
**Written Representations -
Appeal Statement in respect of Application
Ref: 2015/3605/P**

112A Great Russell Street, London, WC1B 3NP
On behalf of Criterion Capital

Appeal Statement

112A Great Russell Street, London, WC1B 3NP



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1. Introduction

- 1.1. My name is Julian Carter, I am a Planning Director at Savills and have held that role since September 2015. I started my career in 1995 and have worked in both public and private sector roles. I have worked in Central London consultancy for the last 18 years.
- 1.2. I am instructed by the Appellant, Criterion Capital, to submit an appeal against the refusal of planning permission, against officer recommendation to grant planning permission subject to a Section 106 legal agreement, issued by the London Borough of Camden (LB Camden) on 4th February 2016 (LPA Reference: 2015/3605/P) for:

“Change of use of part ground floor and basement levels -4 and -5 from Car Park (sui generis) to 166 bedroom hotel (Class C1), including alterations to openings, walls and fascia on ground floor elevations on Great Russell Street and Adeline Place.”

- 1.3. The reasons for refusal, as set out in the LPA’s Decision Notice, are as follows:
1. The applicant has failed to demonstrate that the internal design, layout and standard of air quality of the proposed development would provide an acceptable standard of accommodation and amenity for future occupants, contrary to policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's Health and Well-being) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP32 (Air quality and Camden's Clear Zone) of the London Borough of Camden Local Development Framework Development Policies.
 2. The proposed development, by reason of the increased activity associated with the hotel operation and the environment resulting from the vents on Adeline Place, would have an unacceptable impact on local residential and pedestrian amenity, contrary to policies CS5 (Managing the impact of growth and development) and CS7 (Promoting Camden's centres and shops) of the London Borough of Camden Local Development Framework Core Strategy and policies DP12 (Supporting strong centres and managing the impact of food, drink, entertainment and other town centre uses) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies and policy 9 (Residential amenity) of the Fitzrovia Area Action Plan.

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1.4. Policies CS5, CS7, CS16, DP12, DP26, DP32 and policy 9 of the Fitzrovia Area Action Plan referenced in the reasons for refusal are broad based policies which rely on professional judgement based on an assessment of the merits of the case. Our judgement, and that of the officer, is that the proposals do not provide an unacceptable standard of accommodation and amenity for occupiers and will not have an unacceptable impact on local residential and pedestrian amenity and therefore meet the requirements of the stated policies. On the contrary, it is our position that Essential Service Hotels (ESH) such as that proposed trade successfully throughout London, helping to diversify the range of accommodation on the market. The requirement for plant is not dissimilar to that which might be associated with many a Central Activity Zone (CAZ) use.

Grounds of appeal

1.5. This appeal statement constitutes the Appellant's grounds of appeal and case. It is my view that this scheme is consistent with the policies of LB Camden's Development Plan and that there are no material considerations that would warrant a refusal of planning permission.

1.6. On the contrary, it is my view that not only is the scheme consistent with the policies of the Development Plan, but that it will also bring forward planning benefits in accordance with National Guidance set out in the National Planning Practice Guidance (NPPG) around sustainable development and growth.

1.7. My assessment is consistent with the assessment set out in the officer's report, and it is my view that the matters raised by members at committee which consider matters of detail rather than matters of principle and that form the substance of the reasons for refusal were clearly addressed in the officer's report and considered to be appropriate.

1.8. Notwithstanding the above, I will demonstrate in this statement:

- The particular role of 'Essential Service Hotels' in a diverse visitor economy
- The fit between the scheme and the policies of the Development Plan
- That the standard of accommodation and amenity for guests of the hotel is acceptable in the context of internal design, layout and air quality
- That the scale of the proposed development will not have an unacceptable impact on local residents and pedestrian amenity by reason of increased activity from the use or from the proposed vents
- That the scheme will bring about a series of planning benefits in the context of the Government's agenda to deliver 'sustainable development'

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1.9. This statement is set out under the following sections:

- Section 2 (Background)
- Section 3 (Site and surroundings)
- Section 4 (Matters not in Dispute)
- Section 5 (Planning Considerations)
- Section 6 (Conclusion)

2. Background

Appellant

- 2.1. The Appellant, Criterion Capital, a central London investor. They have land interests around central London. These sites include a series of Private Rented Sector (PRS) sites where Criterion Capital have been at the forefront of the development of this critical sector. Criterion Capital also have high profile sites such as the Trocadero in Westminster where they are currently building out and delivering a planning permission for an ESH under the 'LDN' hotel brand, which aims to combine value for money with a design led experience.

Site

- 2.2. The site comprises a substantial post-war building which occupies an entire street block. It is bounded to the south by Great Russell Street, to the north by Bedford Avenue, to the east by Adeline Place and to the west by Tottenham Court Road. Both the building and its location are undoubtedly 'central' in character.
- 2.3. This appeal relates to part of the ground floor and basement levels -4 and -5 of the building. Basement levels -4 and -5 are currently used as a car park providing 140 off-street car parking spaces. The pedestrian entrance to the car park is located on Great Russell Street and the vehicle entrance is located on Adeline Place.
- 2.4. The street block is currently occupied by a variety of uses including the YMCA and the St Giles hotel as well as a casino and variety of retail and cafe uses. These uses are consistent with the central location of the site in the heart of the capital.
- 2.5. The south facing Great Russell Street frontage contains the pedestrian entrance to the existing car park, the entrance to the YMCA, the VQ restaurant and barber shop. The east facing Adeline Place frontage contains the vehicle entrance and exit to the multi-storey car park. The entrance and exit to the car park are operated in a one way system. The north facing Bedford Avenue frontage contains the entrance to the St Giles hotel. The west facing Tottenham Court Road frontage currently contains the entrance to the St Giles Casino, a betting shop, a retail unit and a cafe.

Proposals

- 2.6. The proposed LDN ESH at Great Russell Street highlights the Appellant's commitment to the LDN brand, as Criterion Capital have already invested in LDN ESH developments at the Trocadero in Piccadilly where 527 rooms have been consented, and in Greenwich where 115 rooms have been consented.
- 2.7. The proposals seek to remove the existing car park at levels -4 and -5 to deliver 166 hotel rooms, and can therefore be expected to reduce vehicle movements in the immediate vicinity of the site.

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- 2.8. The proposals will locate the pedestrian entrance to the LDN ESH on Great Russell Street towards the western end nearer to Tottenham Court Road and further from the closest residential properties than the existing access to the basement car park. This will benefit the surrounding area as the main likely source of activity will be located in the south west corner of the street block.
- 2.9. At ground floor level there will be a concierge desk and lift and stair access to the check in and communal area. These, together with the hotel rooms, will be located at levels -4 and -5. A concierge will be located at ground floor level to manage the arrival and departure of guests.
- 2.10. The proposals will remove the vehicles cross-overs from the existing car park entrance and exit on Adeline Place. A service entrance for the proposed hotel will be created on Adeline Place, but the operation of the hotel is not likely to require significant servicing, as no associated restaurant or entertainment uses are proposed. The servicing is proposed to take place from the kerbside and is likely to only include laundry and potentially supplies for a vending machine. Staff cycle parking and refuse storage will also be accessible from Adeline Place. This facade of the building will also contain the air intake and air vents.
- 2.11. An escape stair for the proposed hotel will arrive at street level on Bedford Avenue, but no significant changes are proposed to this street frontage.
- 2.12. The proposals do not seek any changes to the Tottenham Court Road frontage.

London's Growth

- 2.13. Projections from City Hall expect the population of London to grow to 11 million by 2050 from the current level of 8.6 million. Accommodating this level of growth relies on an ability to house, transport, support and employ people who choose to make London their home. Government and the London Mayor have long recognised the need to plan for this growth and a 'golden thread' of sustainable development runs through Development Plan Policy. Two keys to succeeding are the need to stimulate economic growth and the need to make optimum use of scarce land. This proposal does both.

London as a Visitor Capital

- 2.14. One dimension of London's success, stability and prosperity in this regard is that the city is one of the 'must visit' international destinations of choice. It is a global phenomenon and the London Plan Central Activities Zone Supplementary Planning Guidance (March 2016) states that London is one of the most popular tourist destinations in the world, attracting around 17 million international visitors a year, together with a further 12 million domestic visitors generating a visitor spend into the London economy of £14 billion. For this spend to be sustainable, London must continue to develop its offer to meet the needs, desires and budgets of the visitors with a commensurate investment in visitor amenities.
- 2.15. National planning guidance and the planning policies in LB Camden's Development Plan are supportive of this growth, and call for the potential of scarce highly accessible brownfield land in the heart of the capital to be optimised. The appeal site is a highly accessible brownfield site in the heart of the capital.

