

DATED

1 June

2016

(1) LINCOLN'S INN TRUSTEE COMPANY NO. 1 LIMITED and LINCOLN'S INN TRUSTEE  
COMPANY NO. 2 LIMITED

and

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

**A G R E E M E N T**

relating to land known as  
Lincoln's Inn, Lincoln's Inn Fields, London WC2A 3TL  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

**EAST TERRACE DEVELOPMENT 2015/4404/P**

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

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CLS/COM/LMM/1685.

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THIS AGREEMENT is made the 1st day of June 2016

**BETWEEN:**

- i. **LINCOLN'S INN TRUSTEE COMPANY NO. 1 LIMITED** (Co. Regn. No. 06076503) and **LINCOLN'S INN TRUSTEE COMPANY NO. 2 LIMITED** (Co. Regn. No. 06076505) being the Trustees of The Honourable Society of Lincoln's Inn of Treasury Office, Lincoln's Inn, London WC2A 3TL (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property being part of the land contained under Title Number NGL897957.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the development of the Property was submitted to the Council and validated on 7 August 2015 and the Council resolved to grant permission conditionally under reference number 2015/4404/P respectively subject to conclusion of this legal Agreement.
- 1.4 A planning application for the Library Planning Permission was also submitted to the Council and validated on 7 August 2015.
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.



- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Basement Construction Plan"	<p>a plan to be submitted by the Owner and approved by the Council setting out detailed information relating to the construction of basement forming part of the Development and providing for a programme of detailed mitigating measures to be undertaken and put in place by the Owner such plan to be designed with the objective of containing the impact of the basement construction on the structural stability of the Property and the neighbouring properties to include the following:-</p> <p>(i) incorporation of the recommendations contained within the Basement Impact Assessment Audit prepared by Campbell Reith Consulting Engineers dated September 2015 and submitted</p>



		<p>as part of the Planning Applications;</p> <ul style="list-style-type: none"> <li>(ii) inclusion of a detailed monitoring regime throughout the Construction Phase;</li> <li>(iii) a method statement detailing the proposed method of ensuring the safety and stability throughout the Construction Phase of the neighbouring buildings including temporary works sequence drawings and assumptions;</li> <li>(iv) detailed design drawings prepared by a suitably qualified and experienced chartered geotechnical engineer and chartered structural engineer both with experience of sub-ground level construction commensurate with the Development whose identities shall be approved in writing in advance by the Council for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations;</li> <li>(v) an update of the risk assessment submitted with the Planning Application based the detailed design drawings referred to in (iv) above;</li> <li>(vi) provision of a contingency plan setting out measures that will be undertaken to ensure the safety and preservation of the adjoining properties in the event of</li> </ul>
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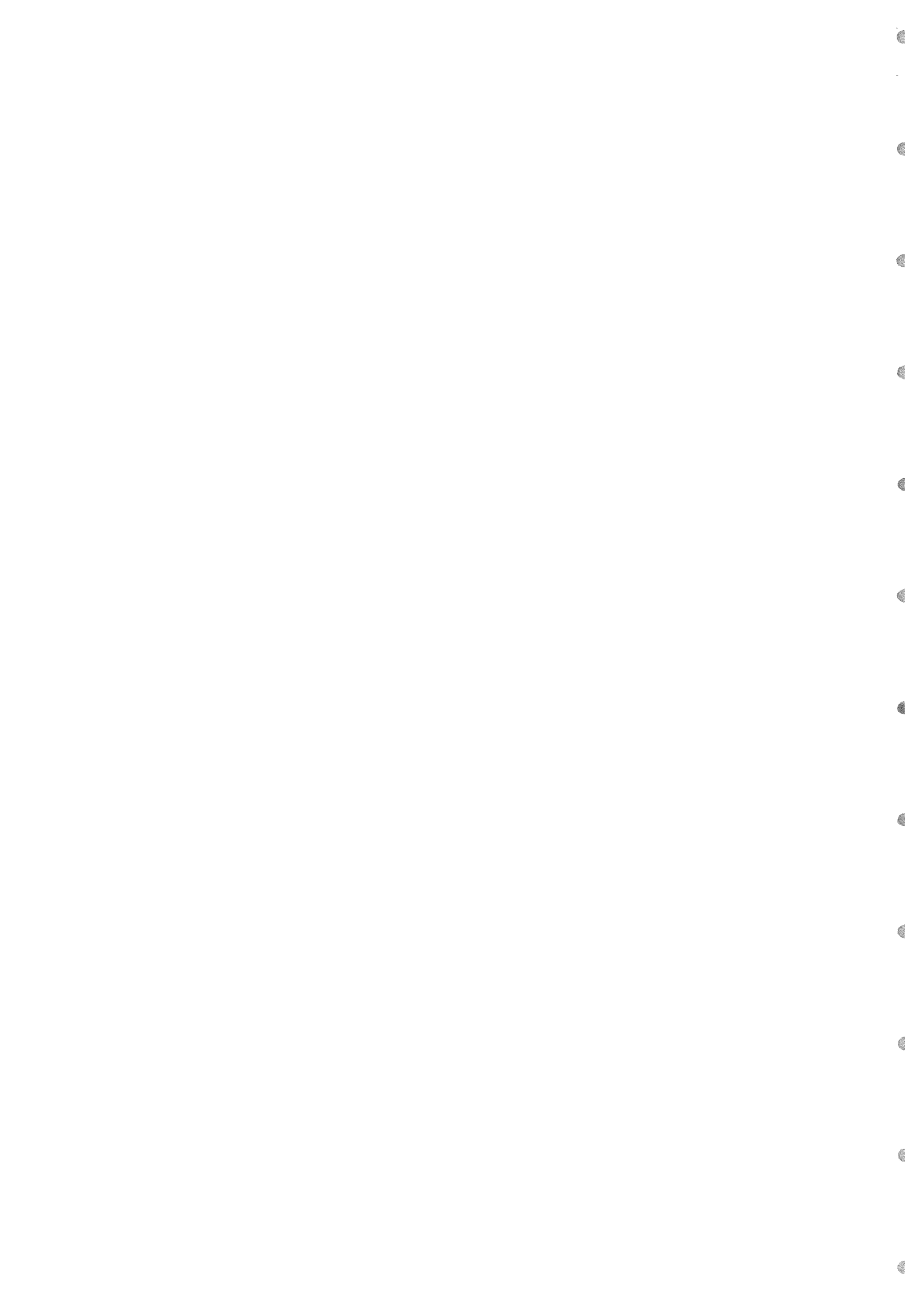




