

DATED 29 September 2015

(1) GROUND GILBEY LIMITED

and

(2) CANAL & RIVER TRUST

and

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

and

(4) NOMURA INTERNATIONAL PLC

A G R E E M E N T

relating to land known as

39-45 Kentish Town Road, London NW1 8NX

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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CLS/COM/LMM/1685.



THIS AGREEMENT is made the 29th day of September 2015

B E T W E E N:

- i. **GROUND GILBEY LIMITED** (a company incorporated in the British Virgin Islands with registration number 458429) whose registered office is at Craigmuir Chambers, PO Box 71, Road Town, Tortola, VG1110, British Virgin Islands (the "**Owner**") of the first part;
- ii. **CANAL & RIVER TRUST** (a charity registered with the Charity Commission under number 1146792 and a company limited by guarantee registered in England & Wales under number 7807276) of First Floor North, Station House, 500 Elder Gate, Milton Keynes, MK9 1BB ("**CRT**") of the second part;
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the **Council**") of the third part;
- iv. **NOMURA INTERNATIONAL PLC** (Company Registration Number 01550505) whose registered office is at 1 Angel Lane, London, EC4R 3AB ("**Nomura**") of the fourth part.

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 410753.
- 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 CRT is the freehold owner of that part of the Property under Title Number NGL770610.
- 1.4 As at the date of this Deed, Nomura holds a legal charge over the Property.

1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 17 April 2015 and the Council resolved at its Development Control Committee on 16 July 2015 to grant permission conditionally under reference number 2015/1937/P subject to 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 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	"Affordable Housing"	low-cost housing comprising Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents.
2.3	"Affordable Housing Scheme"	the scheme submitted by the Owner and to be approved by the Council setting out provision of the Affordable Housing Units on the Affordable Housing Site
2.4	"Affordable Housing Site"	the site identified as Building X (shaded green) and Building W (shaded red) on Plan 3 attached

		to this Agreement
2.5	"Affordable Housing Units"	means the Intermediate Housing Units and the Social Rented Units
2.6	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.7	"Approval in Principle Assessment Fee"	means the sum of £1,500 (one thousand five hundred 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 assessment of the Approval in Principle Report
2.8	"Approval in Principle Report"	means a report to be submitted by the Owner and approved by the Council setting out structural details and calculations to demonstrate that the Development would not affect the stability of the public highway adjacent to the site and an explanation of any mitigation measures which might be required
2.9	"Basement Construction Plan"	<p>a plan to be submitted by the Owner and approved by the Council setting out detailed information relating to the construction of the basement forming part of the Development and providing for a programme of detailed mitigating measures to be undertaken and put in place by the Owner such plan to be designed with the objective of containing the impact of the basement construction on the structural stability of the Property and the neighbouring properties to include the following:-</p> <p>(i) incorporation of the recommendations contained within the Basement Impact Assessment (Revision 2, March 2015) prepared by Card Geotechnics Limited</p>

		<p>and submitted as part of the Planning Application;</p> <p>(ii) inclusion of a detailed monitoring regime throughout the Construction Phase;</p> <p>(iii) a method statement detailing the proposed method of ensuring the safety and stability throughout the Construction Phase of the neighbouring buildings including temporary works sequence drawings and assumptions;</p> <p>(iv) detailed design drawings prepared by a suitably qualified and experienced chartered geotechnical engineer and chartered structural engineer both with experience of sub-ground level construction commensurate with the Development whose identities shall be approved in writing in advance by the Council for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations;</p> <p>(v) an update of the risk assessment submitted with the Planning Application based on the detailed design drawings referred to in (iv) above;</p> <p>(vi) phasing plan demonstrating that the lower ground floor and basement forming part of the Development shall be</p>
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		<p>completed within six months of the start of bulk excavations from the Property; and</p> <p>(vii) provision of a contingency plan setting out measures that will be undertaken to ensure the safety and preservation of the adjoining properties in the event of any delay in completion of the basement forming part of the Development.</p>
2.10	"Carbon Offset Contribution"	means the sum of £18,900 (eighteen thousand nine hundred 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 towards securing delivery of carbon dioxide savings in the vicinity of the Property
2.11	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.12	"the Commencement Date"	means the commencement of the Development by the carrying out of a material operation as defined in section 56 of the Act (including by way of a Preparatory Operation) and references to "Commencement" and "Commence" shall be construed accordingly
2.13	"the Construction Management Plan"	<p>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):-</p> <p>(i) a statement to be submitted to Council</p>

		<p>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 building out of the Development;</p> <p>(ii) incorporation of the provisions set out in the First Schedule annexed hereto;</p> <p>(iii) proposals to ensure there are no adverse effects on the canal lock and towpath adjoining the Development;</p> <p>(iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(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);</p> <p>(vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(vii) identifying means of ensuring the</p>
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		provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time
2.14	"the Construction Phase"	the whole period between: (i) the Commencement Date; and (ii) the date of issue of the Certificate of Practical Completion
2.15	"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
2.16	"the Development"	erection of a six-storey mixed use building comprising flexible employment/gym at ground floor level and 24 flats (1 x studio, 9 x 1 bed, 10 x 2 bed and 4 x 3 bed) together with associated works to create public realm improvements and landscaping
2.17	"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 limited to) the following:- (i) the incorporation of the measures set out in the Energy and Sustainability Statement dated 30 March 2015 prepared by Hoare Lea and submitted as part of the Planning Application; (ii) 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 use reasonable

		<p>endeavours to target a reduction of at least 25% in carbon emissions beyond the requirements of the Building Regulations Part L (2013), in relation to the Property using a combination of complementary low and zero carbon technologies;</p> <p>(iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>(iv) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>(v) measures to enable future connection to a local energy network at the boundary of the Property;</p> <p>(vi) include a pre-Implementation review by an appropriately qualified person company or body confirming 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;</p> <p>(vii) measures to secure a post construction review of the Development by an</p>
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		<p>appropriately qualified person company or body in respect of the Property confirming 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</p> <p>(viii) 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</p>
2.18	"the Highways Contribution"	<p>the sum of £17,124.36 (seventeen thousand one hundred and twenty four pounds and thirty six pence) 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 site specific accessibility improvements to the public highway (together with associated measures) in the vicinity of the Property, such works to include the following ("the Highways Works"):-</p> <p>(i) repaving and repair works to the Public Highway following the carrying out of the Development; and</p> <p>(ii) any other works the Council acting reasonably deems to be required as a direct result of the Development and necessary to make the Development acceptable in planning terms;</p> <p>all works will be subject to final measure and any</p>

		level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs
2.19	"Hawley Wharf Development"	the development being undertaken on land known as Hawley Wharf in accordance with the planning permission dated 23 January 2013 under reference number 2012/4628/P (as may be varied from time to time)
2.20	"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 which is not a Preparatory Operation and references to "Implementation" and "Implement" shall be construed accordingly
2.21	"Intermediate Housing"	Affordable Housing which is above target rents but is below open market levels and is affordable to people who at the commencement of their occupancy are in need of intermediate housing to be provided on terms to be agreed by the Council (subject to annual reviews) in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.61 (or its successor policies)
2.22	"Intermediate Housing Units"	the 6 units of Intermediate Housing to be provided on the Affordable Housing Site comprising 6 x 2-bedroom units
2.23	"Kentish Town Road Bridge Lighting Scheme"	the lighting scheme for the provision and retention of lighting to illuminate the canal towpath under Kentish Town Road Bridge to be submitted by the Owner following consultation with CRT and approved by the Council in writing including:

		<p>(i) the carrying out of the physical works for the installation of lighting under the Kentish Town Road Bridge; and</p> <p>(ii) the subsequent retention and maintenance of that lighting once installed.</p>
2.24	"the Levels Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.25	"Local Procurement Code"	the code at the Third Schedule annexed hereto
2.26	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.27	"the Parties"	means the Parties to this Agreement
2.28	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 17 April 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/1937/P subject to conclusion of this Agreement
2.29	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.30	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed at Annexure One hereto
2.31	"Preparatory Operation"	an operation or item of work of or directly connected with or ancillary to archaeological

		investigation, remediation works associated with decontamination, exploratory boreholes, site clearance, the erection of fences and hoardings, construction of temporary access and service roads, preliminary landscaping diversion, piling, decommissioning and/or laying of services for the supply or carriage of water, sewerage, gas, electricity, telecommunications or other media and utilities and other works or site establishment preparatory to the commencement of construction, including operations permitted by the Town and Country Planning (General Permitted Development) Order 2015;
2.32	"the Property"	the land known as 39-45 Kentish Town Road London NW1 8NX the same as shown edged by a red dotted and dashed line on Plan 1 attached to this Agreement
2.33	"Public Area"	the Public Area as shown for the purposes of identification only shaded blue on Plan 2 attached to this Agreement.
2.34	"Public Area Plan"	a plan securing in respect of the Public Area: <ul style="list-style-type: none"> (i) the carrying out of physical measures for construction of access routes and public open space together with associated hard and soft landscaping measures (the plan to detail inter alia designs and design drawings for the physical measures for the construction of the Public Area including details of surfacing and materials, location of 'street' furniture, lighting and associated landscaping);

		<p>(ii) the subsequent maintenance of the Public Area (with the plan detailing inter alia provisions for cleaning and securing the Public Area and maintaining the physical measures once they are constructed); and</p> <p>(iii) securing public accessibility to the Public Area for members of the public 24 hours per day 364 days a year.</p>
2.35	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.36	"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
2.37	"Registered Provider"	a registered provider of Affordable Housing registered as such by the Regulator
2.38	"Regulator"	means the Home and Communities Agency and any successor organisation
2.39	"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
2.40	"Social Rented Housing"	<p>Affordable Housing for which guideline target rents are determined through the national rent regime such that:</p> <p>(i) The total cost of rent and service and management charges meets the targets for social rented housing set by the Regulator from time to time;</p> <p>(ii) The provision is consistent with the</p>

		<p>Council's policies and the requirements of the London Plan (insofar as they relate to social rented housing); and</p> <p>(iii) The units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of social rented housing</p>
2.41	"Social Rented Units"	<p>the 2 units of Social Rented Housing to be provided on the Affordable Housing Site comprising 1 x 2-bedroom unit and 1 x 1 bedroom unit located on the Ground Floor of Building W labelled Flat WG.3 and Flat WG.4 on Plan 4</p>
2.42	"the Sustainability Plan"	<p>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 which shall include:-</p> <p>(i) a pre-Implementation review by an appropriately qualified person company or body in respect of the Property confirming 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</p> <p>(ii) measures to secure a post construction review of the Development by an appropriately qualified person company or body in respect of the Property certifying that the measures incorporated</p>

		achieved in the Development and will be maintainable in the Development's future management and occupation.
2.43	"the Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <ul style="list-style-type: none"> (i) the elements set out in the Second Schedule hereto; (ii) 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; (iii) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date; (iv) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (ii) 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 (v) provision for the appointment of Travel

		<p>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;</p> <p>(vi) 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</p>
2.44	"the Travel Plan Monitoring Contribution"	the sum of £2,951 (two thousand nine hundred and fifty one 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 approval of the Owner's Travel Plan over a six year period from the date of first Occupation of the Development
2.45	"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
2.46	"Waterwall Details"	<p>(i) a schedule of condition of the canal structure carried out prior to the Implementation Date; and</p> <p>(ii) such construction method statements and design statements required and approved by CRT in respect of the construction works in the vicinity of the canal structure</p>

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 4.2, 4.3, 4.14, 5 (but only insofar as such provisions impose obligations which are intended to have contractual force prior to the Implementation Date) 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE DEVELOPMENT**

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 obligations in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

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

4.2.2 Not to Commence 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 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 **BASEMENT CONSTRUCTION PLAN**

- 4.3.1 Prior to the Commencement Date to provide the Council for approval a draft Basement Construction Plan.
- 4.3.2 Not to Commence the Development until such time as the Council has approved the Basement Construction Plan as demonstrated by written notice to that effect.
- 4.3.3 The Owner acknowledges and agrees that the Council will not approve the Basement Construction Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the Property and the adjoining properties.
- 4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.4 SUSTAINABILITY PLAN

- 4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.4.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.4.3 No later than six (6) months following Occupation to submit a post-completion review to the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.4.4 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 PROVIDED THAT the obligation to carry out the Development in strict accordance with the Sustainability Plan shall not be deemed to be breached if the Sustainability Plan has been amended in consultation with and approved by the Council.

4.5 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.5.2 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.
- 4.5.3 No later than six (6) months following Occupation to submit a post-completion review to 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.

4.5.4 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 PROVIDED THAT the obligation to carry out the Development in strict accordance with the Energy Efficiency and Renewable Energy Plan shall not be deemed to be breached if the Energy Efficiency and Renewable Energy Plan has been amended in consultation with and approved by the Council.

4.6 **SERVICING MANAGEMENT PLAN**

4.6.1 The Owner shall comply with the servicing management plan dated 30 January 2015 approved by the Council for the Hawley Wharf Development or any variation to that plan approved by the Council.

4.7 **HIGHWAYS CONTRIBUTION**

4.7.1 On or prior to the Implementation Date to:-

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

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

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

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

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

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

4.8 **AFFORDABLE HOUSING**

4.8.1 On or prior to Implementation to submit to the Council for approval the Affordable Housing Scheme.

4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Affordable Housing Scheme as demonstrated by written notice to that effect.

4.8.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.

4.8.4 Not to Occupy or allow Occupation of any part of the Development until such time as:

- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
- (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.8.3 hereof.

