

DATED 28 August 2015

(1) PEGASUSLIFE DEVELOPMENT LIMITED

and

(2) DEUTSCHE BANK AG, LONDON BRANCH

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

ARTHUR WEST HOUSE, 79 FITZJOHN'S AVENUE LONDON NW3 6PA

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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

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PLANNING/CJ/1781.238
final

THIS AGREEMENT is made the 28 day of August 2015

BETWEEN:

1. **PEGASUSLIFE DEVELOPMENT LIMITED** (Co. Regn. No. 09340939) of Royal Court, Church Green Close, Kings Worthy, Winchester SO23 7TW (hereinafter called "the Owner")
2. **DEUTSCHE BANK AG, LONDON BRANCH** (incorporated in Germany) of Winchester House, 1 Great Winchester Street, London EC2N 2DB (hereinafter called "the Mortgagee")
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number 162429 subject to a charge to the Mortgagee.
- 1.2 The Owner is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 27 January 2015 and the Council resolved to grant permission conditionally under reference number 2014/7851/P subject to the 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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

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

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number 162429 and dated 30 June 2015 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

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

2.2 "the Additional Training and Employment Contribution" the sum of £7,500 (seven thousand five hundred pounds) per 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 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 "Affordable Housing Deferred Contribution" the sum of £7,327,250 (seven million three hundred and twenty seven thousand two hundred and fifty pounds) to be paid by the Owner to the Council subject to the conclusion of a Viability Update Assessment in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision low-cost housing including Social Rented Housing, Affordable 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 ("Affordable Housing")

- 2.4 "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.5 "Apprenticeship Support Fee" the sum of £10,500 ten thousand five hundred pounds) calculated at £1,500 (one thousand five hundred pounds) per apprentice to be applied by the Council in the event of receipt towards the monitoring and support of the 7 (seven) apprenticeships which are to be provided in accordance with clause 4.16.4 of this Agreement
- 2.6 "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
- 2.7 "Basement Approval in Principle Contribution" the sum of £3,000 (three 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

2.8 "Basement
Construction Plan"

a plan setting out information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts resulting from the construction of the basement on Neighbouring Properties and the water environment and to provide a programme of mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment by Basement Impact Assessment by Symmetrys Limited dated December 2014 submitted with the Planning Application and to include the following key stages:-

1. the Owner to appoint an independent chartered engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Basement Design Engineer") AND for details of the appointment to be submitted to the Council for written approval (and the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance);
2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Construction Basement Plan and at all times to ensure the following:-

(a)that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the basement of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design;

(b)that the result of these appropriately conservative figures ensure that that the construction of the basement of the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond "Slight" with reference to the Burland Category of Damage;

(c)that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (d)-(j) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Basement Construction Plan;

(d)reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for

details to be offered if this is not undertaken in full or part);

(e) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;

(f) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;

(g) the Basement Design Engineer to visit the Property throughout the Construction Phase to inspect and undertake regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;

(h) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated

drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);

(i) measures to ensure ground water monitoring equipment shall be installed prior to Implementation of Demolition and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and

(j) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and 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

3. the Owner to appoint a second independent chartered engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Certifying Engineer”) (potentially from the same company as the Basement Design Engineer) and for details of the appointment of the Certifying Engineer to be submitted to the Council for written approval in advance;

4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses 2(d)-(j) above and are sufficient to achieve the objectives of the Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans;
5. Only thereafter shall the Owner submit the agreed finalised version of the Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement; and
6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan

- 2.9 "the Burland Category of Damage" an industry recognised category of structural damage as specified at para 2.30 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the First Schedule annexed hereto
- 2.10 "Camden CIL Certified Sum" The sum ultimately determined by the Council to be as payable by the Owner to the Council for the Camden Community Infrastructure Levy
- 2.11 "Camden CIL Estimate" the sum of £1,412,500 (one million four hundred and twelve thousand five hundred pounds) being the estimate of the Owner's liability for the Camden Community Infrastructure Levy as calculated at the time of the assessment of the Planning Application
- 2.12 "Camden CIL Saving" the difference between taking the Camden CIL Estimate and subtracting the Camden CIL Certified Sum
- 2.13 "Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.14 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and

disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the Demolition and the building out of the Development;
- (ii) incorporation of the provisions set out in the **Second** Schedule annexed hereto;
- (iii) incorporation of the provisions set out in the **Third** Schedule annexed hereto;
- (iv) proposals to ensure there are no adverse effects on the Conservation Area features
- (v) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) 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);

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

(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

2.15 "the Construction Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement archaeological works, site or soil investigations, ground investigations, site survey works, decontamination works and the erection of hoardings and Demolition shall not be deemed to be material operations (and for the avoidance of any doubt the Construction Implementation Date includes any works to excavate the basement forming part of the Development) and references to "Implementation of Construction" and "Implement Construction" shall be construed accordingly

2.16 "the Construction Phase"

the whole period between

(i) the Construction Implementation Date and

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

2.17 "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

- 2.18 "Demolition" demolition of the existing hostel building on the Property (including soft stripping of the building) but excluding any works to excavate the basement forming part of the Development and "Demolish" shall be construed accordingly
- 2.19 "the Demolition Implementation Date" the date of commencement of the Demolition and references to "Implementation of Demolition" and "Implement Demolition" shall be construed accordingly
- 2.20 "Demolition Management Plan" a plan setting out the measures that the Owner will adopt in undertaking Demolition using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Demolition phase can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network and such plan to address the matters set out in the Second and Third Schedules annexed hereto
- 2.21 "the Development" Demolition of hostel and erection of 3 - 6 storey building plus roof plant enclosure and excavation of 2 storey basement to provide 33 self-contained wheelchair accessible flats for the care & well-being of older people (13 x 2-bed & 20 x 3-bed) including ancillary extra-care and treatment rooms, restaurant, health & well-being facility, gym, communal lounges, guest suite, cycle and mobility scooter storage and staff facilities with basement level car park ,

communal garden and associated landscaping.
as shown on drawing numbers:-

Existing drawings:

276/4001, 276/4100, 276/4110, 276/4111,
276/4112, 276/4113, 276/4114, 276/4115,
276/4116, 276/4150, 276/4151, 276/4175,
276/4176, 276/4177 & 276/4178