		<p>any delay in completion of the basement forming part of the Development;</p> <p>(vii) confirmation, once the pile design and construction/propping sequence have been finalised by the specialised contractors, that the predicted ground movement and building damage is no worse than was predicted when Planning Permission was granted, such confirmation to be certified by the independent professional; and</p> <p>(viii) submission of a summary sheet, tabulating predicted movement and monitoring</p>
2.4	"the Carbon Offset Contribution"	The sum of £1,552 (one thousand five hundred and fifty two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards securing delivery of carbon dioxide savings in the vicinity of the Property in recognition that this Development together with the Library Planning Permission can only achieve a maximum improvement in carbon emissions of 32.7% rather than 35%.
2.5	"the Construction Apprentice Default Contribution"	the sum of £7,500 (seven thousand five hundred pounds) to be paid by the Owner to the Council in lieu of construction apprentice provision
2.6	"the Construction Apprentice Support Contribution"	the sum of £1,500 (one thousand five hundred pounds) per construction apprentice to be paid



		<p>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</p>
2.7	<p>"the Construction Management Plan"</p>	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual 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> <ul style="list-style-type: none"> <li>(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;</li> <li>(ii) incorporation of the provisions set out in the First Schedule annexed hereto;</li> <li>(iii) incorporation of the provisions set out in the Second Schedule</li> </ul>



		<p>annexed hereto;</p> <p>(iv) proposals to ensure the protection and preservation of the listed buildings during the Construction Phase;</p> <p>(v) proposals to ensure there are no adverse effects on the Conservation Area features;</p> <p>(vi) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(vii) 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>(viii) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(ix) identifying means of ensuring</p>
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		the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time
2.8	"the Construction Phase"	the whole period between: (i) the Implementation Date; and (ii) the date of issue of the Certificate of Practical Completion
2.9	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.10	"the Development"	excavation to create two storey basement development to provide education and training floorspace underneath East Terrace, replacement lighting in lightwells and installation of roof lights, installation of new southern entrance door, removal of external northern stairs to create fire escape, provision of 10x cycle parking spaces and 2 disabled car parking spaces and associated landscaping as shown on drawing numbers:  Drawing Nos: 597-19000 Rev PL2; 19003 Rev PL2; 19010 Rev PL2; 19021 Rev PL1; 19022 Rev PL2; 19023 Rev PL1; 19024 Rev PL1; 19030 Rev PL1; 19031 Rev PL3; 19032 Rev PL3; 19033 Rev PL2; 190323 Rev PL1; 19034 Rev PL1; 19040 Rev PL2; 19043 Rev PL2; 19044 Rev PL2; 19050 Rev PL1; 19051 Rev PL1; 19052 Rev PL1; 19053 Rev PL1; 19054





		<p>Rev PL1; 19055 Rev PL2; 19056 Rev PL1; 19057 Rev PL1; 19058 Rev PL1; 19059 Rev PL1; 19060 Rev PL1; 19061 Rev PL1; 19062 Rev PL1; 19063 Rev PL1; 19064 Rev PL1; 19310 Rev PL1; 19311 Rev PL1; 19312 Rev PL1; 19313 Rev PL1; 19314 Rev PL1; 19315 Rev PL1; 19316 Rev PL1; 19320 Rev PL1; 19321 Rev PL1; 19322 Rev PL1; 19324 Rev PL1; 19325 Rev PL1; 19326 Rev PL1; 19327 Rev PL1; 19328 Rev PL1; 19340 Rev PL1; 19341 Rev PL1; 19442 Rev PL1; 19443 Rev PL1; 19344 Rev PL1; 19345 Rev PL1; 19346 Rev PL1; 19347 Rev PL1; 19348 Rev PL1; 19349 Rev PL1</p> <p>Supporting Documents: Design &amp; Access Statement by Rick Mather Architects; Planning and Heritage Statement by Montagu Evans July 2015; Statement of Significance by Rick Mather Architects July 2015; Mechanical and Electrical Statement by Mott MacDonald July 2015; Energy Statement by Mott MacDonald September 2015; Sustainability Statement Mott MacDonald July 2015; Preliminary Ecological Assessment by Mott MacDonald July 2015; Internal Bat Inspection Report by Mott MacDonald July 2015; Noise Surveys &amp; Assessments by Sandy Brown Associates LLP July 2015; Structural Report and Basement Impact Assessment, Construction Management Plan; Structural Report by Eckersley O'Callaghan July 2015; Historic Environment Assessment by MOLA July 2015; Transport Statement by Mott MacDonald October 2015; Travel Plan by Mott MacDonald October 2015; Lighting Assessment by Mott MacDonald July 2015; Arboricultural Assessment by Ruskins</p>
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		July 2015; Statement of Community Involvement by Four Communications July 2015; Basement Impact Assessment Audit by Campbell Reith dated September 2015; Drainage Pro-forma by Infrastructure Design Studio dated 21st September 2015
2.11	"the Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.9 of this Agreement through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) to ensure a 20% local employment target during the Construction Stage;</li> <li>c) to ensure the provision of 3 construction opportunities as set out in clause 4.9.3 of this Agreement;</li> <li>d) ensure delivery of a minimum of 1 end use apprenticeship together with a support fee of £1,700 as set out in clause 4.9.7;</li> <li>e) ensure the recruitment of 3 non construction placement opportunities of not less than 2 weeks each to be undertaken over the course of the Development as set out in clause 4.9.4</li> </ul>



		<p>of this Agreement</p> <p>f) commit to following the Local Procurement Code</p>
2.12	<p>“the Energy Efficiency and Renewable Energy Plan”</p>	<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"> <li>(i) the incorporation of the measures set out in the Energy Strategy and Part L Compliance Report dated July 2015 prepared by Mott MacDonald and submitted as part of the Planning Applications;</li> <li>(ii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</li> <li>(iii) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</li> <li>(iv) include a pre-Implementation review by an appropriately qualified and recognised independent professional in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the</li> </ul>



