

DATED 10 June 2015

(1) GREAT ORMOND STREET HOSPITAL
CHILDREN'S CHARITY

and

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

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

Great Ormond Street Hospital, 20 Guilford Street, London WC1N 1DZ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
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PLANNING/CJ/1781.46

1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

1.4 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.

1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 6 September 2014 and the Council resolved to grant permission conditionally under reference number 2014/6068/P subject to the conclusion of this legal Agreement.

1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL912075.

WHEREAS

2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

1. **GREAT ORMOND STREET HOSPITAL CHILDREN'S CHARITY** a charitable company limited by guarantee registered in England and Wales (company number 9338724) and a charity registered with the Charity Commission of England and Wales (charity number 1160024) whose registered office is at 40 Bernard Street London WC1N 1LE (hereinafter called "the Owner")

BETWEEN:

THIS AGREEMENT is made the 10 day of June 2015

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

2. DEFINITIONS

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

2.1 "the Act" the Town and Country Planning Act 1990 (as amended)

2.2 "the Additional Training and Employment Contribution" the sum of £7,500 (seven thousand five hundred pounds) per construction apprenticeship required on site to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt in conjunction with the Kings Cross Construction Centre to promote education and opportunities for jobs and employment to training within the London Borough of Camden

2.3 "this Agreement" this Agreement made pursuant to Section 106 of the Act

2.4 "Basement Approval in Principle Application" an application to the Council's Highways Structural team for a approval in principle of the construction of the basement forming part of the Development which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter

2.5 "Basement Approval in Principle Contribution"

the sum of £6,000 (six thousand pounds) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application

2.6 "Basement Construction Plan"

a plan to be submitted by the Owner and approved by the Council in consultation with English Heritage setting out detailed information relating to the construction of basement forming part of the Development and providing for a programme of detailed mitigation measures to be undertaken and put in place by the Owner such plan to be designed with the objective of containing the impact of the basement construction on the structural stability of the Property and the neighbouring properties to include the following:-

- (i) incorporation of the recommendations contained within the Basement Impact Assessment submitted with the Planning Application;

- (ii) inclusion of a detailed monitoring regime throughout the Construction Phase;

- (iii) a method statement detailing the proposed method of ensuring the safety and stability throughout the Construction Phase of the neighbouring buildings including temporary works sequence drawings and assumptions;

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

2.7 "Business Parking Bay"

(vii) provision of a contingency plan setting out measures that will be undertaken to ensure the safety and preservation of the adjoining properties in the event of any delay in the completion of the basement forming part of the Development

(vi) phasing plan demonstrating that the lower ground floor and basement forming part of the Development shall be completed within twelve months of the start of bulk excavations from the Property; and

(v) an update of the risk assessment submitted with the Planning Application based on the detailed design drawings referred to in (iv) above;

(iv) detailed design drawings prepared by a suitably qualified and experienced chartered geotechnical engineer and chartered structural engineer both with experience of sub-ground level construction commensurate with the Development whose identities shall be approved in writing in advance by the Council for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations;

Camden" relating to the good practice for to time entitled "Guide for Contractors Working in the document produced by the Council from time

2.12 "the Council's Considerate Contractor Manual"

Property demolition of the existing building on the and for the avoidance of doubt includes the

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

2.11 "the Construction Phase

the whole period between

servicing and deliveries minimisation of damage to amenity from such and car and pedestrian movements and the minimisation of conflicts between service vehicle servicing to the entire GOSH which secure the time for the management of the deliveries and Owner and approved by the Council from time to out a package of measures to be adopted by the will form part of the GOSH Master Plan) setting of the Great Ormond Street Hospital site (which a consolidated servicing plan covering the whole

2.10 "the Consolidated Service Management (GOSH wide) Plan"

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

2.9 "Certificate of Practical Completion"

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

2.8 "Business Parking Permit"

2.13 "Demolition and Construction Management Plan"

developers engaged in building activities in the London Borough of Camden

a plan Divided into two parts setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings (Part One) and the construction of the New Building Works (Part Two) comprising the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

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

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

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

(iv) proposals to ensure the protection and preservation of the various listed buildings in close proximity to the Development as

well as listed areas including Coram's fields, the playground and listed gates, railings and bollards in the vicinity of the Development during the Construction Phase;

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

(vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

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

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

(ix) in relation to Part One only the plan shall include the same measures provided to the Council for the Basement Approval in Principle Application specifically those measures approved by the Council as

An audit and assessment of the policies and procedures across the entire GOSH site for issuing permits to allow GOSH patients/their parents/caregivers who have GOSH appointments and who do not already hold

2.15 "Dispensation Permit Parking (GOSH wide) Review"

