

DATED 6TH SEPTEMBER 2013

(1) CANAL & RIVER TRUST

and

(2) STARBUCKS COFFEE CO (UK) LTD

and

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

AGREEMENT
relating to land known as
LOCK KEEPERS COTTAGE, 289 CAMDEN HIGH STREET, LONDON NW1 7BX
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 6007
Fax: 020 7974 1920

CLS/COM/JL/1685.1465
vFINAL

THIS AGREEMENT is made the 6th day of September 2013

B E T W E E N:

1. **CANAL & RIVER TRUST** (Co. Regn. No. 07807276) whose registered office is at First Floor North Station House, 500 Elder Gate, Milton Keynes, MK1 1BB (hereinafter called "the Freeholder") of the first part
2. **STARBUCKS COFFEE CO (UK) LTD** of Starbucks Coffee Company, Building 4 | Chiswick Park | 566 Chiswick High Road | London | W4 5YE (hereinafter called "the Leaseholder") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL71156.
- 1.2 The Leaseholder has a 15 year lease of the Property dated 29 July 2002
- 1.3 The Freeholder is the freehold owner of the Property and the Leaseholder is the leasehold owner of the Property and are both interested in the Property for the purposes of Section 106 of the Act and the Freeholder and the Leaseholder shall hereinafter together be referred to as "the Owner".
- 1.4 A planning application for the Development of the Property was submitted to the Council and validated on 25 October 2012 and the Council resolved to grant permission conditionally under reference number 2012/5726/P subject to the conclusion of this legal Agreement.
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper

planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.6 For that purpose the Freeholder and the Leaseholder are each willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- | | | |
|-----|---------------------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Certificate of Completion" | written confirmation on behalf of the Council to the Leaseholder confirming that the all the terms of the Management Plan have been fully implemented within the Property. |
| 2.4 | "the CIC" | the information centre to be operated in the Property to provide primarily for the dissemination of information to members of the public about the current operation and history of the Regent's Canal and the Property and other relevant matters relating to local history and in addition for the purpose of providing other relevant up to date information promoting inter alia local tourist attractions |
| 2.5 | "the Community Working Group" | the working group to be convened in accordance with the requirements of this Agreement the |

objectives of which shall be to hold meetings to liaise discuss advise and where appropriate make recommendations to the Leaseholder in respect of matters relating to management and operation of the CIC.

2.6 "the Development"

Change of use from canal information centre with ancillary coffee shop/cafe (Sui Generis), to mixed use information centre and coffee shop (Sui Generis) as shown on drawing numbers Site location plan, SU-11; BRS.0102_05-1; BRS.0102_03-1B; Regent's Canal Information Centre and Coffee Shop Management Plan dated August 2013; ~~Cover letter dated 20/12/2012 by J. Farzey. (LBC)~~

2.7 "Interested Parties"

the Regent's Canal Conservation Area Advisory Committee, Inland Waterways Association, Friends of Regent's Canal; Camden Railway Heritage Trust, Canal & River Trust, Inland Waterways Associations, Regent's Network and London Waterways Commission or such other persons or bodies in the locality of the Camden Lock area which the Council and the Owner consider should be involved in the running of the CIC

2.8 "Liaison Officer"

the person responsible for liaising with the Interested Parties and any other interested parties about the operation of the Community Working Group and who for the avoidance of doubt may be an employee of the Owner

2.9 "Management Plan"

The plan prepared by the Leaseholder and approved by the Council entitled Regent's Canal Information Centre and Coffee Shop

Management Plan dated August 2013 appended at Appendix 1 of this Agreement setting out the package of measures to be adopted by the Owner in the management and operation of the CIC and any amendment to such plan (whether raised at a meeting of the Community Working Group or otherwise) which may be agreed from time to time provided that any such amendment is subject to discussion with the Owner Interested Parties and the Council and agreed by the Council in writing before being implemented

- 2.10 "Management Plan Implementation Notice" means the notice served by the Owner upon the Council pursuant to clause 4.1
- 2.11 "the Parties" mean the Council and the Freeholder and the Leaseholder
- 2.12 "Plan 1" the plan showing the ground floor layout of the Property annexed hereto and labelled "Plan 1"
- 2.13 "Plan 2" the plan annexed hereto and labelled "Plan 2"
- 2.14 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 25 October 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/5726/P subject to conclusion of this Agreement
- 2.15 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning

obligations pursuant to Section 106 of the Act and to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.16 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto at Appendix 2

2.17 "the Property"

the land known as the Lock Keepers Cottage, 289 Camden High Street, London NW1 7BX the same as shown shaded grey on Plan 2

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 Freeholder and the Leaseholder as provided herein and against any person deriving title to any part of the Property from the Freeholder and the Leaseholder 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 or interpretation.

