

DATED *31 March* 2015

(1) HERBAL HOUSE INVESTMENTS LIMITED

and

(2) AERIANCE INVESTMENTS S.A

and

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

A G R E E M E N T

relating to land known as

HERBAL HOUSE 10 BACK HILL LONDON EC1R 5EN

pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)
and Section 111 Local Government Act 1972,

Section 2 Local Government Act 2000, Section 1 Localism Act 2011, and
Section 16 of the Greater London Council (General Powers) Act 1974

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Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

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THIS AGREEMENT is made the 31 day of March 2015

BETWEEN:

1. **HERBAL HOUSE INVESTMENTS LIMITED** (company incorporated in Jersey) ^{de RA} whose registered office is at ^{Lime} Grove House, Green Street, St Helier Jersey JE1 2S~~T~~ and whose address for service in the United Kingdom is at Owner (hereinafter called "the Owner") of the first part ^{RA}
2. **AERIANCE INVESTMENTS SA** (company incorporated in Luxembourg) of 20 Boulevard Emmanuel Servais, L-2535, Luxembourg and whose address for service in the United Kingdom is at 49 Grosvenor Street London W1K 3HP (hereinafter called "the Mortgagee") of the second part ^{Sarl M RA} ^{RA}
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part ^{RA}

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL158958 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the Development of the Property was submitted to the Council and validated on 08 July 2014 and the Council resolved to grant permission conditionally under reference number 2014/3683/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL158958 and dated 25 April 2012 is willing to enter into this Agreement to give its consent to the same.

2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low cost housing including social rented housing and intermediate housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Housing Contribution" the sum of £265,000 (two hundred and sixty five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to support the provision of Affordable Housing off site within the London Borough of Camden
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.5 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed

2.6 "Community Facilities Contribution" the sum of £12,740 (twelve thousand seven hundred and forty 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 towards the maintenance improvement and/or extension of existing community facilities in the vicinity of the Development

2.7 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development (which Members and objectors will have sight of prior to its approval) using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto

- (iv) proposals to ensure there are no adverse effects on the Conservation Area features
- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) to ensure that site contractors remain continuous dialogue with Veolia refuse collection services during the Construction Phase so that conflict between movements of construction vehicles and refuse vehicles is avoided;
- (vii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (viii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (ix) 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

- 2.8 "the Construction Phase" the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.9 "the Construction Apprentice Default Contribution" the sum of £7,500 (seven thousand five hundred pounds) to be paid by the Owner to the Council in lieu of construction apprentice provision.
- 2.10 "the Construction Apprentice Support Contribution" the sum of £1,500 (one thousand five hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice
- 2.11 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.12 "the Development" change of use from higher education college (D1) to a mixed use comprising offices (B1) from lower-ground to fourth floors, three flexible retail/café/office (A1/A3/B1) units at lower ground, ground and upper ground floors and a flexible commercial gallery/office (A1/B1) with

ancillary café at lower-ground floor and part ground floor; lightwell infill extension at second third and fourth floor levels; two-storey roof extension to create additional office (B1) space and six self-contained duplex apartments; and associated external alterations Drawing Nos: 863 S 01 Rev 00; 863-PL-EX-B2 Rev P1; 863-PL-EX-B1 Rev P1; 863-PL-EX-M0 Rev P1; 863-PL-EX-00 Rev P1; 863-PL-EX-01 Rev P1; 863-PL-EX-02 rev P1; 863-PL-EX-03 Rev P1; 863-PL-EX-04 Rev P1; 863-PL-EX-05 Rev P1; 863-PL-ES-AA Rev P1; 863-PL-ES-BB Rev P1; 860-PL-EE-01 Rev P1; 860-PL-EE-02 Rev P1; 863-PL-GA-B2 Rev P1; 863-PL-GA-LG Rev P1; 863-PL-GA-00 Rev P1; 863-PL-GA-UG Rev P2; 863-PL-GA-01 Rev P1; 863-PL-GA-02 Rev P1; 863-PL-GA-03 Rev P1; 863-PL-GA-04 Rev P1; 863-PL-GA-05 Rev P3; 863-PL-GA-06 Rev P2; 863-PL-GA-RF Rev P1; 863-PL-GS-AA Rev P1; 863-PL-GS-BB Rev P1; 863-PL-GS-CC Rev P1; 860-PLGE-01 Rev P1; 860-PL-GE-02 Rev P1; Design and Access Statement, dated 27th May 2014; Construction Method Statement, dated 1st March 2014; Daylight and Sunlight Report, dated 19th May 2014; Energy Performance Analysis, dated October 2014, produced by Waterman Building Services Limited; Heritage, Townscape and Visual Impact Assessment, dated May 2014; Acoustics Planning Report, dated May 2014; Sustainability Statement, dated May 2014; Transport Statement, dated May 2014; Air Quality Assessment, dated March 2014, produced by Waterman Energy, Environment & Design Limited; and Lifetime Homes Statement.

