

DATED 30 September 2015

(1) BOULTBEE BROOKS (HATTON WALL) LIMITED

and

(2) GREENOAK UK SECURED LENDING S.A.R.L.

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

18 – 26 HATTON WALL LONDON EC1N 8JH

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

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

Tel: 020 7974 2063
Fax: 020 7974 2962

PLANNING/CJ/1781.312
v10 FINAL

THIS AGREEMENT is made the 30 day of September 2015

BETWEEN:

1. **BOULTBEE BROOKS (HATTON WALL) LIMITED** (Co. Regn. No. 08800498) of First Floor Kemble House, 36-39 Broad Street, Hereford HR4 9AR (hereinafter called "the Owner")
2. **GREENOAK UK SECURED LENDING S.A.R.L.** whose registered address is at 51 avenue John F. Kennedy, L-1855m Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' Register under name B181967 and whose address for service in the United Kingdom is care of Green Oak Real Estate Advisors LLP, 4 Sloane Terrace, London SW1X 9DQ (hereinafter called "the Mortgagee")
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property (and other land) under Title Numbers NGL941945 and NGL940155 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 17 September 2014 and the Council resolved to grant permission conditionally under reference number 2014/5873/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper

planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered inter alia under Title Numbers NGL941945 and NGL940155 and dated 16 July 2015 is willing to enter into this Agreement to give its consent to the same.

2. DEFINITIONS

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

- | | | |
|-----|---|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Affordable Housing" | low cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents |
| 2.3 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.4 | "the Apprenticeship Training and Employment Contribution in Lieu" | the sum of £7,500 (seven thousand five hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt in conjunction with the Kings Cross Construction Centre to promote education |

and opportunities for jobs and employment to training within the London Borough of Camden

2.5 "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 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) proposals to ensure there are no adverse effects on nearby listed buildings or the Hatton Garden Conservation Area features
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) 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"

Redevelopment comprising retention of the building and replacement of western, northern and eastern facades, a three-storey roof extension, and single-storey extension to eastern elevation to provide a mixed use building comprising offices (B1a), jewellery workshops (B1c) and 7 self-contained residential flats (C3) as shown on drawing numbers:- 435-EX.01; 435-EX.02; 435-EX.03; 435-EX.04; 435-EX.05; 435-EX.06; 435-EX.07; 435-EX.08; 435-EX.09; 435-EX.10; 435-EX.11; 435-EX.12; 435-EX.13; 435-PA.01 Rev B; 435-PA.02 Rev B; 435-PA.03; 435-PA.04; 435-PA.05; 435-PA.06; 435-PA.07 Rev B; 435-PA.08 Rev B; 435-PA.09; 435-PA.10; 435-PA.11; 435-PA.12; 435-PA.13 Rev C; 435-PA.14; Planning, Heritage, Design and Access Statement, produced by GPAD; Archaeological Baseline Appraisal, prepared by RPS, dated 23rd June 2014; Daylight & Sunlight Report, prepared by MES Building Solutions, dated 23rd August 2014; Additional Daylight & Sunlight information, dated 5th February 2014; Sustainability Statement, prepared by Metropolis Green, dated 10th September, 2014; and Energy Strategy, prepared by Metropolis Green, dated 10th September, 2014

2.11 "the Energy Efficiency and

Renewable Energy Plan"

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

- (a) The incorporation of the measures set out in the submission document entitled "Energy Strategy" prepared by Metropolis Green, dated 10th September, 2014
- (b) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20% in carbon emissions in relation to the element of the Property comprising the residential units using a combination of complementary low and zero carbon technologies;
- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management or sub-metering system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) include a pre-Implementation review by an appropriately qualified, independent and recognised professional 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;

- (f) measures to secure a post construction review of the Development by an appropriately qualified, independent and recognised professional 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
- (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

2.12 "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 3 (three) 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;

2.13 "the Hatton Garden Area"

the area defined in the Council's Unitary Development Plan adopted June 2006 Proposals Map being the area bound by Clerkenwell Road Farringdon Street High Holborn Leather Lane and the area bounded Leather Lane Dorrington Street and Baldwin's Gardens

