

DATED 31 December 2015

(1) UNIVERSITY COLLEGE LONDON

and

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

AGREEMENT
relating to land known as
Ramsay Hall, University College London (UCL), 20 Maple Street London W1T 5HB
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\lmm\s106 Agreements (2015/4618/P)
CLS/COM/LMM/1685.



THIS AGREEMENT is made the 31st day of December 2015

BETWEEN:

- i. **UNIVERSITY COLLEGE LONDON** of Gower Street, London WC1E 6BT (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute of the Property herein defined, being part of the land registered under Title Number NGL809509.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 19 August 2015 and the Council resolved to grant permission conditionally under reference number 2015/4618/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 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.



2. DEFINITIONS

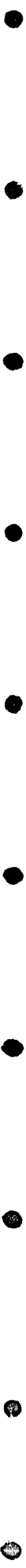
In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 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 site specific measures that the Owner will adopt in undertaking the demolition of existing buildings and structures and 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 Schedule annexed hereto (as appropriate)
- (iii) proposals to ensure the protection and preservation of the listed building in the vicinity during the Construction Phase;
- (iv) proposals to ensure there are no adverse effects on the Conservation Area features;
- (v) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) 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);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and



(viii) 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

and for the avoidance of doubt includes the demolition of existing buildings

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"

roof extension to Rome block, external alterations associated with remodelling of 5th floor, including alterations to elevations and plant, the creation of a rear glazed walkway extension and infill at ground level, relocation of main entrance, elevational alterations, installation of new signage and associated refurbishment works for student accommodation (Sui Generis) as shown on the Site Location Plan and drawing numbers

1438_DWG_PL_000	Rev	B,
1438_DWG_PL_001	Rev	A,
1438_DWG_PL_002	Rev	A,
1438_DWG_PL_003	Rev	A,
1438_DWG_PL_004	Rev	A,



1438_DWG_PL_005	Rev	A,
1438_DWG_PL_006	Rev	A,
1438_DWG_PL_020	Rev	A,
1438_DWG_PL_021	Rev	A,
1438_DWG_PL_022	Rev	A,
1438_DWG_PL_023	Rev	A,
1438_DWG_PL_030	Rev	A,
1438_DWG_PL_031	Rev	A,
1438_DWG_PL_032	Rev	A,
1438_DWG_PL_0B1	Rev	A,
1438_DWG_PL_100	Rev	A,
1438_DWG_PL_110	Rev	A,
1438_DWG_PL_200	Rev	A,
1438_DWG_PL_201	Rev	A,
1438_DWG_PL_202	Rev	A,
1438_DWG_PL_203	Rev	A,
1438_DWG_PL_204	Rev	A,
1438_DWG_PL_205	Rev	A,
1438_DWG_PL_206	Rev	A,
1438_DWG_PL_220	Rev	A,
1438_DWG_PL_221	Rev	A,
1438_DWG_PL_222	Rev	A,
1438_DWG_PL_223	Rev	A,
1438_DWG_PL_230	Rev	A,
1438_DWG_PL_231	Rev	A,
1438_DWG_PL_232	Rev	A,
1438_DWG_PL_233	Rev	A,
1438_DWG_PL_2B0	Rev	A,
1438_DWG_PL_2B1	Rev	A,

1438_DWG_PL_DAS Rev A, 15-T014 05 Rev B, Daylight and Sunlight Report by GVA dated July 2015, Plant Noise Assessment - Ramsay Hall UCL by Parsons Brinckerhoff dated February 2015, Transport Statement by Iceni Projects dated August 2015 and Energy and



2.8 "the Highways
Contribution"

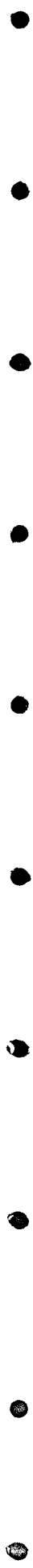
the sum of £48,142 (forty eight thousand one hundred and forty two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property such works to include the following (the "Highways Works"):

- (a) A reduction in width and resurfacing of the servicing entrance and crossover;
- (b) any other works the Council acting reasonably requires as a direct result of the development

