

DATED 1ST DECEMBER 2016

(1) THE TRUSTEES OF THE SOCIETY SISTERS FAITHFUL COMPANIONS OF JESUS

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
MARIA FIDELIS CONVENT SCHOOL
34 PHOENIX ROAD LONDON NW1 1TA and
1-39 DRUMMOND STREET LONDON NW1 1LY
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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(CF,CMP, HC, ETP, EIC, LL, LP, SDTP, SP)
CLS/COM/LMM/1798.13
s106 v FINAL

THIS AGREEMENT is made the 1st day of December 2016

BETWEEN:

- i. **THE TRUSTEES OF THE SOCIETY SISTERS FAITHFUL COMPANIONS OF JESUS** (incorporated charity trustee under part 12 Charities Act 2011) of Gumley House Convent Twickenham Road Isleworth, Middlesex TW7 6DN trustee of charity registered number 239285 (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL900770 and 227120.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 27 June 2016 and the Council resolved to grant permission conditionally under reference number 2016/3476/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

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

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 "Business 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 businesses of the locality in which the Development is situated

2.4 "Business 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 a Business Parking Bay

2.5 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.6 "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 possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (v) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.7 "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

2.8 "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

2.9 "the Development"

demolition of existing school buildings and erection of a new part two, part three, part four-storey 5 form entry secondary school (1,050 pupils including 300 16+) with associated landscaping, flood-lit multi-use games area (MUGA), cycle parking and servicing as shown on drawing numbers existing site location plan 2698-JW-100 Rev P01; Existing site plan 2698-JW-101 Rev P01; Existing elevations 2698-JW-110 Rev P01; Proposed site plan 2698-JW-200 Rev P01; Proposed GA plan ground floor 2698-

JW-201 Rev P01; Proposed GA plan 1st floor 2698-JW-202 Rev P02; Proposed GA plan 2nd floor 2698-JW-203 Rev P02; Proposed GA plan 3rd floor 2698-JW-204 Rev P02; Proposed GA plan roof level 2698-JW-205 Rev P02; Proposed GA sections 2698-JW-210 Rev P01; Proposed GA elevations – south elevations 2698-JW-215 Rev P01; Proposed GA elevations – north elevations 2698-JW-216 Rev P01; Proposed GA elevations – east/west elevations 2698-JW-217 Rev P02; Proposed GA elevations – entrance bay study 2698-JW-220 Rev P01; Proposed GA elevations – library bay study 2698-JW-221 Rev P01; Proposed GA elevations – bay study sports hall & dance 2698-JW-222 Rev P01; Proposed 3D view – Drummond Crescent 1 2698-JW-225 Rev P02; Proposed 3D view – Drummond Crescent 2 2698-JW-226 Rev P01; Proposed 3D view – Drummond Crescent 3 2698-JW-227 Rev P01; Proposed 3D view – Student Entrance 1 2698-JW-228 Rev P01; Proposed 3D view – Student Entrance 2 2698-JW-229 Rev P01; Proposed 3D view – student Entrance 3 2698-JW-230 Rev P01; Proposed 3D view – Aerial 2698-JW-231 Rev P01; Muga Pitch Lighting Layout 5112-EL-303 Rev A; Landscape Masterplan WWA_1566_LL_101 Rev T06; Boundary Plan WWA_1566_Sk_002 Rev T06; Access & Circulation WWA_1566_Sk_003 Rev T04; and Levels Plan WWA_1566_Sk_009 Rev T01 and supporting documents: Design and Access Statement by Jestico + Whiles; Planning Statement by tp Bennett; Heritage Statement by Built Heritage Consultancy; Historic Environment Assessment by MOLA; Detailed Daylight and Sunlight Report by Bilfinger GVA; BREEAM Pre-

Assessment by Scott White and Hookins; Energy Statement by Low Energy Consultancy Ltd; Sustainability Statement by Low Energy Consultancy Ltd; Air Quality Assessment by Resources and Environmental Consultants Ltd; Environmental Noise Survey by Pace Consult; Ground-borne Vibration Assessment Report by Pace Consult; Phase 1 Preliminary Unexploded Ordnance Risk Assessment by Ordtek; Geo-Environmental Assessment by Geosphere Environmental Ltd; Phase 1 Desk Study and Preliminary Risk Assessment; Phase 2 Ground Investigation Report; Ecological Assessment by JFA; Tree Constraints by JFA; Internal Bat Building Assessment (Clear) (for MFS); Bat Scoping Survey by Wold Ecology Ltd (for Drummond Crescent); Transport Assessment by MLM; School Development Travel Plan by Maria Fidelis Catholic School FCJ; Flood Risk Assessment by Parmarbrook; Statement of Community Involvement by tp Bennett; and Construction Method Statement by Kier Construction.

2.10 "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 4.4 of this Agreement through (but not be limited to) the following:-

- a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;

- b) to ensure a 20% local employment target during the Construction Stage;
- c) to ensure the provision of eight construction apprentices;
- d) use all reasonable endeavours to make provision during the Construction Phase for five work placements;
- e) ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;
- f) commit to following the Local Procurement Code

2.11 "the Existing Buildings"

the buildings existing on the Property as at the date of this Agreement

2.12 "the Highways and Environmental Improvements Contribution"

the sum of £240,241 (two hundred and forty thousand two hundred and forty 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works as identified for indicative purposes only on the Highways Works

Plan and to include the following ("the Highways Works"):-

- (a) widening of footway on Clarendon Grove;
- (b) adoption of footway on Clarendon Grove;
- (c) level change adjustments on Clarendon Grove;
- (d) removal of crossovers in Clarendon Grove;
- (e) installation of bollards on Clarendon Grove;
- (f) removal of crossovers on Drummond Crescent;
- (g) widening of footway on Drummond Crescent;
- (h) repair of footway on Drummond Crescent;
- (i) adoption of footway on Drummond Crescent;
- (j) level change adjustments on Drummond Crescent;
- (k) the assessment and grant of crane licences;
- (l) the undertaking of parking suspensions and alterations and all costs associated with the same;
- (m) consultation on and the carrying out of relevant Traffic Management Orders;
- (n) hoarding licence renewal for Clarendon Grove and Drummond Crescent
- (o) any other works the Council acting reasonably requires as a direct result of the Development

But not including the following works:

- a) any costs associated with the demolition for phase 1, that is not directly related to the Planning Application (such as the hoarding

licence, deposit and renewal for the duration of phase 1).