2.16. Indeed, we note that in overturning their officer's recommendation, LB Camden Members do not raise issue with the principle of growth and redevelopment in this location and the officer's report acknowledges that Policy CS1 (Distribution of Growth) supports growth and seeks to promote a concentration of development in the Tottenham Court Growth Area and in other highly accessible locations. Policy CS8 (Promoting a successful and inclusive Camden economy) notes the importance of securing a strong economy in Camden. Members reasons for refusal do not challenge the principle of the development in strategic terms but focus on matter of detail design and execution.

2.17. The officer's report concludes that *"overall, it is considered that the application site is in a good and accessible location that would provide much needed hotel accommodation to improve London's tourism and business offer, subject to considerations of the matters below."* This is not disputed in the reasons for refusal.

London's Need for Visitor Infrastructure

2.18. The London Plan Policy 4.5 (London's Visitor Infrastructure) identifies a need for 40,000 hotel rooms in the capital by 2036 to further encourage local, national and global visitors, and directs them towards the CAZ, both in opportunity areas within the CAZ and in CAZ fringe locations with good public transport. The London Plan Central Activities Zone Supplementary Planning Guidance published in March 2016 includes *'tourism facilities including hotels and conference centres'* in the indicative list of CAZ strategic functions. Again the officer's report acknowledges that Policy CS9 (Achieving a successful Central London) states that LB Camden supports future growth in hotels to help achieve a successful Central London economy, and Policy DP14 (Tourism Development and Visitor Accommodation) seeks to support tourism development and visitor accommodation and expects that new, large-scale tourism development and accommodation to be located in Central London, where the subject site is situated.

2.19. Savills World Research publication *UK Hotel Investment Q4 2015* (Appendix 1) notes that there is a lack of good quality stock in the market, and that there are particular availability constraints in London. As a result, institutions are looking to 'new' brands and concepts in hospitality space in order to fulfil demand. Tourist arrivals from Europe remain robust, but travel budgets are potentially under downward pressure, and with accommodation typically accounting for the bulk of a travel budget, this may feed positively into demand for a relatively competitive product within the hotel market as visitors look for improved value.

2.20. Arguably, to further encourage local, national and global visitors, not only does the London hotel market need to have adequate capacity, it also needs to offer sufficient diversity to attract and meet the needs of visitors a variety of budgets and with different needs from their accommodation.

2.21. The officer's report concludes that *"overall it is considered that [the appeal site] is an appropriate location for a new hotel use, subject to transport and amenity considerations as assessed below."*

2.22. It is expected that the proposed LDN ESH which is the subject of this appeal would provide a competitively priced product combining high quality design with sufficient service, and would contribute to providing a choice for visitors to London seeking greater affordability. Without sacrificing the convenience of a central location.

Essential Service Hotels (ESH)

- 2.23. The hotel market is a fast moving market. ESH style visitor accommodation have been mainstream in countries such as Japan and America for a number of years and are now being introduced to London and the UK. Trading examples of hotel rooms without windows within London include the hub by Premier Inn hotel at St Martins Lane in Covent Garden, and rooms in the Z Hotels across London in Soho, Piccadilly, Victoria and Shoreditch. Planning permission has also been granted for an 'essential service' hotel development at the Trocadero in Piccadilly Circus (Westminster) and the Tune Hotel at 13-15 Folgate Street (Tower Hamlets). Outside of the capital, there is a NiteNite ESH operating in Birmingham.
- 2.24. 'Essential service' hotels are typically windowless and offer a deliberately compact yet high quality guest space with private bathroom suitable for short stay use. The 'LDN' hotel brand which is likely to occupy the appeal site offers a new simplicity to the market, combining sufficient comfort with contemporary design and value for money. 'Essential service' hotels are attractive to short stay guests because they offer affordable and central accommodation for tourists and visitors alike. They also make efficient use of deep space unsuited to long stay uses. They represent one offer within a very diverse marketplace, and to attract trade and ensure that they are competitive in the market, 'essential service' hotels are invariably of a high quality of design and fit out. Typical imagery of the style of the proposed LDN 'essential service' hotel rooms are included at Appendix 2.
- 2.25. So in summary, London needs to build more visitor infrastructure as part of its strategy to be a sustainable city. Planning Policy encourages infrastructure to be provided centrally and for best use to be made of land. The needs of visitors are diverse and the visitor accommodation must need to reflect this. ESH are a growing component of this offer. The delivery of additional hotel rooms is therefore a planning benefit in its own right.

3. Site and Surroundings

Site Specific Designations

- 3.1. The site sits in Central London and is allocated within the CAZ as defined by the London Plan, and on the edge of the Tottenham Court Road Growth Area which lies to the south of the site along Great Russell Street. The CAZ is identified in the London Plan as a suitable location for new visitor accommodation, and the Tottenham Court Road Growth Area encourages a mix of uses.
- 3.2. It also lies within the boundary of the Fitzrovia Area Action Plan boundary. The Fitzrovia Area Action Plan promotes a balance of uses in the area and seeks to maximise the benefits of growth for the area.
- 3.3. The existing building is not located within a Conservation Area, but the Bloomsbury Conservation Area lies to the south along Great Russell Street, to the east along Adeline Place and to the north along Bedford Avenue. The site is not statutorily or locally listed.
- 3.4. The site has a Public Transport Accessibility Level (PTAL) of 6b, which is the highest possible score and indicates an excellent level of accessibility.

Character of Surrounding Streets

- 3.5. As noted in the previous section in paragraphs 2.2 to 2.8, the appeal site is bound by Great Russell Street, Adeline Place, Bedford Avenue and Tottenham Court Road. The character of these surrounding streets is outlined below.

Great Russell Street

- 3.6. Great Russell Street contains a number of small retail and cafe units, the Barbados High Commission, and the stage door of the Dominion theatre. This street is busy with pedestrians and vehicles, and connects directly onto Tottenham Court Road which is a Central London Frontage.

Adeline Place

- 3.7. Adeline Place currently contains the separate vehicle entrance and exit to the existing multi-storey car park. There are vehicle cross-overs on the pavement which introduce conflict with pedestrian movement. The street is moderately heavily trafficked and is well used during the day and night. The current car park use presents a high risk of crime, and in their consultation response the Metropolitan Police comment that closing the voids currently presented by the existing car park entrance and exit would contribute to reducing the likelihood of crime in the area, and would be a positive change for Adeline Place.

Bedford Avenue

- 3.8. Bedford Avenue contains the entrance to the St Giles hotel. The street has pedestrian and vehicle movement, but is not as busy as Great Russell Street, as there are residential dwellings located on the opposite side of the road in Bedford Court Mansions.

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Tottenham Court Road

- 3.9. Tottenham Court Road is a strategic arterial route and contains a variety of retail, cafe and bank units above which are located large floor plate commercial premises.

4. Matters Not In Dispute

- 4.1. The following elements of the proposed development were considered to be acceptable and as such are not considered to be in dispute as part of this appeal:
- New hotel use (Members do not challenge this in their reasons for refusal);
 - Loss of Public Car Park (Members do not challenge this in their reasons for refusal);
 - Standard of accommodation: ceiling heights (Members do not challenge this in their reasons for refusal);
 - Standard of accommodation: accessibility, building control and fire safety (Members do not challenge this in their reasons for refusal);
 - Cycle Parking (Members do not challenge this in their reasons for refusal);
 - Sustainability (Members do not challenge this in their reasons for refusal).
- 4.2. The principle of a new hotel use in this location was considered appropriate in the officer's report. The officer's report concludes that *"the hotel would contribute to a successful and vibrant centre with a new use that adds to the variety of central London accommodation choices and supports the continued growth of the sector and related employment."*
- 4.3. The loss of the existing public car park was not disputed in the officer's report as it was not considered to be contrary to Policy CS7 or CS8. Indeed, we continue to promote a choice of means of transport and the removal of a facility that encourages people to choose to use private cars is broadly consistent with national policy objectives.
- 4.4. The officer's report stated that the *"intensification of activity on the site, within existing floorspace, does not constitute overdevelopment."* Whilst members reserve their opinion on the impact of increased activity upon local residents and pedestrians (a point we address later), members do not suggest that the scheme represents an overdevelopment of the site per se.
- 4.5. The officer's report concludes that the proposal *"would not unacceptably impact safety, security, illegal drug use/sale or other crime in the area"* and is considered acceptable in terms of policies CS5, CS17, DP14 and DP26.
- 4.6. The floor to ceiling heights of the proposed development were considered to be acceptable by the officer's report.
- 4.7. The officer's report considered that fire safety provisions would be acceptable at the planning stage.
- 4.8. The cycle parking provision is considered acceptable for the specific circumstances of the site.
- 4.9. In terms of sustainability, the proposal is considered to comply with Policies CS13, DP22 and DP23.

5. Planning Considerations

5.1. The Council's reasons for refusal identify three areas of concern, the first relating broadly to the quality of the accommodation; the second relating to the impact of the scheme on local residential and pedestrian amenity; and the third relating to a series of issues which LB Camden accepts could be addressed through an appropriate s.106 agreement. It is noted that when previously put to committee, these reasons were not cited and that the scheme before the Council had been specifically designed to address and overcome previous technical reasons for refusal as the committee report makes clear.