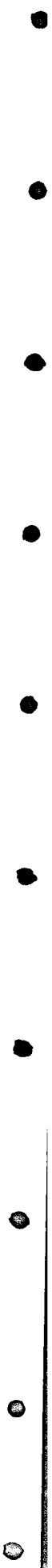
all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

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(4) of the Act (which for the avoidance of doubt shall not include site clearance, installation of hoarding and any environmental investigations) 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 "Occupation Date" the date when any part of the Development is occupied (but for the avoidance of doubt shall not include occupation for the purpose of fitting out of the Development) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.12 "the Parties" mean the Council and the Owner
- 2.13 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 19 August 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/4618/P subject to conclusion of this Agreement
- 2.14 "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
- 2.15 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto



- 2.16 "the Property" that part of the land known as Ramsay Hall, University College London (UCL), 20 Maple Street London W1T 5HB shown for identification purposes only outlined in red on the plan annexed hereto
- 2.17 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

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 7 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 (such approval not to be unreasonably withheld or delayed) 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 (such approval not to be unreasonably withheld or delayed) 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 materially complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.2 **HIGHWAYS CONTRIBUTION**

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 (such approval not to be unreasonably withheld or delayed).

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 undertakers costs.

4.2.4 On completion of the Highway Works the Council shall 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 onedays 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 onedays of the issuing of the said certificate pay to the Owner the balance.

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

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2015/4618/P the date upon which the Development will be ready for Occupation.



- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the Owner's possession (at the Council'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, provided that no fee shall be payable where the request is made to the planning officer or the Planning Obligations Monitoring Officer.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/4618/P.
- 5.9 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 2015/4618//P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs properly incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council within seven days after written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during



which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

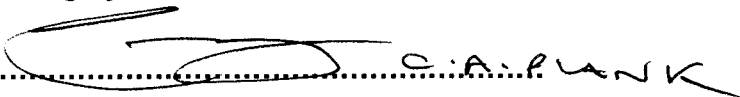
6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of the Development this Agreement shall forthwith determine and cease to have effect and the Council shall effect cancellation of all entries in the Register of Local Land Charges in respect of this Agreement.

7. **RIGHTS OF THIRD PARTIES**

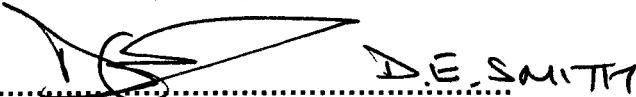
7.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed the day and year first before written

EXECUTED AS A DEED BY)
UNIVERSITY COLLEGE LONDON)
Acting by:)

