

DATED

20 January

2016
~~2015~~

(1) UNIVERSITY COLLEGE LONDON HOSPITALS NHS FOUNDATION TRUST

and

(2) UNIVERSITY COLLEGE LONDON

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

**Former Royal Ear Hospital and Former Student Union Building
Capper Street / Huntley Street
London
WC1 E 6AP**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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CLS/PK/1781.153 (final)

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THIS AGREEMENT is made the 20 day of January 2016²⁰¹⁵ *AK*

BETWEEN:

1. **UNIVERSITY COLLEGE LONDON HOSPITALS NHS FOUNDATION TRUST** of 250 Euston Road, London, NW1 2PG (hereinafter called "the First Freeholder") of the first part
2. **UNIVERSITY COLLEGE LONDON** incorporated by Royal Charter with company number RC00631 in the United Kingdom whose principal address is Gower Street, London, WC1E 6BT (hereinafter called "the Second Freeholder") of the second part
3. **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

WHEREAS

- 1.1 The First Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part of the Property under title numbers 303109 and NGL918066 and the leasehold proprietor with title absolute of part of the Property under title number NGL918270.
- 1.2 The Second Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part of the Property under Title Number NGL558568.
- 1.3 The First Freeholder is the freehold owner and the leasehold owner of part of the Property and the Second Freeholder is the freehold owner of part of the Property and the First Freeholder and the Second Freeholder are interested in the Property for the purposes of Section 106 of the Act.
- 1.4 The First Freeholder and the Second Freeholder are hereinafter collectively known as "the Owner".

- 1.5 The Planning Application for the Development of the Property was submitted to the Council and validated on 2nd March 2015 and the Council resolved to grant permission conditionally under reference number 2015/1281/P subject to conclusion of this legal Agreement.
- 1.6 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.
- 1.7 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.
- 1.8 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 "Blue Badge" the scheme under Section 21 of the Chronically Sick and Disabled Persons Act 1970 permitting disabled persons to park without charge or time limit in otherwise restricted on-street parking areas
- 2.4 "Blue Badge Permits

Dispensation”

the scheme operated by the Owner (by agreement of the Council) in relation to the UCLH Trust Estate permitting the dispensation of parking restrictions of the Green Badge Controlled Areas for holders of a Blue Badge

2.5 “Blue Badge Permits Dispensation Management Plan”

a plan to be prepared by the Owner for submission by the Owner to the Council for approval by the Council demonstrating a range of measures to secure the effective management of the Blue Badge Permits Dispensation to include options (including consideration of capping the number of dispensations issued by the Owner under the Blue Badge Permits Dispensation) for such effective management of parking permits issued by the Owner and FURTHER to provide evidence that in formulating such options the Owner has taken in to account:

- (i) the Council’s planned improvements to promote and support sustainable modes of transport in the vicinity of the UCLH Trust Estate (including all known UCLH Trust future expansion) and the Development;
- (ii) all ongoing, emerging and proposed development by the Owner at and in the vicinity of the Development and the UCLH Trust Estate; and
- (iii) all ongoing, emerging and proposed (so far as known to the Owner) development by other persons at and in the vicinity of the Development and the UCLH Trust Estate

- 2.6 "the Burland Category of Damage" an industry recognised category of structural damage as specified at para 3.29 of Camden Planning Guidance 4: Basements and lightwells (as amended from time to time) and shown in the First Schedule annexed hereto
- 2.7 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.8 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to the 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 (including the cumulative effects of development schemes concurrently under construction and planned at the UCLH Trust Estate and the development scheme known as "the West End Project" and in connection with University College London) and impacts arising from the building out of the Development to include a complaints

procedure and a procedure for resolving such complaint;

- (ii) incorporation of the provisions set out in the Council's construction management plan pro forma at Second Schedule annexed hereto;
- (iii) proposals to ensure the protection and preservation of the neighbouring locally listed buildings during the Construction Phase;
- (iv) proposals to ensure there are no adverse effects on the conservation area features;
- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures of construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time;

- (ix) measures to ensure liaison with the Council's Highways Department;
- (x) evidence that the Owner has consulted the Community Working Group on the contents of the plan prior to submission of the plan to the Council; and
- (xi) a statement summarising all representations received by the Owner pursuant to the consultation under sub-clause 2.8(xi) hereof

2.9 "the Construction Phase"

the whole period between

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

2.10 "Community Working Group"

(subject to the provisions of Clauses 4.5 and 4.6 hereof) a community working group invited by the Owner (and upon acceptance of such invitation) established by the Owner to address any concerns of neighbouring residents of the Property in respect of the Development comprising elected councillors for Bloomsbury ward and no fewer than six (6) residents

2.11 "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

2.12 "Commencement of Demolition" the date of which any works forming part of the Demolition Works (being part of the Development) begins to be carried out at the Property and references to "Commencement" and "Commence" shall be construed accordingly

2.13 "Demolition Works" works for the demolition of the existing buildings and subsequent clearance of the resulting materials at the Property such works being part of the Development

2.14 "Demolition Works Management Plan" a plan to be prepared by the Owner for submission by the Owner to the Council for approval by the Council setting out the measures that the Developer will adopt in undertaking the Demolition Works (being part of the Development) at the Property using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Demolition Works 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 the 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 (including the cumulative effects of development schemes concurrently under construction and planned at the UCLH Trust Estate and the development scheme known as "the West End Project) and impacts arising

from the building out of the Development to include a complaints procedure and a procedure for resolving such complaint;

- (ii) incorporation of the provisions set out in the Second Schedule annexed hereto;
- (iii) proposals to ensure the protection and preservation of the neighbouring locally listed buildings during the Demolition Works;
- (iv) proposals to ensure there are no adverse effects on the conservation area features;
- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures of construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time;

- (ix) evidence that the Owner has consulted and liaised with other contractors carrying out works in the vicinity of the Development;
- (x) evidence that the Owner has engaged with and consulted the Community Working Group on the contents of the plan prior to submission of the plan to the Council; and
- (xi) a statement summarising all representations received by the Owner pursuant to the consultation under sub-clause 2.14(xi) hereof

**2.15 "Detailed Basement
Construction Plan"**

a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the documents entitled "Basement Impact Assessment (BIA)" by Clarke Nicholls Marcel, Structural Condition Survey Report by Clarke Nicholls Marcel (included within the Heritage Appraisal) and "Basement Impact Assessment (Screening and Scoping)" by RSK dated November 2014 and "Basement Impact Assessment (incorporating ground movement analysis Ref: UK14046-

R01_4" by OTB Engineering dated 17th February 2015 submitted with the Planning Application and to include the following key stages:-

(i) the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Basement Design Engineer") AND for details of the appointment to be submitted to the Council for written approval (and the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance); and

(ii) the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:-

(a) that the design plans have been undertaken in accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and

(b) that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond "very slight" with reference to the Burland Category of Damage; and

(c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (1) - (7) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;

(1) ~~reasonable~~ ^{all necessary precautions} endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);

(2) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with

appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;

(3) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;

(4) the Basement Design Engineer to be retained throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;

(5) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground

water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);

(6) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and,

(7) amelioration and monitoring measures of demolition and construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and 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.

(iii) the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Certifying Engineer") (from the same company as the Basement

Design Engineer if the Owner so thinks fit) and for details of the appointment of the Certifying Engineer to be submitted to the Council for written approval in advance; and,

(iv) for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (1) - (7) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.

(v) only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in accordance with the terms and clauses of this Agreement.