- b) costs related to the development of the new building.
- c) costs to boundary walls on site or damage to property or structures not owned by the Highways Authority.
- d) skip licenses
- e) hoarding license, deposit and renewal for Phoenix Road
- f) repair, reinstatement and adoption on Phoenix Road.
- g) temporary works required to facilitate the development
- h) any other costs not included within 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

2.13 "the Highways Works Plan"

the plan annexed hereto at the Third Schedule with drawing number L4385/KIER/PHW Rev 01 (not including the 'New Aco drainage gully against building installed by Kier' which is still to be agreed)

2.14 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as

defined in Section 56 of the Act save that for the purposes of this Agreement the following shall be deemed not to be material operations: demolition of the garages, site or soil investigations ground investigations site survey works and the erection of temporary hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly

2.15 "King's Cross
Construction Centre"

the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

2.16 "the Level Plans"

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

2.17 "Local Procurement Code"

the code annexed to the Third Schedule hereto

2.18 "Occupation Date"

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

2.19 "the Parties"

mean the Council and the Owner

2.20 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 27 June 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/3476/P subject to conclusion of this Agreement

2.21 "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

2.22 "the Planning Permission"

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

2.23 "the Property"

the land known as Maria Fidelis Convent School 34 Phoenix Road and 1-39 Drummond Crescent London NW1 1LY the same as shown shaded grey on the plan annexed hereto

2.24 "the Public Highway"

any carriageway footway and/or verge adjoining the Property which is maintainable at public expense at the date of this Agreement

2.25 "School Development Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the School 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 measures/information:

- (a) incorporate the information set out in the draft submission document entitled *School Development Travel Plan*;
- (b) provision of information highlighting the areas pupils travel from and the form of transport they take in order to attend the School;

- (c) promotion of travel awareness activities (for example a Walk to School on Wednesdays program) to be agreed with the Council;
- (d) introduction of cycle training for pupils;
- (e) mechanisms to ensure a review that seeks to increase in the number of cycle spaces on the Property;
- (f) information on the School Travel Plan to be provided to parents, pupils, prospective students and members of the public and to be readily available in a variety of different media; and
- (g) provide to the Council yearly updates on the School's Travel Plan to ensure that it remains up-to-date. Yearly updates will include the results of a hands-up survey showing how pupils travel to the School and how they would like to travel to school and an update of the School Travel Plan in line with Department for Education and Skills standards

2.26 "the School Development 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

2.27 "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 document entitled *Sustainability Statement for Maria Fidelis School on behalf of Kier Group and Briggs and Forrester Engineering Services* dated 14 June 2016 by Low Energy Consultancy Ltd
- (b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property achieving a Very Good rating but using reasonable endeavours to achieve an Excellent rating ;
- (c) 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;
- (d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (e) 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

- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 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 Any agreement, approval, certificate, consent or expression of satisfaction to be given by any party under this Agreement shall not be unreasonably withheld or delayed

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 To ensure that prior to occupying or using any unit of the Development each new occupier or user 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:
- a) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
 - b) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 Not to occupy or use (or permit the occupation or use of) any part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official street number(s) of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying the Development that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 CONSTRUCTION MANAGEMENT PLAN

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

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.2.3 The Owner acknowledges and agrees that the Council 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 minimum reasonably possible impact on and disturbance to the surrounding environment and highway network.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the approved Construction Management Plan (in such form as has been approved by the Council under clause 4.2.2 of this Agreement subject to such later variations as are proposed by the Owner and approved in writing by the Council) and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.3 HIGHWAYS AND ENVIRONMENTAL IMPROVEMENTS

4.3.1 On or prior to the Implementation Date to:-

- a) pay to the Council the Highways and Environmental Improvements Contribution in full; and
- b) submit to the Council the Level Plans for approval.

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

- a) received the Highways and Environmental Improvements Contribution in full; and
- b) approved the Level Plans as demonstrated by written notice to that effect.

4.3.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.4 **EMPLOYMENT AND TRAINING PLAN**

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

4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

4.4.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the approved Employment and Training Plan (in such form as has been approved by the Council under clause 4.4.2 of this Agreement subject to such later variations as are proposed by the Owner and approved in writing by the Council) and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.4.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment and Training Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the

Development otherwise than in strict accordance with the requirements of the Employment and Training Plan

4.5 LOCAL EMPLOYMENT

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

4.5.2 In order to facilitate compliance with the requirements of sub-clause 4.5.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

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

4.5.3 The Owner shall at all times during the Construction Phase use all reasonable endeavours to employ no less than eight construction apprentices at the Development always ensuring each apprentice shall be:-

- a) recruited through the Kings Cross Construction Centre;

- b) employed for a period of not less than 52 weeks; and
- c) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>.

4.5.4 The Owner shall ensure that during the Construction Phase of the Development no less than five work placements and/or work experience opportunities are provided at the Development.

4.5.5 Notwithstanding the provisions in clauses 4.5.3 and 4.5.4 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.6 LOCAL PROCUREMENT

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

4.6.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.6.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.6.4 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.

4.7 SCHOOL DEVELOPMENT TRAVEL PLAN

4.7.1 On or prior to the Implementation Date to submit to the Council the School Development Travel Plan for approval.

4.7.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the School Development Travel Plan as demonstrated by written notice to that effect.

4.7.3 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 School Development 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 School Development Travel Plan.