2.13 "the Education Contribution"

the sum of £17,387 (seventeen thousand, three hundred and eighty seven pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education infrastructure provision arising in the London Borough of Camden

2.14 "the Employment and Training Contribution"

the sum of £57,000 (fifty seven thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt for the provision of employment and training needs in the London Borough of Camden

2.15 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:

- (i) the incorporation of the measures set out in the submission document entitled Energy Statement, dated May 2014
- (ii) details of how the Owner will further reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use reasonable endeavours to target a reduction of at least 20% in carbon emissions in relation

to the Property using a combination of complementary low and zero carbon technologies;

- (iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (iv) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (v) measures to enable future connection to a local energy network at the boundary of the Property;
- (vi) include a pre-Implementation review by an appropriately qualified and recognised independent verification body (including, for the avoidance of doubt, Waterman Group) in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (vii) measures to secure an interim review for each part of the non-residential element that will be occupied before the final part of the non-residential development being

complete. The review to be completed by an appropriately qualified and recognised independent verification body (including, for the avoidance of doubt, Waterman Group) in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been and/or will be achieved in the Development and will be maintainable in the Development's future management and occupation

(viii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body (including, for the avoidance of doubt, Waterman Group) in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

(ix) 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

2.16 "the Implementation Date"

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

2.17 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

2.18 "the Highways Contribution"

the sum of £157,316.00 (one hundred and fifty seven thousand, three 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 indicative on Plan 2 such works to include the following ("the Highways Works"):

- (i) to repave the footway and carriageway adjacent to the site
- (ii) to remove any redundant street furniture items to reduce unnecessary street clutter
- (iii) to reinstate the pavement on the Back Hill frontage removing existing access points, allow provision for a disabled parking bay and undertake minor alterations to the existing traffic management orders in the vicinity of the site to facilitate proposed servicing arrangements.
- (iv) any other works required as a direct result of the Development (such works as considered necessary by the Council)

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does

not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.19 "the Level Plans"

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

2.20 "Local Procurement Code"

the code annexed to the Fourth Schedule hereto

2.21 "Occupation Date"

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

2.22 "Pedestrian Cycling and Environmental Improvements Contribution"

the sum of £50,000 (fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards mitigating the impact of the Development on the surrounding footways and public transport facilities and encouraging sustainable transport choices by contributing towards the Legible London pedestrian wayfinding system, the cycle hire docking station scheme and the major public realm improvement schemes in close proximity to the Development

2.23 "Plan 1"

attached to this Agreement showing the extent of the Property

2.24 "Plan 2"

attached to this Agreement showing the indicative extent of the area in which the Highways Works are to be carried out in application of the Highways Contribution

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2.25 "the Parties"

the Council and the Owner *and the Mortgagee*

2.26 "the Planning Application"

a planning application in respect of the Development of the Property submitted to the Council and validated on 08 July 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/3683/P subject to conclusion of this Agreement

2.27 "Planning Obligations
Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.28 "the Planning
Permission"

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

2.29 "the Property"

the land known as Herbal House 10 Back Hill London EC1R 5EN the same as shown shaded grey on Plan 1 annexed hereto

2.30 "the Public Open Space Contribution"

the sum of £11,176.00 (eleven thousand one hundred and seventy six pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.31 "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

2.32 "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

2.33 "Reasonable Endeavours"

that it is agreed by the parties to the Agreement that the party under an obligation to use reasonable endeavours in respect of a matter specified herein will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such party shall be bound to attempt to fulfil the relevant

obligation by the expenditure of such effort and/or such sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable to expect; in the case of the Owner, of a competent commercially prudent developer in the context of the Development; in the case of the Council, of a competent local authority acting reasonably in the context of its statutory functions and having regard to the reasonable requirements of other public authorities including Transport for London and where the Owner or the Council as the case may be cannot fulfil the objective of the obligation in full or in part the Owner or the Council shall provide the other party with an explanation of the steps it has undertaken in carrying out its reasonable endeavours obligations

2.34 "the Public Highway"

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

2.35 "the Service Management Plan"

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

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (j) details of arrangements for refuse storage and servicing; and

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

2.36 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (b) achieve at least Level 4 of the Code for Sustainable Homes 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;
- (c) include a pre-Implementation review by an appropriately qualified and recognised independent verification body (including, for the avoidance of doubt, Waterman Group) in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on

sustainability contained within its Development Plan; and

- (d) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.37 "the Travel Plan
Monitoring Contribution"

the sum of £5,729.00 (five thousand nine hundred and two thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

2.38 "the Travel Plan Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

2.39 "The Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the commercial uses at the Property with a view to inter alia reducing trips in motor vehicles to and

from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:

- (a) the elements set out in the Third Schedule hereto;
- (b) provision for an initial substantial review of the plan and baseline monitoring within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and survey data and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third and sixth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council
- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

- (g) to ensure that an iTrace compliant survey is undertaken and provided to TfL and the Council

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 any obligation contained herein is not a planning obligation within the meaning of the Act they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 Local Government Act 2000, section 1 Localism Act 2011, section 16 of the Greater London Council (General Powers) Act 1974 and all other enabling powers and such provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 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 ~~4.1~~^{4.3} for all relevant purposes.

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4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1. **AFFORDABLE HOUSING CONTRIBUTION**

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4.1.1. The Owner hereby covenants with the Council on or prior to occupying any residential unit forming part of the Development to pay to the Council the Affordable Housing Contribution.

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4.1.2. The Owner hereby covenants with the Council not to occupy or to permit occupation of any residential unit forming part of the Development until such time as the Council has received the Affordable Housing Contribution.