2.14 "the Highways Contribution"

the sum of £23,874 (twenty three thousand eight hundred and seventy four 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 of works to the public highway and associated measures in the vicinity of the Property directly relating to the Development such works to include repaving the footway and carriageway adjacent to the Property ("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

- 2.15 "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
- 2.16 "the Jewellery Workspace" the 161 (one hundred and sixty one) square metres of net internal floor space within the Development as shown on the attached plan LP-02 (Lower Ground Floor) which are to be used exclusively for purposes within Class B1 (c) of the Use Classes Order
- 2.17 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.18 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.19 "Local Procurement Code" the code annexed to the Second Schedule hereto
- 2.20 "Occupation Date" the date when any part of the Development is first occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.21 "the Parties" mean the Council the Owner and the Mortgagee
- 2.22 "the Pedestrian, Cycling and Environmental Improvements Contribution" the sum of £19,080 (nineteen thousand and eighty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various pedestrian cycle and public realm improvements in the vicinity of the Development
- 2.23 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 17 September 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/5873/P subject to conclusion of this Agreement
- 2.24 "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
- 2.25 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.26 "the Property" the land known as 18-26 Hatton Wall, London EC1N 8JH the same as shown outlined in red on the plan marked LP-01 annexed hereto

- 2.27 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.28 "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
- 2.29 "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
- 2.30 "the Sustainability Plan" a plan securing the sustainability measures in both the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-
- (a) achieve the targets set out in the document entitled "Sustainability Statement" prepared by Metropolis Green, dated 10th September, 2014 to be carried out by an appropriately qualified, recognised and independent professional in respect of the Property;
 - (b) include a pre-Implementation review by an appropriately qualified, recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

- (c) measures to secure a post construction review of the Development by an appropriately qualified, recognised and independent professional 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

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act and Section 278 of the Highways Act 1980, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the 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).

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.
- 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 reasonably 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 may 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 Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.4 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 in full.
- 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 in full.

4.5 JEWELLERY WORKSPACE PLAN

- 4.5.1 Not to Occupy or permit Occupation of the Jewellery Workspace except as for a use being solely for purposes relating to manufacture within the local jewellery trade falling within class B1(c) of the Use Classes Order (with ancillary facilities) in perpetuity at rents agreed with the Council (as demonstrated by written notice to that effect) as being an average figure for market rents paid by jewellery sector tenants occupying equivalent B1(c) workshop space in the Hatton Garden Area.
- 4.5.2 It is agreed by the Parties that for the avoidance of doubt clause 4.5.1 shall apply to all subsequent assignments of the lease and sub-lettings of the Jewellery Workspace.
- 4.5.3 The Jewellery Workspace shall be used in perpetuity for no other purpose save as workshop space solely for purposes relating to jewellery manufacture within the local jewellery trade being a light industrial use within Class B1(c) of the Use Classes Order (and in particular shall not be used for any purpose within Class B1 of the Use Classes Order save as workshop space solely for purposes relating to jewellery manufacture within the local jewellery trade being a purpose falling within Class B1(c)) and in the event of any part of the Jewellery Workspace being used for a purpose not falling within Class B1(c) use as workshop space solely for purposes

relating to jewellery manufacture within the local jewellery trade of the Use Classes Order occupation of the Jewellery Workspace shall cease forthwith.

- 4.5.4 Not to Occupy or permit Occupation of any part of the Development unless the Jewellery Workspace is available to let on the terms set out in sub-clauses 4.5.1, 4.5.2 and 4.5.3 of this Agreement.

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 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 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 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 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 SUBSEQUENT AFFORDABLE HOUSING

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

- (a) Any planning permission is granted for the further development of the Property which gives consent for the development of additional residential units or additional floorspace for residential purposes;
- (b) any additional floorspace is created on the Property for residential purposes; and/or
- (c) any additional residential units are created within the Property

the Owner shall enter into a s106 agreement with the Council to secure the following:-

4.8.2 That an appropriate percentage of the residential units created under clause 4.8.1 are provided as Affordable Housing (either as on-site provision, off-site provision or financial contribution) such percentage to be applied to the aggregate total of the residential units permitted by the Planning Permission, the development of the Property under planning reference 2014/5873/P and the additional residential floorspace created under clause 4.8.1 hereof.