Erection of new hospital research building following the demolition of an existing computer facility as shown on drawing numbers: Drawing Numbers: PL-001 0; PL-050 0; PL-060 0; PL-061 0; PL-070 0; PL-071 0; PL - 072 0; PL-073 0; PL-100 1; PL-200 0; PL-201 0; PL-202 1; PL-203 0; PL-204 0; PL-205 0; PL-206 1; PL-207 1; PL-208 1; PL-215 1; PL-216 1; PL-220 1; PL-221 1; PL-222 1; PL-223 1; PL-224 1; PL-250 1; PL-251 1; PL-252 0; PL-300 1; PL-301 0; Documents: Air Quality Assessment; Arboricultural Assessment; Basement Impact Assessment; Construction Management Plan; Daylight and Sunlight Assessment; Design and Access Statement; Ecology Assessment and Biodiversity Plan; Historic Environment Report; Statement of Community Involvement; Transport Assessment; Transport Assessment Addendum; Travel Plan; Planning Addendum; Energy and Sustainability Statement; BREEM Pre-Assessment; Noise Assessment; Planning Statement

2.14 "the Development"

ensuring, following demolition of the existing building, that the surrounding public highways will be sufficiently supported so as to maintain their structural integrity

2.16 "the Employment and Training Plan"

disabled parking permits (Blue Badges) to park a vehicle in parking bays on the highways surrounding the GOSH in which they would otherwise not be permitted to park ("Dispensation Permits") with a view to reducing and restricting the number of Dispensation Permits issued; such audit and assessment is to be regularly reviewed

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.14 of this Agreement through (but not be limited to) the following:-

1. ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;

2. make provision during the Construction Phase for no less than two construction work placements);

3. ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;

2.17 "the Energy Efficiency and Renewable Energy Plan"

4. ensure delivery of a minimum of two end use apprenticeships
5. A commitment to raising aspirations in Camden schools through career talks and other initiatives

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:-

(a) The incorporation of the measures set out in the submission document entitled Energy Strategy (Aug 2014, Hoare Lea) submitted with the Planning Application;

(b) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 35% in carbon emissions below the Part L 2013 baseline in relation to the Property by following the energy hierarchy to use a combination of complementary energy efficiency measures and low and zero carbon technologies;

(c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;

- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) measures to enable future connection to a local energy network at the boundary of the Property;
- (f) include a pre-implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

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

process and approval) providing a new vehicular (e) (subject to Traffic Management Order

Guilford Street and Guilford Place; and

(d) re-surfacing the asphalt wearing course of

(c) re-surfacing Millman Mews;

Guilford Street junction with Guilford Place;

(b) highway improvements to Millman Mews and Place;

Millman Street, Guilford Street and Guilford (a) repaving footway adjacent to site on

vicinity of the Property such works to include:

public highway and associated measures in the event of receipt for the carrying out works to the Agreement and to be applied by the Council in Council in accordance with the terms of this six pence) to be paid by the Owner to the thousand and seventy three pounds and thirty the sum of £509,073.36 (five hundred and nine

2.20 "the Highways Contribution"

2.19 "Highways Act"

Highways Act 1980 (as amended)

2.18 "GOSH"

the Great Ormond Street Hospital

(h) 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

excludes any statutory undertakers costs

2.21	"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 save for site clearance, relocation of service media, erection of temporary fences, hoardings and references to "implementation" and "implement" shall be construed accordingly
2.22	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.23	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.24	"Local Procurement Code"	the code annexed to the Third Schedule hereto
2.25	"New Building Works"	the excavation of the new basement, construction of the new basement and construction of the new building permitted by the Development but excluding the demolition of the existing building on the Property
2.26	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.27	"Parking Layout Changes"	Any changes to the Highways and in particular the Controlled Parking Zone such as by way of Traffic Management Orders which the Council determines to be necessary following its review of the Parking Management Feasibility Study

2.28 "Parking Management Feasibility Study"

A study which assesses the impacts the Development will have on the Highways Network and street parking on highways surrounding the Property and review the anticipated parking and access requirements of the Development such as:

- (a) Number and location of parking spaces for Blue Badge permit holders
- (b) Design and function of on street ambulance facility (if any)
- (c) Location and function of Servicing yard
- (d) Any proposed changes to existing parking bays located in the vicinity including pay and display, motorcycle, residents and disabled parking bays.

to be submitted to the Council for its review and to determine what (if any) Parking Layout Changes are to be made to the highways networks surrounding the Development

2.29 "the Parties"

mean the Council and the Owner

2.30 "Patient Transport (Ambulance) Service Management Plan"

a plan setting out the measures that the Owner will adopt to ensure that ambulance and patient transports services movements are satisfactorily managed to ensure that adverse impacts on the highway network are kept to a minimum, in particular the plan will show how the Owner will use reasonable endeavours to ensure that:

- existing facilities are identified for Passenger Transport (Ambulance) Service vehicles in the area and are utilised,

a planning application in respect of the development of the Property submitted to the

(d) Other improvements in the proximity of the Development

iii. Parking Management Feasibility Study

Street) Plan

ii. Service Management (20 Guilford

i. Construction Management Plan

(c) Officer time in reviewing:

improvements

(b) Guilford Street junction with Millman Street

(a) Legible London signs

not limited to:

in the vicinity of the Development including but pedestrian cycle and public realm improvements in the event of receipt for the provision of various this Agreement and to be applied by the Council to the Council in accordance with the terms of two thousand pounds) to be paid by the Owner the sum of £172,000 (one hundred and seventy

- Passenger Transport (Ambulance) Service vehicles are managed to minimise dwell time,
- Passenger Transport (Ambulance) Service vehicles are actively managed to discourage incorrect on-street parking,
- there is no misuse by taxis, private hire cars and other private vehicles of any days including (if ultimately provided) days for ambulances; and
- there is no conflict with pedestrian and vehicle movements around the site

2.31 "the Pedestrian, Cycling and Environmental Improvements Contribution"

2.32 "Planning Application"

Council and validated on 6 September 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/6068/P subject to conclusion of this Agreement

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 7.1 hereof

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

the land known as 20 Guilford Street London WC1N 1DZ the same as outlined in red on the plan annexed hereto and marked "Plan A"

the area to the north and north-west of the Property at ground floor level as shaded in blue on the plan annexed hereto and marked "Plan B"

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

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

2.33 "Planning Obligations Monitoring Officer"

2.34 "the Planning Permission"

2.35 "the Property"

2.36 "the Public Forecourt"

2.37 "the Public Highway"

2.38 "Residents Parking Bay"

(f) likely nature of goods to be delivered;

avoid any conflicts;

(e) likely frequency and duration of servicing movements and measures to be taken to

vehicles arriving at the same time;

(d) measures to avoid a number of delivery

Property;

(c) details of the persons responsible for directing and receiving deliveries to the

from a specific suitably located area;

(b) a requirement for delivery vehicles to unload

Property per day (every 24 hours);

(a) a requirement for there to be no more than on average 7 (seven) delivery vehicles which exceed 3.5 tonnes arriving at the

shall include inter alia the following:-

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

2.40 "Service Management (20 Guilford Street) Plan"

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

2.39 "Residents Parking Permit"

Parking Bays

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:-

2.41 "the Sustainability Plan"

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

(k) details of arrangements for refuse storage and servicing; and

(j) 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;

(i) 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

(h) 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

(g) the likely size of the delivery vehicles entering the Property;

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

(b) include a pre-implementation review by an independent verification body 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

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

(d) measures to ensure a minimum of 8 credits in ENE01 as stated in the approved energy strategy (Aug 2014, Haore Lea)

2.42 "the Travel Plan
Monitoring Contribution"

the sum of £5,902 (five thousand nine hundred and two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in

the event of receipt for the review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

2.43 "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

2.44 "The Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the GOSH site with a view to inter alia reducing the number of Dispensation Permits issued by GOSH, 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 Dispensation Permit Parking (GOSH wide) Review

(b) the elements set out in the **Fourth Schedule** hereto;

(c) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;

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

NOW THIS DEED WITNESSETH as follows:-

2.45 "Working Day" a day other than a Saturday, Sunday or public holiday when banks in England are open for business

(g) 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

(f) 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;

(e) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey, referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council

(d) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;

3.2 Words importing the singular shall include the plural and vice versa and any words donating 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 or interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6.1, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Parties 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 a "car free" development in accordance with Clause 4.1 for all relevant purposes.

3.9 Within 10 (ten) Working Days of a written request for the same, the Council shall confirm in writing the receipt of any payment of the financial contributions in this Agreement.

OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:

4.1 CAR FREE

4.1.1 To ensure that prior to occupying any part of the Development each new employee of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Business Parking Permit to park a vehicle in a Business Parking Bay or a Residents Parking Permit to park a vehicle in a Residents Parking Bay and nor will they be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the lettable areas forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those lettable areas that in the Owner's opinion are affected by the Owner's obligation in clause 4.1.1 of this Agreement.

4.2 DEMOLITION AND CONSTRUCTION MANAGEMENT PLAN

4.2.1 On or prior to the Implementation Date to provide the Council for approval a draft Part One of the Demolition and Construction Management Plan

4.2.2 Not to implement nor allow Implementation of the Development until such time as the Council has approved Part One of the Demolition and Construction Management Plan as demonstrated by written notice to that effect.

4.2.3 On or prior to commencing any New Building Works to provide to the Council for approval a draft Part Two of the Demolition and Construction Management Plan.

