM

* NCM means the data as specified in the National Calculation Methodology as defined in ADL2A. For values, see next table.

NCM							
Room	NCM Template	Occupancy Rate	Illuminance	Power Density	Miscellaneous Gain	Infiltration	Auxiliary ventilation
		m2/ person	lux	w/m2/ 100lux	w/m2	ach	ach
Office areas	Office: Open plan office	9.09	500	3.75	15	0.25	1.320
Circulation	Office: Circulation area	9.09	100	5.2	2	0.25	0.1096
Store	Office: Storage	9.09	50	3.75	2	0.25	1.4667
Plant room	Office: Plant room	9.09	200	3.75	50	0.25	1.320
Reception	Office: Reception	9.09	200	5.20	5	0.25	1.4667


Building Construction Data – Commercial Part

Construction	Name	U value	Layer	Layer	Layer	Layer	Layer	Layer
		W/m2K						
Ground Floor	Ground Floor	0.35	750mm London Clay	250mm Brickwork	100mm Cast Concrete	35 mm insulation	25mm chipboard	10mm Carpet
External Wall	External Wall	0.35	100mm Brickwork	58.5 insulation	100mm Concrete block	15mm plaster		
Internal Wall	Block work + Plaster	1.70	13mm Plaster	100mm Brickwork	13mm Plaster			
Internal Ceiling	Concrete Ceiling	2.28	10mm Carpet	100mm Concrete				
Roof	Upper Roof	0.25	10mm Stone Chippings	5mm Felt Bitumen	150mm Cast Concrete	135mm Glass Fiber Quilt	100mm Cavity	10mm Plaster
Window	External windows	1.90	6mm Pilkington	12mm Cavity	6mm Clear Float			

System name		Main System
NCM System type		Air Conditioning System
Heating	Heat system	LTHW boiler
	Fuel type	Natural Gas
	Seasonal efficiency (%)	0.90
	sCoP (%)	0.83
	Cooling mechanism	Air conditioning
Cooling	Cooling System	Air Cooled
	Fuel type	Electricity
	Seasonal efficiency (%)	3.125
	SSEER	2.00
	Auxiliary energy value (W/m2)	8.287
Specific fan power (w/l/s)		3.0
Heat recovery		N/a
Rooms		Offices, Reception, Circulation,


CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
7-15 WHITFIELD STREET, LONDON W1T 2SD

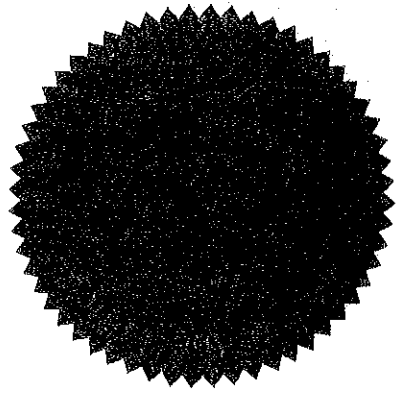
EXECUTED AS A DEED BY)
ARTESIAN 20 LIMITED)
acting by a Director and its Secretary)
or by two Directors)