4.8.3 Not to Occupy or allow Occupation of any of the additional residential floorspace created under Clause 4.8.1 of this Agreement until such time as the additional residential floorspace has been provided as Affordable Housing (either as on-site provision, off-site provision or financial contribution).

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.

4.10 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 Construction Phase (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 3 (three) construction trade apprentices shall be employed always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage.

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

- (a) forthwith pay the Council the Apprenticeship Training and Employment Contribution in Lieu in full; and
- (b) shall not Occupy or permit Occupation until such time as the Apprenticeship Training and Employment Contribution in Lieu 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 of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

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

4.11.4 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.

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 2014/5873/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 indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2014/5873/P.
- 5.7 Payment of any of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Planning Reference 2014/5873/P or by Electronic Transfer directly to the National Westminster Bank, Hampstead Village Branch, quoting Sort Code 50-30-03 and London Borough of Camden General

Account No. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer,

Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2014/5873/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner, the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property 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.
- 6.9 Where the Council's agreement or approval is required under this Agreement such agreement or approval shall not be unreasonably delayed or withheld.
- 6.10 The Parties agree to act reasonably and in good faith with respect to one another in fulfilment of their respective obligations under this Agreement.

7. **MORTGAGEE EXEMPTION**

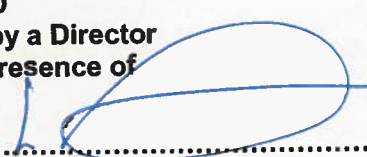
- 7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against the Mortgagee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

8. **RIGHTS OF THIRD PARTIES**


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

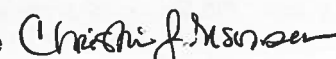
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
BOULTBEE BROOKS (HATTON WALL))
LIMITED)
acting by a Director)
in the presence of)


.....

Director


.....

Witness Signature 

Witness Name: CHRISTINE ELASSON

Address: 32 BARKLEY ROAD, NEWBURY, BERKSHIRE, RG14 5JE


Occupation: Office manager

EXECUTED AS A DEED BY)
GREENOAK UK SECURED LENDING)
S.A.R.L)


.....

Authorised Signatory/ies

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


.....

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)

- b) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- c) Proposed start and end dates for each phase of construction.
- d) The proposed working hours within which vehicles will arrive and depart.
- e) The access arrangements for vehicles.
- f) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- g) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- h) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- i) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- j) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- k) Details of proposed parking bays suspensions and temporary traffic management orders.
- l) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- m) Details of hoarding required or any other occupation of the public highway.
- n) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- o) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- p) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- q) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- r) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- s) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- t) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- u) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- v) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have 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.
- w) Any other relevant information with regard to traffic and transport.
- x) 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 LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;

- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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