4.2.4 Not to commence any New Building Works until such time as the Council has approved Part Two of the Demolition and Construction Management Plan as demonstrated by written notice to that effect.

4.2.5 The Owner acknowledges and agrees that the Council will not approve the Demolition and Construction Management Plan unless it demonstrates to the

4.4 BASEMENT APPROVAL IN PRINCIPLE

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

4.3.3 The Owner acknowledges and agrees that the Council will not approve the Basement Construction 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 Property and the adjoining properties.

4.3.2 Not to commence any New Building Works until such time as the Council has approved the Basement Construction Plan as demonstrated by written notice to that effect.

4.3.1 Prior to Commencing any New Building Works to provide the Council for approval a draft Basement Construction Plan.

4.3 BASEMENT CONSTRUCTION PLAN

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

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.

4.6.3 After the Occupation Date the Owner shall use reasonable endeavours to ensure that the Development is being managed in strict accordance with the Consolidated Plan as demonstrated by written notice to that effect.

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

4.6.1 At least six months before Occupation of the Development to submit to the Council for approval a draft Consolidated Service Management (GOSH wide) Plan.

4.6 CONSOLIDATED SERVICE MANAGEMENT (GOSH WIDE) PLAN

4.5.3 To ensure that the Development is operated at all times in strict accordance with the relevant part of the Service Management (20 Guilford Street) Plan and in the event of non-compliance with this sub-clause the Owner shall forthwith take all steps required to remedy such non-compliance.

4.5.2 Not to Occupy or Permit Occupation of any part of the Development until such time as the Council has approved the Service Management (20 Guilford Street) Plan as demonstrated by written notice to that effect.

4.5.1 At least six months prior to Occupation of the Development to submit to the Council for approval a draft Service Management (20 Guilford Street) Plan.

4.5 SERVICE MANAGEMENT (20 GUILFORD STREET) PLAN

(a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
 (b) the Council has received the Basement Approval in Principle Application Contribution in full.

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

(a) submit the Basement Approval in Principle Application; and
 (b) pay to the Council the Basement Approval in Principle Contribution

4.4.1 On or prior to the Implementation Date to:-

4.8.2 Not to commence any New Building Works until such time as the Council has reviewed and considered the Parking Management Feasibility Study and determined what (if any) Parking Layout Changes are to be made to accommodate the Development.

4.8.1 Prior to commencing any New Building Works to carry out at its own cost, the Parking Management Feasibility Study and submit it to the Council for its consideration.

4.8 PARKING MANAGEMENT FEASIBILITY STUDY

4.7.3 To ensure that the Development is operated at all times in strict accordance with the requirements of the Passenger Transport (Ambulance) Service Management Plan and in the event of non-compliance with this sub-clause the Owner shall forthwith take all steps required to remedy such non-compliance.

4.7.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Passenger Transport (Ambulance) Service Management Plan as demonstrated by written notice.

4.7.1 At least six months before Occupation of the Development to provide the Council for approval a draft Passenger Transport (Ambulance) Management Plan.

4.7 PASSENGER TRANSPORT (AMBULANCE) SERVICE MANAGEMENT PLAN

4.6.4 To ensure that the Development is operated at all times in strict accordance with the relevant part of the Consolidated Service Management (GOSH wide) Plan and in the event of non-compliance with this sub-clause the Owner shall forthwith take all steps required to remedy such non-compliance.

Service Management (GOSH wide) Plan as approved by the Council and as updated and shared with the Council from time to time and if the Owner becomes aware that the Development is not being managed in strict accordance with the Consolidated Service Management (GOSH wide) Plan then the Owner shall notify the Occupiers and require the Occupiers to forthwith take all steps required to remedy such non-compliance and produce a plan to rectify any deficiency.

4.8.3 The Owner acknowledges and agrees that the Council is under no obligation to accept or implement any recommendation contained in the Parking Management Feasibility Study and for the avoidance of any doubt irrespective of any such recommendation the Council, upon carrying out its own review, may determine that no Parking Layout Changes are required.

4.9 TRAVEL PLAN

4.9.1 At least six months prior to Occupation to:-

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

4.9.2 Not to Occupy or permit Occupation of any part of the Development until such time as:

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

4.9.3 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.

4.10 HIGHWAYS CONTRIBUTION

4.10.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.10.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.10.3 Not to implement or to permit implementation until such time as the Council has received the Highways Contribution in full.

4.12.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.12.2 Not to commence any New Building Works until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

4.12.1 On or prior to commencing any New Building Works to submit to the Council for approval the Sustainability Plan.

4.12 SUSTAINABILITY PLAN

4.11.2 Not to implement or to permit Implementation until such time as the Council has received the Pedestrian, Cycling and Environmental Improvements Contribution in full.

4.11.1 On or prior to the Implementation Date to pay to the Council the Pedestrian, Cycling and Environmental Improvements Contribution in full.