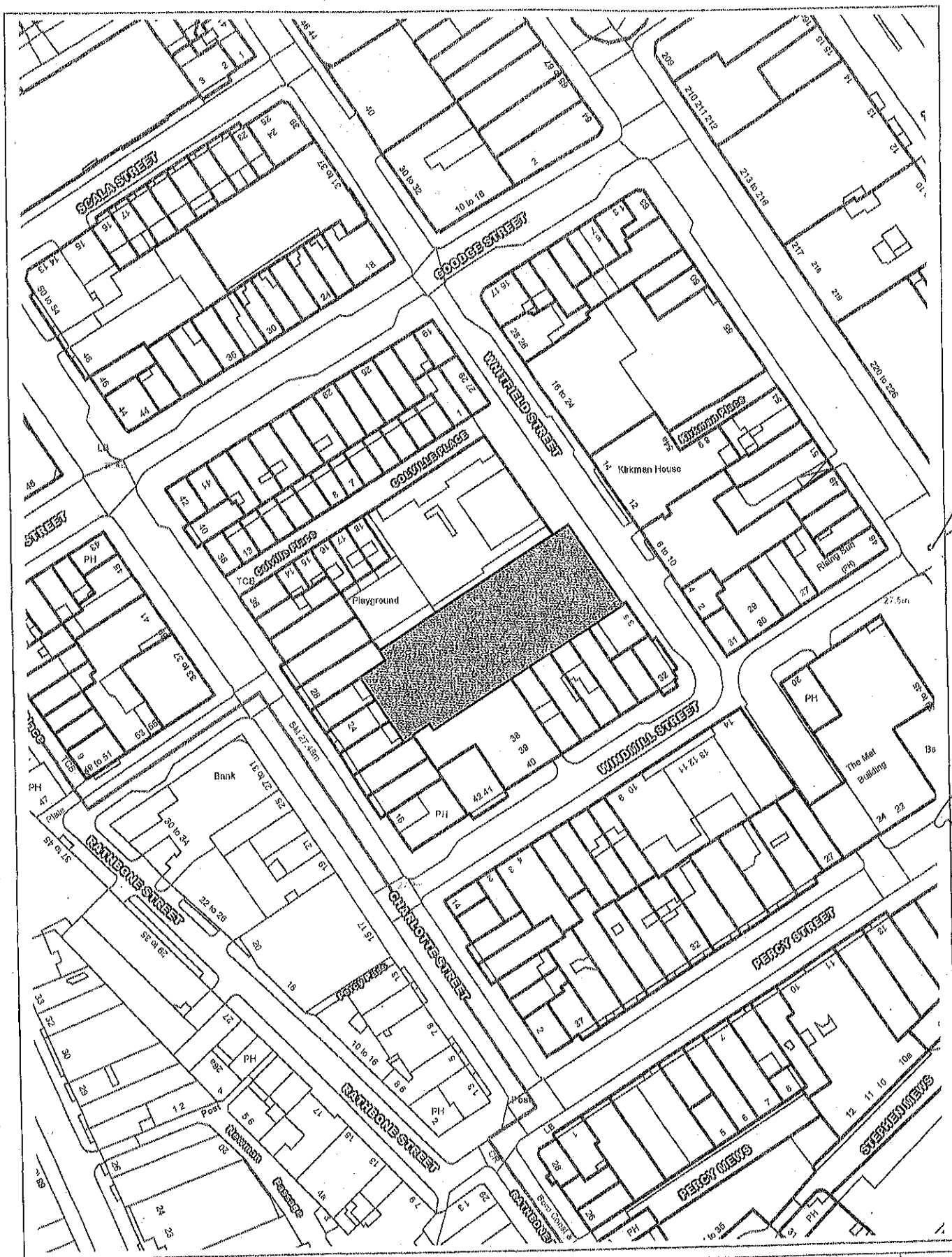

.....
Director


.....
Director/Secretary

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


.....
Authorised Signatory





PLAN 1

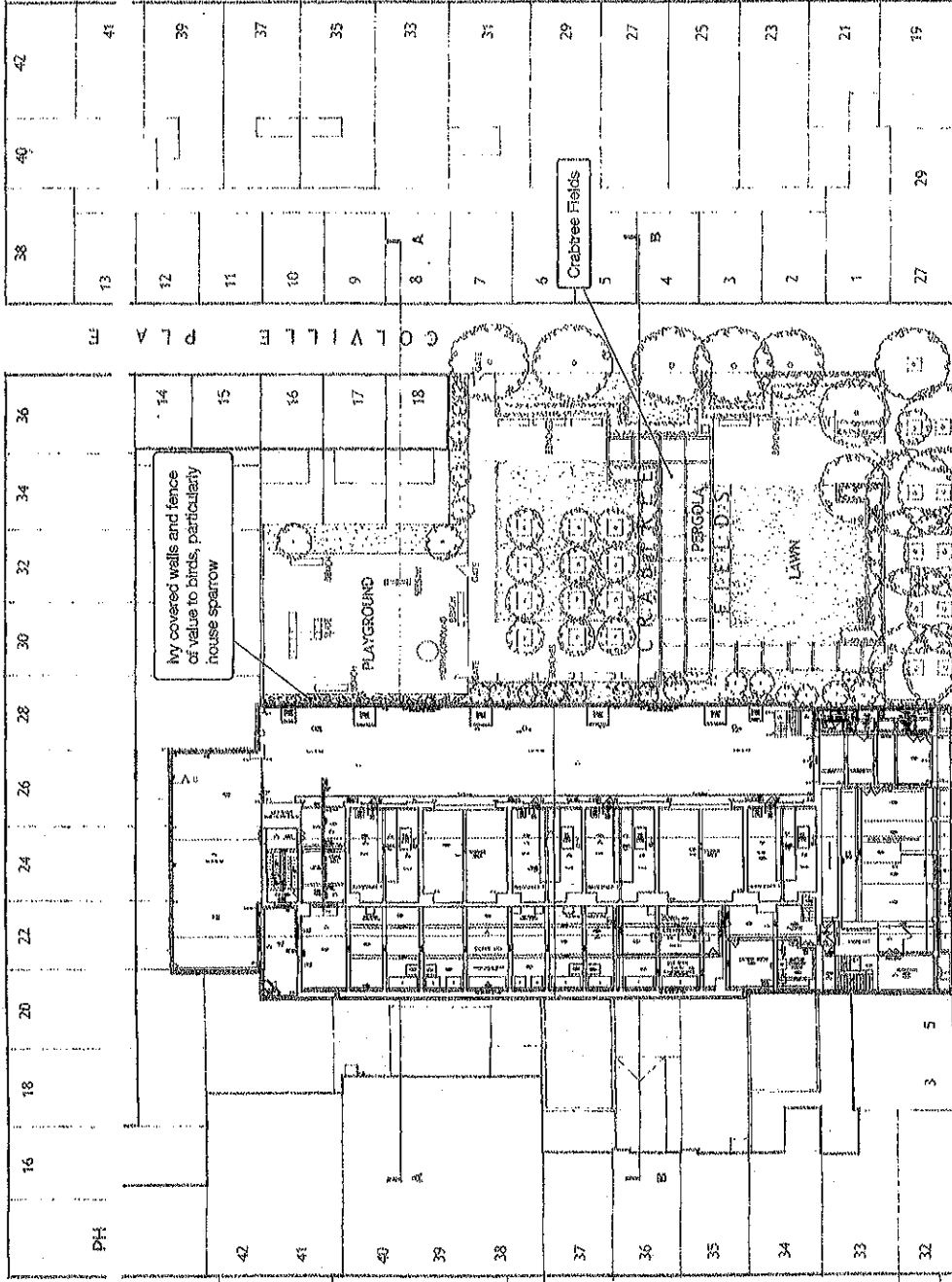
Application No: 2007/5162/P
7-15 Whitfield Street
London
W1T 2SD