4.9 TRAVEL PLAN

4.9.1 On or prior to the date that is one year prior to Occupation, to:-

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

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

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

4.9.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan PROVIDED THAT the obligation to carry out the Development in strict accordance with the Travel Plan shall not be deemed to be breached if the Travel Plan has been amended in consultation with and approved by the Council.

4.10 PUBLIC AREA

4.10.1 No later than one year following the Implementation Date the Owner shall submit to the Council for approval the Public Area Plan.

4.10.2 The Owner shall not Occupy or permit Occupation until the Public Area Plan has been approved by the Council (as demonstrated by written notice to that effect).

4.10.3 The Owner shall not carry out the Development or Occupy or permit the Occupation of the Development other than in strict accordance with the Public Area Plan as approved and in the event of material non-compliance with this paragraph the Owner shall upon written request from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance PROVIDED THAT the obligation to provide public access shall not be deemed to be breached in the case of:

- (i) fire, flooding and emergency or other disaster or security or public safety except that such closure shall not continue for more than 48 hours without the written approval of the Council unless such closure is required by law or is otherwise advised by the Metropolitan Police;
- (ii) occasional temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law;
- (iii) the requirement to carry out any maintenance, cleaning, renewal and necessary or required works, except that any works under this sub-paragraph shall be undertaken in such a way as to cause minimum disruption to the public and in any event shall not continue for more than 48 hours without the written approval of the Council; and
- (iv) with the prior written approval of the Council.

4.10.4 The Public Area shall remain private land and shall not become public highway or public open space.

4.11 WATERWALL DETAILS

4.11.1 Prior to the Implementation Date the Owner shall submit to the Council relevant correspondence with CRT confirming that CRT has either approved the Waterwall Details or has confirmed that the Development works will not affect the canal wall.

4.11.2 The Owner shall not Implement the Development until the correspondence referred to in 4.11.1 has been submitted to and approved by the Council (as demonstrated by written notice to that effect).

4.11.3 The Owner shall carry out the Development in strict accordance with the Waterwall Details and in the event of material non-compliance with the Waterwall Details the Owner shall upon written request from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance PROVIDED THAT the obligation to carry out the Development in strict accordance with the Waterwall Details shall not be deemed to be breached if the Waterwall Details have been amended in consultation with and approved by CRT.

4.12 KENTISH TOWN ROAD BRIDGE LIGHTING SCHEME

4.12.1 Prior to the Occupation Date the Owner shall submit to the Council for approval the Kentish Town Road Bridge Lighting Scheme.

4.12.2 The Owner shall not Occupy the Development until the Kentish Town Road Bridge Lighting Scheme has been approved by the Council (as demonstrated by written notice to that effect).

4.12.3 The Owner shall not carry out the Development or Occupy or permit the Occupation of the Development other than in strict accordance with the Kentish Town Road Bridge Lighting Scheme as approved and in the event of material non-compliance with this paragraph the Owner shall upon written request from the Council forthwith take any steps reasonably required by the Council to remedy

such non-compliance PROVIDED THAT the obligation to carry out the Development in strict accordance with the Kentish Town Road Bridge Lighting Scheme shall not be deemed to be breached if the Kentish Town Road Bridge Lighting Scheme has been amended in consultation with and approved by the Council.

4.13 LOCAL PROCUREMENT

4.13.1 Prior to the Implementation Date to agree a programme (to include liaison with the Council's procurement service known as "i-CAM2" or any successor service) during the Construction Phase to provide opportunities for local businesses to bid and or tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.13.2 Prior to the Implementation Date to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.13.3 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 upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.13.4 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.

4.14 APPROVAL IN PRINCIPLE

4.14.1 On or prior to the Commencement Date, to:-

- (i) submit to the Council the Approval in Principle Report; and
- (ii) pay to the Council the Approval in Principle Assessment Fee.

- 4.14.2 Not to Commence any part of the Development until such time as:
- (i) the Council has approved the Approval in Principle Report as demonstrated by written notice to that effect; and
 - (ii) the Council has received the Approval in Principle Assessment Fee in full.

4.14.3 The Owner shall carry out the Development in strict accordance with the Approval in Principle Report and in the event of material non-compliance with the Approval in Principle Report the Owner shall upon written request from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance PROVIDED THAT the obligation to carry out the Development in strict accordance with the Approval in Principle Report shall not be deemed to be breached if the Approval in Principle Report has been amended in consultation with and approved by the Council.

4.15 **CARBON OFFSET CONTRIBUTION**

4.15.1 On or prior to Implementation to pay the Carbon Offset Contribution.

4.15.2 Not to Implement nor permit Implementation until such time as the Council has received the Carbon Offset Contribution in full.

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 Planning Permission 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 the Planning Permission reference 2015/1937/P the date upon which the Development is ready for Occupation.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 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 2015/1937/P.
- 5.7 It is agreed that any plan required to be submitted by the Owner for approval by the Council under the terms of this Agreement may where appropriate be

combined with the similar plan required for approval by the Council in respect of the Hawley Wharf Development.

5.8 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council by sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2015/1937/P. Electronic Transfer shall be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

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

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

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

5.11 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 Permission reference number 2015/1937/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 on written demand 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 nor its 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 With the exception of clause 4.1, this Agreement shall not be enforceable directly against individual occupiers or individual occupational tenants (including, for the avoidance of doubt, the mortgagees or chargees of such occupiers or tenants and sub-lessees of those mortgagees or tenants) in each case of individual units at the Development.

CANAL AND RIVER TRUST

- 6.10 CRT covenants with the Council that it will not itself carry out the Development without complying with the covenants on the part of the Owner in this Agreement so far as applicable to that part of the Development which lies within CRT's freehold interest, subject always to Clause 6.11.
- 6.11 Nothing in this Agreement shall impose any planning obligation or shall apply to or otherwise affect CRT's freehold land or airspace adjacent to the Property.

MORTGAGEE EXEMPTION

- 6.12 Nomura hereby consents to the Owner entering into this Agreement and agrees that the security of its charge over the Property shall take effect subject to this Agreement.
- 6.13 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or charge 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 if it were a person deriving title from the Owner.

7. OBLIGATIONS OF THE COUNCIL

The Council hereby covenants with the Owner as follows:-

- 7.1 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 7.2 In the event of receipt of any contribution payable pursuant to Clause 4 of this Agreement by the Owner the Council covenants to spend (or commit for expenditure) the contributions referred to in Clause 4 for the purposes specified in this Agreement for which the contributions are paid.
- 7.3 Wherever in this Agreement reference is made to the phrase "following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development ..." or wording of equivalent effect the Council shall act reasonably to enforce such clause.

8. MISCELLANEOUS

- 8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement
- 8.2 This Agreement is governed by and shall be interpreted in accordance with the law of England.

