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Tibbalds Planning and Urban Design
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169 Tower Bridge Road
London
SE1 3JB

Application Ref: **2015/3076/P**
Please ask for: **Seonaid Carr**
Telephone: 020 7974 2766

9 December 2015

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:

**Regent's Park Estate
Robert Street
London
NW1**

Proposal:

Two-phased mixed use development to provide 116 residential units (Class C3), community facility (Class D1) and retail and commercial space (Class A1/A3/A4) across 8 plots including on green/open space in plots 2,3,4. Development would range from 3 to 11 storeys in height, with associated landscape and public realm works, reorganisation of car parking and associated infrastructure works, following demolition of Dick Collins Hall, Victory Public House, and the Cape of Good Hope Public House. All in association with High Speed 2 proposals.

Drawing Nos: 5436/5.4/01; P1-001; P1-100 revA; P1-101 revA; P1-102; P1-103; P1-104; P1-105; P1-106; P1-201; P1-202; P1-301; P1-302; P1-303; P1-304; P1-401; P1-402; P3-001; P3-100 revA; P3-101 revA; P3-102; P3-103; P3-104; P3-105; P3-106; P3-107; P3-201; P3-301; P3-302; P3-303; P3-304; P3-401; P3-402; P5-001; P5-100 revA; P5-101 revA; P5-102; P5-103; P5-104; P5-105; P5-106; P5-201; P5-202; P5-301; P5-302; P5-303; P5-304; P5-401; P5-402; 1050 revA; 1120; 1121; 1122; 1123; 1150 revA; 1199; 1200 revA; 1201; 1202; 1203; 1204; 1205; 1220 revA; 1221; 1222; 1223; 1251; 2050; 2120; 2121; 2122; 2123; 2200; 2201; 2202; 2203; 2220; 2221; 2222; 2223; 2250; 3050; 3120; 3121;



3122; 3150; 3199; 3200 revA; 3201; 3202; 3203; 3204 revA; 3205 revA; 3206; 3220 revA; 3221 revA; 3222 revA; 3223 revA; 3250 revA; 3251 revA; 4050 revA; 4120; 4121; 4122; 4123; 4150 revA; 4200 revA; 4201; 4202; 4203; 4204; 4205; 4206; 4207; 4220 revA; 4221 revA; 4222 revA; 4223 revA; 4250 revA; 4251 revA; 4252 revA; 5050 revA; 5120; 5121; 5122; 5123; 5150 revA; 5200 revA; 5201; 5202 revA; 5203; 5204 revA; 5205; 5206 revA; 5207; 5208; 5209; 5210; 5211; 5220 revA; 5221 revA; 5222 revA; 5223 revA; 5250; 5251 revA; 5252 revA; 114 RPE S1 001; 114 RPE S1 100 revB; 114 RPE S1 101; 114 RPE S1 102; 114 RPE S1 103; 114 RPE S1 104; 114 RPE S1 105; 114 RPE S1 001; 114 RPE S2 100 revA; 114 RPE S2 101; 114 RPE S3 001; 114 RPE S3 100 revB; 114 RPE S3 101; 114 RPE S3 102; 114 RPE S3 103; 114 RPE S4 001; 114 RPE S4 100 revB; 114 RPE S4 101; 114 RPE S4 102; 114 RPE S4 103; 114 RPE S4 104; 114 RPE S4 105; 114 RPE S5 001; 114 RPE S5 100 revB; 114 RPE S5 101; 114 RPE S5 102; 114 RPE S6 001; 114 RPE S6 100 revA; 114 RPE S6 101; 114 RPE S6 102; 114 RPE S8 001; 114 RPE S8 100 revB; 114 RPE S8 101; 114 RPE S9 001; 114 RPE S9 100 revA; 114 RPE S9 101; 114 RPE M1 001; 114 RPE M1 100 revB; 114 RPE M1 101; 114 RPE M1 102; 114 RPE M2 001; 114 RPE M2 100 revB; 114 RPE M2 101; 114 RPE M3 001; 114 RPE M3 100 revA; 114 RPE M3 101 revA; 114 RPE M3 102; 114 RPE M3 103; 114 RPE M3 104; 114 RPE M3 105; 114 RPE M3 106; 114 RPE GI 100; 114 RPE GI 200; 114 RPE GI 201; 114 RPE GI 300; 114 RPE GI 400; 114 RPE GI 500; 114 RPE GI 600; 114 RPE GI 700; 114 RPE GI 701 and 114 RPE GI 800;

Supporting Documents: Planning and Design and Access Statement, May 2015, Tibbalds Planning and Urban design, Matthew Lloyd Architects, Mae and East; Transport Assessment, May 2015, Campbell Reith; Heritage Statement, May 2015, Tibbalds Planning and Urban Design; Archaeological Statement, May 2015, Campbell Reith and Oxford Archaeology; Air Quality Statement, May 2015, Campbell Reith and Air Quality Consultants; Land Quality Statement, May 2015, Campbell Reith; Energy and Sustainability Statement, May 2015, TGA Engineers; Daylight and Sunlight Assessment (neighbouring properties), May 2015, Right of Light Consulting; Daylight and Sunlight Assessment (within development), May 2015, Right of Light Consulting; Ecology Statement, May 2015, Campbell Reith and Thomson Ecology; Noise and Vibration Assessment, May 2015, Campbell Reith and Accon UK Environmental Consultants; Flood Risk Assessment, May 2015, Campbell Reith; Outline Construction Management Plan, May 2015, Campbell Reith; Basement Impact Assessment, May 2015, Campbell Reith and Tree Survey and Arboricultural Impact Assessment, May 2015, Campbell Reith and Thomson Ecology

The Council has considered your application and decided to grant permission subject to the following condition(s):

Condition(s) and Reason(s):

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

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

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

Drawing Numbers: 5436/5.4/01; P1-001; P1-100 revA; P1-101 revA; P1-102; P1-103; P1-104; P1-105; P1-106; P1-201; P1-202; P1-301; P1-302; P1-303; P1-304; P1-401; P1-402; P3-001; P3-100 revA; P3-101 revA; P3-102; P3-103; P3-104; P3-105; P3-106; P3-107; P3-201; P3-301; P3-302; P3-303; P3-304; P3-401; P3-402; P5-001; P5-100 revA; P5-101 revA; P5-102; P5-103; P5-104; P5-105; P5-106; P5-201; P5-202; P5-301; P5-302; P5-303; P5-304; P5-401; P5-402; 1050 revA; 1120; 1121; 1122; 1123; 1150 revA; 1199; 1200 revA; 1201; 1202; 1203; 1204; 1205; 1220 revA; 1221; 1222; 1223; 1251; 2050; 2120; 2121; 2122; 2123; 2200; 2201; 2202; 2203; 2220; 2221; 2222; 2223; 2250; 3050; 3120; 3121; 3122; 3150; 3199; 3200 revA; 3201; 3202; 3203; 3204 revA; 3205 revA; 3206; 3220 revA; 3221 revA; 3222 revA; 3223 revA; 3250 revA; 3251 revA; 4050 revA; 4120; 4121; 4122; 4123; 4150 revA; 4200 revA; 4201; 4202; 4203; 4204; 4205; 4206; 4207; 4220 revA; 4221 revA; 4222 revA; 4223 revA; 4250 revA; 4251 revA; 4252 revA; 5050 revA; 5120; 5121; 5122; 5123; 5150 revA; 5200 revA; 5201; 5202 revA; 5203; 5204 revA; 5205; 5206 revA; 5207; 5208; 5209; 5210; 5211; 5220 revA; 5221 revA; 5222 revA; 5223 revA; 5250; 5251 revA; 5252 revA; 114 RPE S1 001; 114 RPE S1 100 revB; 114 RPE S1 101; 114 RPE S1 102; 114 RPE S1 103; 114 RPE S1 104; 114 RPE S1 105; 114 RPE S1 001; 114 RPE S2 100 revA; 114 RPE S2 101; 114 RPE S3 001; 114 RPE S3 100 revB; 114 RPE S3 101; 114 RPE S3 102; 114 RPE S3 103; 114 RPE S4 001; 114 RPE S4 100 revB; 114 RPE S4 101; 114 RPE S4 102; 114 RPE S4 103; 114 RPE S4 104; 114 RPE S4 105; 114 RPE S5 001; 114 RPE S5 100 revB; 114 RPE S5 101; 114 RPE S5 102; 114 RPE S6 001; 114 RPE S6 100 revA; 114 RPE S6 101; 114 RPE S6 102; 114 RPE S8 001; 114 RPE S8 100 revB; 114 RPE S8 101; 114 RPE S9 001; 114 RPE S9 100 revA; 114 RPE S9 101; 114 RPE M1 001; 114 RPE M1 100 revB; 114 RPE M1 101; 114 RPE M1 102; 114 RPE M2 001; 114 RPE M2 100 revB; 114 RPE M2 101; 114 RPE M3 001; 114 RPE M3 100 revA; 114 RPE M3 101 revA; 114 RPE M3 102; 114 RPE M3 103; 114 RPE M3 104; 114 RPE M3 105; 114 RPE M3 106; 114 RPE GI 100; 114 RPE GI 200; 114 RPE GI 201; 114 RPE GI 300; 114 RPE GI 400; 114 RPE GI 500; 114 RPE GI 600; 114 RPE GI 700; 114 RPE GI 701 and 114 RPE GI 800.

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

- 3 Notwithstanding the provisions of Class D of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the premises indicated for D1 use to the ground floor of the Robert Street Car Park site shall not be used for any other purpose in Class D1 other than to provide community facility for the use of the local communities.

Reason: To ensure the acceptable impact of the non-residential institutional uses on the amenity of neighbours and local transport conditions in accordance with Policy CS10 of the London Borough of Camden Local Development Framework Core Strategy and policy DP15, DP16 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The shop front windows to the commercial units shall be used for display purposes and the window glass must not be painted or obscured.

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

- 5 No flat roofs within the development shall be used as terraces without the prior express approval in writing of the Local Planning Authority.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to commencement of any phase other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, a community safety statement setting out details of security measures to all buildings and the public realm within the phase, including external lighting, CCTV, basement security measures, lighting to entrance areas, control of access points and other related controls and measures shall be submitted to the local planning authority. No part of the relevant phase shall be occupied until such time as the local authority has approved the community safety statement in writing.

The development shall be carried out in accordance with any such approved measures and shall be thereafter maintained.

Reason: To ensure that suitable measures are taken in respect of security of the site, in accordance with the requirements of policy CS17 of the London Borough of Camden Local Development Framework Core Strategy.

- 7 Prior to commencement of the relevant part of the development of any phase other

than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, a tree schedule shall be submitted to and approved in writing by the Local Planning Authority. The tree schedule shall include details of replacement tree planting including replanting species, position, date, size and details of when trees shall be replanted. Tree planting shall then be implemented in accordance with the approved details.

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.

- 8 Prior to commencement of works on the Victory Public House site, details shall be submitted to and approved in writing by the Council, of the sound insulation of the floor/ ceiling/ walls separating the commercial part(s) of the premises from any noise sensitive premises. Details shall demonstrate that the sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ is enhanced by at least 10dB above the Building Regulations value and, where necessary, additional mitigation measures are implemented to contain commercial noise within the commercial premises and to achieve the noise criteria of BS8233:2014 within noise sensitive premises. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ adjacent dwellings/ noise sensitive premises is not adversely affected by noise as required by policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 9 No music shall be played on any of the commercial premises in such a way as to be audible within any adjoining premises.

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.

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

Reason: To safeguard the amenities of the [adjoining] premises [and the area generally] in accordance with the requirements of policy CS5 of the London

Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Prior to commencement of the relevant part of the development of any phase other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:
- a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;
 - b) Plan, elevation and section drawings, including fascia, cornice, pilasters and glazing panels of the new shopfronts at a scale of 1:10;
 - c) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).
 - d) 2m by 2m panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing.
 - e) Detailed plans and manufacture's specification of privacy screening to St Bede's Mews and screening system to the Victory, demonstrating height and material.

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site for duration of the relevant part of development.

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.

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

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

- 13 Prior to the occupation of St Bede's Mews and the Victory sites the privacy screening shall be implemented in full. The screening shall be permanently retained thereafter.

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

- 14 Prior to commencement of the relevant part of the development of any phase other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 [if A3/A4/A5 use] of the London Borough of Camden Local Development Framework Development Policies.

- 15 Prior to commencement of the relevant part of the development of any phase other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground level, proposals for the enhancement of biodiversity, including the planting of native species, habitat to support hedgehogs, birds and bats, and pollinator planting for bees. Details of replacement hedgerows with at least an equivalent nature conservation value shall also be provided. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To ensure that the landscaping is carried out within a reasonable period

and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 17 Noise levels in rooms of the hereby approved buildings shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas and predicted noise levels in report ref:11775, dated May 2015. Prior to commencement of the relevant part of the development details of the noise levels of blocks fronting Hampstead Road (Newlands site and Rydal Water site) shall be submitted to and approved in writing by the Local Planning Authority and thereafter be permanently retained.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 18 Prior to occupation of the hereby approved development, details shall be submitted to and approved in writing by the Local Planning Authority, of building vibration levels together with appropriate mitigation measures as stated in report ref: 11775, dated May 2015. 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 safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 19 Prior to commencement of the relevant part of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, details shall be submitted to and approved in writing by the Local Planning Authority, of an enhanced sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ of at least 5dB above the Building Regulations value, between floor and ceiling separating different types of rooms in adjoining dwellings, [eg. living rooms and kitchens above bedrooms of separate dwellings]. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 20 The development hereby approved shall incorporate sustainable design principles and climate change adaptation measures into the design and construction of the development in accordance with the approved sustainability statement (Energy

and Sustainability Statement, May 2015, TGA consulting engineers), including but not limited to:

- Mitigation measures proposed to limit excessive solar gain to reduce the risk of overheating
- Adequate storage space for waste and recyclable materials
- Materials selection to minimise environmental impact and from a responsible source
- Green and brown roof proposals

Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards) and DP22 (Promoting sustainable design and construction).

- 21 The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water) of the London Borough of Camden Local Development Framework Development Policies

- 22 Prior to commencement of the superstructure construction, full details of the proposed mechanical ventilation system for each plot demonstrating that air inlet locations will be positioned away from busy roads and as close to roof level as possible should be submitted to the Local Planning Authority and approved in writing. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of residents in accordance with CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP32 of the London Borough of Camden Local Development Framework Development Policies.) and London Plan policy 7.14 (Improving air quality).

- 23 Prior to commencement of any development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, full details of the existing and proposed surface water run off rates for the 1in1 and 1in30 and 1in100 year storm with a 30% provision for climate change and to achieve a 50% reduction in surface water run off, and a means by which flow rates will be controlled.

The details of the sustainable urban drainage system thus approved and as noted in the approved SuDs drainage report, lesis Special Structures, July 2015 shall be

installed and shall thereafter be retained and maintained in accordance with the approved maintenance plan.

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

- 24 Prior to commencement of any development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition a method statement for a precautionary working approach to development should be submitted to the Local Authority and approved in writing. This shall include approaches to mitigate the impact on bats on the sites of the Victory and St Bede's. All site operatives must be made aware of the possible presence of protected species during works. If any protected species or signs of protected species are found, works should stop immediately and the Local Planning Authority should be notified, no work shall continue until agreed by the Local Planning Authority.

Reason: To ensure the development contributes towards the protection and creation of habitats and valuable areas for biodiversity in accordance with policy CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 25 Prior to commencement of the relevant part of the development of any phase other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

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

- 26 Prior to commencement of the relevant part of the development of any phase other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, full details in respect of the green and brown roof in the areas indicated on the approved roof plan in section 8.12 of the design and access statement shall be submitted to and approved by the local planning authority. 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.

Reason: To ensure that the green roof is suitably designed and maintained and undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 27 The implementation of the mitigation and gained areas of open space improvements hereby approved shall be provided as follows:
- a) Albany Street landscape works provided in full prior to occupation of the Dick Collins Hall site;
 - b) Stanhope Street/Robert Street landscape works provided in full prior to occupation of the Robert Street Car Park site;
 - c) Thirlemere Garden works provided in full prior to occupation of the Victory Public House site.
 - d) Varndell Street landscape works provided in full prior to occupation of the Newlands site.
 - e) The Tarns mitigation works provided prior to occupation of Rydal Water or as soon as practically possible following completion of HS2's use of the area for their construction works.

All areas of open space shall be provided in accordance with the details approved under condition 16 and permanently maintained.

Reason: To ensure the provision of open space for future and existing residents and to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 28 Prior to commencement of the superstructure construction, details of the layout of each cycle store and the internal configuration of cycle stands for residential units at each site shall be submitted to and approved in writing by the Local Planning Authority. Cycle storage facilities shall be secure and covered. The approved facilities shall thereafter be provided in full prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies and Policy 6.9 of the London Plan (2015).

- 29 Prior to occupation of the hereby approved units, detailed of the layout of cycle stands for visitors shall be submitted to and approved in writing by the Local Planning Authority. The approved facilities shall thereafter be provided in full prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of

Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies and Policy 6.9 of the London Plan (2015).

- 30 Should it not be possible to retain T17, the following steps shall be taken:
- a) Full details of the condition of the tree shall be submitted to and approved in writing by the Local Planning Authority.
 - b) Once removal has been agreed, details of a suitable replacement tree shall be submitted to and approved in writing by the Local Planning Authority. Details shall include details of replanting species, position, date and size.
 - c) The replacement tree shall be planted in the next available planting season following the completion of construction works at the Rydall Water or should the tree be removed following the completion of Rydall Water it shall be replaced at the next available planting season.

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.

- 31 Prior to occupation full details of electric vehicle charging points at Rydall Water and Victory Public House sites, and inclusion of information of these in home user guide (or similar) to mitigate exceedance of the Air Quality Neutral benchmark should be submitted to the Local Planning Authority and approved in writing. The charging points shall be installed in accordance with the approved details and thereafter maintained.

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.

- 32 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.

- 33 ** CMP

No construction activities other than site clearance and preparatory works, shall take place until a Construction Management Plan (CMP) including an Air Quality Assessment) has been submitted to and approved by the local planning authority.

The CMP shall set out all measures that the Owner will adopt in undertaking the

demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual.

Such plan shall include measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the construction period and which demonstrates consideration of and liaison with other local concurrent developments. The plan shall also include details of a community working group involving local residents and businesses, a contractor complaints/call-line and measures to be carried out to mitigate the impact of the noise arising from construction and demolition activities on local residents and businesses, a waste management strategy and means of monitoring and reviewing the plan from time to time.

The measures contained in the Construction Management Plan shall at all times remain implemented during all works of construction.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

34 ** KX working

The Owner shall use reasonable endeavours to ensure:

a) have entered into an agreement with Kings Cross Construction Skills Centre to:

- ensure that all job vacancies during the construction phases are registered with KCC at the same time as other recruitment efforts
- all reasonable endeavours are used to ensure that no less than 25% of the work force is comprised of residents of the London Borough of Camden
- that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) and that the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers

b) have entered into an agreement with the Kings Cross Construction Skills Centre (KXCSC) to ensure provision of no less than 4 construction trade apprentices employed for at least 52 weeks each

c) have demonstrated that they have worked with the Council's local procurement team to provide opportunities for Camden-based businesses to tender for the supply of goods and services during construction

d) that the Owner shall use reasonable endeavours to ensure that no less than 10 work placements shall be employed at the Development during each of

construction and occupation phases

e) that the Owner shall use reasonable endeavours to ensure that no less than 9 apprenticeship shall be employed

f) that the Owner shall use reasonable endeavours to ensure that no less than 8 school or college site visits during each of construction and occupation phases

g) that the Owner shall use reasonable endeavours to ensure that no less than 6 school or college workshops during each of construction and occupation phases

h) necessary measures to secure employment and training with apprentice shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to define the permission and to ensure that unemployed people within the Borough of Camden have training and employment opportunities during the construction phase of major developments and to source goods and services from local businesses in accordance with policy CS8 of the London Borough of Camden Local Development Framework Core Strategy and policy DP13 of the London Borough of Camden Local Development Framework Development Policies.

35 ** Sustainability Plan

On or prior to the Implementation Date a sustainability plan shall be submitted to and approved in writing by the local planning authority. Such plan shall :

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

(b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body certifying that the measures incorporated in the Sustainability Plan are achievable.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policies CS13, CS16 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22, DP23 of the London Borough of Camden Local Development Framework Development Policies.

36 ** Level plans

On or prior to the Implementation Date the Owner shall submit level plans for the approval in writing by the Local Planning Authority.

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.

37 ** Servicing and Vehicle Management Plan

Within three months of commencement of implementation, a Servicing and Vehicle Management Plan (SVMP) shall be submitted to the Local Planning Authority for approval. The plan shall include details of the following:

- a) a requirement for delivery vehicles to unload from a specific suitably located area including swept path drawings;
- b) details of a 'Waste and Recycling Strategy'
- c) details of the person(s) responsible for directing and receiving deliveries to the Property and measures to coordinate vehicle movements
- e) details of vehicle movements and deliveries (including size, frequency, duration, hours, proposed routes, nature of goods)
- f) measures to minimise impact on residents and ensure safety
- g) a servicing statement detailing minimisation of deliveries, coordinating needs of the different uses across the site
- h) details of temporary and permanent arrangements for provision of disabled bays within new public realm and
- i) mechanisms for vehicle control and enforcement of all vehicle controls and measures.

The school shall not be occupied until such time as the plan is approved in writing by the local planning authority.

No servicing shall take place on any part of the highway network or public realm other than in accordance with the servicing plan so approved.

Reason: To avoid obstruction of the surrounding streets and ensure the safety of pedestrians, cyclist and other road users, in accordance with the requirements of policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

38 **Highways Improvements

On or prior to the Implementation Date, confirmation that the necessary measures to secure highways improvements shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP17 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

39 ** Local Procurement

Prior to Implementation, a programme for local procurement shall be submitted to and approved in writing by the local planning authority. The programme shall detail opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code and the developer 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.