(vi) The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees

to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan

2.16 "the Development"

erection of a 6 storey building and excavation works to create a 3 storey basement, comprising a head and neck outpatient hospital (Class D1) following demolition of the former UCL Student Union and Royal Ear Hospital buildings. as shown on drawing numbers A1001 Existing Location Plan rev2, A1002 Existing Site Location Plan rev4 , A1003 Existing Survey Plan rev3 , A1101 Proposed Masterplan rev4 , A1102 Proposed Urban Plan rev7 , A1010 Existing Site Plans - Lower Ground rev3, A1011 Existing Site Plans - Ground Floor rev3 , A1012 Existing Site Plans - Level 1 rev3 , A1013 Existing Site Plans - Level 2 rev3 , ,A1014 Existing Site Plans - Level 3 rev3 , A1015 Existing Site Plans - Level 4 rev4 , A1016 Existing Site Plans - Roof Level revA1 , A9021 Clinical Stacking Diagram rev4 , A2021 Proposed General Arrangement Plans - Basement B3 rev4 , A2022 Proposed General Arrangement Plans - Basement B2 rev4 , A2023 Proposed General Arrangement Plans - Basement B1 rev5 , A2024 Proposed General Arrangement Plans - Ground Floor rev10 , A2025 Proposed General Arrangement Plans - Level 1 rev6 , A2026 Proposed General Arrangement Plans - Level 2 rev6, A2027 Proposed General Arrangement Plans - Level 3 rev7,A2028 Proposed General Arrangement Plans - Level 4 rev7, A2029 Proposed General Arrangement Plans - Level 5 rev7, A2030

Proposed General Arrangement Plans - Level 6 rev8, A2031 Proposed General Arrangement Plans - Roof Level rev9, A8000 Generic Typical Floor Plan rev6,A8001 Ground Floor Plan rev7, A8002 Roof Plan rev4, A1400 Sections - Keyplan rev3, A1401 Existing Site Section A-A rev4, A1402 Existing Site Section B-B rev4, A1403 Existing Site Section C-C rev4, A1404 Existing Site Section D-D rev3, A5000 Sections - Keyplan A2 rev6, A5001 Proposed Section A-A rev6, A5002 Proposed Section B-B rev, A5003 Proposed Section E-E rev6, A5004 Proposed Section C-C rev5, A5005 Proposed Section D-D rev5, A1300 Elevations – Keyplan rev3, A1301 Existing Contextual Elevations A1 rev3,A1302 Existing Elevation A-A A1 rev3, A1303 Existing Elevation B-B A1 rev2, A1304 Existing Elevation C-C A1 rev2, A1320 Elevations - Keyplan A2 rev5, A1321 Proposed Contextual Elevations rev6, A1322 Proposed Elevation A-A rev5, A1323 Proposed Elevation B-B rev5, A1324 Proposed Elevation C-C rev4, A5101 Typical Bay A - Huntley Street rev3, A5102 Typical Bay B - Huntley Street rev2, A5103 Typical Bay C - Shropshire Place rev3, A5104 Typical Bay D - Capper street rev2,A9001 CGI 01- Aerial View rev4, A9002 CGI 02- Huntley Street towards Gordon Mansions rev2, A9003 CGI 03- Huntley Street towards Cancer Centre rev3, A9004 CGI 04- Interior View rev4

2.17 “the Energy Efficiency and Renewable Energy Plan”

the 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:-

- (i) incorporation of the measures set out in the submission document entitled "BREEAM Planning Report" by Arup dated February 2015 and document entitled "Energy Strategy" by Arup dated February 2015;
- (ii) details of how the Owner will further reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use reasonable endeavours to target a reduction of at least 12.1% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (iv) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (v) measures to enable future connection to a local energy network at the boundary of the Property;
- (vi) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect

of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;

- (vii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (viii) 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

2.18 "First Approval in Principle Application"

an application to the Council's Highways Structural team for an approval in principle relating to any interim works to be carried out by the Owner during the Demolition Works and (if required in the reasonable opinion of the Council) any highway works (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the

interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Demolition Works and the subsequent period prior to the Construction Phase

2.19 "First Approval in Principle Contribution"

the sum of £4,500 (four thousand five hundred pounds) to be applied by the Council in event of receipt towards the cost of the assessment by the Council's Highways Structural team of the First Approval in Principle Application

2.20 "the Gray's Inn Road Site"

the land known as The Eastman Dental Hospital, 256 Gray's Inn Road, London, WC1 8LD as shown edged red on the plan at the Third Schedule annexed hereto

2.21 "Green Badge"

a permit issued by the Council permitting disabled persons to park without charge or time limit in otherwise restricted on-street parking areas

2.22 "Green Badge Controlled Areas"

on-street parking areas of the highway network in the vicinity of the Development having parking restrictions and where a Blue Badge is valid only when displayed with a Green Badge

2.23 "the Highway Works Contribution"

the sum of £160,882 (one hundred and sixty thousand eight hundred and eighty-two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out the Highway Works

2.24 "the Highways Plan"

the plan annexed hereto at the Ninth Schedule

2.25 "the Highways Works"

the works to be carried out within the area shown dotted red on the Highways Plan to include:

- (i) to repave the footways adjacent to the Property on Huntley Street and Capper Street;
- (ii) to repave the footway directly opposite the Property on Huntley Street;
- (iii) resurfacing of the carriageway of Huntley Street and Capper Street adjacent to the Property;
- (iv) (subject to the requisite consultation exercises being carried out satisfactorily) to upgrade the surface of Shropshire Place to a more shared surface finish; and
- (v) any other works required as a direct result of the Development (such works being considered necessary by the Council)

2.26 "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 the Demolition Works and references to "Implementation" and "Implement" shall be construed accordingly

2.27 "King's Cross Construction Skills

Centre”	the Council’s flagship skills construction training centre providing advice and information on finding work in the construction industry
2.28 “the Level Plans	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.29 “Local Procurement Code”	the code annexed at the Fourth Schedule hereto
2.30 “Neighbouring Properties”	the properties on Huntley Street and Capper Street located within close proximity of the Property
2.31 “Occupation Date”	the first date when any part of the Development is occupied and the phrases “Occupy”, “Occupied” and “Occupation” shall be construed accordingly
2.32 “the Off-Site Sustainability Measures Contribution”	the sum of £224,100 (two hundred and twenty-four thousand one hundred 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 towards off-site carbon reduction measures in the vicinity of the Development
2.33 “the Parties”	the Council and the Owner
2.34 “Patient Transport Service”	a service providing pre-planned non-emergency vehicular transport for patients
2.35 “Patient Transport Service	

Impact Plan"

a plan to be prepared by the Owner for submission by the Owner to the Council for approval by the Council demonstrating the effective management of the Patient Transport Service at and in the vicinity of the Development and the UCLH Estate such plan to include those matters as set out at the Tenth Schedule annexed hereto (or as otherwise agreed in writing by the Council)

**2.36 "Patient Transport Service
Impact Plan Monitoring Fee"**

the sum of £3,001 (three thousand and one pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review of the of the Patient Transport Service Impact Plan

2.37 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 2nd March 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/1281/P subject to conclusion of this Agreement

**2.38 "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

2.39 "the Planning

Permission"

a planning permission granted for the Development substantially in the draft form at the Fifth Schedule annexed hereto

2.40 "the Project Architect"

an architect experienced in the design of high quality and contextually responsive façades and recognised as having exceptional ability in delivering the high quality detailing and package information to be retained by the Owner to provide the detailed design information relating to the external envelope throughout the post-planning Royal Institute British Architects stages and the identity of such architect to be agreed in writing by the Council

2.41 "the Property"

the land known as the vacant site adjacent to Former Royal Ear Hospital and Former Student Union Building, Capper Street / Huntley Street, London, WC1 E 6AP the same as shown edged red on the plan at the Sixth Schedule annexed hereto.

2.42 "the Pedestrian, Cycling and Environmental Works Contribution"

the sum of £240,000 (two hundred and forty 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 in event of receipt for the carrying out of the Pedestrian, Cycling and Environmental Works

2.43 "the Pedestrian, Cycling and Environmental Works

pedestrian, cycling and environmental works in the vicinity of the Development and 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 undertaker's works and excludes any statutory undertaker's costs to include:

- (i) proposals to support the introduction of a contra-flow cycle lane along Huntley Street;
- (ii) proposals to widen the western footway adjacent to the Property and any associated traffic management order changes relating to parking impacts;
- (iii) associated public realm improvements including but not limited to upgraded lighting, tree planting, seating and raised carriageway to footway level; and
- (iv) preparation and submission to the Council for approval of a feasibility study to review access and potential for changes to existing traffic management orders including but not restricted to:
 - (a) the installation of double yellow lines on Huntley Street adjacent to the new building; and
 - (b) after-hours access to Capper Street at the junction with Tottenham Court Road

2.44 "the Public Highway"

any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.45 "Second Approval in Principle Application"

an application to the Council's Highways Structural team for an approval in principle of the

construction of the basement and (if required in the reasonable opinion of the Council) any highway works (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter

2.46 "Second Approval in Principle Contribution"

the sum of £4,500 (four thousand five hundred pounds) to be applied by the Council in event of receipt towards the cost of the assessment by the Council's Highways Structural team of the Second Approval in Principle Application

2.47 "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 Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (i) number of delivery vehicles arriving each day which shall not exceed nine (9) where such vehicles have a weight of 7.5 tonnes or more

- (ii) a requirement for delivery vehicles to unload from a specific suitably located off-street area;
- (iii) details of the person/s responsible for directing and receiving deliveries to the Property;
- (iv) measures to avoid a number of delivery vehicles arriving at the same time;
- (v) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (vi) likely nature of goods to be delivered;
- (vii) the likely size of the delivery vehicles entering the Property;
- (viii) mitigation measures to include silencing of reversing white-noise beepers to ensure mitigation of noise and disturbance to local residents arising from out-of-hours servicing;
- (ix) 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;
- (x) 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;

- (xi) 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;
- (xii) details of arrangements for refuse storage and servicing; and
- (xiii) 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

2.48 "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) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving at least Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (ii) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the

Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

- (iii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.49 "The Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (i) the elements set out in the Seventh Schedule hereto;
- (ii) 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;
- (iii) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;

- (iv) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (ii) 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;
- (v) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and
- (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

2.50 "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 process of continuous improvement

2.51 "the Travel Plan Monitoring Contribution"

the sum of £6,002 (six thousand and two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review of the Owner's Travel Plan over a five (5) year period from the date of first Occupation of the Development

2.52 "the UCLH Trust Estate" all of the land and buildings in the ownership of the First Freeholder as identified shaded red on the plan at the Eighth Schedule annexed hereto but excluding the Property

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.