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

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)

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

- (I) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- (J) Details of proposed parking bays suspensions and temporary traffic management orders.
- (K) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- (L) Details of hoarding required or any other occupation of the public highway.
- (M) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- (N) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- (O) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- (P) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- (Q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- (R) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- (S) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"

- (T) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- (U) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-
- (1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
 - (2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
 - (3) All vehicles associated with the construction of the Development must:
 - (i) Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - (ii) Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - (iii) Have a Class VI Mirror
 - (iv) Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- (V) Any other relevant information with regard to traffic and transport.
- (W) The 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 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**
 - 1.1 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
 - 1.2 Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ www.nationalrail.co.uk)
 - 1.3 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
 - 1.4 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:

- 5.1 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.
- 5.2 a review of any on-site parking charges
- 5.3 consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- 5.4 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:

7.1 secure and well-lit workplace cycle parking

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

7.2 changing and showering facilities

7.3 cycle allowance for work-related journeys

7.4 cycle and equipment loans and insurance

7.5 cycle repair facilities

7.6 cycle pool for work-related journeys

7.7 a Bicycle Users Group (BUG) to progress cyclists issues on site

7.8 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:

8.1 identify the number and type of servicing vehicles required for the Property;

8.2 Limit the size of vehicle where a larger vehicle will create servicing conflicts;

8.3 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

8.4 encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

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

1. **REVIEW THE PROPERTY'S TRANSPORT ACCESSIBILITY**

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

2. **CONSULTATION WITH OCCUPIERS**

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

3. **USER CONSULTATION AND TRAVEL SURVEYS**

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

4. **IMPLEMENTATION**

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

5. **MONITOR AND REVIEW**

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

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/undertaking 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 developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers 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 developers meet 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 developer, main contractor and subcontractors.

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

2.1 Actions & Responsibilities of Main Contractor

2.1.1 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.

2.1.2 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.

2.1.3 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:

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

(B) 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.

(C) 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)

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

2.1.4 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

2.1.5 The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.

2.1.6 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**

2.2.1 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).

2.2.2 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 :

(A) 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.

(B) 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 developers 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 developer, 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 developer, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

EXECUTED as a Deed by **GROUND GILBEY LIMITED** (a company incorporated in the British Virgin Islands)

by Darren Toudic
and John Germain
being persons who in accordance with the laws of the territory are acting under the authority of the company

D. Toudic

[Signature]

Signed as a Deed by
acting for and on behalf of **NOMURA INTERNATIONAL PLC** under a Power of Attorney dated 24 July 2015

Attorney's Name: Andrew Macken

In the presence of [Signature]

Witness' name: Thomas Corhill

Witness' address: 1 Angel Lane, London

Witness' occupation: Solicitor

A. Macken

THE COMMON SEAL of THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN was hereunto affixed in the presence of:

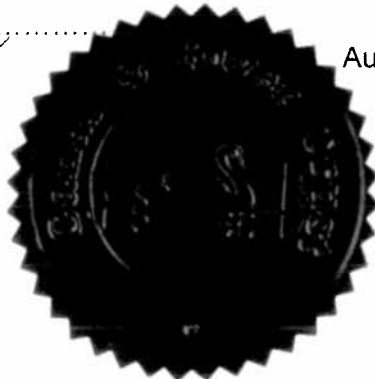
R. Alexander



Authorised signatory

EXECUTED AS A DEED by affixing the Common Seal of THE CANAL & RIVER TRUST in the presence of

[Signature]



Authorised signatory

1460

Annexure One
Draft Planning Permission

Gerald Eve LLP
72 Welbeck Street
London
W1G 0AY

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

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

Application Ref: **2015/1937/P**

18 August 2015

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**39-45 Kentish Town Road
London
NW1**

Proposal:

DECISION
Erection of a six-storey mixed use building comprising flexible employment/gym at ground floor level and 24 flats (1 x studio, 9 x 1 bed, 9 x 2 bed and 5 x 3 bed) together with associated works to create public realm improvements and landscaping.

Drawing Nos: Drawing Numbers:

EP_(00)_ 1000 P01, EP_(00)_ 1190 P01, EP_(00)_ 1200 P01, EP_(00)_ 1210 P01,
EP_(00)_ 1220 P01, EP_(00)_ 1230 P01, EP_(00)_ 1240 P01, EP_(00)_ 1250 P02,
EP_(00)_ 1260 P01, EP_(00)_ 2000 P02, EP_(00)_ 3000 P01, TF752/TS/101, Sketch
numbers SK034, SK035, SK036.

Documents:

Town Planning Statement prepared by Gerald Eve (March 2015), Transport Statement prepared by Arup (30 March 2015), Sustainability Statement prepared by Hoare Lea (30th March 2015), Statement of Community Involvement prepared by London Communications Agency (March 2015), Geotechnical and Geoenvironmental Interpretative Report - Revision 2 prepared by CGL (March 2015), Energy Strategy prepared by Hoare Lea Rev B (30th March 2015), Drainage Philosophy Statement Rev 3 prepared by Walsh Associates (25/03/2015), Internal Daylight and Sunlight Report prepared by Daylight + Solar Design (March 26, 2015), Daylight and Sunlight Report prepared by GIA (24th March 2015), Basement Impact Assessment Revision 2 prepared by CGL (March 2015), A Written Scheme of Investigation for a programme of Archaeological mitigation during the Camden

Lock Village redevelopment, Air Quality Assessment prepared by Waterman (March 2015), Acoustic Strategy for Planning prepared by Hoare Lea, Access Statement for Planning prepared by Arup (30 March 2015), Counterfactual Study prepared by AHMM (30th March 2015), Design and Access Statement prepared by AHMM (March 2015), Financial Viability Report prepared by Gerald Eve (March 2015) (due to commercial sensitivity this report is confidential).

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 3 years

The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

2 Plan numbers

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

Approved plans:

EP_(00)_ 1000 P01, EP_(00)_ 1190 P01, EP_(00)_ 1200 P01, EP_(00)_ 1210 P01, EP_(00)_ 1220 P01, EP_(00)_ 1230 P01, EP_(00)_ 1240 P01, EP_(00)_ 1250 P02, EP_(00)_ 1260 P01, EP_(00)_ 2000 P02, EP_(00)_ 3000 P01, TF752/TS/101, Sketch numbers SK034, SK035, SK036.

