

DATED *22nd December* 2016

(1) SRE HAVERSTOCK HILL LIMITED

and

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

A G R E E M E N T
relating to land known as
4-6 Haverstock Hill and 45-47 Crogsland Road, London NW1 8AY
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/COM/PM/1781.433
2015/0487/P

FINAL150616



THIS AGREEMENT is made the *22nd* day of *December* 2016

B E T W E E N:

- i. **SRE HAVERSTOCK HILL LIMITED** (Co. Regn. No. 08811572) whose registered office address is at 6th Floor, The Quadrant, 4 Thomas More Square, London E1W 1YW (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold owner and proprietor with Title absolute of the Property under Title Number NGL702831 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 A Planning Application for the development of the Property was submitted to the Council and validated on 20th February 2015 and the Council resolved to grant permission conditionally under reference number 2015/0487/P subject to conclusion of this Agreement.
- 1.3 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.
- 1.4 As local highway authority the Council considers the Highways Works to be carried out pursuant to this Agreement to be in the public benefit.
- 1.5 For these purposes the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and Section 278 of the Highways Act 1980.



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 "Affordable Housing" low-cost housing including social rented housing affordable rented housing that meets the needs of people who cannot afford to occupy homes available in the open market
- 2.3 "the Affordable Housing Payment in Lieu" the sum of £930,317 (nine hundred and thirty thousand and three hundred and seventeen pounds) to be paid by 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 Affordable Housing in the London Borough of Camden
- 2.4 "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.5 "the Burland Category of Damage" an industry recognised category of structural damage as specified at para 2.30 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Third Schedule annexed hereto
- 2.6 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed



- 2.7 “the Construction Apprentice Default Contribution” the sum of £7,500 (seven thousand five hundred pounds) per construction apprentice to be paid by the Owner to the Council in lieu of construction apprentice provision
- 2.8 “the Construction Apprentice Support Contribution” the sum of £1,500 (one thousand five hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice
- 2.9 “Construction Management Plan” a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council’s Considerate Contractor Manual and in the form of the Council’s Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal 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 and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;



- (ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses Haverstock School and adjoining developments undergoing construction;
- (iii) measures to ameliorate and monitor construction traffic including (i) 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); and (ii) procedures for co-ordinating vehicular movement with other development taking place in the vicinity;
- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (v) identifying means of ensuring the provision of construction related information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time;
- (vi) details for establishing the Construction Phase Working Group; and
- (vii) details of construction working practices agreed with the Haverstock School

and for the avoidance of doubt the Construction Management Plan may provide for separate contractors to carry out any demolition of the Existing Buildings and construction of the Development.



2.10 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes the demolition of the Existing Buildings.

2.11 "Construction Phase Working Group"

a working group to be convened in accordance with the requirements of Clause 4.4 of this Agreement being a body which the Owner shall use to facilitate consultation with the local community in respect of matters relating to the management of construction works associated with the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development

2.12 "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

2.13 "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 the 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 Basement Impact Assessment By LBH Wembley Geotechnical and Environmental dated January 2015 submitted with the Planning Application and the preparation of which is to include the following key stages:-

1. 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 proposed appointment to be submitted to the Council for written approval in advance of such appointment (and for the Owner to confirm any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,
2. 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 strict 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 the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond "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 strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(viii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;

(i) reasonable endeavours have been used to access all Neighbouring Properties;

(ii) a detailed structural appraisal and conditions survey of all the Neighbouring Properties has been 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 with updates provided where required following the carrying out of demolition works);



- (iii) 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 / or basement temporary works (which the Owner may update as required following the carrying out of demolition works);
- (iv) 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;
- (v) the Basement Design Engineer to be retained throughout the Construction Phase to inspect approve and undertake regular monitoring of both permanent and temporary basement construction works throughout the carrying out of the below ground works and to ensure compliance with the plans and drawings as approved by the building control body retained by the Owner;
- (vi) 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 in order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);

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

(viii) amelioration and monitoring measures of 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.

3. 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") (who may be from the same company as the Basement Design Engineer) and for details of the appointment of the certifying engineer to be submitted to the Council for written approval in advance of such appointment; and,



4. 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 strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) 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 are 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.
5. 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 strict accordance with the terms and clauses of this Agreement.
6. 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's reasonable and properly incurred costs expended in 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.

