

DATED 12 SEPTEMBER 2016

(1) THE HOXTON (HOLBORN) LIMITED

and

(2) BARCLAYS BANK PLC

and

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

**A G R E E M E N T**  
relating to land known as  
The Hoxton, 199-206 High Holborn, London WC1V 7BD  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

1781.633



THIS AGREEMENT is made the 12<sup>TH</sup> day of SEPTEMBER 2016

**B E T W E E N:**

- i. **THE HOXTON (HOLBORN) LIMITED** (Co. Regn. No. 8207455) whose registered office is at 4<sup>th</sup> Floor, 159 St. John Street, London EC1V 4QJ (hereinafter called "the Owner") of the first part
- ii. **BARCLAYS BANK PLC** (Co. Regn. No. 1026167) of 1 Churchill Place, London E14 5HP (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL852396, subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 15 October 2015 and the Council resolved to grant permission conditionally under reference number 2015/5788/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL852396 and dated 19 August 2015 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway

network including (but not limited to):-

- i. a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Property and the building out of the Development;
- ii. proposals to ensure the protection and preservation of the listed building during the construction phase;
- iii. proposals to ensure there are no adverse effects on the Conservation Area features;
- iv. amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- v. 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);

- vi. the inclusion of a waste management strategy for handling and disposing of construction waste; and
  - vii. identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time.
- 2.5 "the 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
- 2.6 "the Development" Erection of a single storey side extension fronting Newton Street, containing office and meeting room associated with existing Hotel (C1 Use Class) and publically accessible Café (A3 Use Class) to operate between the hours of 8am-7:30pm Monday-Saturday 10am-7:30pm Sunday as shown on drawing numbers 262.EX.01; EX.02; EX.20; GA.01 B; GA.02 A; GA.20; GE.01 A; GE.02A; GE.03 A; GS.01 A
- 2.7 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.8 "the Highways Contribution" the sum of £11,278 (eleven thousand, two hundred and seventy eight 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 carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- a) resurfacing the footways adjacent to the Property; and
- b) any other works the Council acting reasonably considers necessary as a direct result of the Development

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

2.9 "Hotel Management Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property to include (but not limited to) the following:

- a) a code of conduct to be made available to occupiers of the Property setting out the standards by which the occupiers of the Property are expected to conduct themselves both within the Property and the local area with a view to promote awareness of the need to ensure that both customer and staff behaviour both on and off the Property causes minimum impact on or disruption to local

residents (including signage/information to promote customer and staff awareness);

- b) provision of a designated community contact in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible point of reference if local residents wish to raise any issues;
- c) details of the use and management of the extended ancillary areas including any private hire arrangements;
- d) any further information the Council may reasonably require.

2.10 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.11 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.12 "the Parties"

mean the Council the Owner and the Mortgagee

2.13 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 15 October 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/5788/P subject to conclusion of this Agreement



- 2.14 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.15 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.16 "the Property" the land known as 199-206 High Holborn, London WC1V 7BD the same as shown shaded grey on the plan annexed hereto
- 2.17 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.18 "the Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Property securing the minimisation of service vehicle and damage to amenity from such servicing and deliveries which shall include inter alia the following:-
- a) a requirement for delivery and servicing vehicles to load/unload from a specific suitably located area;
  - b) details of the person/s responsible for directing and receiving deliveries to the Property;
  - c) no vehicular service deliveries or collections to or from the Property shall take place outside of the hours 07:30 – 18:00 Monday to Friday and 08:00 –

18:00 Saturday and Sunday;

- d) measures to avoid a number of delivery vehicles arriving at the same time;
- e) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- f) likely nature of goods to be delivered;
- g) the likely size of the delivery vehicles entering the Property;
- h) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements
- i) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- j) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- k) details of arrangements for refuse storage and servicing; and
- l) 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

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 HIGHWAYS CONTRIBUTION**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.1.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.1.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.1.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans (such approval not to be unreasonably withheld or delayed).
- 4.1.5 Within 3 months of occupation of the Development the Council shall notify the Owner in writing whether the Highway Works are necessary and in the event the Highway Works are not necessary or in the absence of notification the Council shall repay the Highways Contribution to the Owner (with interest accrued if any).
- 4.1.6 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate (provided the Council acts reasonably).
- 4.1.7 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") being the reasonable sum expended by the Council in carrying out the Highway Works.
- 4.1.8 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.