5.2. The Decision Notice relies on policies CS5, CS7, CS16, DP12, DP26, DP32 and policy 9 of the Fitzrovia Area Action Plan to support this conclusion.

5.3. Taking matters in reverse order;

Reasons 3-12 for Refusal

5.4. In relation to reasons for refusal 3 to 12, a draft Section 106 agreement was submitted with the application which was ready to sign if the application had been approved. The Appellant are still happy to sign this S106 and enter into a legal agreement with LB Camden, but we also include a signed Unilateral Undertaking at Appendix 3 which addresses reasons 3 to 12 for refusal.

Reason 2 for Refusal

5.5. Reason for refusal 2 relates to impact on local residential and pedestrian amenity by virtue of the hotel operation and venting on Adeline Place.

5.6. Reason for refusal 2 states:

“The proposed development, by reason of the increased activity associated with the hotel operation and the environment resulting from the vents on Adeline Place, would have an unacceptable impact on local residential and pedestrian amenity, contrary to policies CS5 (Managing the impact of growth and development) and CS7 (Promoting Camden's centres and shops) of the London Borough of Camden Local Development Framework Core Strategy and policies DP12 (Supporting strong centres and managing the impact of food, drink, entertainment and other town centre uses) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies and policy 9 (Residential amenity) of the Fitzrovia Area Action Plan.”

5.7. Policies CS5, CS7 of the Core Strategy, DP12 and DP26 of the Development Policies document and Policy 9 of the Fitzrovia AAP are identified. The full policy wording of these policies are included at Appendix 4.

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5.8. It is my view that the proposed development will not create an unacceptable impact on local residential and pedestrian amenity. The officer's report found that *"the impact of the proposals on local residential amenity and the transport network can be mitigated, through a combination of the design and layout of the proposals with the entrance located on Great Russell St, and the use of the Hotel and Servicing Management plans."*

5.9. In order to come to this conclusion, I consider the reasons for refusal strand by strand, namely: the impact on local residents of hotel operation, the impact on pedestrians of hotel operation, the impact on local residents of venting, and the impact on pedestrians of venting. I address each of these issues in turn:

Issue 1: Impact on local residents of hotel operation

5.10. The proposed pedestrian entrance for the hotel is located at ground floor level on Great Russell Street and comprises a fully staffed concierge area with lift and stair access to the hotel which is proposed at level -4 and -5. The role of the concierge is to provide security and manage the arrival of guests and direct them to the check in and communal area at levels -4 and -5, and to manage the departure of guests by directing towards their intended attraction in London. However arranged, any hotel use in central London can be expected to have an entrance or exit at grade and to conclude that such a component of the offer is unacceptable on amenity grounds would be to suggest that the principle of a hotel use may be unacceptable in or immediately adjacent to the CAZ. This is clearly not the case.

5.11. The reception and common area is located over both levels -4 and -5 and will provide check in facilities, communal seating areas and internet stations.

5.12. While a concierge will be located at ground floor level 24 hours a day, guests at the hotel are not expected to remain at ground floor street level for a significant length of time, as the check in and communal area is located within the hotel at levels -4 and -5 and the concierge will direct people to these levels at arrival. Application plans can be found in the appeal submission documents.

5.13. Similarly, guests leaving the hotel are not expected to dwell as it is expected that they will wait for colleagues in the comfort of the reception and once at grade they will want to explore the capital and travel to their intended attraction.

5.14. Whilst it has been suggested that guests may leave the building to smoke, this is no different from any other London building. Since the UK Government made it illegal to smoke in an enclosed public place or within the workplace in July 2007, any hotel use, including that already operating on this site, could result in the potential for smokers to congregate outside the entrance. The concierge present in the reception area will be able to disperse people if they gather outside the hotel entrance on the pavement, and encourage guests to exit towards Tottenham Court Road, which is a Central London Frontage and a busy retail area. This protocol will be defined within the Hotel Management Plan. As a result, the impact on local residents caused by guests entering and exiting the hotel is not considered to cause disturbance as the guests will primarily be located inside the building within the basement levels.

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- 5.15. Hotels, particularly without a bar or restaurant, are not normally considered likely to result in amenity impacts over and above any other Central London use. The site is located in the CAZ and it is therefore considered reasonable for hotel uses, with any associated noise from patrons, to operate in the area. As there is no entertainment space within the hotel, drunk or disorderly behaviour is not expected to originate from the hotel.
- 5.16. The draft Hotel Servicing Management Plan submitted as part of the original planning application provides further detail on measures which will minimise the impact of the development on nearby properties. These include delivery and servicing plan times and an antisocial behaviour strategy. The officer's report states that the proposal would not *"give rise to significant harm to local amenity, due to the mitigation and control measures set out in the Hotel Management Plan."* The Hotel Management Plan was drafted to specifically address residents' concerns and can be found in the supporting documents to this appeal. The Metropolitan Police note that closing the voids currently presented by the existing car park entrance and exit would be a positive for Adeline Place and contribute to reducing the likelihood of crime in the area.
- 5.17. There will be no vehicular entrance to the proposed hotel. There will not be a dedicated taxi or coach drop off area proposed, however as the pedestrian entrance is located on Great Russell Street it is likely that any drop off vehicles will stop in this location. As a result, any noise from taxis dropping or collecting guests would be focused on the proposed Great Russell Street entrance near Tottenham Court Road, and this is therefore not likely to create a negative impact on surrounding residents to the north and east of the site. The hotel will not be marketed to coach parties and as such is it not predicted that there will be significant need for a coach drop off area. Whilst not an issue raised by members, in the very unlikely event that a coach party arrives at the hotel, there is coach parking on Montague Place which is situated to the north east of Bedford Square and is approximately a 4 minute walk from the site.
- 5.18. There are not considered to be any issues relating to loss of local residential privacy due to the subterranean, windowless nature of the proposed hotel.
- 5.19. For the reasons set out above, it is therefore considered that the impact of the hotel operation on local residents will be negligible and that the removal of the car park is likely on balance to improve the area.

Issue 2: Impact on pedestrians of hotel operation

- 5.20. The principle of the loss of the existing car park is considered acceptable by LB Camden, and the officer's report considers that the proposals will *"contribute to creating a more pleasant area for those who chose more sustainable modes of travel."*
- 5.21. The removal of the car park will reduce the vehicle movement along Adeline Place, which will improve the air quality, provide a safer walking environment (following removal of the vehicle crossover), and reduce noise levels in the area. The site has a PTAL of 6b which is the highest rating and indicates an excellent level of accessibility to public transport, and reduces the need for car travel.

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- 5.22. According to NCP there are 140 spaces and the average daily occupancy of the car park is 57% or approximately 80 vehicles per day. The Transport Statement submitted with the original application states that on a typical day the hotel would generate one servicing movement, and the maximum number of daily servicing trips to the site is at most predicted to be three visits. The proposals would therefore generate significantly fewer vehicle movements from the site than the existing circumstances, which would reduce the negative impact on pedestrians arising from existing vehicle movements.
- 5.23. As such, it is considered that the proposals would create a positive impact on pedestrians in the immediate vicinity.

Issue 3: Impact on local residents of venting

- 5.24. The air intake for the ventilation system will be located at ground floor level on the Adeline Place facade. The vents extracting air from inside the building are also located on the Adeline Place facade, on the service ramp. Exhaust fans will be located at the top of the service ramp to provide a negative pressure on the ramp and extract/discharge the air to atmosphere. These occupy a small proportion of the frontage. The proposed absence of kitchen facilities on site would remove any potential negative impact on local residents caused by cooking odours or noise from deliveries.
- 5.25. The velocity associated with the flow rate of the exhaust air from the outdoor units will be in the order of 3m/s – 5 m/s at the point of discharge from the louvres. This equates to a “light to gentle breeze” on the Beaufort Scale.
- 5.26. The discharge air temperature from the outdoor units providing hot water and/or cooling will vary according to the capacity required at the time and the ambient temperature. For the hot water generation the temperature will be approximately 10°C to 15°C below the ambient temperature. For the cooling units, which will only run for the summer months to adjust the outdoor temperature to the required fresh air supply temperature, the discharge temperature will be 10°C to 12°C above ambient.
- 5.27. It is therefore considered that any impact of venting on local residents will be negligible.

Issue 4: Impact on pedestrians of venting

- 5.28. As detailed under issue 3, it is considered that neither the velocity associated with the flow rate nor the temperature associated with the ventilation exhaust air is likely to result in a reduction in the amenity of pedestrians passing the service ramp.
- 5.29. As such, it is considered that any impact on pedestrians of venting would be negligible.

Summary

- 5.30. In summary, following officer recommendation to grant approval, members resolved to refuse the application, citing Policies CS5, CS7, DP12, DP26 and policy 9 of the Fitzrovia AAP.