Scale:
1:1250
Date:
9-Jan-08



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CHARLOTTE STREET



Ivy covered walls and fence
of value to birds, particularly
house sparrow

WINDMILL STREET

WHITFIELD STREET

Drawing Title

Client

Project

Scale

Drawing No

Date

Checked

Location of Ivy Covered Wall used by
Nesting / Roosting Birds

Artesian Property Partnership Ltd

7 - 15 Whitfield Street, London, W1

Not to scale

27/04/08

12/07 JAD/S

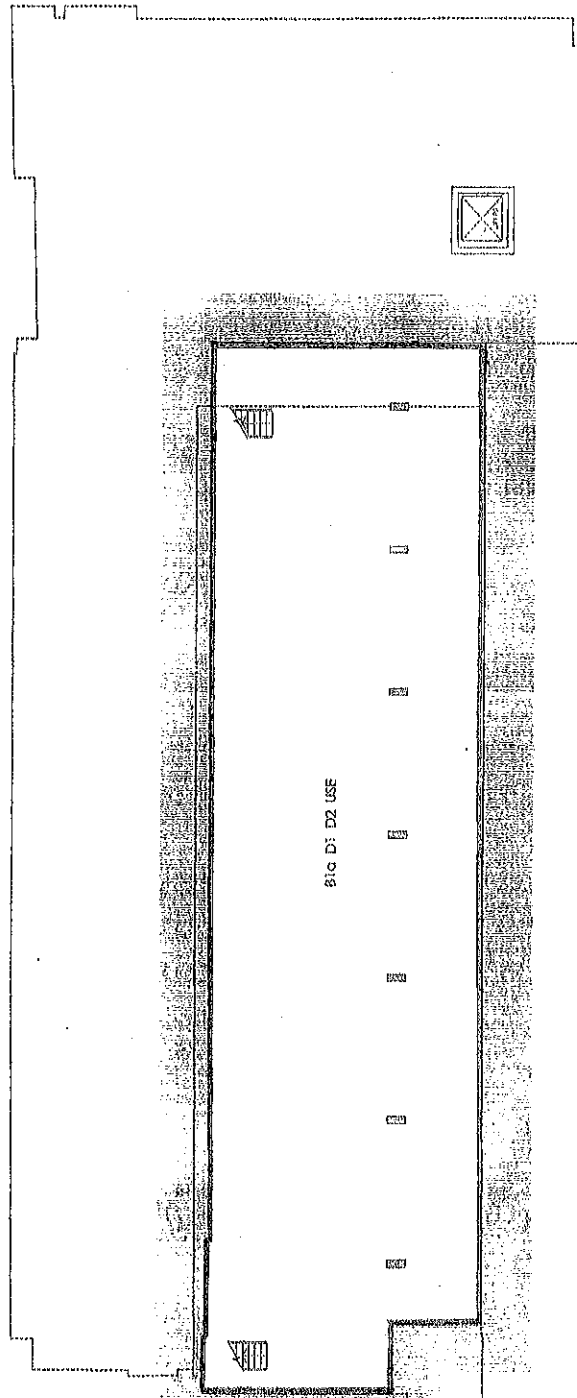
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Waterman CPA

