

DATED

27 August

2015

(1) LLOYDS PROJECT LEASING LIMITED

and

(2) UNIVERSITY COLLEGE LONDON

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

**ASTOR COLLEGE, 99 CHARLOTTE STREET LONDON W1T 4QB**

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

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PLANNING/CJ/1781.155  
final



THIS AGREEMENT is made the 27 day of August 2015

**B E T W E E N:**

1. **LLOYDS PROJECT LEASING LIMITED** (Co. Regn. No. 1280300) of 71 Lombard Street, London EC3P 3BS (hereinafter called "the Freeholder")
2. **UNIVERSITY COLLEGE LONDON** of Gower Street, London WC1E 6BT (hereinafter called "the Leaseholder")
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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL721985.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL738693.
- 1.3 The Freeholder and Leaseholder both interested in the Property for the purposes of Section 106 of the Act.
- 1.4 Subject always and without prejudice to the provisions of Clause 9 of this Agreement, the Freeholder and Leaseholder shall henceforth together be referred to as "the Owner".
- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 3 March 2015 and the Council resolved to grant permission conditionally under reference number 2015/1139/P subject to the conclusion of this legal Agreement.
- 1.6 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and having regard to its development plan and policies 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.

- 1.7 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. **DEFINITIONS**

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

- |     |   |  |
|-----|---|--|
| 2.1 | "the Act"   | the Town and Country Planning Act 1990 (as amended)  |
| 2.2 | "the Additional Training and Employment Contribution" | the sum of £7,500 (seven thousand five hundred pounds) in respect of each individual apprentice not provided under clause 4.10 of this Agreement 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 | "the Agreement"                                       | this Planning Obligation made pursuant to Section 106 of the Act   |
| 2.4 | "Bedford Passage"                                     | the new pedestrian route passing through the Property from Charlotte Street to the rear of the Middlesex Hospital annexe and providing a route to Cleveland Street and which is shown hatched in red on <b>Plan A</b> annexed hereto   |

- 2.5 "Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.6 "the Construction Apprentice Support Contribution" the sum of £1,500 (one thousand five hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice
- 2.7 "Construction Management Plan" a plan setting out the site specific 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 of the Existing Buildings or structures on the Property and the building out of the Development;

- (ii) incorporation of the provisions set out in the **First** Schedule annexed hereto
- (iii) incorporation of the provisions set out in the **Second** Schedule annexed hereto
- (iv) proposals to ensure there are no adverse effects on the neighbouring Conservation Area features
- (v) proposals to ensure there are no adverse effects on the neighbouring Grade II listed Strand Union Workhouse Building
- (vi) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (viii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (ix) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

- 2.8 "the Construction Phase" the whole period between
- (i) the Implementation Date and
  - (ii) the date of issue of the Certificate of Practical Completion
- 2.9 "the 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
- 2.10 "the Development" Refurbishment of existing student accommodation (Sui Generis) comprising 2 storey upper ground floor front extension, 8 storey rear extension and front central bay extended forward (from 1st to 6th floor) to provide 60 additional bedrooms, elevational alterations including overcladding, relocation of main access, provision of ground floor cafe (Class A3) and pedestrianisation of Bedford Passage as shown on drawing numbers:- Site location plan 2869; L047 P4; L48 P3; L49 P6; L50 P6; L51 P6; L57 P6; L58 P4; L198 P4; L199 P4; L200 P2; L210 P3; L211 P3; L212 P2; L213 P3; L098 P3; L099 P19; L100 P21; L101 P16; L103 P20; L104 P3; L201 P11; L202 P10; L203 P3; L250 P14; L251 P14; L252 P14; L253 P3; L900 P2; Design and Access Statement Feb 2015; Transport Statement Feb 2015; Plant noise assessment Feb 2015; Energy and Sustainability Statement including BREEAM Pre-Assessment Feb 2015; Daylight/sunlight Assessment Feb 2015; Planning Statement Feb 2015

2.11 “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 4.10 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 11 (eleven) work placements);
3. ensure delivery of a minimum of two supplier capacity building workshops/“Meet the Buyer” events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events

2.12 “King’s Cross Construction Centre”

the Council’s flagship skills construction training centre providing advice and information on finding work in the construction industry