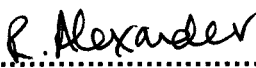

..... C.A. PUNK

Authorised Signatory

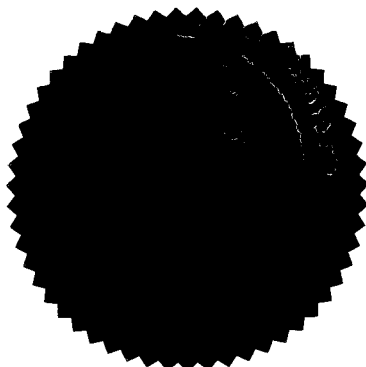

..... D.E. SMITH

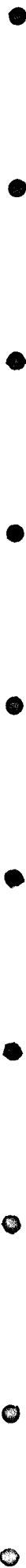
Authorised Signatory

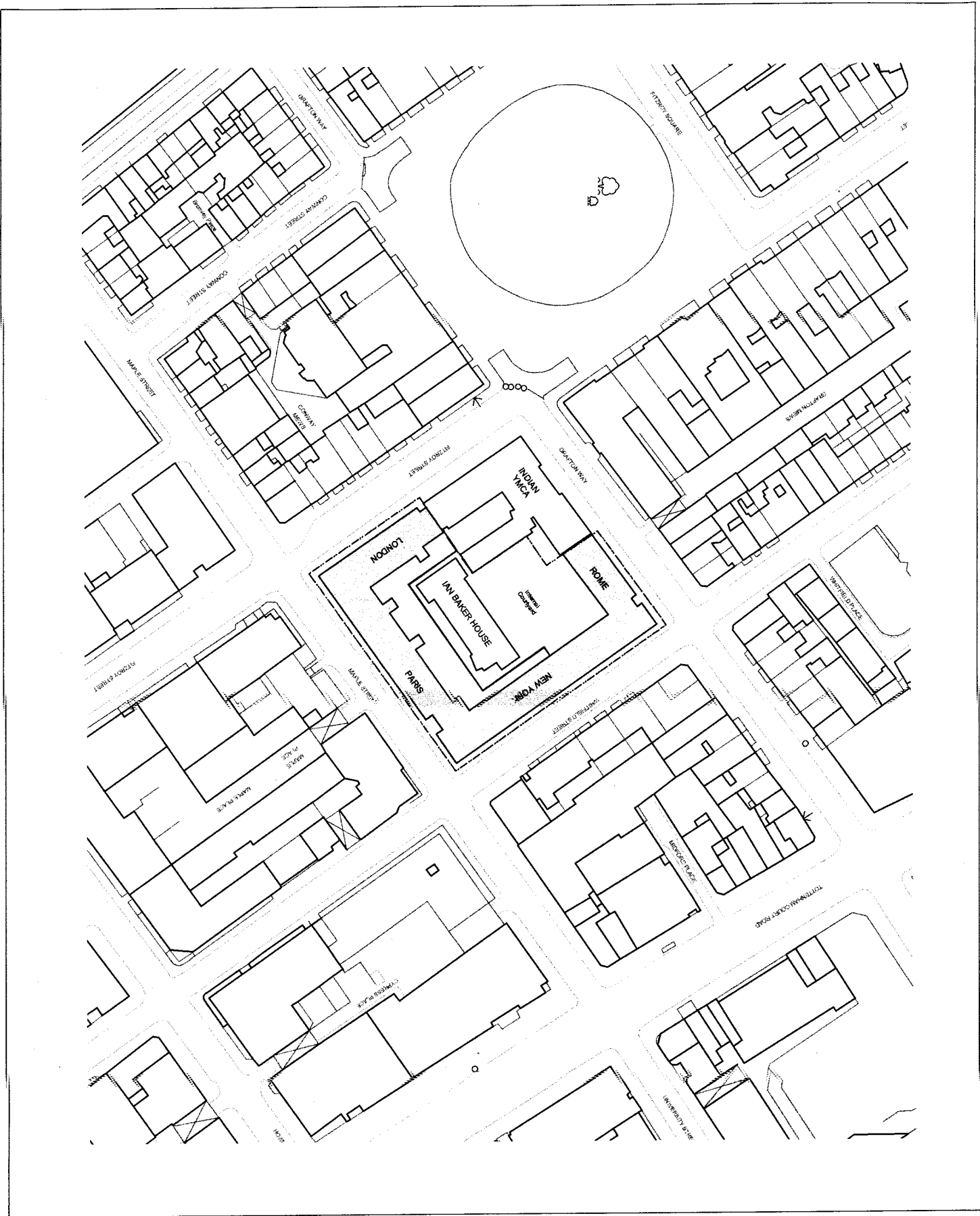
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)


..... R. Alexander

Authorised Signatory







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 No implied license exists. This drawing should not be used to calculate areas for the purposes of planning or other regulatory requirements. All dimensions to be checked on site by the contractor and such dimensions to be their responsibility. Any and all dimensions will remain the responsibility of the contractor. Drawing errors and omissions to be reported to the architect.

Revisions

Date	Rev	Purpose
31/07/15	A	Issued for Planning



Hawkins\Brown
 139 St John Street
 London EC1A 4JH
 020 7358 8000
 hawkinsbrown.com
 hawkinsbrown.com

Project
UCL Ramsey Hall
 Maple Street

Drawing
Proposed Site Plan

Scale	1:500 @ A1	Date	July 2015
Drawn by	EP	Checked by	EM
Job Number	HB1438	Status	Planning
Drawing No. & Revision 1438-DWG-PL-100-A			





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

Deloitte LLP
Deloitte LLP
Athene Place
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Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

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

Application Ref: **2015/4618/P**

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:
**Ramsay Hall
20 Maple Street
London
W1T 5HB**

DECISION

Proposal:

Roof extension to Rome block, external alterations associated with remodelling of 5th floor including alterations to elevations and plant, the creation of a rear glazed walkway extension and infill at ground level, relocation of main entrance, elevational alterations and associated refurbishment works for student accommodation (Sui Generis).