3.5 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.6 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS**

OWNER'S OBLIGATIONS

The Owner hereby covenants with the Council as follows:-

MANAGEMENT PLAN

4.1 To ensure that that the terms of the Management Plan as approved by the Council are implemented as soon as possible and no later than 30 September 2013 where upon it shall serve a Management Plan Implementation Notice upon the Council where after the Council shall issue a Certificate of Completion in respect thereof.

4.2 To ensure that the CIC shall be retained in operation and to manage the Development in strict accordance with the Management Plan as approved by the Council in writing periodically or from time to time and not to occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Management Plan.

COMMUNITY WORKING GROUP

4.3. From the date of execution 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 Community Working Group:

- (a) representatives of the Interested Parties
- (b) an appropriate representative of the Leaseholder
- (c) a representative of the Council

- (d) any other person or persons having a direct interest in the management of the CIC as the case may be reasonably nominated by the Council (subject to a maximum of two (2) persons)
- 4.4 To
- (a) appoint the Liaison Officer such person to organise and attend all meetings of the Community Working Group; and
 - (b) ensure an appropriate venue within easy walking distance of the Property is procured for each meeting of the Community Working Group.
- 4.5 To give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Community Working Group to all members of such Community Working Group.
- 4.6 To ensure that meetings of the Community Working Group shall take place at least once a year **PROVIDED ALWAYS** that any member of the Community Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to convene an extraordinary meeting of the Community Working Group to consider matters specified in the written notice as requiring discussion **AND PROVIDED ALSO** that if the Community Working Group decide to meet less frequently than once a year then meetings of the Community Working Group shall be convened at such intervals as the Community Working Group considers appropriate.
- 4.7 To ensure that an accurate written minute is kept of each meeting of the Community Working Group recording the discussion of issues and any decisions taken by the Community Working Group (this to be circulated by the Owner or the Owner's representative to all members of the group within fourteen (14) days of each meeting).

COUNCIL'S OBLIGATIONS

The Council hereby covenants with the Owner as follows:

4.8 To use reasonable endeavours within 10 working days of its receipt of a Management Plan Implementation Notice to inspect the Property whereupon if it is reasonably satisfied that the Owner has complied with the terms of the Management Plan to serve a Certificate of Completion upon the Owner within a further period of 10 working days or if not satisfied to provide written confirmation of the further steps required to be carried out before a Certificate of Completion can be served

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

5.1 The Freeholder Leaseholder and the Council HEREBY AGREE AND DECLARE that clauses 2.7, 2.21 and 6 of the Section 106 Agreement dated 15 March 1999 between (1) Sussex Wharf Limited and (2) The council and which relates to planning permissions PE9700702R3 and PE9700713R3 shall cease to apply to the Property from the date of this Agreement

5.2 The Owner and the Council shall act in good faith and the Owner 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 Leaseholder's possession (at the Leaseholder's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.3 The Leaseholder and the Freeholder each separately covenant 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.

5.4 The submission of the Management Plan and any variation thereto for approval by the Council under the terms of this Agreement may be made by the Owner sending to the Council 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 planning reference 2012/57126/P whereupon the Council shall act reasonably to agree any such variation or provide written reasons as to why the requested variation is deemed to be unsuitable as soon as possible.

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 reference number 2012/5726/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 Leaseholder agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights,

powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Freeholder the Leaseholder 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **FREEHOLDER**

- 7.1 The Leaseholder hereby covenants with the Freeholder to observe and perform the obligations on the part of the Owner herein contained and to indemnify the Freeholder from and against all costs claims charges expenses demands and liabilities reasonably incurred by the Owner arising out of any breach non-observance or non-performance of the provisions hereof

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 Freeholder have caused their respective Common
Seals to be hereunto affixed and the Leaseholder has executed this instrument as their
Deed the day and year first before written

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EXECUTED AS A DEED BY AFFIXING)
THE COMMON SEAL OF THE)
CANAL & RIVER TRUST)
~~was hereunto affixed~~)
in the presence of:-/)
~~acting by a Director and its Secretary~~)
~~or by two Directors~~)



Paul Ferndale
.....