3.8 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.

3.9 Where any consent approval acknowledgement or expression of satisfaction is required from any of the Parties pursuant to the provisions of this Agreement such consent approval acknowledgement or expression of satisfaction will not be unreasonably withheld or delayed.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **APPROVAL IN PRINCIPLE**

4.1.1 On or prior to the Commencement of Demolition to:-

- (a) submit the First Approval in Principle Application; and
- (b) pay to the Council the First Approval in Principle Contribution

4.1.2 Not to Commence Demolition or permit Commencement of Demolition of any part of the Development until such time as:

- (a) the Council has approved the First Approval in Principle Application as demonstrated by written notice to that effect; and
- (b) the Council has received the First Approval in Principle Contribution in full.

4.1.3 On or prior to the Implementation Date to:-

- (a) submit the Second Approval in Principle Application; and
- (b) pay to the Council the Second Approval in Principle Contribution

4.1.4 Not to Implement or permit Implementation of the Development of any part of the Development until such time as:

- (a) the Council has approved the Second Approval in Principle Application as demonstrated by written notice to that effect; and
- (b) the Council has received the Second Approval in Principle Contribution in full.

4.2 **BLUE BADGE PERMITS DISPENSATION MANAGEMENT PLAN**

4.2.1 Not later than three (3) months prior to the Occupation Date to submit to the Council the draft Blue Badge Permits Dispensation Management Plan for approval

4.2.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Blue Badge Permits Dispensation Management Plan as demonstrated by written notice to that effect

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Blue Badge Permits Dispensation Management Plan unless the Owner demonstrates to the Council's reasonable satisfaction that the Blue Badge Permits Dispensation Management Plan can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.2.4 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Blue Badge Permits Dispensation 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 Blue Badge Permits Dispensation Management Plan

4.3 **DEMOLITION MANAGEMENT PLAN**

4.3.1 Not later than one (1) month prior to the Commencement of Demolition to provide the Council for approval a draft Demolition Management Plan.

4.3.2 Not to Commence or allow Commencement of the Demolition Works until such time as the Council has approved the Demolition Management Plan as demonstrated by written notice to that effect.

4.3.3 The Owner acknowledges and agrees that the Council will not approve the Demolition Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Demolition Works can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.3.4 To ensure that the Demolition Works shall not be carried out otherwise than in strict accordance with the requirements of the Demolition Management Plan and not to permit the carrying out of any works comprised in demolition at any time when the requirements of the Demolition Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.4 **CONSTRUCTION MANAGEMENT PLAN**

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

4.4.2 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.

4.4.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.4.4 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 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 upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.5 **COMMUNITY WORKING GROUP**

Prior to the preparation and submission of the Construction Management Plan and the Demolition Management Plan to:

4.5.1 send to each councillor for the ward of Bloomsbury a written invitation requesting the councillor to become a member of the Community Working Group and for one of the councillors to act as chairperson

4.5.2 send to all properties in the vicinity of the Development (as identified by the chairperson) and to all persons who submitted representations to the Council in response to being notified of the Planning Application a written invitation to occupiers of such properties inviting that occupier (or occupiers) to become a member of the Community Working Group

4.5.3 in any invitation sent under this clause 4.5 (Community Working Group) to include

- (i) contact details of the person appointed by the Owner to liaise (on behalf of the Owner) with neighbouring residents and local ward councillors; and
- (ii) details of the purpose of the Community Working Group and the anticipated timetable for meetings of the Community Working Group

4.6 COMMUNITY WORKING GROUP CONSULTATION

For the purposes of the preparation and submission of the Construction Management Plan and the Demolition Management Plan the following procedure shall apply:

4.6.1 The Owner shall prepare a first draft plan and send such draft to the Community Working Group for comments.

4.6.2 From the date of the first draft plan being sent to the Community Working Group by the Owner in accordance with sub-clause 4.6.1 hereof a consultation period of not less than fourteen (14) days shall commence during which period the Community Working Group may make representations on the draft plan and or meet with the Owner to clarify matters.

4.6.3 The Owner shall take account of any representations made by (or on behalf of) the Community Working Group with regard to the proposed plan including any suggested amendments.

4.6.4 In the conduct of any meetings between the Owner (or any person acting on behalf of the Owner) and the Community Working Group then accurate minutes will be taken by the Owner and agreed with the councillors of the Community Working Group.

- 4.6.5 The Owner shall ensure that an appointed representative or consultant (being authorised by the Owner to act on behalf of the Owner) will be available to meet within such fourteen (14) day period upon not less than 3 working days' notice of a written request from the Community Working Group to discuss any aspect of the proposed plan and to explore alternative options acceptable to the Owner and the Community Working Group.
- 4.6.6 At any time prior to expiration of the fourteen (14) day consultation period the Owner and the Community Working Group may by agreement extend the fourteen (14) day period.
- 4.6.7 Within seven (7) days of the expiration of such fourteen (14) day consultation period (or such period as may have been so extended by mutual agreement) the Owner shall submit the proposed plan to the Council and on the same day provide a copy to the Community Working Group.
- 4.6.8 Such submission to the Council under Clause 4.6.7 shall include copies of all relevant correspondence with the Community Working Group and minutes of meetings with details of changes to the proposed plan made as a result of such consultations and details of the Owner having taken account of the representations made by the Owner and for the avoidance of doubt to include reasons why the Owner has not accepted any changes requested by the Community Working Group.
- 4.6.9 Within a reasonable period the Council shall carry out any further consultations it considers necessary with regard to the relevant plan and notify the Owner of the Council's recommendations following the expiration of any such consultation period
- 4.6.10 The Owner may then and within fourteen (14) days of such receipt of such recommendations amend the proposed plan and submit the same to the Council for approval and for the avoidance of doubt where the Owner submits the proposed plan to the Council the Owner must on the same day provide a copy of the proposed amended plan to the Community Working Group.

4.7 DETAILED BASEMENT CONSTRUCTION PLAN

- 4.7.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.
- 4.7.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.
- 4.7.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan until such time as the Owner demonstrates to the Council by way of providing to the Council written certification (to include an audit of all technical findings) by an independent suitably qualified engineer from a recognised relevant professional body such engineer to be appointed by the Owner (at no expense to the Council) and such appointment to be agreed in advance by the Council such written certification to demonstrate to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will control ground movements such that impact on the Neighbouring Properties is limited to "very slight" in accordance with the First Schedule annexed hereto.
- 4.7.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.
- 4.7.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.

4.8 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.8.2 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.
- 4.8.3 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.
- 4.8.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.9 HIGHWAYS

- 4.9.1 On or prior to the Commencement of Demolition to:-
- (i) pay to the Council in full the Highway Works Contribution and the Pedestrian, Cycling and Environmental Works Contribution; and
 - (ii) submit to the Council for approval the Level Plans.
- 4.9.2 Not to Commence Demolition or to allow Commencement of Demolition until such time as the Council has:-
- (i) received in full the Highway Works Contribution and the Pedestrian, Cycling and Environmental Works Contribution; and
 - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.9.3 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 undertaker's works and that the Highways Works Contribution and the Pedestrian,

Cycling and Environmental Works Contribution excludes any statutory undertaker's costs.

- 4.9.4 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.
- 4.9.5 To ensure that the ground levels of the forecourt area of the Development shall match the public highway levels and to install a drainage system so as to ensure that surface water shall not run onto the public highway.
- 4.9.6 If the Certified Sum exceeds the Highway Works Contribution then the Owner shall within fourteen days (14) of the issuing of the said certificate pay to the Council the amount of the excess.