Proposed drawings:

276/4200b, 276/4221b, 276/4222b, 276/4223d,
276/4224b, 276/4225e, 276/4226b, 276/4227b,
276/4228d, 276/4229, 276/4230c, 276/4260c,
276/4261d, 276/4262c, 276/4263, 276/4295c,
276/4296c, 276/4297c, 276/4298c, 276/4400,
LL489000-0001B, LL489-150-0011 & J4901

Supporting documents:

Cover letter by Tibbalds dated 19 December 2014; Cover letter by Tibbalds dated 26 March 2015; Planning, Design and Access Statement (incorporating the landscape strategy prepared by Camlins and Townscape and Heritage Visual Impact Assessment) by Sergison Bates Architects, Tibbalds and Barton Willmore dated December 2014; Planning, Design and Access Statement Addendum by Sergison Bates dated March 2015; Addendum to Heritage and Conservation Assessment by Tibbalds dated March 2015; Townscape and Visual Addendum by Barton Willmore dated March 2015; Townscape and Visual Addendum Verified Photomontages – Methodology and Supporting

Evidence by Designhive dated March 2015; Photomontage Views P1, P2, P4 & P5, Summer and Winter, Full Size by Barton Willmore dated March 2015; Area Schedule Rev E by Sergison Bates dated 5th May 2015; Statement of Community Involvement by Keeble Brown dated December 2014; Construction Management Plan by Gleeds dated December 2014; Construction Management Plan Addendum by Gleeds dated March 2015; Sustainability and Energy Statement - Design and Construction by Max Fordham LLP Issue D dated 17 December 2014; Basement Impact Assessment by Symmetrys Limited dated December 2014; Transport Assessment (including Delivery and Servicing Plan and Travel Plan) by TTP Consulting dated March 2015; Draft Delivery and Servicing Plan by TTP Consulting dated March 2015; Arboricultural Survey and Impact Assessment by Tree Maintenance Limited dated December 2014; Tree Survey, Implications Assessment and Outline Protection Method Statement (Addendum) by Tree Maintenance Limited dated March 2015; Noise and Vibration Report Issue D by Max Fordham LLP dated 17 December 2014; Ground Investigation Survey and Contaminated Land Assessment (Phase 2) by Ian Farmer Associates Limited dated November 2014; Ecological Appraisal by Camlins dated August 2014; Daylight, Sunlight and Overshadowing Assessment by EB7 dated 17 December 2014; Addendum to the submitted daylight and sunlight assessment by EB7 dated 13 March 2015; Letter recommending no archaeological requirement from English Heritage dated 30 October 2014; Air Quality Assessment by AECOM dated February 2015; Air Quality Assessment

Addendum by AECOM dated March 2015; Molecular Filter Lifetime Determination Report by Camfil dated 26 February 2015; Financial Viability Report by GL Hearn dated 19 February 2015; Development Appraisal by GL Hearn dated 1 April 2015; Addendum Design & Access Statement to accompany revisions by Tibbalds dated June 2015; Daylight & Sunlight Addendum Report by JLL dated 15/06/15; and Revised Consultation Summary by Keeble Brown undated.

2.22 "the Employment and Training Plan"

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 4.16 & 4.17 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 7 (seven) work placements of at least a 2 week duration; and
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

2.23 “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:-

- (a) the incorporation of the measures set out in the submission document entitled “Sustainability and Energy Statement – Design and Construction by Max Fordham LLP Issue D dated 17 December 2014;
- (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 40% in carbon emissions in comparison with the Part L 2013 Building Regulations in relation to the Property, 20% renewable energy with maximum emissions of 67 tonnes of CO₂ per year using a combination of complementary low and zero carbon technologies, high performing thermal fabric, energy efficient equipment, mechanical ventilation and heat recovery, air source heat pumps, communal boilers, and PV roof panels;
- (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) to consider measures to enable possible future connection to a local energy network in the event that it is available at the boundary of the Property;
- (f) include a pre-Construction 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

- (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

- 2.24 "the Highways Contribution" the sum of £68,439 (sixty eight thousand four hundred and thirty nine pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the removal of two crossovers, the provision of one new crossover and repaving the footpath ("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs
- 2.25 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.26 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.27 "Local Procurement Code" the code annexed to the Fourth Schedule hereto

- 2.28 "Neighbouring Properties" the neighbouring properties which share a boundary with the Property
- 2.29 "Occupation Date" the date when any part of the Development is first occupied other than for the purposes of fitting out, security and marketing and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.30 "Older Resident" a Resident who is 60 (sixty) years of age or older
- 2.31 "Parking Management Plan" A plan setting out the measures to be adopted to manage the allocation of on-site parking including matters such as:
- (a) who is entitled to park vehicles onsite;
 - (b) how drivers will request vehicles from and deposit vehicles to the car stacker;
 - (c) how the process will be managed in case of a backlog;
 - (d) the management and monitoring of the car stacker by staff;
 - (e) avoiding any disruption to the surrounding traffic network including disruption from cars waiting for the stacker; and
 - (f) provision for updating the plan if agreed in writing with the Council
- 2.32 "the Parties" mean the Council and the Owner and the Mortgagee
- 2.33 "the Pedestrian, Cycling and Environmental Improvements Contribution" the sum of £33,000 (thirty three thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of

receipt for the provision of various pedestrian cycle and public realm improvements in the vicinity of the Development

2.34 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 27 January 2015 for which a resolution to grant permission has been passed conditionally under reference number 2014/7851/P subject to conclusion of this Agreement

2.35 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to s106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.36 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

2.37 "the Property" the land known as Arthur West House, 79 Fitzjohn's Avenue, London NW3 6PA the same as shown shaded grey on the plan annexed hereto

2.38 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.39 "Resident" an individual owner or occupier of a Residential Unit

- 2.40 "Residential Units" the 60 residential units forming part of the Development and "Residential Unit" shall be construed accordingly
- 2.41 "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
- 2.42 "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
- 2.43 "the Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the 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