Authorised Signatory

EXECUTED AS A DEED BY)
STARBUCKS COFFEE CO (UK) LTD)
acting by a Director and its Secretary)
or by two Directors)

[Signature]
.....
Director

[Signature]
.....

Director/Secretary

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

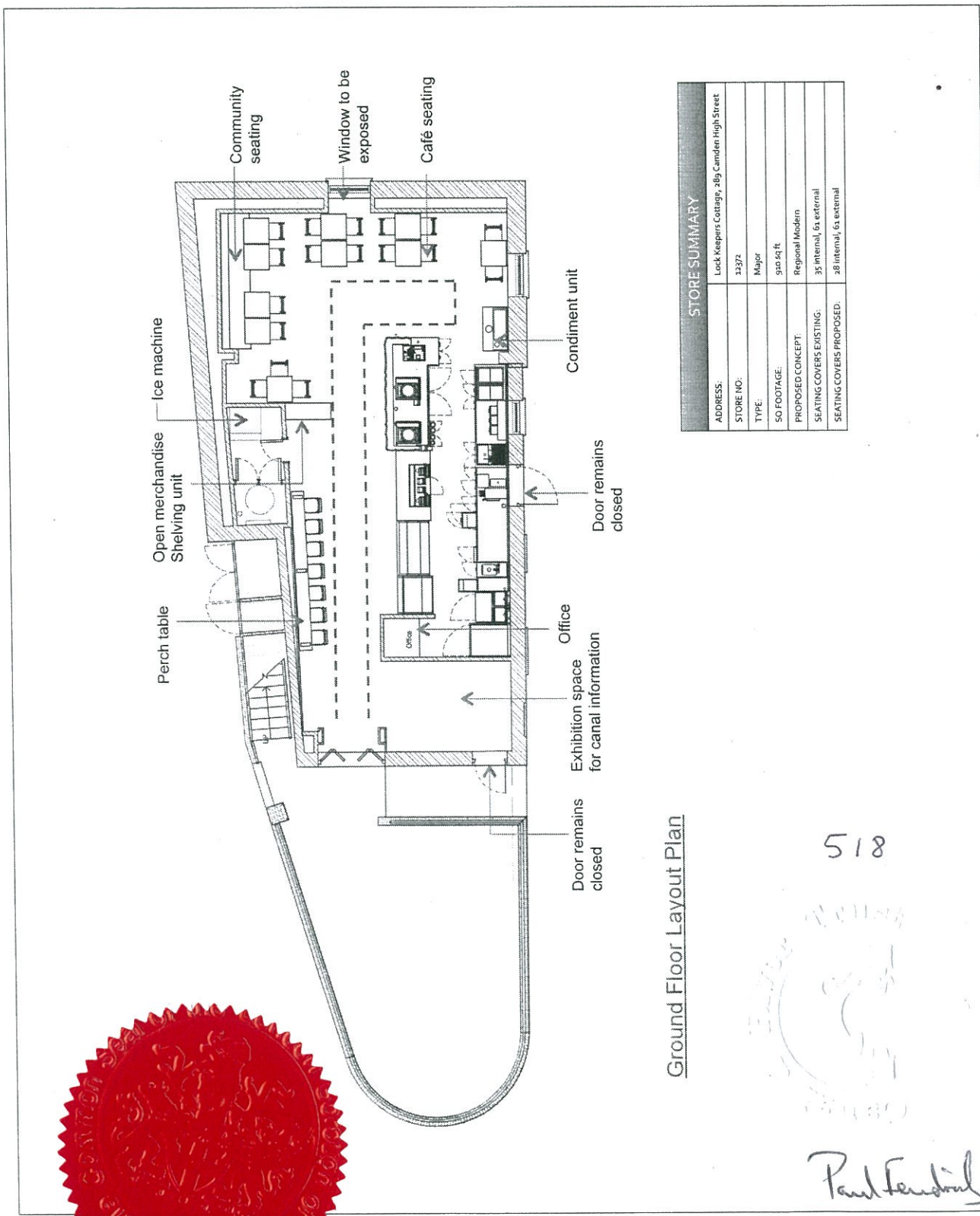


[Signature]
.....