4.10 LOCAL EMPLOYMENT

- 4.10.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 20% of the workforce is comprised of residents of the London Borough of Camden.
- 4.10.2 In order to facilitate compliance with the requirements of sub-clause 4.10.1 hereof the Owner shall use reasonable endeavours to work in partnership with (a) King's Cross Construction Skills Centre; and (b) take the following specific measures to ensure:-
- (i) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction Skills Centre;
 - (ii) that prior to any advertisement or notice being placed with any advertising or employment agency or similar organisation for a period of at least one (1) week the King's Cross Construction Skills Centre is notified of all vacancies arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;

- (iii) that at all times during the Construction Phase no less than eleven (11) work placements shall be provided at the Development always ensuring each work placement (as the case may be) shall be:-
 - (a) recruited through the King's Cross Construction Skills Centre;
 - (b) placed for a period of not less than 2 weeks; and
 - (c) paid at a rate not less than the national minimum wage.
- (iv) that King's Cross Construction Skills Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (a) what skills and employment are needed through the life of the programme, and (b) 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
- (v) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by Kings Cross Construction Skills Centre and employed during the Construction Phase.

4.10.3 The Owner shall use reasonable endeavours to ensure that at all times during the Construction Phase no less than seventeen (17) construction industry apprentices shall be employed at the Development always ensuring each apprentice and/or trainee (as the case may be) shall be:-

- (i) recruited through the Kings Cross Construction Skills Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage.

4.10.4 Pursuant to Clause 4.10.3 hereof the Owner shall pay to the Council the sum of £1,700 (one thousand seven hundred pounds) for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment.

4.10.5 During the Construction Phase the Owner shall use reasonable endeavours to 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 the Kings Cross Construction Skills Centre.

4.11 LOCAL PROCUREMENT

4.11.1 Prior to Implementation to agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Local Procurement Code.

4.11.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.11.3 To ensure that throughout the Construction Phase 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 upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.11.4 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.

4.12 OFF-SITE SUSTAINABLE MEASURES CONTRIBUTION

4.12.1 Prior to the Commencement of Demolition to pay to the Council the Off-Site Sustainability Measures Contribution in full.

4.12.2 Not to Commence Demolition or to permit Commencement of Demolition until such time as the Council has received the Off-Site Sustainability Measures Contribution in full.

4.13 PATIENT TRANSPORT SERVICE IMPACT PLAN

4.13.1 On or prior to the Occupation Date to:-

- (a) submit to the Council the draft Patient Transport Service Impact Plan for approval; and
- (b) pay to the Council the Patient Transport Service Impact Plan Monitoring Contribution

4.13.2 Not to Occupy or permit Occupation of any part of the Development until such time as:

- (a) the Council has approved the Patient Transport Service Impact Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the Patient Transport Service Impact Plan Monitoring Contribution in full.

4.13.3 The Owner acknowledges and agrees that the Council will not approve the Patient Transport Service Impact Plan unless the Owner demonstrates to the Council's reasonable satisfaction that the Patient Transport Service Impact Plan can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.13.4 Prior to the any disposal or loss of control of the Gray's Inn Road Site by the Owner To submit to the Council for approval a revised draft Patient Transport Service Impact Plan such draft to take into account any impact on the surrounding environment and highway network arising from the disposal or loss of control by the Owner of the Gray's Inn Road Site and to include measures to ensure that any adverse impact on the surrounding environment and the highway network shall (as far as practicable) be ameliorated.

4.13.5 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Patient Transport Service Impact 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 Patient Transport Service Impact Plan.

4.14 PROJECT ARCHITECT

Unless otherwise agreed in writing by the Council not to:

4.14.1 submit any further drawings relating to the external envelope of the Development required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared by the Project Architect; and

4.14.2 Implement or carry out any works forming part of the construction of the Development at any time when the Project Architect is not employed by the Owner to provide advice to the Owner with regard to building out of the Development; and

4.14.3 Occupy or permit Occupation of any part of the Development until such time as the Council has confirmed in writing that it has received the Certificate of Practical Completion

4.15 SERVICE MANAGEMENT PLAN

4.15.1 On or prior to the Occupation Date to submit to the Council for approval the Service Management Plan.

4.15.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.15.3 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.

4.16 SUSTAINABILITY PLAN

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

- 4.16.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.16.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.16.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.17 TRAVEL PLAN

- 4.17.1 On or prior to the Occupation Date to:-
- (a) submit to the Council the Travel Plan for approval; and
 - (b) pay to the Council the Travel Plan Monitoring Contribution
- 4.17.2 Not to Occupy or permit Occupation 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.
- 4.17.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

5. OBLIGATIONS OF THE COUNCIL

The Council hereby covenants with the Owner as follows:-

In the event of receipt of any contribution payable pursuant to Clause 4 of this Agreement by the Owner the Council covenants to spend (or commit for expenditure) the contributions referred to in Clause 4 for the purposes specified in this Agreement for which the contributions are paid.

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

- 6.1 Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 6.2 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 7.1 hereof quoting planning reference 2015/1281/P the date upon which the Development is ready for Occupation.
- 6.3 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.
- 6.4 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.
- 6.5 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 Borough

Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 6.6 Submission of any plan to the Council 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 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 reference 2015/1281/P.
- 6.7 Payment of any financial contribution to the Council pursuant to Clauses 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft 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 Contribution relates quoting planning reference number 2015/1281/P or by Electronic Transfer 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 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.
- 6.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 6.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items Index 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

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

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

7 **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

7.1 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 reference number 2015/1281/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.

7.2 This Agreement shall be registered as a Local Land Charge.

7.3 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.

7.4 The Owner hereby covenants with the Council that it will within twenty-eight (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.

- 7.5 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.
- 7.6 Neither the First Freeholder nor the Second Freeholder nor their respective 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.
- 7.7 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.
- 7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 7.9 All obligations, covenants and conditions in this Agreement relating to the Community Working Group shall bind the Owner in all respects SAVE THAT in the event that:
- (i) no Community Working Group is established as a result of no councillor and no person (such councillor and occupier (or occupiers) being a recipient of an invitation from the Owner pursuant to sub-clauses 4.5.1 and 4.5.2 hereof) accepting an invitation from the Owner to become a member of the Community Working Group; or
 - (ii) the Community Working Group fails to respond to the draft the Construction Management Plan or the Demolition Management Plan in accordance with the arrangements and timetable set out in 4.6 of this Agreement

then the Owner shall be deemed to have discharged its obligations, covenants and conditions in this Agreement relating to the Community Working Group.

7.10 No approval, consent or permission granted by the Council under this Agreement authorises the Owner or any other person to carry out any action requiring a consent licence permission under any regulatory powers of the Council.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **INDEMNITY**

Notwithstanding the effect of Clause 8 (Joint and Several Liability) of this Agreement the First Freeholder hereby covenants with the Second Freeholder its successors in title and assigns to observe and perform the obligations on the part of "the Owner" herein contained and further the First Freeholder indemnifies the Second Freeholder its successors in title and assigns from and against all costs claims charges expenses demands and liabilities howsoever incurred by the Second Freeholder arising out of this Agreement for breach non-observance or non-performance of the provisions herein.

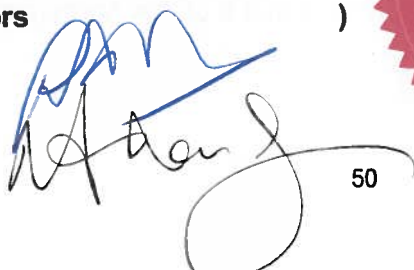
10. **RIGHTS OF THIRD PARTIES**

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 has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
UNIVERSITY COLLEGE LONDON)
HOSPITALS NHS FOUNDATION TRUST)

acting by a Director and its Secretary)
or by two Directors)



Director Name: (CAPITALS))

.....

Director Signature:)

.....

Director/Secretary Name (CAPITALS))

.....

Director/Secretary Signature:)

.....

EXECUTED AS A DEED BY)
By affixing the Commons Seal of)
UNIVERSITY COLLEGE LONDON)
in the presence of)

[Handwritten signature]

.....

Authorised Signatory

.....

Authorised Signatory

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

[Handwritten signature]

.....