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

The construction of the Development shall not be carried out otherwise than in accordance with the approved programme for local procurement.

Reason: To ensure the development provides sufficient employment and training in line with the requirements of policy CS8 of the London Borough of Camden Local Development Framework Core Strategy and policy DP13 of the London Borough of Camden Local Development Framework Development Policies.

40 ** Energy Efficiency and renewables plan

On or prior to the Implementation Date, the developer shall submit to the Local Planning Authority for approval the Energy Efficiency and Renewable Energy Plan which shall include the following:

- (a) incorporation of measures set out in the submission document Energy and Sustainability Statement, May 2015 and addendums Letters: 'Additional Information and Clarifications on application 2015/3076/P, 6th Aug and 13th Aug from Tibbalds'
- (b) further details of how the Development's carbon emissions will be reduced by at least 25% by way of renewable energy technologies;
- (c) further details of how the approved Newlands site building would be designed to allow potential for interconnection to existing Newlands, being mindful of need to ensure efficiency of the plant serving new Newlands.
- (d) further details of how the Rydal Water site building and Newlands plant rooms are to be future-proofed for connection to a decentralised energy network including plant room layouts demonstrating allocated space for a future heat exchanger
- (d) a pre-Implementation review by an appropriately qualified and recognised independent verification body certifying that the above measures are achievable ;
- (e) measures to secure a post construction review by an appropriately qualified and recognised independent verification body certifying that the above measures

have been achieved and will be maintainable and

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

All such measures thus demonstrated shall be secured prior to first occupation of the development and thereafter retained and maintained in accordance with the manufacturers' recommendations.

Reason: To ensure the proposal is energy efficient and sustainable in accordance with policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

41 ** Car free

Prior to first occupation of the development hereby approved, the landowner would ensure through agreement that the occupiers of the premises are informed of the Council's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to s. 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, shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Council (with the exception of the carpark hereby approved) and nor shall they be entitled to be granted a Business Parking Permit.

Reason: In order to ensure that there is no additional parking pressure within the vicinity, in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP18 and DP19 of the London Borough of Camden Local Development Framework Development Policies.

42 ** Affordable Housing Plan

Prior to the Implementation Date an Affordable Housing Plan shall be submitted to the Council for approval.

Such plan to set out particulars of all residential accommodation, and to include details of the following, as relevant to that site:

- a) number of units, size of dwellings and tenure mix,
- b) confirmation that the phase would deliver a minimum of 50% market tenure units,
- c) the confirmed or anticipated ownership and management arrangements for each tenure of affordable housing units,
- d) demonstration of how all units would meet relevant lifetime homes and relevant size and layout standards,

e) details of the quantity, location and type of ancillary external residential amenity space to be provided,

No housing development within the phase to be implemented other than in accordance with the details approved in writing by the Local Planning Authority. Prior to first occupation of the relevant building the affordable housing wheelchair units as approved shall be provided, fitted out and retained in accordance with the plans as approved.

Reason: To secure housing provision of high quality housing with a sustainable and accessible mix of unit sizes and tenures in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP2, DP3, DP4, DP5 and DP6 of the London Borough of Camden Local Development Framework Development Policies.

43 ** Provision of Community centre

Prior to commencement of implementation of phase 2, the community facility located to the ground floor of the proposed Robert Street Car Park block shall be completed and shall be made available for occupation and use as a high quality and readily accessible community facility available and retained for the benefit of and use by the local communities.

Reason: To ensure the satisfactory re-provision of existing community facilities and existing employment space in accordance with Policy CS10 of the London Borough of Camden Local Development Framework Core Strategy and policies DP13 and DP15 of the London Borough of Camden Local Development Framework Development Policies.

44 ** Accessibility Plan

Prior to the Implementation Date an Accessibility Plan shall be submitted to an approved in writing to the Council. Such a plan shall secure the provision of Wheelchair Accessible Units wheelchair accessible units within the Development ("the Wheelchair Accessible Units") which shall provide for the following:-

- (a) be fitted out either:-
 - (i) in accordance with the Camden Wheelchair Housing Design Brief 2013 or any successor document for the Affordable Housing Units; or
 - (ii) in accordance with the Habinteg Wheelchair Housing Design Guide 2006 or any successor document for the Private Units
- (b) the number unit size and mix of homes and the storey level(s) of the Wheelchair Accessible Units;
- (c) a plan showing the location of the Wheelchair Accessible Units within the relevant phase of the Development;
- (d) demonstration of how all units would meet relevant lifetime homes and relevant size and layout standards;

(e) measures to ensure that any lift access to the Wheelchair Accessible Units is maintained at all times and in the event of routine maintenance or unexpected fault in relation to the lifts accessing the Wheelchair Accessible Units that such works/repairs are carried out diligently and in a way that endeavours to minimise disruption to wheelchair users;

(f) measures to ensure the Development is easily accessible residents and visitors to the Development who are wheelchair users;

(g) principles of inclusive design inform and are fully integrated within the Development; and

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

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.

45 ** Construction Phase Working Group

~~From the date of this planning permission the application shall invite the following to become members of the working group:~~

~~(a) representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents and/or businesses in the immediate locality subject to a maximum of five (5) persons~~

~~(b) the appointed project architect for the Development plus one additional representative as may be nominated by the Owner from time to time~~

~~(c) any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)~~

~~To~~

~~(a) procure that the project manager for the Development (and any other appropriate professional representatives of the Owners that the Parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group;~~

~~(b) appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residents and businesses in the locality and other interested parties about the operation of the Working Group such person to organise and attend all meetings of the Working Group all such meetings to take~~

place within easy walking distance of the First Property and the Second Property;
and

(c) ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Working Group.

Reason: To safeguard the amenity of the residents of Regent's Park Estate 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.

46 ** Environmental Contribution

On or prior to the Implementation Date to pay to the Council the Environmental Contribution of £55,350 in full.

Reason: To mitigate the impact of the proposed development on sustainability in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

47 ** Highways Contribution

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.

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.

Reason: To ensure that any damage caused as a result of the works is repaired prior to occupation of the buildings in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy.

48 ** Pedestrian Access Plan

Prior to the Implementation Date a Pedestrian Access Plan shall be submitted to and approved by the Council. The plan shall set out a package of measures to be adopted by the Owner in the management of the Development with a view to maintaining improving and enhancing the various pedestrian and cycle access routes across the Regents Park Estate as set out in the submission document Planning Design and Access Statement to ensure that permeability of the Regents Park Estate for pedestrians and cyclists is retained during the Construction Phase and following Occupation

Reason: To maintain pedestrian routes through the estate during the construction phase in accordance with CS11 of the London Borough of Camden Local Development Framework Core Strategy and DP17 of the London Borough of Camden Local Development Framework Development Policies.

49 ** Phasing Plan

On or prior to the Implementation Date to provide to the Council for approval a draft Phasing Plan. Implementation shall not commence until the plan has been approved by the Council. The plan shall provide details for Phase 1 and Phase 2 of the Development including details of timing and programming for construction and fitting out of each of the residential blocks forming part of the Relevant Phase of the Development ensuring the following:-

(a) identification of the construction programme for each Relevant Phase of the Development including estimated delivery times and dates;

(b) measures to ensure that the Dick Collins Hall site in Phase Two is not implemented until such time as the Community Centre within Robert Street Car Park is ready for occupation;

(c) programming to ensure the build out of the remaining phases of the Development within certain times; and

(d) 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

Reason: To safeguard the amenity of the residents of Regent's Park Estate 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.

50 ** Travel Plan

On or prior to the Implementation Date to:-

(a) submit to the Council the Travel Plan for approval; and

(b) pay to the Council the Travel Plan Monitoring Contribution

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.

51 ** Tree Management Plan

On or prior to the Implementation Date to provide the Council for approval a draft Tree Management Plan. Implementation shall not commence until the plan has been approved by the Council. The plan shall set out a package of measures to be adopted by the Owner in the management and care of the trees in the Development in order to ensure as far as possible that the trees are protected during construction and that all care and consideration is given to ensuring it is not damaged to the extent it needs to be felled as a result of the demolition and construction works.

Reason: To safeguard the existing and proposed trees that would form the

development in accordance with CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 52 Prior to commencement of the relevant part of the development of any phase other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, a supplementary scheme of vapour and water assessment shall be submitted and approved by the LPA in order to validate the proposed remediation as indicated in the Ian Farmer report dated August 2015 ref 5252382. The assessment shall identify which plots if any require additional risk assessment and remediation and a separate validation scheme shall be agreed with the LPA to mitigate the risks identified. Other than the plots identified for additional work all other plots shall be Remediated and validated in accordance with the Ian farmer remediation report ref 5252382.

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.

- 53 In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement, no works shall be progressed on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with ** in this notice of planning permission.

Reason: In order to define the permission and to secure development in accordance with policy CS19 of the London Borough of Camden Local Development Framework Core Strategy.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 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 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help

pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

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

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.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully



Ed Watson
Director of Culture & Environment

Ms Lizzie Cowan
Tibbalds Planning and Urban Design
19 Maltings Place
169 Tower Bridge Road
London
SE1 3JB

Application Ref: **2015/4232/P**
Please ask for: **Seonaid Carr**
Telephone: 020 7974 2766

9 December 2015

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:
Camden People's Theatre
58 Hampstead Road
London
NW1 2PY

Proposal:

Change of use of upper floors from sui generis to provide 5x residential (C3) units (4x one bed units and 1x two bed unit), erection of new stair tower, first floor rear extension, new roof terrace and alterations to front and rear facades.

Drawing Nos: (Pre fix 1328) P7-001; P7-002; P7-010; P7-011; P7-012; P7-013; P7-014; P7-015 Rev A; P7-031 Rev B; P7-099; P7-100; P7-101; P7-102; P7-103; P7-104; P7-105 Rev A; P7-106 Rev A; P7-301 Rev B; P7-401; Accon UK Sound Insulation Assessment (version A2524/N/005 28.09.2015); ACCON UK Briefing Note (Technical review note V4 28/09/2015); ACCON UK Technical Note (28th September 2015); Right of Light Daylight and Sunlight Study (June 2015); Planning Statement (July 2015); SD6 Air Quality Statement (May 2015); Addendum to Air Quality Assessment (June 2015); SD10 Ecology Assessment (May 2015); SD8 Energy and Sustainability Statement (May 2015); SD11 Noise and Vibration (May 2015); 1328_SK300915 (Sketch showing acoustic treatment at GF/1F dated 30/09/15); Design and Access Statement (July 2015).

The Council has considered your application and decided to grant permission subject to the following condition(s):



Condition(s) and Reason(s):

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

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

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

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

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: (Pre fix 1328) P7-001; P7-002; P7-010; P7-011; P7-012; P7-013; P7-014; P7-015 Rev A; P7-031 Rev B; P7-099; P7-100; P7-101; P7-102; P7-103; P7-104; P7-105 Rev A; P7-106 Rev A; P7-301 Rev B; P7-401; Accon UK Sound Insulation Assessment (version A2524/N/005 28.09.2015); ACCON UK Briefing Note (Technical review note V4 28/09/2015); ACCON UK Technical Note (28th September 2015); Right of Light Daylight and Sunlight Study (June 2015); Planning Statement (July 2015); SD6 Air Quality Statement (May 2015); Addendum to Air Quality Assessment (June 2015); SD10 Ecology Assessment (May 2015); SD8 Energy and Sustainability Statement (May 2015); SD11 Noise and Vibration (May 2015); 1328_SK300915 (Sketch showing acoustic treatment at GF/1F dated 30/09/15); Design and Access Statement (July 2015).

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

- 4 The noise level in rooms at the development hereby approved shall meet the current noise standard specified in BS8233:2014 for internal rooms and external amenity areas and mitigation measures implemented as per report ref: A2524/N/005 dated 28th September 2015.

Prior to first occupation of the development a post completion noise assessment shall be submitted to and approved by the local planning authority in writing. The assessment shall demonstrate compliance with the noise criteria and any additional steps to mitigate noise shall be taken, as necessary. The approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by vibration

- 5 Notwithstanding the approved plans, the proposed new residential entrance onto Drummond Street shall not open onto the street, but open inwards towards the property.

Reason: In the interest of highways safety as highlighted by policy DP16

- 6 The development hereby approved shall incorporate sustainable design principles and climate change adaptation measures into the design and construction of the development in accordance with the approved sustainability statement (Energy and Sustainability Statement, May 2015, TGA consulting engineers), including but not limited to:
- Mitigation measures proposed to limit excessive solar gain to reduce the risk of overheating
 - Materials selection to minimise environmental impact and from a responsible source

Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy and DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy and DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 8 The development hereby approved shall incorporate energy efficiency features following the hierarchy of energy efficiency, decentralised energy and renewable energy technologies set out in the London Plan (2011) Chapter 5 (particularly Policy 5.2) to secure a minimum 20% reduction in regulated CO2 emissions below the maximum threshold allowed under Part L 2013. Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter.

Reason: In the interest of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and DP22 of the London Borough of

Camden Local Development Framework Development Policies.

- 9 The footway and carriageway on the TLRN must not be blocked during the construction phase. Temporary obstruction during the works must be kept to a minimum and should not encroach on the clear space needed to provide safe passage for pedestrians, or obstruct the flow of traffic.

Reason: To comply with Transport for London regulations.

- 10 Prior to occupation the approved waste storage and recycling facilities as shown on the approved drawings shall be implemented in full and maintained on site thereafter.

Reason: In accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

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

- a) Proposed windows, including 1:10 sections through the frame and glazing bars
- b) Bronze cladding
- c) Rear extension

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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

- 12 In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement, no works shall be progressed on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with ** in this notice of planning permission.

Reason: In order to define the permission and to secure development in accordance with policy CS19 of the London Borough of Camden Local Development Framework Core Strategy.

- 13 ** CMP

No construction activities other than site clearance, demolition and preparatory works, shall take place until a Construction Management Plan (CMP) (including an Air Quality Assessment) has been submitted to and approved by the local planning authority.

The CMP shall set out all measures that the Owner will adopt in undertaking the demolition of the existing buildings and the construction of the Development using

good site practices in accordance with the Council's Considerate Contractor Manual.

Such plan shall include measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the construction period and which demonstrates consideration of and liaison with other local concurrent developments. The plan shall also include details of a community working group involving local residents and businesses, a contractor complaints/call-line and measures to be carried out to mitigate the impact of the noise arising from construction and demolition activities on local residents and businesses, a waste management strategy and means of monitoring and reviewing the plan from time to time.

The measures contained in the Construction Management Plan shall at all times remain implemented during all works of construction.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

14 ** Car free

~~Prior to first occupation of the development hereby approved, the landowner would ensure through agreement that the occupiers of the premises are informed of the Council's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to s. 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, shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Council (with the exception of the carpark hereby approved) and nor shall they be entitled to be granted a Business Parking Permit.~~

Reason: In order to ensure that there is no additional parking pressure within the vicinity, in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP18 and DP19 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

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

- 4 Please note that a separate application is required for the proposed adverts at the site. This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk).

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

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

A handwritten signature in black ink, appearing to read 'Ed Watson', written in a cursive style.

Ed Watson
Director of Culture & Environment

**SHADOW S106 AGREEMENT
TO BE READ IN CONJUNCTION WITH
PLANNING PERMISSION REFERENCED 2015/3076/P DATED 9 DECEMBER 2015 &
PLANNING PERMISSION REFERENCED 2015/4232/P DATED 9 DECEMBER 2015**

DATED

2015

(1) OWNER

and

(2) [OTHER INTERESTED PARTIES]

and

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

A G R E E M E N T
relating to various sites in and around
THE REGENTS PARK ESTATE
ROBERT STREET, LONDON NW1
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

G:\case files\culture & env\planning\Imm\HS2\Property\s106 Agreement
CLS/COM/LMM/1795.7
s106 FINAL 09.12.15

THIS AGREEMENT is made the day of 2015

B E T W E E N:

- i. **[OWNER]** (Co. Regn. No.) whose registered office is at (hereinafter called "the Owner") of the first part
- ii. **[INTERESTED PARTIES]** of [] (hereinafter called "the ") 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

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL18132 and NGL716029 [subject to a charge to the Mortgagee].
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The First Planning Application for the development of the Property (excluding Plot Seven) was submitted to the Council and validated on 29 May 2015 and the Council resolved to grant permission conditionally under reference number 2015/3076/P subject to conclusion of this legal Agreement.
- 1.4 The Second Planning Application for the development of Plot Seven was submitted to the Council and validated on 30 July 2015 and the Council resolved to grant permission conditionally under reference number 2015/4232/P subject to conclusion of this legal Agreement.
- 1.5 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.

- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 [The Mortgagee as mortgagee under a legal charge registered under Title Number and dated is willing to enter into this Agreement to give its consent to the same.]

2. **DEFINITIONS**

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

2.1	"the Accessibility Plan"	<p>a plan securing the provision of Wheelchair Accessible Units within the Development ("the Wheelchair Accessible Units") which shall provide for the following:-</p> <ul style="list-style-type: none"> (a) the provision of Wheelchair Accessible Units (b) the provision of 10% of the Affordable Housing Units as Wheelchair Accessible Units fitted out in accordance with the Camden Wheelchair Housing Design Brief 2010 (adopted 6 April 2011) (c) the number unit size and mix of homes and the storey level(s) of the
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		<p>Wheelchair Accessible Units;</p> <p>(d) a plan showing the location of the Wheelchair Accessible Units within the relevant phase of the Development;</p> <p>(e) demonstration of how all units would meet relevant lifetime homes and relevant size and layout standards;</p> <p>(f) measures to ensure that in the event of routine maintenance or unexpected fault in relation to the lifts accessing the Wheelchair Accessible Units that such works/repairs are carried out diligently and in a way that endeavours to minimise disruption to wheelchair users;</p> <p>(g) measures to ensure the Development is easily accessible residents and visitors to the Development who are wheelchair users;</p> <p>(h) principles of inclusive design inform and are fully integrated within the Development; and</p> <p>(i) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.2	"the Act"	the Town and Country Planning Act 1990 (as amended)

2.3	"Affordable Housing"	low-cost 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
2.4	"Affordable Housing Financial Contribution"	the sum equivalent to 20% (twenty percent) of market rent that applies in the event that Scenario Two arises being payable by the Owner to the Council on a quarterly basis (or such other time period agreed by the Council in writing) in relation to 66 of the Social Rented Housing Units and the 24 of the Intermediate Housing Units used as Private Market Housing during Scenario Two
2.5	"the Affordable Housing Plan"	a plan setting out a package of measures to be adopted by the Owner for the provision and delivery of Affordable Housing in the Development in the Relevant Scenario ALWAYS PROVIDED it is acknowledged that the Development is intended to be completed and ready for Occupation by Autumn 2017 to meet the Government's programme for delivery of the HS2 Rail Scheme as current at the date of this Agreement and accordingly the Development is intended to deliver the Scenario One Affordable Housing Units; however, should circumstances change in the future such that Scenario Two or Scenario Three transpires the Parties will need to agree an amendment to the

		<p>provision of Affordable Housing that is suitable for the Relevant Scenario as it arises and accordingly such plan should include (but not be limited to) the following:-</p> <p>(a) Scenario One</p> <ul style="list-style-type: none"> i. the tenure location size and bedrooms of the Scenario One Affordable Housing Units to include a plan showing the same; ii. the number size and location of the Wheelchair Accessible Units in accordance with the Accessibility Plan; iii. the Social Rented Housing Units that will have an Estate Parking Permit allocated to them in the Development; iv. the Intermediate Housing Scheme v. the number of Alternative Replacement Units (if any) and the Social Rented Units and Intermediate Housing Units adjustment required as a result of the same; and vi. any further information the Council acting reasonably requires <p>(b) Scenario Two</p> <ul style="list-style-type: none"> i. the tenure location size and bedrooms of the Scenario Two Affordable Housing Units to include
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		<p>a plan showing the same;</p> <p>ii. the number size and location of the Wheelchair Accessible Units in accordance with the Accessibility Plan;</p> <p>iii. a mechanisms to ensure payment to the Council of any Affordable Housing Financial Contribution together with any interest arising in relation to the same so that the Council is able to monitor and account for the funds received from the Scenario Two Affordable Housing Units and the Owner can demonstrate to the Council's reasonable satisfaction that the funds received are 20% of the market rent charged on the relevant unit(s);</p> <p>iv. include the Intermediate Housing Scheme;</p> <p>v. Alternative Replacement Units adjustment; and</p> <p>vi. any further information the Council acting reasonably requires</p> <p>(c) Scenario Three</p> <p>i. the tenure location size and bedrooms of the Scenario Three Affordable Housing Units to include a plan showing the same;</p> <p>ii. the number size and location of the</p>
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		<p>Wheelchair Accessible Units in accordance with the Accessibility Plan;</p> <p>iii. include the Intermediate Housing Scheme; and</p> <p>iv. any further information the Council acting reasonable requires</p> <p>such plan to be submitted to the Council for approval from time to time and to be in accordance at all times with the Council's Affordable Housing policies</p>
2.6	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.7	"the Alternative Replacement Units"	any units identified as such under the Agreement for Sale and for the Grant of Rights dated 18 March 2015 entered into by the Mayor and Burgesses of the London Borough of Camden and the Secretary of State for Transport whereby the Secretary of State for Transport may purchase a property that may be substituted for a unit forming part of the Development as a replacement unit for tenants whose flats will be demolished as a result of the High Speed 2 scheme
2.8	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.9	"the Community Centre"	an area located within Plot One of Phase