2.14 "the Development"

demolition of existing buildings, with retention of facade at 45-47 Crogsland Road and construction of a part 4/part 5 storey building with basement comprising flexible use of cinema (class D2) at basement and ground level with ancillary restaurant and bar (class A3/A4) at ground level or retail class (class A1 at basement and ground floor level and 19 residential dwellings (8 x 1 bed, 9 x 2 bed and 2 x 3 bed units) on upper floors with associated cycle parking, amenity space and refuse and recycling storage as shown on 177_GA_-01 F; 177_GA_00 L; 177_GA_01 J; 177_GA_02 H; 177_GA_03 H; 177_GA_04 K; 177_GA_05 J; 177_GA_-01R A; 177_GA_00R D; 177_GA_-01S; 177_GA_00S B; 177_GE_00 F; 177_GE_01 G; 177_GE_02 F; 177_GE_03 F; 177_GS_00 F; 177_GS_01 E; 177_GS_02 F; 177_BS_00 A; 177_BS_01 B; 177_BS_02 A; 177_LFT_00 A; 177_LFT_01 A; 177_WHC_00 A; 177_PL_01 A; Daylight and Sunlight Report; Energy Strategy (Cinema); Energy Strategy (retail); Sustainability Statement; Air Quality Assessment; Noise Report; Construction Management Plan; Basement Impact Assessment; Methodology Document; Planning Statement; Statement of Community Involvement; Structural Engineer's Report; Transport Statement; Envirocheck; Design and Access Statement; Market Demand Letter; Heritage and Townscape Statement.

2.15 "the Employment and Training Contribution"



the sum of £53,768 (fifty three thousand and seven hundred and sixty eight pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the provision of employment and training needs arising in the London Borough of Camden

2.16 “the Employment and Training Plan”

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.6 of this Agreement through (but not be limited to) the following:-

- i. ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before being promoted more widely;
- ii. provision of 4 (four) apprenticeship placements;
- iii. ensuring a 20% local employment target during the Construction Phase
- iv. ensuring delivery of a minimum of 1 (one) supplier capacity building workshops/“Meet the Buyer” event to support small and medium enterprises within the London Borough of Camden to tender for contracts. Such support to include organising, supporting and promoting the event as well as provision of venue and refreshments for the event
- v. committing to follow the Camden Local Procurement Code



- 2.17 "Existing Buildings" the existing buildings found at the Property on the date of this Agreement
- 2.18 "the Highway Contribution" the sum of £50,000.00 (fifty 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 works to the public highway and associated measures in the vicinity of the Property such works to include
- i. Repaving of the Public Highway directly adjacent to Property;
 - ii. Any other highways works considered necessary and directly related to the Development
- ("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs
- 2.19 "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 pursuant to the Planning Permission and references to "Implementation" and "Implement" shall be construed accordingly
- 2.20 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry



- 2.21 "Local Procurement Code" the code annexed to the Second Schedule hereto
- 2.22 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.23 "Neighbouring Properties" the neighbouring properties known as 2 Haverstock Hill, 10-16 Haverstock Hill, 89 Chalk Farm Road and 24 Haverstock Hill (Haverstock School)
- 2.24 "Occupation Date" the date when any part of the Development is occupied excluding occupation for the purposes marketing or in relation to security operations and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.25 "the Parties" mean the Council and the Owner
- 2.26 "the Planning Application" the planning application in respect of the Development of the Property submitted to the Council and validated on 20th February 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/0487/P subject to conclusion of this Agreement
- 2.27 "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



- 2.28 "Plan" the plan annexed hereto showing the Property
- 2.29 "the Planning Permission" a planning permission granted for the Development pursuant to the Planning Application substantially in the draft form annexed hereto
- 2.30 "the Property" the land known as 4-6 Haverstock Hill & 45-47 Crogsland Road, London, NW1 8AY the same as shown shaded dashed red on the Plan annexed hereto
- 2.31 "the Public Open Space Contribution" the sum of £22,906 (twenty two thousand nine hundred and six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.32 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.33 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated



- 2.34 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.35 "Residential Unit" any of the 19 (nineteen) residential units comprised in the Development
- 2.36 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-
- a) achieve the targets set out in the submission documents entitled 'Sustainability Statement', 'Energy Statement - Cinema Scheme' or 'Energy Statement - Retail Scheme' (as appropriate)- dated January 2015 by AJ Energy Consultants Limited (or such other plan that may be approved by the Council from time to time) and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and Development Policy DP22 (Sustainable design and construction);
 - b) achieve a maximum internal water use of 105 litres/person/day for each occupant of a Residential Unit, allowing 5 litres/person/day for external water use;
 - c) achieve the targets set out in the submission document entitled Energy Statement (for the retail or cinema option (as appropriate)) dated January 2015 by AJ Energy Consultants Limited



(or such other plan that may be approved by the Council from time to time);

- d) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Very Good rating and attaining a minimum score of 66.5% (and 100% of water credits, 60% of materials credits and 50% of the energy credits);
- e) include a pre-Implementation review by an appropriately qualified recognised and independent professional 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;
- f) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- g) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) 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; and



- h) 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.

2.37 "the Venue 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 cinema floorspace (with ancillary restaurant and bar (Class A3/A4) uses) in the Development to include (but not be limited to) the following:

- (a) a code of conduct to be made available setting out the standards by which the customers and staff of the cinema and ancillary restaurant and bar elements of the Development are expected to conduct themselves both within the Property and the local area with a view to promote awareness of the need to ensure that both customer and staff behaviour both on and off the Property causes minimum impact on or disruption to local residents (including signage / information to promote customer and staff awareness);
- (b) provision of a designated community contact in the Property in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible point of reference if local residents wish to raise any issues;
- (c) measures to ensure the Development has appropriate event management policies and procedures in place to ensure there are adequate public dispersal policies thereby



minimising impact and disruption to local residents, the public highway and community;

- (d) provision of a designated contact in the Property to work with the local police and the Council to advance strategies to ensure they are working together in order to minimise crime and to keep customers, residents and the community safe;
- (e) a mechanism for the dissemination of information about the effective and on-going management of the cinema and ancillary restaurant and bar elements of the Development to occupiers of the Property;
- (f) details of the use and management of the extended ancillary areas including any private hire arrangements;
- (g) identifying means of ensuring the provision of relevant information to the Council and provision of a mechanism for review and update as required from time to time; and
- (h) a process for offering further information that the Council may reasonably require.

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.



- 3.2 The obligations in Clauses 4.5.6 (Detailed Basement Construction Plan), 4.6.5 (Employment and Training Plan), 4.9.4 (Local Procurement), 4.12.3 (Venue Management Plan) and any post-construction procurement requirements under Clause 4.9 of this Agreement shall not be enforceable against individual Occupiers of any Residential Unit.
- 3.3 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.
- 3.4 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.
- 3.5 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.6 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.7 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.8 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING PAYMENT IN LIEU**

- 4.1.1 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Payment In Lieu.



4.1.2 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Affordable Housing Payment In Lieu.

4.2 CAR-FREE DEVELOPMENT

4.2.1 The Owner hereby covenants with the Council to ensure that prior to Occupying any Residential Unit each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.

4.2.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the Residential Units (as issued and agreed by the Council's Street Name and Numbering Department), identifying those Residential Units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 of this Agreement.

4.3 CONSTRUCTION MANAGEMENT PLAN

4.3.1 Prior to the Implementation Date to provide to the Council for approval a draft Construction Management Plan.

4.3.2 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.

4.3.3 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.



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

4.4 CONSTRUCTION PHASE WORKING GROUP

4.4.1 From the date of this Agreement (unless otherwise agreed in writing with the Council) and at its own expense to invite the following to become members of the Construction Phase Working Group:

- (a) representatives of existing residents associations, traders associations, Haverstock School or any other bodies or groups representing the owners, residents and/or businesses in the immediate locality subject to a maximum of five (5) persons;
- (b) the appointed project architect for the Development plus one additional representative as may be nominated by the Owner from time to time; and
- (c) any other person or persons having a direct interest in the management of the Construction Phase (and to include ward Councillors if necessary) reasonably nominated by the Council (subject to a maximum of two (2) persons).