- 4.1.9 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

## **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 (such approval not to be unreasonably withheld or delayed) as demonstrated by written notice to that effect.
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that it has used all reasonable endeavours to minimise the possible impact on and disturbance to the surrounding environment and highway network and carry out the Construction Phase of the Development safely.
- 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 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 HOTEL MANAGEMENT PLAN**

- 4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Hotel Management Plan.
- 4.3.2 Not to Implement nor permit Implementation until the Hotel Management Plan has been approved by the Council (such approval not to be unreasonably withheld or delayed) as demonstrated by written notice to that effect.

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

#### **4.4 SERVICE MANAGEMENT PLAN**

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

4.4.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan (such approval not to be unreasonably withheld or delayed) as demonstrated by written notice to that effect.

4.4.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

#### **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 2015/5788/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 £500 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/5788/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.8 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2015/5788/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 is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

6. **IT IS HEREBY AGREED AND DECLARED** by the 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 2015/5788/P and in the case of



any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 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 Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner in relation to any parts of the Property over which it has a legal charge but not further or otherwise.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

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

CONTINUATION OF SECTION 106 AGREEMENT FOR THE HOXTON, 199-206 HIGH  
HOLBORN, LONDON WC1V 7BD

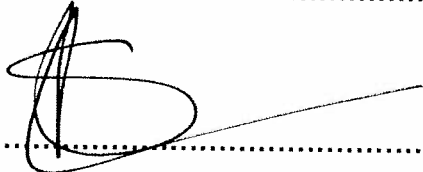
THE COMMON SEAL OF/  
EXECUTED AS A DEED BY  
THE HOXTON (HOLBORN) LIMITED  
was hereunto affixed  
in the presence of:-/  
acting by a Director and its Secretary  
or by two Directors

)  
)  
)  
)  
)  
)  
)



.....  
*CHARLES OAKSHOTT*

Director



.....  
Director/Secretary

EXECUTED as a Deed  
By BARCLAYS BANK PLC  
by  
in the presence of:-

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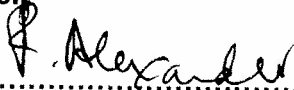


.....  
*YUSUF AHMED LYBLUF*



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

)  
)  
)  
)



.....  
Authorised Signatory



**THE FIRST SCHEDULE**  
**Pro Forma**  
**Construction Management Plan**

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

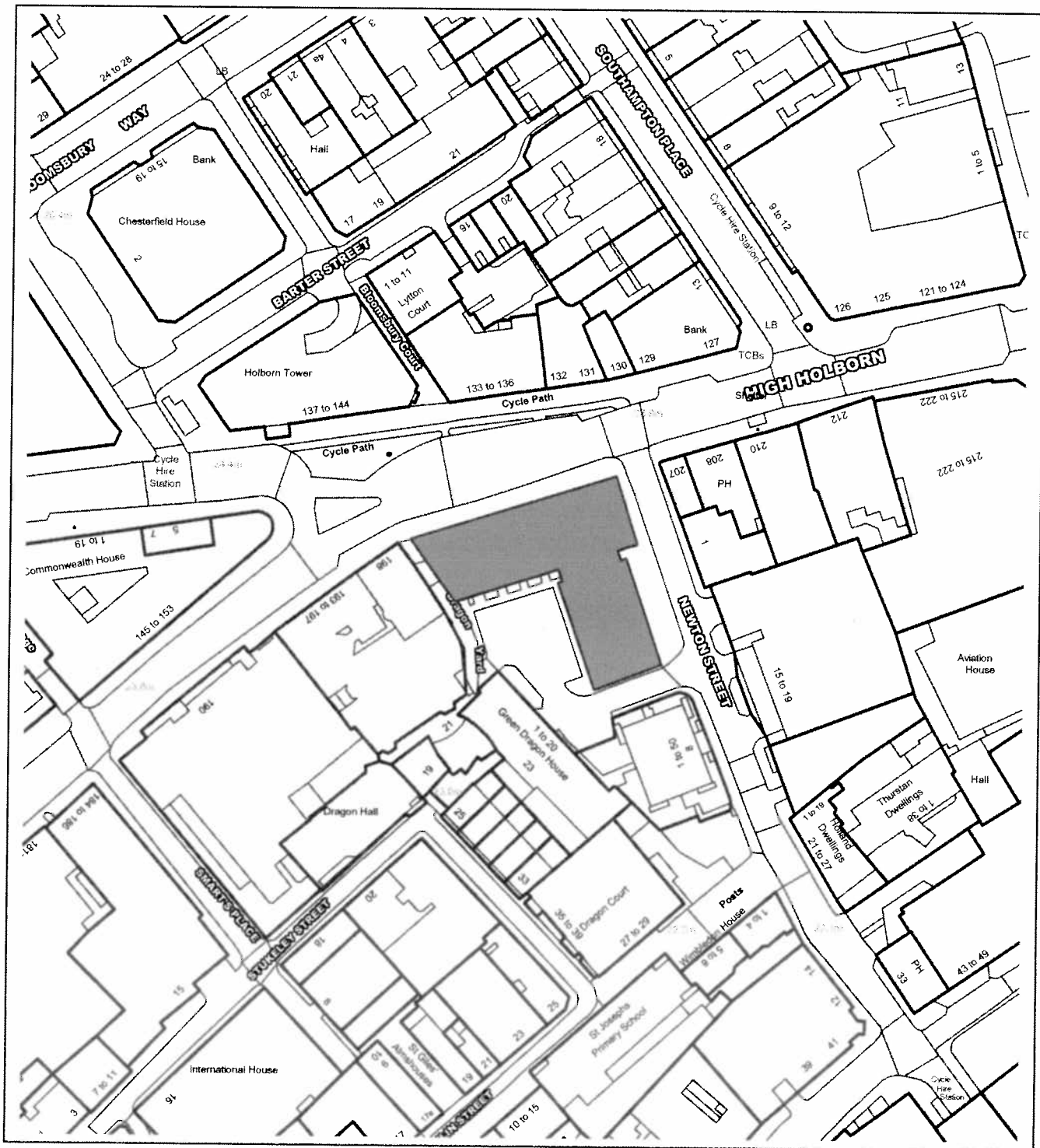
<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