Authorised Signatory

PLAN 1

KEY
 --- Customer Journey



STORE SUMMARY	
ADDRESS:	Lock Keepers Cottage, 289, Camden High Street
STORE NO:	33372
TYPE:	Major
SO FOOTAGE:	900 sq.ft
PROPOSED CONCEPT:	Regional Modern
SEATING COVERS EXISTING:	35 internal, 61 external
SEATING COVERS PROPOSED:	28 internal, 61 external

Ground Floor Layout Plan

Lockkeepers Cottage,
 Suffolk Wharf,
 Camden
 Ground Floor Layout Plan

Starbucks Coffee Company (UK) Ltd
 www.starbucks.co.uk
 Team: JRT/CEL
 20th December 2012
 NTS@A3

Pegasus
 Planning Group
 BRS.0102_03-1b

518
 Paul Ferndal
 PD

T 01454 625845 | F 01454 618074 | www.pegasusppg.co.uk |
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 Project: Ground Floor Layout Plan - Starbucks Coffee Company (UK) Ltd
 Project: Ground Floor Layout Plan - Starbucks Coffee Company (UK) Ltd

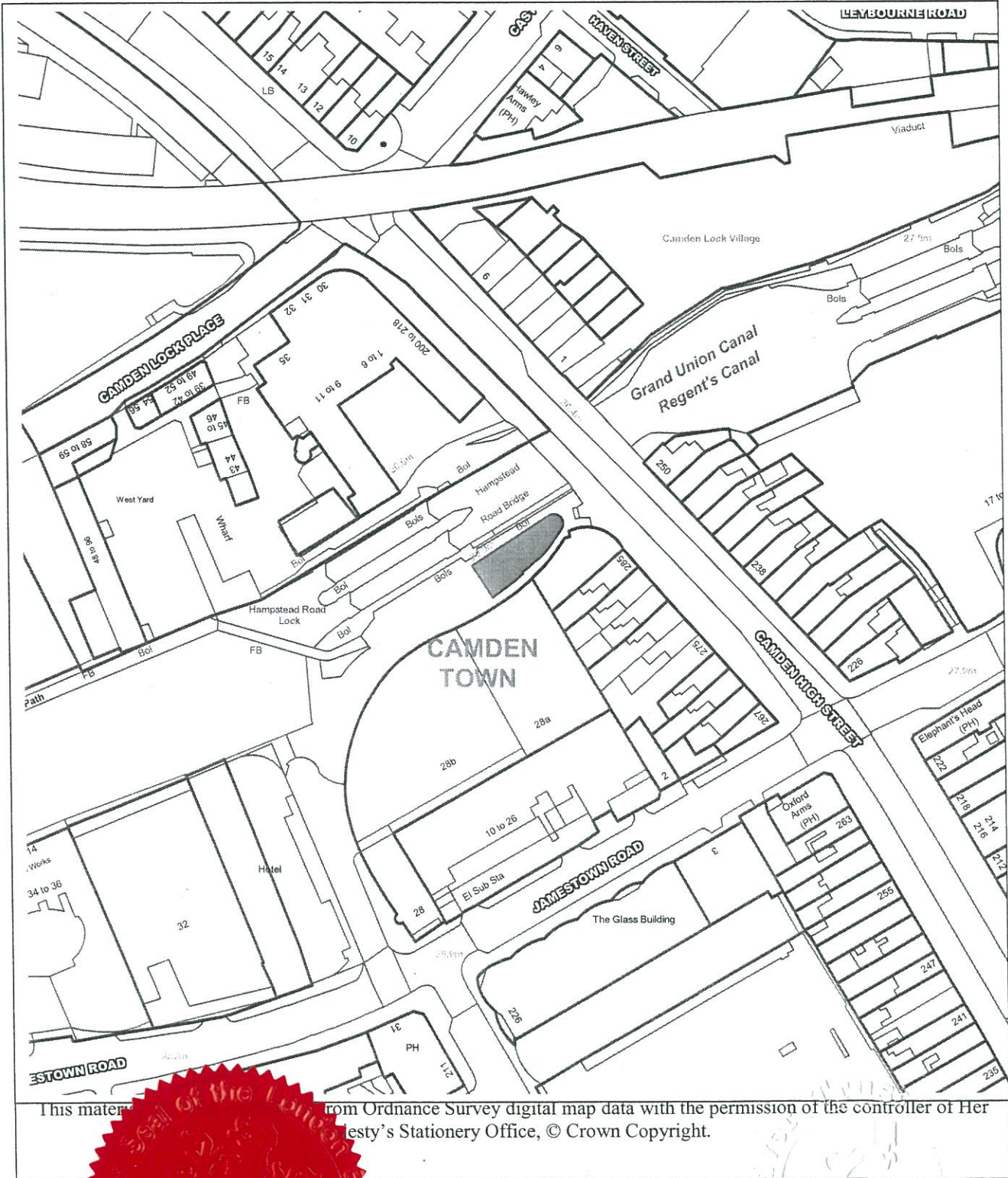
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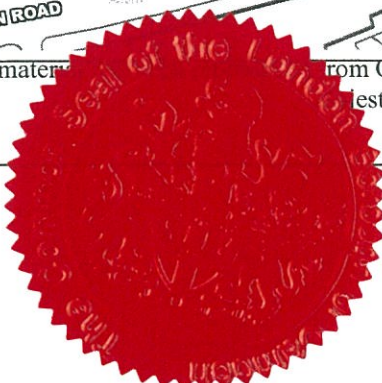
PLAN 2