4.8 **SUSTAINABILITY PLAN**

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

4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability 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 Sustainability 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 Sustainability 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 Sustainability Plan.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/3476/P the date upon which the Development is ready for Occupation.
- 5.3 The Parties shall act in good faith and shall co-operate with one another to facilitate the Owner's discharge and performance of all obligations contained herein and the Owner shall use all reasonable endeavours to comply with any reasonable requests of the Council to have access to any part of the Property (subject to reasonable notice and timings to be agreed with Owner, acting reasonably) or any requests to provide relevant 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 acknowledges that the Council may seek its reasonable expenses reasonably incurred in respect of and will not be liable in respect of breach by the Owner of any of the Owner's obligations contained in this Agreement (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 Borough Solicitor 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 (on PlanningObligations@camden.gov.uk) 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 2016/3476/P.

5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by (or on behalf of) the Owner to the Council by 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 2016/3476/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 AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

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

5.10 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, Placeshaping and Economic Development Section, Regeneration and Planning Division, Supporting Communities Directorate, Town Hall, Judd Street, London WC1H 9LP or via email to PlanningObligations@camden.gov.uk quoting the Planning Permission reference number 2016/3476/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **JOINT AND SEVERAL LIABILITY**

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

8. **RIGHTS OF THIRD PARTIES**

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

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

EXECUTED AS A DEED BY)
THE TRUSTEES OF THE SOCIETY)
SISTERS FAITHFUL COMPANIONS)
OF JESUS)
by the affixing of the Common Seal)
in the presence of:-)

Mary Clare Syle
.....

Trustee

Patricia Beindy
.....

Trustee

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

R. Alexander
.....

Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

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

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

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

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

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

THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

- all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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

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

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the Owner s to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out

the above clauses contained in section 2 above, which will apply to them as the Owner , their main contractor and subcontractors.

Facilities Management

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

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

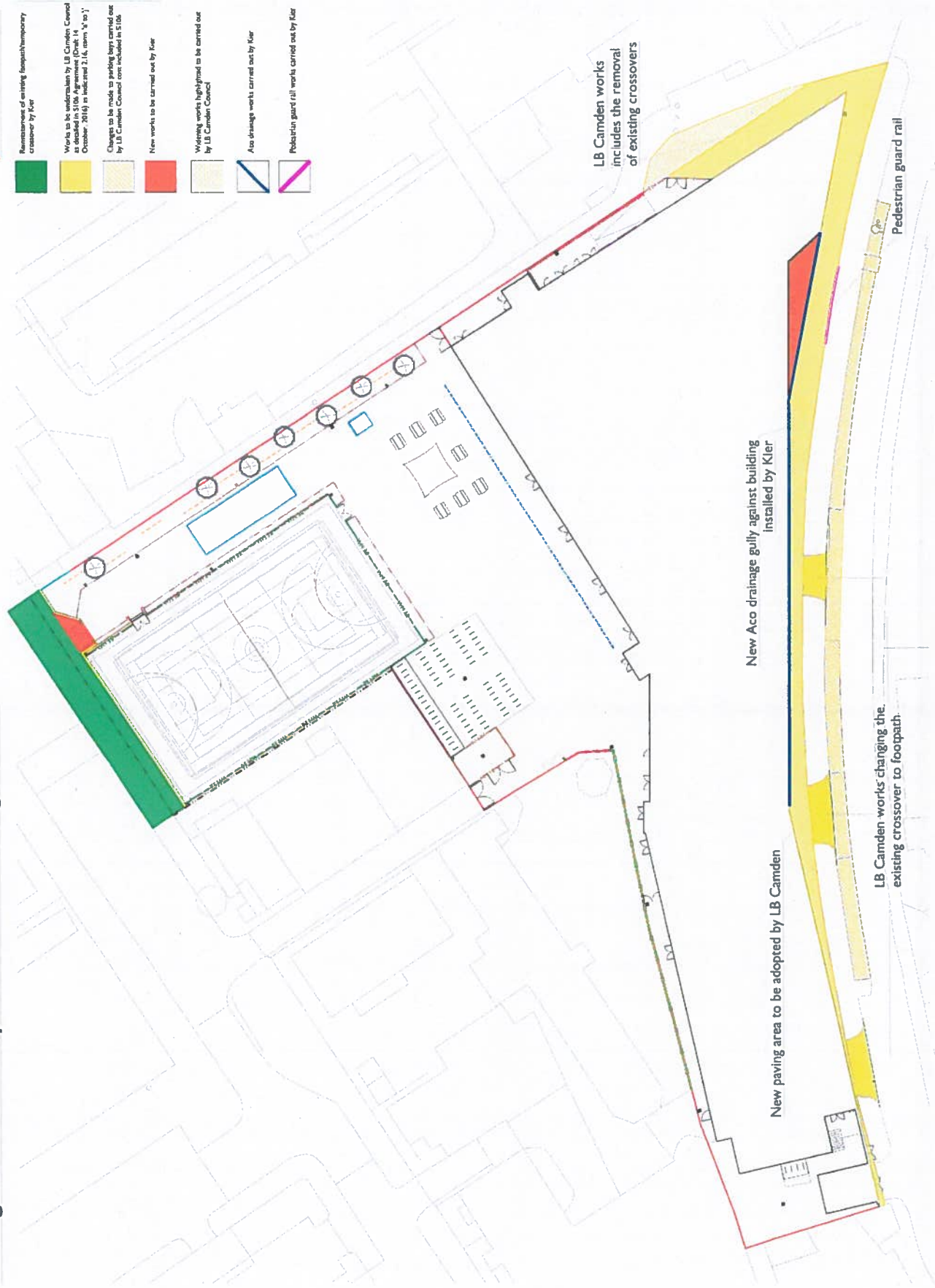
**THE THIRD SCHEDULE
THE HIGHWAYS WORKS PLAN**