Environmental Planning & Design

Alison Bann, Colin St Albans, Gloucestershire GL7 5HW
Tel: 01285-750355 Fax: 01285-750356 Email: info@waterman-cpa.co.uk

PLAN 3



PROJECT:	7 - 15 WHITEFIELD STREET LONDON W1
TITLE:	BASEMENT PLAN



ADZ Architects
100% Sustainable
100% Green
100% Quality

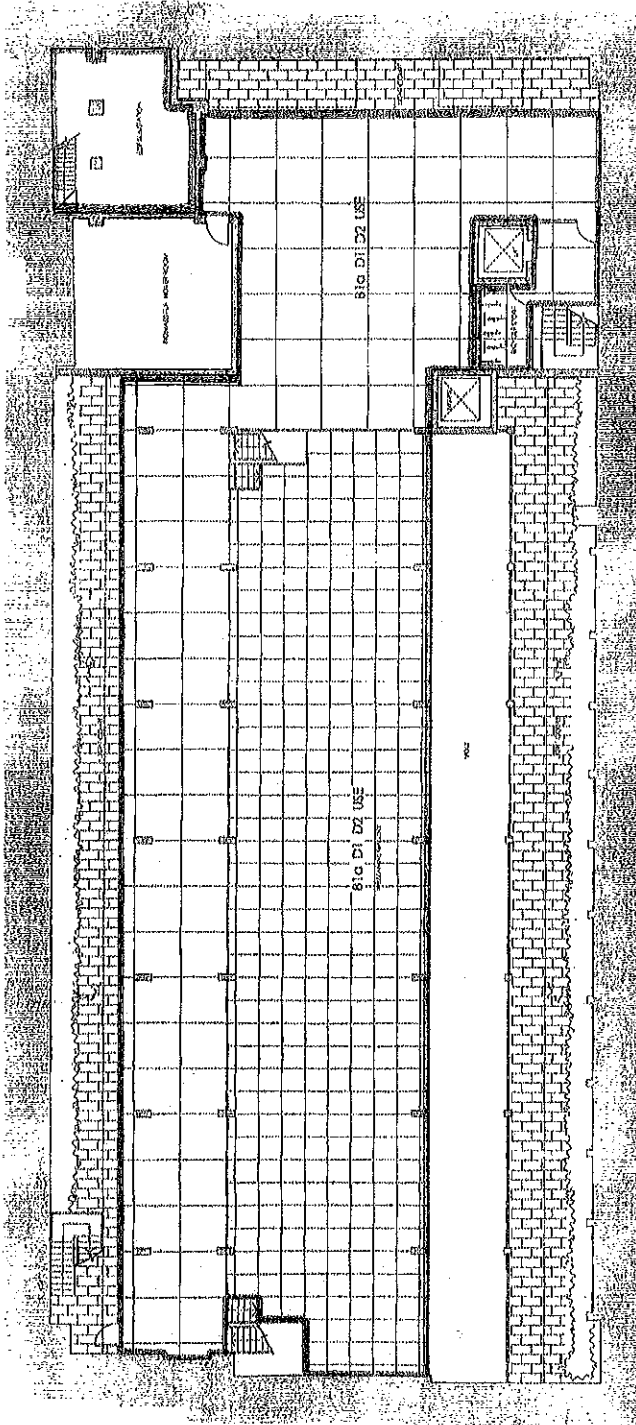
ADZ Architects

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PROJECT:	A07.58	ENGINEER:	P.01
PROJECT:	A07.58	ENGINEER:	P.01

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PLAN 3



PROJECT	7 - 15 WHITEFIELD STREET LONDON W1
TITLE	LOWER GROUND FLOOR PLAN



ADZ Architects
100 Whitefield Street
London W1
020 7613 1000
www.adzarchitects.com