4.2. **POTENTIAL REQUIREMENT TO PROVIDE AFFORDABLE HOUSING**

4.2.1. If at any time after the date of this Agreement:

- (a) Any application for planning permission or for prior approval for change of use pursuant to permitted development rights is made which would give rise to the provision of additional residential units or additional floorspace for residential purposes;
- (b) any additional floorspace is created on the Property for residential purposes; and/or
- (c) any additional residential units are created within the Property

the Owner shall enter into a s106 agreement with the Council prior to the grant of planning permission or prior approval and prior to the creation of such additional residential floorspace/residential units to secure the following:-

4.2.2. That an appropriate Affordable Housing contribution is provided (either by way of on-site Affordable Housing provision, off-site Affordable Housing provision or financial

contribution towards the provision of Affordable Housing) such contribution to be calculated by reference to the aggregate total of the residential units permitted by the Planning Permission and the additional residential floorspace created under clause 4.2 ALWAYS PROVIDED such percentage takes into account any Affordable Housing Contribution paid in accordance with this agreement

4.2.3. Not to Occupy or allow Occupation of any of the additional residential floorspace created under Clause 4.2 until such time as the appropriate Affordable Housing contribution is provided (either by way of on-site Affordable Housing provision, off-site Affordable Housing provision or financial contribution towards the provision of Affordable Housing).

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4.3. CAR FREE

4.3.1. 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.

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

4.3.3. On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department) identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 of this Agreement.

4.4. COMMUNITY FACILITIES CONTRIBUTION

4.4.1. The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Community Facilities Contribution.

4.4.2. The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Community Facilities Contribution.

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4.5. CONSTRUCTION APPRENTICE ~~DEFAULT~~ CONTRIBUTION

4.5.1. On or prior to the Implementation Date to pay to the Council the Construction Apprentice ~~Default~~ Contribution in full.

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4.5.2. Not to Implement or to permit Implementation until such time as the Council has received the Construction Apprentice ~~Default~~ Contribution in full.

Support
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4.6. CONSTRUCTION MANAGEMENT PLAN

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

4.6.2. Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.6.3. The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.6.4. To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan unless otherwise agreed with the Council and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.7. DELIVERY AND SERVICE MANAGEMENT PLAN

4.7.1. On or prior to Implementation to submit to the Council for approval the Service Management Plan.

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

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

4.8. EDUCATION CONTRIBUTION

4.8.1. On or prior to the Implementation Date to pay to the Council the Education Contribution.

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

4.9. ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.9.1. On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.9.2. Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.9.3. Not to Occupy or permit Occupation of the residential element of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Development

4.9.4. Not to Occupy or permit Occupation of any part of the non-residential element of the Development until a satisfactory interim review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into that part of the development.

4.9.5. Not to Occupy or permit Occupation the final part of the non-residential element of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the non-residential part of the development

4.9.6. Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan unless otherwise agreed in writing with the Council.

4.10. EMPLOYMENT AND TRAINING CONTRIBUTION

4.10.1. On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution in full.

4.10.2. Not to Implement or to permit Implementation until such time as the Council has received the Employment and Training Contribution in full.

4.11. HIGHWAYS CONTRIBUTION

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

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.11.2. Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.11.3. For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

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

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

4.12. LOCAL EMPLOYMENT

4.12.1. In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its Reasonable Endeavours to ensure that no less than 20% of the work force, is comprised of residents of the London Borough of Camden unless otherwise agreed in writing with the Council.

4.12.2. In order to facilitate compliance with the requirements of sub-clause 4.12.1 above the Owner shall use Reasonable Endeavours to work in partnership with (i) King's Cross Construction Centre; and (ii) take the following specific measures to ensure:

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction Centre;
- b) King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors for a period of 1 week before marketing more widely;
- c) that King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and

- (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction Centre and employed during the Construction Phase.

4.12.3. The Owner shall use Reasonable Endeavours to ensure that during the Construction Phase no less than seven (7) construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- a. recruited through the Kings Cross Construction Centre;
- b. employed for a period of not less than 52 weeks; and
- c. paid at a rate not less than the national minimum wage.

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

4.12.5. If the Owner is unable to provide the apprentices in accordance with Clause ~~4.12.4~~ ^{4.12.3} of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- AW* a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- OK* b) shall not Occupy or permit Occupation until such time as the Construction Apprentice ^{Default} ~~Support~~ Contribution (based on the each individual apprentice placement) has been paid in full.

4.13. LOCAL PROCUREMENT

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

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

4.13.3. To use Reasonable Endeavours to ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code unless otherwise agreed in writing with the Council and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council (the Council having first used Reasonable Endeavors to discuss the proposed steps with the Owner in advance) to remedy such non-compliance.

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

4.14. PEDESTRIAN CYCLING ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION

4.14.1. On or prior to the Implementation Date to pay to the Council the ^{Pedestrian Cycling} Environmental Improvements Contribution in full.

4.14.2. Not to Implement or to permit Implementation until such time as the Council has received the ^{Pedestrian Cycling} Environmental Improvements Contribution in full.

4.15. PUBLIC OPEN SPACE CONTRIBUTION

4.15.1. The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.15.2. The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.16. SUSTAINABILITY PLAN

4.16.1. On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.16.2. Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

4.16.3. Not to Occupy or permit Occupation of the residential element of the Development until a satisfactory post-completion review covering all residential units has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the residential element of the scheme.