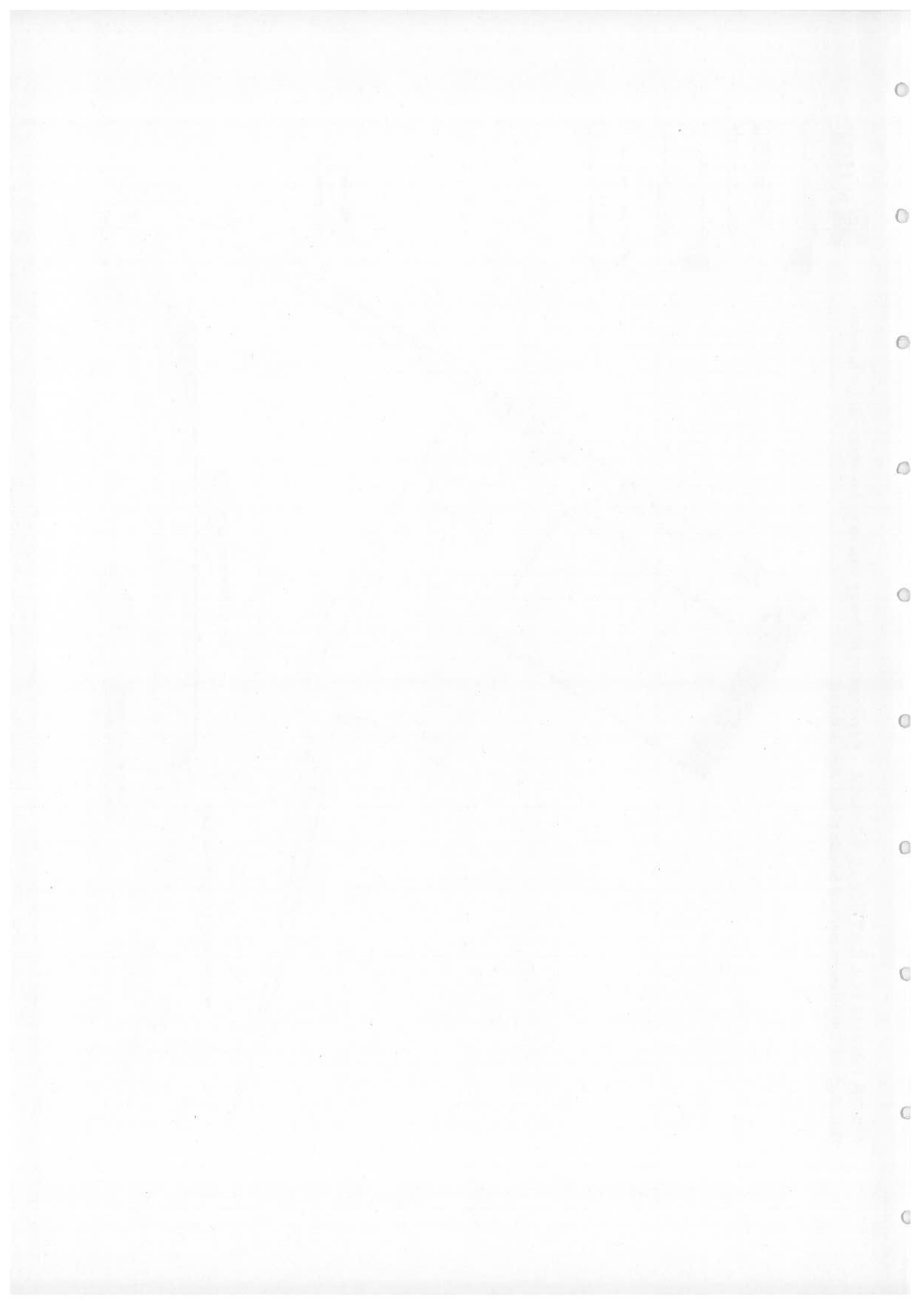
MARIA FIDELIS FCL CATHOLIC SCHOOL - Permanent highway works to be undertaken London Borough of Camden as part of Section 106 Agreement



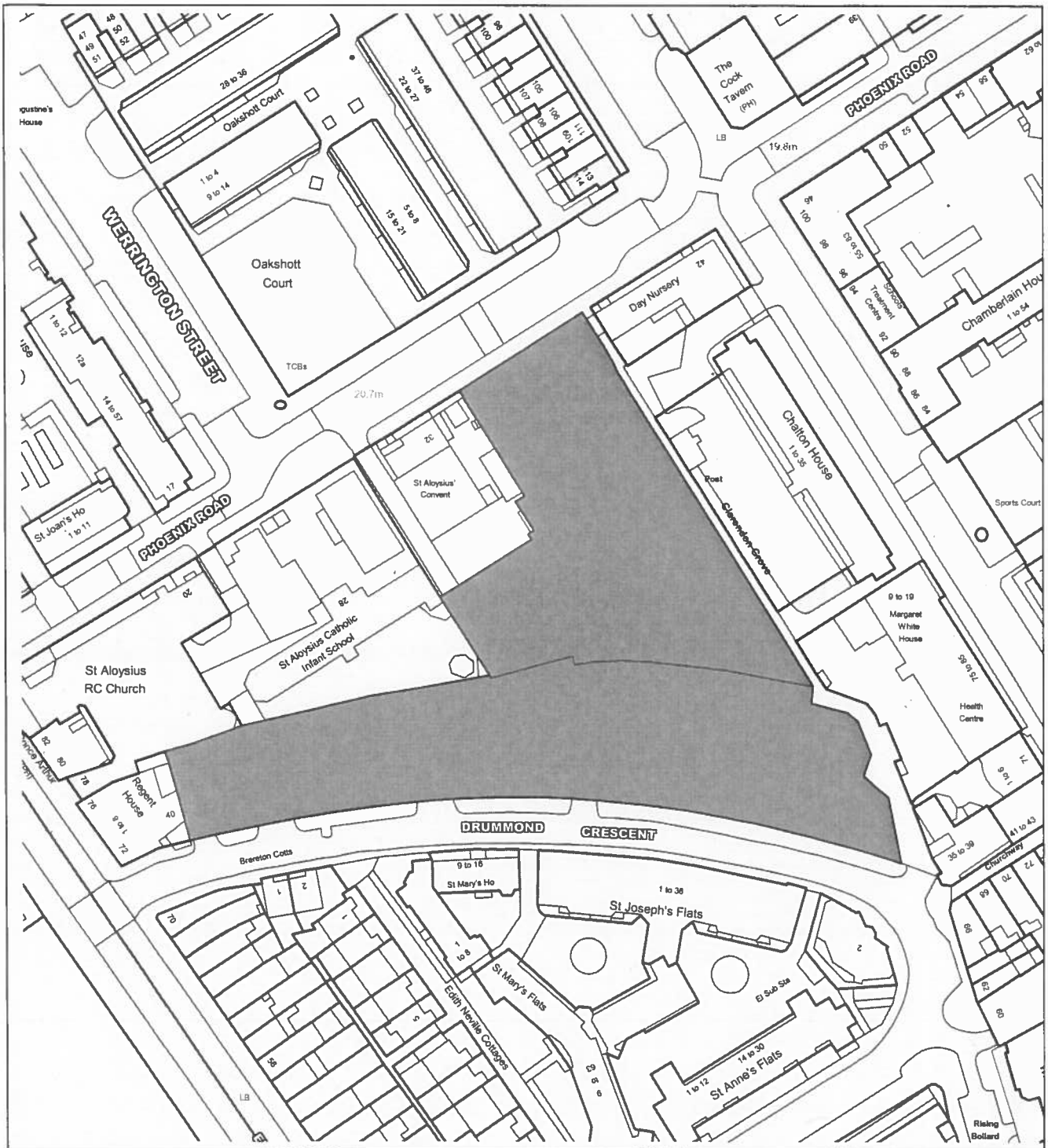
- Reinstatement of existing footpath/temporary crossover by Kier
- Works to be undertaken by LB Camden Council as part of Section 106 Agreement (to be completed by October 2018) as indicated in Item 'a' on '1'
- Changes to be made to existing plans carried out by LB Camden Council (not included in S.106)
- New works to be carried out by Kier
- Writing works highlighted to be carried out by LB Camden Council
- Also drainage works carried out by Kier
- Pedestrian guard rail works carried out by Kier