2.13 “Local Procurement Code”

the code annexed to the **Third** Schedule hereto

2.14 “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:-

- (b) The incorporation of the measures set out in the submission document entitled Energy and Sustainability Statement including BREEAM Pre-Assessment Feb 2015 accompanying the Planning Application and subsequent amendments agreed in writing by the Council;
- (c) 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 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (d) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (e) full details of the heating strategy for the Property including the amount of heat to be provided from the Sainsbury Wellcome CHP
- (f) Confirmation of the percentage of CO2 reduction as compared with the pre development site
- (g) a building management system being an electronic system to monitor the

Development's heating cooling and the hours of use of plant;

- (h) reasonable endeavours to investigate the possibility of enabling future connection to a local energy network (if such connection were to be possible) at the boundary of the Property;
- (i) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (j) 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
- (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

- 2.15 "the Highways Contribution" the sum of £43,960 (forty three thousand nine hundred and sixty 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 repaving works surrounding the Property and a Traffic Management Order for the resultant kerb-side alterations ("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
- 2.16 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.17 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.18 "Occupation Date" the date when any part of the Development is occupied but for the avoidance of doubt shall not include occupation for the purpose of fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.19	"the Parties"	mean the Council, the Freeholder and the Leaseholder
2.20	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 3 March 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/1139/P subject to conclusion of this Agreement
2.21	"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
2.22	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.23	"the Property"	the land known as Astor College, 99 Charlotte Street, London W1T 4QB the same as shown shaded grey on <b>Plan B</b> annexed hereto
2.24	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.25	"Pedestrian Cycling and Environmental Improvements Contribution"	the sum of £63,000 (sixty 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 towards pedestrian, cycling and

environmental improvements in the vicinity of the Development

2.26 "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

2.27 "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

2.28 "Student"

any full time student at a higher education institution funded by the Higher Education Funding Council for England (or its successor bodies) or student within the Summer User Group and reference to "Students" shall be construed accordingly

2.29 "the Student Accommodation"

All of the student units located at the Property to be used as only as student accommodation the same as shown on the drawings submitted with the Planning Application

2.30 "the Student Accommodation Requirement"

a requirement that the Student Accommodation shall be occupied for no purpose other than as housing available for letting to Students ALWAYS PROVIDED THAT during the months of June, July, August and part of September being the summer holiday period for a period of no more than 20 weeks within any given year the Student Accommodation may be occupied

by Students or students within the Summer User Group

2.31 "Student Management Plan"

a plan binding on all proprietors of the units comprising the Student Accommodation which sets out a package of measures to be adopted by the Owner in the management of the Student Accommodation to include (but not be limited to) the following:-

- (a) incorporation of the elements set out in the "Code of Practice for the Management of Student Housing: The Universities UK Code of Practice for University Managed Student Accommodation" as amended from time to time;
- (b) measures to ensure the behaviour of Students both on and off the Property causes minimum impact on or disruption to local residents;
- (c) provision of a designated community contact for all of the units in the Student Accommodation who has the requisite authority to respond to and address any issues affecting local residents so that such issues can be dealt with in an efficient manner and creating a tangible point of reference if local residents wish to raise any issues;
- (d) measures taken to ensure movements of Students when they move into the Property at the start of each scholastic year and then

move out of the Property at the end of each scholastic year are coordinated and minimise any impact arising from the same; and

(e) a disciplinary procedure for instances where antisocial behaviour arises on or off the Property;

(f) provisions for policing incidents of noise and anti-social behaviour both on and off the Property; and

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

such plan to be managed at all times entirely by the Owner or by one entity appointed by the Owner

2.32 "the Summer User Group"

any student enrolled in an education course during the months of June July August and part of September the duration of which is no more than 20 weeks in any given year at an institution approved by the Council in writing

2.33 "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 Energy and

Sustainability Statement including BREEAM Pre-Assessment Feb 2015 which shall include:-

- (a) a Building Research Establishment Environmental Assessment Method Non Domestic Refurbishment assessment with a target of achieving a Very Good rating and attaining 60% of the credits in each of the Energy Water and Materials categories respectively to be carried out by a recognised independent verification body in respect of the Property
- (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the 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



2.34 “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

2.35 “the Travel Plan Co-ordinator”

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

2.36 “The Travel Plan”

a plan setting out a package of measures to be adopted by the Owner in the management of the entire student accommodation at the Property (that is to say not just the extended facilities) 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 **Fourth** Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;

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

**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 donating actual persons shall include companies corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 and 10 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:

##### **4.1 CAR FREE**

- 4.1.1 To ensure that prior to occupying any 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 4.1.1 of this Agreement.