4.16.4. Not to occupy or permit occupation of the final part of the non-residential element of the scheme until a satisfactory post-completion has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the non-residential part of the Development

4.16.5. Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan unless otherwise agreed in writing with the Council.

4.17. TRAVEL PLAN

~~4.1.1 On or prior to the Implementation Date to submit to the Council the Travel Plan for approval.~~

~~4.1.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.~~

~~4.1.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan unless otherwise agreed in writing with the Council.~~

REPLACEMENT CLAUSE 4.17 inserted between pages 29 and 30

4.17 Travel Plan

4.17.1 On or prior to the Implementation Date to:-

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

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

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full.

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

INITIALLED BY THE PARTIES

1) HERBAL HOUSE INVESTMENTS LIMITED

AM *SP* *Are* *RA*

2) AERIANCE INVESTMENTS S.A

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



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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days (7) following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2014/3683/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council under Clause 4 for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this

Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2014/3683/P.

- 5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the owner to the Council sending the full amount via electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2014/3683/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three (3) months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that
- $$A = B \times \frac{(Y-X)}{X}$$
- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2014/3683/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.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

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

7. **MORTGAGEE EXEMPTION**

PA
S
B
MC
The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause ^{6.2}~~6.4~~ hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

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

9. **EXECUTION**

9.1 The parties hereto have executed this Agreement as a deed and it is intended to be and shall be delivered on the date hereof.

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

EXECUTED as a Deed on behalf of)

HERBAL HOUSE INVESTMENTS LIMITED)
a company incorporated in)

JERSEY by)
SUSAN JILL FOSSEY)

and)
Arlette Green)

being persons who in accordance)
with the laws of that territory are)
acting under the authority of)

Susan Jill Fossey Director
.....
Authorised Signatory

Arlette Green
.....
Authorised Signatory

the company)

EXECUTED as a Deed on behalf of)

AERIANCE INVESTMENTS S.A LIMITED)

a company incorporated in)

LUXEMBOURG by)

Antoine Lem Chok, as)
Director)

and)



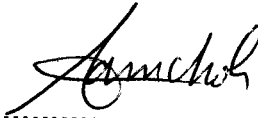
.....
Authorised Signatory

being persons who in accordance)

with the laws of that territory are)

acting under the authority of)

the company)



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Authorised Signatory

THE COMMON SEAL OF THE MAYOR)

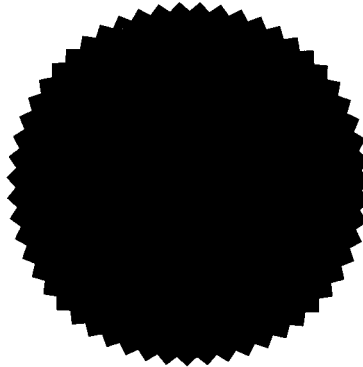
AND BURGESSES OF THE LONDON)

BOROUGH OF CAMDEN was hereunto)

Affixed by Order:-)

..... *R. Alexander*

Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

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

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

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

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.
- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped

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

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.

- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

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

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE
Construction Management Plan
Highway Measures

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

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

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-

http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf

- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

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

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

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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

**THE THIRD SCHEDULE
THE TRAVEL PLAN**

PART I: Components of the Travel Plan

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

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

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

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

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

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

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. Parking and Travel

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

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

5. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

- h. work with the Council to improve cycle routes to/from the Property

6. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. Consultation with occupiers

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

THE FOURTH SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 **Actions & Responsibilities of Main Contractor**