		<p>One of the Development shown on Plan 4 which is fit-for purpose and completed in a good and workmanlike manner and includes (but is not limited to) provision of the following:-</p> <ul style="list-style-type: none"> (a) an area of not less than 334m² GIA of floorspace; (b) a multi-purpose hall; (c) an office; (d) multi-purpose rooms for classroom meeting or crèche style activities; and (e) bar and kitchen facilities
2.10	"the Community Centre Plan"	<p>a plan securing the provision of the Community Centre within the Development and setting out provision for fitting out and terms of occupation of the Community Centre such plan to secure the following:-</p> <ul style="list-style-type: none"> (a) to include details from submission application documents Planning Design and Access Statement including Plan 4 (b) measures to ensure a high quality design. (c) access arrangements to the Community Centre within the Development; (d) measures to ensure the Community Centre and its facilities shall be made

		<p>available for occupation and use as a high quality and readily accessible community facility available and retained for the benefit of and use by the local communities;</p> <p>(e) details of expected timescales for completion and handover; and</p> <p>(f) mechanisms whereby the operation of the Community Centre can be (i) reviewed on a regular basis (to be annually unless otherwise agreed) and (ii) reported to and monitored by the Council</p>
2.11	"the Construction Apprentice Default Contribution"	the sum of £67,000 (sixty seven thousand pounds) a sum being £7,500 per construction apprentice required on site to be paid by the Owner to the Council in lieu of construction apprentice provisions at Clause 4.14 of this Agreement
2.12	"the Construction Apprentice Support Contribution"	the sum of £13,500 (thirteen thousand five hundred pounds) being a sum of £1,500 for nine of the construction apprentices to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice
2.13	"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the

		<p>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>(a) incorporation of the measures set out in the draft Construction Management Plan submitted by the Owner for approval on 6 August 2015 as set out in the First Schedule annexed hereto;</p> <p>(b) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the Property and the building out of the Development;</p> <p>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(d) 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</p>
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		<p>and amendments to normal traffic arrangements (if any);</p> <p>(e) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.14	"the Construction Phase"	<p>the whole period between:-</p> <p>(a) the Demolition Date in Phase One; and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p>
2.15	"the Council's Considerate Contractor Manual"	<p>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</p>
2.16	"Delay Period"	<p>the period between</p> <p>(a) Practical Completion of the final Relevant Plot forming part of the Development (or any other time following this event which is agreed in writing by the Council following the Owners advice that in the Owner's</p>

		<p>reasonable opinion it considers the HS2 Rail Scheme will not be commenced within the next three months)</p> <p>until</p> <p>(b) Royal Assent of the Hybrid Bill authorising the HS2 Rail Scheme or the HS2 Event of Abandonment, whichever is the earlier</p>
2.17	"the Demolition Date"	the date on which demolition of the Existing Buildings and site clearance commences
2.18	"Demolition Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the demolition of the Existing Buildings 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>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property;</p>

		<p>(b) mitigation measures to minimise effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(c) 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 and amendments to normal traffic arrangements (if any);</p> <p>(d) the inclusion of a waste management strategy for handling and disposing of demolition waste; and</p> <p>(e) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as reasonably required from time to time</p>
2.19	"the Development"	the First Development and the Second Development
2.20	"the Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in Clause 4.14 of this Agreement through (but not be limited to) the following:-</p> <p>a) ensuring advertising of all construction</p>

		<p>vacancies exclusively through Kings Cross Construction Skills Centre for a period of no less than one week before promoting more widely;</p> <p>b) to ensure a 25% local employment target during the Construction Stage;</p> <p>c) to ensure the provision of nine construction apprentices;</p> <p>d) make provision during the Construction Phase for no less than ten work placements;</p> <p>e) ensure delivery of a minimum of one supplier capacity building workshop/ "Meet the Buyer" event to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;</p> <p>f) commit to following the Local Procurement Code</p>
2.21	"the Energy Efficiency and Renewable Energy Plan"	<p>a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-</p> <p>(a) the incorporation of the measures set</p>

		<p>out in the submission document entitled <i>SD8 Energy and Sustainability Statement</i> prepared by TGA Consulting Engineers dated May 2015;</p> <p>(b) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;</p> <p>(c) details of the insulation upgrade on the Regents Park Estate in accordance with the Energy Statement the location of such works to be shown on a plan together with details of work programmes and timings;</p> <p>(d) details showing the installation of the various photovoltaic solar panels within the Regents Park Estate in accordance with the Energy Statement the location of such to be shown on a plan together with details of work programmes and timings;</p> <p>(e) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>(f) a building management system being an electronic system to monitor heating</p>
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		<p>cooling and the hours of use of plant in Plot Two and Plot Four;</p> <p>(g) measures to enable future connection to a local energy network at the boundary of Plot Two and Plot Four;</p> <p>(h) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan; and</p> <p>(i) 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>
2.22	"the Environmental Contribution"	<p>the sum of £55,350 (fifty five thousand three hundred and fifty 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 off-site carbon reduction measures in the vicinity of the Development</p>

2.23	"Estate Parking Permit"	a permit to allow car parking on the Regents Park Estate being a Camden housing estate
2.24	"Existing Buildings"	the buildings known as Dick Collins Hall in Plot Five; the Cape of Good Hope in Plot Six; and the Victory Public House in Plot Eight all as existing on the Property as at the date of this Agreement
2.25	"the First Development"	two-phased mixed use development to provide 116 residential units (Class C3), community facility (Class D1) and retail and commercial space (Class A1/A3/A4) across 8 plots including on green/open space in plots 2,3,4; the development would range from 3 to 11 storeys in height, with associated landscape and public realm works, reorganisation of car parking and associated infrastructure works following demolition of Dick Collins Hall Victory Public House and the Cape of Good Hope Public House all in association with High Speed 2 proposals as shown on drawing numbers:- 5436/5.4/01; P1-001; P1-100 revA; P1-101 revA; P1-102; P1-103; P1-104; P1-105; P1-106; P1-201; P1-202; P1-301; P1-302; P1-303; P1-304; P1-401; P1-402; P3-001; P3-100 revA; P3-101 revA; P3-102; P3-103; P3-104; P3-105; P3-106; P3-107; P3-201; P3-301; P3-302; P3-303; P3-304; P3-401; P3-402; P5-001; P5-100 revA; P5-101 revA; P5-102; P5-103; P5-104; P5-105; P5-106; P5-201; P5-202; P5-301; P5-302; P5-303; P5-304; P5-401; P5-402; 1050 revA; 1120; 1121;

	<p>1122; 1123; 1150 revA; 1199; 1200 revA; 1201; 1202; 1203; 1204; 1205; 1220 revA; 1221; 1222; 1223; 1251; 2050; 2120; 2121; 2122; 2123; 2200; 2201; 2202; 2203; 2220; 2221; 2222; 2223; 2250; 3050; 3120; 3121; 3122; 3150; 3199; 3200 revA; 3201; 3202; 3203; 3204 revA; 3205 revA; 3206; 3220 revA; 3221 revA; 3222 revA; 3223 revA; 3250 revA; 3251 revA; 4050 revA; 4120; 4121; 4122; 4123; 4150 revA; 4200 revA; 4201; 4202; 4203; 4204; 4205; 4206; 4207; 4220 revA; 4221 revA; 4222 revA; 4223 revA; 4250 revA; 4251 revA; 4252 revA; 5050 revA; 5120; 5121; 5122; 5123; 5150 revA; 5200 revA; 5201; 5202 revA; 5203; 5204 revA; 5205; 5206 revA; 5207; 5208; 5209; 5210; 5211; 5220 revA; 5221 revA; 5222 revA; 5223 revA; 5250; 5251 revA; 5252 revA; 114 RPE S1 001; 114 RPE S1 100 revB; 114 RPE S1 101; 114 RPE S1 102; 114 RPE S1 103; 114 RPE S1 104; 114 RPE S1 105; 114 RPE S1 001; 114 RPE S2 100 revA; 114 RPE S2 101; 114 RPE S3 001; 114 RPE S3 100 revB; 114 RPE S3 101; 114 RPE S3 102; 114 RPE S3 103; 114 RPE S4 001; 114 RPE S4 100 revB; 114 RPE S4 101; 114 RPE S4 102; 114 RPE S4 103; 114 RPE S4 104; 114 RPE S4 105; 114 RPE S5 001; 114 RPE S5 100 revB; 114 RPE S5 101; 114 RPE S5 102; 114 RPE S6 001; 114 RPE S6 100 revA; 114 RPE S6 101; 114 RPE S6 102; 114 RPE S8 001; 114 RPE S8 100 revB; 114 RPE S8 101; 114 RPE S9 001; 114 RPE S9 100 revA; 114 RPE S9 101; 114 RPE M1 001;</p>
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		<p>114 RPE M1 100 revB; 114 RPE M1 101; 114 RPE M1 102; 114 RPE M2 001; 114 RPE M2 100 revB; 114 RPE M2 101; 114 RPE M3 001; 114 RPE M3 100 revA; 114 RPE M3 101 revA; 114; 114 RPE M3 102; 114 RPE M3 103; 114 RPE M3 104; 114 RPE M3 105; 114 RPE M3 106; 114 RPE GI 100; 114 RPE GI 200; 114 RPE GI 201; 114 RPE GI 300; 114 RPE GI 400; 114 RPE GI 500; 114 RPE GI 600; 114 RPE GI 700; 114 RPE GI 701 and 114 RPE GI 800; Planning and Design and Access Statement, May 2015, Tibbalds Planning and Urban Design, Matthew Lloyd Architects, Mae and East; Transport Assessment, May 2015, Campbell Reith; Heritage Statement, May 2015, Tibbalds Planning and Urban Design; Archaeological Statement, May 2015, Campbell Reith and Oxford Archaeology; Air Quality Statement, May 2015, Campbell Reith and Air Quality Consultants; Land Quality Statement, May 2015, Campbell Reith; Energy and Sustainability Statement, May 2015, TGA Engineers; Daylight and Sunlight Assessment (neighbouring properties), May 2015, Right of Light Consulting; Daylight and Sunlight Assessment (within development), May 2015, Right of Light Consulting; Ecology Statement, May 2015, Campbell Reith and Thomson Ecology; Noise and Vibration Assessment, May 2015, Campbell Reith and Accon UK Environmental Consultants; Flood Risk Assessment, May 2015, Campbell Reith;</p>
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		Outline Construction Management Plan, May 2015, Campbell Reith; Basement Impact Assessment, May 2015, Campbell Reith and Tree Survey and Arboricultural Impact Assessment, May 2015, Campbell Reith and Thomson Ecology
2.26	"the First Planning Application"	a planning application in respect of the development of the Property (excluding Plot 7) submitted to the Council and validated on 29 May 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/3076/P subject to conclusion of this Agreement
2.27	"the First Planning Permission"	a planning permission granted for the First Development substantially in the draft form annexed hereto
2.28	"the Highways Contribution"	<p>the sum of £315,000 (three hundred and fifteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>(a) reconstruction of the pavement immediately adjoining the Development; and</p> <p>(b) any other works the Council acting</p>

		<p>reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u></p>
2.29	"Highways Improvement Contribution"	<p>the sum of £18,000 (eighteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of one Legible London sign and as a contribution towards the provision a bus stop in the vicinity of the Development</p>
2.30	"HS2 Event of Abandonment"	<p>means any of the following:</p> <p>(a) the withdrawal of the Hybrid Bill at any stage in its Parliamentary process; or</p> <p>(b) the end of a session of Parliament ("Session A") where neither:</p> <p>(i) a motion was passed in respect of the Hybrid Bill in a previous session carrying the Hybrid Bill over to Session A; nor</p> <p>(ii) a motion was passed in respect of the Hybrid Bill in Session A reviving the Hybrid Bill in Session A; or</p>

		<p>(c) no development consisting of the construction of a scheduled work or part thereof within the London Borough of Camden has been begun within the period of 10 years referred to in clause 20(1) of the Hybrid Bill (or any extension of such period authorised under clause 20(2) of the Hybrid Bill); or</p> <p>(d) no other development consisting of the construction of works that are the same as or substantially similar to a scheduled work or part thereof within the London Borough of Camden has been begun with the period of 10 years referred to in clause 20(1) of the Hybrid Bill (or any permitted extension of such period authorised under clause 20(2) of the Hybrid Bill</p> <p>For the purposes of this definition "scheduled work" means a scheduled work within the meaning of clause 1(2) of the Hybrid Bill</p>
2.31	"the Implementation Date"	<p>the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement the following shall not be deemed to be material operations: site or soil investigations; works of decontamination, demolition and the erection of hoardings and fences and references to "Implementation" and</p>

		"Implement" shall be construed accordingly
2.32	"Intermediate Housing"	<p>Affordable Housing which provided on a Shared Equity and Shared Ownership basis and is:-</p> <p>(a) above target rents but is substantially below open market levels;</p> <p>(b) is available to people who at the commencement of their occupancy were resident leaseholders in the Properties to be Acquired;</p> <p>(c) is available to people who at the commencement of their occupancy are eligible for intermediate housing in terms set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews); and</p> <p>(d) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Homes and Communities Agency document entitled: <i>Affordable Homes Programme 2011-2015 Framework</i> and successor documents</p>
2.33	"Intermediate Housing Scheme"	<p>the scheme setting out provision of Intermediate Housing within the Development submitted by the Owner as part of the Affordable Housing Plan and to be approved by the Council in writing ensuring the Intermediate Housing Units are occupied on the following basis:-</p>

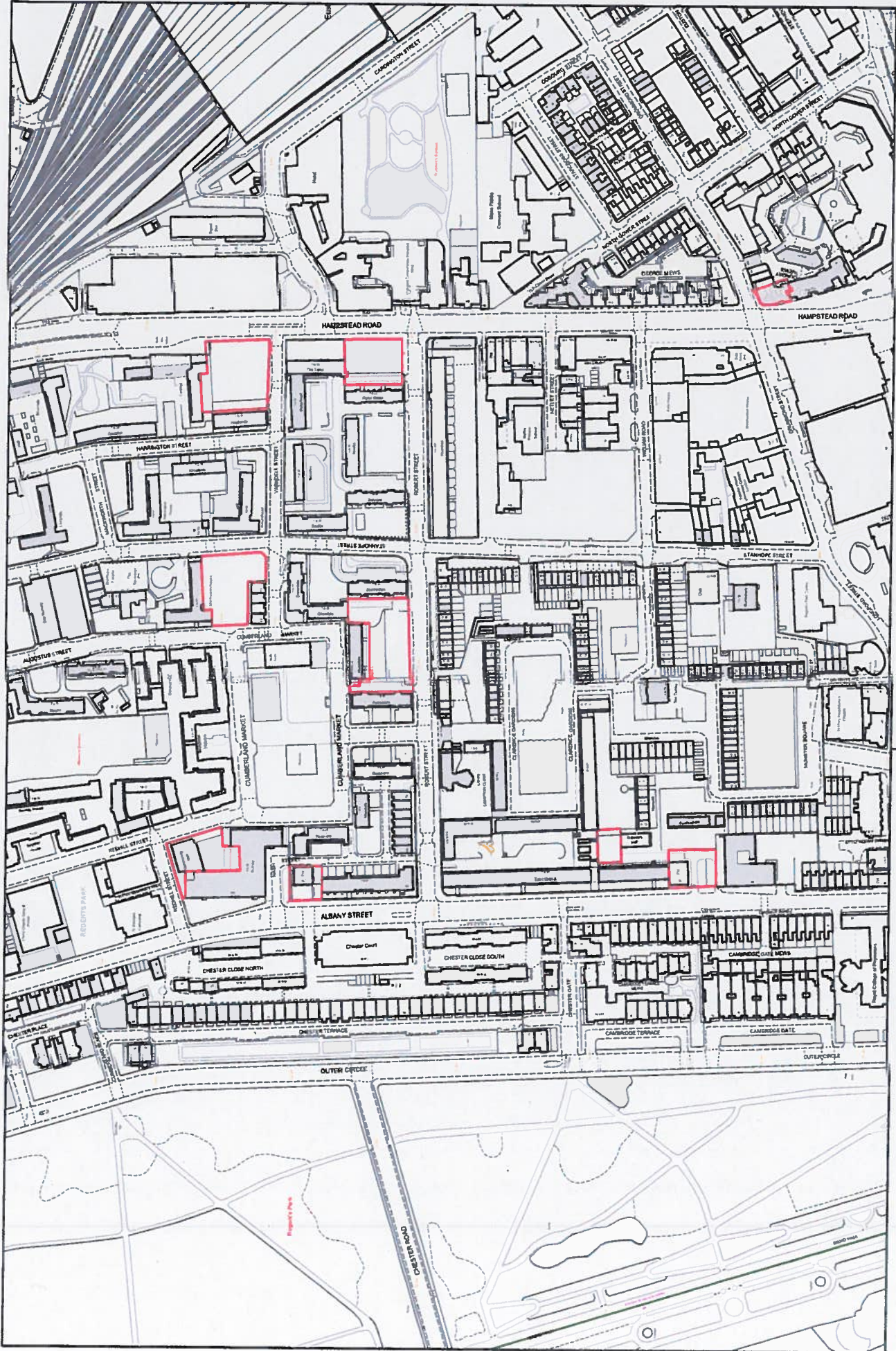
		<p>(a) Shared Ownership with an initial equity share offer of at least 25 percent (per annum) on the retained equity (unless otherwise agreed in writing by the Council) such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Homes and Community Agency guidance;</p> <p>(b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council 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);</p> <p>(c) details of the Intermediate Housing Units which should be reallocated Estate Parking Spaces within the Regents Park Estate; and</p> <p>(d) mechanisms to ensure the plan is reviewed and further agreed by the Council from time to time</p>
2.34	"Kings Cross Construction Skills Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.35	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.36	"Local Procurement Code"	the code annexed to the Second Schedule

		hereto
2.37	"Nominated Permit Holders"	those council tenants of the Regents Park Estate who will occupy the Development that hold a parking permit as at the date of Practical Completion as advised to the Council by the Owner in writing prior to Occupation
2.38	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.39	"Open Space Mitigation Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to improving and enhancing the open spaces in the Regents Park Estate including maintenance and upkeep of existing open spaces and access to previously underutilised space to ensure that the majority of open space lost as a result of the Development is reprovided elsewhere on the Regents Park Estate for use by the public such plan to include (but not be limited to) the following:-</p> <p>(a) Measures to ensure the following links between the mitigation sites and the Relevant Plots are achieved in accordance with Plan 3 so as to ensure the:-</p> <p>i. Albany Street landscape mitigation works are completed prior to Occupation of Plot Five;</p>

		<p>ii. Stanhope Street landscape mitigation works are completed prior to Occupation of Plot One;</p> <p>iii. Thirlmere Gardens mitigation works are completed prior to Occupation of Plot Eight;</p> <p>iv. Varndell Street mitigation works are completed prior to Occupation of Plot Four;</p> <p>v. Tarns mitigation works are completed as soon as practicable following completion of the HS2 Rail Scheme works adjoining Plot 2</p> <p>as soon as practicable following either the completion of the HS2 Rail Scheme works on Hampstead Road or in the event of HS2 Abandonment</p>
2.40	"the Parties"	means the Council the Owner [and the Mortgagee/any other interested parties]
2.41	"the Pedestrian Access Plan"	a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to maintaining improving and enhancing the various pedestrian and cycle access routes across the Regents Park Estate as set out in the submission document Planning Design and Access Statement to ensure that permeability of the Regents Park Estate for pedestrians and cyclists is retained during the Construction Phase and following Occupation

2.42	"the Planning Application"	The First Planning Application and the Second Planning Application
2.43	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.44	"Phase One"	the development of Plot One Plot Two Plot Three Plot Four Plot Six and Plot Nine
2.45	"Phase Two"	The development of Plot Five and Plot Eight
2.46	"Phasing Plan"	<p>a plan providing details for Phase One and Phase Two of the Development including details of timing and programming for construction and fitting out of each of the residential blocks forming part of the Relevant Phase of the Development ensuring the following:-</p> <p>(a) identification of the construction programme for each Relevant Phase of the Development including estimated delivery times and dates;</p> <p>(b) measures to ensure that Plot Five in Phase Two is not implemented until such time as the Community Centre within Plot One in Phase One is ready for occupation;</p> <p>(c) programming to ensure the build out of</p>

		<p>the remaining phases of the Development within certain times; and</p> <p>(d) 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>
2.47	"Plan 1"	the plan marked Plan 1 annexed hereto showing the Property
2.48	"Plan 2"	the plan marked Plan 2 annexed hereto showing the Relevant Plots
2.49	"Plan 3"	the plan marked Plan 3 annexed hereto showing the location of the open space mitigations
2.50	"Plan 4"	the plan marked Plan 4 annexed hereto showing the Plot One ground floor plan
2.51	"Plan 5"	The plan marked Plan 5 annexed hereto showing the example tree protection plan
2.52	"Plot One"	the property located at the Robert Street car park site the same as shown marked number 1 and coloured Green on Plan 2
2.53	"Plot Two"	the property located at Rydal Water site on the corner of Hampstead Road and Robert Street the same as shown marked number 2 and coloured dark blue on Plan 2
2.54	"Plot Three"	the property located at the Varndell Street site on the corner of Varndell Street and



Print Date: 28/05/2015

Printed By: mdickson

Map Ref No:

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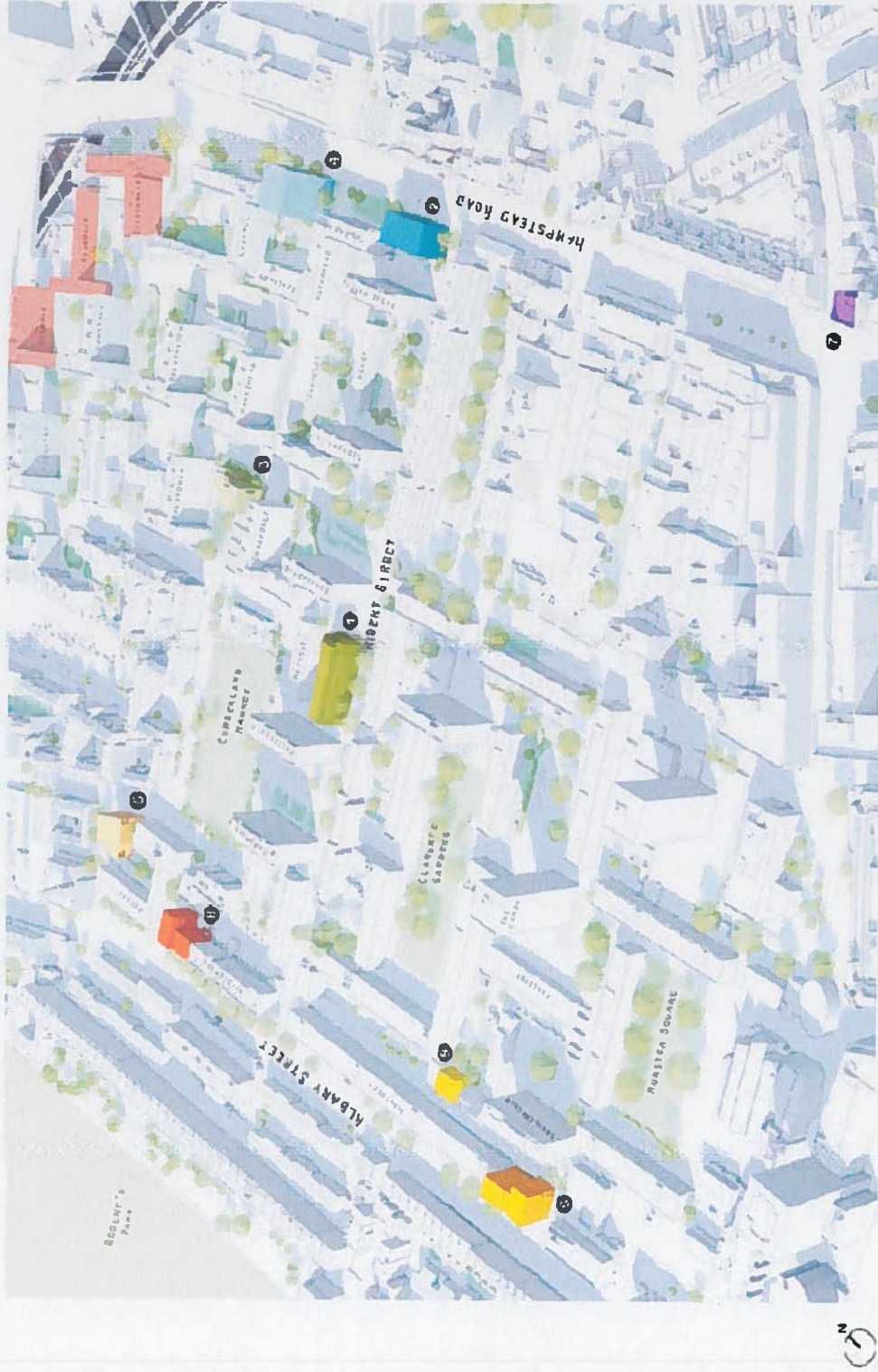
NORTH
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Scale 1:2500

PLAN 1: HS2 Releccment Housing Plots

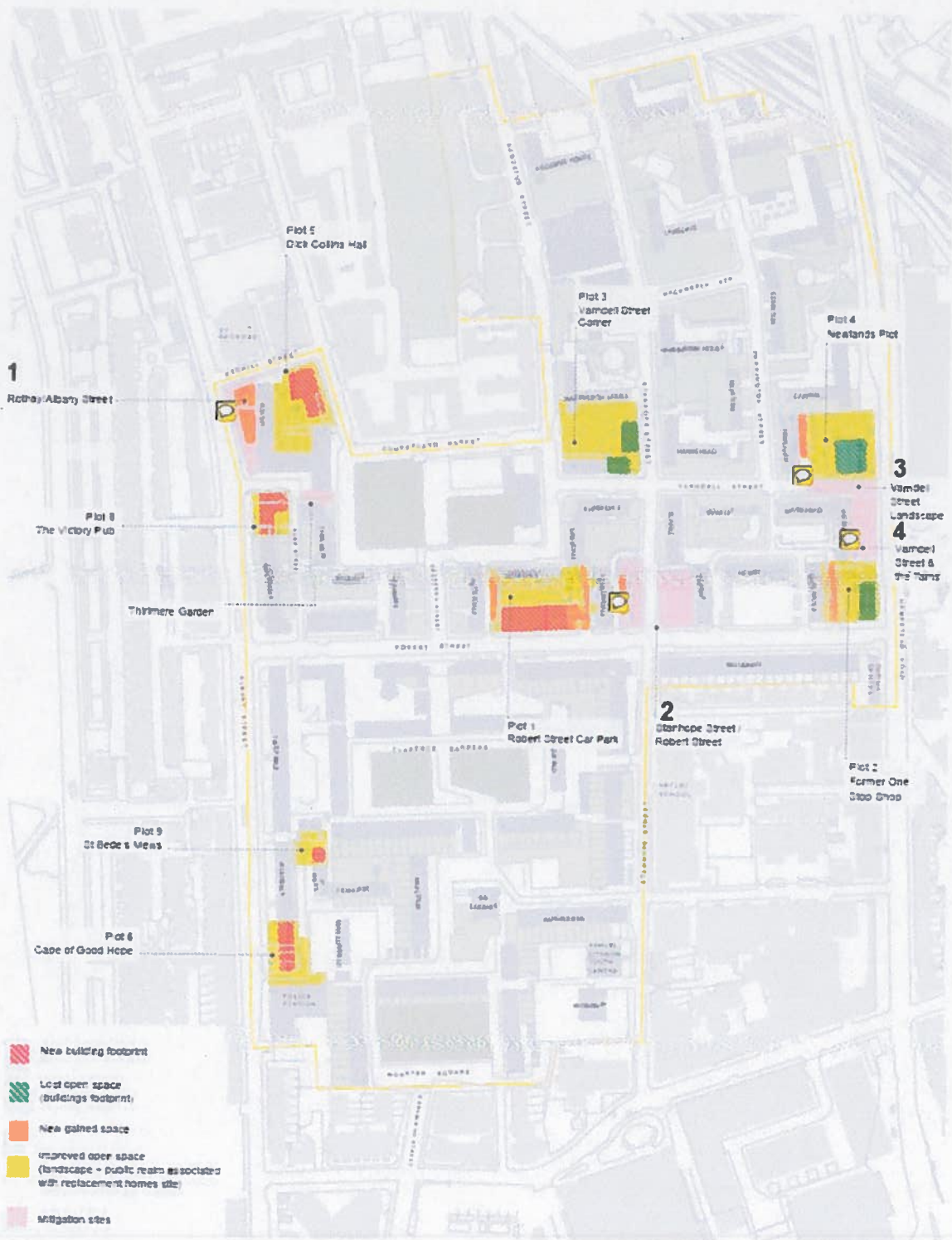
PLAN 2

Map of HS2 replacement housing development sites



- Plot 1. Robert Street
- Plot 2. Rydal Water site
- Plot 3. Vandell Street Corner
- Plot 4. Newlands
- Plot 5. Dick Collins Hall
- Plot 6. Caffè of Good Hope
- Plot 7. Camden People's Theatre
- Plot 8. The Victory Pub
- Plot 9. St Bege's Mews

PLAN 3



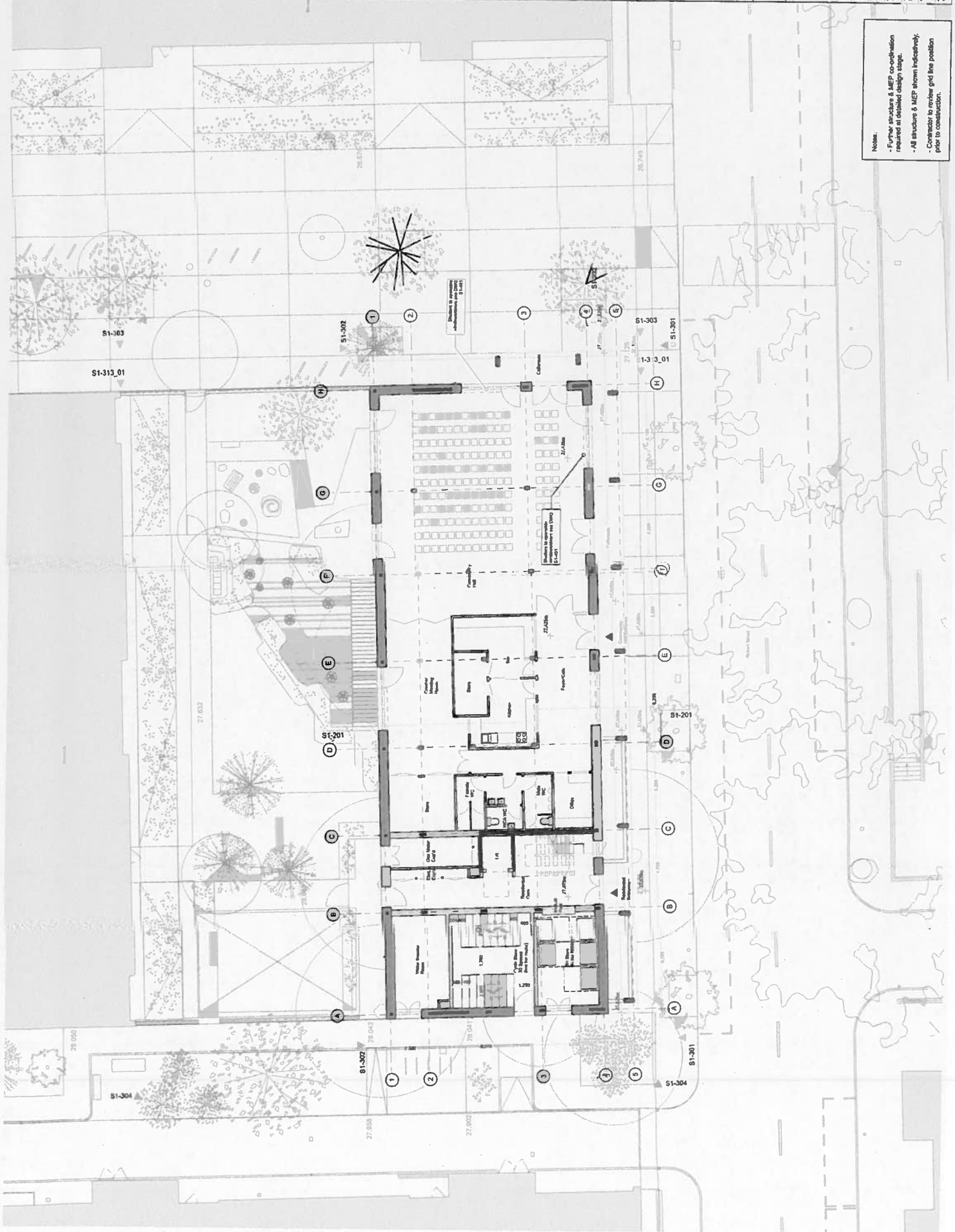
Proposed Sites for Landscape and Public Realm Improvements

For proposals and details, please refer to 1320.400 series drawings and Design & Access statement section 6, respective pages.

PLAN 4

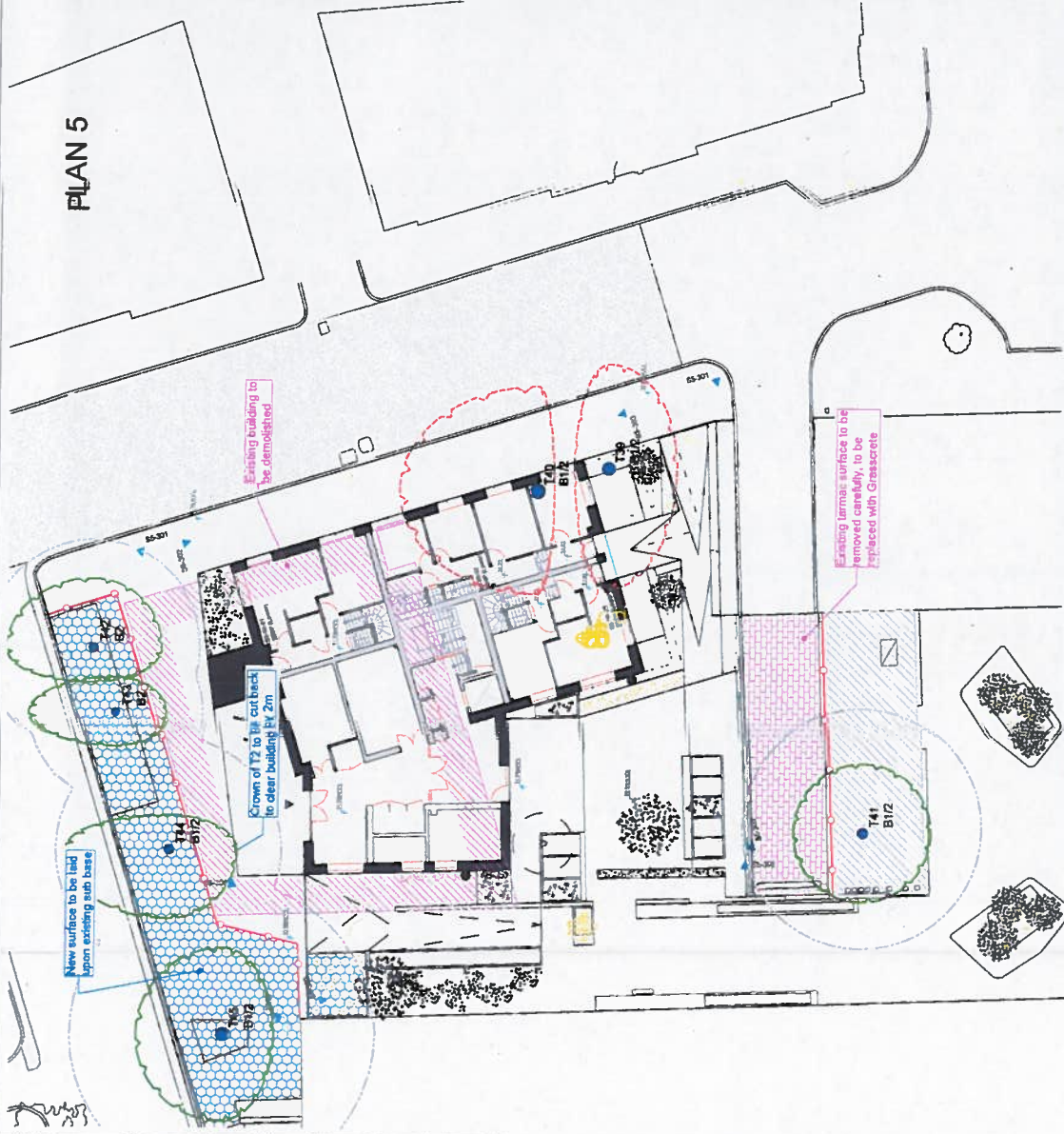
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Project Name	1320.400 Series
Client	1320.400 Series
Design Stage	1320.400 Series
Scale	1320.400 Series
Author	1320.400 Series
Check	1320.400 Series
Date	1320.400 Series



Notes:

- Furnish structure & MEP co-ordination required at detailed design stage.
- All structure & MEP shown indicatively.
- Contractor to review grid line position prior to construction.



RESTRICTIONS WITHIN TREE PROTECTION AREAS
 Inside the exclusion area of the fencing, the following shall apply:

- No mechanical excavation, whatsoever
- No trenching, ground anchors or other structures without arboricultural site supervision
- No hand digging without a written method statement having first been approved by the project arboriculturalist
- No use of any equipment (except removal of grass a weed using hand tools)
- No storage of plant or materials
- No storage or handling of any chemical including herbicides
- No vehicular access
- No site lighting
- No other activities

In addition to the above, further provisions are necessary adjacent to the exclusion area of the fencing, including:

- No substances (including tree health, including salts, herbicides, sealant, concrete, rendering, cement, washings), ballast sand, concrete mixing and other chemicals
- No storage or handling of any chemical including herbicides
- Production areas or related work to be clearly adjacent to the exclusion area of the fencing
- No fire shall be lit, such that flames come within 5m of tree foliage.

PHASING & SUPERVISION OF DEVELOPMENT
 Before any work starts on site, the tree protection measures shown on this plan are to be installed and a pre-start site meeting with the project arboriculturalist, groundwork contractors and site manager.

Supervision is required should any unauthorised access or work be required in the construction exclusion zone

The original of this drawing was produced in colour - a monochrome copy should not be relied upon.



Rev. Issue Detail

ACD
 Ecology
 Archaeology
 Arboriculture
 Landscape Architecture

Realtime Risk Business Centre,
 Change Lane, Letchworth, Herts, SG16 6EX
 Tel: 01462 821266 Fax: 01462 821654
 Country House, Mill Lane,
 Chesham, Bucks, MK35 9JL
 Tel: 01494 237114
 13 Southgate Street, Walsingham,
 Norfolk, NG23 8EP
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 www.acdlandscape.co.uk

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scheme: Dick Collins Hall
 client: Lovell
 drawing: Tree Protection Plan
 date: July 2015
 scale: 1:200@A2
 dwg no: LOV20036-03
 drawn: CDF checked: MW

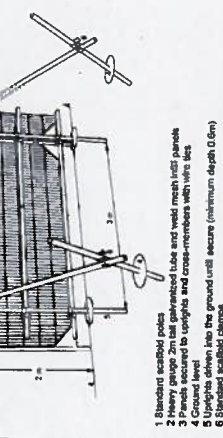
WHY TREE PROTECTION IS NEEDED

- 1) Soil compaction kills roots - caused by plant movement and storage of materials within protected areas.
- 2) Trenching severs roots - many small roots grow within the top 600mm of soil. Even the removal of the top 200mm can cause damage.
- 3) Soil pollution kills roots - Dripping fuel storage or coolant was hings can contaminate the soil resulting in root death.
- 4) Raising & lowering levels kills roots - the soil used to increase levels can compact the underlying soil (see point 1). Lowering levels will remove roots causing damage to the tree.
- 5) Bark and branch damage - bark removal and branch damage can allow disease and fungi into the tree.
- The impact of any of the above can take years to show - trees can have huge reserves of food and water.



Root protection areas (RPA) of established trees within which all construction activity is restricted. All trees that are being retained on site must be protected by barriers and/or ground protection before any materials or machinery are brought onto the site, and before any demolition, excavation or stripping of soil commences. Where all activity can be excluded from the RPA, the use of ground protection is not required. Where the RPA is not fully enclosed, ground protection, construction safety cannot be fully guaranteed. In this manner form all or part of a tree RPA, appropriate ground protection can be installed.

Permanent position for the tree protection barrier?



1 Standard scabbled poles
 2 Heavy gauge 2m x 2m galvanized tube and weld mesh with panels
 3 No gaps to springs and cross-members with wire ties
 4 Ground level
 5 Uprights driven into the ground until secure (minimum depth 0.6m)
 6 Standard scabbled clamps

Examples of alternative barrier designs can be found in the method statement. Should an alternative barrier be used, it must be approved by the project arboriculturalist before its implementation.

Ground Protection
 Where part of the tree protection barrier needs to be removed, ground protection should be installed to prevent damage. New temporary ground protection should be installed as part of the implementation of physical tree protection measures prior to work starting on site.

Foot traffic:
 Protective fencing
 Protected area
 Scabbled Platform level
 Protection level
 Protected area
 Protected area
 Ground undisturbed and protected by grasscrete
 Fencing and sub-siding scabbled boards
 For pedestrian movements only a single thickness of scabbled boards should be placed either side of the tree. For heavy machinery a double thickness of scabbled boards should be placed either side of the tree. The boards should be placed on top of a sub-siding layer (e.g. 150mm depth of geotextile), laid over a geotextile.

For pedestrian movements only a single thickness of scabbled boards should be placed either side of the tree. For heavy machinery a double thickness of scabbled boards should be placed either side of the tree. The boards should be placed on top of a sub-siding layer (e.g. 150mm depth of geotextile), laid over a geotextile.

For pedestrian movements only a single thickness of scabbled boards should be placed either side of the tree. For heavy machinery a double thickness of scabbled boards should be placed either side of the tree. The boards should be placed on top of a sub-siding layer (e.g. 150mm depth of geotextile), laid over a geotextile.

EXISTING SITE FEATURES

PROPOSED SITE LAYOUT

TREE TO BE REMOVED

A CATEGORY TREE
 B CATEGORY TREE
 C CATEGORY TREE
 U CATEGORY TREE

ROOT PROTECTION AREA (RPA) FOR RETAINED TREES

PLAN 5

1.1.1 Tree protection measures will remain in place until work commences and when removed all areas to be working within the tree area to be made aware of the extent and nature of the work.

1.1.2 Steps for re-employment of existing buildings within tree protection areas:

- 1) No plant machinery to be used on any exposed roofing area
- 2) Where TPF to be used on any exposed roofing area
- 3) No plant machinery to run within protected area
- 4) Hard landscape features are to be removed by hand (paving etc.)
- 5) Sub-base to be established
- 6) Sub-base to be enhanced if required
- 7) New surface to be installed

1.1.3 Should any roots over 25mm diameter be encountered during decomposition of the old profile, their removal will only be carried out under arboricultural supervision and with the approval of the LPA.

1.1.4 Any new trenching must be installed within the current hard construction profile.

1.1.5 No new excavation adjacent to the tree will be permitted.

Area of paving to be adjacent with similar surface

1.1.1 Tree protection measures will remain in place until work commences and when removed all areas to be working within the tree area to be made aware of the extent and nature of the work.