Lock Keepers Cottage, 289 Camden High Street,
London NW1 7BX



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PJ

Paul Fentrel

11/11/11

(11/11/11)

(11/11/11)

11/11/11

APPENDIX 1

REGENT'S CANAL INFORMATION CENTRE AND COFFEE SHOP

MANAGEMENT PLAN

**LOCK KEEPERS COTTAGE,
289 CAMDEN HIGH STREET,
SUFFOLK WHARF, CAMDEN**

Pegasus Planning Group
First Floor, South Wing, Equinox North
Great Park Road, Almondsbury,
Bristol BS32 4QL

Telephone: (01454) 625945
Facsimile: (01454) 618074

P. Insp. Ref:
Borough Council Ref:

PPG Ref: JRT/HG/JSG/BRS.0102

Date: August 2013

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APPENDICES

1. GROUND FLOOR LAYOUT PLAN
 2. GROUND FLOOR WALL PLAN
-

1. INTRODUCTION

- 1.1 This Management Plan sets out details for the management and operation of the Regent's Canal Information Centre (CIC), operating alongside a proposed coffee shop at the Lock Keepers Cottage, 289 Camden High Street, Suffolk Wharf, Camden.
- 1.2 The principal parties to this Management Plan are:-
- Canal and River Trust (or any subsequent landlord of Lock Keepers Cottage);
 - The coffee shop operator;
 - London Borough of Camden.
- 1.3 The CIC will be managed and administered, to the reasonable satisfaction of the London Borough of Camden by, primarily, the coffee shop operator, in association with 'Interested Parties', such as Regent's Canal Conservation Area Advisory Committee, Inland Waterways Association, Friends of Regent's Canal, Camden Railway Heritage Trust, Camden Town Unlimited, and the Canal & River Trust or such other persons or bodies in the locality of the Camden area which the Council and the Owner acting reasonably consider should be involved in the running of the CIC.

2. THE USE

- 2.1 The use of the premises is as a mixed CIC / coffee shop (*sui generis*) i.e. the two uses should share the space flexibly within the building.
- 2.2 The two uses should take place to a degree that one will not dominate the other, such that the other use becomes ancillary in terms of its function and existence.
- 2.3 Sufficient floor space will always be provided for visitors to the CIC to view displays without intruding on the coffee shop use.