## **4.2 CONSTRUCTION MANAGEMENT PLAN**

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

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).

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

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

## **4.3 HIGHWAYS CONTRIBUTION**

4.3.1 On or prior to the Implementation Date to pay to the Council the Highways

Contribution in full.

- 4.3.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.3.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.3.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.3.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.3.6 On completion of the Highway Works the Council shall, within 28 days of receipt of a written request for the same, provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.3.7 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.
- 4.3.8 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference.

#### **4.4 PEDESTRIAN, CYCLING AND ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION**

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Pedestrian, Cycling and Environmental Improvements Contribution.
- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian, Cycling and Environmental Improvements Contribution.
- 4.4.3 While the design and scope of the Pedestrian, Cycling and Environmental Improvements works is a matter ultimately for the Council to determine, where

practical the Council shall use reasonable endeavours to consult with the Owner over the works, taking into account any representations made by the Owner.

#### **4.5 TRAVEL PLAN**

4.5.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Travel Plan for approval (such approval not to be unreasonably withheld or delayed); and
- (b) pay to the Council the Travel Plan Monitoring Contribution

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

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

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

#### **4.6 SUSTAINABILITY PLAN**

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

4.6.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council (such approval not to be unreasonably withheld or delayed) as demonstrated by written notice to that effect.

4.6.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) confirming that the

measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

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

#### **4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan (such approval not to be unreasonably withheld or delayed) as demonstrated by written notice to that effect.
- 4.7.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

#### **4.8 STUDENT ACCOMMODATION**

##### **Student Management Plan**

- 4.8.1 On or prior to the Implementation Date to submit a draft of the Student Management Plan to the Council for approval.

- 4.8.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Student Management Plan (such approval not to be unreasonably withheld or delayed) as demonstrated by written notice to that effect.
- 4.8.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being used in strict accordance with the Student Management Plan as approved from time to time by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Student Management Plan and in the event of any breach of this clause to take all reasonable steps necessary to remedy such breach.

#### **Use of Student Accommodation**

- 4.8.4 To ensure that the Student Accommodation is used and occupied for no purpose other than its authorised purpose as housing available for letting as Student Accommodation in accordance with the Student Accommodation Requirement.
- 4.8.5 To ensure that the Student Accommodation is at all times kept as one planning unit.
- 4.8.6 To ensure that both the letting of the Student Accommodation and compliance with the Student Management Plan is managed at all times by the Owner or by one entity appointed by the Owner regardless of the individual proprietorship of the units comprising the Student Accommodation.
- 4.8.7 Not to sell, lease, licence or otherwise dispose of in any form as a separate unit of use or occupation any part of the Student Accommodation unless the Owner has first:
- (a) informed the new proprietor of the planning obligations set out at clause 4.8 of this Agreement;
  - (b) the new proprietor has confirmed in writing that it is bound by and will comply with clause 4.8 of this Agreement and such written confirmation is provided to the Council; and



- (c) the Council has confirmed receipt of the written confirmation described in 4.8.7(b) above as evidenced in writing such confirmation not to be unreasonably withheld or delayed.

4.8.8 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Student Accommodation at any time when the Student Accommodation is not being used in strict accordance with clauses 4.8.4, 4.8.5 and 4.8.6 and shall not Occupy or permit Occupation of the Student Accommodation otherwise than in strict accordance with the requirements of clauses 4.8.4, 4.8.5 and 4.8.6 and in the event of any breach of this clause to forthwith take all necessary steps to remedy such breach.

#### **4.9 EMPLOYMENT AND TRAINING PLAN**

4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

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

4.9.3 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 demolition or 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.

4.9.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment and Training Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Employment and Training Plan

#### 4.10 LOCAL EMPLOYMENT

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

4.10.2 In order to facilitate compliance with the requirements of sub-clause 4.10.1 above the Owner shall use reasonable endeavours to (i) work in partnership with 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.

4.10.3 The Owner shall

- (a) Prior to Implementation pay to the Council the Construction Apprentice Support Contribution in full.
- (b) Not Implement or permit Implementation of the Development until such time as the Council has received the Construction Apprentice Support Contribution in full.