2.44 "Shared Facilities"

the shared facilities located on the Lower Ground and Ground floors of the Development for use by Residents and intended to be beneficial particularly to the Older Residents as set out in the documents submitted with the Planning Application comprising the following:

- Staff Facilities
- Cycle Store
- Mobility Scooter Storage
- Gym
- Guest Suite
- Wellness Centre (inc. treatment rooms, spa, sauna, etc)
- Restaurant and Associated kitchen
- Rear Garden

(or as amended from time to time by agreement between the Owner and the Council)

2.45 "the Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation incorporating the measures set out in the submission document entitled "Sustainability and Energy Statement – Design and Construction by Max Fordham LLP Issue D dated 17 December 2014 which shall :-

- (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-Construction Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.46 "the Travel Plan
Monitoring Contribution"

the sum of £6,002 (six thousand 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

2.47 "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

2.48 "Travel Plan"

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

- (a) the elements set out in the Fifth Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;
- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation

Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and

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

2.49 "Viability Update Assessment"

an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-

- (a) be in the same form as the Owner's viability assessment titled "GL Hearn Development Appraisal - FVA - Pegasus Life - Fitzjohns Avenue" and dated 1 April 2015 or such other form as agreed by the Council in writing;
- (b) be based on the developer's return of twenty (20) percent on gross development value (GDV) or such alternative percentage as agreed with the Council in writing;
- (c) be based on the Owner's viability assessment titled "GL Hearn Development Appraisal - FVA - Pegasus Life - Fitzjohns Avenue" and dated 1 April 2015

with a view inter alia to evidence to the Council's reasonable satisfaction the residual

site value of the Property such assessment shall include (but not be limited to) the following:-

- (c) a copy of the Owner's viability assessment titled "GL Hearn Development Appraisal - FVA - Pegasus Life - Fitzjohns Avenue" and dated 1 April 2015;
- (d) receipted invoices; certified costs; certified copies of sales or rental contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;
- (e) a solicitors certification confirming the sales of the Residential Units were arm's length third party bona fide transactions and not:-
 - (i) designed to reduce the revenue received from sales of the Residential Units forming part of the Development;
 - (ii) confined to transactions between the Owner and subsidiary companies of the Owner;
 - (iii) transactions between the Owner and its employees; or
 - (iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;
- (f) payment of £5,000 to cover the Council's costs in verifying the material and

information contained within the assessment; and

(g) any further information the Council acting reasonably requires

2.50 "Viability Update Deficit" a negative figure or figure of zero produced from the Viability Update Assessment by taking the residual site value of the Development and subtracting the sum of £22,000,000 (twenty two million pounds)

2.51 "Viability Update Surplus" a positive figure produced from the Viability Update Assessment by taking the residual site value of the Development and subtracting the sum of £22,000,000 (twenty two million pounds)

NOW THIS DEED WITNESSETH as follows:-

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

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Demolition 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 capped" housing in accordance with Clause 4.1 for all relevant purposes.
- 3.9 The Council agrees to repay to the person who paid any sum under this Agreement any amounts paid under this Agreement (with the exception of amounts paid for Affordable Housing) which have not been expended or allocated for expenditure in accordance with this Agreement after receipt of a written request for the same and on or after the tenth anniversary of the date of receipt of the payment by the Council.
- 3.10 Where under this Agreement any notice, approval, consent, certificate or agreement, is required to be given by any party such notice, approval, consent, certificate or agreement shall not be unreasonable or unreasonably withheld or delayed.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:

4.1 **CAR CAPPED**

- 4.1.1 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.

4.1.2 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 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 4.1 of this Agreement.

4.2 BASEMENT APPROVAL IN PRINCIPLE

4.2.1 On or prior to the Demolition Implementation Date to:-

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

4.2.2 Not to Implement Demolition or permit Implementation of Demolition until such time as:

- (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.

4.3 BASEMENT CONSTRUCTION PLAN

4.3.1 On or prior to the Construction Implementation Date to provide the Council for approval the Basement Construction Plan.

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

4.3.3 The Owner acknowledges and agrees that the Council will not approve the Basement Construction Plan unless it demonstrates by way of certification by a suitably qualified engineer from a recognised professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.

4.3.4 To ensure that throughout the Construction Phase the construction of 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 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 upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.3.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised professional body confirming that the measures incorporated in the Basement Construction Plan as approved by the Council have been incorporated into the Development.

4.3.6 Following the Occupation Date the Owner shall manage the Development in strict accordance with the Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4.4 DEMOLITION MANAGEMENT PLAN

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

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

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

4.4.4 To ensure that throughout Demolition the Development shall not be carried out otherwise than in strict accordance with the requirements of the Demolition Management Plan and not to permit the carrying out of any works comprised in Demolition at any time when the requirements of the Demolition 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.

4.5 **CONSTRUCTION MANAGEMENT PLAN**

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

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

4.5.3 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 a minimal practicable impact on and disturbance to the surrounding environment and highway network.

4.5.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in 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 forthwith take any steps required to remedy such non-compliance.

4.6 SERVICE MANAGEMENT PLAN

4.6.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Service Management Plan.

4.6.2 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.

4.6.3 After the Occupation Date the Owner shall manage the Development in strict accordance with the Service Management Plan as approved by the Council from time to time and in the event of any breach shall forthwith take any steps required to remedy such non-compliance..

4.7 TRAVEL PLAN

4.7.1 On or prior to the Construction Implementation Date to:-

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

4.7.2 Not to Implement Construction or permit Implementation of Construction 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.

4.7.3 After the Occupation Date the Owner shall manage the Development in strict accordance with the Travel Plan as approved by the Council from time to time and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4.8 PARKING MANAGEMENT PLAN

- 4.8.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Parking Management Plan.
- 4.8.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Parking Management Plan as demonstrated by written notice to that effect.
- 4.8.3 After the Occupation Date the Owner shall manage the Development in strict accordance with the Parking Management Plan as approved by the Council from time to time and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4.9 SUSTAINABILITY PLAN

- 4.9.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.9.2 Not to Implement Construction nor permit Implementation of Construction until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.9.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.9.4 Following the Occupation Date the Owner shall manage the Development in strict accordance with the Sustainability Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4.10 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.10.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.10.2 Not to Implement Construction nor permit Implementation of Construction until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.10.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.10.4 Following the Occupation Date the Owner shall manage the Development in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and in the event of any breach shall forthwith take any steps required to remedy such breach.