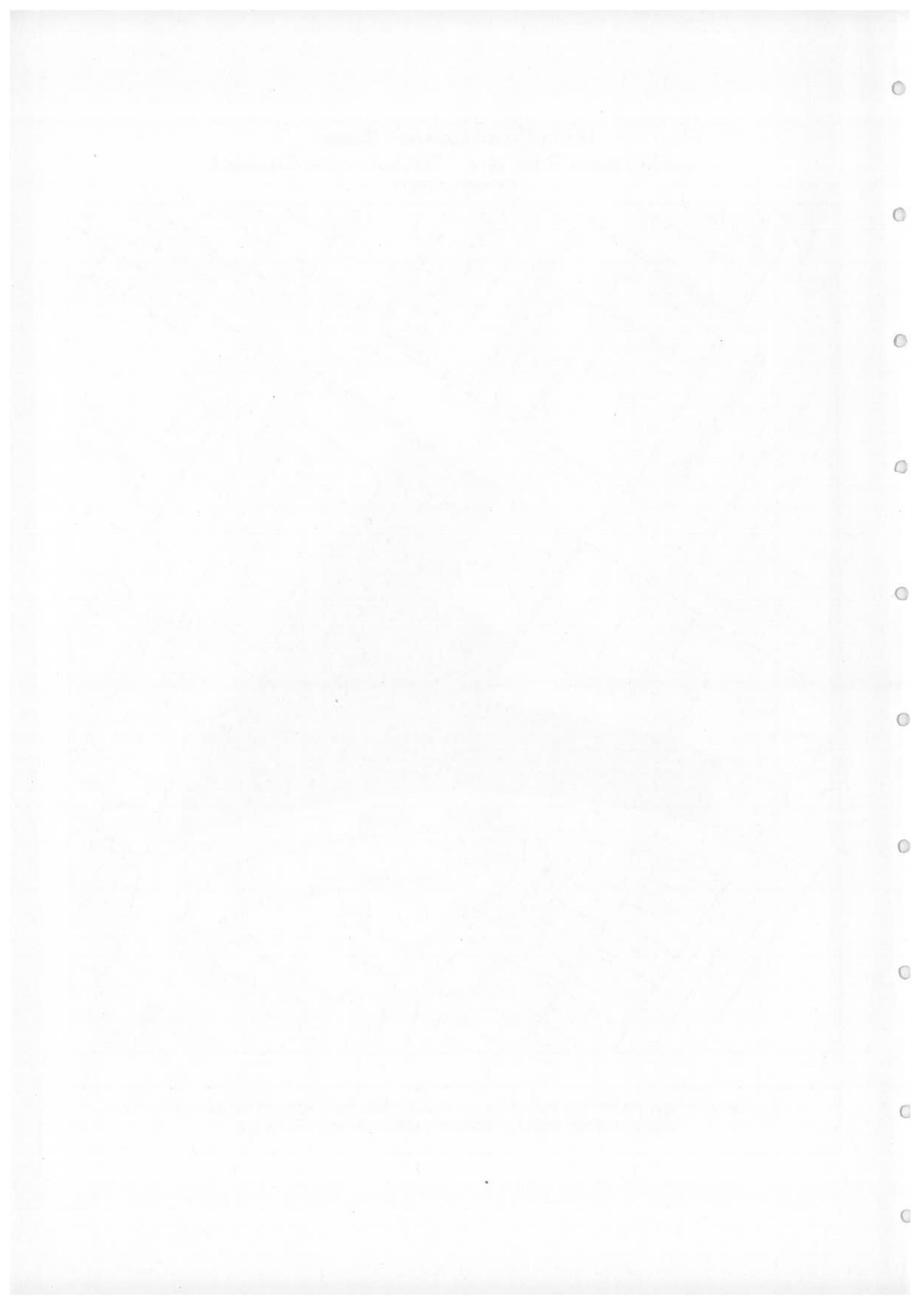
Job Title: **Anna Hobbs**
 Drawing Title: **03BUREL/11/10**
 Scale: **1:100**
 Date: **14/11/2016**
 Rev: **01**
 NOT TO SCALE



Maria Fidelis Convent School
1-39 Phoenix Road and 1-39 Drummond Crescent
2016/3476/P



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tp bennett LLP
One America Street
London
SE1 ONE

Application Ref: **2016/3476/P**

28 November 2016

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Maria Fidelis School
34 Phoenix Road and 1-39 Drummond Crescent
London
NW1 1TA

DECISION
Proposal: Demolition of existing school buildings and erection of a new part two, part three, part four-storey 5 form entry secondary school (1,050 pupils including 300 16+) with associated landscaping, flood-lit multi-use games area (MUGA), cycle parking and servicing.