DATE	15.03.08	BY	AD
PROJECT	810 D1 D2 USE	DATE	15.03.08
PROJECT	810 D1 D2 USE	DATE	15.03.08

Am

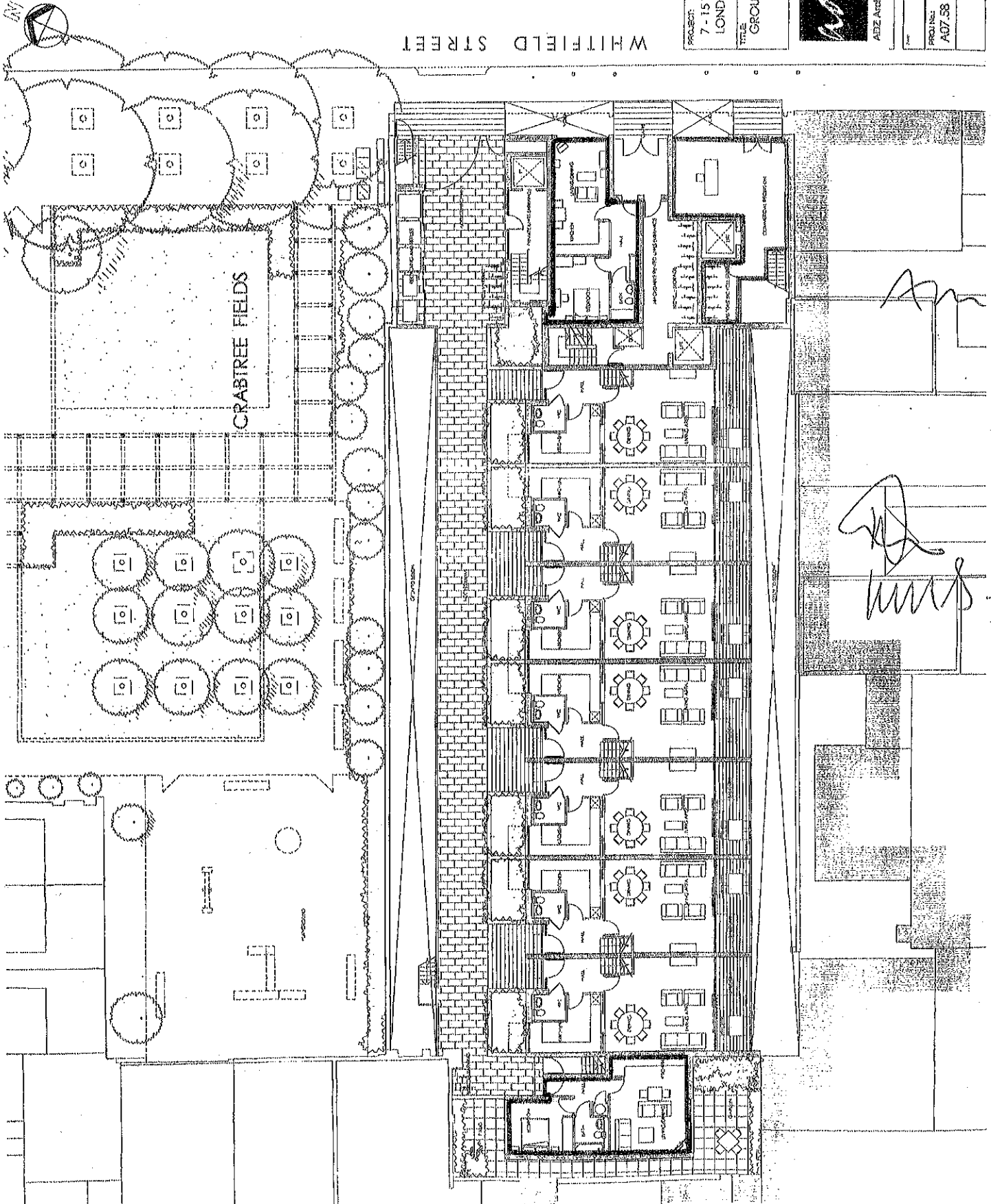