4.10.4 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than 5 (five) construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks (or, such other period as agreed by the Council in writing); and
- (iii) paid at a rate not less than the national minimum wage.

4.10.5 If the Owner is unable to provide the apprentices in accordance with Clause 4.10.4 of this Agreement for reasons demonstrated to the reasonable satisfaction of the Council it shall:-

- (a) within 14 (fourteen) days pay the Council the Additional Training and Employment Contribution in full for each apprentice not provided and
- (b) shall not Occupy or permit Occupation until such time as the Additional Training and Employment Contribution pursuant to clause 4.10.5 (a) above has been paid in full.

4.10.6 Notwithstanding the provisions in clause 4.10.4 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.

#### **4.11 LOCAL PROCUREMENT**

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

4.11.2 On or prior to Implementation 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.

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

4.11.4 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.

#### **4.12 BEDFORD PASSAGE**

4.12.1 Within 21 (twenty one) days of completion of the Middlesex Hospital Annex development and in any event within 21 (twenty one) days of written notice from the Council requesting the same, to remove any gate or other obstruction (save for the existing fire escape and the windows overhanging the passage) so as to allow full pedestrian access across Bedford Passage to and from Charlotte Street.

4.12.2 Subject to clause 4.12.1 above at all times following Occupation the Owner shall ensure that the Bedford Passage is:

- (a) kept open and free from any obstruction;
- (b) available for pedestrians to pass and re-pass on foot only and at any time day or night;
- (c) kept as a vehicle free passage and measures taken such as the installation of bollards (subject to the Council granting planning consent for such bollards and such bollards not to be deemed an obstruction in terms of (a) above) so that the passage is kept free of motor vehicles; and
- (d) repaired and maintained at the Owner's expense.

4.12.3 If at any time the Bedford Passage is not being managed in accordance with clause 4.12 above the Owner shall forthwith take all steps to remedy such non-compliance.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development 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 2015/1139/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall 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 provided that no fee is payable where a request is made to and answered by either a planning officer or the Planning Obligations Monitoring Officer.

- 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 2015/1139/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 2015/1139/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 of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

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 2015/1139/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 properly incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith 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 Freeholder, the Leaseholder nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

## 7. **JOINT AND SEVERAL LIABILITY**

- 7.1 Subject always and without prejudice to the provisions of Clause 9 of this Agreement, all Covenants made by the Freeholder and the Leaseholder in this Agreement are made jointly and severally and shall be enforceable as such.

## 8. **OBLIGATIONS OF THE COUNCIL**

The Council hereby covenants with the Owner as follows:

- 8.1 That in respect of any financial contribution payable pursuant to clause 4 of this Agreement the Council shall apply that contribution as specified in the Agreement.
- 8.2 Any financial contribution paid by the Owner to the Council pursuant to clause 4 of this Agreement which is not used or allocated to be used for the purposes for which it was paid within 8 (eight) years after the Occupation Date shall be re-paid to the



Owner by the Council within 28 (twenty eight) days of a written request for the same by the Owner.

9. **EXCLUSION OF FREEHOLDER**

9.1 No obligation contained in this Agreement shall be binding on the Freeholder until such time as the Freeholder is in possession of the Property (or such part or parts of the Property to which the relevant obligation relates) and it shall have no liability under this Agreement except in respect of its own act or omission in relation to the Property or any part of it after it has taken and while it subsequently remains in possession of the Property or such part.

9.2 The Leaseholder shall indemnify and keep the Freeholder indemnified against the obligations contained in this Agreement and all liability arising from such obligations other than that arising from the Freeholder's own act or omission while it is in possession of the Property or that part of the Property to which the relevant obligation relates.

9.3 For the purposes of Clause 9.1 and Clause 9.2, the Freeholder shall not be taken to be in possession of the whole or any part of the Property unless:

9.3.1 the freehold interest comprised in Title Number NGL721985 is vested in it; and

9.3.2 the leasehold interest comprised in Title Number NGL738693 and all interests derived from such leasehold interest have terminated in relation to the Property or such part; and

9.3.3 it has either taken physical possession of the Property or such part or has granted an underlease of the Property or such part to another person and such underlease (or an interest derived from such underlease) is subsisting.