		<p>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>(v) measures to secure a post construction review of the Development by an appropriately qualified independent professional 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>(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.13	"the Highways Contribution"	<p>the sum of £69,706 (sixty nine thousand seven hundred and six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>(i) repaving and repair works to the Public Highway following the carrying out of</p>





		<p>the Development; and</p> <p>(ii) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u></p>
2.14	"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 other than operations in connection with ground investigations; site survey work; temporary access construction works; site clearance; archaeological work and the erection of a means of enclosure for the purpose of site security and references to "Implementation" and "Implement" shall be construed accordingly
2.15	"the Levels Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.16	"the Library Planning Permission"	planning permission granted in respect of the development of the library under reference number 2015/4408/P which development may take place contemporaneously with the Development.
2.17	"the Local Procurement Code"	the code annexed as the Fourth Schedule to this Agreement



2.18	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.19	"the Property"	the land shown outlined in red on Plan 1 annexed hereto
2.20	"the Parties"	mean the Council and the Owner
2.21	"the Pedestrian Cycling and Environmental Contribution"	the sum of £30,000 (thirty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the provision of pedestrian, cycling, environmental and public realm improvements in the vicinity of the Development
2.22	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.23	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.24	"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 include:-  (i) details and measures to ensure the



		<p>targets set out in the Sustainability and BREEAM Pre-assessment Report prepared by Mott MacDonald and dated 21 July 2015 are achieved;</p> <p>(ii) a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Very Good 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>(iii) 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;</p> <p>(iv) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(v) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect</p>
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		<p>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> <p>(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.25	"the Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>(a) the elements set out in the Third Schedule hereto;</p> <p>(b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;</p> <p>(d) measures to ensure subsequent</p>





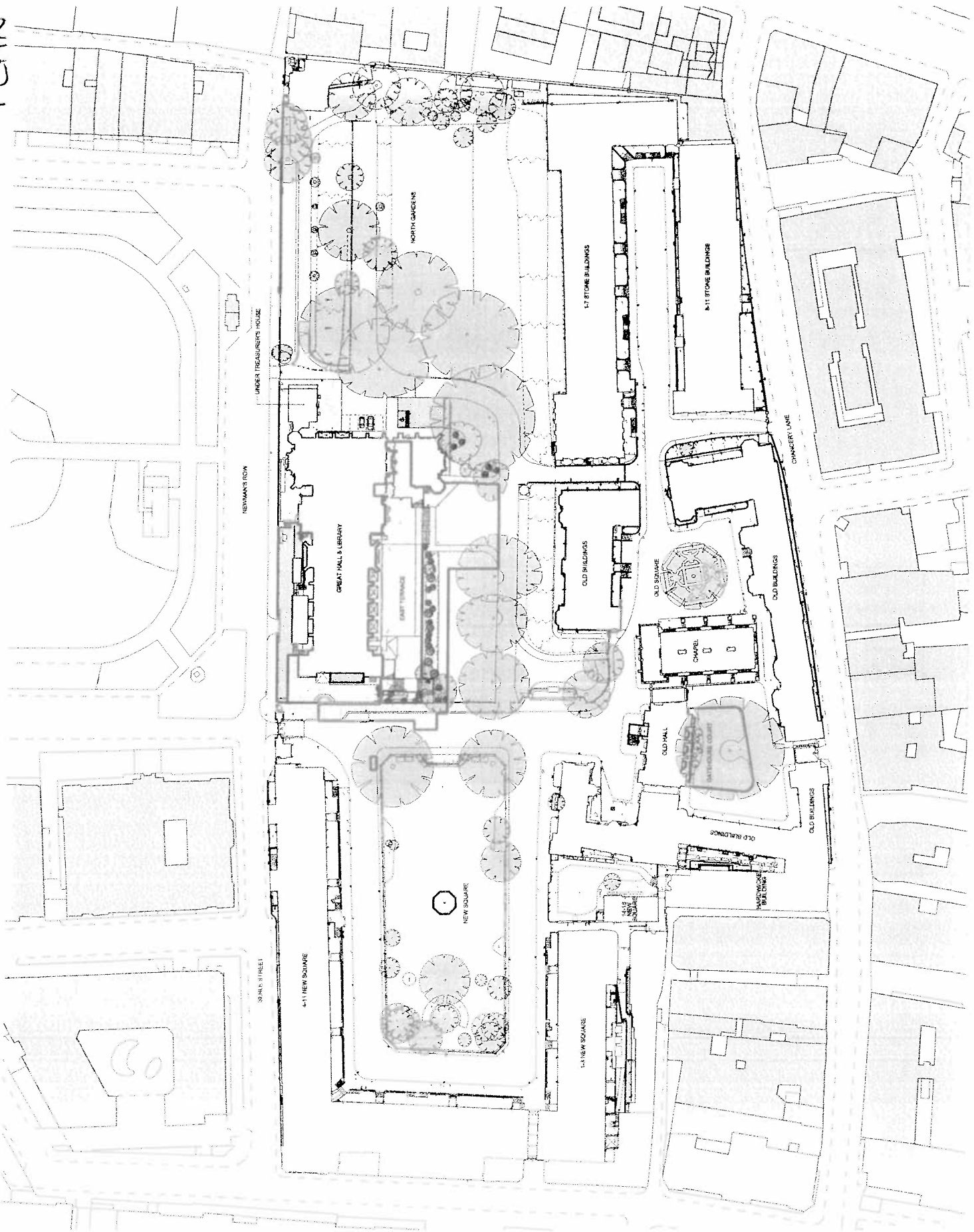
		<p>reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council</p> <p>(e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.26	"the Travel Plan Monitoring Contribution"	the sum of £6,020 (six thousand and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development
2.27	"the Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing



PLAN 1

David Richards  
 M.E. ...