CONTRIBUTION

4.11 PEDESTRIAN, CYCLING AND ENVIRONMENTAL IMPROVEMENTS

4.10.7 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.

4.10.6 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.

4.10.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.10.4 Not to implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.14.3 To ensure that from the commencement of the New Building Works until Practical Completion the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any New Building Works at any time when the requirements of the Employment and Training Plan are not being complied with and

that effect.

4.14.2 Not to commence any New Building Works until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to

approval the Employment and Training Plan.

4.14.1 On or prior to commencing any New Building Works to submit to the Council for

4.14 EMPLOYMENT AND TRAINING PLAN

4.13.4 Following the Occupation Date the Owner shall ensure that all ongoing obligations contained in the Energy Efficiency and Renewable Energy Plan are strictly complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take all steps required to remedy such non-compliance.

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

written notice to that effect.

4.13.2 Not to commence any New Building Works until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by

approval the Energy Efficiency and Renewable Energy Plan.

4.13.1 On or prior to commencing any New Building Works to submit to the Council for

4.13 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.12.4 Following the Occupation Date the Owner shall ensure that all ongoing obligations contained in the Sustainability Plan are strictly complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take all steps required to remedy such non-compliance.

in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.14.4 Following the Occupation Date the Owner shall use reasonable endeavours to ensure that the Development is being managed in strict accordance with the Employment and Training Plan as approved by the Council from time to time and in the event of any breach the Owner shall forthwith rectify or require that the occupiers rectify any such breach.

4.15 LOCAL EMPLOYMENT

4.15.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its Reasonable Endeavours to ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.15.2 In order to facilitate compliance with the requirements of sub-clause 4.15.1 above the Owner shall use Reasonable Endeavours to work in partnership with (i) the 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 the King's Cross Construction Centre;
- b) the 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;

- c) that the 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 the King's Cross Construction Centre and employed during the Construction Phase.

4.15.3 The Owner shall use Reasonable Endeavours to ensure that at all times during the Construction Phase no less than 2 (two) construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-

(i) recruited through the Kings Cross Construction Centre;

(ii) employed for a period of not less than 52 weeks; and

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

4.15.4 If the Owner is unable to provide the construction trade apprentices in accordance with clause 4.15.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:-

(a) forthwith pay the Council the Additional Training and Employment Contribution

in; and

(b) shall not Occupy or permit Occupation until such time as the Additional Training

and Employment Contribution has been paid in full.

4.15.5 Notwithstanding the provisions in clause 4.15.4 of this Agreement, during the Construction Phase the Owner shall use Reasonable Endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Kings Cross Construction Centre.

4.15.6 Following completion of the Development and in keeping with the GOSH's existing apprenticeship programme, the Owner shall use Reasonable Endeavours to ensure that each year (two) and use apprentices for new staff who are residents of Camden shall be employed at the Development with a view to:-

(i) Ensuring the apprenticeships are offered across a variety of areas such as reception, transportation, patient records, ward administrators, laboratory work, and the workforce planning and digital (learning and development) teams, pharmacy and hospitality.

(ii) Guaranteeing those apprenticeships a permanent position at the end of their learning and they are recruited into real vacancies.

4.17.1 At all times following Occupation or practical completion of the Highways Works (which ever occurs later) (subject to any agreement otherwise in writing between the Parties) the Owner shall ensure that the Public Forecourt is:

- (a) available for pedestrians to pass and re-pass freely and unobstructed at any time day or night provided that:
 - (i) Bicycle parking racks as approved by the Council in writing (and bicycles parked in them); and
 - (ii) the temporary closure for necessary repair and maintenance of the Public Forecourt or the adjoining building shall not be deemed to be an obstruction; and
- (b) repaired and maintained at the Owner's expense.

4.17 PUBLIC FORECOURT

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

4.16.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.16.2 On or prior to commencing any New Building Works to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.16.1 Prior to commencing any New Building Works to agree a programme during the bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.16 LOCAL PROCUREMENT

4.17.2 If at any time the Public Forecourt is not being managed in accordance with clause 4.17.1 above that Owner shall forthwith take all steps to remedy such non-compliance.

5. OBLIGATIONS OF THE COUNCIL

5.1 Where the Council's consent or approval is required under the terms of this Agreement such consent or approval shall not be unreasonably withheld or delayed.

5.2 Subject to the receipt of the Highways Contribution the Council shall consult with the Owner on the proposals for and the detailed design of the Highway Works and the Road and the integration of the Highway Works and the works to create the Road with the carrying out and completion of the Development.

5.3 If the Council requires any further works to be undertaken to the highway in addition to those set out in 2.13(a) to (d) or introduce traffic management orders or measures reasonably required as a consequence of the Development it will liaise with the Owner and advise of the additional measures as soon as reasonably possible.