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

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

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

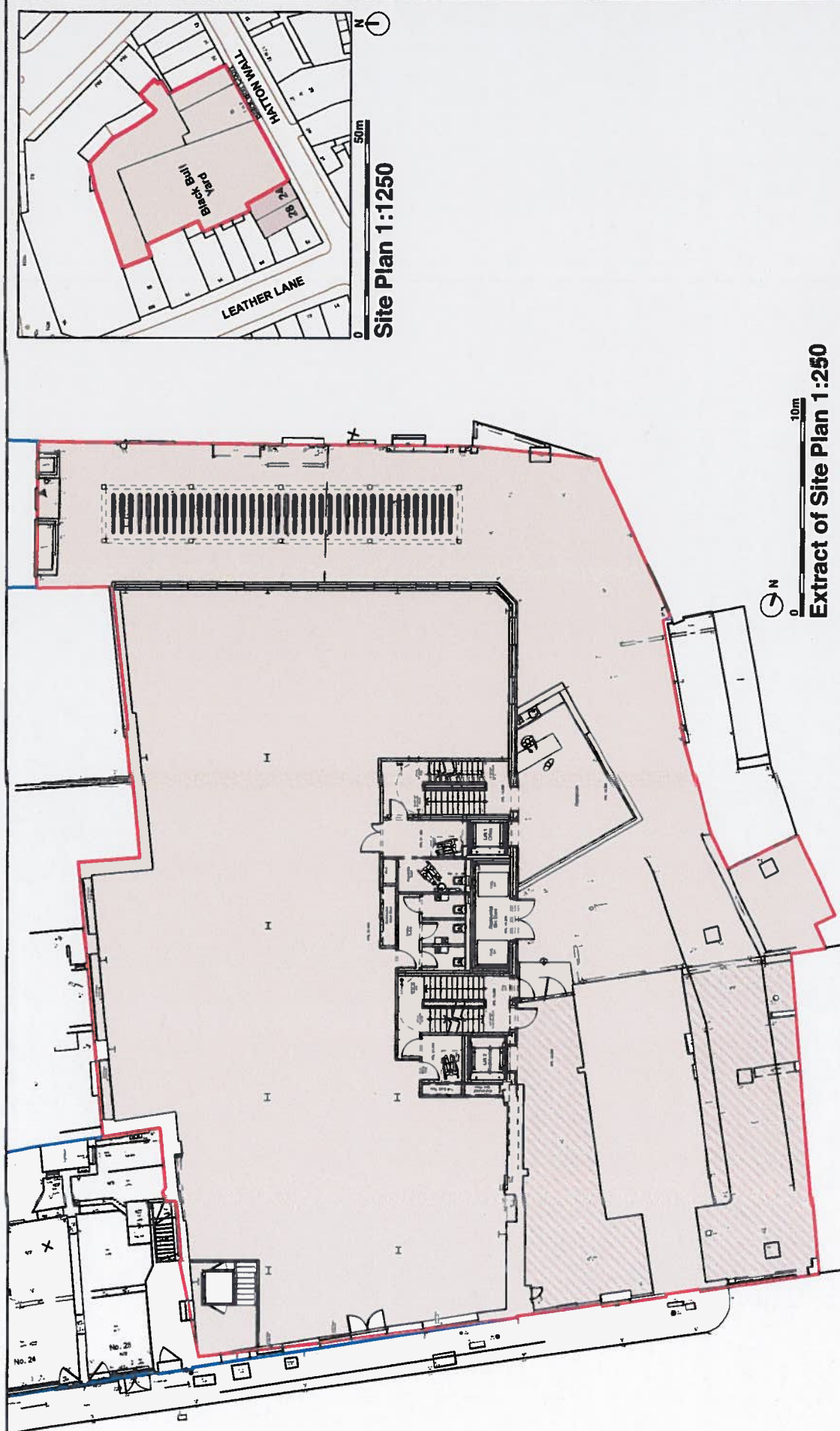
Fitting out by tenants

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

Facilities Management

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

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



Site Plan 1:1250

Extract of Site Plan 1:250

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<p>1. Name of the person or organization</p>	<p>2. Address</p>	<p>3. City</p>	<p>4. State</p>	<p>5. Zip</p>	<p>6. Date</p>
<p>7. Subject</p>	<p>8. Description of the problem or situation</p>	<p>9. Action taken</p>	<p>10. Result</p>	<p>11. Comments</p>	<p>12. Signature</p>
<p>13. Name of the person or organization</p>	<p>14. Address</p>	<p>15. City</p>	<p>16. State</p>	<p>17. Zip</p>	<p>18. Date</p>
<p>19. Subject</p>	<p>20. Description of the problem or situation</p>	<p>21. Action taken</p>	<p>22. Result</p>	<p>23. Comments</p>	<p>24. Signature</p>
<p>25. Name of the person or organization</p>	<p>26. Address</p>	<p>27. City</p>	<p>28. State</p>	<p>29. Zip</p>	<p>30. Date</p>
<p>31. Subject</p>	<p>32. Description of the problem or situation</p>	<p>33. Action taken</p>	<p>34. Result</p>	<p>35. Comments</p>	<p>36. Signature</p>