- CONTINUED FROM THE PREVIOUS SHEET
- Existing Buildings
  - New Buildings
  - Proposed Site Boundary



**PLANNING**

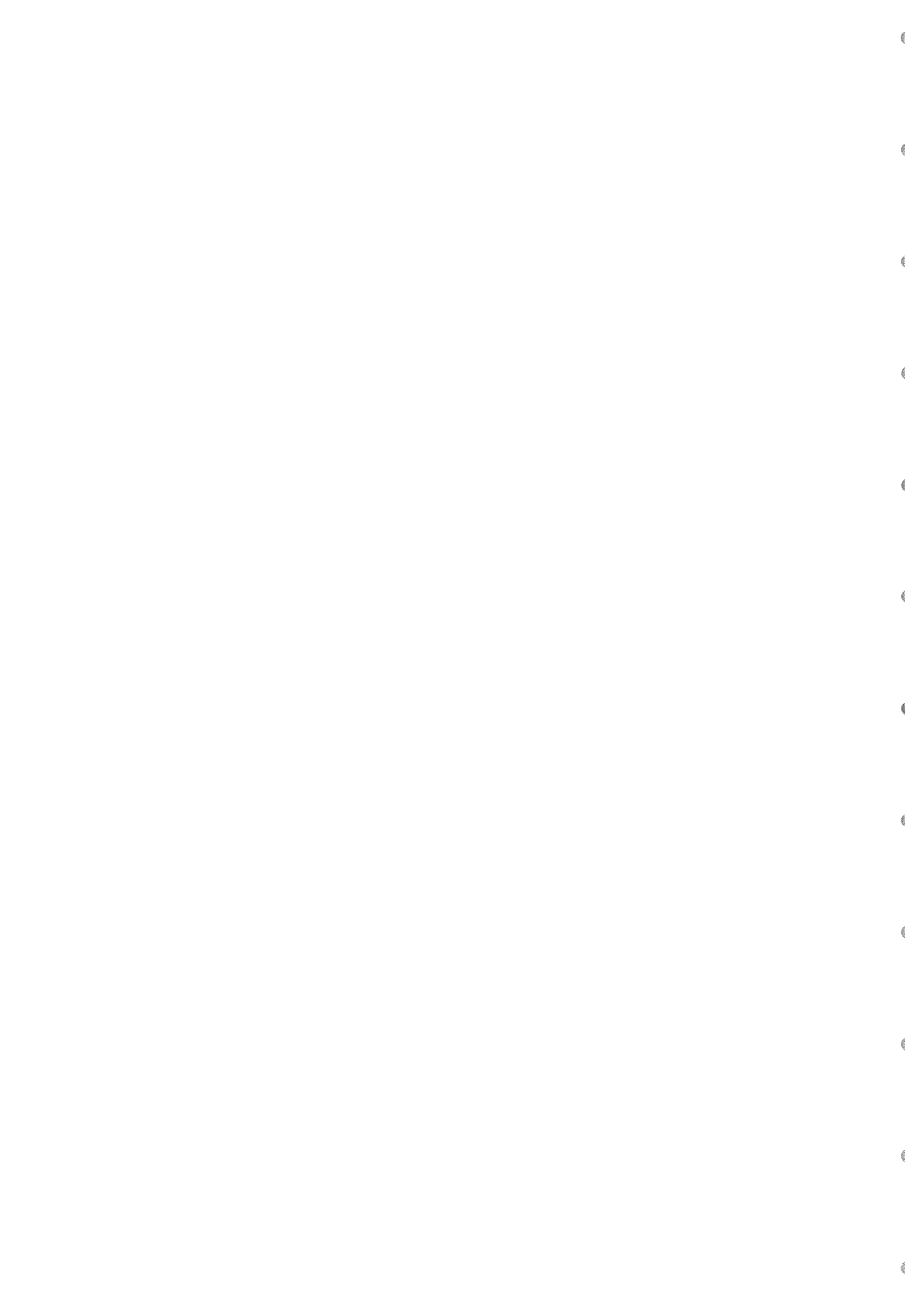
RICK MATHER ARCHITECTS ©

THE HONORABLE SOCIETY OF LINCOLN'S INN  
 GREAT HALL AND LIBRARY

EXISTING BUILDINGS & EAST TOWER DEVELOPMENT  
 SITE PLAN WITH RED LINE BOUNDARY

NO.	DATE	DESCRIPTION	BY
1	19003	PL1	
2	19003	PL1	
3	19003	PL1	
4	19003	PL1	
5	19003	PL1	
6	19003	PL1	
7	19003	PL1	
8	19003	PL1	
9	19003	PL1	
10	19003	PL1	

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

4. **OBLIGATIONS OF THE OWNER**



The Owner hereby covenants with the Council as follows:-

#### **4.1 BASEMENT CONSTRUCTION PLAN**

- 4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Basement Construction Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Basement Construction Plan as demonstrated by written notice to that effect.
- 4.1.3 The Owner acknowledges and agrees that the Council may chose not to approve the Basement Construction Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal practicable impact on and disturbance to the Property and the adjoining properties.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Basement Construction Plan or any amendments to it as approved by the Council from time to time 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 Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

#### **4.2 CONSTRUCTION MANAGEMENT PLAN**

- 4.2.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.2.2 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.





4.2.3 The Owner acknowledges and agrees that the Council may chose not to 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 practicable impact on and disturbance to the surrounding environment and highway network.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan or any amendments to it as approved by the Council from time to time 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.

#### 4.3 TRAVEL PLAN

4.3.1 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 UNLESS such contribution has already been paid pursuant to the planning agreement relating to the Library Planning Permission

4.3.2 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.

4.3.3 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Travel Plan as approved by the Council from time to time and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any



such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied

#### 4.4 **SUSTAINABILITY PLAN**

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

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

4.4.3 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 **PROVIDED THAT** nothing in this clause shall require a final BREEAM certificate prior to Occupation.