5.4 The Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that aims to have the Highways Works completed at the same time as the Development and the Council shall use its reasonable endeavours to achieve that aim.

5.5 In the event of any contribution paid in accordance with this Agreement not being utilised in whole or in part within eight years from the Occupation Date then the Council will refund the whole of that contribution or any such part that has not been utilised (as the case may be) to the Owner within 28 days of a written request by the Owner to the Council to that effect.

6. NOTICE TO THE COUNCIL/OTHER MATTERS

6.1 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.

- 6.2 The Owner shall further give written notice to the Council on or prior to the commencement of any New Building Works specifying that the New Building Works have commenced or are about to commence.
- 6.3 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting planning reference 2014/6068/P the date upon which the Development will be ready for Occupation.
- 6.4 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.5 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally 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.
- 6.6 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.
- 6.7 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and

$$A = B \frac{X}{Y-X}$$

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

6.9 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.

6.8 Payment of the financial contributions pursuant to Clauses 4.4 (Basement Approval in Principle Contribution), 4.10 (Travel Plan Monitoring Contribution), 4.10 (Highways Contribution), 4.11 (Pedestrian, Cycle and Environmental Improvements Contribution) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Planning Reference 2014/6068/P or by Electronic Transfer directly to the National Westminster Bank, Hampstead Village Branch, quoting Sort Code 50-30-03 and London Borough of Camden General Account No. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2014/6068/P.

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

7.5

The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

7.4

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.

7.3

This Agreement shall be registered as a Local Land Charge.

7.2

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 2014/6068/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.

7.1

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

7.

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.

6.11

regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

7.6 Neither the Owner 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.

7.7 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.

7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

8. RIGHTS OF THIRD PARTIES

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

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

GREAT ORMOND STREET
HOSPITAL CHILDREN'S CHARITY
acting by two directors)
)
)

Director
Director
Director



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

 Authorized Signatory

R. Alexander



Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

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

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

Application Ref: 2014/6068/P

27 May 2015

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
20 Guilford Street
London
WC1N 1DZ

Proposal:
Erection of new hospital research building following the demolition of an existing computer facility.
Drawing Nos:

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

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

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

Condition(s) and Reason(s):

DECISION

Culture and Environment Directorate

DRAFT

Yours faithfully

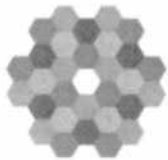
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

1

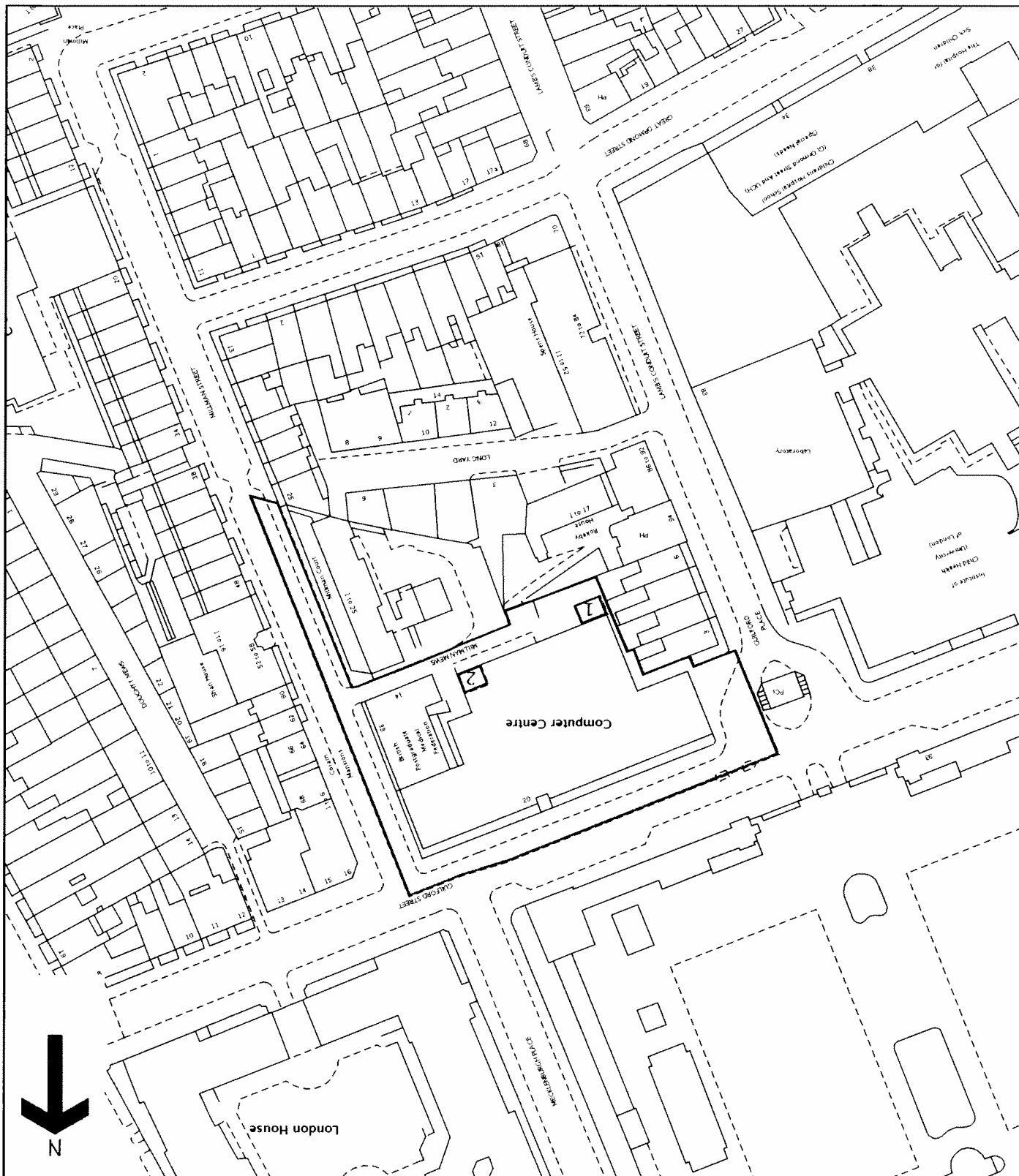
Informative(s):