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

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

Facilities Management

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

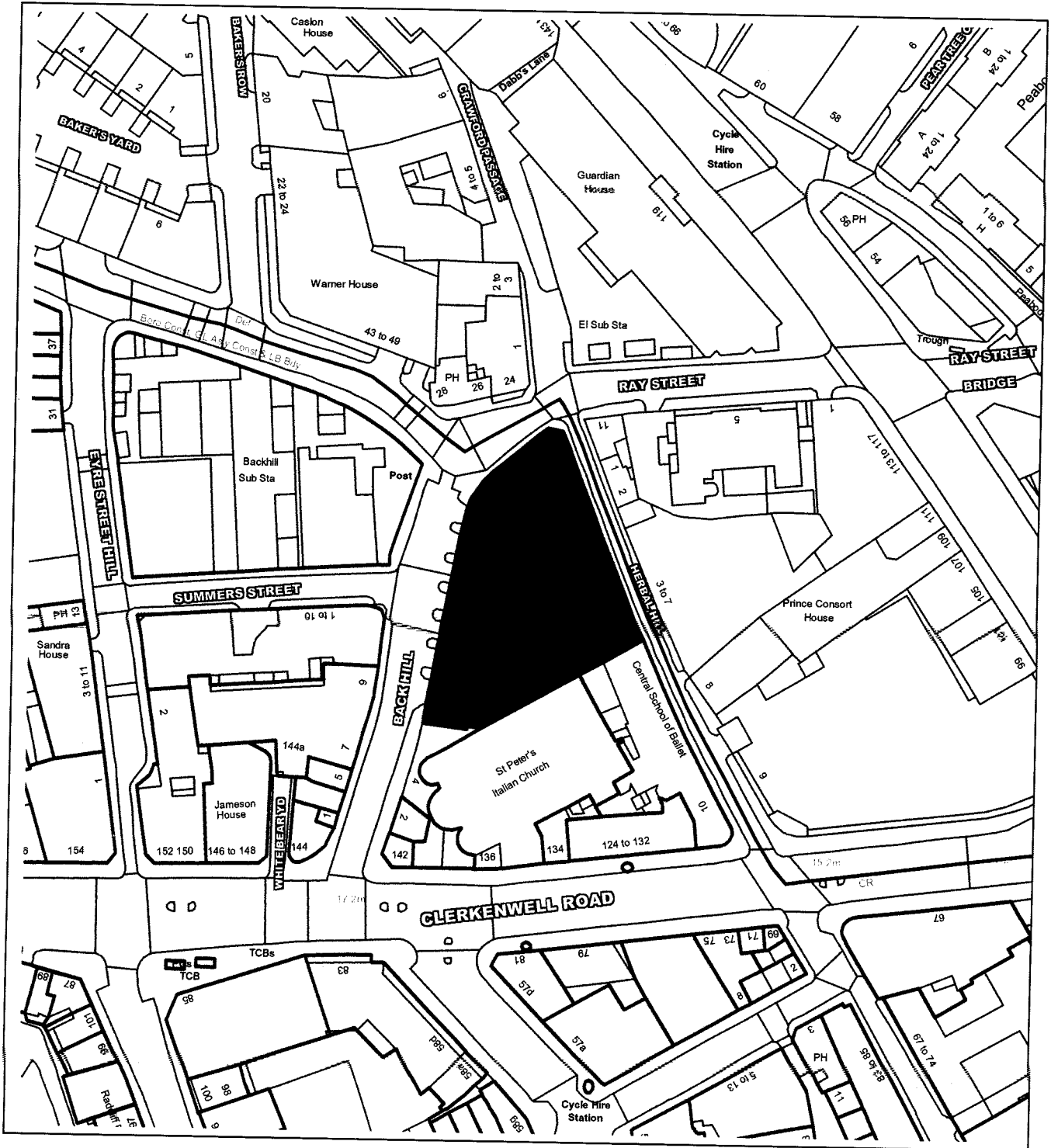
The Council will assist the Owner, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.



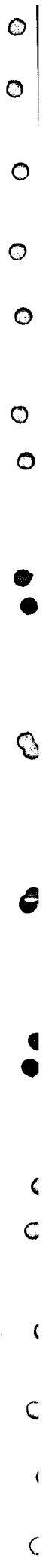
AM PLAN 1

10 Back Hill London EC1R 5EN

ALL DA



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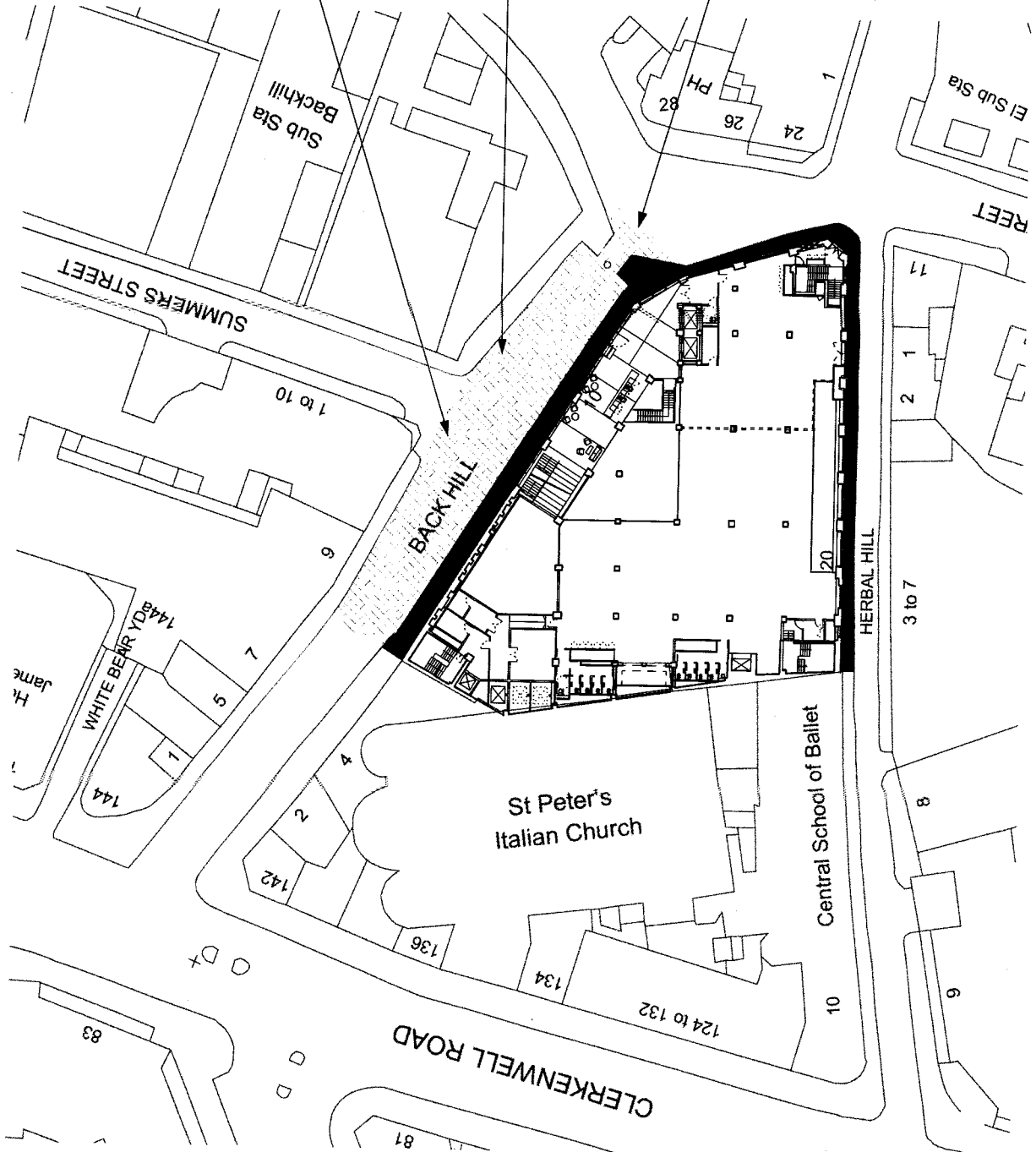
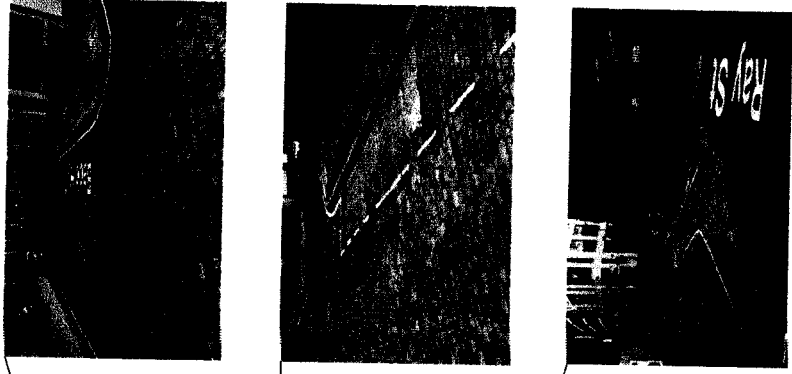