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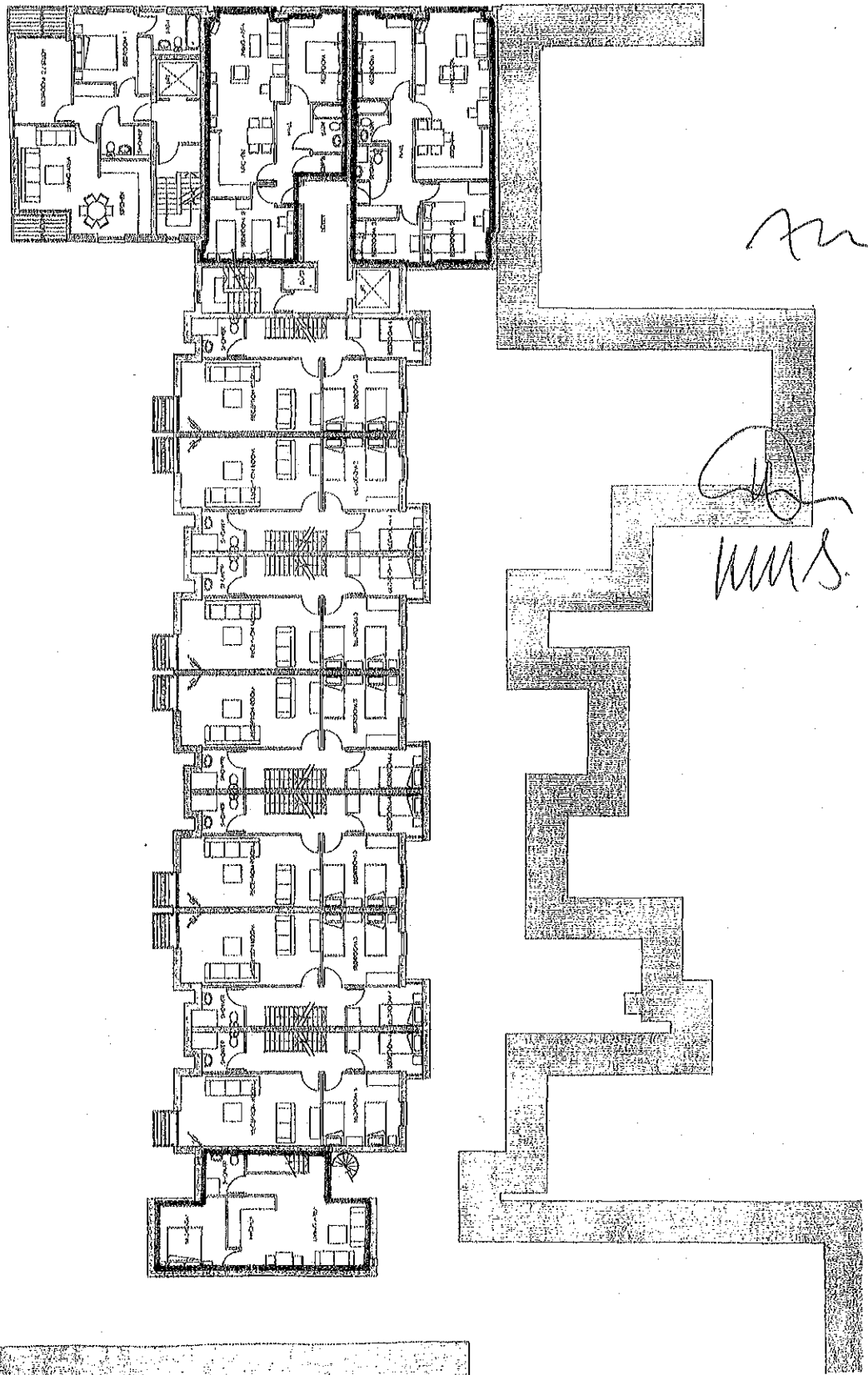
ADZ Architects