3. GROUND FLOOR LAYOUT PLAN

- 3.1 The ground floor layout shall, unless otherwise agreed in writing by the Council, be as per the plan appended to this Management Plan at Appendix 1.
- 3.2 The Ground Floor Layout Plan is intended to allow continued managed and unhindered access to both the CIC and coffee shop uses, without causing interruption for customers/visitors to either such use.
- 3.3 The Ground Floor Layout Plan provides a clear indication of the proposed layout of the ground floor area. It shows a dedicated Canal Information Area (CIA) hatched blue immediately on the right at the front of the premises. It provides details of the entrance door, the bar servery to the coffee shop, the table and chairs, and the designated community seating area. The CIA will contain no fixed tables and chairs, but will have some folding tables and chairs if requested.
- 3.4 The ground floor layout will include an area which will be able to accommodate community groups of up to 10 people.
- 3.5 The CIC will be managed by the Store Manager of the coffee shop operator. Any visitors to the premises who wish to comment about any element of the wall displays will be encouraged to pass such feedback to the store manager of the coffee shop. There will be a sign on the wall display providing information about giving feedback to the store manager.
- 3.6 The store manager is therefore responsible for collecting feedback, updating displays and chalk boards, and is available on site to speak with Interested Parties and visitors alike. On part of the display, additional contact details will be provided for anyone to express comments to the customer care desk within Starbucks headquarters in Chiswick. Starbucks Store Manager and the Asset Manager will communicate with each other regularly and work together to liaise with Interested Parties and others as appropriate.

4. EDUCATION AND TRAINING

4.1 Training and management should take place to ensure that all paid staff and the Interested Parties are in a position to provide a degree of advice (as appropriate) in relation to the Regent's Canal and related tourism and information events as follows:-

- Staff employed by Canal & River Trust, with access to the building, should have a general knowledge and understanding of the Regent's Canal and its immediate environs.
- Staff employed by the coffee shop operator will have a general understanding and be briefed about the Regent's Canal (including its history and immediate environs). They will be aware of local publicity information that is readily available for use by customers/visitors and should be able to direct enquiries towards the relevant local organisations.
- The Interested Parties will be provided with access to the CIC for education and training subject to a pre-notified booking and events calendar.

4.2 The community seating area will be available for regular booking, as and when required (where possible), and be available for use for meetings by local canal-related interest groups during the week, and including weekends.

4.3 Clear arrangements for booking of the community seating area will be displayed within the building.

4.4 The coffee shop operator will facilitate and support community events in the premises and will feature / host an annual community day in conjunction with Interested Parties which will be promoted in advance within the premises. All costs associated with this community day shall be borne by the coffee shop operator.

5. SERVERY/SHELF DISPLAYS

- 5.1 The retail display shelves within the building can promote the sale of branded coffee shop merchandise, consumables etc. but should also be available for the publicising of local products and goods associated with the CIC e.g. complimentary local books/guides and walking routes etc. These latter products should be canal related and will only be displayed after liaison with the store manager of the coffee shop to ensure the reasonable quality of goods. The coffee shop operator will ensure that any request to display goods will be reasonably considered. For the avoidance of doubt, the coffee shop is not in a position to charge for such items.
- 5.2 The coffee shop servery should be solely dedicated for use by coffee shop staff, given its restricted access to coffee shop personnel only.

6. WALL DISPLAYS

- 6.1 The initial contents of the dedicated CIA and the general wall displays around the perimeter will be agreed between the coffee shop operator and the Interested Parties in terms of content and extent.
- 6.2 The extent of the CIA and the wall displays shall, unless otherwise agreed in writing with London Borough of Camden, be as per the Ground Floor Wall Plan, appended to this Management Plan as Appendix 2.
- 6.3 The physical format of the CIA and the wall displays may take the form, inter alia, of permanent murals, information that changes periodically, information that changes daily (e.g. chalk boards), electronic information provided via wall-mounted screens and / or leaflet racks.
- 6.4 The initial physical format of all the wall displays, including its contents, should be agreed between London Borough of Camden, Canal & River Trust (or any subsequent landlord), the coffee shop operator and Interested Parties before they are erected, and be of high quality and in keeping with the interior fit out of the premises.
- 6.5 The wall displays will incorporate the display and use of a chalk board(s), appropriately located within the building, and this will be updated, if required, on a daily basis to reflect community events taking place locally. The Interested Parties will provide information updates to the coffee shop operator, who will then display these on the chalk board. If no such information is forthcoming, it will be the responsibility of the coffee shop operator to update the chalk board(s).
- 6.6 Every year, there will be a review of the accuracy and relevance of the contents of the wall displays by a joint committee set up by the coffee shop operator who will invite each of the Interested Parties, the Canal & River Trust, and the London Borough of Camden, to provide a nominee to attend any such committee. Should it be necessary to provide more accurate and relevant information in reference to any contents on the wall displays, then this will be included by the coffee shop operator and approved in writing by the Council.
- 6.7 As part of the annual review, the joint committee will discuss the ways in which the 2 elements of the premises, the CIC and the coffee shop, are working alongside each other. Those on the committee will review comments or recommendations

made and consider whether there should be any change in the way the premises are managed and operated.,

