

DATED

11 March

2016

(1) FALKERSTONE LIMITED

and

(2) TRAVELODGE HOTELS LIMITED

and

(3) AVIVA COMMERCIAL FINANCE LIMITED

and

(4) THE ROYAL BANK OF SCOTLAND PLC

and

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

A G R E E M E N T

relating to land known as

TRAVELODGE HOTEL 10 DRURY LANE LONDON WC2B 5RE

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended)

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 5680

Fax: 020 7974 1920

1781.533



THIS AGREEMENT is made the 11 day of March 2016

BETWEEN:

- i. **FALKERSTONE LIMITED** (incorporated in Isle of Man) whose registered office is at PO Box 95, 2a Lord Street, Douglas, Isle of Man IM99 1HP whose address for services in the United Kingdom is care of Wedlake Bell LLP 52 Bedford Row London WC1R 4LR (hereinafter called "the Freeholder") of the first part
- ii. **TRAVELODGE HOTELS LIMITED** (Co. Regn. No. 769170) whose registered office is at of Sleepy Hollow, Aylesbury Road, Thame OX9 3AT (hereinafter called "the Leaseholder") of the second part
- ii. **AVIVA COMMERCIAL FINANCE LIMITED** of Sentinel House, 37 Surrey Street, Norwich NR1 3UY (hereinafter called "the First Mortgagee") of the third part
- iii. **THE ROYAL BANK OF SCOTLAND PLC** of Level 5, 135 Bishopsgate, London EC2M 3UR (hereinafter called "the Second Mortgagee") of the fourth part
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 228166 subject to a charge to the First Mortgagee and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 The Leaseholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL934361 subject to a charge to the Second Mortgagee and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Freeholder and the Leaseholder shall hereinafter be called "the Owner"

- 1.4 A Planning Application for the Development of the Property was submitted to the Council and validated on 24 September 2015 and the Council resolved to grant permission conditionally under reference number 2015/5430/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 The First Mortgagee as mortgagee under a legal charge registered under Title Number 228166 and dated 18 December 2014 is willing to enter into this Agreement to give its consent to the same.
- 1.8 The Second Mortgagee as mortgagee under a legal charge registered under Title Number NGL934361 and dated 30 April 2013 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|-----------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |

2.3 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.4 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.6 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.7 "the Development"

infilling of collonnade at ground and first floor level to provide 6 additional hotel rooms and separate ground floor retail unit (Use Class A1)

as shown on drawing numbers H8685- 01A; 02B; 03B; 04B; 06B; 07 A; 09B; 10B; 12D; 13B; 15; 18;

2.8 "the Highways Contribution"

the sum of £10, 000.00 (ten thousand pounds only) 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"):-

- (a) to repair and repave any damage caused to the footway immediately adjacent to the site as direct result of the Development;
- (b) any other repair works the Council acting reasonably is required as a direct result of the Development

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.9 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

- 2.10 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.11 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.12 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.13 "the Parties" mean the Council, the Owner the First and Second Mortgagee
- 2.14 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 24 September 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/5430/P subject to conclusion of this Agreement
- 2.15 "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
- 2.16 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

2.17 "the Property" the land known as Travelodge Hotel 10 Drury Lane London WC2B 5RE the same as shown shaded grey on the plan annexed hereto

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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4 **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

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

4.1.2 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.

4.1.3 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.

4.1.4 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.

4.2 **HIGHWAYS AND STREETWORKS**

4.2.1 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.

4.2.2 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.

4.2.3 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 undertaker's costs.

- 4.2.4 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.
- 4.2.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within twenty-one (21 days) days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.6 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty-one (21 days) days of the issuing of the said certificate pay to the Council the amount of the excess.