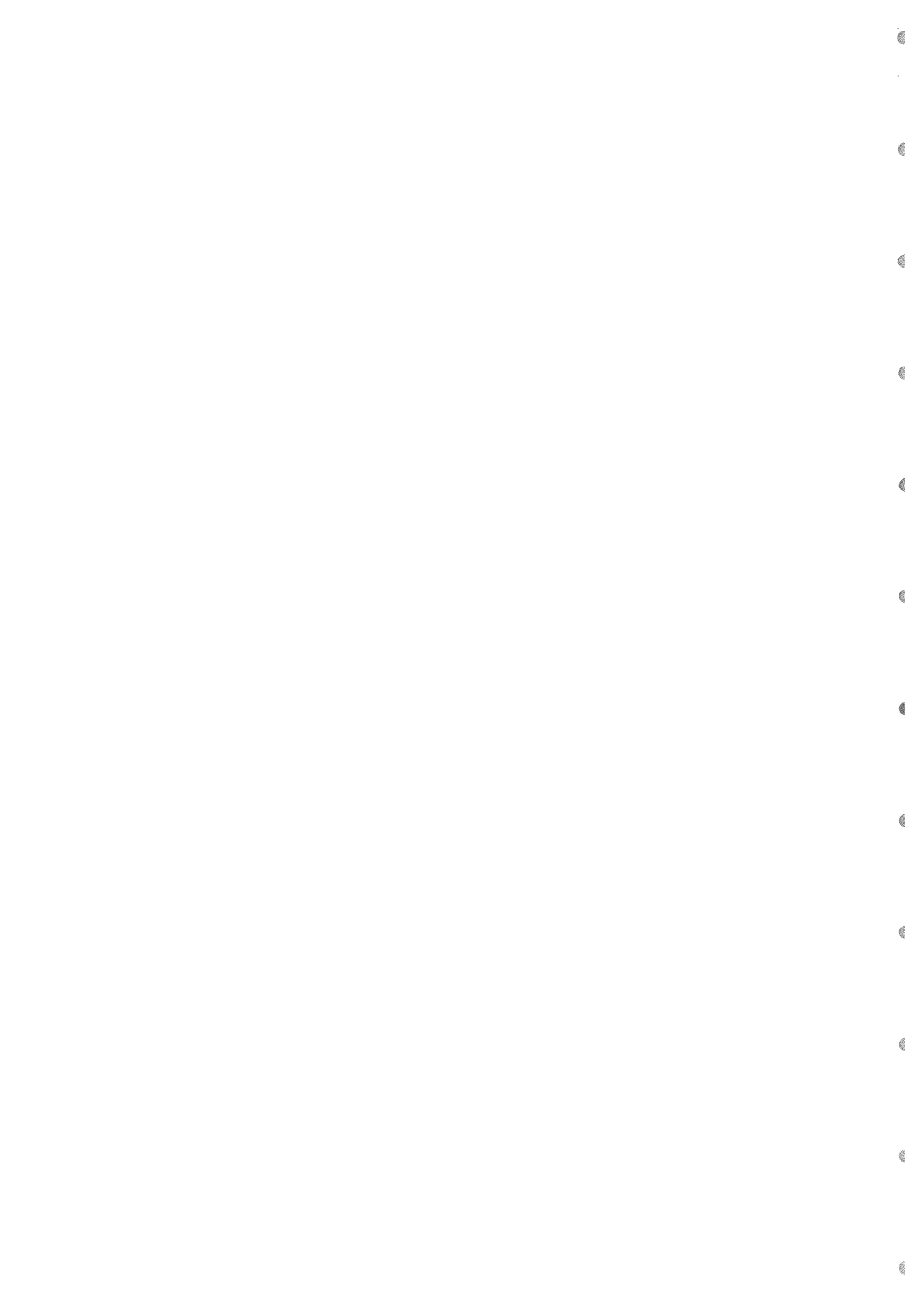
4.4.4 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the requirements of the Sustainability Plan and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.

#### 4.5 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

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

4.5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.5.3 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.

4.5.4 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.

4.5.5 On or prior to the Occupation Date to pay to the Council the Carbon Offset Contribution (UNLESS such contribution has already been paid pursuant to the planning agreement relating to the Library Planning Permission).

4.5.6 Not to Occupy or to permit Occupation until such time as the Council has received the Carbon Offset Contribution

#### 4.6 HIGHWAYS CONTRIBUTION

4.6.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full (UNLESS such contribution has already been paid pursuant to the planning agreement relating to the Library Planning Permission); and
- (ii) submit to the Council the Level Plans for approval.

4.6.2 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.

4.6.3 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.



4.6.4 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.

4.6.5 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.

#### 4.7 **PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION**

4.7.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution (UNLESS such contribution has already been paid pursuant to the planning agreement relating to the Library Planning Permission).

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

#### 4.8 **EMPLOYMENT AND TRAINING PLAN**

4.8.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

4.8.2 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.

4.8.3 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 in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.8.4 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Employment and Training Plan as approved by the Council and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any





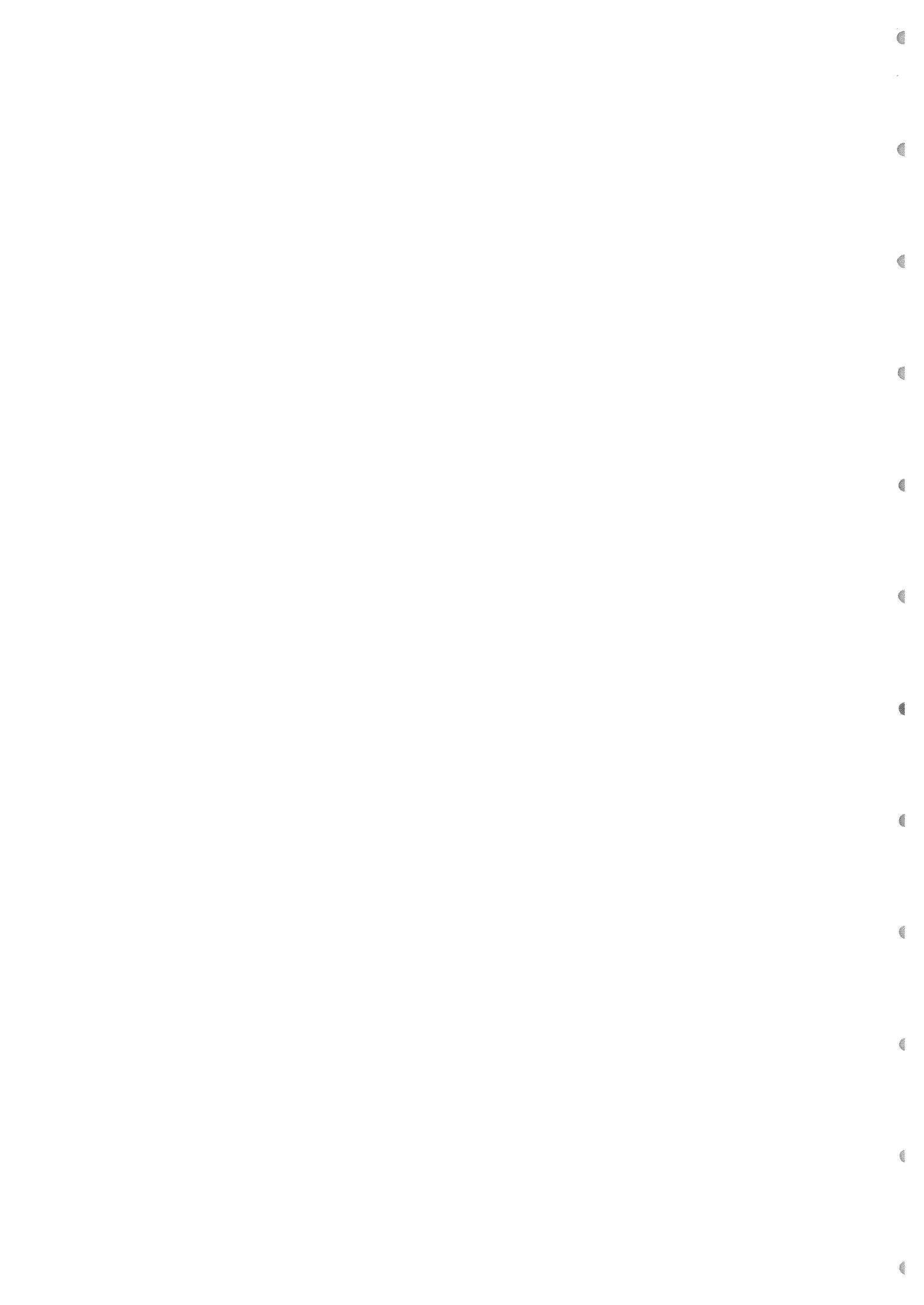
steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied

#### 4.9 LOCAL EMPLOYMENT

4.9.1 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.

4.9.2 In order to facilitate compliance with the requirements of sub-clause 4.9.1 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.



- 4.9.3 The Owner shall ensure that at all times during the Construction Phase no less than 3 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.
- 4.9.4 The Owner shall ensure that during the Construction Phase no less than 3 work placements and/or work experience opportunities are provided at the Development.
- 4.9.5 Notwithstanding the provisions in clauses 4.9.3 and 4.9.4 (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.
- 4.9.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.9.3 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 of the East Terrace Development until such time as the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.
- 4.9.7 Following the Occupation Date 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

(g) supported by a payment of a support fee of £1,500

4.9.8 In the event that the Owner is unable to procure the employment of one apprentice in accordance with paragraph 4.9.7 within 24 months of the Occupation Date, the Owner shall pay the Council Construction Apprentice Default Contribution in lieu of providing that apprentice.

#### 4.10 **LOCAL PROCUREMENT**

4.10.1 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.

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

4.10.3 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.

4.10.4 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

#### 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 2015/4404/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the reference 2015/4404/P if it relates to the Development or both 2015/4404/P and 2015/4408/P if, pursuant to 5.12 below, it relates to both the Library Planning Permission and the Development.





5.7 Payment of the contributions pursuant to Clause 4 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 references 2015/4404/P and 2015/4408/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 Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

$$A = B \frac{Y-X}{X}$$

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.



- 5.10 In the event that the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of excess.
- 5.11 If any contribution paid under this agreement is not spent or committed (for future expenditure) within 5 years of the Certificate of Practical Completion then the Council shall, on written request from the Owner, repay to the Owner the contribution or such unspent or uncommitted part of it (with any interest which has accrued thereon) within 28 days of such written request, except for the Highways Contribution which will be repaid to the Owner in accordance with clause 5.10 of this Agreement.
- 5.12 It is agreed and declared that the Owner may submit any plan for approval under this agreement in a form which relates to both the Development and to the Library Permission and such document may satisfy both these obligations and those contained in the planning agreement for the Library Permission but for the avoidance of doubt, any breach of obligations in this agreement shall not be enforceable against owners of occupiers of the Library Permission or vice versa.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/4404/P and/or 2015/4408/P (as appropriate) and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.



- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

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



9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY )  
LINCOLN'S INN TRUSTEE COMPANY NO. 1 LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

.....*David Richards*.....

Director

.....*M. E. W. Smith*.....

Director/~~Secretary~~

EXECUTED AS A DEED BY )  
LINCOLN'S INN TRUSTEE COMPANY NO. 2 LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

.....*David Richards*.....

Director

.....*M. E. W. Smith*.....

Director/~~Secretary~~





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

*OPB*

.....

**Authorised Signatory**





**THE FIRST SCHEDULE**  
**Construction Management Plan**  
**Air Quality and Carbon Reduction**

Requirements to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM<sub>10</sub> and NO<sub>x</sub> emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.



- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

#### B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

#### C - Air Quality Monitoring



- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of  $200\mu\text{g.m}^{-3}$  (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:





- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

#### D - Techniques to reduce CO<sub>2</sub> emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO<sub>2</sub> emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO<sub>2</sub> emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.



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

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





## 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/](http://www.tfl.gov.uk/) [www.nationalrail.co.uk](http://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](http://www.est.org.uk)) for alternatively- fuelled vehicle grants

### **PART II: Review and Monitoring of the Travel Plan**

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

#### **1. Review the Property's Transport Accessibility**



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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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





## **THE FOURTH SCHEDULE LOCAL PROCUREMENT CODE**

### **1. INTRODUCTION**

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

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

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

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owners and contractors in fulfilling their commitments to the planning agreements by



clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

## **2) MAIN REQUIREMENTS OF THE CODE**

### **A) CONSTRUCTION.**

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

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

#### **2.1 Actions & Responsibilities of Main Contractor**

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



successful or declined to tender and the contract value in the case of a contract being awarded to a local company.

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

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

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

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

## **2.2 Actions And Responsibilities of Sub-Contractors**

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



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

**Fitting out by tenants**

Where the tenants of a development are responsible for fitting out the building(s), we will require the 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.