**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**

*Ch. Cro*      *R. Alexander* *B*

# The Hoxton, 199-206 High Holborn, London WC1V 7BD



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DP9 Ltd  
100 Pall Mall  
London  
sw1y5nqApplication Ref: **2015/5788/P**

22 July 2016

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:

**Hoxton Hotel**  
**199-206**  
**High Holborn**  
**London**  
**WC1V 7BD**

Proposal:

**DECISION**

Erection of a single storey side extension fronting Newton Street, containing office and meeting room associated with existing Hotel (C1 Use Class) and publically accessible Café (A3 Use Class) to operate between the hours of 8am-7:30pm Monday-Sunday  
Drawing Nos: 262.EX.01; EX.02; EX.20; GA.01 B; GA.02 A; GA.20; GE.01 A; GE.02A; GE.03 A; GS.01 A; Noise Impact Assessment 28th September 2015 (Revision 1).

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 The use hereby permitted shall not be carried out outside the following times 8am-7:30pm Mondays to Sundays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 3 Prior to the first use of the premises for the A3 use hereby permitted, full details of a scheme for ventilation, including manufacturers specifications, noise levels and attenuation, shall be submitted to and approved by the Local Planning Authority in writing. The use shall not proceed other than in complete accordance with such scheme as has been approved. All such measures shall be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP12, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The development hereby permitted shall be carried out in accordance with the following approved plans 262.EX.01; EX.02; EX.20; GA.01 B; GA.02 A; GA.20; GE.01 A; GE.02A; GE.03 A; GS.01 A; Noise Impact Assessment 28th September 2015 (Revision 1).

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

- 5 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIB of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's health and wellbeing) of the London Borough of Camden Local Development Framework Core Strategy and policies DP32 (Air quality and Camden's Clear Zone) and DP22 (Promoting sustainable design and



construction) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 4 You are reminded that the site is in a relatively residential area and as such to avoid light pollution affecting residential amenity, the kiosk lighting should be dimmed or switched off at a reasonable hour, as close to closing time as possible.
- 5 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.
- 6 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 7 Your attention is drawn to the need for compliance with the requirements of the Environmental Health regulations, Compliance and Enforcement team, [Regulatory Services] Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020 7974 4444) particularly in respect of arrangements for ventilation and the extraction of cooking fumes and smells.
- 8 You are advised that condition 2 means that no customers shall be on the premises and no noise generating activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.
- 9 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Environment Services (Recycling) on 0207 974 6914/5 or on the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.

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

Yours faithfully

Culture and Environment Directorate



DATED 12 SEPTEMBER 2016

(1) THE HOXTON (HOLBORN) LIMITED

and

(2) BARCLAYS BANK PLC

and

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

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

relating to land known as

The Hoxton, 199-206 High Holborn, London WC1V 7BD  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

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