1.1.2 Steps for re-employment of existing buildings within tree protection areas:

- 1) No plant machinery to be used on any exposed roofing area
- 2) Where TPF to be used on any exposed roofing area
- 3) No plant machinery to run within protected area
- 4) Hard landscape features are to be removed by hand (paving etc.)
- 5) Sub-base to be established
- 6) Sub-base to be enhanced if required
- 7) New surface to be installed

1.1.3 Should any roots over 25mm diameter be encountered during decomposition of the old profile, their removal will only be carried out under arboricultural supervision and with the approval of the LPA.

1.1.4 Any new trenching must be installed within the current hard construction profile.

1.1.5 No new excavation adjacent to the tree will be permitted.

Area of paving to be adjacent with similar surface

1.1.1 Tree protection measures will remain in place until work commences and when removed all areas to be working within the tree area to be made aware of the extent and nature of the work.

1.1.2 Steps for re-employment of existing buildings within tree protection areas:

- 1) No plant machinery to be used on any exposed roofing area
- 2) Where TPF to be used on any exposed roofing area
- 3) No plant machinery to run within protected area
- 4) Hard landscape features are to be removed by hand (paving etc.)
- 5) Sub-base to be established
- 6) Sub-base to be enhanced if required
- 7) New surface to be installed

1.1.3 Should any roots over 25mm diameter be encountered during decomposition of the old profile, their removal will only be carried out under arboricultural supervision and with the approval of the LPA.

1.1.4 Any new trenching must be installed within the current hard construction profile.

1.1.5 No new excavation adjacent to the tree will be permitted.

		Stanhope Street the same as shown marked number 3 and coloured beige on Plan 2
2.55	"Plot Four"	the property located at the Newlands Site on the corner of Hampstead Road and Varndell Street the same as shown marked number 4 and coloured light blue on Plan 2
2.56	"Plot Five"	the property known as Dick Collins Hall located on the corner of Redhill Street the same as shown marked number 5 and coloured cream on Plan 2
2.57	"Plot Six"	the property known as The Cape of Good Hope located on the Albany Street the same as shown marked number 6 and coloured yellow on Plan 2
2.58	"Plot Seven"	The property known as Camden People's Theatre located at 58 Hampstead Road London NW1 2PY the same as shown marked number 7 and coloured purple on Plan 2
2.59	"Plot Eight"	the property known as The Victory Pub located on the corner of Albany Street and Nash Street the same as shown numbered 8 coloured orange on Plan 2
2.60	"Plot Nine"	The car park located next to St Bede's Hall on St Bede's Mews the same as shown marked number 9 coloured gold on Plan 2
2.61	"Private Market Housing"	housing that is not constrained by the rules and regulations applied to Affordable

		Housing which can be sold or rented (as the case may be) on the open market
2.62	"the Property"	the nine collective sites within and around the Regents Park Estate London NW1 known as Plot One Plot Two Plot Three Plot Four Plot Five Plot Six Plot Seven Plot Eight and Plot Nine the same as shown outlined in red on Plan 1 annexed hereto
2.63	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.64	"Registered Provider"	a registered provider of Affordable Housing registered as such by the Regulator
2.65	"Regulator"	means the Home and Communities Agency and any successor organisation
2.66	"Relevant Scenario"	means any of Scenario One Scenario Two or Scenario Three and the term "Relevant Scenarios" shall be interpreted accordingly
2.67	"Relevant Plot"	means any of Plot One Plot Two Plot Three Plot Four Plot Five Plot Six Plot Seven Plot Eight or Plot Nine and the term "Relevant Plots" shall be interpreted accordingly
2.68	"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

2.69	"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
2.70	"Scenario One"	where the HS2 Railway Scheme goes ahead on time and in accordance with the Government's scheduled commencement date programmed as at the date of this Agreement for January 2017
2.71	"Scenario One Affordable Housing Units"	the 77 Social Rented Housing Units and the 29 Intermediate Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
2.72	"Scenario One Intermediate Housing Units"	the 29 units of Intermediate Housing forming part of the Development comprising 6 x 1-bedroom units; 16 x 2-bedroom units; 6 x 3-bed units and 1 x 5-bedroom unit the same to be shown in the Affordable Housing Plan
2.73	"Scenario One Private Market Housing"	the 10 units of housing forming part of the Development comprising 1 x 1-bedroom unit; 1 x 2-bedroom unit and 8 x 3-bedroom units the same as to be shown in the Affordable Housing Plan
2.74	"Scenario One Social Rented Housing Units"	the 77 units of Social Rented Housing forming part of the Affordable Housing Units comprising 28 x 1-bedroom units; 16 x 2-bedroom units; 22 x 3-bedroom units; 8 x 4-bedroom units; 3 x 5-bedroom units the

		same to be set out within the Affordable Housing Plan
2.75	"the Scenario One Wheelchair Units"	The four residential units within the Development that meet the minimum requirements of Part M of the Building Regulations 2000 as amended from time to time to be shown set out in the Accessibility Plan
2.76	"Scenario Two"	where the HS2 Railway Scheme goes ahead but commencement is delayed beyond the Government's programme scheduled commencement date programmed as at the date of this Agreement for January 2017
2.77	"Scenario Two Affordable Housing Units"	shall be comprised of the following:- (a) 66 Social Rented Housing Units to be used as Private Market Housing by HS2 Limited (or alternative Nominated Undertaker appointed by the Secretary of State for Transport to deliver the HS2 Rail Scheme) during the Delay Period ALWAYS PROVIDED HS2 Limited shall pay the Council the Affordable Housing Financial Contribution in relation to those 66 Social Rented Housing Units for the duration of the Delay Period; (b) the remaining 11 Social Rented Housing Units to be provided by the Owner as Social Rented Housing Units;

		<p>(c) 24 Intermediate Housing Units to be used by the Owner as Private Market Housing during the Delay Period ALWAYS PROVIDED the Owner shall pay the Council the Affordable Housing Financial Contribution in relation to any market rent received in relation to those Intermediate Housing Units for the duration of the Delay Period; and</p> <p>(d) the remaining five Intermediate Housing Units to be provided by the Owner as Intermediate Housing Units</p>
2.78	"Scenario Two Social Rented Housing Units	the 11 Social Rented Housing Units to be identified in the Affordable Housing Plan
2.79	"the Scenario Two Wheelchair Units"	The four residential units within the Development that meet the minimum requirements of Part M of the Building Regulations 2000 as amended from time to time to be shown set out in the Accessibility Plan
2.80	"Scenario Three"	the Event of HS2 Abandonment occurs
2.81	"Scenario Three Affordable Housing Units"	50% of the total floorspace of the Development will be provided as Affordable Housing, of that floorspace 60% will be provided as Social Rented Housing Units and 40% will be provided as Intermediate Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing in accordance with the Affordable Housing Plan

2.82	Scenario Three Social Rented Housing Units	no less than 60% Social Rented Housing forming part of the Scenario Three Affordable Housing Units to be shown in the Affordable Housing Plan
2.83	"the Scenario Three Wheelchair Units"	the ten percent (10%) of the residential units within the Development that meet the minimum requirements of Part M of the Building Regulations 2000 as amended from time to time to be shown set out in the Accessibility Plan
2.84	"the Second Development"	change of use of upper floors from sui generis to provide 5x residential (C3) units (4x one bed units and 1x two bed unit), erection of new stair tower, first floor rear extension, new roof terrace and alterations to front and rear facades as shown on drawing numbers:- (Pre fix 1328) P7-001, P7-002, P7-010, P7-011, P7-012, P7-013 Rev A, P7-014, P7-015 Rev A, P7-031 Rev B, P7-099, P7-100, P7-101, P7-102, P7-103, P7-104, P7-105 Rev A, P7-106 Rev A, P7-301 Rev B, P7-401, Planning Statement, Sound Insulation (16.7.2015), Daylight and Sunlight Study, SD6 Air Quality Statement (May 2015), Addendum to Air Quality Assessment (June 2015), SD8 Energy and Sustainability Statement, SD10 Ecology Assessment (May 2015), SD11 Noise and Vibration (May 2015), Design and Access
2.85	"the Second Planning Application"	a planning application in respect of the development of Plot 7 submitted to the

		Council and validated on 30 July 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/4232/P subject to conclusion of this Agreement
2.86	"the Second Planning Permission"	a planning permission granted for the Second Development substantially in the draft form annexed hereto
2.87	"the Service Management Plan"	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to Plot 2 Plot 4 and Plot 8 forming part of the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-</p> <p>(a) a requirement for delivery vehicles to unload from a specific suitably located area;</p> <p>(b) details of the person/s responsible for directing and receiving deliveries to the Property;</p> <p>(c) measures to avoid a number of delivery vehicles arriving at the same time;</p> <p>(d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;</p>

		<p>(e) likely nature of goods to be delivered;</p> <p>(f) the likely size of the delivery vehicles entering the Property;</p> <p>(g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;</p> <p>(h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;</p> <p>(i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property;</p> <p>(j) details of arrangements for refuse storage and servicing; and</p> <p>(k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.88	"Shared Equity"	<p>a low-cost home ownership programme managed by the Council in accordance part own part rent/occupy scheme and will be provided on the following basis:-</p> <p>(a) individual leaseholders who lose their</p>

		<p>homes in the Regents Park Estate due to HS2 will be able to purchase a share of a new property within the Development;</p> <p>(b) no rent is payable on the unsold equity;</p> <p>(c) the Council will register a charge on the property;</p> <p>(d) individual leaseholders will be responsible for payment of all service charges;</p> <p>(e) the equity share purchased would be determined based on an open market value of the new property at the point of exchange of contracts;</p> <p>(f) the offer of shared equity will be conditional on a detailed assessment of financial circumstances to ensure that individual leaseholders are investing the maximum they can without creating financial hardship;</p> <p>(g) Shared Ownership will be offered as an alternative if financial hardship is identified in relation to an individual leaseholder as set out in (f) above;</p> <p>(h) individual leaseholders may purchase further equity shares up to 100% based on an open market valuation at the time of purchase; and</p> <p>(i) if the individual leaseholder sells the Intermediate Housing Unit the open market value of the equity share will be assessed at the time of sale and will be</p>
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		repayable to the Council
2.89	"Shared Ownership"	a low-cost home ownership programme managed in accordance with Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered Provider develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale
2.90	"Social Rented Housing"	<p>Affordable Housing units available for rent in perpetuity such that:-</p> <p>(a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;</p> <p>(b) the units comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Homes and Communities Agency document entitled: <i>Affordable Homes Programme 2011-2015 Framework</i> and successor document;</p> <p>(c) provision is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews); and</p> <p>(d) the units are managed by the Council or a Registered Provider who has</p>

		<p>entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development</p>
2.91	"the Sustainability Plan"	<p>a plan securing including a post construction review confirmation the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-</p> <p>(a) achieve the targets set out in the document entitled <i>SD8 Energy and Sustainability Statement</i> prepared by TGA Consulting Engineers dated May 2015 to be carried out by an appropriately qualified, recognised and independent professional in respect of the Property;</p> <p>(b) demonstrates how the Development mitigates against the causes of climate change and adapts to the effects of climate change in line with existing policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and Development Policy DP22 (Sustainable design and construction);</p> <p>(c) demonstrates how sustainable design and construction principles including the relevant measures as set out in Development Policy DP22 (Sustainable</p>

		<p>design and construction) have been incorporated into the design and implementation of the Development;</p> <p>(d) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;</p> <p>(e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.92	"the Transport for London Contribution"	the sum of £80,000 (eighty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of

		this Agreement and to be paid by the Council in the event of receipt to Transport for London to pay for the provision of a cycle hire docking station in the vicinity of the Development
2.93	"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
2.94	"the Travel Plan Monitoring Contribution"	the sum of £3,001 (three thousand and 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 approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development
2.95	"the Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of Plot One forming part 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> <p>(a) the elements set out in the Third Schedule hereto;</p>

		<p>(b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;</p> <p>(e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.96	"the Tree Management Plan"	a plan setting out a package of measures to be adopted by the Owner in the

		<p>management and care of the trees in the Development in order to ensure as far as possible that the trees are protected during construction and that all care and consideration is given to ensuring it is not damaged to the extent it needs to be felled as a result of the demolition and construction works such plan to include but not be limited to the following:-</p> <p>(a) planting proposals for new trees (including mature trees where practicable) that have been developed for each of the Relevant Plots to mitigate against the loss of existing trees and vary the existing mix of three species on the Regents Park Estate;</p> <p>(b) measures to ensure trees close to the building sites will be protected to BS 5837:2012 with works carried out in accordance with BS3996: 2010 and NJUG guidelines number four and ten; and</p> <p>(c) a tree protection plan for each of the Relevant Plots in the same form as Plan 5</p>
2.97	"Wheelchair Accessible Units"	Either the Scenario One Wheelchair Accessible Units the Scenario Two Wheelchair Accessible Units or the Scenario Three Wheelchair Accessible Units
2.98	"the Working Group"	a working group to be convened in

		<p>accordance with the requirements of Clause 4.7 of this Agreement being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development</p>
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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, 5, 6 and hereof all of which shall come into effect on the date hereof

the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Demolition Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Any agreement, approval, certificate, consent or expression of satisfaction to be given the Council under this Agreement shall not be unreasonably withheld or delayed.
- 3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" in accordance with Clause 4.3 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **ACCESSIBILITY PLAN¹**

- 4.1.1 Prior to the Implementation Date to submit to the Council for approval the Accessibility Plan.
- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Accessibility Plan as demonstrated by written notice to that effect.
- 4.1.3 Not to Occupy or permit the Occupation of any Plot forming part of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Accessibility Plan as approved by the Council have been incorporated into the Relevant Plot within the Development
- 4.1.4 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

¹ Planning Permission 2015/3076/P Condition 50

managed in strict accordance with the Accessibility 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 Accessibility Plan.

4.2 **AFFORDABLE HOUSING²**

- 4.2.1 On or prior to Implementation to submit to the Council for approval the Affordable Housing Plan.
- 4.2.2 Not to Implement nor permit Implementation until such time as the Council has approved the Affordable Housing Plan as demonstrated by written notice to that effect.
- 4.2.3 If at any time following approval of the Affordable Housing Plan any Scenario Two or Three arises the Owner shall forthwith submit an amended Affordable Housing Plan.
- 4.2.4 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.
- 4.2.5 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator (ii) for the provision of Affordable Rented Housing in accordance with the Intermediate Housing Scheme; and (iii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.2.6 The provisions of Clause 4.2.4 shall not apply in Scenario Two in which case the Affordable Housing Units shall not be other used or occupied otherwise than in strict accordance with the Affordable Housing Plan.

² Planning Permission 2015/3076/P Condition 48

4.2.7 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 the Council or 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 4.2.3 hereof.

4.2.8 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.

4.2.9 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.3 **CAR CAPPED³**

4.3.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development (other than the Nominated Permit Holders) 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.

³ Planning Permission 2015/3076/P Condition 47

4.3.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

4.3.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of:-

(a) the Nominated Permit Holders; and

(b) the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 of this Agreement.

4.4 **COMMUNITY CENTRE⁴**

4.4.1 On or prior to the Implementation of the Development to submit to the Council for approval the Community Centre Plan.

4.4.2 Not to Implement nor permit Implementation of the Development until the Community Centre Plan has been approved by the Council as demonstrated by written notice to that effect.

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

4.4.4 Following the Occupation Date of the Development 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 Community Centre 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 Community Centre Plan.

4.5 **CONSTRUCTION APPRENTICE SUPPORT CONTRIBUTION**

4.5.1 On or prior to the Implementation Date to pay to the Council the Construction Apprentice Support Contribution in full.

⁴ Planning Permission 2015/3076/P Condition 49

4.5.2 Not to Implement or to permit Implementation until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.

4.6 **CONSTRUCTION MANAGEMENT PLAN⁵**

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

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

4.6.3 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.

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

4.7 **CONSTRUCTION PHASE WORKING GROUP⁶**

4.7.1 From the date of execution of this Agreement and at its own expense to invite the following to become members of the Working Group:

- (a) representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents and/or businesses in the immediate locality subject to a maximum of five (5) persons

⁵ Planning Permission 2015/3076/P Condition 39

⁶ Planning Permission 2015/3076/P Condition 51

comprised in demolition or building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.10 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN⁹

4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.10.2 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.

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

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

4.11 ENVIRONMENTAL CONTRIBUTION¹⁰

4.11.1 On or prior to the Implementation Date to pay to the Council the Environmental Contribution in full.

4.11.2 Not to Implement or to permit Implementation until such time as the Environmental Contribution has been paid to the Council in full.

⁹ Planning Permission 2015/3076/P Condition 45

¹⁰ Planning Permission 2012/0096/P Condition 52

- (b) the appointed project architect for the Development plus one additional representative as may be nominated by the Owner from time to time
- (c) any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)

4.7.2 To

- (a) procure that the project manager for the Development (and any other appropriate professional representatives of the Owners that the Parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group;
- (b) appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residents and businesses in the locality and other interested parties about the operation of the Working Group such person to organise and attend all meetings of the Working Group all such meetings to take place within easy walking distance of the First Property and the Second Property; and
- (c) ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Working Group.

4.7.3 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Working Group to all members of such Working Group.

4.7.4 To ensure that meetings of the Working Group shall take place at least once every six months during the Construction Phase ALWAYS PROVIDED that any member of the Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) working days to the Liaison Officer to convene a meeting of the Working Group and a meeting of the Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the Working Group shall be convened at such intervals as the Working Group decides.

- 4.7.5 To ensure that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within fourteen (14) days of each meeting).
- 4.7.6 In the event of the majority of members of the Working Group (having particular regard to the Construction Management Plan) making a recommendation to the Owner in respect of the management of the Construction Phase to use all reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Construction Management Plan not being adopted by the Owner the Owner shall notify the next meeting of the Working Group of this fact together with written reasons as to why this is the case.
- 4.7.7 To provide at its own expense throughout the Construction Phase of the Development:
- (a) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity a telephone complaints service that shall be available to local residents; and
 - (b) a fully operable and accessible computer web site setting out information about the progress of the Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts)

and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints and shall give each meeting of the Community Working Group written information about any such complaints received and action taken in respect of them.

4.8 **DEMOLITION MANAGEMENT PLAN**⁷

- 4.8.1 On or prior to the Demolition Date to provide the Council for approval a draft Demolition Management Plan.
- 4.8.2 Not to demolish nor allow demolition of the Existing Buildings until such time as the Council has approved the Demolition Management Plan as demonstrated by written notice to that effect.
- 4.8.3 The Owner acknowledges and agrees that the Council will not approve the Demolition Management Plan unless it demonstrates to the Council's reasonable satisfaction that the demolition of the Existing Building can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.8.4 To ensure that following the Demolition Date the Existing Buildings shall not be demolished otherwise than in strict accordance with the requirements of the Demolition Management Plan and not to permit the carrying out of any works comprised in demolition of the Existing Buildings at any time when the requirements of the Demolition Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required to remedy such non-compliance.

4.9 **EMPLOYMENT AND TRAINING PLAN**⁸

- 4.9.1 Prior to the Demolition Date to submit to the Council for approval the Employment and Training Plan.
- 4.9.2 Not to demolish or allow demolition of the Existing Buildings until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.9.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works

⁷ Planning Permission 2015/3076/P Condition 39

⁸ Planning Permission 2015/3076/P Condition 40

4.12 HIGHWAYS CONTRIBUTION¹¹

4.12.1 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.

4.12.2 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.

4.12.3 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.

4.12.4 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.

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

4.12.6 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference.

4.13 HIGHWAYS IMPROVEMENT¹²

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

4.13.2 Not to Implement or to permit Implementation until such time as the Highways Improvement Contribution has been paid to the Council in full.

¹¹ Planning Permission 2015/3076/P Condition 53

¹² Planning Permission 2012/0096/P Condition 43

4.14 LOCAL EMPLOYMENT¹³

4.14.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall ensure that no less than 25% of the work force is comprised of residents of the London Borough of Camden.

4.14.2 In order to facilitate compliance with the requirements of sub-clause 4.14.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Skills Centre and employed during the Construction Phase.

4.14.3 The Owner shall ensure that at all times during the Construction Phase no less than nine construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Skills Centre;

¹³ Planning Permission 2015/3076/P Condition 49

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

(iii) paid at a rate not less than the London Living wage.

4.14.4 The Owner shall ensure that during the Construction Phase of the Development no less than 10 work placements and/or work experience opportunities are provided at the Development.

4.14.5 The Owner shall ensure that during the Construction Phase of the Development no less than eight school or college site visits are provided at the Development;

4.14.6 The Owner shall ensure that during the Construction Phase of the Development no less than six school or college workshops will be provided in relation to the Development.

4.14.7 Notwithstanding the provisions in clauses 4.14.3 and 4.14.4 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction Centre.

4.14.8 If the Owner is unable to provide the apprentices in accordance with Clause 4.14.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

4.15 **LOCAL PROCUREMENT**¹⁴

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

¹⁴ Planning Permission 2015/3076/P Condition 44

- 4.15.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 4.15.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.15.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.16 OPEN SPACE MANAGEMENT PLAN¹⁵

- 4.16.1 On or prior to the Implementation Date to submit to the Council for approval the Open Space Management Plan.
- 4.16.2 Not to Implement nor permit Implementation until such time as the Council has approved the Open Space Management Plan as demonstrated by written notice to that effect.
- 4.16.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Open Space Management Plan as approved by the Council have been incorporated into the Property.
- 4.16.4 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 Open Space Management 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 Open Space Management Plan.