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 2015/5430/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 2015/5430/P.
- 5.7 ^{w/b} 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 2015/5430/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 2015/5430/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 First Mortgagee or the Second Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest. *by the relevant party*
- 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 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

7. **MORTGAGEE EXEMPTION**

7.1 The First Mortgagee hereby consents to the completion of this Agreement and ~~agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.~~ ^{under Lx}
copy WS

The Second Mortgagee hereby consents to the completion of this Agreement and ~~agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.~~ ^{under Lx}
copy WS

8. **JOINT AND SEVERAL LIABILITY**

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

9. **INDEMNITY**

9.1 Notwithstanding the effect of Clause 8 (Joint and Several Liability) of this Agreement the Leaseholder hereby covenants with the Freeholder ^{and} its successors in title and assigns to observe and perform the obligations on the part of "the Owner" herein contained and further the Leaseholder indemnifies the Freeholder its successors in title and assigns from and against all costs claims charges expenses demands and liabilities howsoever incurred by the Freeholder arising out of this Agreement for breach non-observance or non-performance of the provisions herein PROVIDED that the breach non-observance or non performance of the provisions in this Agreement are not as a result of the Freeholder or anyone acting on behalf of the Freeholder. For the avoidance of doubt, the Freeholder will take ^{reasonable} ~~all~~ measures ~~necessary~~ to mitigate any loss incurred as a result of a breach ^{of} the provisions in this Agreement and will not settle or compromise any claims or liabilities without first obtaining the consent of the Leaseholder and (if required) the Leaseholder's insurer in the case of the Leaseholder such consent shall not be unreasonably withheld or delayed

copy WS

10. **RIGHTS OF THIRD PARTIES**

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

11 **JURISDICTION**

11.1 This Agreement is governed and interpreted in accordance with the law in England and the parties submit to the non-exclusive jurisdiction of the courts of England.

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

EXECUTED AS A DEED BY
FALKERSTONE LIMITED
~~in the presence of:~~
~~acting by a Director and its Secretary~~
~~or by two Directors~~
*a company incorporated under
the laws of the Isle of Man*
by.....**BRYAN McMATION**.....
Director

and OSCAR BROWN.....

Director/Secretary
*being persons who in accordance
with the laws of Cook Territory are
acting under the authority of the Company*

EXECUTED AS A DEED BY
TRAVELODGE HOTELS LIMITED
in the presence of:
acting by a Director and its Secretary
or by two Directors

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED by
NICHOLAS JAMES SKELLER
AS ATTORNEY FOR AVIVA
COMMERCIAL FINANCE LIMITED
In the presence of:

NJS

)
)
) as attorney for
) AVIVA COMMERCIAL
) FINANCE LIMITED

Signature of witness *Wendy*
Name of witness *Wendy SANDERS*
Address of witness: Aviva Legal Services, Surrey Street, Norwich
Occupation of witness: Administrative Assistant

NOR16/0571

EXECUTED as a Deed
By THE ROYAL BANK OF SCOTLAND PLC)
By)
in the presence of:-)

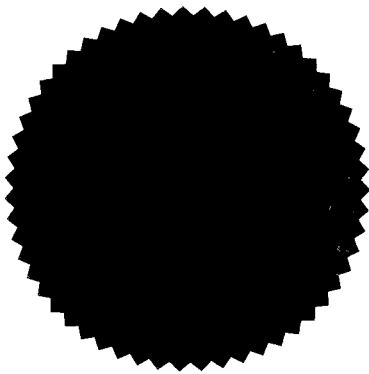
[Signature]

[Signature]

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

Clp Baker

Authorized Signatory



THE SCHEDULE
Construction Management Plan
Highway Measures

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

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

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

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

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-

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

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



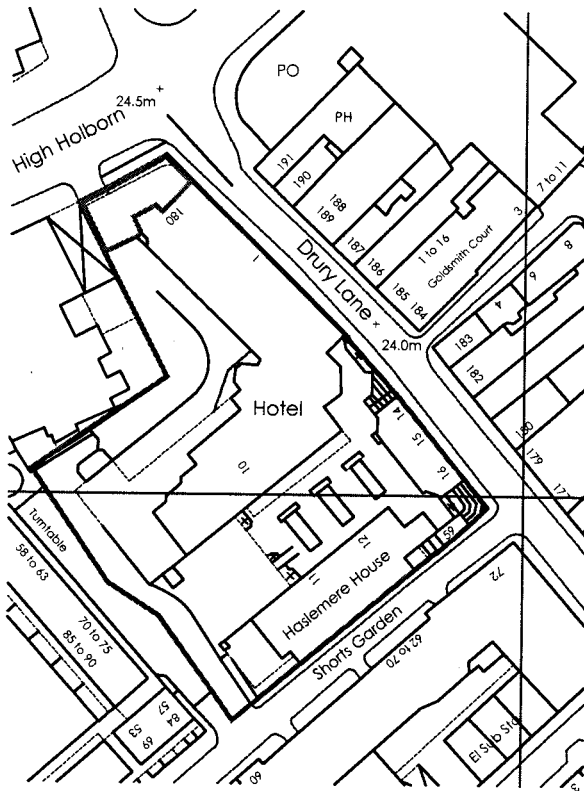
Copyright JWA Architects Limited
Do not scale