PROJECT:	7 - 15 WHITFIELD STREET LONDON W1
TITLE:	GROUND FLOOR PLAN

W H I T F I E L D S T R E E T



PLAN 3



PROJECT:	7-15 WHITEFIELD STREET LONDON W1
TITLE:	FIRST FLOOR PLAN



ADZ Architects

DATE:	SEP 07	SCALE:	1:100 @ A1
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		REVISION NO.:	

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PLAN 3

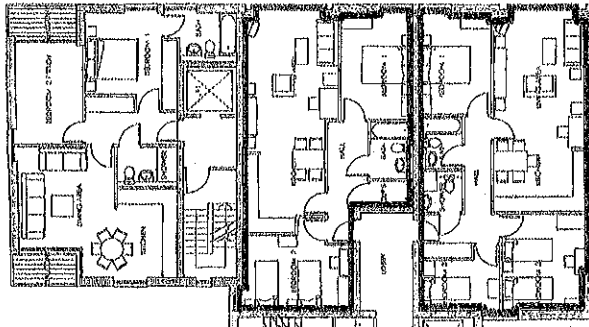
PROJECT: 7 - 15 WHITEFIELD STREET LONDON W1	TITLE: THIRD FLOOR PLAN
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ADZ Architects

Architects
Engineers
Interior Designers
Landscape Architects
Planning Consultants
Quantity Surveyors
Project Managers
Building Services Engineers
Environmental Consultants
Historic Building Consultants
Acoustic Consultants
Fire Consultants
Health and Safety Consultants
Transport Consultants
Urban Design Consultants
Visualisation Consultants
Writing and Editing
Printing and Reproduction
Archiving and Digitisation
Construction Management
Construction Law
Construction Insurance
Construction Finance
Construction Marketing
Construction Training
Construction Research
Construction Innovation
Construction Sustainability
Construction Quality
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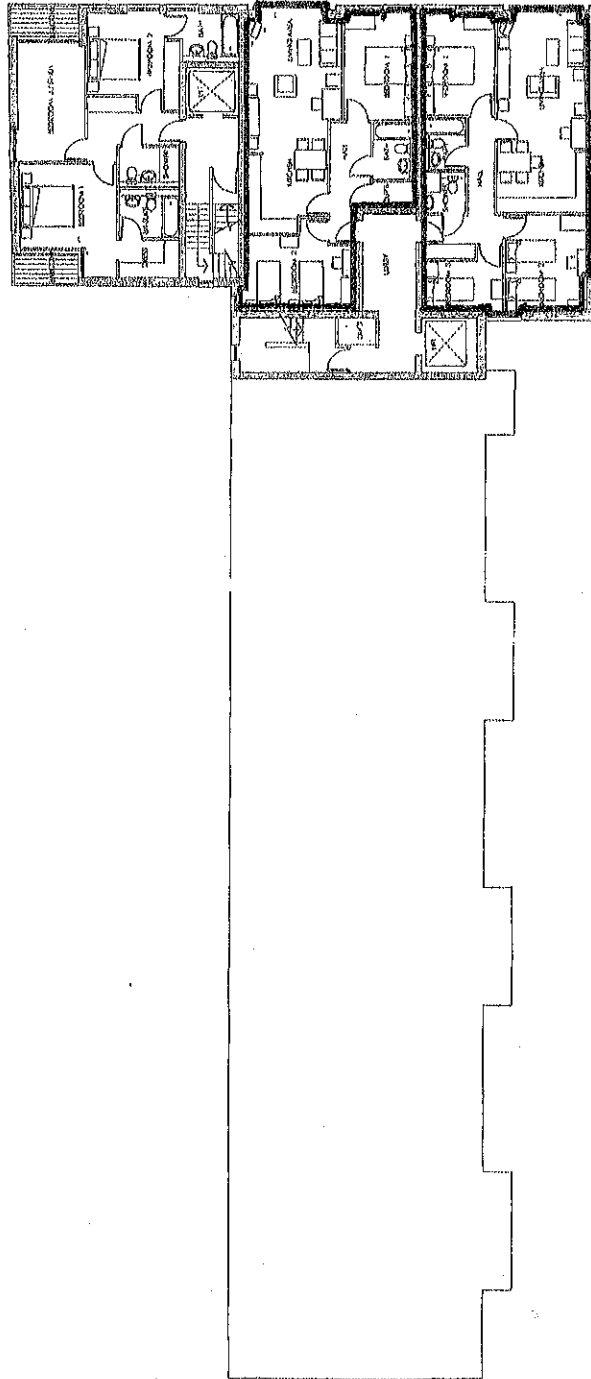
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PROJECT NO: A07.58	ENGINEER NO: P.06	



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PLAN 3



PROJECT	7 - 15 WHITFIELD STREET LONDON W1
TITLE	FOURTH FLOOR PLAN

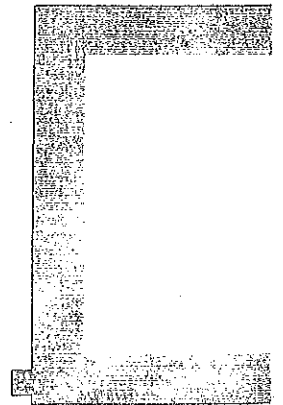
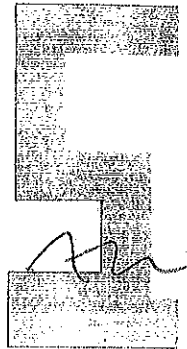


ADZ Architects

ADZ Architects
100 Abchurch Lane
London EC4N 3DF
T: 020 7420 0000
F: 020 7420 0001
E: info@adzarchitects.com

DATE	SEP 07	SCALE	1:100 @ A1
PROJECT NO.	A07.58	DWG. NO.	P.07
REVISED		REVISED	

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Development Control
Planning Services
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7278 4444
Fax 020 7974 1680
Textlink 020 7974 6866

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

Justin Kenworthy (14297/A3/JF)
Barton Willmore
7 Soho Square
LONDON
W1D 3QB

Application Ref: **2007/5162/P**
Please ask for: **Alex Bushell**
Telephone: 020 7974 2661

07 January 2008

Dear Sir/Madam

DECISION

Town and Country Planning Acts 1990 (as amended)
Town and Country Planning (General Development Procedure) Order 1995
Town and Country Planning (Applications) Regulations 1988

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:-
7-15 Whitfield Street
London
W1T 2SD

Proposal:

Redevelopment of site comprising the erection of a part 2, 3, and 6 storey building with retained basement, for uses comprising 22 self contained residential flats (Class C3), flexible Class B1/D1/D2 uses, a secondary electricity substation (Sui Generis) and ancillary facilities including a service area with retained vehicular access from Whitfield Street, refuse store and cycle parking.