Approved documents:

Town Planning Statement prepared by Gerald Eve (March 2015), Transport Statement prepared by Arup (30 March 2015), Sustainability Statement prepared by Hoare Lea (30th March 2015), Statement of Community Involvement prepared by London Communications Agency (March 2015), Geotechnical and Geoenvironmental Interpretative Report - Revision 2 prepared by CGL (March 2015), Energy Strategy prepared by Hoare Lea Rev B (30th March 2015), Drainage Philosophy Statement Rev 3 prepared by Walsh Associates (25/03/2015), Internal Daylight and Sunlight Report prepared by Daylight + Solar Design (March 26, 2015), Daylight and Sunlight Report prepared by GIA (24th March 2015), Basement Impact Assessment Revision

2 prepared by CGL (March 2015), A Written Scheme of Investigation for a programme of Archaeological mitigation during the Camden Lock Village redevelopment, Air Quality Assessment prepared by Waterman (March 2015), Acoustic Strategy for Planning prepared by Hoare Lea, Access Statement for Planning prepared by Arup (30 March 2015), Counterfactual Study prepared by AHMM (30th March 2015), Design and Access Statement prepared by AHMM (March 2015), Financial Viability Report prepared by Gerald Eve (March 2015) (due to commercial sensitivity this report is confidential).

Reason:

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

3 Quantum of housing

The development constructed and used pursuant to this permission shall provide when completed:

- no more than 24 residential units within a maximum of 2,638sqm gross external area of market housing floorspace.

Reason: To secure sufficient provision of affordable and other tenures of housing in a balanced and sustainable manner across the development in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies D3 and DP4 of the London Borough of Camden Local Development Framework Development Policies.

4 Green roof details and installation:

Full details in respect of the green 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, including a plan showing its area. 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 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.

5 Cycle parking

Before the occupation of the residential units, the approved cycle parking facility shall be provided in its entirety 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.

6 Level plans

No development shall commence until such time as the Council has confirmed in writing that it has received plans demonstrating the levels at the interface of the relevant phase of Development with the boundary of the Property and the Public Highway.

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy.

7 Plant areas

No plant or machinery shall be installed on the external parts of the building other than in the areas indicated as plant areas on the plans hereby approved.

Reason: To ensure that the appearance of any external plant is compatible with the appearance of the building and the area and to ensure that residential amenities are protected, in accordance with the requirements of policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP25 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

8 Noise levels

The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

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.

9 Sound insulation

Before development commences for any of the buildings that contain a residential use, sound insulation and details of mitigation shall be provided in accordance with a scheme to be approved in writing by the local planning authority. The residential units shall not thereafter be occupied other than in accordance with the approved sound insulation scheme.

Reason: To enable the Council to ensure a reasonable standard of residential amenity in the scheme in accordance with the requirements of policies CS6 and CS16 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.

10 Vibration levels

Prior to occupation of the development, details shall be submitted to and approved in writing by the Council, of building vibration levels and, together with appropriate mitigation measures where necessary. Details shall demonstrate that vibration will meet a level that has low probability of adverse comment and the assessment method shall be as specified in BS 6472:2008. No part of the development shall be occupied until the approved details have been implemented. Approved details shall thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by ground- or airborne vibration.

11 Hours of use

Any gym use hereby permitted shall not be carried out outside the following times: 08:00hrs to 23:00hrs Sunday to Thursday and Bank Holidays and 08:00hrs to 00:00hrs on Friday and Saturday.

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

12 Lifetime homes

The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

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

13 Wheelchair adaptable units

The 2 private wheelchair adaptable units, shall be capable of being adapted.

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

14 Submission of details

The details of the following shall be submitted to, and approved in writing by, the Local Planning Authority before any work is commenced on the relevant part of the development.

- a) Shopfronts; including sections, elevations and materials
- b) Details including sections at 1:10 of all windows and door frames.
- c) Details including materials of all balconies and roof terraces.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the site 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.

15 Samples

Samples of all facing materials shall be submitted to or 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 sample 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 if in CA] of the London Borough of Camden Local Development Framework Development Policies.

16 Replacement trees

Trees that do not survive for five years after they are planted shall be replaced.

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

All planting should take place in the following planting season with an aftercare plan to ensure longevity.

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

the requirements of policies CS14, CS15 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 Landscaping

a) Prior to the commencement of any landscape works on site, including proposals for the enhancement of biodiversity and a maintenance plan, full details of the proposed hard and soft landscaping, shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Canal & River Trust. The landscaping shall be carried out in accordance with the approved details.

b) The landscaped areas (to along the canal shall be delivered and ready for public use prior to occupation of Areas A, C and D.

Reason: In order to ensure that the development makes sufficient provision for permeability and public access across the site in accordance with the requirements of policies CS5 and 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.

19 Kentish Town Road access

Prior to the commencement of any landscape works on site, full details of the proposed replacement stairway to Kentish Town Road and associated terraced seating area have been submitted to and approved in writing by the Local Planning Authority in consultation with the Canal & River Trust. The development shall be carried out in accordance with the approved details.

Reason: To improve the appearance of the site when viewed from the waterside and to enhance the biodiversity of the area.

20 Lighting and CCTV

Prior to the commencement of any landscape works, full details of any proposed lighting and CCTV scheme shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Canal & River Trust. The approved lighting and CCTV scheme should be implemented prior to first occupation of the development.

Reason: In the interest of crime prevention, ecology, visual amenity and the waterway setting.

21 Lights, meter boxes, flues, vents or pipes

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

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

22 Design and method statements

The development hereby permitted shall not be commenced until detailed design and method statements (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority which:

- " provide details on all structures
- " accommodate the location of the existing London Underground structures and tunnels
- " accommodate ground movement arising from the construction thereof
- " and mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels.

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with London Plan 2015 Table 6.1 and 'Land for Industry and Transport' Supplementary Planning Guidance 2012.

23 Land remediation measures (capping)

Where areas of soft landscaping are proposed a written scheme of remediation measures shall be submitted to and approved by the local planning authority. 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 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.

24 Contamination monitoring

In the event that additional significant contamination is found at any time when carrying out the approved development it must be reported in writing immediately to the local planning authority. An investigation and risk assessment must be undertaken in accordance with the requirements of the Environment Agency's Model Procedures for the Management of Contamination (CLR11), and where mitigation is necessary a scheme of remediation must be designed and implemented to the satisfaction of the local planning authority before any part of the development hereby permitted is occupied.

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.

25 Method statement

Before any vibro-impact works are undertaken on the site, a risk assessment and method statement shall be completed and the results submitted to and approved in writing by the Local Planning Authority in consultation with Network Rail.

Reason: to prevent any piling works and vibration from de-stabilising or impacting the railway.

26 Ground levels, earthworks and excavations

Prior to the commencement of the development full details of ground levels, earthworks and excavations to be carried out shall be submitted to and approved in writing by the Local Planning Authority and Network Rail.

Reason: To protect the adjacent railway.

27 Tower crane operations

Should any tower crane operation be proposed, prior to the commencement of such operations, full details of the tower crane operations and methodology shall be submitted to and agreed in writing by the LPA, in consultation with Network Rail.