- 6.8 Every 3 years, there will be a review of the design and physical format within the parameters set by the drawing at Appendix 2 of this Management Plan by a joint committee set up by the coffee shop operator. The coffee shop operator will invite each of the Interested Parties, the Canal & River Trust, and the London Borough of Camden, to provide a nominee to attend any such committee. Any updating that is deemed necessary and reasonable to the content design and physical format of the wall displays will be undertaken by the coffee shop operator at their expense and approved in writing by the Council.
- 6.9 Displays shall be erected, cleaned, and maintained at the expense of the coffee shop operator. Any heating, lighting, power supplies to image-projection equipment and wi-fi provision to facilitate internet-linked display and information facilities shall be at coffee shop operator's expense.
- 6.10 Where there is any disagreement between the Interested Parties and/or the Canal & River Trust and/or Starbucks and/or the Council then in each case the Council will act as moderator and the Council's written decision (acting reasonably) will be final.

7. SIGNAGE

- 7.1 There should be clear but discrete external signage to both uses, i.e. the CIC and the coffee shop. The signs should be of similar size fronting Camden High Street.
- 7.2 Listed Building Consent will be required for the introduction of new CIC signage, the uncovering of a rear window, and the construction of a new non-loadbearing internal partition. (Refer to the Ground Floor Layout plan in Appendix 1)

8. OPENING HOURS

The CIC and coffee shop shall be open daily provided that it shall not open outside of 07.00 hours – 21.00 hours (and access to both uses should be available at all times within these opening hours).

9. STORAGE

- 9.1 Suitable locked and secure cupboard space for dedicated use in association with the CIC should be provided.

10. MUSIC

- 10.1 Any music or other broadcast sound being played within the building should be background only, and played at a level whereby it does not dominate the existing background noise level. This is in the interests of ensuring that the public floor space can be easily used for customers to both the coffee shop and CIC.