Drawing Numbers:

Existing site location plan 2698-JW-100 Rev P01; Existing site plan 2698-JW-101 Rev P01; Existing elevations 2698-JW-110 Rev P01; Proposed site plan 2698-JW-200 Rev P01; Proposed GA plan ground floor 2698-JW-201 Rev P01; Proposed GA plan 1st floor 2698-JW-202 Rev P02; Proposed GA plan 2nd floor 2698-JW-203 Rev P02; Proposed GA plan 3rd floor 2698-JW-204 Rev P02; Proposed GA plan roof level 2698-JW-205 Rev P02; Proposed GA sections 2698-JW-210 Rev P01; Proposed GA elevations - south elevations 2698-JW-215 Rev P01; Proposed GA elevations - north elevations 2698-JW-216 Rev P01; Proposed GA elevations - east/west elevations 2698-JW-217 Rev P02; Proposed GA elevations - entrance bay study 2698-JW-220 Rev P01; Proposed GA elevations - library bay study 2698-JW-221 Rev P01; Proposed GA elevations - bay study sports hall & dance 2698-JW-222 Rev P01; Proposed 3D view - Drummond Crescent 1 2698-JW-225 Rev P02; Proposed 3D view - Drummond Crescent 2 2698-JW-226 Rev P01; Proposed 3D view - Drummond Crescent 3 2698-JW-227 Rev P01; Proposed 3D view - Student

Entrance 1 2698-JW-228 Rev P01; Proposed 3D view - Student Entrance 2 2698-JW-229 Rev P01; Proposed 3D view - student Entrance 3 2698-JW-230 Rev P01; Proposed 3D view - Aerial 2698-JW-231 Rev P01; Muga Pitch Lighting Layout 5112-EL-303 Rev A; Landscape Masterplan WWA_1566_LL_101 Rev T06; Boundary Plan WWA_1566_Sk_002 Rev T06; Access & Circulation WWA_1566_Sk_003 Rev T04; and Levels Plan WWA_1566_Sk_009 Rev T01.

Supporting Documents:

Design and Access Statement by Jestico + Whiles; Planning Statement by tp Bennett; Heritage Statement by Built Heritage Consultancy; Historic Environment Assessment by MOLA; Detailed Daylight and Sunlight Report by Bilfinger GVA; BREEAM Pre-Assessment by Scott White and Hookins; Energy Statement by Low Energy Consultancy Ltd; Sustainability Statement by Low Energy Consultancy Ltd; Air Quality Assessment by Resources and Environmental Consultants Ltd; Environmental Noise Survey by Pace Consult; Ground-borne Vibration Assessment Report by Pace Consult; Phase 1 Preliminary Unexploded Ordnance Risk Assessment by Ordtek; Geo-Environmental Assessment by Geosphere Environmental Ltd; Phase 1 Desk Study and Preliminary Risk Assessment; Phase 2 Ground Investigation Report; Ecological Assessment by JFA; Tree Constraints by JFA; Internal Bat Building Assessment (Clear) (for MFS); Bat Scoping Survey by Wold Ecology Ltd (for Drummond Crescent); Transport Assessment by MLM; School Development Travel Plan by Maria Fidelis Catholic School FCJ; Flood Risk Assessment by Parmarbrook; Statement of Community Involvement by tp Bennett; and Construction Method Statement by Kier Construction.

The Council has considered your application and decided to grant permission subject to the conditions and informatives 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.

Conditions and Reasons:

- 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:

Drawing Numbers:

Existing site location plan 2698-JW-100 Rev P01; Existing site plan 2698-JW-101

Rev P01; Existing elevations 2698-JW-110 Rev P01; Proposed site plan 2698-JW-200 Rev P01; Proposed GA plan ground floor 2698-JW-201 Rev P01; Proposed GA plan 1st floor 2698-JW-202 Rev P02; Proposed GA plan 2nd floor 2698-JW-203 Rev P02; Proposed GA plan 3rd floor 2698-JW-204 Rev P02; Proposed GA plan roof level 2698-JW-205 Rev P02; Proposed GA sections 2698-JW-210 Rev P01; Proposed GA elevations - south elevations 2698-JW-215 Rev P01; Proposed GA elevations - north elevations 2698-JW-216 Rev P01; Proposed GA elevations - east/west elevations 2698-JW-217 Rev P02; Proposed GA elevations - entrance bay study 2698-JW-220 Rev P01; Proposed GA elevations - library bay study 2698-JW-221 Rev P01; Proposed GA elevations - bay study sports hall & dance 2698-JW-222 Rev P01; Proposed 3D view - Drummond Crescent 1 2698-JW-225 Rev P02; Proposed 3D view - Drummond Crescent 2 2698-JW-226 Rev P01; Proposed 3D view - Drummond Crescent 3 2698-JW-227 Rev P01; Proposed 3D view - Student Entrance 1 2698-JW-228 Rev P01; Proposed 3D view - Student Entrance 2 2698-JW-229 Rev P01; Proposed 3D view - student Entrance 3 2698-JW-230 Rev P01; Proposed 3D view - Aerial 2698-JW-231 Rev P01; Muga Pitch Lighting Layout 5112-EL-303 Rev A; Landscape Masterplan WWA_1566_LL_101 Rev T06; Boundary Plan WWA_1566_Sk_002 Rev T06; Access & Circulation WWA_1566_Sk_003 Rev T04; and Levels Plan WWA_1566_Sk_009 Rev T01.