5.31. As seen from the above, CS5 would only constitute a reason for refusal if the amenity of Camden's residents and those working in and visiting the Borough was not protected. That is not the case. CS7 would only apply if the development was not of an appropriate scale and character. That is not the case. DP12 would only apply if the development caused harm to the character, function and vitality and viability of the local area or amenity of neighbours. That is not the case. DP26 would only apply if development caused harm to amenity. That is not the case. Policy 9 of the Fitzrovia AAP would only apply if the development did not provide a good standard of amenity for all existing and future occupants of the land and surrounding residents. That is not the case.

5.32. As demonstrated above, the proposals meet the requirements of these policies, and are considered to not result in an unacceptable impact on local residential or pedestrian amenity.

Reason 1 for Refusal:

5.33. Turning next to the first reason for refusal, this relates to the quality of the accommodation. Specifically it critiques the internal design, layout and standard of air quality and advises that these will not provide an acceptable standard of accommodation or amenity for occupiers.

5.34. The first reason for refusal states:

“The applicant has failed to demonstrate that the internal design, layout and standard of air quality of the proposed development would provide an acceptable standard of accommodation and amenity for future occupants, contrary to policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's Health and Well-being) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP32 (Air quality and Camden's Clear Zone) of the London Borough of Camden Local Development Framework Development Policies.”

5.35. The reason for refusal relies upon policies CS5 and CS16 of the Core Strategy and DP26 and DP32 of the Development Policies Document. The full policy wording for these policies is included in Appendix 4.

5.36. I consider the six issues which form the first reason for refusal in turn:

Issue 1: Failure of the internal design to provide an acceptable standard of accommodation

5.37. Camden's Development Plan policy does not seek to control the internal fit out of hotels, and the internal fit out is not considered to be a planning matter. However, the proposed rooms have been designed to respond to the demand currently presented by the London hotel market, and are comparable with the market offer from other ESH style hotel rooms that have been granted permission in Camden and the wider London area. Imagery of the style of the internal fit out of the proposed rooms is included in Appendix 2, and the LDN 'essential service' hotel brand will deliver high quality.

- 5.38. As noted earlier, ESH rooms have a bed, a shower and space to hang clothes. They are mechanically ventilated. They do not have a window but they do have a vision screen that displays digital images. Indeed the only differentiator between the rooms proposed at the appeal site and other similar offers is their location below ground (albeit other hotels include some basement accommodation including the Tune Hotel, Folgate Street). This does not influence the ability of an ESH style room to provide an acceptable standard of accommodation, and the proposed rooms have been designed to a high standard to cater for the discerning traveller at the budget end of the hotel market.
- 5.39. It is considered that the provision of a LDN 'essential service' hotel in this location will make a significant contribution to the diversity of choice and affordability of visitor accommodation which London can offer, and that the internal design will provide a high quality standard of accommodation.

Issue 2: Failure of layout to provide an acceptable standard of accommodation

- 5.40. The proposed floor plans contain a series of elements including bedrooms, corridors, circulation spaces, the lift core and reception area.
- 5.41. Figure 1 provides a comparison of the size and layout of a number of hotel rooms which cater for the budget end of the market. Yotel rooms are in operation at London Heathrow and London Gatwick airports. The room sizes for the proposed hotel are broadly comparable with those shown in Figure 1, with an average standard room size of approximately 10 sqm, and an average disabled rooms size of approximately 14 sqm. The key differences being that the proposed hotel rooms will be below ground and of high quality fit out. This arrangement will be explicitly stated in the marketing of the hotel so that prospective guests are aware of the arrangement before they choose to stay in the hotel.

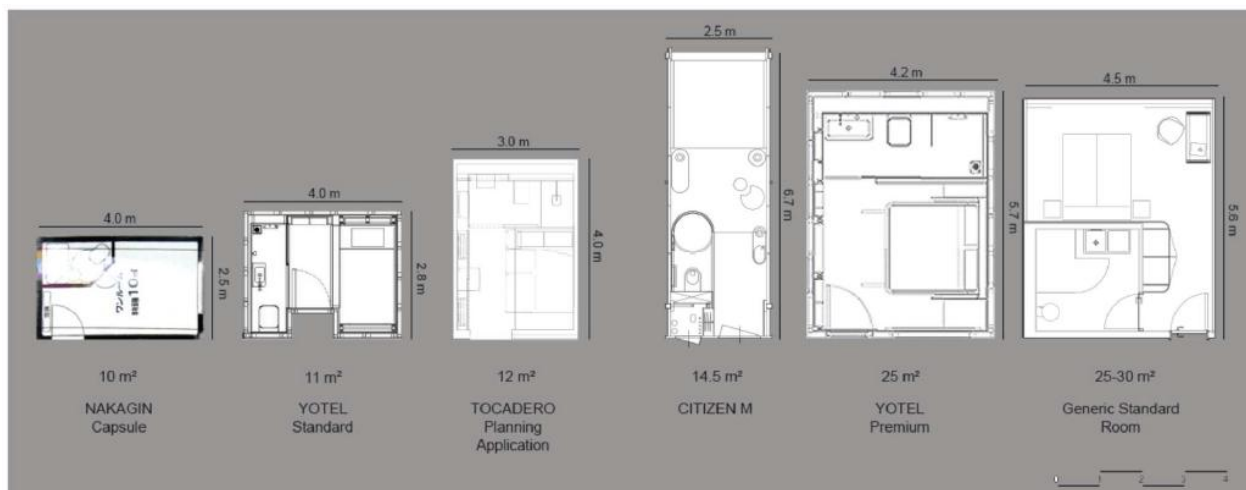


Figure 1: Budget hotel room comparison

- 5.42. Camden's Development Plan policy does not seek to control the internal layout of hotels, and this is not considered to be a planning matter. However, the layout is considered to provide a high standard of accommodation and meets the needs of a budget traveller.

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Issue 3: Failure of air quality to provide an acceptable standard of accommodation

- 5.43. The officer's report states that *"air quality of future hotel guests is fundamental to the acceptability of the proposals."* Air quality was not a reason for refusal of the previous application, but officers commented on the ability of the development to accommodate, and provide sufficient access to, existing pumping infrastructure.
- 5.44. The Appellant's air quality consultants Hoare Lea have undertaken significant work to demonstrate that the development will meet air quality targets. Floor plans have been submitted to show that all of the proposed plant equipment will be located within the building.
- 5.45. An Air Quality Assessment (AQA) prepared by Hoare Lea, and Air Quality Planning Checklist were submitted with the original submission of the planning application. The AQA recommends that a filtration NO2 scrubber is fitted to the air intake to ensure that the air is sufficiently high quality and to avoid the risk that the one hour NO2 objective may be exceeded. The AQA concludes that the proposed development will result in less traffic than the current use and an air source heat pump is proposed for the space and water heating, and as a result there will be no adverse impact on air quality in the surrounding area.
- 5.46. The location of the air intake for the ventilation system is proposed to be from the Adeline Place facade at ground level, as the air quality on this facade is likely to be higher than on other facades along busier roads. The appellant is happy to agree to the condition on the draft decision notice regarding the filtration NO2 scrubber.
- 5.47. As such, it is considered that the air quality will be sufficient to provide a high standard of accommodation.

Issue 4: Failure of the internal design to provide an acceptable standard of amenity

- 5.48. Similar ESH style rooms are successfully in operation elsewhere in London and worldwide, and the internal design of the building is not a consideration for planning policy. London Plan Policy 4.5 (London's visitor infrastructure) part C) b) states that LDFs should: *"promote high quality design of new visitor accommodation so that it may be accredited by the National Quality Assurance Scheme."*
- 5.49. The Visit England Hotel Accommodation Quality Standard sets out the entry requirements for different star ratings. These assess a broad range of design elements, against which ESH rooms score highly. Whilst windowless rooms are not generally considered acceptable, the guidance recognises that dispensations may be available. As more ESH style rooms arrive in the UK, we would expect that the rating systems would need to evolve to recognise this distinct market offer.
- 5.50. The proposed ESH rooms are high quality and will be air conditioned. Other hotel rooms without windows are operating successfully in London, with a number of further schemes consented. and hotel rooms with sealed windows are common place. The proposed amenities of the ESH as a whole have also been tuned to the needs of the budget traveller, including communal areas.
- 5.51. It is therefore considered that while the internal design of a building is not a consideration for planning policy, the proposed internal design will provide a high standard of amenity.

Issue 5: Failure of layout to provide an acceptable standard of amenity

- 5.52. There is no specific planning policy or guidance which resists hotels located in basements in terms of principle or amenity. Camden Policies DP22 and DP24 only refer to the comfort of short stay occupants.
- 5.53. The layout of the proposed LDN 'essential service' rooms are considered to provide high levels of amenity, and it will be for prospective short stay guests to decide whether they wish to stay in the hotel. The location of residential units at basement level would not be considered acceptable, but the principle of hotel use at subterranean level is considered acceptable in principle. In order to ensure that guests do not stay for long periods, officers at Camden have requested a restriction within the Hotel Management Plan restricting the maximum period of stay to 3 nights. The applicant has volunteered to agree to this limit if it is considered to be necessary.
- 5.54. It is therefore considered that the layout of the hotel is considered to provide a high standard of amenity.