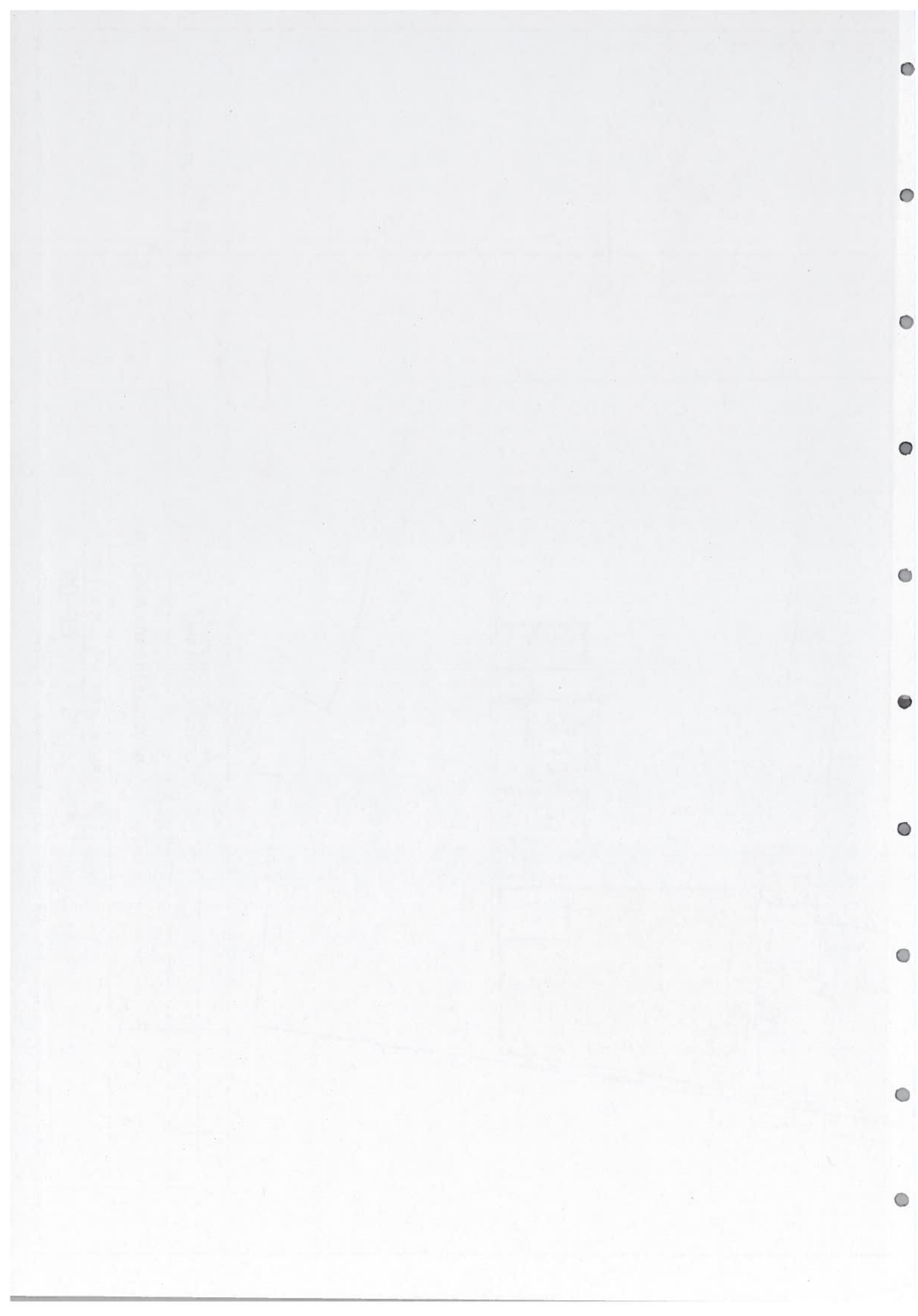


Site Plan 1:1250



10m

		PROJECT		18-26 HATTON WALL, LONDON, EC1N 8JH		DRAWING TITLE		B1(C) USE LOWER GROUND FLOOR PLAN	
						</			





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

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

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

Planning Sense Ltd
61 Cavendish Road
St Albans
Hertfordshire
AL1 5EF

Application Ref: **2014/5873/P**

15 July 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:
18-26 Hatton Wall
London
EC1N 8JH

Proposal:

Redevelopment comprising retention of the building and replacement of western, northern and eastern facades, a three-storey roof extension, and single-storey extension to eastern elevation to provide a mixed use building comprising offices (B1a), jewellery workshops (B1c) and 7 self-contained residential flats (C3)

Drawing Nos: 435-EX.01; 435-EX.02; 435-EX.03; 435-EX.04; 435-EX.05; 435-EX.06; 435-EX.07; 435-EX.08; 435-EX.09; 435-EX.10; 435-EX.11; 435-EX.12; 435-EX.13; 435-PA.01 Rev B; 435-PA.02 Rev B; 435-PA.03; 435-PA.04; 435-PA.05; 435-PA.06; 435-PA.07 Rev B; 435-PA.08 Rev B; 435-PA.09; 435-PA.10; 435-PA.11; 435-PA.12; 435-PA.13 Rev C; 435-PA.14; Planning, Heritage, Design and Access Statement, produced by GPAD; Archaeological Baseline Appraisal, prepared by RPS, dated 23rd June 2014; Daylight & Sunlight Report, prepared by MES Building Solutions, dated 23rd August 2014; Additional Daylight & Sunlight information, dated 5th February 2014; Sustainability Statement, prepared by Metropolis Green, dated 10th September, 2014; and Energy Strategy, prepared by Metropolis Green, dated 10th September, 2014.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: 435-EX.01; 435-EX.02; 435-EX.03; 435-EX.04; 435-EX.05; 435-EX.06; 435-EX.07; 435-EX.08; 435-EX.09; 435-EX.10; 435-EX.11; 435-EX.12; 435-EX.13; 435-PA.01 Rev B; 435-PA.02 Rev B; 435-PA.03; 435-PA.04; 435-PA.05; 435-PA.06; 435-PA.07 Rev B; 435-PA.08 Rev B; 435-PA.09; 435-PA.10; 435-PA.11; 435-PA.12; 435-PA.13 Rev C; 435-PA.14; Planning, Heritage, Design and Access Statement, produced by GPAD; Archaeological Baseline Appraisal, prepared by RPS, dated 23rd June 2014; Daylight & Sunlight Report, prepared by MES Building Solutions, dated 23rd August 2014; Additional Daylight & Sunlight information, dated 5th February 2014; Sustainability Statement, prepared by Metropolis Green, dated 10th September, 2014; and Energy Strategy, prepared by Metropolis Green, dated 10th September, 2014.

Reason:

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

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

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

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials, including a sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing (to be provided on site).

c) Manufacturer's specification details of all obscure glazing (to be submitted to the Local Planning Authority) and samples of the glazing (to be provided on site)

d) Manufacturer's specification details of all terrace screens (to be submitted to the Local Planning Authority) and samples of the screens(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 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 A sample panel 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 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

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

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

- 6 Notwithstanding what is shown on the approved plans, details of a scheme for photovoltaic cells which maximised coverage of the roof of the building shall have been submitted to and approved by the Local Planning Authority in writing prior to first occupation. 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.

- 7 Use of the relevant part of the development shall not commence until the screens and obscure glazing, as shown on the approved drawings, has been constructed. The screens and obscure glazing shall be permanently retained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

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

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

- 9 Before the development commences, details of secure and covered cycle storage area for 80 cycles (50 commercial and 30 residential) shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Prior to the first occupation of the building a plan showing details of the green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof 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.

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

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/cm/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 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

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

- 4 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.
- 5 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 6 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 7 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

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