4.4.2 The Owner will procure that the project manager for the Development (or his duly authorised representative) shall be a member of the Construction Phase Working Group and shall attend all meetings of the Construction Phase Working Group.

4.4.3 The Construction Phase Working Group shall have its objectives:

- (a) the appointment of a person ("the Liaison Officer") to be responsible for liaising with the owners and/or occupiers of the residences and businesses in the locality and other interested parties about the operation of the Construction Phase Working Group such person to organise and attend all meetings of the



Construction Phase Working Group all such meetings to take place within easy walking distance of the Property;

- (b) ensuring an appropriate venue in the vicinity of the Property is procured for each meeting of the Construction Phase Working Group;
- (c) giving a minimum of seven (7) days written notice of the time and place and date of each meeting of the Construction Phase Working Group to all members of the working group.

4.4.3 To ensure that meetings of the Construction Phase Working Group shall take place at least once every two months during the Construction Phase ALWAYS PROVIDED that any member of the Construction Phase Working Group shall be entitled on reasonable grounds by giving written notice of not less than five (5) days to the Liaison Officer to convene a meeting of the Construction Phase Working Group and a meeting of the Construction Phase Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Construction Phase Working Group decide to meet less frequently than is provided above during the Construction Phase, meetings of the Construction Phase Working Group shall be convened at such intervals as the Construction Phase Working Group decides.

4.4.4 To ensure that an accurate written minute is kept of each meeting of the Construction Phase Working Group recording discussion and any decisions taken by the Construction Phase Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within fourteen (14) days of each meeting).

4.4.5 In the event of the majority of members of the Working Group (having particular regard to the Construction Management Plan and the Detailed Basement Construction Plan) making a recommendation to the Owner in respect of the management of the Construction Phase to use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Construction Management Plan and the Detailed Basement Construction Plan not being adopted by the Owner the Owner shall notify the next meeting of the Working Group of this fact together with written reasons as to why this is the case.



4.5 DETAILED BASEMENT CONSTRUCTION PLAN

- 4.5.1 On or prior to the Implementation Date to provide to the Council for approval the Detailed Basement Construction Plan.
- 4.5.2 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.
- 4.5.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with Neighbouring Properties nor the Development itself.
- 4.5.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the 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.
- 4.5.5 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.
- 4.5.6 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 Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.



4.6 EMPLOYMENT AND TRAINING

- 4.6.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Employment and Training Contribution.
- 4.6.2 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.6.3 Not to Implement nor permit Implementation until such time as the Council has received the Employment and Training Contribution and approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.6.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in the demolition or building out of the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.6.5 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment and Training Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Employment and Training Plan

4.7 HIGHWAYS CONTRIBUTION

- 4.7.1 Prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.7.2 Prior to the Implementation Date to submit to the Council the Level Plans for approval.



- 4.7.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.7.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.7.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.7.6 On completion of the Highway Works the Council will provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.7.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.7.8 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of issuing the said certificate return the surplus amount to the Owner.

4.8 LOCAL EMPLOYMENT

- 4.8.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall ensure that no less than 20% (twenty per cent) of the workforce is comprised of residents of the London Borough of Camden.
- 4.8.2 In order to facilitate compliance with the requirements of sub-clause 4.8.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures during the Construction Phase to ensure:-
- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;



- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.8.3 The Owner shall ensure that at all times during the Construction Phase no less than 4 (four) construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

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

SAVE THAT the Owner is not required to employ any apprentices during any part of the demolition works.

4.8.4 If the Owner is unable to provide the apprentices in accordance with Clause 4.8.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- (i) prior to the Implementation pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- (ii) shall not Occupy or permit Occupation until such time as the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.



4.9 LOCAL PROCUREMENT

- 4.9.1 Prior to Implementation to agree a programme to provide opportunities for local businesses to bid/tender for the provision of goods and service during the construction of the Development in accordance with the Council's Local Procurement Code.
- 4.9.2 Prior to Implementation and at least one month before tendering contracts to meet with the Council's Economic Development Local Procurement Team (or any successor department) at to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 4.9.3 To ensure that the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.9.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.10 PUBLIC OPEN SPACE CONTRIBUTION

- 4.10.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.
- 4.10.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.11 SUSTAINABILITY PLAN

- 4.11.1 Prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.