Authorised Signatory



THE FIRST SCHEDULE

The Burland Category of Damage

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion, Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells

THE SECOND SCHEDULE

Link to the Council's CMP pro forma

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

THE HIGH COURT

IN THE MATTER OF THE ESTATE OF

THE HONOURABLE SIR JAMES GORDON
OF THE HONOURABLE SOCIETY OF THE
SACRED ARCHBISHOP OF

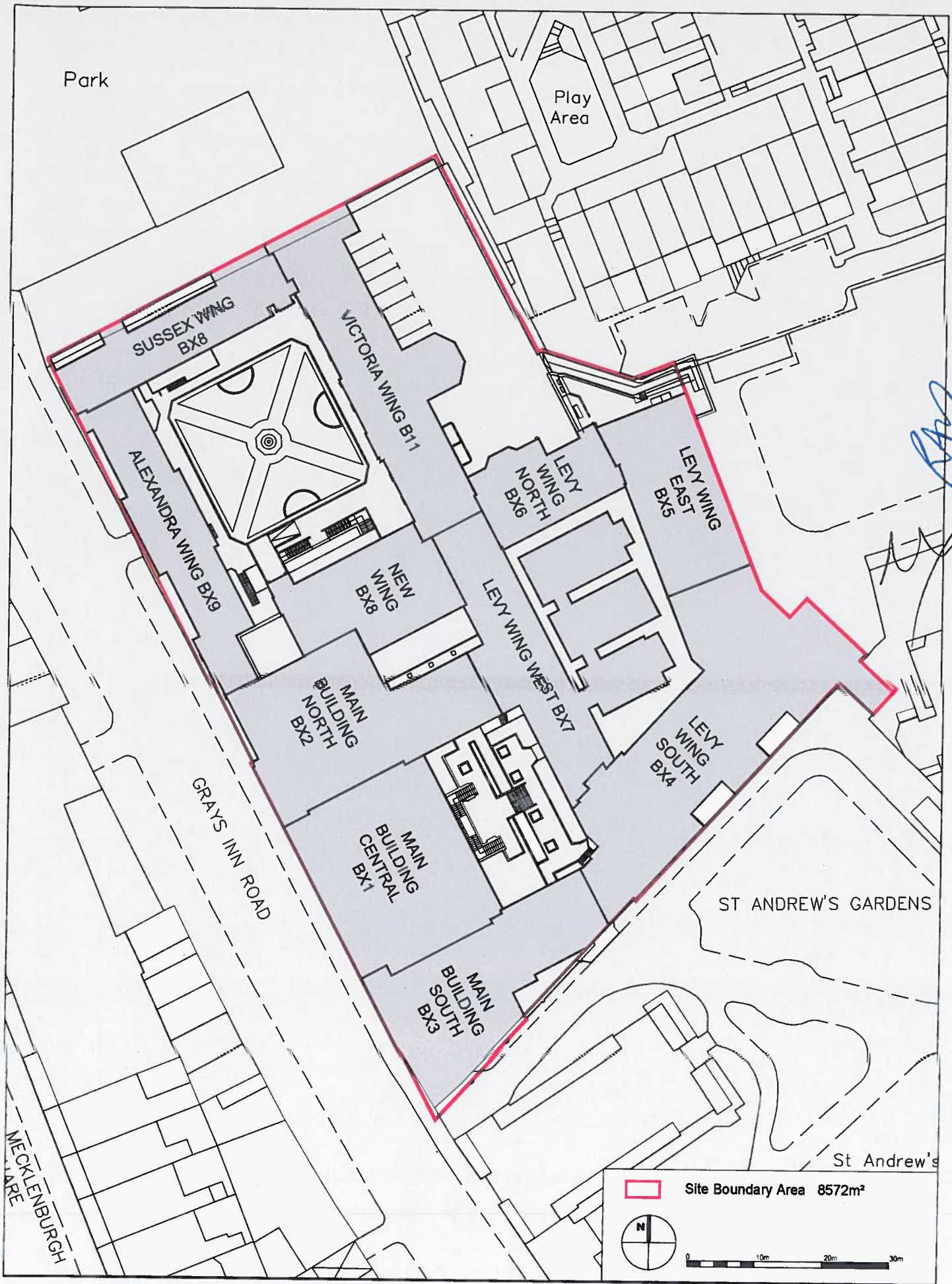
THE THIRD SCHEDULE

plan of the Gray's Inn Road Site

THE UNIVERSITY OF CHICAGO


PHYSICS DEPARTMENT


CONFIDENTIAL

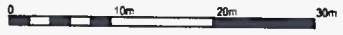


Handwritten initials: RAS

University College London Hospitals **NHS**
 NHS Foundation Trust
 C E F D 48 Maple House 149 Tottenham Court Road London W1T 7DN T 08451555000 D 02034470907
 PROJECT / LOCATION DRAWING TITLE
 Eastman Dental Hospital Site boundary
 DRAWING NO SCALE @ A3 DRAWN DATE FILE
 BX1000 1:500 CY 27.11.2015 U:\UCLH_ESTATE\Estates\Lease+ Land Registry drawings\EDH2015.11.27 Boundary\2015.11.27 Boundary plan

 Site Boundary Area 8572m²

 N





Eastman Dental Hospital Site Boundary

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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/undertaking 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 developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers 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 developers meet 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 developer, main contractor and subcontractors.

The Council will seek to ensure that the developer 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 developers 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 developer, their main contractor and subcontractors.

Facilities Management

The Owner and their agents shall 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.

The Council will assist the developer, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

THE FIFTH SCHEDULE

DRAFT PLANNING PERMISSION

DEPARTMENT OF
COMMUNITY DEVELOPMENT
COURT REPORT

Jones Lang LaSalle
30 Warwick Street
London
W1B5NH

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

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

Application Ref: **2015/1281/P**

16 October 2015

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Former Royal Ear Hospital and Former Student Union Building
Capper Street / Huntley Street
London
WC1 E 6AP

Proposal:

DECISION
Erection of a 6 storey building and excavation works to create a 3 storey basement, comprising a head and neck outpatient hospital (Class D1) following demolition of the former UCL Student Union and Royal Ear Hospital buildings.

Drawing Nos: Supporting Documents:

Heritage Appraisal by KM Heritage, Transport Assessment by Jacobs, Patient Transport Servicing (PTS) Vehicle Strategy by Jacobs, Framework Waste and Servicing Management Plan by Jacobs, Air Quality Assessment by Jacobs, Daylight and Sunlight Report by Point2 Surveyors, Acoustic Planning Report by Sandy Brown, Environmental Noise Survey by Sandy Brown, Basement Impact Assessment (BIA) by Clarke Nicholls Marcel, Structural Condition Survey Report by Clarke Nicholls Marcel (included within the Heritage Appraisal), BREEM Planning Report by Arup, Energy Strategy by Arup, Basement Impact Assessment (Screening and Scoping) by RSK dated November 2014, Basement Impact Assessment (incorporating ground movement analysis Ref: UK14046-R01_4 by OTB Engineering dated 17th February 2014; Letter from Point 2 Surveyors dated 27 April 2015, Daylight results interrogated, Design and Access Statement - Addendum dated 27th April 2015, Flood Risk Assessment by Environmental Planning & Assessment Limited dated April 2015.

A2028 Proposed General Arrangement Plans - Level 4 rev7, A2029 Proposed General

Arrangement Plans - Level 5 rev7, A2030 Proposed General Arrangement Plans - Level 6 rev8, A2031 Proposed General Arrangement Plans - Roof Level rev9, A8000 Generic Typical Floor Plan rev6, A8001 Ground Floor Plan rev7, A8002 Roof Plan rev4, A1400 Sections - Keyplan rev3, A1401 Existing Site Section A-A rev4, A1402 Existing Site Section B-B rev4, A1403 Existing Site Section C-C rev4, A1404 Existing Site Section D-D rev3, A5000 Sections - Keyplan A2 rev6, A5001 Proposed Section A-A rev6, A5002 Proposed Section B-B rev, A5003 Proposed Section E-E rev6, A5004 Proposed Section C-C rev5, A5005 Proposed Section D-D rev5, A1300 Elevations - Keyplan rev3, A1301 Existing Contextual Elevations A1 rev3, A1302 Existing Elevation A-A A1 rev3, A1303 Existing Elevation B-B A1 rev2, A1304 Existing Elevation C-C A1 rev2, A1320 Elevations - Keyplan A2 rev5, A1321 Proposed Contextual Elevations rev6, A1322 Proposed Elevation A-A rev5, A1323 Proposed Elevation B-B rev5, A1324 Proposed Elevation C-C rev4, A5101 Typical Bay A - Huntley Street rev3, A5102 Typical Bay B - Huntley Street rev2, A5103 Typical Bay C - Shropshire Place rev3, A5104 Typical Bay D - Capper street rev2, A9001 CGI 01- Aerial View rev4, A9002 CGI 02- Huntley Street towards Gordon Mansions rev2, A9003 CGI 03- Huntley Street towards Cancer Centre rev3, A9004 CGI 04- Interior View rev4.