4.11 SUBSEQUENT AFFORDABLE HOUSING

4.11.1 If at any time after the date of this Agreement:-

- (a) any planning permission is granted for the further development of the Property which gives consent for the development 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 to secure that an appropriate financial contribution in lieu of on-site affordable housing be paid to the Council PROVIDED THAT such payment shall only be payable upon implementation of the additional residential floorspace and/or additional residential units (or such period as otherwise agreed in the s106 agreement).

4.11.2 Not to Occupy or allow Occupation of any of the additional residential floorspace and/or additional residential units created under Clause 4.11.1 of this Agreement until such time as any additional financial contribution as agreed with the Council has been paid.

4.12 DEFERRED AFFORDABLE HOUSING CONTRIBUTION

4.12.1 The Parties agree that notwithstanding the remaining clauses in 4.12 of this Agreement, the Owner may at any time following Implementation of Demolition pay the Council the Affordable Housing Deferred Contribution in full.

4.12.2 To submit the Viability Update Assessment to the Council for approval in writing either:-

(a) on the date of issue of the Certificate of Practical Completion; or

(b) at any time after Implementation of Construction ALWAYS PROVIDED the Owner has exchanged on the sale of at least 24 (twenty four) of the Residential Units and provides sufficient information to the Council to evidence the same.

4.12.3 Not to exchange on the sale of more than 27 (twenty seven) of the Residential Units until such time as the Viability Update Assessment has been submitted to the Council for approval in writing..

4.12.4 Upon the issue of the approval of the Viability Update Assessment the Council will provide to the Owner the following:-

(a) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Viability Update Assessment; and

(b) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of clause **4.12** of this Agreement as being recoverable from the Affordable Housing Deferred Contribution under the terms of this Agreement **AND** any payment of the Camden CIL Saving made to the Council in accordance with clause 4.13 of

this Agreement shall have been deducted prior to specifying the sum **AND** the Viability Certified Sum shall not exceed £7,327,250.

4.12.5 If the Assessment Certified Sum exceeds the £5,000 payment made in accordance with clause **2.49(f)** of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.12.6 In the event the approved Viability Update Assessment shows a Viability Update Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Viability Certified Sum or any part thereof.

4.12.7 In the event the Viability Update Assessment shows a Viability Update Surplus that is less than two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Affordable Housing Deferred Contribution.

4.12.8 In the event the Viability Update Assessment shows a Viability Update Surplus that is greater than or equal to two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be the full amount of the Affordable Housing Deferred Contribution.

4.12.9 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.

4.12.10 Not to Occupy or permit Occupation of more than 29 (twenty nine) Residential Units until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

4.12.11 For the purposes of this clause 4.12 the Parties shall operate under the following:-

- (i) the Owner will provide no less than 28 days notice that they intend to submit the Viability Update Assessment to the Council for approval;
- (ii) upon receipt of the Viability Update Assessment the Council will use reasonable endeavours to respond to the Owner in writing within 28 days

of receipt whether it approves or wishes to question or challenge any one or more of the constituent parts of the Viability Update Assessment;

- (iii) if the Council agrees the Viability Update Assessment the document shall be deemed agreed for the purposes of clause 4.12 of this Agreement;
- (iv) if the Council wishes to question or challenge the Viability Update Assessment the Parties shall attempt to resolve their differences by discussion directly or through their appointed representatives and shall act in good faith and cooperate with each other in order to reach agreement as quickly as possible.

4.13 CAMDEN CIL SAVING

4.13.1 If the Viability Update Assessment shows a Viability Update Surplus that is equal to or more than the Camden CIL Saving, then the Owner shall pay to the Council the amount of the Camden CIL Saving within 7 days of submitting the Viability Update Assessment in accordance with clause **4.12.2** and such payment shall be used by the Council as an up front payment towards Affordable Housing within the London Borough of Camden.

4.13.2 The Owner agrees and acknowledges that the Camden CIL Saving will be payable irrespective of the issue of the certificate specifying the Viability Certified Sum in accordance with clause **4.12.4** and that the Council may not provide the certificate until payment of the Camden CIL Saving has been received.

4.13.3 When issuing the certificate specifying the Viability Certified Sum the Council acknowledges that such sum shall

- (i) have deducted from it any payment of the Camden CIL Saving made to the Council in accordance with clause **4.13.1** of this Agreement; or
- (ii) have added to it any Camden CIL Saving due in accordance with clause **4.13.1** but for which payment has not yet been received.

4.14 HIGHWAYS CONTRIBUTION

- 4.14.1 On or prior to the Demolition Implementation Date to pay to the Council the Highways Contribution in full.
- 4.14.2 On or prior to the Demolition Implementation Date to submit to the Council the Level Plans for approval.
- 4.14.3 Not to Implement Demolition or to permit Implementation of Demolition until such time as the Council has received the Highways Contribution in full.
- 4.14.4 Not to Implement Demolition nor permit Implementation of Demolition until such time as the Council has approved the Level Plans.
- 4.14.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.14.6 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.
- 4.14.7 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.

4.15 PEDESTRIAN, CYCLING AND ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION

- 4.15.1 On or prior to the Demolition Implementation Date to pay to the Council the Pedestrian, Cycling and Environmental Improvements Contribution in full.
- 4.15.2 Not to Implement Demolition or to permit Implementation of Demolition until such time as the Council has received the Pedestrian, Cycling and Environmental Improvements Contribution in full.

4.16 EMPLOYMENT AND TRAINING PLAN

- 4.16.1 On or prior to the Construction Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.16.2 Not to Implement Construction nor permit Implementation of Construction until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.16.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Employment and Training 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.

4.17 LOCAL EMPLOYMENT

- 4.17.1 In carrying out the works comprised in Demolition and throughout 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.
- 4.17.2 In order to facilitate compliance with the requirements of sub-clause 4.17.1 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 Kings Cross Construction Centre and employed during the Construction Phase.