PLAN 2

HA

Acc Plan
OK

Proposed area of works to pavement
Extent of cobbled street



863 Herbal House
SK-098 : Pavement and Highways
1:500 @ A3
Buckley Gray Yeoman
06.02.15



Patrick Reedman
Montagu Evans
5 Bolton Street
London
W1J 8BAApplication Ref: **2014/3683/P**
Please ask for: **Neil Collins**
Telephone: 020 7974 4215

23 March 2015

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission GrantedAddress:
Herbal House
10 Back Hill
London
EC1R 5LQ**DECISION**

Proposal:

Change of use from higher education college (D1) to a mixed use comprising offices (B1) from lower-ground to fourth floors, three flexible retail/café/office (A1/A3/B1) units at lower ground, ground and upper ground floors and a flexible commercial gallery/office (A1/B1) with ancillary café at lower-ground floor and part ground floor; lightwell infill extension at second third and fourth floor levels; two-storey roof extension to create additional office (B1) space and six self-contained duplex apartments; and associated external alterations

Drawing Nos: 863 S 01 Rev 00; 863-PL-EX-B2 Rev P1; 863-PL-EX-B1 Rev P1; 863-PL-EX-M0 Rev P1; 863-PL-EX-00 Rev P1; 863-PL-EX-01 Rev P1; 863-PL-EX-02 rev P1; 863-PL-EX-03 Rev P1; 863-PL-EX-04 Rev P1; 863-PL-EX-05 Rev P1; 863-PL-ES-AA Rev P1; 863-PL-ES-BB Rev P1; 860-PL-EE-01 Rev P1; 860-PL-EE-02 Rev P1; 863-PL-GA-B2 Rev P1; 863-PL-GA-LG Rev P1; 863-PL-GA-00 Rev P1; 863-PL-GA-UG Rev P2; 863-PL-GA-01 Rev P1; 863-PL-GA-02 Rev P1; 863-PL-GA-03 Rev P1; 863-PL-GA-04 Rev P1; 863-PL-GA-05 Rev P3; 863-PL-GA-06 Rev P2; 863-PL-GA-RF Rev P1; 863-PL-GS-AA Rev P1; 863-PL-GS-BB Rev P1; 863-PL-GS-CC Rev P1; 860-PLGE-01 Rev P1; 860-PL-GE-02 Rev P1; Design and Access Statement, dated 27th May 2014; Construction Method



Statement, dated 1st March 2014; Daylight and Sunlight Report, dated 19th May 2014; Energy Performance Analysis, dated October 2014, produced by Waterman Building Services Limited; Heritage, Townscape and Visual Impact Assessment, dated May 2014; Acoustics Planning Report, dated May 2014; Sustainability Statement, dated May 2014; Transport Statement, dated May 2014; Air Quality Assessment, dated March 2014, produced by Waterman Energy, Environment & Design Limited; and Lifetime Homes Statement.