10. **RIGHTS OF THIRD PARTIES**

10.1 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 Freeholder and Leaseholder have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
LLOYDS PROJECT LEASING LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

.....

Director

.....

Director/Secretary

EXECUTED AS A DEED BY )  
UNIVERSITY COLLEGE LONDON )  
By )

..... C. A. PLANK

Authorised Signatory

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

..... R. Alexander

Authorised Signatory



## **THE FIRST SCHEDULE**

### **Construction Management Plan**

#### **Highway Measures**

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

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

- i. A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- ii. Proposed start and end dates for each phase of construction.
- iii. The proposed working hours within which vehicles will arrive and depart.
- iv. The access arrangements for vehicles.
- v. 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](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- vi. 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.
- vii. Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- viii. Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- ix. Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- x. Details of proposed parking bays suspensions and temporary traffic management orders.
- xi. Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- xii. Details of hoarding required or any other occupation of the public highway.
- xiii. Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- xiv. Details of how traffic associated with the Development will be managed in order to reduce congestion.
- xv. Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- xvi. Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- xvii. Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- xviii. 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.
- xix. 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"
- xx. Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- xxi. 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](http://www.tfl.gov.uk/fors)) or similar at the Bronze level.
- 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
  - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
  - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
  - iii. Have a Class VI Mirror
  - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

xxii. Any other relevant information with regard to traffic and transport.

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

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

**THE SECOND SCHEDULE**  
**Construction Management Plan**  
**Air Quality and Carbon Reduction**

Requirements to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> emissions from construction sites and avoid nuisance and dust complaints.

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

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

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

A - Techniques to control PM<sub>10</sub> and NO<sub>x</sub> emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

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

#### B - Techniques to control dust emissions from construction and demolition

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

#### C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well as data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of  $200\mu\text{g.m}^{-3}$  (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 taken 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

## **THE THIRD SCHEDULE LOCAL PROCUREMENT CODE**

### **1. INTRODUCTION**

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

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained 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 Owner s to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner , their main contractor and subcontractors.

**Facilities Management**

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

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

## THE FOURTH SCHEDULE THE TRAVEL PLAN

### **PART I: Components of the Travel Plan**

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

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

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

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

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

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

#### **1. Public Transport and walking**

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: [www.tfl.gov.uk/](http://www.tfl.gov.uk/) [www.nationalrail.co.uk](http://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](http://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**