4.17.3 The Owner shall:

- (a) Prior to the Demolition Implementation Date pay to the Council the Apprentice Support Fee; and
- (b) Not Implement Demolition or allow Implementation of Demolition until such time as the Apprentice Support Fee has been paid in full.

4.17.4 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than 7 (seven) 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.

4.17.5 If the Owner is unable to provide the apprentices in accordance with Clause 4.17.4 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 full; and
- (b) shall not Occupy or permit Occupation until such time as the Additional Training and Employment Contribution has been paid in full.

4.17.6 Notwithstanding the provisions in clause 4.17.4 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.

4.18 LOCAL PROCUREMENT

4.18.1 Prior to the Construction Implementation Date to agree a programme during the construction of the Development 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.

4.18.2 On or prior to the Construction Implementation Date 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.

4.18.3 To ensure that throughout the Construction Phase 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.

4.18.4 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.

4.19 ACCOMMODATION FOR OLDER PEOPLE

4.19.1 The Owner agrees that the Development will be operated as accommodation for older people with communal facilities as set out in the description of Development.

4.19.2 The Owner agrees that at all times and in perpetuity the Development shall be restricted such that only Older Residents are permitted to Occupy the Residential Units SAVE FOR:

- (i) a spouse, civil partner, cohabitating partner or dependent of an Older Resident who is residing with that Older Resident PROVIDED THAT such person is 55 (fifty five) years of age or older;
- (ii) any carer or guest of an Older Resident who is residing with that Older Resident;
- (iii) a spouse, civil partner, cohabitating partner or dependent of an Older Resident who is 55 (fifty five) years of age or older AND WHO was permanently residing with that Older Resident BUT WHERE that Older Resident no longer Occupies the Residential Unit due to ill-health or death AND FOR THE AVOIDANCE OF DOUBT this exception shall cease to apply once such person vacates the Residential Unit or has disposed of his or her interest in the Residential Unit (whichever event comes earlier).

4.19.3 The Owner shall ensure that prior to any person becoming an owner or Occupier of a Residential Unit each new owner or Occupier is aware of the restrictions on Occupation set out in this clause 4.19.

4.20 USE OF DEVELOPMENT

4.20.1 At all times and in perpetuity the whole of the Development is maintained and operated as self contained specialist accommodation with Shared Facilities for older people and for no other purpose.

4.20.2 The Shared Facilities shall at all times and in perpetuity be operated on a not for profit basis for the Owner.

4.20.3 If requested to do so, the Owner agrees to provide the Council written evidence of compliance with clause 4.20.1 and 4.20.2 within 14 days of receipt of a written request for the same.

4.20.4 If the Development is not maintained and operated in accordance with this clause 4.20 the Owner shall take all necessary immediate steps necessary to remedy any such breach.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Demolition Implementation Date specifying that Implementation of Demolition has taken or is about to take place. The Owner shall also give written notice to the Council on or prior to the Construction Implementation Date specifying that Implementation of Construction has taken or is about to take place
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2014/7851/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner and the Council shall act in good faith and shall co-operate with each other 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 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.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2014/7851/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 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 2014/7851/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.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items Retail Prices Index ("the AllRP") figure last published by the Office for National Statistic at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

5.10 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 2014/7851/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. The Owner further agrees to pay to the Council £11,175 in order for the Council to monitor the observance and performance of the obligations of this Agreement and the administration of the provisions of this Agreement.

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

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything

contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner, 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 or the part of the Property in respect of which the breach occurs 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 the commencement of Development this Agreement shall forthwith determine and cease to have effect.
- 6.9 This Agreement shall not be enforceable against any Resident or any person deriving title from any such Resident other than in relation to clauses 4.1 (Car Capping) 4.5 (Travel Plan) 4.6 (Parking Management Plan) and 4.16 (Accommodation for Older People).

7. MORTGAGEE EXEMPTION

- 7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property as mortgagee in possession in

which case it will be bound by the obligations as a person deriving title from the Owner but only to the extent that the obligations falling on the Owner at the date the Mortgagee exercises such power are outstanding and continue to bind the land over which the Mortgagee has exercised its power.

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 and Mortgagee have executed this instrument as their Deed the day and year first before written

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

.....
Director *[Signature]* in the presence of *[Signature]*

.....
Director/Secretary WITNESSED BY GEMMA GROVE
& BARBARA CLOSE
BASINGSTOKE, RG23 7ND.

EXECUTED as a DEED)
on behalf of)
DEUTSCHE BANK AG, LONDON)
BRANCH)

By: *[Signature]*
By: *[Signature]*

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

.....
Authorised Signatory *[Signature]*



FIRST SCHEDULE
The Burland Category of Damage

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion. Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C566)

Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells

THE SECOND SCHEDULE
Demolition Management Plan and Construction Management Plan
Highway Measures

A Demolition Management Plan and Construction Management Plan outline 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 Demolition Management Plan should cover demolition phases of development. A Construction Management Plan should cover construction phases of development. Details of the Demolition Management Plan and Construction Management Plans 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 Demolition Management Plan and Construction Management Plans 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 Demolition Management Plan and Construction Management Plans 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 draft Demolition Management Plan and Construction Management Plans 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 Demolition Management Plan and Construction Management Plans should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Demolition Management Plan and Construction Management Plans 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 Demolition Management Plan and Construction Management Plans take into consideration the cumulative effects of construction local to your site.
 - u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-
 - 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
 - 2) All drivers must have undertaken 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 Demolition Management Plan and Construction Management Plans should also include the following statement:-

"The agreed contents of the [Demolition Management Plan] [Construction Management Plan] must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this the [Demolition Management Plan] [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 Demolition Management Plan or Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

THE THIRD SCHEDULE
Demolition Management Plan and 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 Demolition Management Plan and Construction Management Plans 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 away 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 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 Owner s and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

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

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

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

Facilities Management

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

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

THE FIFTH SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

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

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

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

Consideration must be given to the provision and management of Taxi access to the Property
3. **Traffic Restraint**

The Plan must seek to reduce the volume and impact of vehicles generated by the Development
4. **On-Street Parking Controls**