- 4.11.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.11.3 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.
- 4.11.4 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.
- 4.11.5 After the Occupation Date the ongoing requirements of the Sustainability Plan shall be fulfilled by the respective Occupiers of the Residential Units and non-residential uses AND FOR THE AVOIDANCE OF DOUBT those requirements relating to the non-residential uses of the Development shall not be enforceable against individual Occupiers of the Residential Units.

4.12 VENUE MANAGEMENT PLAN

- 4.12.1 At least four months prior to Occupation of any part of the Development for cinema use to submit to the Council for approval the Venue Management Plan.
- 4.12.2 Not to Occupy or permit Occupation of any part of the Development for cinema use until such time as the Council has approved the Venue Management Plan as demonstrated by written notice to that effect.
- 4.12.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Class D2 cinema and ancillary Class A3/A4 floorspace comprised in the Development at any time when that part of the Development is not being managed in strict accordance with the Venue Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Class D2 cinema and ancillary Class A3/A4 floorspace comprised in the Development otherwise than in strict accordance with the requirements of the Venue Management Plan.



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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following the issue of the Certificate of Practical Completion the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2015/0487/P the date upon which it is anticipated the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.



- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/0487/P.
- 5.7 Payment of the contributions pursuant to clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2015/0487/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480
- 5.8 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.
- 5.9 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 of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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



5.10 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.

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2015/0487/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 Where the approval or consent of the Council is required by the Council under this Agreement that consent or approval shall not be unreasonably withheld or delayed.

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

6.4 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.5 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.6 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning



Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.7 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.8 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.9 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.
- 6.10 Nothing in this agreement will prevent the Property being developed in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement.

7. **RIGHTS OF THIRD PARTIES**

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

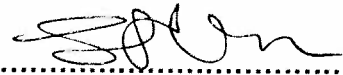
1 2 3 4

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

Executed as a Deed by
SRE HAVERSTOCK HILL LIMITED
acting by a Director in the presence of:

)
)
) X 

Signature of Witness:

X 
.....

Name of Witness:

X J HIRSCH
.....

Address:

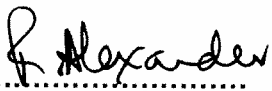
X 55 Baker Street
.....
London W1U 8EW
.....

Occupation:

X Development Team Administrator
.....

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

)
)
)
)

..... 
.....

Authorised Signatory





THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

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

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

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

The Owner should use the Minimum Requirements (also available at the link above) as guidance for what is required in the Construction Management Plan..

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



THE SECOND SCHEDULE Local Procurement Code

1. INTRODUCTION

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

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

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

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owners and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.



2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

1.1 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. 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 tenant(s) of a development are responsible for fitting out the building(s), we will require the Owner to inform them that they are subject to provisions of this Agreement in respect to 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 successors in title to the Owner), their main contractor and subcontractors.

Facilities Management

The Owner and their agents shall provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

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



THE THIRD SCHEDULE
The 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



bptw Partnership
110-114 Norman Road
London
SE10 9QJ

Application Ref: **2015/0487/P**

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Marine Ices
4-8a Haverstock Hill & 45-47 Crogsland Road
London
NW3 2BL

Proposal:

DECISION
Demolition of existing buildings, with retention of facade at 45-47 Crogsland Road and construction of a part 4/part 5 storey building with basement comprising flexible use of cinema (class D2) at basement and ground level with ancillary restaurant and bar (class A3/A4) at ground level or retail class (class A1 at basement and ground floor level and 19 residential dwellings (8 x 1 bed, 9 x 2 bed and 2 x 3 bed units) on upper floors with associated cycle parking, amenity space and refuse and recycling storage.