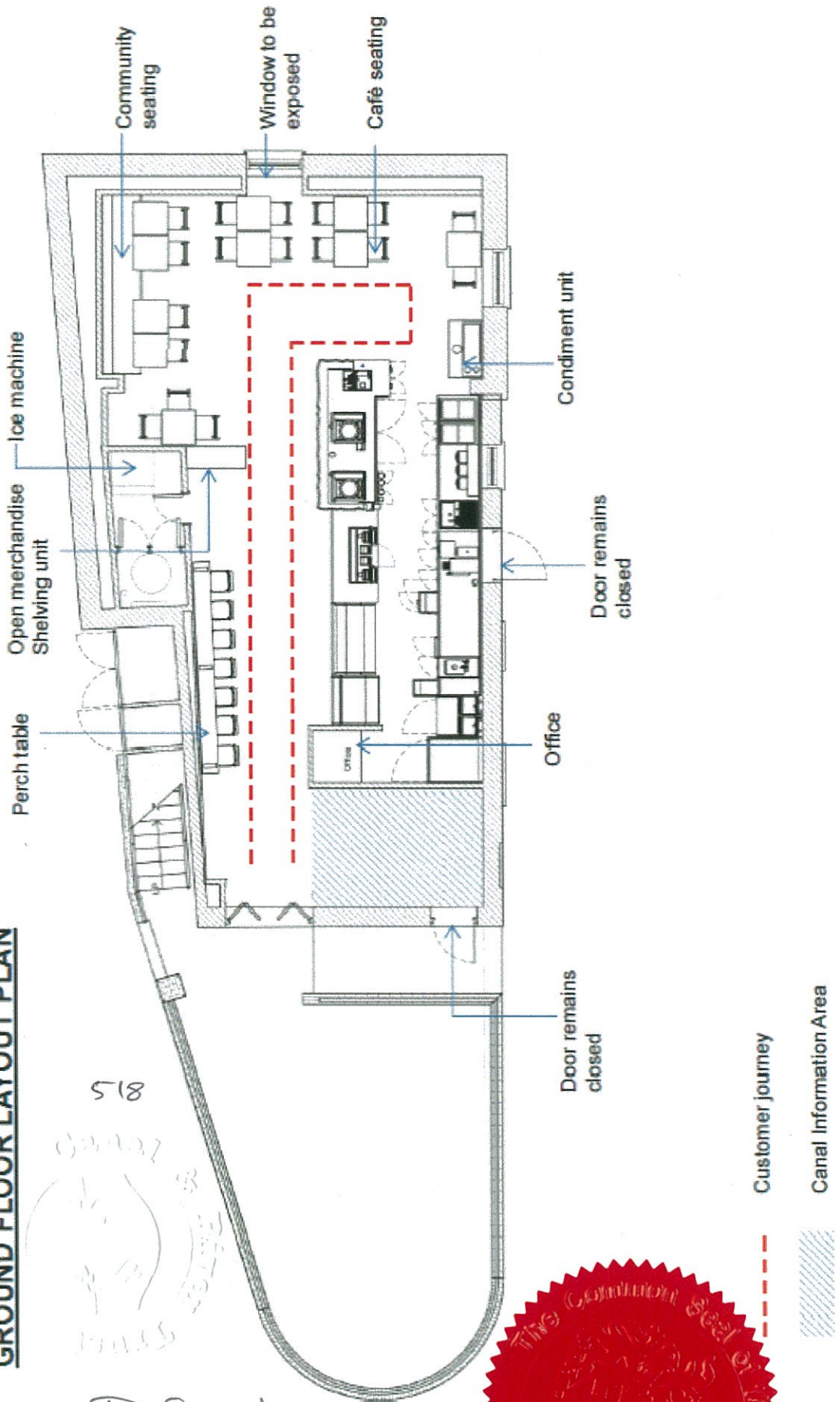
11. PUBLIC TOILETS

- 11.1 There will be access to the public toilet, at first floor level, as part of the proposed use, and this should be maintained at all times (save for essential maintenance / repairs) for customers of the coffee shop and CIC.
- 11.2 The keys to the public toilet will be available, during opening hours only, from the coffee shop operator, to prevent use by non 'bona fide' users.

Appendix 1 – Ground Floor Layout Plan

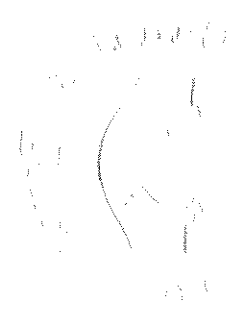


GROUND FLOOR LAYOUT PLAN



W/100

Appendix 2 – Ground Floor Wall Plan



Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

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

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

Pegasus Planning Group
First Floor South Wing
Equinox North Great Park Road
Almondsbury
Bristol
BS32 4QL

Application Ref: **2012/5726/P**

3 January 2013

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:

**Lock Keepers Cottage
289 Camden High Street
London
NW1 7BX**

Proposal:

DECISION
Change of use from canal information centre with ancillary coffee shop/cafe (Sui Generis),
to mixed use information centre and coffee shop (Sui Generis)

Drawing Nos: Site location plan, SU-11; BRS.0102_05-1; BRS.0102_03-1B; Regent's
Canal Information Centre and Coffee Shop Management Plan dated August 2013; ~~Cover
letter dated 20/12/2012 by J.Tarzey.~~

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 Site location plan, SU-11; BRS.0102_05-1; BRS.0102_03-1B; Regent's Canal Information Centre and Coffee Shop Management Plan dated August 2013; ~~Cover letter dated 20/12/2012 by J. Tarzey.~~

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

- 3 The use hereby permitted shall not be carried out outside the following times 07.00 hours to 21.00 hours.

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

Informative(s):

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

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

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

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

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 4 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.
- 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 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS1 (Distribution of growth), CS8 (Promoting a successful and inclusive Camden economy), CS14 (Promoting high quality places and conserving our heritage), CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP14 (Tourism development and visitor accommodation), DP15 (Community and leisure uses) and DP25 (Conserving Camden's heritage). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer report.

- 7 This permission is granted without prejudice to the necessity of obtaining listed building consent for the internal and external alterations to the listed building. You are reminded that listed building consent should be sought for these alterations prior to the development commencing.

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

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION



DATED 6TH SEPTEMBER 2013

(1) CANAL & RIVER TRUST

and

(2) STARBUCKS COFFEE CO (UK) LTD

and

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

A G R E E M E N T
relating to land known as
LOCK KEEPERS COTTAGE, 289 CAMDEN HIGH STREET, LONDON NW1 7BX
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 6007
Fax: 020 7974 1920

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