Drawing Nos: C1 - C5, CP.01, CP.02, P.01 - P.08, E1 - E4, S1 - S3, Planning Statement ref: 14297/A5/3rdPA/Planning Statement dated Oct 2007, Design and Access Statement Ref: A07.58.2A dated Oct 2007, Ecology Appraisal ref C2764_03b dated 3rd October 2007, Ecohomes and BREEAM Preliminary Assessment ref D11660 dated 3rd October 2007, Renewable Energy Statement dated November 2007, Sunlight and Daylight Report ref IA/SW/WH09 dated 17 October 2007, Transport Statement dated October 2007, and Bat Survey ref C2764_04b dated 12 November 2007.

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



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 Prior to the commencement of any development hereby permitted, samples of all external facing materials and detailed drawings of the following shall be submitted to and approved in writing by the Local Planning Authority:

- (a) all glazing bar/frames for fenestration;
- (b) doors;
- (c) balustrades; and
- (d) timber screens.

Thereafter the development shall be constructed in precise accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies B1, B2 and B7 of the London Borough of Camden Unitary Development Plan 2006

- 3 Details of the green roofs, 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 a scheme of maintenance, shall be submitted to and approved by the Council prior to the commencement of works. Thereafter, the green roof shall be fully provided in accordance with the approved details, and 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 SD9, B1 and N5 of the London Borough of Camden Replacement Unitary Development Plan 2006 and design advice in the Council's Supplementary Planning Guidance

- 4 Prior to the occupation of any of the uses hereby permitted, precise details of secure and weatherproof cycle storage space together with details of showers for incorporation in the B1/D1/D2 space shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in precise accordance with the approved details.

Reason: To promote the use of cycles in pursuance of sustainability objectives in accordance with the requirements of Policy T2 of the London Borough of Camden Unitary Development Plan 2006.

- 5 Prior to the first occupation of any of the residential units hereby permitted, details of a window privacy screen that will prevent direct views into private habitable rooms of residential flats facing Windmill Street from the rear (south) elevation of

the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed and maintained in precise accordance with the approved details.

Reason: To protect the amenities of adjoining occupiers in accordance with Policy SD6 of the London Borough of Camden Unitary Development Plan 2006.

- 6 The flexible Class B1/D1/D2 use hereby permitted shall not be carried out outside the following times 0800 - 2200 hours Mondays to Saturdays. It shall not be carried out at any time on Sundays or Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 No noise shall emanate from the part of the building proposed for flexible B1/D1/D2 use 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 policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include a scheme for sustainable urban drainage and measure to ensure grey water recycling. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies SD9, B1, and N5 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 9 All hard and soft landscaping works shall be carried out to a reasonable standard 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 Council gives written consent to any variation.

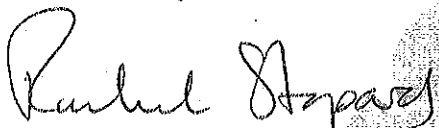
Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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.

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

Yours faithfully



Rachel Stopard
Director of Culture & Environment

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Barton Willmore
7 Soho Square
LONDON
W1D 3QB

Application Ref: **2007/5188/C**
Please ask for: **Alex Bushell**
Telephone: 020 7974 2661

03 December 2007

Dear Sir/Madam

DECISION

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

Conservation Area Consent Granted

Address:
7-15 Whitfield Street
London
W1T 2SD

Proposal:
The substantial demolition of the existing sub-station building.
Drawing Nos: C1 - C5

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

Conditions and Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

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

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

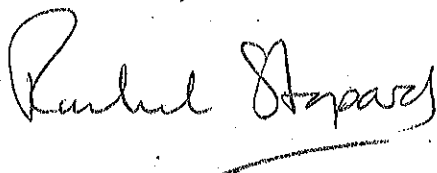


provides.

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

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

Yours faithfully

A handwritten signature in black ink, appearing to read 'Rachel Stopard', with a horizontal line drawn underneath.

Rachel Stopard
Director of Culture & Environment

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