Drawing Nos: 177_GA_-01 F; 177_GA_00 L; 177_GA_01 J; 177_GA_02 H; 177_GA_03 H; 177_GA_04 K; 177_GA_05 J; 177_GA_-01R A; 177_GA_00R D; 177_GA_-01S; 177_GA_00S B; 177_GE_00 F; 177_GE_01 G; 177_GE_02 F; 177_GE_03 F; 177_GS_00 F; 177_GS_01 E; 177_GS_02 F; 177_BS_00 A; 177_BS_01 B; 177_BS_02 A; 177_LFT_00 A; 177_LFT_01 A; 177_WHC_00 A; 177_PL_01 A; Daylight and Sunlight Report; Energy Strategy (Cinema); Energy Strategy (retail); Sustainability Statement; Air Quality Assessment; Noise Report; Construction Management Plan; Basement Impact Assessment; Methodology Document; Planning Statement; Statement of Community Involvement; Structural Engineer's Report; Transport Statement; Envirocheck; Design and Access Statement; Market Demand Letter; Heritage and Townscape Statement

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

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

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

Condition(s) and Reason(s):

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

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

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

177_EE_00 A; 177-EE_01 A; 177_EE_02 A; 177_EE_03 A; 177_ES_00 A;
177_ES_1 A; 177_EX_00 A; 177_EX_01 A; 177_EX_02 A; 177_EX_RA;
177_GA_-01 F; 177_GA_00 L; 177_GA_01 J; 177_GA_02 H; 177_GA_03 H;
177_GA_04 K; 177_GA_05 J; 177_GA_-01R A; 177_GA_00R D; 177_GA_-01S;
177_GA_00S B; 177_GE_00 F; 177_GE_01 G; 177_GE_02 F; 177_GE_03 F;
177_GS_00 F; 177_GS_01 E; 177_GS_02 F; 177_BS_00 A; 177_BS_01 B;
177_BS_02 A; 177_LFT_00 A; 177_LFT_01 A; 177_WHC_00 A; 177_PL_01 A;

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

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:
 - i) Elevation and section drawings at a minimum scale of 1:20 and a sample panel of brickwork showing the ice cream cone, the type(s) of brick to be used to execute the design, technical information and a MS as appropriate from a specialist to confirm how the design will be built.
 - ii) Plan, elevation and section drawings of the proposed shop front on Haverstock Hill and on Crogsland Road and the residential entrance the fascia, cornice, corbels, pilasters, glazing panels, transom and mullions of the new shop fronts at a scale of 1:10 with details at 1:5 showing materials, design of all lighting, intercom systems, cameras, all signage including building number, lighting, intercom system
 - iii) Plan, elevation and section drawings of the top floor on Haverstock Hill showing doors and louvres at a scale of 1:20.
 - iv) Plan, elevation and section drawings of a typical aperture on the Haverstock Hill elevation showing the doors, louvres, balustrading and fascia at a scale of 1:20.

- v) A plan, elevation and section drawings of all new timber windows at a scale of 1:10 with typical glazing bar details at 1:1 on the retained Crogsland Road elevation.
- vi) A sample panel of a minimum of 1x1 of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing
- vii) A sample panel of the Alucobond Aluminium Rainscreen Cladding System of at least 1m in height using panels in the three different tones of Brilliant Metallic, Champagne Metallic and Beige (references 602, 503 and 103 respectively), demonstrating all common joints and the pattern of assembly.
- viii) A schedule of works for the repair and renewal of the Crogsland Road elevation.

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.

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

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

- 5 No development shall take place until full details of hard and soft landscaping, means of enclosure of the first floor terrace and how the privacy of the first floor flats will be maintained have been submitted to and approved by the local planning authority in writing. Details shall include samples of all ground surface materials and finishes 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 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.

- 6 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, or 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 & 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

- 7 Prior to commencement of development details of a sustainable urban drainage system and scheme of maintenance shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a 1:100 year event with 30% provision for climate change demonstrating 50% attenuation of all runoff, demonstrating greenfield levels of runoff. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Detailed drawings, or samples of materials as appropriate, in respect of the privacy screen/balustrade to the first floor amenity space along the boundary with 2 Haverstock Hill shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun. 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 privacy of the neighbouring properties in accordance with the requirements of policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Before the development commences, details of the refuse and recycling facilities intended for its occupiers of the residential dwellings and commercial premises shall be submitted to and approved by the local planning authority. The approved facilities shall thereafter be provided in its entirety prior to the first occupation of any of the new dwellings and commercial premises, and permanently retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS18 of the London Borough of Camden LDF Core Strategy and DP26 of the London Borough of Camden LDF Development Policies.