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

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

c) Details including sections of photovoltaic panels at roof level;

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

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

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

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

- 4 The A3 uses, hereby permitted, shall not be carried out outside the following times: 0800 hours until 2330 hours, Monday to Thursday; 0800 hours until midnight, Friday and Saturday; and 0900 hours until 2230 hours, Sundays and Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

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

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

- 6 No sound emanating from the use shall be audible within any adjoining premises between 2300 hrs and 0700 hrs.

Reason: To safeguard the amenities of the [adjoining] premises [and the area generally] in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 8 The lifetime homes features and facilities, as indicated on the drawings and

documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Only the areas specifically shown on the plans hereby approved as external terraces shall be used for such purposes; and no other flat roofed areas shall be used as a roof terrace, and any access out onto these areas shall be for maintenance purposes only.

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

- 10 Full details of the lighting specifications of the glazed roof extension, to include manufacturer's specifications and information about potential light spill onto buildings, trees and lines of vegetation, shall be submitted to and approved by the Local Planning Authority in writing. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented prior to the first occupation of any residential unit.

Reason: To safeguard the appearance of the premises and the character of the immediate area, to protect the amenity of current and future occupiers from light pollution and possible anti-social behaviour in accordance with policies CS5, CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 11 The three flexible commercial units shall be maintained as self-contained units, as shown on the approved plans, and shall not be amalgamated unless otherwise first agreed in writing by the LPA.

Reason: To ensure that suitable retail facilities are provided in this location in accordance with the requirements of policy CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP10 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 12 Notwithstanding the provisions of Class A1 of Town and Country Planning (General Permitted Development) (Amendment) (England) Order 2013, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the A1 use of the flexible A1/B1 801sqm unit fronting Back Hill shall only be used as a 'commercial gallery' and not any other A1 type use unless otherwise first agreed in writing by the LPA.

Reason: To ensure that the future occupation of the building does not cause harm to amenities of neighbours and the character of the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policy DP12, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies

- 13 Details of secure and covered cycle storage facilities for 120 commercial spaces and 12 residential spaces shall be submitted to and approved in writing by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS1 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 14 Prior to first use of any of the commercial uses, hereby permitted, full details of a scheme for plant and equipment, including manufacturers specifications, noise levels and attenuation, shall be submitted to and approved by the Local Planning Authority in writing. The relevant uses shall not proceed other than in complete accordance with such scheme as has been approved. All such measures shall be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core strategy and policies DP12, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 15 Before the development commences, details of the design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

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

863 S 01 Rev 00; 863-PL-EX-B2 Rev P1; 863-PL-EX-B1 Rev P1; 863-PL-EX-M0 Rev P1; 863-PL-EX-00 Rev P1; 863-PL-EX-01 Rev P1; 863-PL-EX-02 rev P1; 863-PL-EX-03 Rev P1; 863-PL-EX-04 Rev P1; 863-PL-EX-05 Rev P1; 863-PL-ES-

AA Rev P1; 863-PL-ES-BB Rev P1; 860-PL-EE-01 Rev P1; 860-PL-EE-02 Rev P1; 863-PL-GA-B2 Rev P1; 863-PL-GA-LG Rev P1; 863-PL-GA-00 Rev P1; 863-PL-GA-UG Rev P2; 863-PL-GA-01 Rev P1; 863-PL-GA-02 Rev P1; 863-PL-GA-03 Rev P1; 863-PL-GA-04 Rev P1; 863-PL-GA-05 Rev P3; 863-PL-GA-06 Rev P2; 863-PL-GA-RF Rev P1; 863-PL-GS-AA Rev P1; 863-PL-GS-BB Rev P1; 863-PL-GS-CC Rev P1; 860-PLGE-01 Rev P1; 860-PL-GE-02 Rev P1; Design and Access Statement, dated 27th May 2014; Construction Method Statement, dated 1st March 2014; Daylight and Sunlight Report, dated 19th May 2014; Energy Performance Analysis, dated October 2014, produced by Waterman Building Services Limited; Heritage, Townscape and Visual Impact Assessment, dated May 2014; Acoustics Planning Report, dated May 2014; Sustainability Statement, dated May 2014; Transport Statement, dated May 2014; Air Quality Assessment, dated March 2014, produced by Waterman Energy, Environment & Design Limited; and Lifetime Homes Statement.

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

- DRAFT**
- 17 Before the development is first occupied, details of the location and specification of the mechanical ventilation intake shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details and shall be permanently retained as such thereafter, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the development meets air quality standards in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's health and wellbeing) of the London Borough of Camden Local Development Framework Core Strategy and policies DP32 (Air quality and Camden's Clear Zone), DP22 (Promoting sustainable design and construction) of the London Borough of Camden Local Development Framework Development Policies and policies 3.2, 5.3 and 7.14 of the London Plan.

- DECISION**
- 18 Before the development is first occupied, details of the Combined Heat and Power engine shall be submitted to and approved in writing by the Local Planning Authority. The details shall demonstrate that the development will comply with the Mayors 'Band B' NOx emissions standards. The development shall be implemented in accordance with the details approved and shall be permanently retained as such thereafter, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the development meets air quality standards in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's health and wellbeing) of the London Borough of Camden Local Development Framework Core Strategy and policies DP32 (Air quality and Camden's Clear Zone), DP22 (Promoting sustainable design and construction) of the London Borough of Camden Local Development Framework Development Policies and policies 3.2, 5.3 and 7.14 of the London Plan.