Issue 6: Failure of air quality to provide an acceptable standard of amenity

- 5.55. In terms of air quality, the officer's report states that "*the proposal appears to have overcome the previous reason for refusal.*" The air intake for the ventilation system will be located on the ground floor of Adeline Place as this will provide air which is of higher quality than the other facades of the building which are located on busier roads. A filtration NO2 scrubber will be fitted to ensure that air is of sufficiently high quality for the hotel occupants.
- 5.56. In terms of noise levels, the plant is likely to be in accordance with Policy DP28. The absence of kitchen facilities on site will remove any potentially negative impact of odour, and will reduce potential noise caused by deliveries and servicing.
- 5.57. It is considered that a high standard of amenity will be provided in terms of air quality.
- 5.58. In summary, following officer recommendation to grant approval, members resolved to refuse the application, citing Policies CS5, CS16, DP26, and DP32. As demonstrated above, the proposals meet the requirements of these policies, and are not considered to provide an unacceptable standard of accommodation and amenity for future occupants in terms of internal design, layout and standard of air quality.

Summary

- 5.59. It is our conclusion that the proposals do not conflict with the identified policies of the Development Plan and this view is shared by LB Camden officers. Even in the event that there were some degree of conflict between the proposed use and the identified Development Plan Policies, we believe that this would be minor in nature and certainly outweighed by the very significant planning benefits of the scheme associated with providing a choice of high quality visitor accommodation in a central London location.

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- 5.60. As referenced above, policy CS5 would only constitute a reason for refusal if the amenity of Camden's residents and those working in and visiting the Borough was not protected. That is not the case. CS16 would only apply if the impact of poor air quality negatively impacted on health and well-being in Camden. This is not the case. DP26 would only apply if the development caused harm to amenity. That is not the case. DP32 would only apply if mitigation measures were not provided in areas of poor air quality. That is not the case.

6. Conclusion

6.1. This appeal seeks full planning permission for:

“Change of use of part ground floor and basement levels -4 and -5 from Car Park (sui generis) to 166 bedroom hotel (Class C1), including alterations to openings, walls and fascia on ground floor elevations on Great Russell Street and Adeline Place.”

6.2. The Development Plan clearly states that growth in London should be encouraged, and that the provision of hotel rooms is essential within the capital.

6.3. The appellant has identified a need in London for more affordable visitor accommodation. The proposed LDN ESH will contribute to diversity and choice of hotel provision in the capital, and cater for a market need for value for money hotel offers. The Appellant already has 642 LDN ESH rooms under construction in their consented developments in Westminster and Greenwich.

6.4. With reference to Refusal Reason 1, the proposals do not conflict with the policies of the Development Plan in terms of the standard of accommodation and amenity for future occupants in terms of the internal design, layout and standard of air quality.

6.5. With regards to Refusal Reason 2, the proposals do not conflict with the policies of the Development Plan in terms of impact on local residential or pedestrian amenity related to increased activity associated with the hotel operation and the environment resulting from the vents on Adeline Place.

6.6. A signed Unilateral Undertaking has been submitted by the appellant which deals with all other Reasons for Refusal.

6.7. All issues have been robustly considered by officers who support the scheme and recommended it for approval at Committee. Where any small areas of conflict with the proposed Development Plan are identified they are demonstrably outweighed by the considerable benefits of the scheme.

Planning Benefits

6.8. The proposed hotel will deliver a number of considerable planning benefits including:

- Provision of visitor accommodation in the CAZ
- Efficient use of brownfield land
- Improvements in air quality, noise and pedestrian environment as a result of the loss of the car park
- Delivery of hotel rooms with a high design quality
- Contribution to a diverse hotel market offering value for money visitor accommodation

6.9. On the basis of the above, the Appellant respectfully requests that this appeal is allowed.

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Appendix 1

Savills World Research UK Hotel Investment Report Q4 2015

UK Hotel Investment

Q4 2015



Hilton Newcastle Gateshead, sold on behalf of Aviva 2015

SUMMARY

- Year to date transaction volumes total £5.7bn with year end expected to reach £8.5bn, exceeding the previous 2006 peak.
- Portfolio transactions will continue to dominate going into 2016 albeit to a lesser extent than seen previously.
- This should not generate any concerns for activity levels as we expect to see further break-ups of portfolios going forward.
- Downward pressure on yields continue, exacerbated by lack of good quality stock.
- Availability constraints in London and renewed confidence in the regional hotel markets are attracting new overseas investors into the regions.
- Institutional appetite for hotels shows no signs of waning, as they look to 'new' brands and concepts to fulfill demand.

.....
 “The UK is on course for a new record year for hotel transaction volumes.”

Rob Stapleton, Hotel Transactions

→ Transaction volumes continue to rise

■ The new post recession peak recorded last year looks set to be surpassed with 2015 year end transaction volumes expected to hit £8.5bn, marginally exceeding the previous 2006 peak. Year to date volumes total £5.7bn.

■ Volumes over the first half of the year were already 76.8% up on the same period last year driven by a number of portfolio transactions. We expect activity levels will continue to increase over the final quarter of the year and could account for 30% of total 2015 volumes.

■ Regional transactions dominate UK volumes, representing 78.1% of UK activity. Portfolio deals have been driving this and we expect this to continue with c£1.6bn worth of portfolio deals expected to complete by the year end or during the early part of 2016.

■ Considering that there continues to be transactional activity between private equity houses suggests that there is still value in the platforms being traded. The key question is for how long this will continue.

■ This increase in activity is generating downward pressure on yields, which is being exacerbated by lack of good quality stock. In some cases we are seeing owners hold assets waiting for further yield compression. Across all hotel structures yields have come

in by an average of 63 basis points (bps) over the last 12 months with the greatest level of compression reported for franchise structures (see Table 1).

New overseas buyers in the regions

■ While the presence of overseas purchasers in the regions is nothing new, this year we have seen the entrance of new international investors into the regional market.

■ US private equity houses have been the dominant overseas buyer of UK hotels, accounting for 65% of regional hotel volumes to date this year. However, this is down on their 90% share of 2014 as activity by Asia Pacific and Middle Eastern investors picked up pace.

■ 2015 year to date acquisitions by Asia Pacific investors in the regions total £1bn. Key transactions include HK CTS Metropark Hotels acquisition of the Kew Green portfolio, Frasers Hospitality's purchase of the Malmaison Hotel du Vin Portfolio and CDL's recent acquisition of the Cambridge City Hotel.

■ Increased activity by overseas investors, other than those from the US, has been driven in part by availability constraints in London. Renewed confidence in the regional market helped by the improving operating landscape has also played a key role. This is highlighted by a number of country house hotel acquisitions by Asia Pacific investors this year. Last year there were none.

How 'mainstream' is hotel investment?

■ Hotel investment is increasingly being touted as mainstream due to rising activity by UK Institutions, which hit an all time high of £1.2bn last year.

■ However, in the context of wider ownership UK Institutions are not major owners even when you exclude owner-occupied stock. Examining just those hotels operated under a leasehold, management contract or franchise model, only 10.5% of hotel beds are institutionally owned.

■ The biggest barrier for entry for the UK institutions is stock availability as 80% of hotels are owner-occupied. The shift away from leased operational structures towards Management Contracts (MC) and Franchise Contracts, often with third-party management, is an additional barrier due to institutional investor preference for leased assets. For example, 93.2% of institutionally owned hotels are leasehold.

■ Despite these barriers, institutional appetite for hotels shows no signs of waning particularly in the face of continued inflows into UK institutional funds. As a result we have seen institutions look to 'new' brands and concepts in the hospitality space in order to fulfill demand. A recent example of this has been the acquisition of a number of serviced apartment/apart-hotel blocks. This is covered in more detail in the section on page 3.

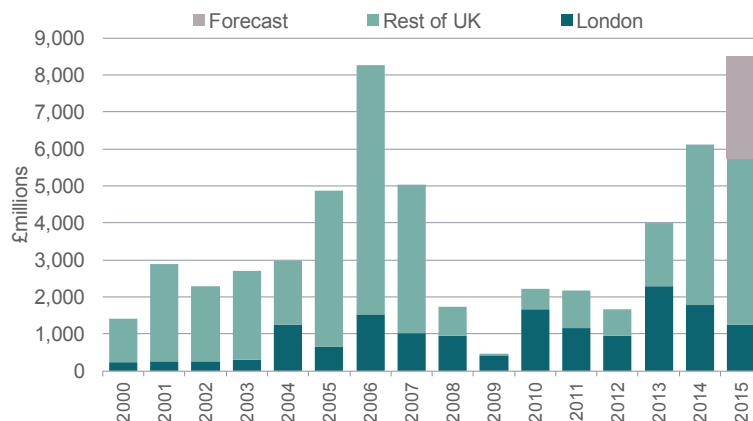
Travel budgets under downward pressure

■ Operational performance across the UK continues to improve with growth in the regions outpacing London. While the outlook remains positive, there are potential headwinds that could impact performance, particularly in certain sections of the hotel market.