A1001 Existing Location Plan rev2, A1002 Existing Site Location Plan rev4, A1003 Existing Survey Plan rev3, A1101 Proposed Masterplan rev4, A1102 Proposed Urban Plan rev7, A1010 Existing Site Plans - Lower Ground rev3, A1011 Existing Site Plans - Ground Floor rev3, A1012 Existing Site Plans - Level 1 rev3, A1013 Existing Site Plans - Level 2 rev3, A1014 Existing Site Plans - Level 3 rev3, A1015 Existing Site Plans - Level 4 rev4, A1016 Existing Site Plans - Roof Level revA1, A9021 Clinical Stacking Diagram rev4, A2021 Proposed General Arrangement Plans - Basement B3 rev4, A2022 Proposed General Arrangement Plans - Basement B2 rev4, A2023 Proposed General Arrangement Plans - Basement B1 rev5, A2024 Proposed General Arrangement Plans - Ground Floor rev10, A2025 Proposed General Arrangement Plans - Level 1 rev6, A2026 Proposed General Arrangement Plans - Level 2 rev6, A2027 Proposed General Arrangement Plans - Level 3 rev7,

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 Detailed drawings, or samples of materials as appropriate (providing on site), in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:
- a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills and external doors;
 - b) A 3m by 3m freestanding sample panel of the hit and miss brickwork demonstrating the proposed colour, texture, face-bond and pointing;
 - c) A sample of the curved brickwork as the building corners Copper Street and Shropshire Place;
 - d) A 3m by 3m sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing;
 - e) Details of the balustrade to surround the roof garden, including sections at 1:10 and a sample of the glass.
 - f) Manufacturer's specification details of all other facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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

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

- 3 Prior to the commencement of any works, a method statement, including details of removal of the crest currently located to Copper Street shall be submitted to and approved in writing by the Council. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to safeguard the special architectural and historic interest of the Crest 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.

- 4 The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the lowest existing background noise level by at least 5dBA, by 10dBA where the source is tonal, as assessed according to BS4142:2014 and in reference to report 14275-R04-B, dated 17 February 2015 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. Any additional steps to mitigate noise shall be taken and all approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

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

- 5 Prior to occupation of the building, the plant room sited to the roof of the new building shall be provided with acoustic isolation and sound attenuation in accordance with the scheme approved in writing by the local planning authority. All such measures shall thereafter 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 policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to occupation of the building, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of the building and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 of the London Borough of Camden Local Development Framework Development Policies.

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

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

- 8 Prior laying the lowest basement slab, plans and details of the cycle storage area at basement level B1 for 50 cycles and details of the supporting facilities such as showers, toilets and lockers 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 and permanently maintained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities for long-stay users of the building 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.

- 9 Prior to occupation of the building, plans and details of cycle parking for 12 cycles to be provided on the forecourt area on Huntley Street details 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 and permanently maintained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities for long-stay users of the building 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.

- 10 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Prior to implementation, full details of the proposed CHP including manufacturers specification should be provided demonstrating that NOx emissions associated with the CHP will be $<95\text{m}^2/\text{Nm}^3$. The CHP shall be installed in accordance with the approved details and thereafter maintained.

Reason: To comply with London Plan Sustainable Design and Construction SPG and to protect the amenity of neighbours in accordance with Policies CS5 of the London Borough of Camden Core Strategy and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 12 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made.

Reason: To protect the visual amenity of the area 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 No backing beepers or any other noise emitting equipment or devices shall be used on vehicles entering or existing the servicing bay on Shropshire Place shall be used between the hours of 9pm to 8am daily.

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

- 14 Prior to occupation of the hereby approved building, full details of hard and soft landscaping and means of enclosure of all un-built, open areas shall be submitted to and approved by the local planning authority in writing. Such details shall include the landscaping works for the roof garden, which shall be provided in full prior to the occupation of the building. 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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 15 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, prior to the occupation for the permitted use 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.

- 16 The roof terrace shall not be used for any purpose between the hours of 21:00 - 08:00.

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

- 17 Prior to commencement of development, other than site clearance, the following details shall be submitted for approval in writing by the council in conjunction with London Underground in respect of the following

- provide details on all structures
- provide details on the use of tall plant.

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with London Plan 2011 Table 6.1 and 'Land for Industry and Transport' Supplementary Planning Guidance 2012.

- 18 No impact piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground water utility infrastructure.

- 19 In the event that additional significant contamination is found at any time when carrying out the approved development it must be reported in writing immediately to the local planning authority. An investigation and risk assessment must be undertaken in accordance with the requirements of the Environment Agency's Model Procedures for the Management of Contamination (CLR11), and where mitigation is necessary a scheme of remediation must be designed and implemented to the satisfaction of the local planning authority before any part of the development hereby permitted is occupied.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 20 Prior to layout the first lowest basement slab, plans and scale 1:50 and supporting information detailing of the accessible features and facilities shall be submitted for approval by the Local Planning Authority in writing. This includes external features such as hard landscaping surface treatments including bollards and pedestrian entry doors The approved features and facilities shall be installed prior to occupation and maintained thereafter.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 21 Before the relevant part of the development commences a scheme detailing the internal and external lighting proposals and predicted lighting levels and any mitigation required to ensure there is no adverse impact on neighbouring properties or the highway shall be submitted to and approved by the local planning authority. The approved scheme shall be installed prior to occupation and remain in place for the lifetime of the development.

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

- 22 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

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

- 22 The development hereby permitted shall be carried out in accordance with the following approved plans: A1001 Existing Location Plan rev2, A1002 Existing Site Location Plan rev4 , A1003 Existing Survey Plan rev3 , A1101 Proposed Masterplan rev4 , A1102 Proposed Urban Plan rev7 , A1010 Existing Site Plans - Lower Ground rev3, A1011 Existing Site Plans - Ground Floor rev3 , A1012 Existing Site Plans - Level 1 rev3 , A1013 Existing Site Plans - Level 2 rev3 , ,A1014 Existing Site Plans - Level 3 rev3 , A1015 Existing Site Plans - Level 4 rev4 , A1016 Existing Site Plans - Roof Level revA1 , A9021 Clinical Stacking Diagram rev4 , A2021 Proposed General Arrangement Plans - Basement B3 rev4 , A2022 Proposed General Arrangement Plans - Basement B2 rev4 , A2023 Proposed General Arrangement Plans - Basement B1 rev5 , A2024 Proposed General Arrangement Plans - Ground Floor rev10 , A2025 Proposed General Arrangement Plans - Level 1 rev6 , A2026 Proposed General Arrangement Plans - Level 2 rev6, A2027 Proposed General Arrangement Plans - Level 3 rev7, A2028 Proposed General Arrangement Plans - Level 4 rev7, A2029 Proposed General Arrangement Plans - Level 5 rev7, A2030 Proposed General Arrangement Plans - Level 6 rev8, A2031 Proposed General Arrangement Plans - Roof Level rev9, A8000 Generic Typical Floor Plan rev6, A8001 Ground Floor Plan rev7, A8002 Roof Plan rev4, A1400 Sections - Keyplan rev3, A1401 Existing Site Section A-A rev4, A1402 Existing Site Section B-B rev4, A1403 Existing Site Section C-C rev4, A1404 Existing Site Section D-D rev3, A5000 Sections - Keyplan A2 rev6, A5001 Proposed Section A-A rev6, A5002 Proposed

Section B-B rev, A5003 Proposed Section E-E rev6, A5004 Proposed Section C-C rev5, A5005 Proposed Section D-D rev5, A1300 Elevations - Keyplan rev3, A1301 Existing Contextual Elevations A1 rev3, A1302 Existing Elevation A-A A1 rev3, A1303 Existing Elevation B-B A1 rev2, A1304 Existing Elevation C-C A1 rev2, A1320 Elevations - Keyplan A2 rev5, A1321 Proposed Contextual Elevations rev6, A1322 Proposed Elevation A-A rev5, A1323 Proposed Elevation B-B rev5, A1324 Proposed Elevation C-C rev4, A5101 Typical Bay A - Huntley Street rev3, A5102 Typical Bay B - Huntley Street rev2, A5103 Typical Bay C - Shropshire Place rev3, A5104 Typical Bay D - Capper street rev2, A9001 CGI 01- Aerial View rev4, A9002 CGI 02- Huntley Street towards Gordon Mansions rev2, A9003 CGI 03- Huntley Street towards Cancer Centre rev3, A9004 CGI 04- Interior View rev4.

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

- 23 Prior to laying the lowest basement slab, plans and scale 1:50 and supporting information detailing of the accessible features and facilities shall be submitted for approval in writing. This includes external features such as hard landscaping surface treatments including bollards and pedestrian entry doors. The approved features and facilities shall be installed prior to occupation and maintained thereafter.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email highwayengineering@camden.gov.uk.
- 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 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.