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

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

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

1. **Review the Property's Transport Accessibility**

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

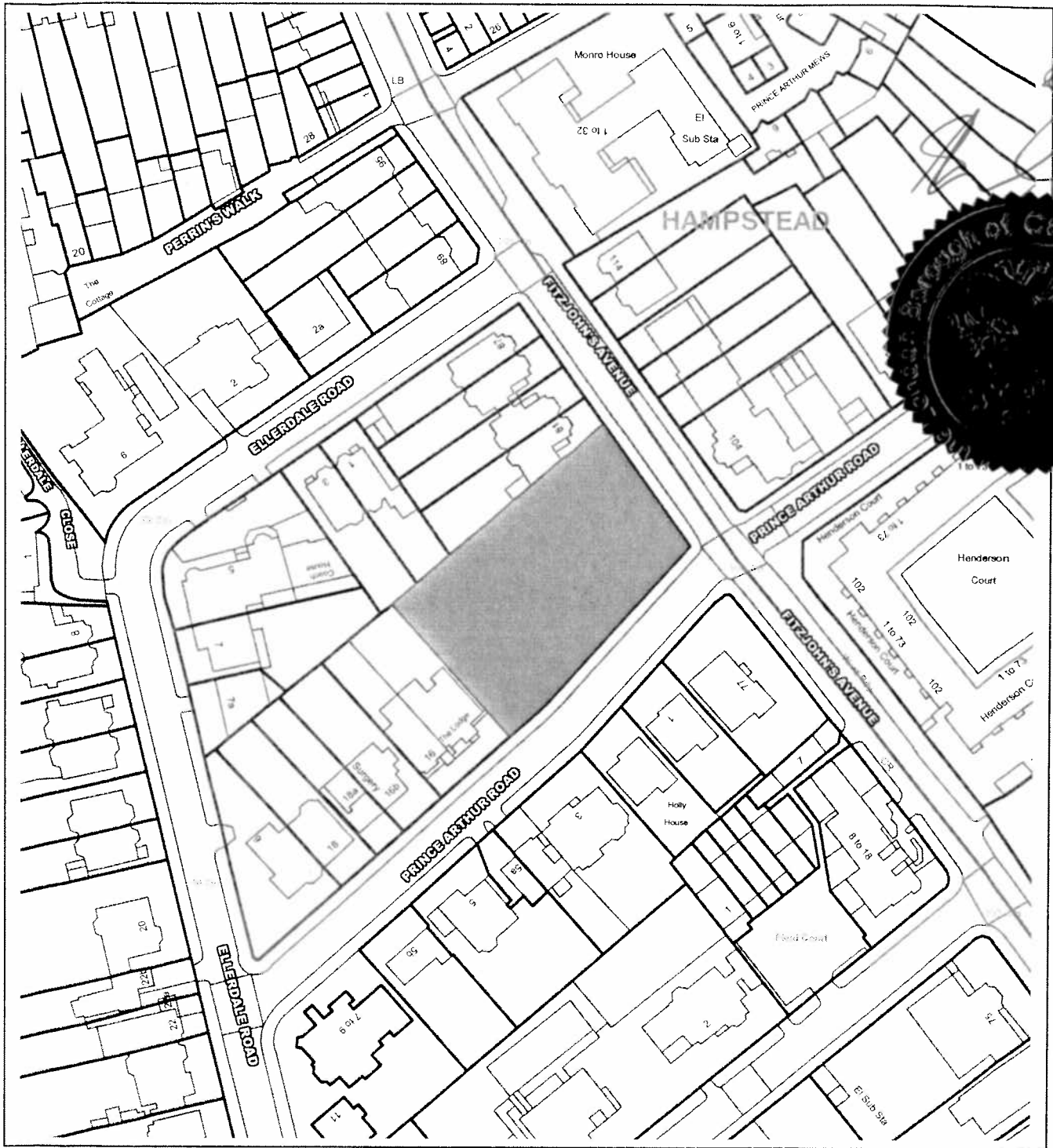
The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how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



79 Fitzjohn's Avenue London NW3 6PA

8 BARRA CLO
BASINGSTOLE
RG23 7ND.

Handwritten signature



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

Application Ref: **2014/7851/P**

24 August 2015

Dear Sir/Madam

DRAFT

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:

**Arthur West House
79 Fitzjohn's Avenue
London
NW3 6PA**

Proposal:

DECISION

Demolition of hostel and erection of 3 - 6 storey building plus roof plant enclosure and excavation of 2 storey basement to provide 33 self-contained wheelchair accessible flats for the care & well-being of older people (13 x 2-bed & 20 x 3-bed) including ancillary extra-care and treatment rooms, restaurant, health & well-being facility, gym, communal lounges, guest suite, cycle and mobility scooter storage and staff facilities with basement level car park, communal garden and associated landscaping.

Drawing Nos:

Existing drawings:

276/4001, 276/4100, 276/4110, 276/4111, 276/4112, 276/4113, 276/4114, 276/4115, 276/4116, 276/4150, 276/4151, 276/4175, 276/4176, 276/4177 & 276/4178

Proposed drawings:

276/4200a, 276/4211f, 276/4212g, 276/4213g, 276/4214f, 276/4215f, 276/4216f, 276/4217f, 276/4218f, 276/4219c, 276/4220f, 276/4221a, 276/4222a, 276/4223c, 276/4224a, 276/4225d, 276/4226a, 276/4227a, 276/4228c, 276/4229, 276/4230a, 276/4260b, 276/4261b, 276/4262b, 276/4295b, 276/4296b, 276/4297b, 276/4298b, 276/4400, LL489-000-0001 B, J4901 & LL489-150-0011.