Drawing Nos: 1438_DWG_PL_000 Rev B, 1438_DWG_PL_001 Rev A, 1438_DWG_PL_002 Rev A, 1438_DWG_PL_003 Rev A, 1438_DWG_PL_004 Rev A, 1438_DWG_PL_005 Rev A, 1438_DWG_PL_006 Rev A, 1438_DWG_PL_020 Rev A, 1438_DWG_PL_021 Rev A, 1438_DWG_PL_022 Rev A, 1438_DWG_PL_023 Rev A, 1438_DWG_PL_030 Rev A, 1438_DWG_PL_031 Rev A, 1438_DWG_PL_032 Rev A, 1438_DWG_PL_0B1 Rev A, 1438_DWG_PL_100 Rev A, 1438_DWG_PL_110 Rev A, 1438_DWG_PL_200 Rev A, 1438_DWG_PL_201 Rev A, 1438_DWG_PL_202 Rev A, 1438_DWG_PL_203 Rev A, 1438_DWG_PL_204 Rev A, 1438_DWG_PL_205 Rev A, 1438_DWG_PL_206 Rev A, 1438_DWG_PL_220 Rev A, 1438_DWG_PL_221 Rev A, 1438_DWG_PL_222 Rev A, 1438_DWG_PL_223 Rev A, 1438_DWG_PL_230 Rev A, 1438_DWG_PL_231 Rev A, 1438_DWG_PL_232 Rev A, 1438_DWG_PL_233 Rev A, 1438_DWG_PL_2B0 Rev A, 1438_DWG_PL_2B1 Rev A, 1438_DWG_PL_DAS Rev A, 15-T014 05 Rev B, Daylight and Sunlight Report by GVA dated July 2015, Plant Noise Assessment - Ramsay Hall UCL by Parsons Brinckerhoff dated February 2015, Transport Statement by Icen Projects dated August 2015 and Energy and Sustainability Statement

by Parsons Brinckerhoff dated August 2015.

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

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

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

Condition(s) and Reason(s):

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

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 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: 1438_DWG_PL_000 Rev B, 1438_DWG_PL_001 Rev A, 1438_DWG_PL_002 Rev A, 1438_DWG_PL_003 Rev A, 1438_DWG_PL_004 Rev A, 1438_DWG_PL_005 Rev A, 1438_DWG_PL_006 Rev A, 1438_DWG_PL_020 Rev A, 1438_DWG_PL_021 Rev A, 1438_DWG_PL_022 Rev A, 1438_DWG_PL_023 Rev A, 1438_DWG_PL_030 Rev A, 1438_DWG_PL_031 Rev A, 1438_DWG_PL_032 Rev A, 1438_DWG_PL_0B1 Rev A, 1438_DWG_PL_100 Rev A, 1438_DWG_PL_110 Rev A, 1438_DWG_PL_200 Rev A, 1438_DWG_PL_201 Rev A, 1438_DWG_PL_202 Rev A, 1438_DWG_PL_203 Rev A, 1438_DWG_PL_204 Rev A, 1438_DWG_PL_205 Rev A, 1438_DWG_PL_206 Rev A, 1438_DWG_PL_220 Rev A, 1438_DWG_PL_221 Rev A, 1438_DWG_PL_222 Rev A, 1438_DWG_PL_223 Rev A, 1438_DWG_PL_230 Rev A, 1438_DWG_PL_231 Rev A, 1438_DWG_PL_232 Rev A, 1438_DWG_PL_233 Rev A, 1438_DWG_PL_2B0 Rev A, 1438_DWG_PL_2B1 Rev A, 1438_DWG_PL_DAS Rev A, 15-T014 05 Rev B, Daylight and Sunlight Report by GVA dated July 2015, Plant Noise Assessment - Ramsay Hall UCL by Parsons Brinckerhoff dated February 2015, Transport Statement by Icen Projects dated August 2015 and Energy and Sustainability Statement by Parsons Brinckerhoff dated

August 2015.