Reason: To ensure the safety of the railway is not impacted by tower crane over-sailing or collapse

28 Archaeology

a) No development shall take place until the implementation of a programme of archaeological investigation in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the local planning authority in writing (in consultation with GLAAS).

b) No development or demolition shall take place other than in accordance with the Written Scheme of Investigation approved under Part (a).

c) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (a), and the provision made for analysis, publication and dissemination of the results and archive deposition has been secured.

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

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 2363).

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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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 this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or creates additional units of accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £205,950 for the

Mayor's CIL and £686,875 for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

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

No impact piling shall take place until a piling method statement (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 in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement. Reason: The proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.

5

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 2363).

6

The applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of design, assessment, monitoring strategy and associated method statements, in particular with regard to: demolition; excavation; piling and construction methods.

7

The applicant/developer should refer to the current "Code of Practice for Works affecting the Canal & River Trust" to ensure that any necessary consents are obtained. Please visit <http://canalrivertrust.org.uk/about-us/for-businesses/undertaking-works-on-our-property>. The applicant is advised that surface water discharge to the waterway will require prior consent from the Canal & River Trust. Please contact Nick Pogson from the Canal & River Trust Utilities

team (nick.pogson@canalrivertrust.org.uk).

The applicant/developer is advised that any oversail, encroachment or access to the waterway requires written consent from the Canal & River Trust, and they should contact the Canal & River Trust regarding the required access agreement.

8

The written scheme of investigation will need to be prepared and implemented by a suitably qualified archaeological practice in accordance with English Heritage Greater London Archaeology guidelines. It must be approved by the planning authority before any on-site development related activity occurs.

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

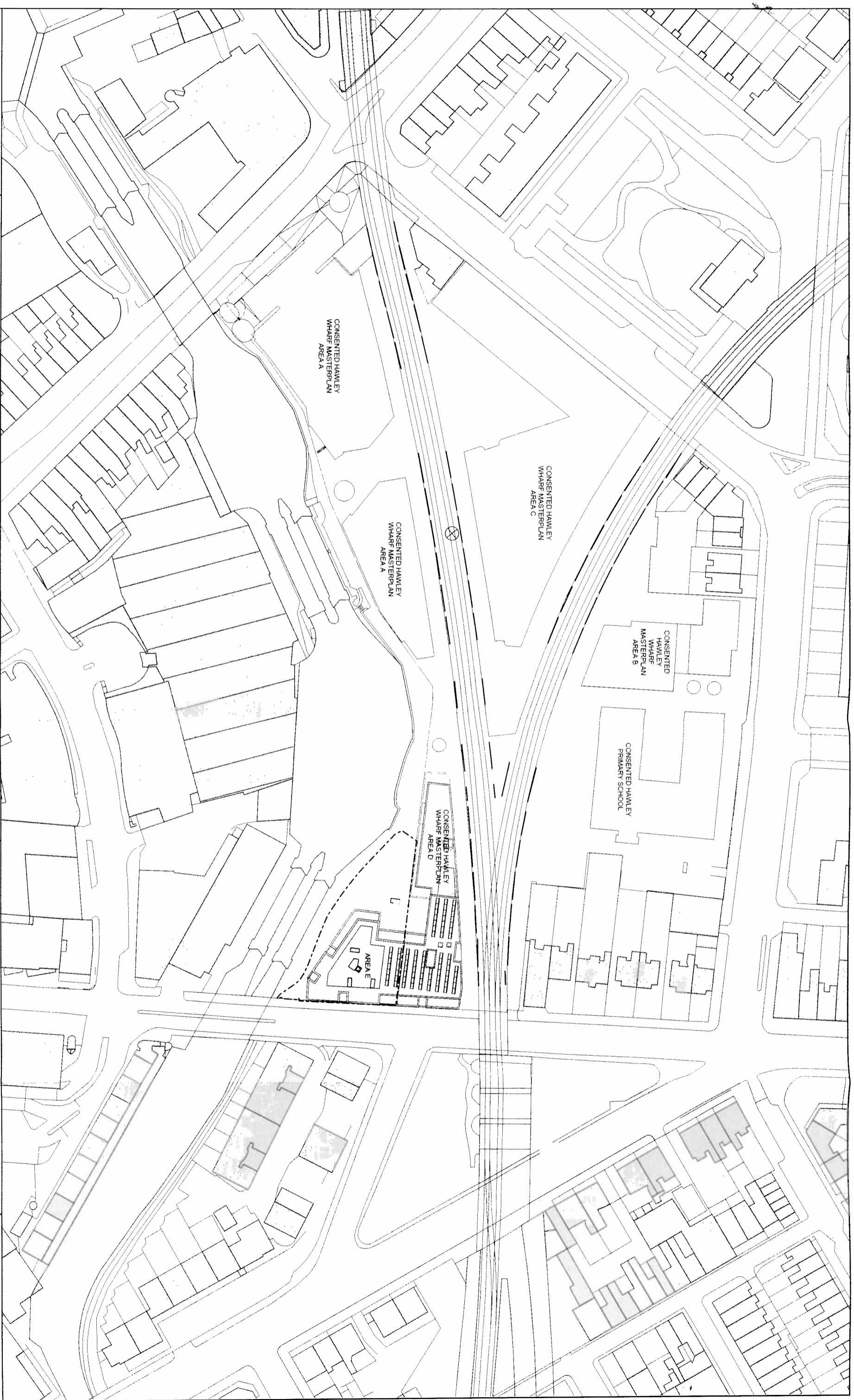
DRAFT

Culture and Environment Directorate

DECISION

**Annexure Two
Plans**

**Plan 1
Site Plan**



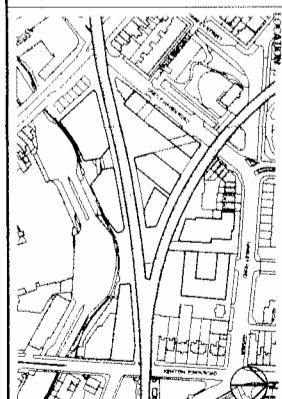
Boundary line
 Area E registration boundary
 City registration boundary
 NOTE: Shaded areas in this plan are registration boundaries

REV	DATE	DESCRIPTION
1/01	27/02/2015	FOR PLANNING

CLIENT	CONSULTANT
ALL FORD HALL MONAGHAN MORRIS	MECHANICAL ENGINEER
	MECHANICAL ENGINEER
	COST CONSULTANT
	PROJECT MANAGER
	ARCHITECTURAL CONSULTANT
	LANDSCAPE CONSULTANT
	SPECIALIST CONSULTANT

NOTE
1 Do not scale from this drawing
2 All dimensions to be checked on site
3 Report all dimensions to be checked on site
4 The dimensions for the building are given in millimetres (mm) to the nearest millimetre (mm)
5 The dimensions for the building are given in metres (m) to the nearest millimetre (mm)
6 The dimensions for the building are given in metres (m) to the nearest millimetre (mm)
7 The dimensions for the building are given in metres (m) to the nearest millimetre (mm)
8 The dimensions for the building are given in metres (m) to the nearest millimetre (mm)
9 The dimensions for the building are given in metres (m) to the nearest millimetre (mm)
10 The dimensions for the building are given in metres (m) to the nearest millimetre (mm)