Supporting documents:

Cover letter by Tibbalds dated 19 December 2014, Cover letter by Tibbalds dated 26 March 2015, Planning, Design and Access Statement (incorporating the landscape

strategy prepared by Camlins and Townscape and Heritage Visual Impact Assessment) by Sergison Bates Architects, Tibbalds and Barton Willmore dated December 2014, Planning, Design and Access Statement Addendum by Sergison Bates dated March 2015, Addendum to Heritage and Conservation Assessment by Tibbalds dated March 2015, Townscape and Visual Addendum by Barton Willmore dated March 2015, Townscape and Visual Addendum Verified Photomontages – Methodology and Supporting Evidence by Designhive dated March 2015, Photomontage Views P1, P2, P4 & P5, Summer and Winter, Full Size by Barton Willmore dated March 2015, Area Schedule Rev E by Sergison Bates dated 5th May 2015, Statement of Community Involvement by Keeble Brown dated December 2014, Construction Management Plan by Gleeds dated December 2014, Construction Management Plan Addendum by Gleeds dated March 2015, Sustainability and Energy Statement - Design and Construction by Max Fordham LLP Issue D dated 17 December 2014, Basement Impact Assessment by Symmetrys Limited dated December 2014, Transport Assessment (including Delivery and Servicing Plan and Travel Plan) by TTP Consulting dated March 2015, Draft Delivery and Servicing Plan by TTP Consulting dated March 2015, Arboricultural Survey and Impact Assessment by Tree Maintenance Limited dated December 2014, Tree Survey, Implications Assessment and Outline Protection Method Statement (Addendum) by Tree Maintenance Limited dated March 2015, Noise and Vibration Report Issue D by Max Fordham LLP dated 17 December 2014, Ground Investigation Survey and Contaminated Land Assessment (Phase 2) by Ian Farmer Associates Limited dated November 2014, Ecological Appraisal by Camlins dated August 2014, Daylight, Sunlight and Overshadowing Assessment by EB7 dated 17 December 2014, Addendum to the submitted daylight and sunlight assessment by EB7 dated 13 March 2015, Letter recommending no archaeological requirement from English Heritage dated 30 October 2014, Air Quality Assessment by AECOM dated February 2015, Air Quality Assessment Addendum by AECOM dated March 2015, Barrister Opinion by Morag Ellis dated 1 August 2014, Molecular Filter Lifetime Determination Report by Camfil dated 26 February 2015, Financial Viability Report by GL Hearn dated 19 February 2015, Development Appraisal by GL Hearn dated 1 April 2015, Independent Review of Assessment of Viability by BPS dated 29 March 2015, Independent Review of Assessment of Viability Addendum Report by BPS dated 24 April 2015, Independent Review of Basement Impact Assessment by LBH Wembley dated March 2015, and Barrister Opinion by Timothy Corner QC dated 10 April 2015.

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

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

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

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

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

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

Existing drawings: 276/4001, 276/4100, 276/4110, 276/4111, 276/4112, 276/4113, 276/4114, 276/4115, 276/4116, 276/4150, 276/4151, 276/4175, 276/4176, 276/4177 & 276/4178

Proposed drawings: 276/4200a, 276/4211f, 276/4212g, 276/4213g, 276/4214f, 276/4215f, 276/4216f, 276/4217f, 276/4218f, 276/4219c, 276/4220f, 276/4221a, 276/4222a, 276/4223c, 276/4224a, 276/4225d, 276/4226a, 276/4227a, 276/4228c, 276/4229, 276/4230a, 276/4260b, 276/4261b, 276/4262b, 276/4295b, 276/4296b, 276/4297b, 276/4298b, 276/4400, LL489-000-0001 B, J4901 and LL489-150-0011.

Supporting documents: Cover letter by Tibbalds dated 19 December 2014, Cover letter by Tibbalds dated 26 March 2015, Planning, Design and Access Statement (incorporating the landscape strategy prepared by Camlins and Townscape and Heritage Visual Impact Assessment) by Sergison Bates Architects, Tibbalds and Barton Willmore dated December 2014, Planning, Design and Access Statement Addendum by Sergison Bates dated March 2015, Addendum to Heritage and Conservation Assessment by Tibbalds dated March 2015, Townscape and Visual Addendum by Barton Willmore dated March 2015, Townscape and Visual Addendum Verified Photomontages - Methodology and Supporting Evidence by Designhive dated March 2015, Photomontage Views P1, P2, P4 & P5, Summer and Winter, Full Size by Barton Willmore dated March 2015, Area Schedule Rev E by Sergison Bates dated 5th May 2015, Statement of Community Involvement by Keeble Brown dated December 2014, Construction Management Plan by Gleeds dated December 2014, Construction Management Plan Addendum by Gleeds dated March 2015, Sustainability and Energy Statement - Design and Construction by Max Fordham LLP Issue D dated 17 December 2014, Basement Impact Assessment by Symmetrys Limited dated December 2014, Transport Assessment (including Delivery and Servicing Plan and Travel Plan) by TTP Consulting dated March 2015, Draft Delivery and Servicing Plan by TTP Consulting dated March 2015, Arboricultural Survey and Impact Assessment by Tree Maintenance Limited dated December 2014, Tree Survey, Implications Assessment and Outline Protection Method Statement (Addendum) by Tree Maintenance Limited dated March 2015, Noise and Vibration Report Issue D by Max Fordham LLP dated 17 December 2014, Ground Investigation Survey and Contaminated Land Assessment (Phase 2) by Ian Farmer Associates Limited dated November 2014, Ecological Appraisal by Camlins dated August 2014, Daylight, Sunlight and Overshadowing Assessment by EB7 dated 17 December 2014, Addendum to the submitted daylight and sunlight assessment by EB7 dated 13 March 2015, Letter recommending no archaeological requirement from English Heritage dated 30 October 2014, Air Quality Assessment by AECOM dated February 2015, Air Quality Assessment Addendum by AECOM dated March 2015, Barrister Opinion by Morag Ellis dated 1 August 2014, Molecular Filter Lifetime Determination

Report by Camfill dated 26 February 2015, Financial Viability Report by GL Hearn dated 19 February 2015, Development Appraisal by GL Hearn dated 1 April 2015, Independent Review of Assessment of Viability by BPS dated 29 March 2015, Independent Review of Assessment of Viability Addendum Report by BPS dated 24 April 2015, Independent Review of Basement Impact Assessment by LBH Wembley dated March 2015, and Barrister Opinion by Timothy Corner QC dated 10 April 2015.

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

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

- a) Plan, elevation and section drawings, including jambs, head and cill, of all new external window and door at a scale of 1:10 with typical glazing bar details at 1:1.
- b) Typical details of new railings and balustrade at a scale of 1:10 with finials at 1:1, including method of fixing.
- c) Samples and manufacturer's details of new facing materials including brickwork and windows and door units shall be submitted to and approved by the local planning authority prior to commencement of the development and implemented in accordance with any such approval. Brickwork panels of a minimum 1.5m x 1.5m shall be presented on-site.