■ The recent strengthening in Sterling against the Euro could pose issues in terms of overseas visitor numbers, or more notably average spend.

■ The majority of overseas visitors to the UK come from the Eurozone and while tourist arrivals from the region remain robust, travel budgets are potentially under downward pressure. On a rolling 12-month basis overseas

GRAPH 1 **UK hotel transaction volumes forecast to total £8.5 billion by year end**



Graph source: Savills

TABLE 1
Typical yields by operational structure

Structure	2014 yield	2015 yield
Franchise	6.5% to 10.0%	5.5% to 8.5%
Turnover leases	7.0% to 8.0%	6.5% to 7.5%
Fixed lease (strong covenant)	4.75% to 5.25% (50 basis point discount on similar product outside London)	4.25% to 5.0% (25-50 basis point discount on similar product outside London)
Fixed lease (unproven covenant)	6.0% to 8.0% depending on rent cover	5.75% to 7.5% depending on rent cover

Table source: Savills

visitor spend in the UK was down 1.7% in July (the latest published data) while visitor arrivals were up 3.1%. This is a continuation of a downward trend in spend first seen in February and which has corresponded with a strengthening in the Pound (see Graph 2).

■ With accommodation typically accounting for the bulk of travel budgets this decline in spend may impact operational performance in the full service hotel sector. Conversely for the budget sector it may feed positively into demand as visitors look for improved value.

■ The slowdown in the Chinese economy could generate additional concerns. Mainland Chinese tourists form a relatively small proportion of total overseas visitors to the UK, so in that sense the UK hotel market is perhaps more insulated than other markets such as Paris where Chinese

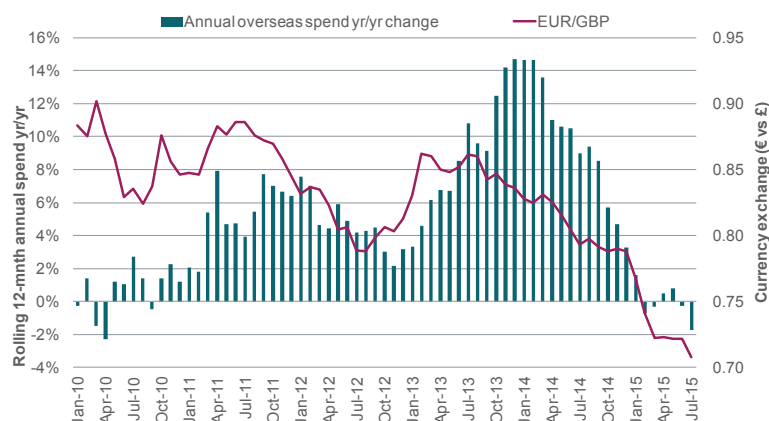
visitors account for a far larger share. However, the wider impact that the China slowdown may have on economies in the wider Asia Pacific region, and even globally, could temper global travel.

■ Current forecasts for the Global economy remain positive and we expect the effects of the €/£ exchange rate will be mitigated by the strengthening dollar which could lure an increasing number of American visitors to the UK. We have already seen a 4.3% year-on-year increase in arrivals from North America in Q1, the highest annual increase since Q1 2012

How much of a threat is Airbnb?

■ Much has been written on Airbnb's potential impact on the hotel market. While there is a need for a level 'playing field' in that the same regulations levied against the

GRAPH 2
Strengthening Pound creating downward pressure on travel spend



Graph source: ONS; Oanda

Serviced Apartments

Emerging as a branded sub-sector of the wider hotel market

■ The serviced apartment sector, or extended stay, is emerging from its relatively 'grey' market origins in the UK into a branded sub-sector of the wider hotel market.

■ This is being aided in part by the expansion of purpose built stock by operators and by private equity investment houses. The most notable example of this is the £300m allocation by Oaktree Capital to the sector through what is now known as the SACO group.

■ The most telling sign that some level of confidence in the sector is gathering pace is the acquisition of a number of properties by UK Institutions.

■ Last year Savills Investment Management acquired a serviced apartment block in Manchester leased to SACO for c£9.5m reflecting a yield in the region of 6.6%. The same year LaSalle Investment Management purchased a similar block in Deptford leased to Staycity for approximately £9.6m.

■ Naturally the yields attached to these transactions reflect a relatively higher risk profile compared to similar hotels due to the covenant attached to operators in this space.

■ Having said this, institutional investors are becoming increasingly comfortable with the underlying operational fundamentals of the sector. For example, in London serviced apartment operational performance has tracked, and in some cases even outperformed, that for hotels. Add to this the potential for greater operational returns due to the lower service levels associated with the sector, and the sector is proving increasingly attractive.

■ The willingness of operators to take leases in order to secure sites in key markets is also aiding interest. The diversification potential away from branded budget hotels, which have tended to dominate institutional holdings, should also help boost increased transaction activity.

■ Expansion of the sector, as seen in the early days of the budget hotel sector, will continue to be driven by owner-occupiers. However, as branded stock expansion picks up pace and the sector becomes more entrenched with consumers there will be increasing opportunities for investors to enter the sector.

hotel sector are applied in some shape or form against the informal accommodation sector, it is perhaps not the threat it was first considered to be. Or at least not currently a significant threat to the London hotel market.

■ In terms of its penetration of residential supply London has one of the lowest rates when compared to other key tourist markets at 0.5%. Paris has one of the highest estimated at 2.4% (see Graph 3).

■ This would suggest that London's hotel market is perhaps more insulated from the effects of Airbnb than other cities. It has been reported that Paris' hotel market is already feeling the effects of its relatively higher proportional supply of Airbnb units. This has perhaps been exacerbated by the fact that Paris' city centre is more residential than that of London meaning that more supply comes into direct competition with hotels than is the case in London.

■ According to a recent note from Citibank, global Airbnb supply is forecast to expand 1% per annum over the next five years. However, listing growth in London and other major European cities is slowing, pointing to some maturity in these markets.

■ This, coupled with the findings from a number of US studies that found that approximately 40% of Airbnb supply was existing 'commercial' stock suggesting that it is purely seeking more efficient distribution channels, points to it having a relatively minimal future impact on the wider London hotel market.

■ Having said that, its lower price point suggests that its impact is magnified as you move down the price tiers pointing to more significant impacts on the budget traveller sector (budget hotels and serviced apartments, hostels) particularly in those

peripheral locations where Airbnb supply is more prevalent.

■ While its direct impact on operational performance in London and the UK is as yet unknown, where it may also have an impact is on OTA's (online travel agency) due to its lower commission and simpler technological interface.

2016 outlook

■ Overseas visitor numbers are likely to remain robust for the remainder of 2015 although we may see some softening over the remainder of this year and into the early part of 2016 due to the strength of Sterling.

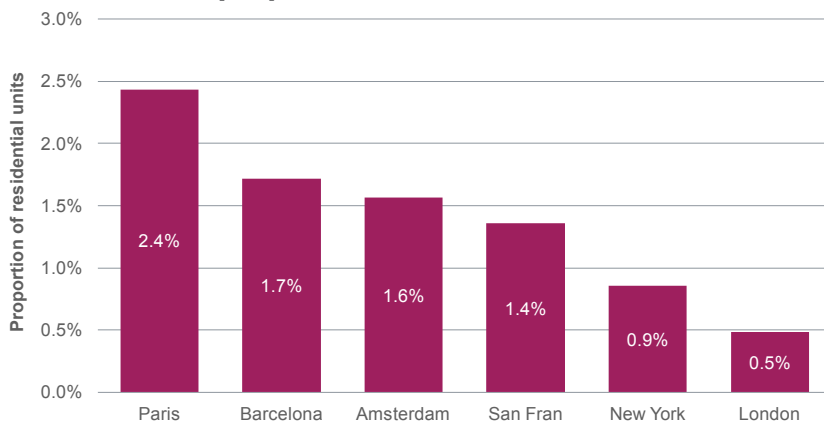
■ We expect operational performance to continue to report positive growth albeit the recent resurgence in regional performance is expected to slow with PwC forecasting a 4.2% growth in RevPAR for 2016. This is down on the 6.3% uplift forecast for this year.

■ This should not generate any concerns in terms of transaction activity as we expect to see further break-up of portfolios acquired by private equity groups over the last four years.

■ Portfolio transactions will continue to dominate activity in the UK albeit to a lesser extent than seen over the last few years as private equity houses shift their attention towards other European countries.