¹⁵ Planning Permission 2015/3076/P Condition 46

4.17 PEDESTRIAN ACCESS PLAN¹⁶

- 4.17.1 On or prior to the Demolition Date to provide to the Council for approval a draft Pedestrian Access Plan.
- 4.17.2 Not to demolish nor allow demolition until such time as the Council has approved the draft Pedestrian Access Plan as demonstrated by written notice to that effect.
- 4.17.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Pedestrian Access Plan and not to permit the carrying out of any works comprised in the demolition of the Existing Buildings or the construction of the Development at any time when the requirements of the Pedestrian Access Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.17.4 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 Pedestrian Access 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 Pedestrian Access Plan

4.18 PHASING PLAN¹⁷

- 4.18.1 On or prior to the Demolition Date to provide to the Council for approval a draft Phasing Plan.
- 4.18.2 Not to demolish nor allow demolition of the Existing Buildings until such time as the Council has approved the Phasing Plan as demonstrated by written notice to that effect.
- 4.18.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Phasing Plan and not to permit the carrying out of any works comprised in building out the

¹⁶ Planning Permission 2015/3076/P Condition 54

¹⁷ Planning Permission 2015/3076/P Condition 55

Development at any time when the requirements of the Phasing 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.

4.18.4 Not to Occupy or permit Occupation of the Relevant Phase until such time as the Council has confirmed in writing that the Relevant Phase has been completed in accordance with the Phasing Plan approved by the Council.

4.19 **SERVICE MANAGEMENT PLAN¹⁸**

4.19.1 On or prior to Implementation to submit to the Council for approval the Service Management Plan.

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

4.19.3 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 Service Management 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 Service Management Plan.

4.20 **SUSTAINABILITY PLAN¹⁹**

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

4.20.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

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

¹⁸ Planning Permission 2015/3076/P Condition 42

¹⁹ Planning Permission 2015/3076/P Condition 41

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

4.21 TRANSPORT FOR LONDON CONTRIBUTION

4.21.1 Within 21 days of the HS2 Event of Abandonment occurring to pay to the Council the Transport for London Contribution in full.

4.22 TRAVEL PLAN²⁰

4.22.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution in full

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

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

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

4.23 TREE MANAGEMENT PLAN²¹

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

²⁰ Planning Permission 2015/3076/P Condition 56

²¹ Planning Permission 2015/3076/P Condition 57

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

4.23.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Tree Management Plan and not to permit the carrying out of any works comprised in demolition or building out of the Development at any time when the requirements of the Tree 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.

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 2015/3076/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 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 2015/3076/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.8 of this Agreement shall be made by the Owner to the Council 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 2015/3076/P. Electronic Transfer 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.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the

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

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/3076/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 [the Mortgagee] or the [interested party] nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee ("the Chargee") of the Registered Provider of the Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:
- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any

Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose ("the Default Notice").

- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
- iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

6.10 For the purposes of Clause 6.9(a) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2015/3076/P and 2015/4232/P for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Director of Culture and Environment;
- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and
- (e) The Head of Legal Services.

6.11 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the

Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Clause 4.1.

- 6.12 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

7. **MORTGAGEE EXEMPTION**

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

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owner [and the] in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

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

OR

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

THE COMMON SEAL OF/)
EXECUTED AS A DEED BY)
LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
in the presence of:)

.....
Witness Signature

Witness Name

Address

Occupation

EXECUTED as a Deed)
By Mortgagee)
by)
in the presence of:-)

.....

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

.....

Authorised Signatory

**THE FIRST SCHEDULE
THE DRAFT CONSTRUCTION MANAGEMENT PLAN**

Construction Management Plan

pro forma v2.0

Contents

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Community liaison	11
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Review

~~For internal use only~~

Please initial and date in the relevant section of the table.

The **highlighted areas** of the Draft table will be deleted by their respective teams during pre app review if these sections are no longer applicable.

Pre app

Community liaison	
CLOCS	
Transport	
Highways	
Parking	
Environmental health	
Sustainability	<i>(attach appendix if necessary)</i>
Sign off	

Draft

Community liaison	
CLOCS	
Transport	
Highways	
Parking	
Environmental health	
Sustainability	
Sign off	

- INDICATES INPUT REQUIREMENT FROM MULTIPLE TEAMS THROUGHOUT DOCUMENT

Introduction

The purpose of the **Construction Management Plan (CMP)** is to help developers to minimise construction impacts, and relates to both on site activity and the transport arrangements for vehicles servicing the site.

It is intended to be a live document whereby different stages will be completed and submitted for application as the development progresses.

The completed and signed CMP must address the way in which any impacts associated with the proposed works, and any **cumulative impacts of other nearby construction sites**, will be mitigated and managed. The level of detail required in a CMP will depend on the scale and kind of development. Further policy guidance is set out in Camden Planning Guidance ([CPG](#) [6: Amenity](#) and [CPG](#) [8: Planning Obligations](#)).

This CMP follows the best practice guidelines as described in [Transport for London's](#) (TfL's Standard for [Construction Logistics and Cyclist Safety \(CLOCS\)](#) scheme) and [Camden's Minimum Requirements for Building Construction \(CMRBC\)](#).

The approved contents of this CMP must be complied with unless otherwise agreed with the Council in writing. The project manager shall work with the Council to review this CMP if problems arise in relation to the construction of the development. Any future revised plan must also be approved by the Council and complied with thereafter.

It should be noted that any agreed CMP does not prejudice or override the need to obtain any separate consents or approvals such as for road closures or hoarding licences.

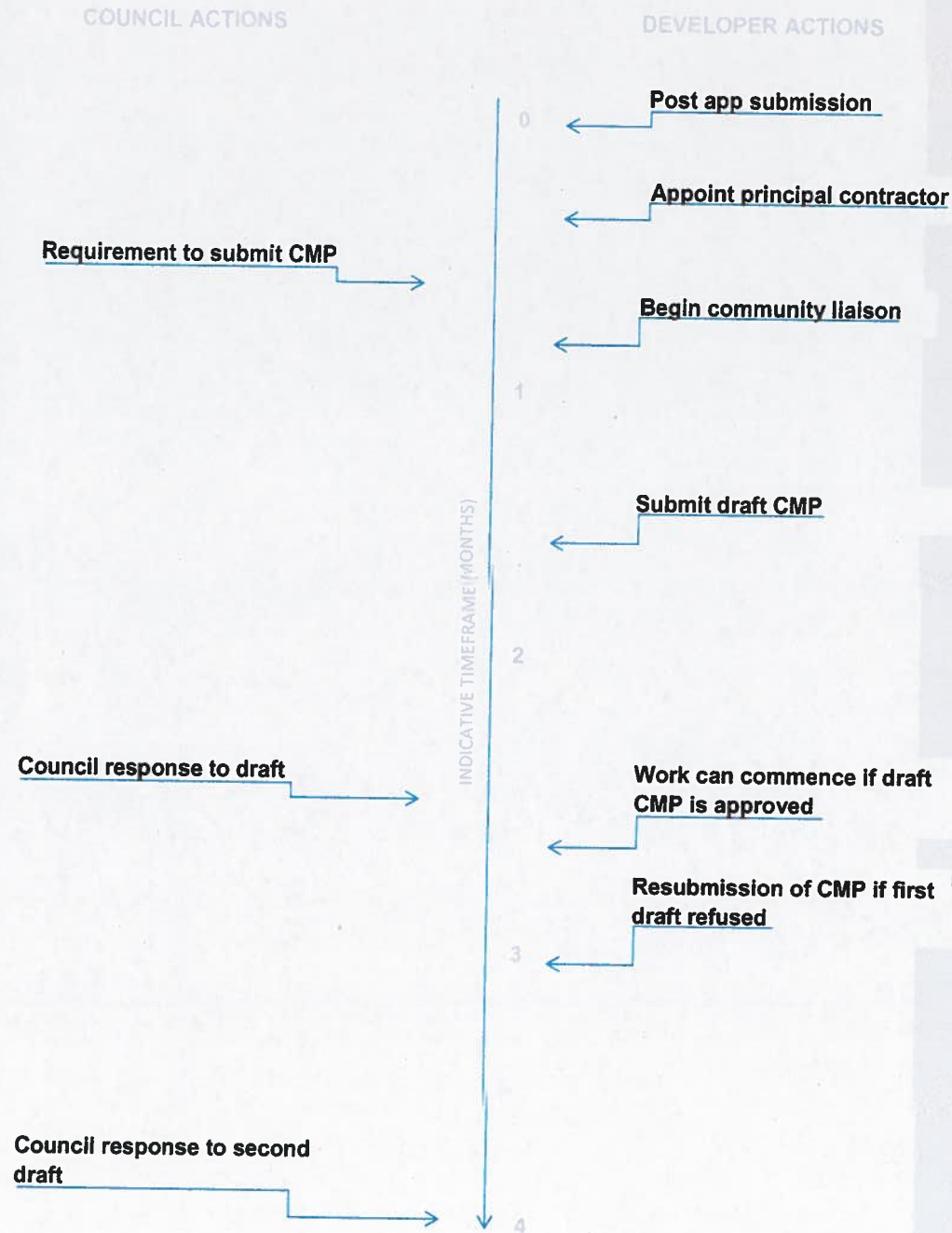
If your scheme involves any demolition, you need to make an application to the Council's Building Control Service. Please complete the "[Demolition Notice](#)"

Please complete the questions below with additional sheets, drawings and plans as required. The boxes will expand to accommodate the information provided, so please provide as much information as is necessary. It is preferable if this document is completed electronically and submitted as a Word file to allow comments to be easily documented.

(Note the term 'vehicles' used in this document refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearance, delivery of plant & materials, construction, etc.)

Revisions to this document may take place periodically.

Timeframe



Contact

1. Please provide the full postal address of the site and the planning reference relating to the construction works.

Address:

Phase 1

- Rydal Water (7- storey)
- Newlands (11- storey)
- Robert Street (5- storey)
- Varnell Street (3-5 storey)
- St Bede's Mews (3- storey)
- Cape of Good Hope (6-storey with 1-basement)
- Camden People's Theatre (5- storey)

Phase 2

- The Victory (6- storey)
- Dick Collins Hall site/Redhill Street (a.k.a. Rothay) (3-5 storey)

The whole scheme comprises of approx. 121no new units, 3no retail/commercial units, 2no communal spaces and associated external works.

Planning ref:

Type of CMP - Section 106 planning obligation/Major sites framework:

Deleted: 110

2. Please provide contact details for the person responsible for submitting the CMP.

Name: S Bartram

Address: Lovell Partnerships Ltd, Tasman House, The Waterfront, Elstree Road, Elstree Herts
WD6 3BS

Email: steve.bartram@lovell.co.uk

Phone: 02083703800

3. Please provide full contact details of the site project manager responsible for day-to-day management of the works and dealing with any complaints from local residents and businesses.

Name: To be confirmed

Address: Lovell Partnerships Ltd, Tasman House, The Waterfront, Elstree Road, Elstree Herts
WD6 3BS

Email:

Phone: 02083703800

4. Please provide full contact details of the person responsible for community liaison and dealing with any complaints from local residents and businesses if different from question 3.

Name: Nilufa Begum

Address: Lovell Partnerships Ltd, Tasman House, The Waterfront, Elstree Road, Elstree Herts
WD6 3BS

Email:

Phone: 02083703800

5. Please provide full contact details of the person responsible for community liaison/dealing with any complaints from local residents and businesses if different from question 3. In the case of [Community Investment Programme \(CIP\)](#), please provide contact details of the responsible Camden officer.

Name: Nilufa Begum

Address: Lovell Partnerships Ltd, Tasman House, The Waterfront, Elstree Road, Elstree Herts
~~WD6 3BS~~

Email:

Phone: 02083703800

6. Please provide full contact details including the address where the main contractor accepts receipt of legal documents for the person responsible for the implementation of the CMP.

Name: Steve Bartram

Address: Lovell Partnerships Ltd Tasman House, The Waterfront, Elstree Road, Elstree, Herts
WD6 3BS

Email: steve.bartram@lovell.co.uk

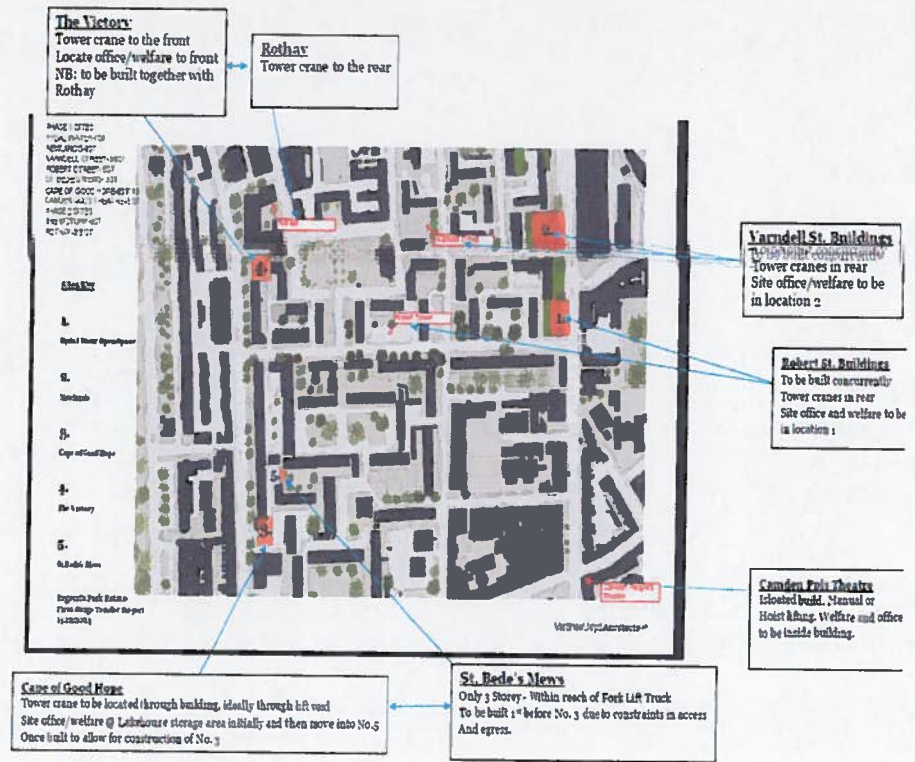
Phone: 02083703800

Site

1. Please provide a site location plan and a brief description of the site, surrounding area and development proposals for which the CMP applies.

The project involves the development of 9no site areas within an existing estate for the London Borough of Camden. The development is predominantly new build.

The whole scheme comprises of approx. 121no new units, 3no retail/commercial units, 2no communal spaces and associated external works.



2. Please provide a very brief description of the construction works including the size and nature of the development and details of the main issues and challenges (e.g. narrow streets, close proximity to residential dwellings).

The development is predominantly new build consisting RC frame structures on piled foundation with the exception of 1no site, namely "Camden People's Theatre" which is a refurbishment.

The scheme will comprise of two phases.

Phase 1 comprises of the following sites:-

Rydal Water (7- storey)

Newlands (11- storey)

Robert Street (5- storey)

Varndell Street (3-5 storey)

St Bede's Mews (3- storey)

Cape of Good Hope (6-storey with 1-basement)

Camden People's Theatre (5- storey)

Phase 2 follows on immediately after the completion of Phase 1, particularly those along Robert Street in order to allow for decant commencement of the Phase 2 sites.

The Victory (6- storey)

Dick Collins Hall site/Redhill Street (a.k.a. Rothay) (3-5 storey)

Access to some sites is via narrow streets & also red route highways, there will be a large interface with the residents on the estate together with general public & local transport links around the estates. There are trees which will also require identification/protection

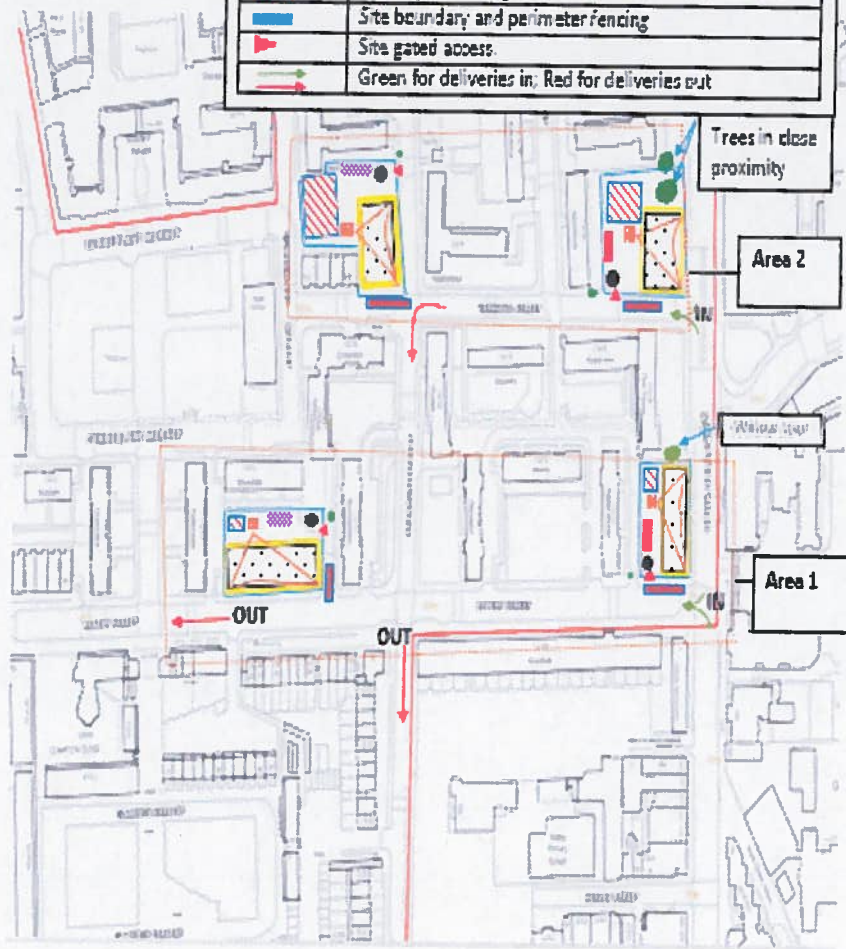
3. Please identify the nearest potential receptors (dwellings, business, etc.) likely to be affected by the activities on site (i.e. noise, vibration, dust, fumes, lighting, etc.).

All surrounding blocks of flats, houses & businesses together with the local road network

4. Please provide a scaled plan detailing the local highway network layout in the vicinity of the site. This should include details of on-street parking bay locations, cycle lanes, footway extents and proposed site access locations.

Notes
Fire assembly point

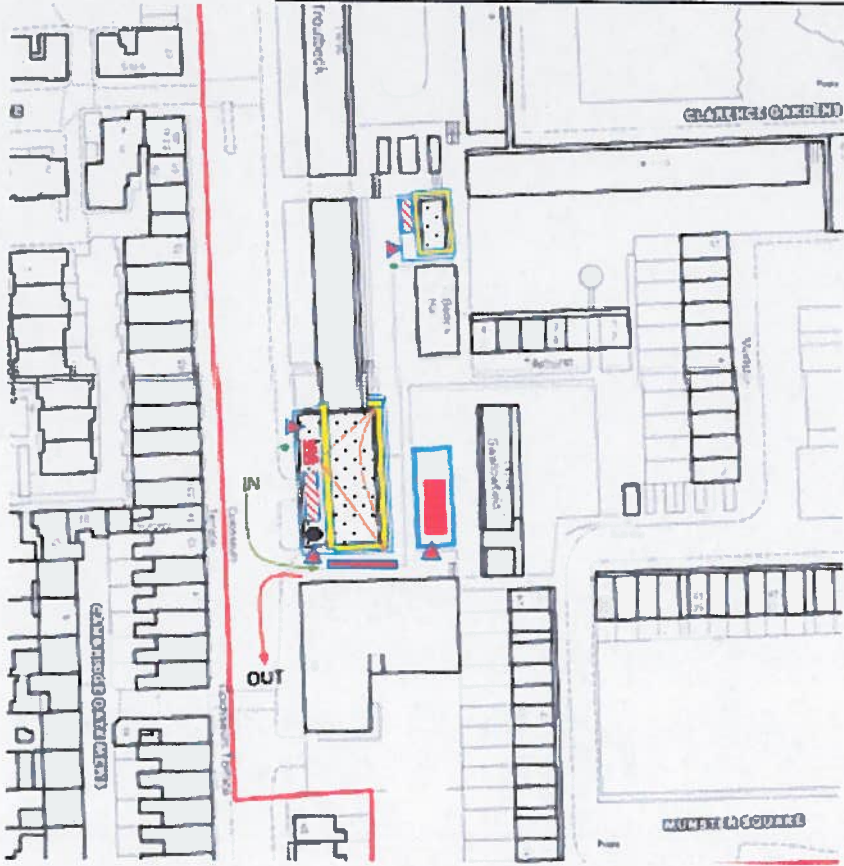
Key:	Notes:
	Indicative footprint of proposed building
	Perimeter scaffold; in many cases close to footways
	Site accommodation & welfare facilities
	Location of Siles
	Storage areas
	Tower Crane locations and slew zones
	Location of Oasis or All-in-one units
	Loading/Unloading areas- additional control measures
	Site boundary and perimeter fencing
	Site gated access
	Green for deliveries in, Red for deliveries out