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.

- 4 Prior to the commencement of work on the superstructure, full details of hard and soft landscaping and means of enclosure of all un-built, open areas shall be submitted to and approved by the local planning authority in writing. Such details shall include details of proposed planting (including species and planting density), details of 2 additional trees on-site along Fitzjohn's Avenue, pruning details of existing trees, detailed hardstand materials and layout, screen planting for ground floor flats, and details of boundary walls/fences. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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

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

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to the commencement of work on the superstructure, details of at least 37 cycle parking spaces comprising 33 covered, secure and fully enclosed cycle storage/parking spaces for residents and 4 secure cycle parking spaces for staff and visitors and showering, changing and locker facilities for staff shall be submitted to and approved 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 CS11 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.

- 7 Prior to the commencement of work on the superstructure a plan showing details of the green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority.

The green roof and green wall shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof and green wall are suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Piling or any other foundation designs using penetrative methods shall not be permitted unless a piling method statement, prepared in consultation with Thames Water or the relevant statutory undertaker, detailing the type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water or sewerage infrastructure, and the programme for the works, has been submitted to and approved in writing by the Local Planning Authority. The piling shall be undertaken in accordance with the approved method statement.

Reason: To safeguard existing underground sewerage utility infrastructure and controlled waters in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Prior to the commencement of basement excavation full details of a sustainable urban drainage system with associated scheme of maintenance, prepared in accordance with the SUDS hierarchy detailing any on and/or off site drainage works shall be submitted to and approved in writing by the local planning authority in consultation with the sewerage undertaker. Such a system should be designed to accommodate all storms up to and including a 1:100 year storm with a 30% provision for climate change, and shall demonstrate at least 50% reduction in run off rate from the existing conditions.

The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS5, CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 10 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.

- 11 The internal noise levels in the dwellings hereby approved shall not exceed an indoor ambient noise levels in unoccupied rooms of 30 dB(A) LA eq (1hour) and individual noise events shall not exceed 45 dB L_{Amax} at any time of day or night.

Prior to first occupation of the development hereby approved, noise testing and an associated report to demonstrate compliance with the above levels shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the occupiers of the proposed flats are not unduly disturbed by nuisance from traffic noise, in accordance with policy CS5 of the Camden Core Strategy and policies DP26 and DP28 of the Camden Development Policies of the Camden Local Development Framework.

- 12 Enhanced sound insulation value D_{nT,w} and L_{nT,w} of at least 5dB above the Building Regulations values required by Part E 2014, for the floor/ceiling/wall structures separating different types of rooms in adjoining dwellings, namely living room and kitchens above bedroom and between the car stacker and the unit marked 'B.05' on the approved drawings shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure the occupiers of the proposed flats are not unduly disturbed by nuisance from traffic noise, in accordance with policy CS5 of the Camden Core Strategy and policies DP26 and DP28 of the Camden Development Policies of the Camden Local Development Framework.

- 13 The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the lowest existing background noise level by at least 5dBA, by 10dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises are not adversely affected by noise from mechanical installations/equipment, in accordance with policy CS5 of the Camden Core Strategy and policies DP26 and DP28 of the Camden Development Policies of the Camden Local Development Framework.

- 14 Prior to the commencement of work on the superstructure a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to first occupation of the development and permanently retained thereafter.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (Consolidated with Alterations Since 2004) and Camden Planning Guidance 2006 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 15 No part of the flat roof areas hereby approved shall be used as roof terraces, and the use of 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 policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 16 All trees to be retained and those growing on adjoining sites and public land shall be retained and protected from damage prior to commencement of works on site in accordance with the approved protection details in Tree Survey, Implications Assessment and Outline Protection Method Statement by Tree Maintenance Limited dated December 2014.

Pruning shall only be undertaken in accordance with the approved details required by condition 4 above.

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

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

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

- 18 Prior to any excavation, a suitably qualified chartered engineer with membership of the appropriate professional body shall be appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 19 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 20 The refuse storage 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 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 21 All removal of trees, hedgerows, shrubs, scrub or tall herbaceous vegetation shall be undertaken between September and February inclusive. If this is not possible then a suitably qualified ecologist shall check the areas concerned immediately prior to the clearance works to ensure that no nesting or nest-building birds are present. If any nesting birds are present then the vegetation shall not be removed until the fledglings have left the nest.

Reason: Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (Consolidated with Alterations Since 2004) and

Camden Planning Guidance 2006 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 22 Full details of a lighting strategy, to include information about potential light spill on to neighbouring buildings, trees and lines of vegetation to minimise impact on bats, shall be submitted to and approved by the Local Planning Authority, in writing, before the development commences. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the premises are first occupied.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (Consolidated with Alterations Since 2004) and Camden Planning Guidance 2006 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 The London Borough of Camden introduced the Community Infrastructure Levy (CIL) on the 1st of April 2015 to help pay for local infrastructure. This is in addition to the Mayoral CIL which helps fund the Crossrail introduced 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 the CIL charge.

The proposed CIL charge will be calculated in accordance with the regulations set out in Part 5 of the Community Infrastructure Levy Regulations 2010 (as amended). For further information on the Camden CIL or Mayoral CIL charge please refer to the information on the Camden website which may be accessed via the following link: http://www.camden.gov.uk/ccm/cms-service/stream/asset/?asset_id=3298006

You are required to assume liability and notify the CIL team on commencement using the forms that can be downloaded from the planning portal; <http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will issue an assumption of liability setting out the calculation and CIL demand notice setting out the method of payment accordingly. 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 queries 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 fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.
- 6 No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed except during the construction stage.

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

Yours faithfully

Culture and Environment Directorate



DATED 28 August 2015

(1) PEGASUSLIFE DEVELOPMENT LIMITED

and

(2) DEUTSCHE BANK AG, LONDON BRANCH

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

ARTHUR WEST HOUSE, 79 FITZJOHN'S AVENUE LONDON NW3 6PA

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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

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PLANNING/CJ/1781.238
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