FALKERSTONE LIMITED

— OWNERSHIP
BOUNDARY

— APPLICATION
BOUNDARY



SCALE 1:1250

Order R12

M. J. W.

Approved

JWA Architects Limited
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Leicestershire LE16 9RZ

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E office@jwa-architects.co.uk
W www.jwa-architects.co.uk

Client: Travelodge

Project: Travelodge
Drury Lane,
Covent Garden

Drawing: SITE LOCATION PLAN

Purpose: PLANNING Date: 03.08.2015
Scale: 1:1250 @ A4 Drawn: NW
Dwg. No: H8685 - 15 Revision:

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

Smith Jenkins Ltd
30A High Street
Milton Keynes
Buckinghamshire
MK11 1AF

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

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

Application Ref: **2015/5430/P**

26 November 2015

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Travelodge Hotel
10 Drury Lane
London
WC2B 5RE

Proposal:
Infilling of colonnade at ground and first floor level to provide 6 additional hotel rooms and separate ground floor retail unit (Use Class A1)
Drawing Nos: H8685- 01A; 02B; 03B; 04B; 06B; 07 A; 09B; 10B; 12D; 13B; 15; 18;

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

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

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

Condition(s) and Reason(s):

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

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

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

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

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans H8685- 01A; 02B; 03B; 04B; 06B; 07 A; 09B; 10B; 12D; 13B; 15; 18;

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

Informative(s):

- 1 The site is located on the corner of High Holborn and Drury Lane. It comprises a multi-storey building in use as a hotel with retail space along Drury Lane. Where it fronts the corner of Drury Lane and High Holborn the building has a colonnade which is currently gated off from the public footway.

Permission is sought to infill the colonnade to provide 6 additional hotel rooms at first floor level with retail space at ground floor level.

The proposal is considered to be acceptable, the design and materials would match those of the existing building with double height glazing installed between the existing columns at ground floor level to create the retail unit.

At present this part of High Holborn does not contain much active street frontage, which makes the environment unwelcoming. The proposal would introduce an element of street level activity to the benefit of the wide street scene and adjoining conservation area.

It is not considered that the addition of 6 hotel bedrooms, in what is already a very large hotel, would add additional strain to the transport system given the central London location.

Given its location on High Holborn, there would not be any impact on the amenity of adjoining neighbours. And as it is on a busy thoroughfare it is not considered necessary to condition opening hours or restrict use. Any change of use would be

subject to national legislation.

The proposal would see a cycle stand provided at the front of the shop unit, which is welcome. A section 106 legal agreement will also be entered into to repair/repave any damage caused to the public highway. Given the sites location in central London on High Holborn, a construction management plan will be required to ensure there is no harm to the road network or amenity of neighbours during construction.

The planning history of the site and relevant appeal decisions were taken into account when coming to this decision.

The proposed development is in general accordance with policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP24, DP26 and DP30 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4, 7.6 and 7.8 of the London Plan 2015; and paragraphs 14, 17, 56 -66 and 126-141 of the National Planning Policy Framework.

- 2 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).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's 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.
- 4 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.

DRAFT

Yours faithfully

Culture and Environment Directorate

DECISION

DATED 11 March

2016

(1) FALKERSTONE LIMITED

and

(2) TRAVELODGE HOTELS LIMITED

and

(3) AVIVA COMMERCIAL FINANCE LIMITED

and

(4) THE ROYAL BANK OF SCOTLAND PLC

and

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

AGREEMENT

relating to land known as
TRAVELODGE HOTEL 10 DRURY LANE LONDON WC2B 5RE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980

Andrew Maughan
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Judd Street
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