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

- 4 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, with the exception of the courtyard elevations without the prior approval in writing of the local planning authority.

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

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

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

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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

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

- 6 No loading or unloading of goods, including fuel, by vehicles arriving at or departing from the premises shall be carried out otherwise than within the curtilage of the building.

Reason: To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Before the development commences, details of secure and covered cycle storage area for 32 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

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

- 8 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.

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

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting permission.

The proposed roof extension to the Rome block is considered to be a modest addition to part of the roof of the host building and would be acceptable in terms of scale and siting. The roof extension would be set behind a parapet wall to the Grafton Way elevation with a sloped mansard style to the courtyard elevation. The windows within the extension would relate to those in the elevations below. The roof extension is considered to have been sensitively thought out to preserve and

enhance the character and appearance of the Fitzroy Square Conservation Area and would not harm the setting of the neighbouring listed buildings.

It is proposed to have a glazed link to the internal courtyard area to improve connectivity across all of the blocks within the site. The link would contain a series of lounge and informal areas and would hold a green sedum roof. This is considered to be a suitable addition to the courtyard area which would not harm the integrity of the parent building. Given its location it would not harm the character and appearance of the conservation area.

The proposed new entrance to the corner of Maple Street and Whitfield Street would respect the integrity of the parent building and is considered to be a relatively modest alteration to these elevations. The proposed works would provide a clear entrance to the building, defining its character within the surrounding area.

The proposed alterations to the elevations include re-facading the 1st-4th floors and the works at 5th floor level. The works at 5th floor level would include a small extension to the stair core and footprint of the roof level and the removal of redundant plant and unused structures at roof level which are visible from the street. In replacement of the redundant plant it is proposed to install 2 heat recovery units and a dry cooler together with extract fans at roof level. To the roof of the 5th floor it proposed to erect a new hand rail which would be set in 3.2m from the main façade of the building. The proposed works are considered acceptable improvements to the building's façade which would improve the facades of the building and preserve and enhance the character and appearance of the conservation area.

The landscaping works to the courtyard area are a welcomed alteration which would improve the usability of the space for future students and would enhance the character of the courtyard area.

With regard to transport impact, there would be a reduction in the width of the crossover on Whitfield Street which would still provide for a vehicle to enter the site. Given the nature of the works, there would be a Construction Management Plan secured via Section 106 legal agreement together with a highways contribution to mitigate the impact of the development on the adjoining highway. There are 32 existing cycle spaces, these are to be relocated and improved in accordance with CPG7, details of which are to be secured via condition. All servicing of the building would happen within the site, details of which would be secured via condition.

Due to the nature of the development it would not impact on neighbour amenity in terms of daylight, sunlight, outlook or privacy. With regard to noise, the applicant has provided a noise assessment to establish the existing background noise levels. The plant that will be used at the application site will not exceed 5dB below the minimum external background noise at the nearest noise sensitive receptors. Therefore the proposed plant would not cause harm to neighbour amenity. The development would improve the sustainability of the building which currently operates with very poor energy efficiency. The applicant has undertaken a BREEAM pre-assessment which demonstrates the building will meet Excellent, this is a welcomed improvement in terms of sustainability.

- 2 No objections were received prior to making this decision, one letter of support has been received. The site's planning history and relevant appeal decisions were taken into account when coming to this decision.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies CS3, CS5, CS6, CS9, CS10, CS11, CS13 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP9, DP16, DP17, DP18, DP20, DP21, DP22, DP24, DP25, DP26 and DP29 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.16, 5.2, 5.3, 5.7, 5.11, 6.9, 6.13, 7.4, 7.6, 7.8, 7.15, and 7.19 of the London Plan 2011, and paragraphs 14, 17, 29, 30, 32, 35, 56-66, 69, 70, 93, 95, 97, 109, 117, 123, and 126-141 of the National Planning Policy Framework.

- 3 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).
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's 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.
- 5 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

DRAFT

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

Yours faithfully

Culture and Environment Directorate

DECISION



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