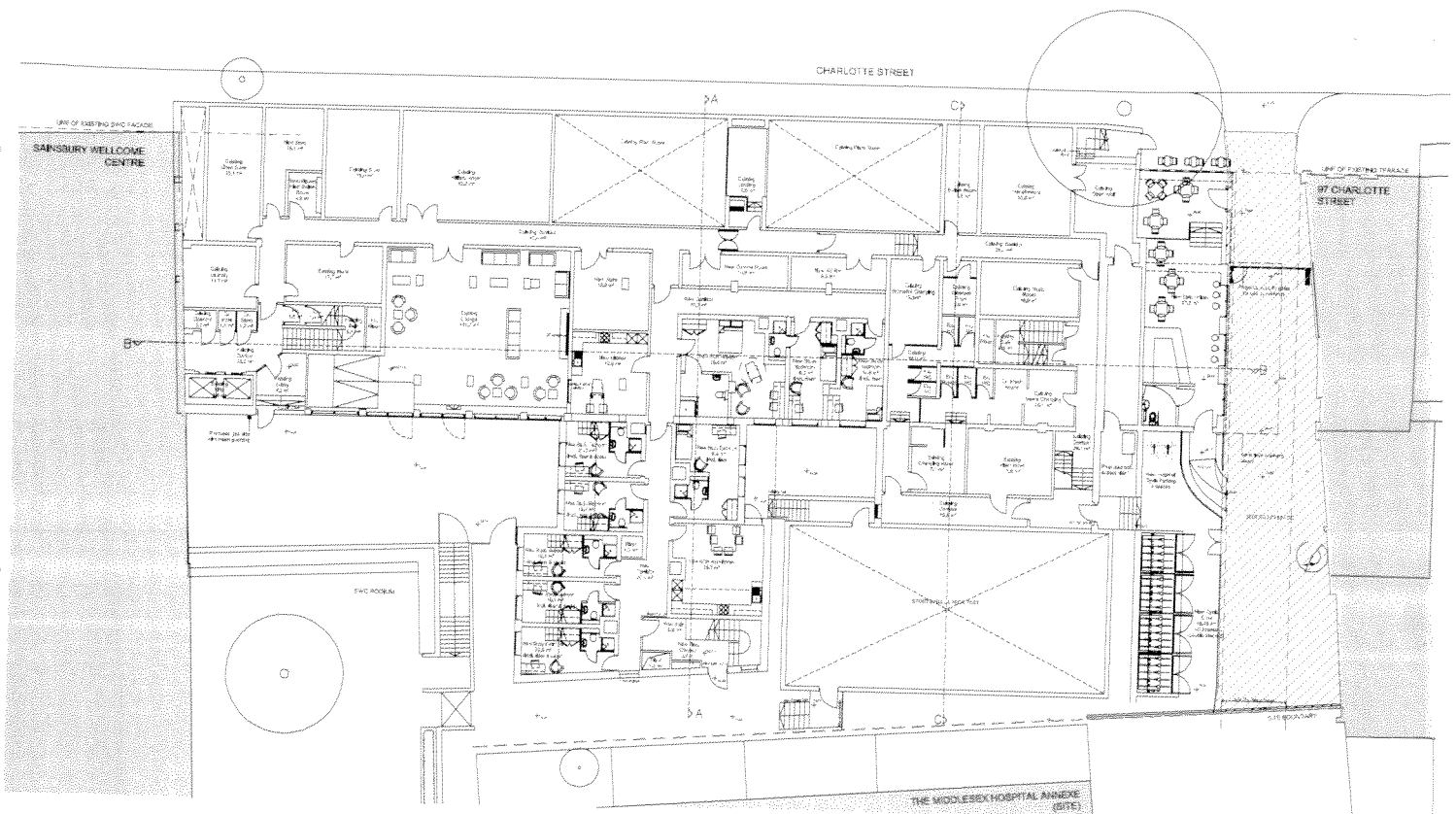
Stages 1 to 3 will provide the base information for the review of the Travel Plan.

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.



### Plan A



**ASTOR COLLEGE, UCL**  
Charlotte Street, W1T 4QB

**standard model**

1.  $U(1)$  gauge symmetry
2.  $U(1)$  gauge boson is the photon,  $A_\mu$
3.  $U(1)$  gauge boson is massless
4.  $U(1)$  gauge boson is the photon,  $A_\mu$

**Standard Model**

1.  $U(1)$  gauge symmetry
2.  $U(1)$  gauge boson is the photon,  $A_\mu$
3.  $U(1)$  gauge boson is massless
4.  $U(1)$  gauge boson is the photon,  $A_\mu$