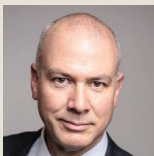
■ The downward pressure on yields will continue over the remainder of the year and into 2016. However, with yields at or close to their pre-recession peak further downward shifts will be more constrained. ■

GRAPH 3 **Airbnb stock as proportion of residential stock**



Graph source: Savills; Inside Airbnb; OECD; Citibank

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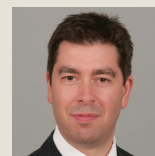
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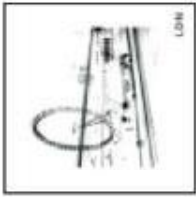


Appendix 2

Typical imagery of the style of the proposed LDN 'essential service' hotel rooms



Typical LDN ESH room fit out



LDN

Sample of high quality materials used in LDN ESH room fit out



Typical LDN ESH room fit out



View of a typical LDN ESH fit out and logical internal layout



Appendix 3

Section 106 unilateral - 112A Great Russell Street

DATED

2015

(2) GRS LIMITED

and

(3) AVIVA COMMERCIAL FINANCE LIMITED

UNILATERAL UNDERTAKING
relating to land known as
112A Great Russell Street London WC1B 3NP
pursuant to **Section 106 of the Town and Country Planning**
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

THIS DEED is made the day of 2015

B E T W E E N:

- i. **GRS LIMITED** (incorporated in the Isle of Man under company registration number 000051V) of 71 Circular Road, Douglas, Isle of Man, IM1 1AZ (hereinafter called “the Owner ”) of the first part

- ii **AVIVA COMMERCIAL FINANCE LIMITED** (Co. Registration. No. 2559391) of Sentinel House, 37 Surrey Street, Norwich NR1 3UY (hereinafter called “the Mortgagee”) of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL874583 and has an interest in the property of 999 years from 29th September 1994 subject to a charge to the Mortgagee. As a result the interest of the Owner is that of a virtual freeholder

- 1.2 The Owner is interested in the Property for the purposes of Section 106 of the Act and is referred to as the Owner in this Deed

- 1.3 A Planning Application for the development of the Property was submitted to the Council and refused on 4 February 2016 .The Owner intends to appeal the decision.and the undertaking set out in this Deed is submitted in support thereof

- 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 has indicated to the Owner that it 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 Deed.

- 1.5 As local highway authority the Council has indicated to the Owner that it considers the Highways Works to be carried out pursuant to this section 278 Deed to be in the public benefit.

1.6 For that purpose the Owner is willing to enter into this Deed pursuant to the provisions of Section 106 of the Act.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL874583 and dated 5 December 2006 is willing to enter into this Deed to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions 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 Deedt"	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	"the Construction Apprentice Default Contribution"	the sum being £7,500 per apprentice required on site.) to be paid by the Owner to the Council in lieu of construction apprentice provision
2.5	"the Construction Apprentice Support Contribution"	the sum of £1,500 (one thousand five hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice
2.6	"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):-

		<p>(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;</p> <p>(ii) incorporation of the provisions set out in the First Schedule annexed hereto;</p> <p>(iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(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);</p> <p>(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(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</p>
2.7	“the Construction Phase”	<p>the whole period between:</p> <p>(i) the Implementation Date; and</p> <p>(ii) the date of issue of the Certificate of Practical Completion</p>
2.8	“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</p>

		Camden
2.9	“Crossrail”	means the rail link authorised by the Crossrail Act 2008 and providing a rail link from Reading in the west through to Essex and Kent in the east
2.10	“the Crossrail Contribution”	the sum of £397,380 (three hundred and ninety seven thousand three hundred and eighty pounds) being the amount calculated in accordance with the Crossrail SPG towards the cost of implementing Crossrail to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be transferred on by the Council in event of receipt to TfL to be used towards the cost of implementing Crossrail
2.11	“the Crossrail SPG”	means the document entitled Supplementary Planning Guidance: Use of Planning Obligations in the Funding of Crossrail and the Mayoral Community Infrastructure Levy published by the Mayor of London in April 2013
2.12	“the Cycle Hire Docking Station Contribution”	the sum of £200,000 (two hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be transferred on by the Council in event of receipt to TfL to be used towards the cost of providing a docking station for approximately 36 cycle hire docking points
2.13	“the Development”	change of use of part ground floor and basement levels -4 and -5 from Car Park (sui generis) to 166 bedroom hotel (Class C1), including alterations to ground floor elevations on Great Russell Street and Adeline Place as shown on drawing numbers 2897/L/01B, 2897/P/01B, 2897/P/02B, 2897/P/03B, 2897/P/04B, 2897/P/05B, 2897/P/06B, 2897/P/07, 2897/P/08A, 2897/P/11F, 2897/P/12C, 2897/P/13C, 2897/P/14D, 2897/P/15G, 2897/P/16G, 2897/P/17D, 2897/P/18C, 2897/P/19B, 2897/P/20A, 2897/P/31, 2897/P/32, H2047.
2.14	“the Employment and Training Plan”	a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.2 of this Agreement

		<p>through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely; b) to ensure a 20% local employment target during the Construction Stage; c) to ensure the provision of no less than three construction apprentices; or such number if greater that shall equate with one apprentice per £ three million build costs d) make provision during the Construction Phase for no less than three work placements (with no less than 1 work placements for 14-16 years year olds);or such number as is required by the Council's Economic Development team e) ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events; f) ensure delivery of a minimum of two end use apprenticeships or such number if greater as may be required by the Councils Economic Development team g) commit to following the Local Procurement Code
2.15	"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> <ul style="list-style-type: none"> (i) the incorporation of the measures set out in the Energy Strategy and BREEAM Pre-Assessment dated May 2015 prepared by Hoare

		<p>Lea and submitted as part of the Planning Application;</p> <p>(ii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>(iii) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>(iv) measures to enable future connection to a local energy network at the boundary of the Property;</p> <p>(v) 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;</p> <p>(vi) measures to secure a post construction review of the Development 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 have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(vii) 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>
2.16	"the Highways Contribution"	Such sum as may be required by the Council to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by

		<p>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> <ul style="list-style-type: none"> (i) removal of the two existing vehicle crossovers; (ii) retention of smoke outlets along Adeline Place; (iii) repaving of the carriageway on Adeline Place with the retention of all current street furniture; (iv) repaving and repair works to the Public Highway following the carrying out of the Development; and (v) any other works the Council acting reasonably requires as a direct result of the Development <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>
2.17	“the Hotel Management Plan”	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the hotel to include (but not be limited to) the following:</p> <ul style="list-style-type: none"> a) a code of conduct to be made available to each new occupier of the hotel setting out the standards by which the occupiers of the hotel are expected to conduct themselves both within the hotel and the local area with a view to ensuring the behaviour of occupiers of the hotel both on and off the Property causes minimum impact on or disruption to local residents; b) provision of a designated community contact in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible point of reference if local residents wish to raise any issues; c) a procedure for instances where antisocial behaviour by guests arises on or in proximity to the Property including

		<p>provisions for policing incidents of noise and anti-social behaviour both on and off the Property;</p> <p>d) details of the maximum length of time persons may be accommodated in hotel;</p> <p>e) measures to ensure the hotel will be staffed 24 hours a day with a dedicated reception area and office located in the main entrance reception area;</p> <p>f) measures to ensure that there is employed and in place a security guard between the hours of 7pm and 7am for the purposes of preventing or minimising any disturbance within the neighbourhood of the Property which might be associated with persons staying or visiting the premises at the Property</p> <p>g) nature of responsibility for daily upkeep cleaning and monitoring of communal facilities;</p> <p>h) details of dissemination of information to occupiers of the hotel; and</p> <p>i) any further information the Council may reasonably require.</p>
2.18	"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
2.19	"the Levels Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.20	"the Local Employment Contribution"	the sum of £7,990 (seven thousand nine hundred and ninety pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council in the event of receipt towards

		employment needs in the London Borough of Camden
2.21	"the Local Procurement Code"	the code annexed as the second schedule to this Deed
2.22	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.23	"the Parties"	mean the Council the Freeholder the Owner and the Mortgagee
2.24	"the Pedestrian Cycling and Environmental Contribution"	the sum of £133,500 (one hundred and thirty three thousand five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council towards the provision of pedestrian, cycling, environmental and public realm improvements in the vicinity of the Development
2.25	"the Planning Application"	a planning application reference number 2015/3605/P in respect of the development of the Property submitted to the Council and validated on 13 July 2015
2.26	"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 must be sent in the manner prescribed at clause 6.1 hereof
2.27	"the Planning Permission"	a planning permission granted for the Development substantially in the form of the Planning Application
2.28	"the Property"	the land known as 112A Great Russell Street London WC1B 3NP the same as shown edged red on the plan annexed hereto
2.29	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.30	"the Public Open Space Contribution"	the sum of £14,226 (fourteen thousand two hundred and twenty six pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council towards the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or

		the obtaining of land to make public open spaces in the vicinity of the Development
2.31	“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
2.32	“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
2.33	“the Servicing 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 the Development securing the minimisation of conflicts between service vehicles and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following (to the extent relevant):-</p> <ul style="list-style-type: none"> (a) a requirement for delivery vehicles to unload from a specific suitably located area; (b) details of the person(s) responsible for directing and receiving deliveries to the Property; (c) measures to avoid a number of delivery vehicles arriving at the same time; (d) expected hours of loading and unloading of vehicles related to the Development; (e) likely frequency and duration of delivery/servicing movements (including the methodology for generating these figures) and measures to be taken to avoid any conflicts; (f) likely size of delivery/servicing vehicles proposed to attend the