Logistics Plan- Robert & Vandell St. Sites









Area 3

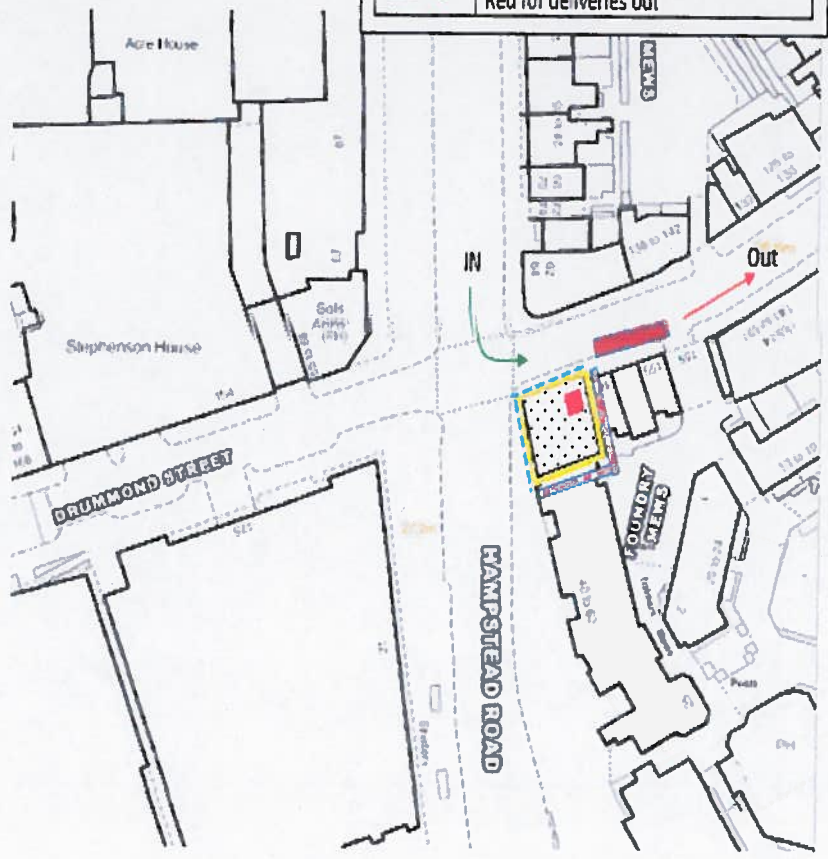
Key:	Notes
	Site accommodation & welfare facilities
	Site location
	Tower crane and slew zones
	Storage areas
	Scaffold footprint
	Indicative footprint of proposed buildings
	Site boundary and fencing line
	Gated access
	Deliveries in
	Deliveries out
	Fire assembly point



Logistics Plan - Cape of Good Hope & St. Bede's Mews

Area 4

Key:	Notes:
	Footprint of building
	Footprint of scaffold
	Tunnel under scaffold
	Scaffold gantry/ladder beams
	Temporary welfare unit inside building
	Loading/unloading area
	Green for deliveries in;
	Red for deliveries out



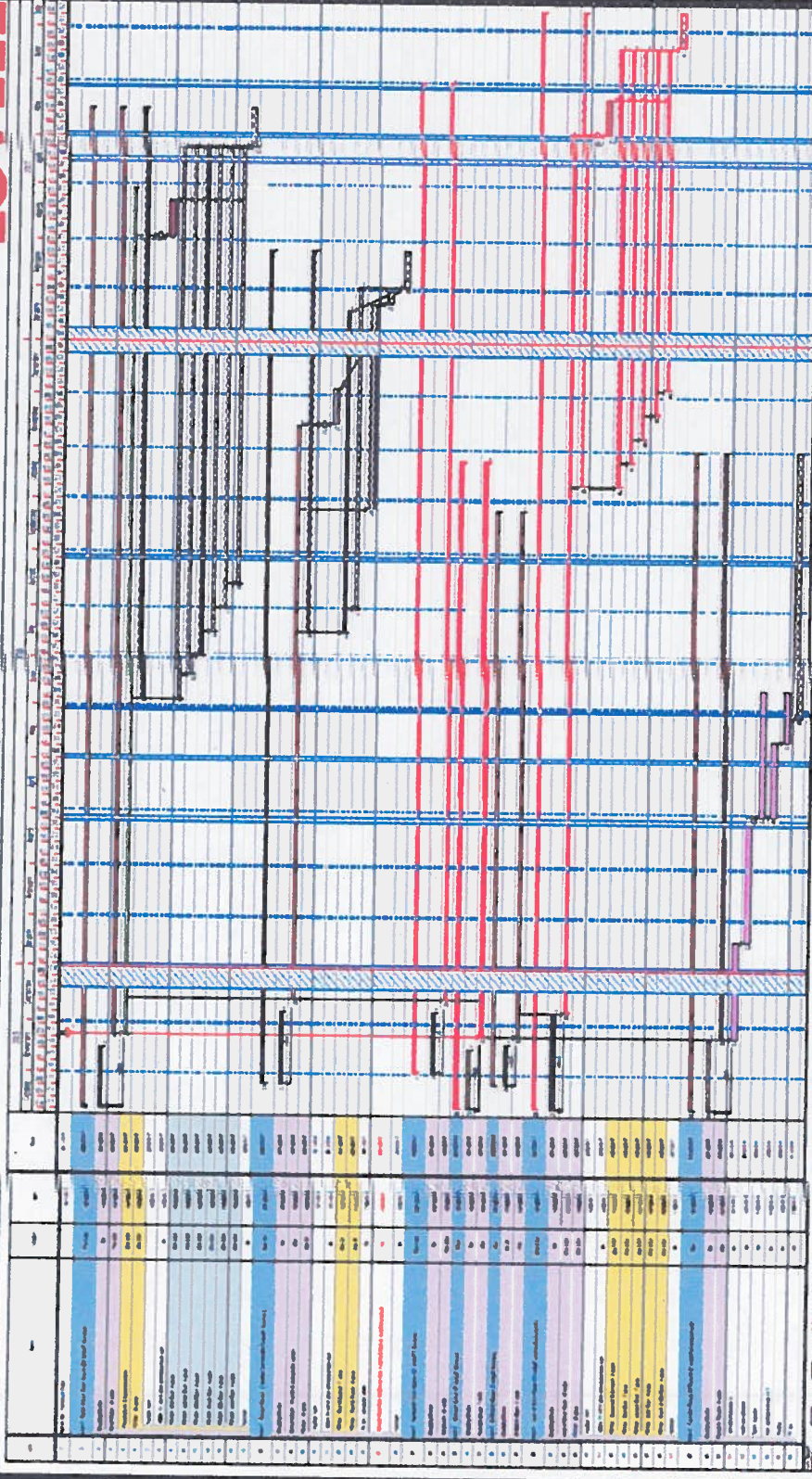
5. Please provide the proposed start and end dates for each phase of construction as well as an overall programme timescale. (A Gantt chart with key tasks, durations and milestones would be ideal).

Regents Park Estate

29/07/2015

Construction Programme - Phase 1

LOVELL



Dwg No 00001

Drawn by GCW

Revision Yo C

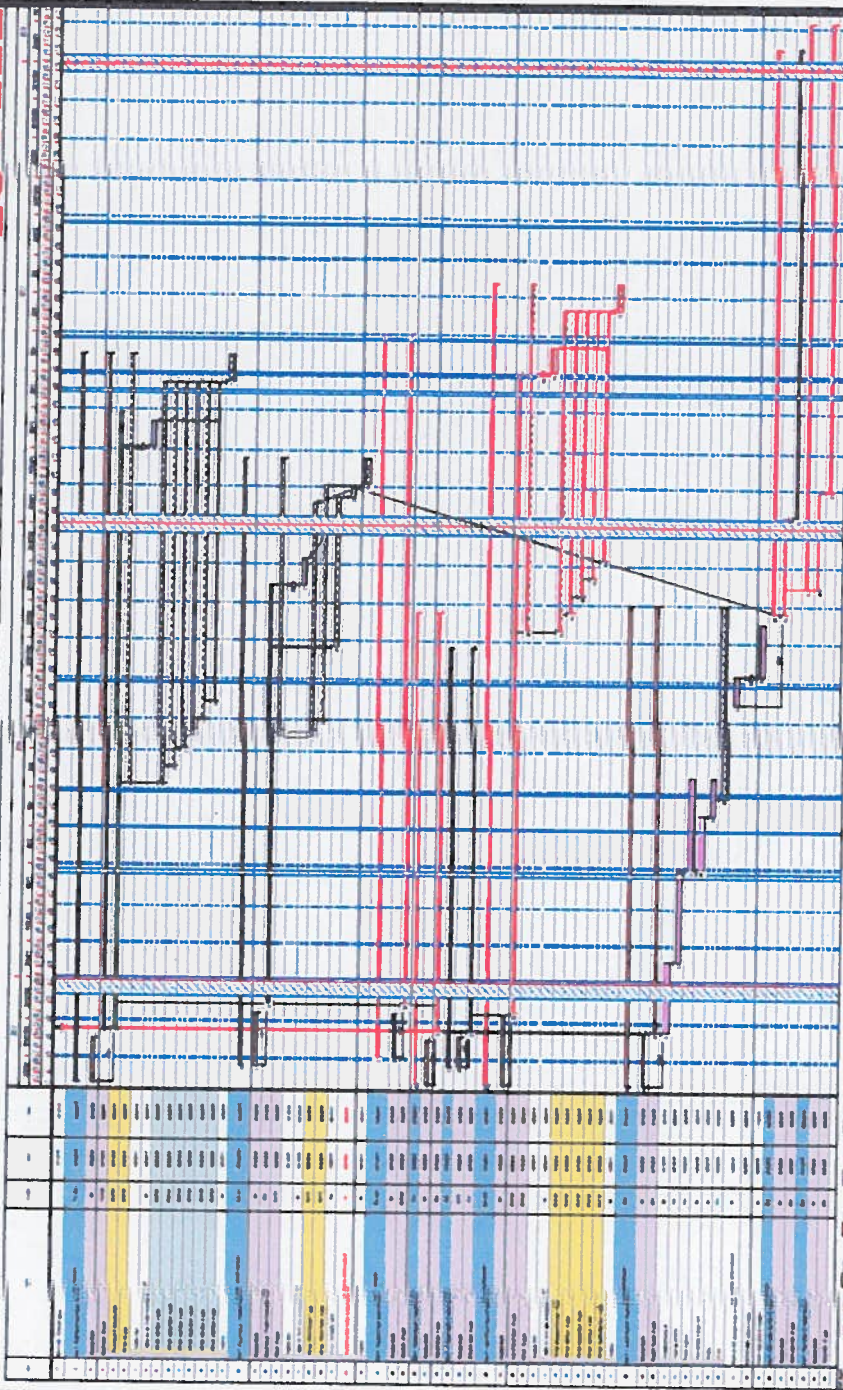
Notes:

Regents Park Estate

LOVELL

Construction Programme - Phase 1 & 2

29/07/2016



Drawn by: GCW

Draw No. 00001

Revision No C

Notes

6. Please confirm the standard working hours for this site, noting that the standard working hours for construction sites in Camden are as follows:

- 8.00am to 6pm on Monday to Friday
- 8.00am to 1.00pm on Saturdays
- No working on Sundays or Public Holidays

In general the hours in which vehicles will arrive and depart will coincide with site hours which are 8.00am to 6.00pm in the evening. However there will be occasions when heavy/wide loads will need to be delivered and removed from site outside of these hours. Such deliveries would be for piling rigs and tower cranes and Lovell members of staff would be in attendance at all times. On such occasions the local neighbours will be notified prior via a Lovell Newsletter. Any parking bays that may need to be closed off will be carried out by Lovell with full consultation with Camden/appropriate neighbours.

7. Please indicate if any changes to services are proposed to be carried out that would be linked to the site during the works (i.e. connections to public utilities and/or statutory undertakers' plant). Larger developments may require new utility services. If so, a strategy and programme for coordinating the connection of services will be required. If new utility services are required, please confirm which utility companies have been contacted (e.g. Thames Water, National Grid, EDF Energy, BT. etc.) You must explore options for the utility companies to share the same excavations and traffic management proposals. Please supply details of your discussions.

All sites will require new service connections, we are currently out to tender and will need to update this section upon receiving quotes.

Community Liaison

Significant time savings can be made by running an effective neighbourhood consultation process. This should be undertaken in the spirit of cooperation rather than one that is dictatorial and unsympathetic to the wellbeing of local residents and businesses.

These are most effective when initiated as early as possible and conducted in a manner that involves the local community. Involving locals in the discussion and decision making process helps with their understanding of what is being proposed in terms of the development process. Ideally this consultation and discussion process should have already started with the results incorporated into the CMP first draft submitted to the Council for discussion and sign off. This communication should then be ongoing during the build, with neighbours and any community liaison groups being regularly updated with programmed works and any changes that may occur due to unforeseen circumstances through newsletters, emails and meetings.

Please note that for larger sites, details of a construction working group may be required as a separate S106 obligation. If this is necessary, it will be set out in the S106 Agreement as a separate requirement on the developer.

Cumulative impact

Sites located within high concentrations of construction activity that will attract large numbers of vehicle movements should consider establishing contact with other sites in the vicinity in order to manage traffic routing and volumes. Developers in the Tottenham Court Road area have done this to great effect.

The Council can advise on this if necessary.

1. Consultation

The Council expects meaningful consultation. For large sites, this may mean two or more meetings with local residents prior to submission of the first draft CMP.

Details should include who was consulted, how the consultation was conducted and a summary of the comments received in response to the consultation. In response to the comments received, the CMP should then be amended where appropriate and, where not appropriate, a reason should be given. The revised CMP should also include a list of all the comments received. Developers are advised to check proposed approaches to consultation with the Council before carrying them out. If your site is on the boundary between boroughs then we would recommend contacting the relevant neighbouring planning authority.

Please provide details of consultation of draft CMP with local residents, businesses, local groups (e.g. residents/tenants and business associations) and Ward Councillors.

We in partnership with London Borough of Camden and our supply chain, will take due care of the community and environment within which we will be working. The site team will have direct responsibility for fostering good community relations with all neighbouring residents and businesses. From the start of this project an individual directly involved in the management of the site will be identified as being specifically responsible for community relations (Community Liaison Representative). This single point of contact will be established for all liaison with the general public. We will initiate early and honest communications to establish a good rapport with the community which will help reduce problems that may arise during the construction process. Part of the process will be the providing regular Newsletters keeping our neighbours up to date with what has and will happen on site. We will ensure that any particularly sensitive works or issues are dealt with in a professional and accountable manner, with the public and local community kept informed at all times. This may include things like out of hours delivery of large items of plant such as piling rigs etc. Information boards will be displayed on the site hoarding which will highlight the key personnel on site including their contact details. The regular newsletters will also highlight the key personnel and their contact details. In the event of a complaint the resident liaison officer will respond by return or as soon as they can. All complaints will be logged, all actions tracked and each item closed out to the satisfactory agreement of all parties. Prior to any person being allowed on site they have to go through a Health, Safety and Environment Induction which, amongst others, will highlight the requirements set out in the Considerate Constructors Scheme and our site procedures.

2. Construction Working Group

Please provide details of community liaison proposals including any Construction Working Group that will be set up, addressing the concerns of the community affected by the works, the way in which the contact details of the person responsible for community liaison will be advertised to the local community, and how the community will be updated on the upcoming works i.e. in the form of a newsletter/letter drop, or weekly drop in sessions for residents.

The communication process with the local community will start before the main work commences on site with a series of open meetings will be held throughout the duration of the project.

A working group will be established to conduct these further meetings.

Before work commences we will send out letters to the neighbours informing them of what will be happening and giving them our contact name and telephone number.

This will include a 24hr emergency hotline.

We will also maintain full and regular communications with affected neighbours regarding site activity, deliveries and traffic.

Should there be any complaints, local residents will be able to call personally to the site offices.

A record will be kept of all comments/complaints.

Also we will consider site lighting to reduce the effect on neighbours.

We will provide viewing apertures in the hoardings.

Our workforce will maintain a respectable standard of dress code.

We will encourage operatives not to leave site in their dirty work clothes.

3. Schemes

Please provide details of any schemes such as the 'Considerate Constructors Scheme', such details should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "[Guide for Contractors Working in Camden](#)" also referred to as "[Camden's Considerate Contractors Manual](#)".

We will register the project with the Considerate Constructors Scheme.

4. Neighbouring sites

Please provide a plan of existing or anticipated construction sites in the local area and please state how your CMP takes into consideration and mitigates the cumulative impacts of construction in the vicinity of the site. The council can advise on this if necessary.

Having visited the sites in the last week or so I didn't notice any sites under construction at present, however if you could assist in anyway please let me know. *Under the current HS2 Ltd's programme, their enabling works are due to commence from 2017 starting with enabling works in and around the Regents Park Estate Our programme of works takes into account HS2's indicative programme .*

Transport

This section must be completed in conjunction with your principal contractor. If one is not yet assigned, please leave the relevant sections blank until such time when one has been appointed.

Camden is a CLOCS Champion, and is committed to maximising road safety for Vulnerable Road Users (VRUs) as well as minimising negative environmental impacts created by motorised road traffic. As such, all vehicles and their drivers servicing construction sites within the borough are bound by the conditions laid out in the [CLOCS Standard](#).

This section requires details of the way in which you intend to manage traffic servicing your site, including your road safety obligations with regard to VRU safety. It is your responsibility to ensure that your principal contractor is fully compliant with the terms laid out in the CLOCS Standard. It is your principal contractor's responsibility to ensure that all contractors and sub-contractors attending site are compliant with the terms laid out in the CLOCS Standard.

Checks of the proposed measures will be carried out by the council to ensure compliance. Please refer to the CLOCS Standard when completing this section. Guidance material which details CLOCS requirements and our monitoring process is available [here](#).

Please contact CLOCS@camden.gov.uk for further advice or guidance on any aspect of this section.

Please refer to the CLOCS Overview and Monitoring Overview documents which give a breakdown of requirements.

CLOCS Considerations

1. Name of Principal contractor:

Lovell Partnerships Ltd

Tasman House

The Waterfront

Elstree Road

Elstree

WD6 3BS

2. Please submit the proposed method for checking operational, vehicle and driver compliance with the CLOCS Standard throughout the duration of the contract (please refer to our CLOCS Overview document in the appendix and CLOCS Standard point 3.4.7).

Our supply chain will be notified during the tender process about the need for compliance with CLOCS and checks for compliance will be carried out by our Site Management team working with our central purchasing team.

3. Please confirm that you as the client/developer and your principal contractor have read and understood the [CLOCS Standard](#) and included it in your contracts. Please sign-up to join the [CLOCS Community](#) to receive up to date information on the standard by expressing an interest online.

I confirm that I have included the requirement to abide by the CLOCS Standard in my contracts to my contractors and suppliers:

S Bartram Contracts Manager

Please contact CLOCS@camden.gov.uk for further advice or guidance on any aspect of this section.

Site Traffic

Sections below shown in blue directly reference the CLOCS Standard requirements. The CLOCS Standard should be read in conjunction with this section.

4. Traffic routing: *“Clients shall ensure that a suitable, risk assessed vehicle route to the site is specified and that the route is communicated to all contractors and drivers. Clients shall make contractors and any other service suppliers aware that they are to use these routes at all times unless unavoidable diversions occur.” (P19, 3.4.5)*

Routes should be carefully considered and risk assessed, taking into account the need to avoid where possible any major cycle routes and trip generators such as schools, offices, public buildings, museums etc. Where appropriate, on routes that use high risk junctions (i.e. those that attract high volumes of cycling traffic) installing Trixi mirrors to aid driver visibility should be considered.

Consideration should also be given to weight restrictions, low bridges and cumulative impacts of construction (including neighbouring construction sites) on the public highway network. The route(s) to and from the site should be suitable for the size of vehicles that are to be used.

a. Please indicate routes on a drawing or diagram showing the public highway network in the vicinity of the site including details of links to the [Transport for London Road Network \(TLRN\)](#).

Please see above answers & drawings provided to Site Question 4 for the details of the public highway network

b. Please confirm how contractors, delivery companies and visitors will be made aware of the route (to and from the site) and of any on-site restrictions, prior to undertaking journeys.

Within the site management structure, a member of the team will be responsible for the day to day management of all deliveries to the site.

Deliveries will be booked in using a Delivery Schedule to prevent lorry congestion around the road network that surrounds the site. Should a lorry/vehicle arrive that has not been booked in, that lorry will be turned away.

Wherever possible lorries will be brought onto site keeping the roads free for general traffic movement.

In order to reduce traffic movements, we shall call off full loads whenever possible and only accept part loads when essential.

We shall encourage our supply chain to use public transport to travel to site. We shall also inform our supply chain that parking is very restricted in the local area and that residents parking bays are not to be used. We will monitor parking, especially on neighbouring roads, to ensure off-site parking is dealt with considerably.

Also we will with use of the following forms from our management system

LOVELL Site Services Site Services

Delivery - Information Checklist

The purpose of this document is to ensure the Site Management Team (SMT) is aware of the requirements and expectations of the Supply Chain regarding the road network at the site. This document is to be used by the SMT to ensure that the Site Management Team is aware of the requirements and expectations of the Supply Chain.

Information from Lovell	
1	Site Name - [LOVELL SITE NAME]
2	Site Address - [LOVELL SITE ADDRESS]
3	Site Contact - [LOVELL SITE CONTACT]
4	Site Hours - [LOVELL SITE HOURS]
5	Site Access - [LOVELL SITE ACCESS]
6	Site Restrictions - [LOVELL SITE RESTRICTIONS]
7	Site Requirements - [LOVELL SITE REQUIREMENTS]
8	Site Notes - [LOVELL SITE NOTES]

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6	Site Restrictions - [LOVELL SITE RESTRICTIONS]
7	Site Requirements - [LOVELL SITE REQUIREMENTS]
8	Site Notes - [LOVELL SITE NOTES]

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4. Site Hours - [LOVELL SITE HOURS]

5. Site Access - [LOVELL SITE ACCESS]

6. Site Restrictions - [LOVELL SITE RESTRICTIONS]

7. Site Requirements - [LOVELL SITE REQUIREMENTS]

8. Site Notes - [LOVELL SITE NOTES]

Ref	Item	Status	Date
001	Delivery Information Checklist	Approved	15/10/2023

Information required from the Sub-Contractor/Supplier	
As a representative of the Sub-Contractor/Supplier could you please complete the questions listed below:	
Name of Company: _____	
Name of Person Completing this form: _____	
Position: _____	
<ul style="list-style-type: none"> - What site related activities are you planning to deliver, what resources/equipment do you? - Do you require any specific parking arrangements? - Do you require any specific unloading arrangements? - If it is required, how do you intend to provide your Driver with safe access, egress and safe routes for unloading purposes in accordance with the Work at Height Regulations? - If it is required, how do you intend to brief your Driver from falling from the rear of their vehicle during unloading loading operations in accordance with the Work at Height Regulations? - Are all your Drivers able to understand English or do special arrangements need to be made (i.e. translation or pictograms)? - Does your Driver have any medical conditions that he needs to be aware of? - Will a site safety or contact officer be your organiser (i.e. if there is a problem with a driver, or an emergency)? - Is there any other information that the Lovell need to be aware of prior to delivering commencing on site that will affect the Health and Safety of either our Driver or another member of the site team? 	