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 4 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 5 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.
- 6 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.
- 7 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.
- 8 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email highwayengineering@camden.gov.uk.
- 9 With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer,

the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0800 009 3921. Reason - to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

10

11 In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted in some cases for extensions to existing buildings. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the options available at this site.

12

13 Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

14 There is a Thames Water main crossing the development site which may/will need to be diverted at the Developer's cost, or necessitate amendments to the proposed development design so that the aforementioned main can be retained. Unrestricted access must be available at all times for maintenance and repair. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.

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



THE SIXTH SCHEDULE
PLAN OF THE PROPERTY

THE UNIVERSITY OF
MICHIGAN LIBRARY

COUDINGLOE

No.	Date	Description	By
1.	07/20/16	Planning App Draft	SP
2.	10/21/16	Planning App Draft	ML
3.	2/20/17	Planning App Draft	ML
4.	10/21/16	Planning Application	ML

Notes

1. UCLH Phase 1
2. UCLH Phase 2
3. UCLH Phase 3 - Macmillan Cancer Centre
4. UCLH Phase 4 - Macmillan Cancer Centre
5. UCLH Phase 5 Site

A. UCLH Construction including
 B. UCLH Road (DASH) Building
 C. Clarendon Terrace
 D. Clarendon Road
 E. Clarendon Yard
 F. Clarendon Yard House

Phase 5 Site Boundary
 Phase 5 Site
 Key Enhancements

Boundary the above ground
 Boundary the below ground

Key Plan

SHAW ARCHITECTS

AS One B1, 1st Fl
 8th Floor
 Location
 ACIV 348
 T: (0203) 7644 4080
 www.shawarchitects.com

Pilbrow & Partners

100 High Street, 10th Floor
 London, EC1A 3DF

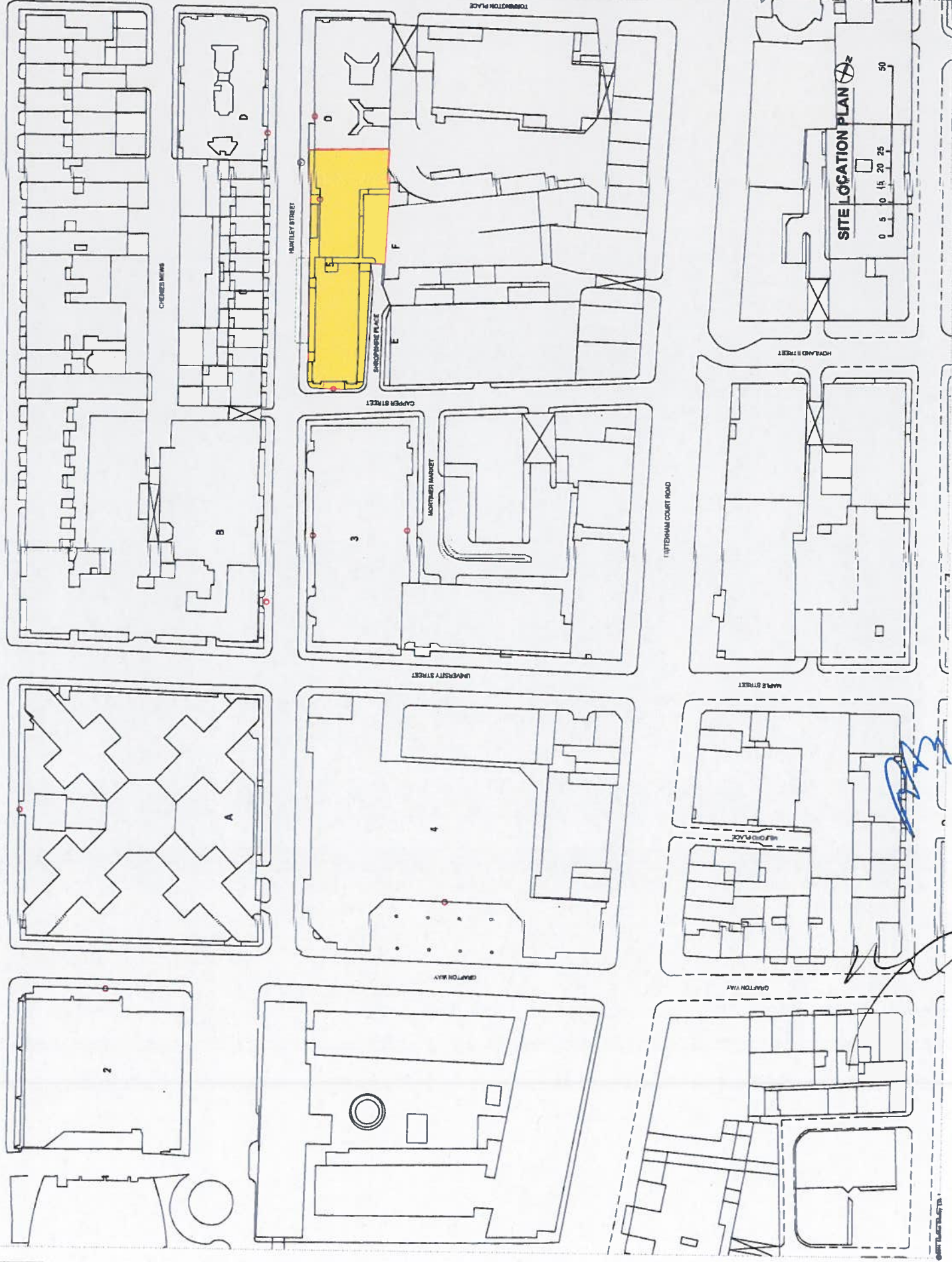
Project Number: 8216.0000 1:500 @ A1
 Client: UCLH

Project: Phase 5 Project

The Existing Site Location Plan

Drawing No		Revisions	
Date	24/07/16	Client	UCLH
Drawn	SP	Checked	ML
By	SP	Approved	PT

SBA-DRAW-A1002-REV04



[Handwritten signature]



THE SEVENTH SCHEDULE

THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

The National Planning Policy Framework states that... *"All developments which generate significant amounts of movement should be required to provide a Travel Plan."*

For further advice on developing a Travel Plan see the Transport for London's travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-

- 1. Public Transport and walking**
 - a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
 - b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ www.nationalrail.co.uk)
 - c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
 - d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

- 2. Taxis and Minicabs**

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including an 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 EIGHTH SCHEDULE