ALL FORD HALL MONAGHAN MORRIS
 MECHANICAL ENGINEER
 52/53 OLD STREET, LONDON, EC1Y 4EG
 TEL: (020) 7281 0281 FAX: (020) 7281 0222 WEB: WWW.AFM.CO.UK

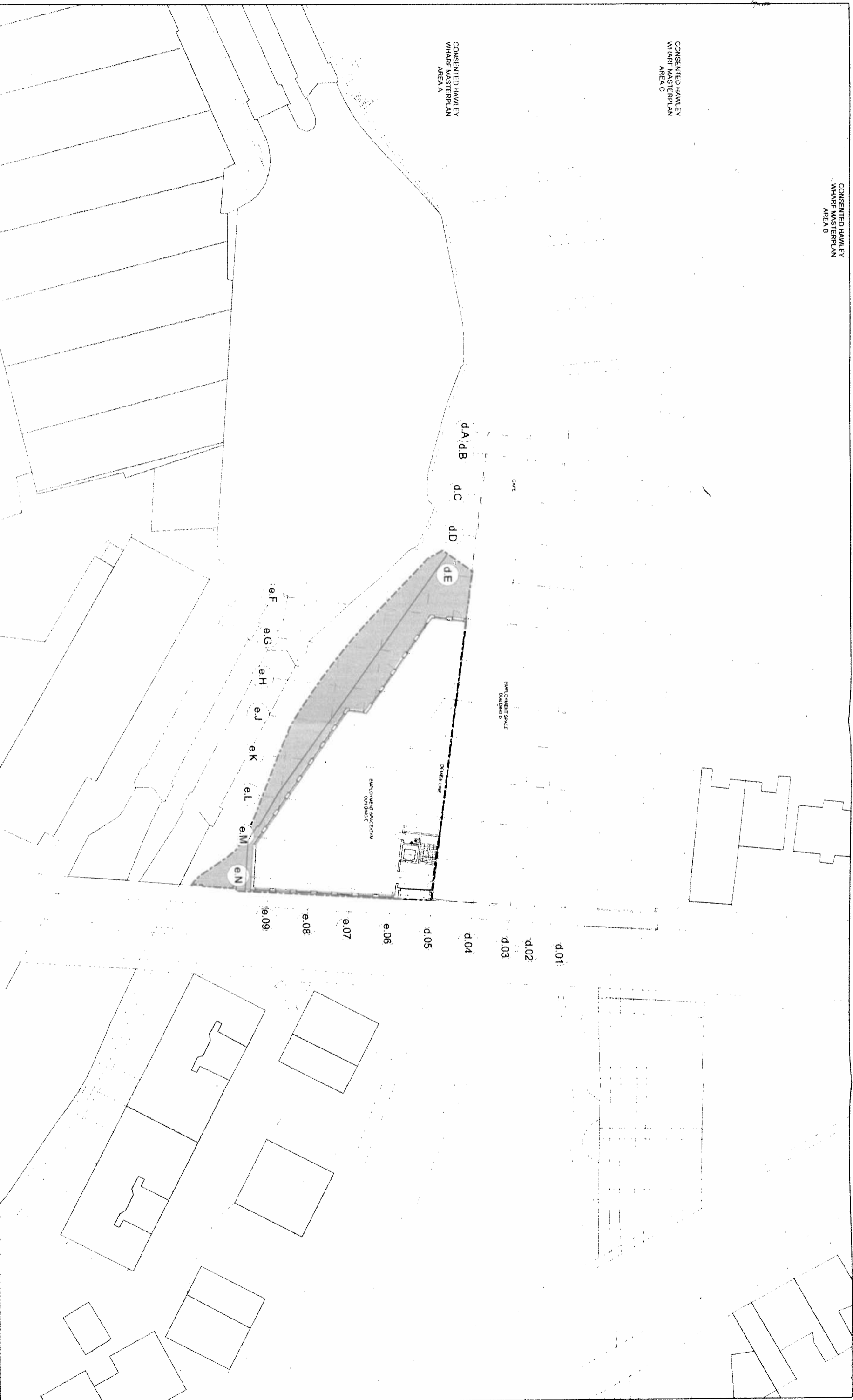


Drawn by: JRM	Checked: JRM	Scale: 1:500 @ A1	Drawn by: JRM	Checked: JRM	Scale: 1:500 @ A1
Project: 13096	Client: JR	Site: EP_001_1000	Project: 13096	Client: JR	Site: EP_001_1000
BUILDING E - SITE PLAN			CAMDEN LOCK VILLAGE		
ALL FORD HALL MONAGHAN MORRIS			CAMDEN LOCK VILLAGE		
MECHANICAL ENGINEER			CAMDEN LOCK VILLAGE		
52/53 OLD STREET, LONDON, EC1Y 4EG			CAMDEN LOCK VILLAGE		
TEL: (020) 7281 0281 FAX: (020) 7281 0222 WEB: WWW.AFM.CO.UK			CAMDEN LOCK VILLAGE		

Plan 2
Public Realm Plan

CONSENTED HAMLEY WHARF MASTERPLAN AREA C

CONSENTED HAMLEY WHARF MASTERPLAN AREA A



NOTE: Symbols are indicative only

Area of public open space

Application boundary

Existing fence/line

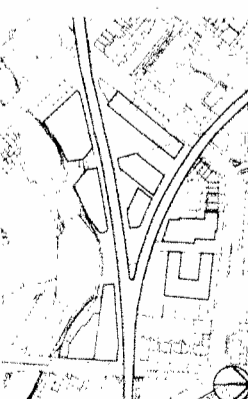
CONSULTANTS

CLIENT
 CONTRACTOR
 STRUCTURAL ENGINEER
 MECHANICAL ENGINEER
 COST CONSULTANT
 PROJECT MANAGER
 ARCHITECTURAL CONSULTANT
 CLADDING CONSULTANT
 SPECIFICATIONS CONSULTANT

NOTE

1 Do not scale from this drawing.
 2 All dimensions are in millimetres unless otherwise stated.
 3 The drawing may be used in an advisory capacity only.
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 5 The drawing may be used in an advisory capacity only.
 6 The drawing may be used in an advisory capacity only.
 7 The drawing may be used in an advisory capacity only.
 8 The drawing may be used in an advisory capacity only.
 9 The drawing may be used in an advisory capacity only.