Ref	Date	Issue by	Page No. of No.
001	01/01/2018	[Redacted]	1/1

LOVELL

DRIVERS SITE INDUCTION INFORMATION
 All Drivers MUST receive this induction information before attending site

- Project Title: [\[Redacted\]](#)
- All drivers must report to the site office before their vehicle enters the site. They must be parked in a designated parking space. The site office must be notified if any loading/unloading operations are not required.
 - All vehicles must be used in accordance with the Work at Height Regulations. All vehicles must be used in accordance with the Work at Height Regulations. All vehicles must be used in accordance with the Work at Height Regulations.
 - All vehicles must be used in accordance with the Work at Height Regulations. All vehicles must be used in accordance with the Work at Height Regulations. All vehicles must be used in accordance with the Work at Height Regulations.
 - All vehicles must be used in accordance with the Work at Height Regulations. All vehicles must be used in accordance with the Work at Height Regulations. All vehicles must be used in accordance with the Work at Height Regulations.

- Site Arrangements**
- All vehicles must be parked where required or restricted.
 - All vehicles must have their engines stopped in designated parking areas.
 - There is a speed limit of 10mph on the site.
 - If the site office is required for unloading, specific arrangements will be made to ensure the vehicle can safely enter the site.
 - The driver is [\[Redacted\]](#).
 - The site office is [\[Redacted\]](#).
 - The site office is [\[Redacted\]](#).
 - The site office is [\[Redacted\]](#).
 - The site office is [\[Redacted\]](#).
 - The site office is [\[Redacted\]](#).

Ref	Date	Issue by	Page No. of No.
001	01/01/2018	[Redacted]	1/1



5. Control of site traffic, particularly at peak hours: *"Clients shall consider other options to plan and control vehicles and reduce peak hour deliveries"* (P20, 3.4.6)

Construction vehicle movements are generally acceptable between 9.30am to 4.30pm on weekdays and between 8.00am and 1.00pm on Saturdays). If there is a school in the vicinity of the site or on the proposed access and/or egress routes, then deliveries must be restricted to between 9.30am and 3pm on weekdays during term time. (Refer to the [Guide for Contractors Working in Camden](#)).

A delivery plan should ensure that deliveries arrive at the correct part of site at the correct time. Instructions explaining such a plan should be sent to all suppliers and contractors. Consideration should be given to the location of any necessary holding areas for large sites with high volumes of traffic. Vehicles must not wait or circulate on the public highway. Whilst deliveries should be given set times to arrive, dwell and depart, no undue time pressures should be placed upon the driver at any time.

a. Please provide details of the 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. You should estimate the average daily number of vehicles during each major phase of the work, including their dwell time at the site. High numbers of vehicles per day and/or long dwell times may require vehicle holding procedures.

Numerous types of delivery vehicles will be used to bring materials to and from the site.

These include:-

Skip lorries. These will include roll on/roll off skips for major demolition works (approx. size 7.5m long and 2.4m wide) and standard 8 yard skips for waste (approx. size 7m long and 2.4m wide).

Ready mix concrete lorries. (approx. size 8.25m long and 2.45m wide).

Flatbed delivery vehicles for the delivery of various materials including scaffolding, steelwork, reinforcement, bricks/blocks, timber, roofing materials, plaster, joinery etc. (approx. size 8.5m long and 2.45m wide).

Articulated Lorries, for delivery of pre cast concrete units and other cladding components.

The projected vehicle movements are approximately 5 per day during the enabling works and 15 – 20 per day during the main contract works period.

b. Please provide details of other developments in the local area or on the route.

As above in Community Section 4

c. Please outline the system that is to be used to ensure that the correct vehicle attends the correct part of site at the correct time.

Within the site management structure, a member of the team will be responsible for the day to day management of all deliveries to the site, to ensure that the correct delivery vehicle is provided by our supply chain.
Bookings via our Delivery Schedules will also prevent lorry congestion to the road network that surrounds the site and ensure correct size vehicles are provided.

d. Please identify the locations of any off-site holding areas (an appropriate location outside the borough may need to be identified, particularly if a large number of delivery vehicles are expected) and any measures that will be taken to ensure the prompt admission of vehicles to site in light of time required for necessary compliance checks. Please refer to question 5 if any parking bay suspensions will be required for the holding area.

There will be no off-site holding area, we will be encouraging use of 'Just in Time' deliveries from our Supply Chain.

Within the site management structure, a member of the team will be responsible for the day to day management of all deliveries to the site.

Wherever possible lorries will be brought onto site keeping the roads free for general traffic movement.

In order to reduce traffic movements, we shall call off full loads whenever possible and only accept part loads when essential.

e. Please provide details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).

We shall encourage our supply chain to use public transport to travel to site. We shall also inform our supply chain that parking is very restricted in the local area and that residents parking bays are not to be used. We will monitor parking, especially on neighbouring roads, to ensure off-site parking is dealt with ~~considerately~~.

6. Site access and egress: *"Clients shall ensure that access to and egress from the site is appropriately managed, clearly marked, understood and clear of obstacles."* (P18, 3.4.3)

Vehicles entering and leaving the site should be carefully managed, using gates that are clearly marked and free from obstacles. Traffic Marshalls must ensure the safe passage of pedestrians, cyclists and other traffic when vehicles are entering and leaving site, particularly if reversing.

a. Please detail the proposed access and egress routes to and from the site

Please see above drawings provided to Site Question 4 for the drawings detailing the public highway network

b. Please describe how the access and egress arrangements for construction vehicles will be managed.

Via our Delivery management system referred to in Question 4

c. Please provide swept path drawings for any tight manoeuvres on vehicle routes to and from the site including proposed access and egress arrangements at the site boundary (if necessary).

Again having walked the sites, I feel that all deliveries will be able to drive into site or be banked into site and be able to leave in a forward direction, we may require parking bay suspension to achieve this.

d. Provision of wheel washing facilities should be considered if necessary. If so, please provide details of how this will be managed and any run-off controlled.

In the early stages of the project when demolition and ground works are being carried out, Jet washers will be used to wash down all vehicles that enter/leave the construction site.

The wash bay area will be impermeable and isolated from the surrounding area by a raised kerb or roll over bund to contain solids, with effluent directed to the foul sewer (subject to discharge consent).

We will also make provision for cleaning of the road if required by an approved road sweeper.

We will insist on all muck away lorry's be fully sheeted to minimise the risk of any mud over-spilling onto the highway.

7. Vehicle loading and unloading: *"Clients shall ensure that vehicles are loaded and unloaded on-site as far as is practicable."* (P19, 3.4.4)

If this is not possible, Traffic Marshalls must ensure the safe passage of pedestrians, cyclists and motor traffic in the street when vehicles are being loaded or unloaded.

Please provide details of the parking and loading arrangements for construction vehicles with regard to servicing and deliveries associated with the site (e.g. delivery of materials and plant, removal of excavated material). This is required as a scaled site plan, showing all points of access and where materials, skips and plant will be stored, and how vehicles will access and egress the site. If loading is to take place off site, please identify where this is due to take place and outline the measures you will take to ensure that loading/unloading is carried out safely. Please outline in question 8 if any parking bay suspensions will be required.

A strict delivery procedure will be implemented to ensure that the roads surrounding the sites are not overrun with site and delivery vehicles. Our banksmen / traffic marshals will ensure that traffic flow on both streets is maintained at all times. All subcontractors and suppliers will be required to give 48 hours' notice of deliveries. The movement of materials, particularly in the main contract works stage, will also be controlled by our banksmen / traffic Marshalls. They will be responsible for the ~~control and~~ coordination of all aspects of material deliveries and movement. Vehicles will pull into the site for unloading wherever possible. Tower cranes will be provided to facilitate easy and quick unloading of delivery vehicles. Materials will be stored within the boundary of the site. No parking will be permitted on site and all sub-contractors will be informed at the pre order meeting that the surrounding area is for resident parking only. All subcontractors will be encouraged to use public transport.

Highway interventions

8. Parking bay suspensions and temporary traffic management orders

Please note that a parking bay suspension should only be requested where absolutely necessary. Parking bay suspensions are permitted for a maximum of 6 months, suspensions whose duration exceeds 6 months must apply for a Temporary Traffic Order (TTO). For parking bay suspensions of one year or longer, a Traffic Management Order (TMO) must be applied for.

Please provide details of any proposed parking bay suspensions and temporary traffic management orders which would be required to facilitate construction.

Suspension of resident parking bays will be kept to a minimum.

9. Scaled drawings of highway works

Please note that use of the public highway for storage, site accommodation or welfare facilities is at the discretion of the Council and is generally not permitted. If you propose such use you must supply full justification, setting out why it is impossible to allocate space on-site. You must submit a detailed (to-scale) plan showing the impact on the public highway that includes the extent of any hoarding, pedestrian routes, parking bay suspensions and remaining road width for vehicle movements. We prefer not to close footways but if this is unavoidable, you should submit a scaled plan of the proposed diversion route showing key dimensions.

- a. Please provide accurate scaled drawings of any highway works necessary to enable construction to take place (e.g. construction of temporary vehicular accesses).

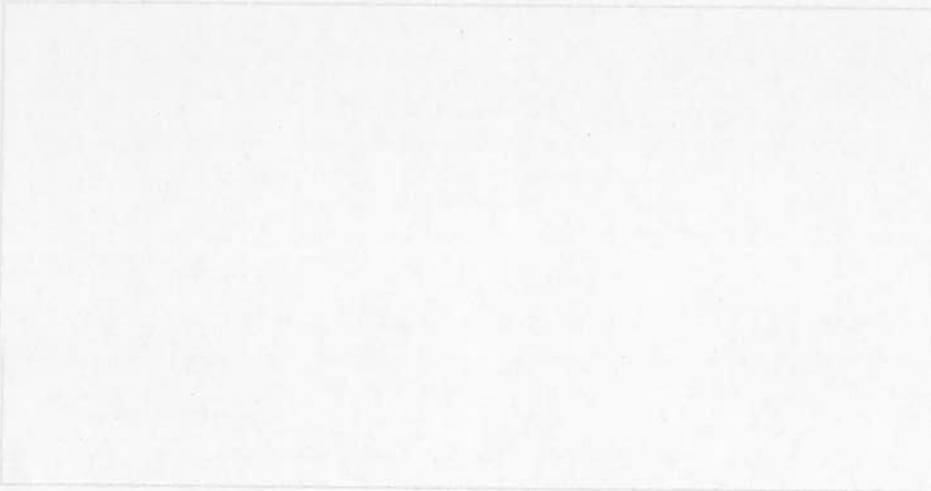
This information will be provided at a later date due to final agreement of works to be included in our scope of works package

- b. Please provide details of all safety signage, barriers and accessibility measures such as ramps and lighting etc.

All work will be carried out in accordance with the New Roads and Street Works Act 1991 & the Code of Practice for the Co-ordination of Street Works and Works for Road Purposes and Related Matters

10. Diversions

Where applicable, please supply details of any diversion, disruption or other anticipated use of the public highway during the construction period (alternatively a plan may be submitted).



11. VRU and pedestrian diversions, scaffolding and hoarding

Pedestrians and/or cyclist safety must be maintained if diversions are put in place. Vulnerable footway users should also be considered, these include wheelchair users, the elderly, those with walking difficulties, young children, those with prams, the blind and partially sighted. Appropriate ramping must be used if cables, hoses, etc. are run across the footway.

Any work above ground floor level may require a covered walkway adjacent to the site. A licence must be obtained for scaffolding and gantries. The adjoining public highway must be kept clean and free from obstructions. Lighting and signage should be used on temporary structures/skips/ hoardings, etc.

A secure hoarding will generally be required to the site boundary with a lockable access

a. Please provide details describing how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Traffic Marshall arrangements.

When vehicles are entering or leaving the site, these will be supervised by our ~~banksmen / traffic marshals~~.

Where vehicle are unloading, these tasks will be supervised by either road marshals or crane banksman.

The general public/pedestrians will have right of way along the pathways that surround the site. The construction site gates will be kept closed and monitored by site security, only when deliveries are made to the site will they be opened to allow vehicles onto the site, at which time barriers will be put across the pavement to prevent access by pedestrians. All delivery vehicles will be supervised/controlled by a banksman. When unloading via the tower cranes the footpaths will be closed off and pedestrians will be requested to use the pavement on the opposite side of the road. The site management will also ensure that the external perimeter of the site is regularly patrolled to ensure that any debris is kept clear of the pavements.

With regard to cyclist safety any delivery vehicle parked within the loading area will be coned off to direct the cyclist around the lorry.

Should there be any complaints arising from the works, local residents will be able to call personally to the site offices. Any residents visiting site to raise a complaint will be requested to sign-in and our security guard will escort the visitor to the site offices.

Our Community Liaison officer will deal personally with comments or complaints from the public or neighbours and will ensure that they are resolved swiftly. A record will be kept of all comments and complaints.

b. Please provide details of any temporary structures which would overhang the public highway (e.g. scaffolding, gantries, cranes etc.) and details of hoarding requirements or any other occupation of the public highway.

There will be some scaffold overhang to public footpaths together with scaffold pedestrian walkways constructed.

The tower cranes that we intend to use will have a luffing jib, thereby reducing over sailing, except for unloading/loading from the loading bays on the sites. These lifts will be carried out under the supervision of a trained banksman. These cranes will left in their "parked" position at the end of each day's work, keeping them within the site boundary.

● SYMBOL IS FOR INTERNAL USE

Environment

To answer these sections please refer to the relevant sections of **Camden's Minimum Requirements for Building Construction (CMRBC)**.

1. Please list all noisy operations and the construction method used, and provide details of the times that each of these are to be carried out.

Sources of noise from major primary activities on the sites include:-

Demolition carried out using large plant & equipment

Excavations carried out using large plant & equipment carried out using large plant & equipment

Concreting Operations using concrete pumps & concrete skips with use of vibrating pokers & finishing plant

Plant and Equipment

Drilling and Grinding

Scaffolding

Construction Traffic access & egress

Other Loading and Unloading Operations

Steel fabrication & erection

2. Please confirm when the most recent noise survey was carried out (before any works were carried out) and provide a copy. If a noise survey has not taken place please indicate the date (before any works are being carried out) that the noise survey will be taking place, and agree to provide a copy.

See Noise and Vibration report submitted with planning application (SD11)

3. Please provide predictions for noise and vibration levels throughout the proposed works.

See Noise and Vibration report submitted with planning application (SD11)

4. Please provide details describing mitigation measures to be incorporated during the construction/demolition works to prevent noise and vibration disturbances from the activities on the site, including the actions to be taken in cases where these exceed the predicted levels.

The effects of noise from construction sites will be controlled by introducing management and monitoring processes to ensure that best practice methods are planned and employed to minimise noise during construction. All the projects will need to produce a Noise Management Plan prior to start on site. The plan will include management and monitoring processes to ensure as a minimum:

~~Integration of noise control into the preparation of method statements~~

Ensuring proactive links between noise management activities and community relations activities

Preparing details of site hoardings, screens or bunds that will be put in place to provide acoustic screening during construction, together with an inspection and maintenance schedule for such features

Plant and equipment liable to create noise and/or vibration whilst in operation will, be located away from sensitive receptors.

All plant, equipment and noise control measures applied to plant and equipment shall be maintained in good working order and operated such that noise emissions are minimised as far as reasonably practicable.

Any plant, equipment or items fitted with noise control equipment found to be defective will not be operated until repaired.

5. Please provide evidence that staff have been trained on BS 5228:2009

6. Please provide details on how dust nuisance arising from dusty activities, on site, will be prevented.

Our demolition contractors will be required to provide Demolition Plans for demolition and associated activity.

The methodology will be dictated by the type of construction and other influencing factors, such as the location of adjacent buildings and noise and dust generation

Dust pollution from demolition activities will be limited through the use of the following measures, as appropriate:-

Stripping of insides of buildings before demolition

Buildings or structures to be demolished will be sprayed with water or screened as necessary, prior to and during demolition

Rubble chutes will be shielded or enclosed or water used to suppress dust emissions from such equipment

Skips and bins are to be covered and secured

Removal of waste from the site will comply with the requirements of this CMP relating to the transportation of materials

Dust pollution from excavations and earthworks activities will be limited through the use of the following measures, as appropriate:

Excavated material to be carted away will be loaded using minimum 'drop heights' from excavators into vehicles involved in the transport of excavated material

Imported bedding and backfill material that could generate dust such as gravels and sands are to be kept damped down prior to being placed into excavations

Compacting and rolling of large areas of excavated areas, and spreading of fill will be undertaken using dust damping down measures

The unloading, storage and handling of construction materials can be a significant source of dust emission. The adoption of appropriate control measures will be applied starting with storage areas being sited in locations away from work areas where operatives and public can be exposed to the effects of any emissions

Dust and air quality management measures will be implemented to limit pollution arising from the transportation and storage of materials, including the following, as appropriate: Covering materials, deliveries or loads entering and leaving the construction site for the purposes of preventing materials and dust spillage.

Vehicles transporting materials within or outside the construction site will not be overloaded; Stockpiles and mounds will be kept away from sensitive receptors where reasonably practicable and sited to take into account the predominant wind direction relative to sensitive receptors

Materials stockpiles likely to generate dust will be enclosed or securely sheeted, kept watered or stabilised as appropriate

Fine dry material will be stored inside buildings or enclosures with measures in place to ensure no escape of material and of overfilling during delivery

7. Please provide details describing how any significant amounts of dirt or dust that may be spread onto the public highway will be prevented and/or cleaned.

Mud and debris on the road is one of the main environmental nuisance and safety problems arising from construction sites. We will make provision to minimise this problem.

In the early stages of the project when demolition and ground works are being carried out, jet washers will be used to wash down all vehicles that enter/leave the construction site.

The wash bay area will be impermeable and isolated from the surrounding area by a raised kerb or roll over bund to contain solids, with effluent directed to the foul sewer (subject to discharge consent).

We will also make provision for cleaning of the road if required by an approved road sweeper.

We will insist on all muck away lorry's be fully sheeted to minimise the risk of any mud over-spilling onto the highway.

We will consider spraying a fine spray to suppress dust on the following:

Structures and building during demolition.

Unpaved areas that are subject to traffic or wind.

Sand, spoil and aggregate stockpiles.

During loading/unloading of dust generating materials.

8. Please provide details describing arrangements for monitoring of noise, vibration and dust levels.

During all construction works, regular visual inspections would be undertaken by our site teams to identify activities that may produce noise, vibration & dust and will ensure that the appropriate planned mitigation is being used.

9. Please confirm that a [Risk Assessment](#) has been undertaken at planning application stage in line with the [GLA's Control of Dust](#) and Emissions Supplementary Planning Guidance (SPG), and the risk level that has been identified, with evidence. Please attach the risk assessment as an appendix if not completed at the planning application stage.

See Air Quality Statement, submitted as part of the Planning Application (SD6)

10. Please confirm that all of the GLA's 'highly recommended' measures from the [SPG](#) relative to the level of risk identified in question 9 by completing the attached appendix listing.

See Air Quality Statement, submitted as part of the Planning Application (SD6)

- 11. If the site is a High Risk Site, 4 real time dust monitors will be required, as detailed in the [SPG](#). Please confirm the location, number and specification of the monitors in line with the SPG and confirm that these will be installed 3 months prior to the commencement of works, and that real time data and quarterly reports will be provided to the Council detailing any exceedances of the threshold and measures that were implemented to address these.

12. Please provide details about how rodents, including [rats](#), will be prevented from spreading out from the site. You are required to provide information about site inspections carried out and present copies of receipts (if work undertaken).

Food waste will be disposed of in waste bins with lids.
All food will be stored in sealed containers.
Food will not be left out overnight.
We use the services of Rentokill Initial to provide their complete range of pest control services on site.

13. Please confirm when an asbestos survey was carried out at the site and include the key findings.

See report submitted as part of planning application

14. Complaints often arise from the conduct of builders in an area. Please confirm steps being taken to minimise this e.g. provision of suitable smoking area, tackling bad language and unnecessary shouting.

Our steps to minimise complaints include:-

A system and procedure for dealing with enquiries and complaints from the public, this will include:-

Complaints/incidents logbooks covering:-

The nature of the complaint

The cause

The remedial action taken.

Contact numbers & email for the enquiries and complaints will be displayed on signs around the sites and will be published in newsletters.

If complaints are made, we will respond by investigating the complaint quickly and sympathetically, taking action to resolve the problem where the complaint is justified.

Our response to complaints is an important criterion when evaluating the performance of the sites for the Considerate Constructors Scheme.

Any complaints received by Camden will be logged & investigated.

● SYMBOL IS FOR INTERNAL USE

Agreement

The agreed contents of this Construction Management Plan must be complied with unless otherwise agreed in writing by the Council. This may require the CMP to be revised by the Developer and reapproved by 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 in writing and complied with thereafter.

It should be noted that any agreed Construction Management Plan does not prejudice further agreements that may be required such as road closures or hoarding licences.

Signed:

Date:

Print Name:

Position:

Please submit to: planningobligations@camden.gov.uk

End of form.

THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 **Actions & Responsibilities of Main Contractor**

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the Owner s to inform them that they also fall under the provisions of this

s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner , their main contractor and subcontractors.

Facilities Management

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

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

THE THIRD SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

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

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

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

2. Taxis and Minicabs

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

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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