		<p>Property and identification of where each type of vehicle will stop to service the Development;</p> <p>(g) swept path diagrams identifying where and how HGVs will manoeuvre into and out of and within the Property (such swept path diagrams shall demonstrate that vehicles will have a sufficient turning area to be able to both enter and exit the Property in forward gear;</p> <p>(h) likely nature of goods to be delivered;</p> <p>(i) proposed routes to and from on-street servicing bays to the building/service access where relevant;</p> <p>(j) measures taken to ensure minimisation of impact on local residents including steps to ameliorate noise arising from the servicing of the Development;</p> <p>(k) 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>(l) statement setting out how servicing movement to the Property can be combined and/or reduced to minimize traffic and service vehicle activity at the Property; and</p> <p>(m) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing;</p>
2.34	"the Sustainability Plan"	a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall:-

		<p>(i) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories</p> <p>(ii) 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 Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and</p> <p>(iii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body 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</p>
2.35	"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 Deed 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
2.36	"the Travel Plan Coordinator"	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
2.37	"the Travel Plan"	a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the

		<p>following:-</p> <ul style="list-style-type: none"> a) the elements set out in the Third Schedule hereto; 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; c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date; 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; 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; 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
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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, 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE DEVELOPMENT**

- 4.1.1 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 is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 EMPLOYMENT AND TRAINING PLAN

- 4.2.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.2.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.2.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.2.4 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 Employment and Training 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 Employment and Training Plan

4.3 LOCAL EMPLOYMENT

4.3.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.3.2 In order to facilitate compliance with the requirements of sub-clause 4.3.1 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 Centre and employed during the Construction Phase.

- 4.3.3 The Owner shall ensure that at all times during the Construction Phase no less than three construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-
- (i) recruited through the Kings Cross Construction Centre;
 - (ii) employed for a period of not less than 52 weeks; and
 - (iii) paid at a rate not less than the London Living wage.
- 4.3.4 The Owner shall ensure that during the Construction Phase of the Development no less than three work placements and/or work experience opportunities are provided at the Development.
- 4.3.5 Notwithstanding the provisions in clauses 4.3.3 and 4.3.4 (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.
- 4.3.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.3.3 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.
- 4.3.7 Following the Occupation Date of the Development the Owner shall ensure that at all times it will (unless otherwise agreed with the Council at the request of the Owner) have in its employ no less than one end use apprentice always ensuring the apprentice shall be:-
- (a) recruited in liaison with the Council's Economic Development Team;
 - (b) be resident in the London Borough of Camden;
 - (c) be paid an amount at least equivalent to the London Living Wage;
 - (d) be employed on a fulltime basis for at least 52 weeks;

(e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and

(f) be supervised by a member of staff within the completed Development

4.4 LOCAL PROCUREMENT

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

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.5 CONSTRUCTION MANAGEMENT PLAN

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

4.5.2 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.

4.5.3 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.

4.5.4 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.

4.6 **LOCAL EMPLOYMENT AND TRAINING CONTRIBUTION**

4.6.1 On or prior to the Implementation Date to pay to the Council the Local Employment and Training Contribution.

4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Local Employment and Training Contribution.

4.7 **HIGHWAYS CONTRIBUTION**

4.7.1 On or prior to the Implementation Date to:-

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

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

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

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

undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

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

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

4.8 PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

4.8.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution.

4.8.2 Not to implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution

4.9 SUSTAINABILITY PLAN

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

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

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

4.9.4 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.

4.10 HOTEL MANAGEMENT PLAN

4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Hotel Management Plan.

4.10.2 Not to Implement nor permit Implementation until the Hotel Management Plan has been approved by the Council as demonstrated by written notice to that effect

4.10.3 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 Hotel Management 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 Hotel Management Plan.

4.11 PUBLIC OPEN SPACE CONTRIBUTION

4.11.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.11.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution

4.12 TRAVEL PLAN

4.12.1 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

4.12.2 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.

4.12.3 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.

4.13 **CROSSRAIL CONTRIBUTION**

4.13.1 On or prior to the Implementation Date to pay to the Council the Crossrail Contribution.

4.13.2 Not to Implement or to permit Implementation until such time as the Council has received the Crossrail Contribution.

4.14 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

4.14.2 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.

4.14.3 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.

4.14.4 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.

4.15 CYCLE HIRE DOCKING STATION CONTRIBUTION

4.13.1 On or prior to the Implementation Date to pay to the Council the Cycle Hire Docking Station Contribution.

4.13.2 Not to Implement or to permit Implementation until such time as the Council has received the Cycle Hire Docking Station Contribution.

4.14 SERVICING MANAGEMENT PLAN

4.14.1 On or prior to the Implementation Date to submit to the Council for approval the Servicing Management Plan.

4.14.2 Not to Implement nor permit Implementation until the Servicing Management Plan has been approved by the Council as demonstrated by written notice to that effect

4.14.3 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 Servicing Management 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 Servicing Management Plan.

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 2015/3605/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 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 2015/3605/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 2015/3605/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.
- 5.7 All consideration given in accordance with the terms of this Deed 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.
- 5.8 Any sums referred to in this Deed as payable or to be applied by any party other than the Council under this Deed 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 AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

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

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 Owner 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 2015/3605/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 Deed may be registered as a Local Land Charge.

6.3 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 Deed 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 Deed 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 Deed.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Deed 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 Deed (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 refused 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.

7. **MORTGAGEE EXEMPTION**

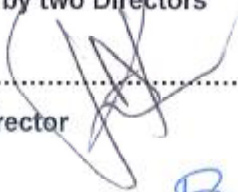
- 7.1 The Mortgagee hereby consents to the Owner entering into this Deed and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or 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. **RIGHTS OF THIRD PARTIES**

8.1 Save for the obligations relating to the payment of the Crossrail Contribution under clause 4.13 which shall be enforceable by TfL the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Owner the Leaseholder and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
GRS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director 

..... 
Director/Secretary

EXECUTED AS A DEED)
By AVIVA COMMERCIAL FINANCE LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

THE FIRST SCHEDULE
Construction Management Plan
Highway Measures

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

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

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

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

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

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

THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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

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

Fitting out by tenants

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

Facilities Management

The Owner and their agents shall 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.

Appeal Statement

112A Great Russell Street, London, WC1B 3NP



Appendix 4

Planning Policy

Appeal Statement

112A Great Russell Street, London, WC1B 3NP



Planning Policy

- 1.1. In accordance with Section 38(6) of The Planning and Compulsory Purchase Act (2004), planning applications should be determined in accordance with the development plan unless other material considerations indicate otherwise.
- 1.2. In this case, the LB Camden Development Plan comprises:
 - The London Plan (March 2015)
 - The London Borough of Camden Core Strategy (November 2010)
 - The London Borough of Camden Development Policies (November 2010)
- 1.3. Camden Core Strategy Policy CS5 (Managing the impact of growth and development) states that the Council will manage the impact of growth and development in Camden. The Council will protect the amenity of Camden's residents and those working in and visiting the Borough by ensuring that the impact of developments on their occupiers and neighbours is fully considered, seeking to ensure development contributes towards strong and successful communities by balancing the needs of development with the needs and characteristics of local areas and communities, and requiring mitigation measures where necessary.
- 1.4. Policy CS7 (Promoting Camden's centres and shops) states that the Council will promote successful and vibrant centres throughout the Borough and serve the needs of residents, workers and visitors by ensuring that new development is of an appropriate scale and character; and provide a range of suitable uses to provide variety, vibrancy and choice.
- 1.5. Policy CS16 (Improving Camden's health and well-being) states that the Council will seek to improve health and well-being in Camden by recognising the impact of poor air quality on health and implement Camden's Air Quality Action Plan which aims to reduce air pollution levels.
- 1.6. Camden Development Policy DP12 (Supporting strong centres and managing the impact of food, drink, entertainment and other town centre uses) states that the Council will ensure that the development of town centre uses does not cause harm to the character, function, vitality and viability of a centre, the local area or the amenity of neighbours.
- 1.7. Policy DP26 (Managing the impact of development on occupiers and neighbours) states that the Council will protect the quality of life of occupiers and neighbours by only granting permission for development that does not cause harm to amenity.
- 1.8. Policy DP32 (Air quality and Camden's Clear Zone) states that mitigation measures will be expected in development that are located in areas of poor air quality.

Policy 9 (Residential amenity) of Fitzrovia Area Action Plan seeks a good standard of amenity for all existing and future occupants of land and buildings, and the prevention of cumulative harm to residential amenity from noise, mechanical ventilation, light pollution, deliveries and waste collection.