Montagu Evans LLP  
5 Bolton Street  
London  
W1J 8BA

Application Ref: **2015/4404/P**

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
Great Hall  
Lincoln's Inn  
Lincoln's Inn Fields  
London  
WC2A 3TL

**DECISION**  
Proposal:

Excavation to create two storey basement development to provide education and training floorspace underneath East Terrace, replacement lighting in lightwells and installation of roof lights, installation of new southern entrance door, removal of external northern stairs to create fire escape, provision of 10x cycle parking spaces and 2 disabled car parking spaces, and associated landscaping. (Application 3)

Drawing Nos: 597-19000 Rev PL2; 19003 Rev PL2; 19010 Rev PL2; 19021 Rev PL1; 19022 Rev PL2; 19023 Rev PL1; 19024 Rev PL1; 19030 Rev PL1; 19031 Rev PL3; 19032 Rev PL3; 19033 Rev PL2; 190323 Rev PL1; 19034 Rev PL1; 19040 Rev PL2; 19043 Rev PL2; 19044 Rev PL2; 19050 Rev PL1; 19051 Rev PL1; 19052 Rev PL1; 19053 Rev PL1; 19054 Rev PL1; 19055 Rev PL2; 19056 Rev PL1; 19057 Rev PL1; 19058 Rev PL1; 19059 Rev PL1; 19060 Rev PL1; 19061 Rev PL1; 19062 Rev PL1; 19063 Rev PL1; 19064 Rev PL1; 19310 Rev PL1; 19311 Rev PL1; 19312 Rev PL1; 19313 Rev PL1; 19314 Rev PL1; 19315 Rev PL1; 19316 Rev PL1; 19320 Rev PL1; 19321 Rev PL1; 19322 Rev PL1; 19324 Rev PL1; 19325 Rev PL1; 19326 Rev PL1; 19327 Rev PL1; 19328 Rev PL1; 19340 Rev PL1; 19341 Rev PL1; 19442 Rev PL1; 19443 Rev PL1; 19344 Rev PL1; 19345 Rev PL1; 19346 Rev PL1; 19347 Rev PL1; 19348 Rev PL1; 19349 Rev PL1

Supporting Documents: Design & Access Statement by Rick Mather Architects; Planning and Heritage Statement by Montagu Evans July 2015; Statement of Significance by Rick



Mather Architects July 2015; Mechanical and Electrical Statement by Mott MacDonald July 2015; Energy Statement by Mott MacDonald September 2015; Sustainability Statement Mott MacDonald July 2015; Preliminary Ecological Assessment by Mott MacDonald July 2015; Internal Bat Inspection Report by Mott MacDonald July 2015; Noise Surveys & Assessments by Sandy Brown Associates LLP July 2015; Structural Report and Basement Impact Assessment, Construction Management Plan; Structural Report by Eckersley O'Callaghan July 2015; Historic Environment Assessment by MOLA July 2015; Transport Statement by Mott MacDonald October 2015; Travel Plan by Mott MacDonald October 2015; Lighting Assessment by Mott MacDonald July 2015; Arboricultural Assessment by Ruskings July 2015; Statement of Community Involvement by Four Communications July 2015; Basement Impact Assessment Audit by Campbell Reith dated September 2015; Drainage Pro-forma by Infrastructure Design Studio dated 21st September 2015

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

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

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

Condition(s) and Reason(s):

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

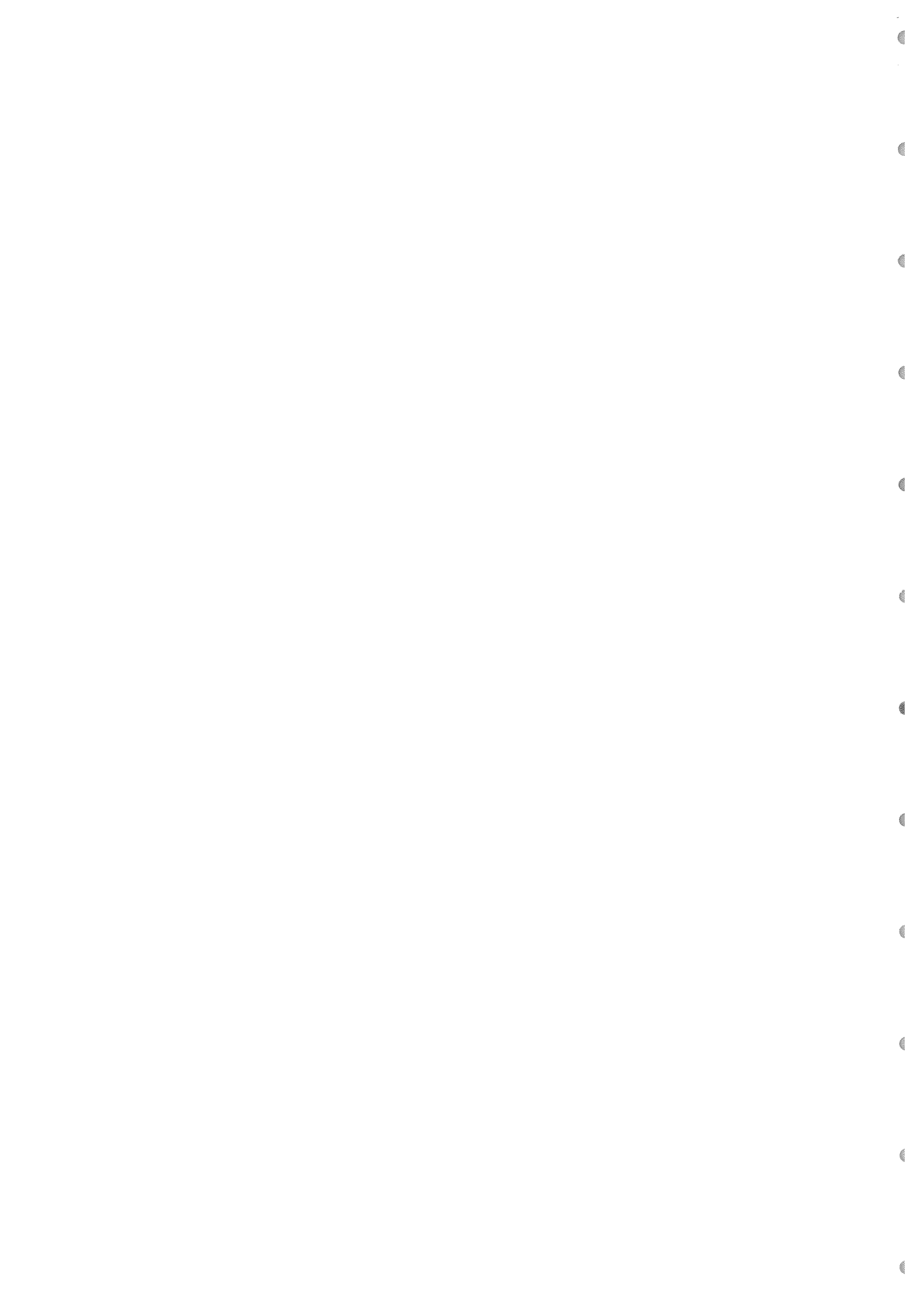
Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