LOCATION



ALLFORD HALL MONAGHAN MORRIS ARCHITECTS

32-34 ST. JOHN STREET, LONDON EC1A 4JN
 TEL: 020 7533 1133 FAX: 020 7533 1134
 WWW.AHM.CO.UK

CAMDEN LOCK VILLAGE

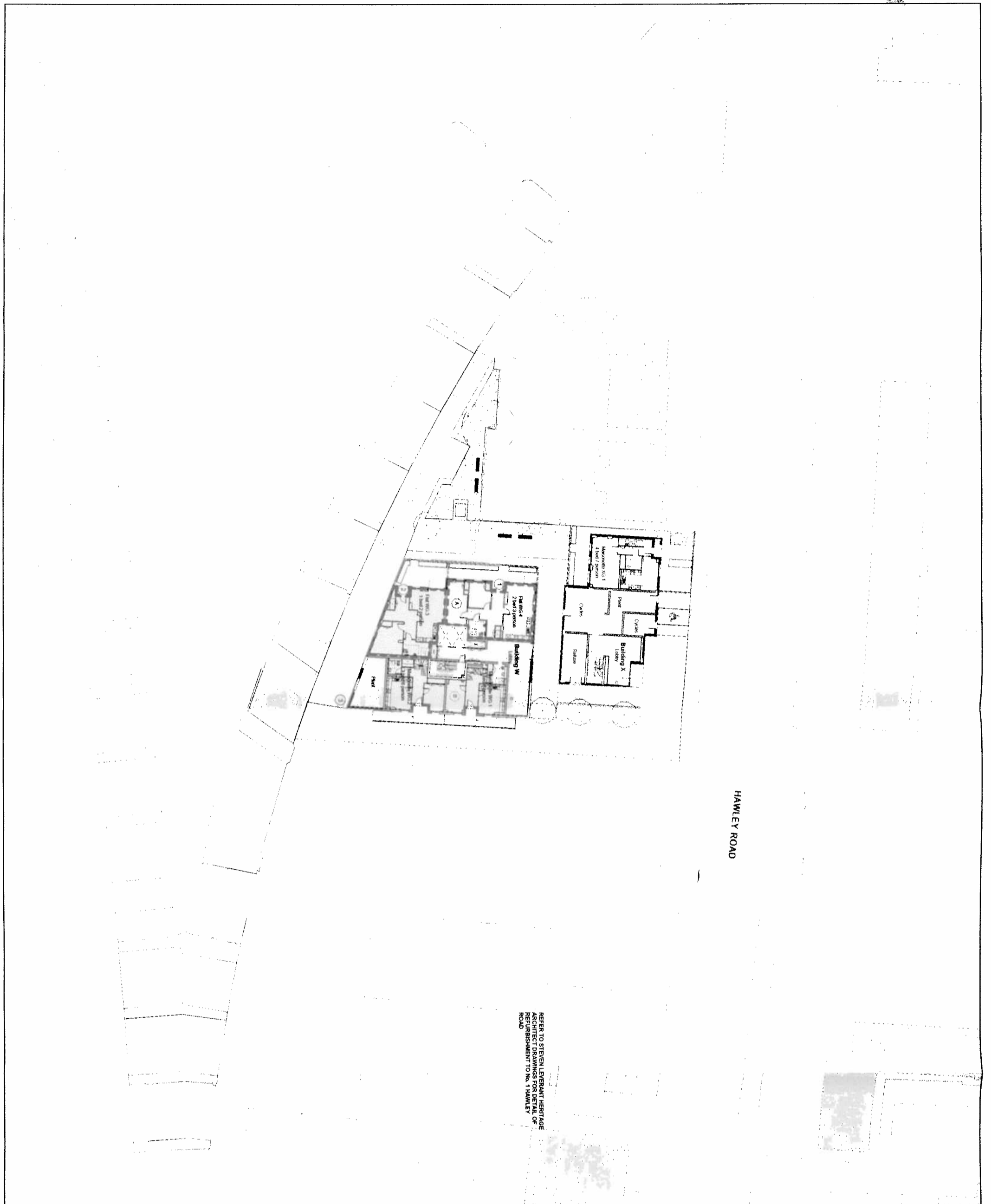
BUILDING E - Ground Level

Project No: 13096

SK 032 - 150603

Plan 3
Affordable Housing Site

Plan 4
Social Rented Units



HAWLEY ROAD

REFER TO STEVEN LEVYANT HERITAGE ARCHITECT DRAWINGS FOR DETAIL OF BUILDING W AND BUILDING X. REFRESHMENT TOWN, 1 HAWLEY ROAD

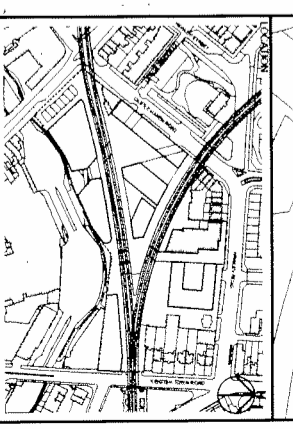
- 1 New entrance to Flat WC4
- 2 New entrance to Flat WC3
- 3 New gate entrance to this WC3 - WC4
- A FFL changed to -26.200 m AOD. Previously -26.450 m AOD at parking
- B FFL changed to -26.480 m AOD. Previously -26.600 m AOD at parking

General Notes:
 - Dotted lines indicate all items as per updated MEP strategy
 - Structural Layouts are indicated only

REV	DATE	DESCRIPTION
P01	08/08/15	Approved social apartments added to the building ground floor
REV	DATE	DESCRIPTION

CONSULTANTS	CLIENT
COMPTON	SHAW GROUP
ARCHITECT	WYATT CHAMBERS
MECHANICAL ENGINEER	WYATT CHAMBERS
COST CONSULTANT	COMPTON & THORNTON
PROJECT MANAGER	AND
ACQUISITION CONSULTANT	AND
TRANSPORT CONSULTANT	AND
LANDSCAPE ARCHITECT	AND
CRIM CONSULTANT	AND

NOTES:
 1. Do not scale from this drawing.
 2. All dimensions to be checked on site by the contractor and such dimensions to be independently verified, approved and ascertained by the architect.
 3. This document may be revised or amended without notice to the contractor.
 4. The contractor is responsible for making any necessary adjustments to the drawings to suit the site conditions and to ensure that they meet the requirements of the relevant building regulations and to ensure that they meet the requirements of the relevant building regulations and to ensure that they meet the requirements of the relevant building regulations.



ALFORD HALL MONAGHAN MORRIS
 ARCHITECTS
 52, 53 OLD STREET, LONDON, EC1Y 4QA
 TEL: 020 7291 5001 FAX: 020 7291 5002 WEB: WWW.ALMORRIS.CO.UK

2016-08-08
 CAMDEN LOCK VILLAGE
 3 story 100% brick
 GA PLAN - GROUND FLOOR

Drawn by	Checked	Scale	Sheet
DC	WL	1:250 @ A1	PLANNING
Project	Drawing No.	Revision	Issued
12001	B_(00)_100		P03