Land Registry Official copy of title plan

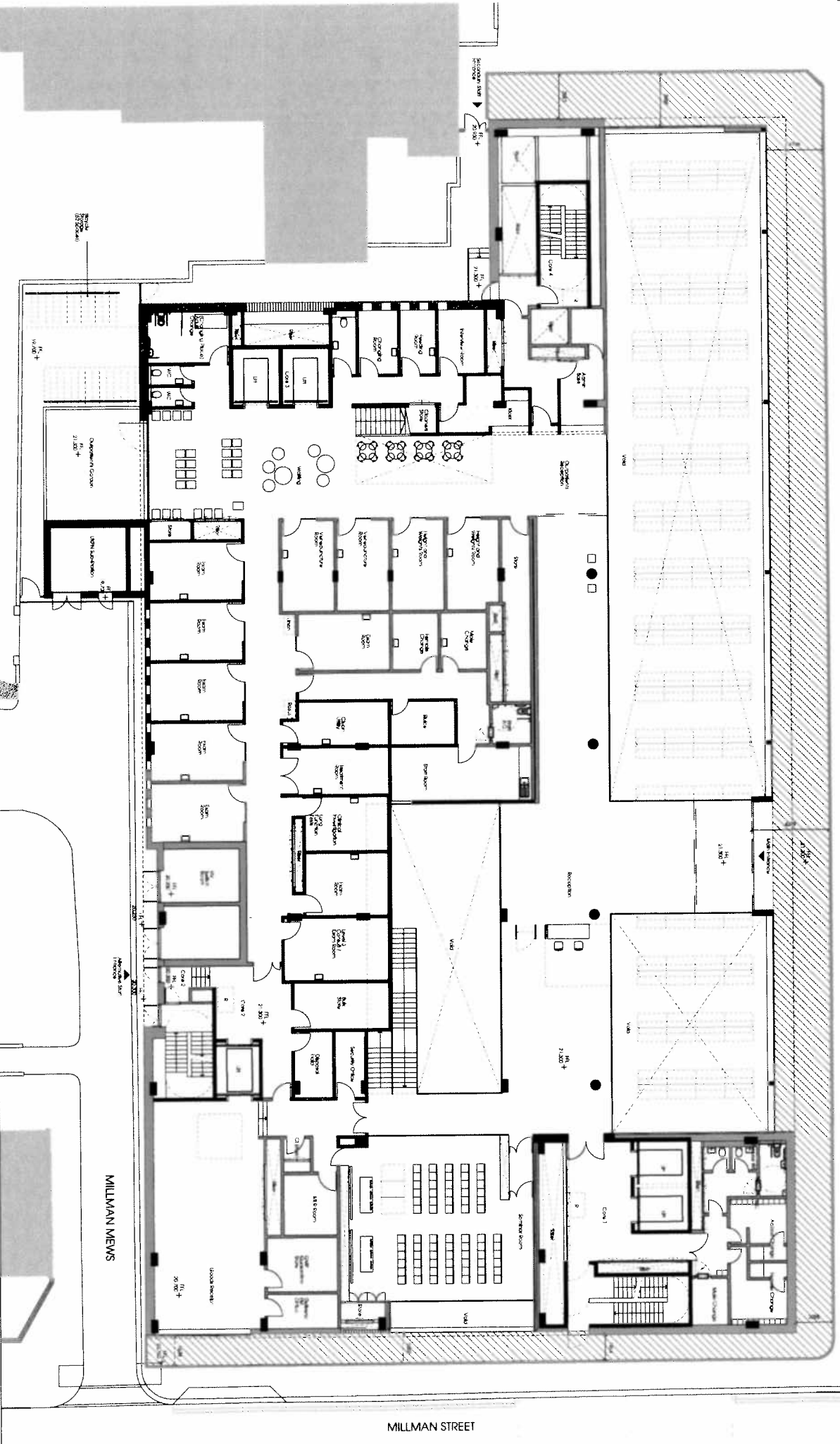
Title number **NGL912075**
Ordnance Survey map reference **TQ3082SE**
Scale **1:1250**
Administrative area **Camden**