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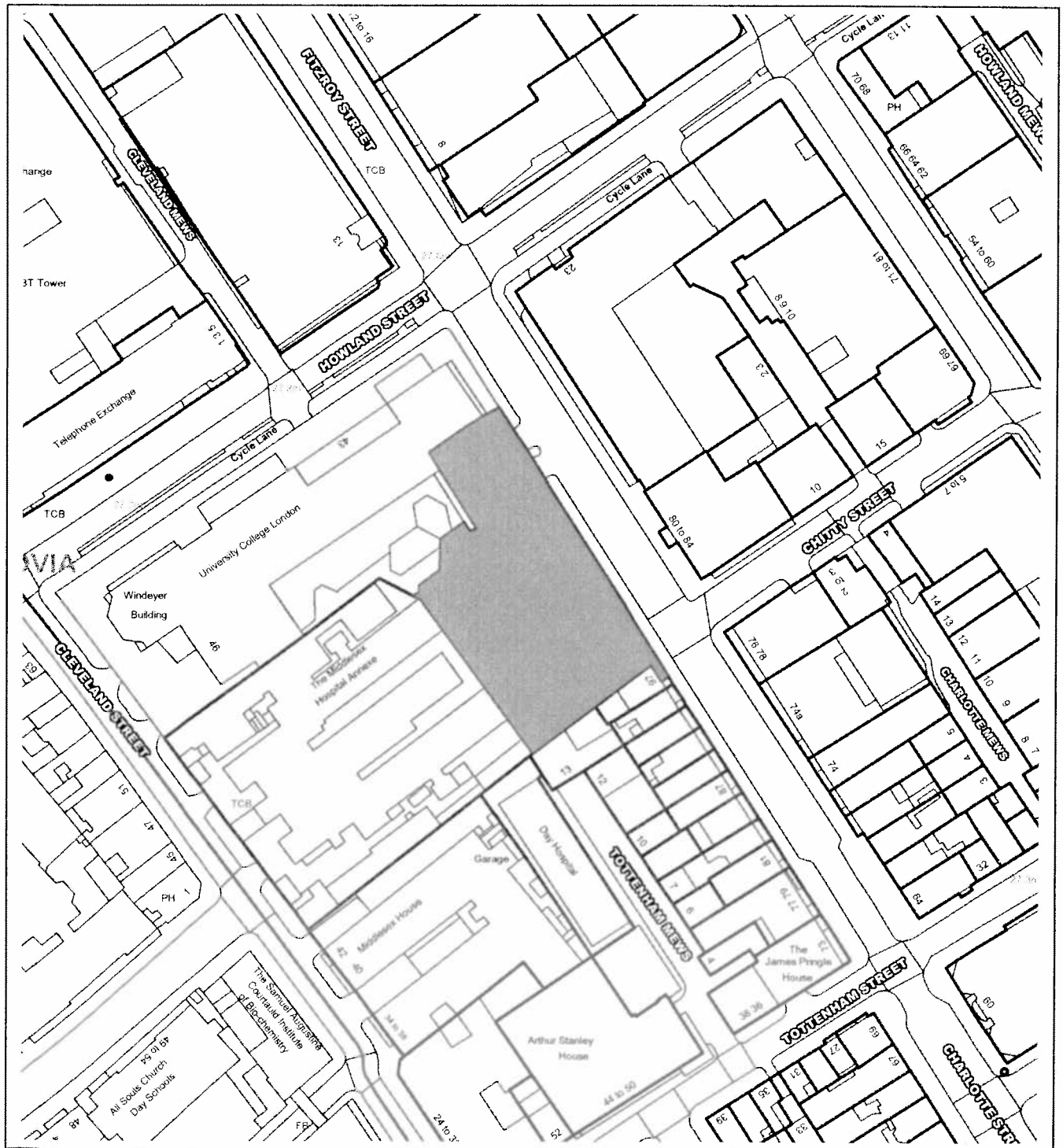
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| date      | subject                          |     |  |                                        |  |
| june 2013 | UCL                              |     |  | Lovett Bernstein<br>v Kingsley Passage |  |
| email     | drafting                         |     |  | London                                 |  |
| 7:1000A1  | Proposed Lower Ground Floor Plan |     |  | GC 2013                                |  |
| email     | drawings number                  | NOO |  | N000 7373 1678                         |  |
| AF TG     | 2989 U099                        | P10 |  | on 2013-06-20 at 10:00 AM              |  |
|           |                                  |     |  | via <a href="#">Dropbox</a>            |  |

Levitt Bernstein



Plan B

# Astor College, 99 Charlotte Street, London W1T 4QB



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

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

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Deloitte  
Deloitte Real Estate  
Athene Place,  
66 Shoe Lane,  
London  
EC4A 3BQ

Application Ref: **2015/1139/P**

06 August 2015

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**Astor College**  
**99 Charlotte Street**  
**London**  
**W1T 4QB**

Proposal:  
Refurbishment of existing student accommodation (Sui Generis) comprising 2 storey upper ground floor front extension, 8 storey rear extension and front central bay extended forward (from 1st to 6th floor) to provide 60 additional bedrooms, elevational alterations including overcladding, relocation of main access, provision of ground floor cafe (Class A3) and pedestrianisation of Bedford Passage.