- 10 Before the development commences, details of the cycle storage areas for the 30 bicycles for the residential dwellings and 10 bicycles for the A1 or D2 uses shall be submitted to and approved by the local planning authority. The approved facilities shall thereafter be provided in its entirety prior to the first occupation of any of the new dwellings and commercial premises, and permanently retained thereafter.

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

- 11 The development shall be carried out in accordance with the noise mitigation measures to ensure acceptable internal noise levels within the proposed residential units as set out in the Noise Assessment by WYG dated January 2015 and no unit shall be occupied until the mitigation measures relevant to that unit have been installed.

Reason: To safeguard the amenities of the future occupants of the development in accordance with the requirements of policy CS6 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.

- 12 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

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

- 13 At least 28 days before development commences:
- (a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority; and
 - (b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority.

The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority prior to occupation.

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.

- 14 The D2 use hereby permitted shall not be carried out outside the following times 08:00 to 23.00 Sunday to Thursday and 08.00 to 00.30 Friday and Saturday.

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.

- 15 No cleaning of brickwork, stonework or plaster other than a gentle surface clean using a nebulous water spray, is authorised by this permission without prior approval of details. Those details shall include a method statement and the undertaking of cleaning trials that shall be submitted to and approved in writing by the Council before the work is begun, and the work shall be carried out in accordance with such approved proposals.

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.

- 16 Units 2.03 and 3.03, as indicated on the plans hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (3) adaptable.

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.

- 17 a) Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of the sound insulation of the floor/ ceiling/ walls separating the commercial premises from the residential flats above and neighbouring property. Such details shall be based on the recommendations of the Noise Assessment dated January 2015 hereby approved and shall demonstrate that the sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ is enhanced by at least 20dB above the Building Regulations value and, where necessary, additional mitigation measures are implemented to contain commercial noise within the commercial premises and to achieve the noise criteria of BS8233:2014 within the dwellings/ noise sensitive premises. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

b) Prior to the occupation of the residential development a post occupation noise assessment shall be carried out as required to confirm compliance with the noise

criteria and any additional steps to mitigate noise shall be taken, as necessary.

Reason: To safeguard the amenities of the future occupiers of the approved residential use 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.

- 18 The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

- 19 No music emitted from the commercial part of the development shall be audible at any residential/ noise sensitive premises.

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.

- 20 Before any works hereby authorised begins, steps shall be taken to secure the safety and stability of the retained Crogsland Road façade. Such steps shall include both temporary and permanent measures to strengthen any wall and to provide protection for the building against the weather during progress of the works. The development shall not be carried out other than in accordance with the approved details.

- 21 The removal of refuse of bottles and cans associated with the retail/restaurant uses shall not be carried out outside the following times 08:00 to 23.00 Sunday to Thursday and 08.00 – 00.30 Friday and Saturday.

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.

- 22 All units hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (2).

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 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £TBC for the Mayor's CIL and £TBC for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 With regard to condition no. 16 you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's 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.
- 5 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk.
- 6 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.