Supporting Documents:

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

- 3 Prior to the occupation of the replacement school building full details of hard and soft landscaping, including tree planting and means of enclosure of all un-built, open areas and of the MUGA 'or' ball court and running track (whichever option is pursued) have been submitted to and approved by the local planning authority in writing. [Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels.] The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in

the scheme and to preserve the setting of a listed building in accordance with the requirements of policy CS14 and CS15 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 Prior to first occupation of the replacement school building full details of the following cycle storage shall be submitted to and approved in writing by the Local Planning Authority:
- a) 34 student long stay parking,
 - b) 8 staff long stay parking; and
 - c) 10 short stay visitor parking

The development shall not be occupied until the facilities as approved are completed and available for use. All such facilities shall thereafter be retained and maintained.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP18, DP19 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Sample panels of the following shall be provided on site and shall be approved in writing by the local planning authority before the relevant parts of the works are commenced:
- a) Brickwork to the school buildings (minimum 1.5m x 1.5m in size) including glazed opening, cill and reveal detail and demonstrating the proposed colour, texture, face-bond and pointing.
 - b) All facing materials including coping, soffits, windows and doors.

The approved panels shall be retained on location until the work has been completed.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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

- 6 Full details, including samples, of the boundary treatment for the entire perimeter of the site shall be provided on site and shall be approved in writing by the local planning authority before the relevant parts of the works are commenced.

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 of the London Borough of Camden Local Development Framework Development

Policies.

- 7 All hard and soft landscaping works, including the planting of trees on the school site shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the development. Any newly planted 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 satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies CS14, and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to occupation of the replacement school building full details of a biodiverse, substrate-based extensive living roof shall be submitted to and approved in writing by the local planning authority. The design and planting scheme should reflect the local conditions and species of interest. The details shall include the following:

- a) A detailed maintenance plan.
- b) Details of its construction and the materials used.
- c) A section at a scale of 1:20 showing substrate depth averaging 130mm with added peaks and troughs to provide variations between 80mm and 150mm and
- d) Full planting details including species showing planting of at least 16 plugs per m2.

The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the premises are first occupied. Guidance on living roofs is available in the Camden Biodiversity Action Plan: Advice Note on Living Roofs and Walls.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 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.

- 9 Prior to occupation of the replacement school building, full details of a lighting strategy (both temporary and permanent) shall be submitted to and agreed in writing by the Local Planning Authority. This shall include information about potential light spill on to buildings, trees, lines of vegetation and bat boxes plus a lux level contour plan which should extend outwards to incremental levels to zero lux. The lighting strategy should ensure no light spill outside of the site boundaries and should demonstrate how it seeks to minimise impact on bats.

Reason: To limit the impact of light pollution from artificial light on local amenity, intrinsically dark landscapes and nature conservation, in line with paragraph 125 of

the National Planning Policy Framework (2012) and in compliance with the Habitats Regulations and the Wildlife & Countryside Act 1981 (as amended).

- 10 External artificial lighting at the development shall not exceed lux levels of vertical illumination at neighbouring premises that are recommended by the Institution of Lighting Professionals in the 'Guidance Notes For The Reduction Of Light Pollution 2011'. Lighting should be minimized and glare and sky glow should be prevented by correctly using, locating, aiming and shielding luminaires, in accordance with the Guidance Notes.

Reason: To ensure that the amenity of occupiers of surrounding premises is not adversely affected by lighting in accordance with policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 11 The sustainable drainage system as approved (Flood Risk Assessment and associated Appendices by Parmabrook, dated June 2016; PB-1568-Planning Response by Mark Gordon of Parmabrook dated 04/08/2016; and completed SuDS Proforma by Mark Gordon of Parmabrook and dated 04/08/2016) shall be installed as part of the development to accommodate all storms up to and including a 1:100 year storm with a 30% provision for climate change, such that flooding does not occur in any part of a building or in any utility plant susceptible to water and to achieve a 50% reduction in run off rate (based on the 1:20 year peak storm event). The system shall include permeable paving providing 255m³ attenuation and attenuation tank providing 140m³ attenuation, alongside rainwater harvesting, green roofs and a conveyance swale, as stated in the approved drawings.

Prior to commencement of the development, a lifetime maintenance plan demonstrating how the sustainable drainage system as approved will be maintained submitted to and approved in writing by the local planning authority.

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.

- 12 Prior to the commencement of any works on site, details demonstrating how trees shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction".

Such measures to include the installation of a vertical barrier to protect tree root zones. No works, tracking of heavy machinery or storage of materials shall take place in such protected areas.

All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing

trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 13 Air quality monitoring should be implemented on site. No development shall take place until full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they have been installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance and have been in place for 3 months prior to the proposed implementation date. The monitors shall be retained and maintained on site for the duration of the development in accordance with the details thus approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policy DP32 of the of the London Borough of Camden Local Development Framework Development Policies.

- 14 Prior to the occupation of the replacement school building, full details of the proposed mechanical ventilation system demonstrating that air inlet locations will be positioned away from busy roads and as close to roof level as possible should be submitted to the Local Planning Authority and approved in writing. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of residents in accordance with policy DP26 of the London Borough of Camden Local Development Framework Development Policies and policy 7.14 of the London Plan.

- 15 At least 28 days before the demolition of the existing school buildings, a written scheme of remediation measures 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.

- 16 The new multi-use games area hereby approved shall not be used or lit other than between the hours of 8am - 9pm Monday to Saturdays and 10am - 4pm on Sunday.

Reason: To ensure that the amenity of occupiers in surrounding premises are not adversely affected by noise from activities or people at or leaving the site in accordance with policy CS5 of the Camden Core Strategy and policies DP26 and DP28 of the Camden Development Policies of the Camden Local Development Framework.