Drawing Nos: Site location plan 2869: L047 P4; L48 P3; L49 P6; L50 P6; L51 P6; L57 P6; L58 P4; L198 P4; L199 P4; L200 P2; L210 P3; L211 P3; L212 P2; L213 P3; L098 P3; L099 P19; L100 P21; L101 P16; L103 P20; L104 P3; L201 P11; L202 P10; L203 P3; L250 P14; L251 P14; L252 P14; L253 P3; L900 P2; Design and Access Statement Feb 2015; Transport Statement Feb 2015; Plant noise assessment Feb 2015; Energy and Sustainability Statement including BREEAM Pre-Assessment Feb 2015; Daylight/sunlight Assessment Feb 2015; Planning Statement Feb 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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

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

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan 2869; L047 P4; L48 P3; L49 P6; L50 P6; L51 P6; L57 P6; L58 P4; L198 P4; L199 P4; L200 P2; L210 P3; L211 P3; L212 P2; L213 P3; L098 P3; L099 P19; L100 P21; L101 P16; L103 P20; L104 P3; L201 P11; L202 P10; L203 P3; L250 P14; L251 P14; L252 P14; L253 P3; L900 P2; Design and Access Statement Feb 2015; Transport Statement Feb 2015; Plant noise assessment Feb 2015; Energy and Sustainability Statement including BREEAM Pre-Assessment Feb 2015; Daylight/sunlight Assessment Feb 2015; Planning Statement Feb 2015

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

- 4 The use of the cafe hereby permitted shall not be carried out outside the following times 07:00 to 21:00 Mondays to Sundays.

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



- 5 Notwithstanding the provisions of Class A3 of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the cafe hereby approved shall not be used for primary cooking at any time.

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

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

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

- 7 The cycle storage area for 44 cycles hereby approved shall 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.

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

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

- 9 Full details in respect of the brown roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The details shall include 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 brown roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The brown roof 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 brown roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a 1:100 year event with 30% provision for climate change and should aim to achieve a 50% reduction in surface water run off rates. The system shall be implemented as part of the development and thereafter retained and maintained.

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

- 11 At least 28 days before development commences:
- (a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority in writing; and
  - (b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority in writing.
- The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority in writing prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 12 A sample panel (2m x 2m) of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

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

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

a) Details including elevations, sections and plans at 1:20 of all windows (including jambs, head and cill), ventilation grills, external doors and gates (including the temporary gate to Bedford Passage);

b) Plan, elevation and section drawings of the new shopfront (at corner of Bedford Passage) and front railing at a scale of 1:20;

c) Manufacturer's specification details of all facing materials including the ceramic baguette and panels (to be submitted to the Local Planning Authority) and samples of those materials (to be provided 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 policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 14 No impact piling shall take place until a piling method statement, prepared in consultation with Thames Water or the relevant statutory undertaker, detailing the depth and 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 infrastructure, and the programme for the works, has been submitted to and approved in writing by the local planning authority. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy.

- 15 Before the use commences, the extract ventilating system shall be provided with an acoustic screen in accordance with the scheme approved in writing by the local planning authority. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of 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 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

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

- 17 Details of Bedford Passage and the boundary interface with the adjacent site shall be submitted to the Local Planning Authority and approved in writing before the relevant part of the works commence.

Details to include:

- a) hard and soft landscaping (including any proposals for temporary surface treatment)
- b) boundary treatment including any temporary proposals
- c) security and crime prevention measures

Such details to be prepared in consultation with the owners of the neighbouring Middlesex Hospital Annex site.

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) and a safe environment in accordance with the requirements of policy CS14 and CS17 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 18 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. 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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's 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.
- 3 You are advised that condition 3 means that no customers shall be on the premises and no noise generating activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.
- 4 With regard to condition 11 above the preliminary risk assessment is required in accordance with CLR11 model procedures for management of contaminated land and must include an appropriate scheme of investigation with a schedule of work detailing the proposed sampling and analysis strategy. You are advised that the London Borough of Camden offer an Enhanced Environmental Information Review available from the Contaminated Land Officer (who has access to the Council's historical land use data) on 020 7974 4444, or by email, <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-contaminated-land-officer.en>, and that this information can form the basis of a preliminary risk assessment. Further information is also available on the Council's Contaminated Land web pages at <http://www.camden.gov.uk/ccm/navigation/environment/pollution/contaminated-land/>, or from the Environment Agency at [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).
- 5 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.

- 6 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](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](mailto:CIL@Camden.gov.uk)

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

Yours faithfully

Culture and Environment Directorate



DATED 27 August 2015

(1) LLOYDS PROJECT LEASING LIMITED

and

(2) UNIVERSITY COLLEGE LONDON

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

**ASTOR COLLEGE, 99 CHARLOTTE STREET LONDON W1T 4QB**

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

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London Borough of Camden  
Town Hall  
Judd Street  
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