- 7 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

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

DRAFT

Supporting Communities Directorate

DECISION

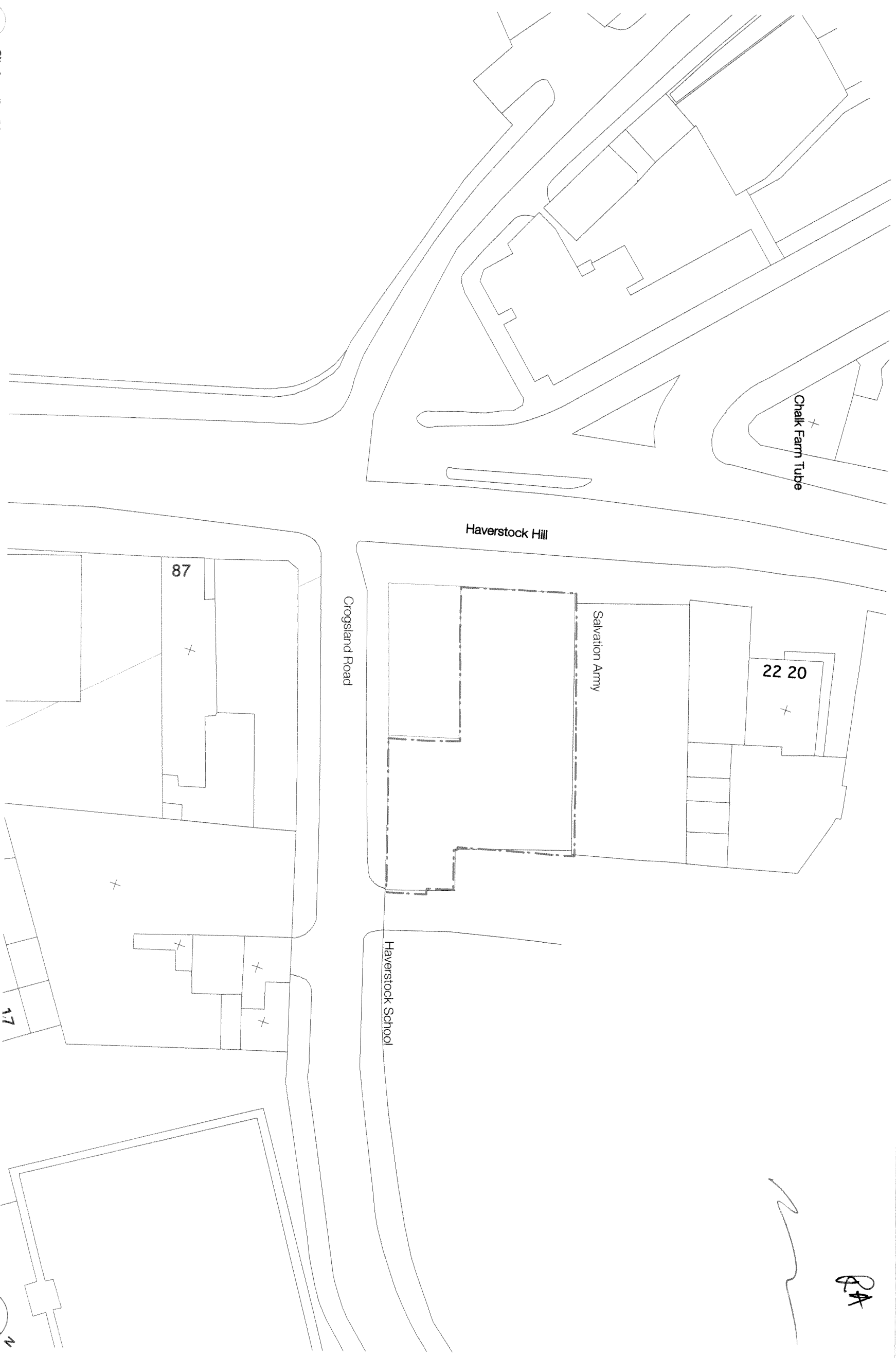




DATED *00 22nd* December 2016

- (1) SRE HAVERSTOCK HILL LIMITED
- and
- (2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
4-6 Haverstock Hill and 45-47 Crogsland Road, London NW1 8AY
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

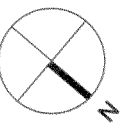
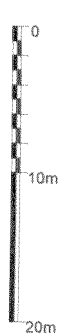


RA

A
S.01
Site Location Plan
1:250 @ A1 : 1:500 @ A3

Revisions
A 15/01/15 Submitted for Planning Application

This drawing is a site location plan showing the site and its surroundings. It is not a site plan and should not be used for planning purposes. It is intended for information only and should not be used for any other purpose. The drawing is not to scale and should not be used for any other purpose. The drawing is not to scale and should not be used for any other purpose. The drawing is not to scale and should not be used for any other purpose.



Client	SPE Haverstock Hill Ltd	Scale	1:250 @ A1 : 1:500 @ A3
Project	Marine Ice Haverstock Hill, London, NW3 2BL	Sheet No	177_S_01
Drawing Title	Site Location Plan	Author	JSP
Drawn	JSP	Checked	TJS
Date		Date	