- 17 Details of bird and bat nesting boxes or bricks shall be submitted to and approved in writing by the Local Planning Authority prior to the occupation of the replacement school building. Details shall include the exact location, height, aspect, specification and indication of species to be accommodated. Boxes shall be installed in accordance with the approved plans prior to the first occupation of the development and thereafter maintained. Guidance on biodiversity enhancements including artificial nesting and roosting sites is available in the Camden Biodiversity Action Plan: Advice Note on Landscaping Schemes and Species Features.

Reason: To ensure the development provides the appropriate provision towards creation of habitats and valuable areas for biodiversity in accordance with policy 7.19 of the London Plan and Policy CS15 of the London Borough of Camden Local Development Framework Core Strategy

- 18 Prior to the demolition of the existing school building a method statement for a precautionary working approach to demolition and construction should be submitted to the Local Authority and approved in writing, in accordance with the recommendations in the Bat Scoping Survey, December 2015. If any protected species are found the applicant may need to apply for a protected species licence from Natural England, evidence of which should be submitted to the Local Authority.

If more than 1 year passes between the most recent bat survey and the commencement of works, an updated bat survey must be undertaken immediately prior to commencement, by a licensed bat worker. Evidence that the survey has been undertaken shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of works.

Reason: To ensure compliance with the Conservation of Habitats and Species Regulations 2010 and the Wildlife & Countryside Act 1981 (as amended).

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

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

- 20 None of the development hereby permitted shall be commenced until detailed design and construction method statements for all the ground floor structures, foundations and basements and for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the Local Planning Authority which:

- i. Accommodate the proposed location of the Crossrail 2 structures including tunnels, shafts and temporary works,
- ii. Accommodate ground movement arising from the construction thereof,

iii. Mitigate the effects of noise and vibration arising from the operation of the Crossrail 2 railway within the tunnels and other structures,

The development shall be carried out in all respects in accordance with the approved design and method statements. All structures and works comprised within the development hereby permitted which are required by paragraphs C1 i, ii and iii and of this condition shall be completed, in their entirety, before any part of the building is occupied.

Reason: In order to protect the ensure there is no impact on Crossrail works, the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 21 No tannoy or public address systems shall be used unless details have been submitted to and approved in writing by the Council. Approved details shall be implemented prior to use and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of surrounding premises is not adversely affected by noise in accordance with policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 22 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.

- 23 Neither music nor amplified voices emitted from the school development shall be audible at any residential/ noise sensitive premises.

Reason: To safeguard the amenities of the adjoining properties and the area generally in accordance with the requirements of 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.

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

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

- 25 No persons shall use the building after school hours between 9pm and 8am the next day Monday to Saturdays and between 4pm and 10am the next day on Sunday and Bank Holidays.

Reason: To safeguard the amenities of adjoining premises and the area generally in accordance with the requirements of policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 26 Prior to first occupation of the replacement school building, 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.

- 27 No 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 sewerage 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 sewerage utility infrastructure and piling has the potential to impact on local underground sewerage utility infrastructure.

- 28 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.

Informatives:

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Transport for London is prepared to provide to information about the proposed location of the Crossrail 2 tunnels and structures. It will supply guidelines about the design and location of third party structures in relation to the proposed tunnels, ground movement arising from the construction of the tunnels and noise and vibration arising from the construction and use of the tunnels. Applicants are encouraged to discuss these guidelines with the Crossrail 2 engineer in the course of preparing detailed design and method statements.
- 3 Guidance on biodiversity enhancements including artificial nesting and roosting sites is available in the Camden Biodiversity Action Plan: Advice Note on Landscaping Schemes and Species Features.
- 4 You are advised that the biodiversity information/ecological assessment provided as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre.
- 5 The sound insulation of the building envelope has to comply with levels recommended by BB (Building Bulletin) 93.
- 6 You are advised that 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 you 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 it is proposed to discharge to a public sewer, prior approval from Thames Water Developer

Services will be required. They can be contacted by telephone on 0800 009 3921.

- 7 You are advised that a Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result in prosecution. (Domestic usage for example includes - toilets, showers, washbasins, baths, private swimming pools and canteens). Typical Trade Effluent processes include:
- Laundrette/Laundry, PCB manufacture, commercial swimming pools, photographic/printing, food preparation, abattoir, farm wastes, vehicle washing, metal plating/finishing, cattle market wash down, chemical manufacture, treated cooling water and any other process which produces contaminated water. Pre-treatment, separate metering, sampling access etc., may be required before the Company can give its consent. Applications should be made at <http://www.thameswater.co.uk/business/9993.htm> or alternatively to Waste Water Quality, Crossness STW, Belvedere Road, Abbeywood, London. SE2 9AQ. They can be contacted by telephone on 020 3577 9200.
- 8 You are advised that Thames Water expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.
- 9 You are advised that a Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.
- Thames Water would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wqriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.
- 10 You are advised that 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 at which it leaves Thames Water's pipes. The developer should take account of this minimum pressure in the design of the proposed development.
- 11 You are advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.
- 12 You are advised to either submit evidence that the building was built post 2000 or provide an intrusive pre-demolition and refurbishment asbestos survey in accordance with HSG264 supported by an appropriate mitigation scheme to control risks to future occupiers. The scheme must be written by a suitably qualified person and shall be submitted to the local planning authority and must be approved prior to commencement to the development. The scheme as submitted

shall demonstrably identify potential sources of asbestos contamination and detail removal or mitigation appropriate for the proposed end use. Detailed working methods are not required but the scheme of mitigation shall be independently verified to the satisfaction of the local planning authority prior to occupation.

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

Yours faithfully

Supporting Communities Directorate

DRAFT

DECISION





DATED 1ST DECEMBER 2016

(1) THE TRUSTEES OF THE SOCIETY SISTERS FAITHFUL COMPANIONS OF JESUS

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
MARIA FIDELIS CONVENT SCHOOL
34 PHOENIX ROAD LONDON NW1 1TA and
1-39 DRUMMOND STREET LONDON NW1 1LY
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
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London Borough of Camden
Town Hall
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London WC1H 9LP

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(CF,CMP, HC, ETP, EIC, LL, LP, SDTP, SP)
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