plan of the boundary of the UCLH Trust Estate

THE UNIVERSITY OF

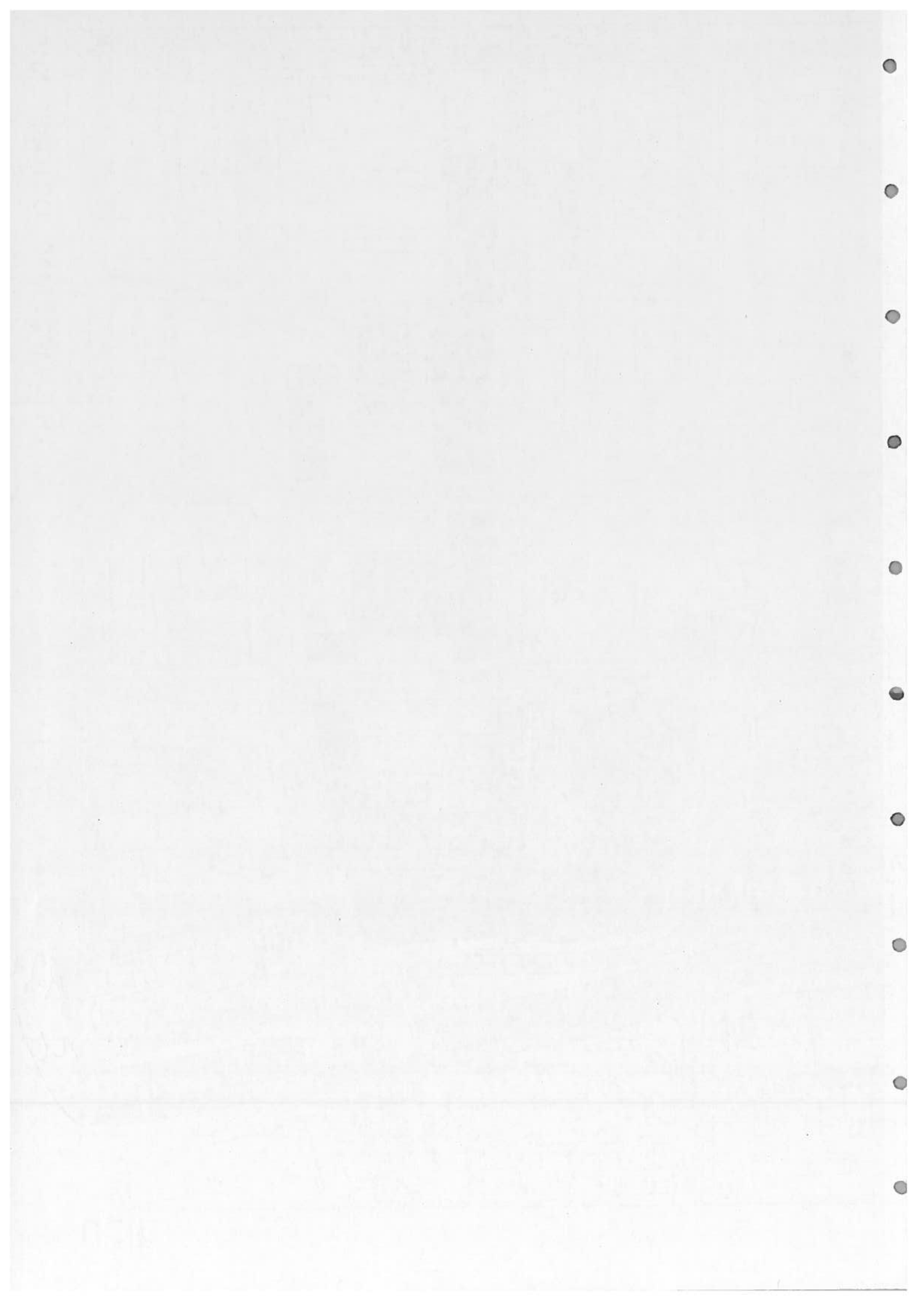
THE STATE OF TEXAS

COURT REPORTER



UCLH CAMPUS MAP - OCTOBER 2015

Handwritten initials and signature in blue ink.



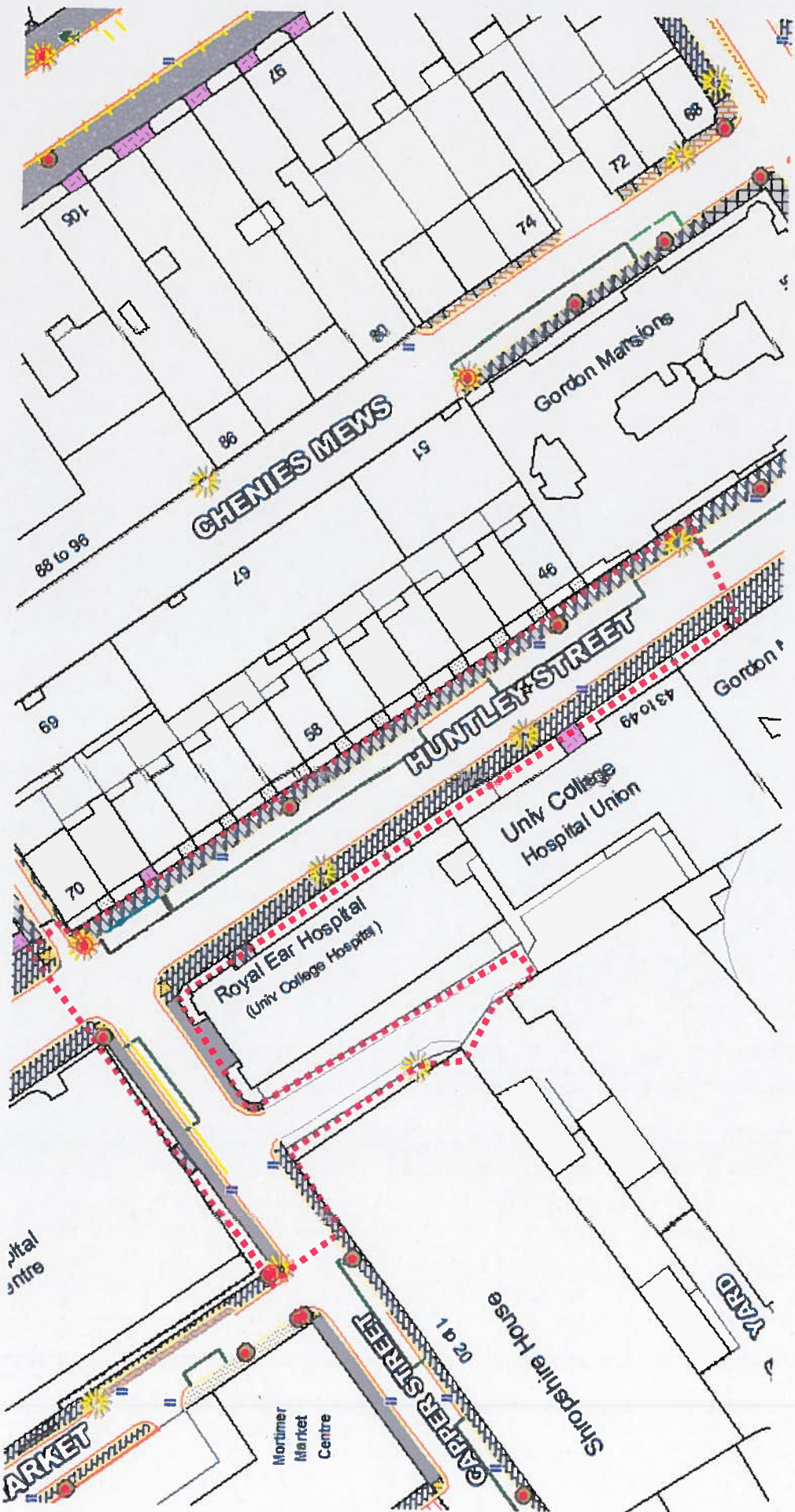
THE NINTH SCHEDULE

Highways Plan

COMPTROLLER

CONFIDENTIAL

Ninth Schedule – Highway works



RAM
[Signature]



THE TENTH SCHEDULE

Pursuant to Clause 2.35 (Patient Transport Service Impact Plan) such assessment to include:

- (a) the current impact on the surrounding environment and highway network of the Patient Transport Service arising from all land and buildings within the ownership (including freehold and leasehold) and within the control of the Owner in the ward of Bloomsbury; and
- (b) the future impact on the surrounding environment and highway network of the Patient Transport Service arising from all land and buildings within the ownership (including freehold and leasehold) and within the control of the First Freeholder in the ward of Bloomsbury which shall include all partially-completed, phased and planned development schemes AND FOR THE AVOIDANCE OF DOUBT shall include (but not be restricted to) the following:
 - (i) the scheme known as "Phase IV at the Former Odeon and Rosenheim Building" (Ref 2013/8192/P)
 - (ii) 2013/8192/P
 - (iii) UCLH Emergency Department Expansion: Ref 2013/2824/P
 - (iv) UCL Data Centre Relocation : Ref 2014/7526/P
- (c) details of how the Owner will ensure that there is the least possible minimal impact on the surrounding environment and highway network arising from of the impact of the Patient Transport Service including the terms of any contracts entered into by the Owner or its authorised person.
- (d) measures to minimise (as far as practicable) parking and dwell time of the Patient Transport Service related to the UCLH Trust Estate on the surrounding environment and highway network.
- (e) where the proposed Patient Transport Service Impact Plan does not accord with the assumptions, presumptions and evidence provided in the transport assessment entitled "Patient Transport Service Impact Management Plan" submitted as part of the Planning Application to provide a reasoned justification for any deviation from the approved transport strategy.
- (f) Any other reasonable measures as considered necessary by the Council.

CONFIDENTIAL

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THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

RESEARCH REPORT

IN THE PHYSICS AND ASTRONOMY DIVISION
OF THE UNIVERSITY OF CHICAGO

REPORT NO. 1234

BY J. D. BOYD AND R. M. HARRIS

1972

DEPARTMENT OF PHYSICS AND ASTRONOMY
5720 S. UNIVERSITY AVE., CHICAGO, ILL. 60637

ABSTRACT
This report describes the results of a study of the
properties of a certain class of particles.
The data were obtained from a series of experiments
conducted over a period of several months.
The results are presented in the form of a series of
plots and tables, and are discussed in detail in the
text of the report.

UNIVERSITY OF CHICAGO PRESS

DATED 20 January 2016~~2015~~

(1) UNIVERSITY COLLEGE LONDON HOSPITALS NHS FOUNDATION TRUST

and

(2) UNIVERSITY COLLEGE LONDON

and

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

AGREEMENT
relating to land known as

**Former Royal Ear Hospital and Former Student Union Building
Capper Street / Huntley Street
London
WC1 E 6AP**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

**Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP**

**Tel: 020 7974 5647
Fax: 020 7974 2962**

CLS/PK/1781.153 (final)