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

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

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

597-19000 Rev PL2; 19003 Rev PL2; 19010 Rev PL2; 19021 Rev PL1; 19022 Rev PL2; 19023 Rev PL1; 19024 Rev PL1; 19030 Rev PL1; 19031 Rev PL3; 19032 Rev PL3; 19033 Rev PL2; 190323 Rev PL1; 19034 Rev PL1; 19040 Rev PL2; 19043 Rev PL2; 19044 Rev PL2; 19050 Rev PL1; 19051 Rev PL1; 19052 Rev PL1; 19053 Rev PL1; 19054 Rev PL1; 19055 Rev PL2; 19056 Rev PL1; 19057 Rev PL1; 19058 Rev PL1; 19059 Rev PL1; 19060 Rev PL1; 19061 Rev PL1; 19062 Rev PL1; 19063 Rev



PL1; 19064 Rev PL1; 19310 Rev PL1; 19311 Rev PL1; 19312 Rev PL1; 19313 Rev PL1; 19314 Rev PL1; 19315 Rev PL1; 19316 Rev PL1; 19320 Rev PL1; 19321 Rev PL1; 19322 Rev PL1; 19324 Rev PL1; 19325 Rev PL1; 19326 Rev PL1; 19327 Rev PL1; 19328 Rev PL1; 19340 Rev PL1; 19341 Rev PL1; 19442 Rev PL1; 19443 Rev PL1; 19344 Rev PL1; 19345 Rev PL1; 19346 Rev PL1; 19347 Rev PL1; 19348 Rev PL1; 19349 Rev PL1

Supporting Documents: Design and Access Statement by Rick Mather Architects; Planning and Heritage Statement by Montagu Evans July 2015; Statement of Significance by Rick Mather Architects July 2015; Mechanical and Electrical Statement by Mott MacDonald July 2015; Energy Statement by Mott MacDonald September 2015; Sustainability Statement Mott MacDonald July 2015; Preliminary Ecological Assessment by Mott MacDonald July 2015; Internal Bat Inspection Report by Mott MacDonald July 2015; Noise Surveys & Assessments by Sandy Brown Associates LLP July 2015; Structural Report and Basement Impact Assessment, Construction Management Plan; Structural Report by Eckersley O'Callaghan July 2015; Historic Environment Assessment by MOLA July 2015; Transport Statement by Mott MacDonald; October 2015; Travel Plan by Mott MacDonald October 2015; Lighting Assessment by Mott MacDonald July 2015; Arboricultural Assessment by Ruskins July 2015; Statement of Community Involvement by Four Communications July 2015; Basement Impact Assessment Audit by Campbell Reith dated September 2015; Drainage Pro-forma by Infrastructure Design Studio dated 21st September 2015; Drainage Calculations by Infrastructure Design Studio dated 27th July 2015; Storm Drainage Summary by Infrastructure Design Studio dated 2nd October 2015

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

- 4 All removal of trees, hedgerows, shrubs, scrub or tall herbaceous vegetation shall be undertaken between September and February inclusive. If this is not possible then a suitably qualified ecologist shall check the areas concerned immediately prior to the clearance works to ensure that no nesting or nest-building birds are present. If any nesting birds are present then the vegetation shall not be removed until the fledglings have left the nest.

REASON: All wild birds, their nests and young are protected during the nesting period under The Wildlife and Countryside Act 1981 (as amended).

- 5 Prior to first occupation of the development a plan showing details of bird and bat box locations and types and indication of species to be accommodated including at least two specific nest boxes for black redstarts shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan 2015 and Camden Planning Guidance 2015 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy



- 6 No development shall take place until a Landscape and Habitat plan including planting schedules and an ecological management plan has been submitted to the Local Planning Authority and approved in writing. Such details shall include details of proposals for the enhancement of biodiversity, with particular reference to bats. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan 2015 and Camden Planning Guidance 2015 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 7 Prior to the end of the next available planting season, replacement tree planting shall be carried out in accordance with details of replanting species, position, date and size, where applicable, that have first been submitted to and approved by the local planning authority in writing.

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

- 8 Prior to the relevant part of the works commencing, details demonstrating how trees to be retained on site shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Design, Demolition and Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 9 All tree work shall be carried out in accordance with the relevant recommendations of British Standard 3998: 2010. (Recommendation for Tree Work)

Reason: To ensure the preservation of the amenity value and health of the trees in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.





- 10 The relevant part of the works shall not take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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

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

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 12 A) No development shall take place until the applicant (or their heirs and successors in title) has secured the implementation of a programme of archaeological investigation in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the local planning authority in writing.  
B) No development or demolition shall take place other than in accordance with the Written Scheme of Investigation approved under Part (A).  
C) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (A), and the provision made for analysis, publication and dissemination of the results and archive deposition has been secured.

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



- 13 Before occupation, details of cycle storage for 18x cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

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

Informative(s):

- 1 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ. (tel: 020-7974 6941).
- 3 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 4 The written scheme of investigation will need to be prepared and implemented by a suitably qualified archaeological practice in accordance with English Heritage Greater London Archaeology guidelines. It must be approved by the planning authority before any on-site development related activity occurs.
- 5 Planning permission does not guarantee that highways works will be implemented as such works are subject to further detailed design, consultation and approval by the Highway Authority.

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



Yours faithfully

Supporting Communities Directorate

**DRAFT**

**DECISION**