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MILLMAN STREET

Notes

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
- 2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
- 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 5. ALL UTILITIES SHALL BE LOCATED AND PROTECTED PRIOR TO CONSTRUCTION.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
- 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

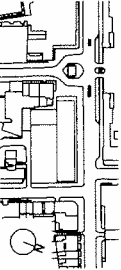
Key

- Proposed location of structural floor
- Proposed location of structural wall
- Existing structural floor
- Existing structural wall
- Structural column
- Structural beam
- Structural slab
- Structural foundation

Revision Data

Revision	Description
0	30,000 US Square Foot Footprint
1	30,000 US Square Foot Footprint

Location



Project Information

Project Name: MILLMAN NEWS
 Project Address: 1100 E. 125th St., Chicago, IL 60648
 Project Description: Construction of a new news building.

Project

Client: STANTON WILLIAMS
 Architect: STANTON WILLIAMS
 Date: 2014.01.15
 Scale: 1/4" = 1'-0"

Drawing Title

Project No. 464
 Drawing No. PL-102.1
 Revision 1

PLAN R

THE FIRST SCHEDULE
Construction Management Plan
Highway Measures

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

(Note 1: 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

Note 2: the Council has a pro-forma Construction Management Plan available on request that the Owner may find to be a useful tool)

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

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

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 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."

w) Any other relevant information with regard to traffic and transport. The Construction Management Plan should also include the following statement:-

- x)
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
 - iii. Have a Class VI Mirror
 - 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.
 - 3)
 - 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.
 - 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
 - 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- v) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

THE SECOND SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NOx, 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 NOx 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 (NRM) 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 (NRM) 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.

C - Air Quality Monitoring

- managing dust on site.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for operation.
- 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.
- m) Ensure water suppression is used during demolition operations;
- 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.
- k) Any loose materials bought onto the site shall be protected by appropriate covering
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- i) Store materials with the potential to produce dust away from site boundaries; sheeted;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully areas within the Site;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work especially during dry periods;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods soon as reasonably practicable;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as dust or mud off the site;
- 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 methods;
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping
- b) Buildings to be demolished shall be wrapped
- a) Keep site fencing, barriers and scaffolding clean using wet methods;

B - Techniques to control dust emissions from construction and demolition

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

- 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 as data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g}\cdot\text{m}^{-3}$ (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 THIRD SCHEDULE
LOCAL PROCUREMENT CODE**

1. INTRODUCTION

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

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained within 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

> all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;

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:

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.

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.

2.1 Actions & Responsibilities of Main Contractor

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

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.

CONSTRUCTION.

2) MAIN REQUIREMENTS OF THE CODE

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

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 sub-contractors by the Local Procurement Team).

2.2 Actions And Responsibilities of Sub-Contractors

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.

5. The main contractor should provide an opportunity for the Local Procurement Team to brief sub-contractors on the requirements of the Local Procurement code.

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

➤ Full contact details of all sub-contractors appointed (whether local or from elsewhere)

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

➤ 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 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.

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

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

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES

MANAGEMENT

Fitting out by tenants

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

Facilities Management

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

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

**THE FOURTH SCHEDULE
THE TRAVEL PLAN**

PART I: Components of the Travel Plan

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

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

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

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

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

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

1. Public Transport and walking

a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network

b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ www.nationalrail.co.uk)

c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development

d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

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

3. Traffic Restraint
The Plan must seek to reduce the volume and impact of vehicles generated by the Development

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

5. Parking and Travel
A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:
a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
b. a review of any on-site parking charges
c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

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

7. Cycling
The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:
a. secure and well-lit workplace parking

Review the Property's Transport Accessibility

1.

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.

PART II: Review and Monitoring of the Travel Plan

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

8.

Facilities for Goods Movement and Servicing

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

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

Monitor and Review

5.

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

Implementation

4.

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.

User Consultation and Travel Surveys

3.

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.

Consultation with occupiers

2.

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.