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 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 3 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 Noise and Licensing Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 Your attention is drawn to the need for compliance with the requirements of the Environmental Health regulations, Compliance and Enforcement team, [Regulatory Services] Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020 7974 4444)

particularly in respect of arrangements for ventilation and the extraction of cooking fumes and smells.

- 5 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 6 With regard to condition no. 9 you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 7 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 8 You are advised that condition 4 means that no customers shall be on the premises and no noise generating activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.
- 9 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6944/5, or on the website <http://www.camden.gov.uk/cm/content/contacts/council-contacts/environment/contact-street-environment-services-en>.
- 10 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk.

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

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

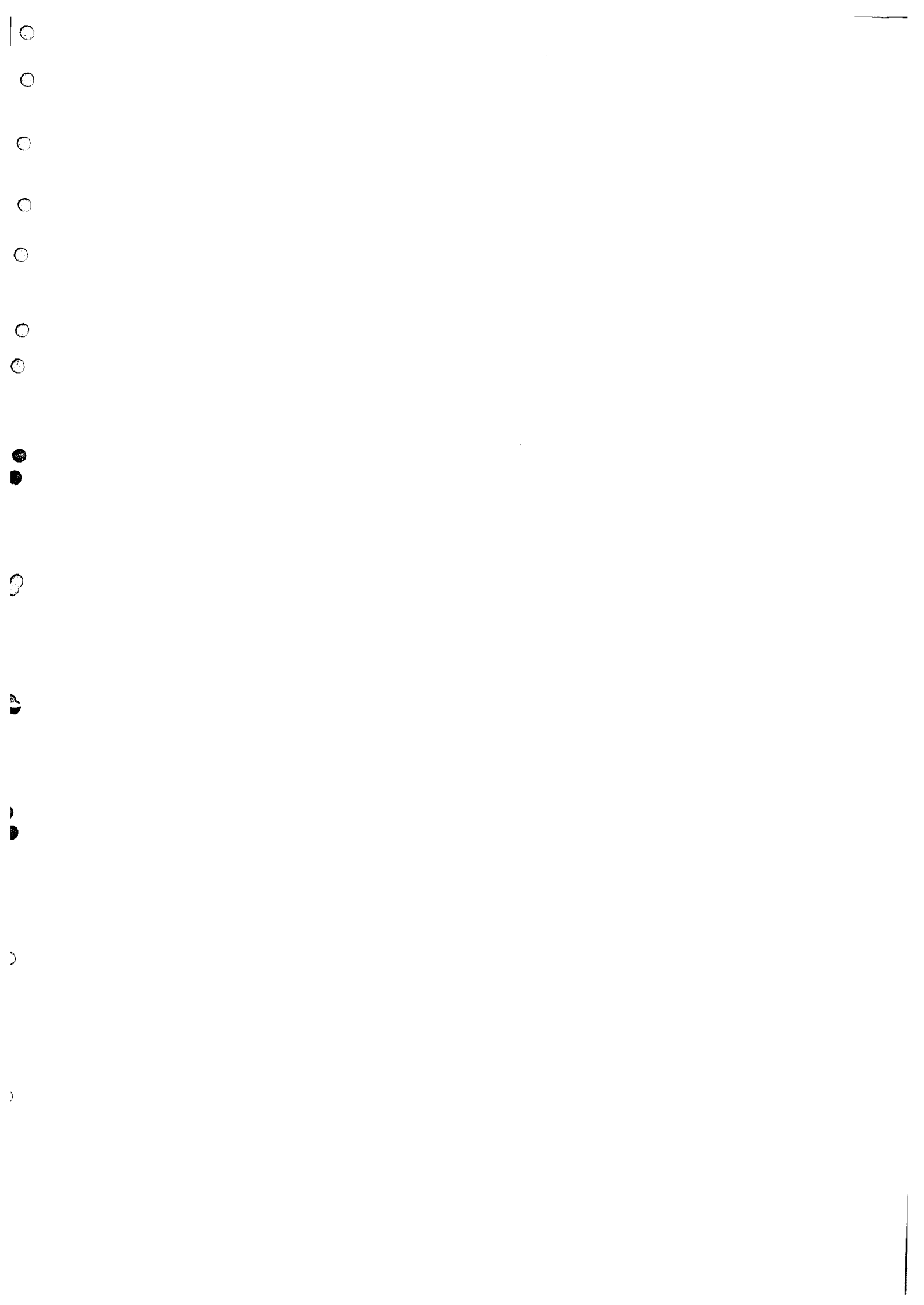
Yours faithfully

Director of Culture & Environment

DRAFT

DECISION





DATED 31 March

2015

(1) HERBAL HOUSE INVESTMENTS LIMITED

and

(2) AERIANCE INVESTMENTS S.A

and

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

A G R E E M E N T

relating to land known as

HERBAL HOUSE 10 BACK HILL LONDON EC1R 5EN

pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)
and Section 111 Local Government Act 1972,

Section 2 Local Government Act 2000, Section 1 Localism Act 2011, and
Section 16 of the Greater London Council (General Powers) Act 1974

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5680
Fax: 020 7974 1920

1685.2913