BETWEEN:

#### (1) BRIDGEDALE PROPERTIES LIMITED

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-and-

#### (2) THE DIAMOND TRADING COMPANY LIMITED

-and-

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

#### **SECTION 106 AGREEMENT**

Relating to the redevelopment of
17 Charterhouse Street and
138 and 140 Saffron Hill, London EC1
pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1947 Fax: 020 7974 2713

S/plan/abr/S106s/106-Charterhouse THIS AGREEMENT is made the

15 day of March

BETWEEN

BRIDGEDALE PROPERTIES LIMITED of Josef-Rheinbergerstrasse 6, Vaduz (1) Liechtenstein (hereinafter called "the Owner")

- THE DIAMOND TRADING COMPANY LIMITED of 17 Charterhouse Street, (2) London, EC1N 6RA (hereinafter called "the Tenant")
- THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of (3) Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

#### WHEREAS:

- (A) The Owner is registered as the Proprietor with Title Absolute at HM Land Registry as the freehold owner, free from encumbrances of the Property under title numbers LN70182, LN115500, LN152108 and NGL326180
- The Application was registered by the Council on 25th June 2001 and has been (B) allocated application number PSX0104294/R1
- (C) The Conservation Area Consent Applications were registered by the Council on 25th June 2001 and given reference numbers CSX0104295/R1, CSX0104296 and CSX0104297
- (D) The Council is the local planning authority for the purposes of the Act and for the area within which the Property is situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act and is also the Highway Authority under the Highways Act 1980 for such area
- (E) The Council 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 and also considers that this Agreement is of benefit to the inhabitants of the Borough

- (F) For that purpose the parties are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act
- (G) The Council has resolved to grant the Planning Permission pursuant to the Application together with the Conservation Area Consents subject to the conditions set out in the Planning Permission and the Conservation Area Consents and subject to the conclusion of this Agreement

#### 1. DEFINITIONS AND OPERATIVE PROVISIONS

- 1.1 In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-
- the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)
- 1.3 "Affordable Housing" low cost and subsidised housing provided by a Registered Social Landlord or the Council available for rent to people who cannot afford to occupy houses generally in the open market as defined in Circular 06/98 (entitled "Planning and Affordable Housing") issued by the Department

of the Environment Transport and the Regions

1.4 "Affordable Housing Contribution" the sum of £320,000 (three hundred and twenty thousand pounds) to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of

Camden

1.5 "Agreement" this deed

1.6 **"Application"** the planning application (in a revised form) for the development of the Property registered by

1.7 "the Community Opportunities Plan"

the Council on 25<sup>th</sup> June 2001 which has been allocated application number PSX0104294/R1

the provision of six free places per annum for a period of 5 years on the Diamond Studies Course such places to be allocated to persons nominated by the London Borough of Camden in consultation with the Hatton Garden Jewellery Partnership (always provided that The Diamond Trading Company Limited may require a replacement nomination where it demonstrates in writing that a nominated person would consititute a security risk or is not commercially acceptable)

1.8 "the Conservation Area Consents"

the conservation area consents to be granted for works at the Property pursuant to the Conservation Area Consent Applications substantially in the form of the draft annexed herewith

1.9 "the Conservation Area Consent Applications"

the applications for conservation area consent for works at the Property registered by the Council on 25<sup>th</sup> June 2001 and given reference numbers CSX0104295, CSX0104296 and CSX0104297

1.10 "The Development"

erection of 6 storey extension to existing building comprising office (Class B1) floorspace, private sports facilities, and ancillary staff facilities for use by staff and guests only, and erection of 4 level link bridge across Saffron Hill as shown on drawing numbers A/10/001; A/02/003; A/00/009/rev H; A/00/010 rev G; A/00/011 rev G; A/00/012 rev G; A/00/013 rev H; A/00/014 rev H;

A/00/015 rev G; A/01/001 rev E; A/01/002 rev F; A/02/002 rev F; A/02/001 rev H

- Acoustic report H&H Group Ltd. Dated 29<sup>th</sup> August 2001
- Transport Impact Statement: Symonds dated
   May 2001
- Archaeological evaluation method statement:
   Museum of London dated May 2001

BREEAM Assessment dated 24<sup>th</sup> May 2001

1.11 "the Diamond Studies Course" a 5 week studies course to be provided at The

Diamond Trading Company Limited's training school, giving training to attendees in all relevant aspects of the diamond industry these to include (i) the formation of diamonds (ii) the history of the diamond industry (iii) an explanation of the diamond pipeline —"from mine to finger" (iv) the sorting and valuing of rough diamonds, including size, shape, colour and clarity

1.12 "The Diamond Trading Company Limited"

the tenant of the Property at the date hereof

1.13 "the Green Travel Plan"

a plan of work place and other measures to be management adopted in the Propertycovering all current and future staff employed and attending the Property, other staff from organisations and employees contracted to provide services to the Owner such measures to promote the use of less environmentally damaging forms of transport for journeys to and from the Property accordance with the principles set out in the First Schedule hereto

## 1.14 "the Hatton Garden Regeneration Contribution"

the sum of £60,000 (sixty thousand pounds) to be applied by the Council in the event of receipt towards the establishment of the Hatton Garden Jewellery Centre or (if the Hatton Garden Jewellery Centre has not been created within 5 years of the receipt of payment of the second portion of such contribution under Sub-Clause 3.1.3 hereof) in consultation with the Owner towards other social physical or ecomonic regeneration initiatives located within the Hatton Garden area which have an association with the jewellery sector or benefit the jewellery sector within the Hatton Garden area

# 1.15 "The Hatton Garden Jewellery Centre"

the proposed jewellery centre for the Hatton Garden area to promote the Hatton Garden area the jewellery industry and diamonds in particular

## 1.16 "the Hatton Garden Jewellery Partnership"

the informal partnership established between the Council and locally based businesses and groups to promote the establishment of a Jewellery Centre and the Jewellery Industry within the Hatton Garden area

#### 1.17 "Implementation"

the implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act ('Implement' shall be construed accordingly and the date of such Implementation shall be referred to as the "Implementation Date")

#### 1.18 "Occupation Date"

the earliest date when any part of the Development is occupied for any purpose or opened for business excluding occupation for construction or fitting out purposes or site security or construction management purposes (and the expressions "Occupy" and "Occupation" shall be construed accordingly)

1.19 "the Planning Permission"

the planning permission to be granted for the Development pursuant to the Application substantially in the form of the drafts annexed herewith

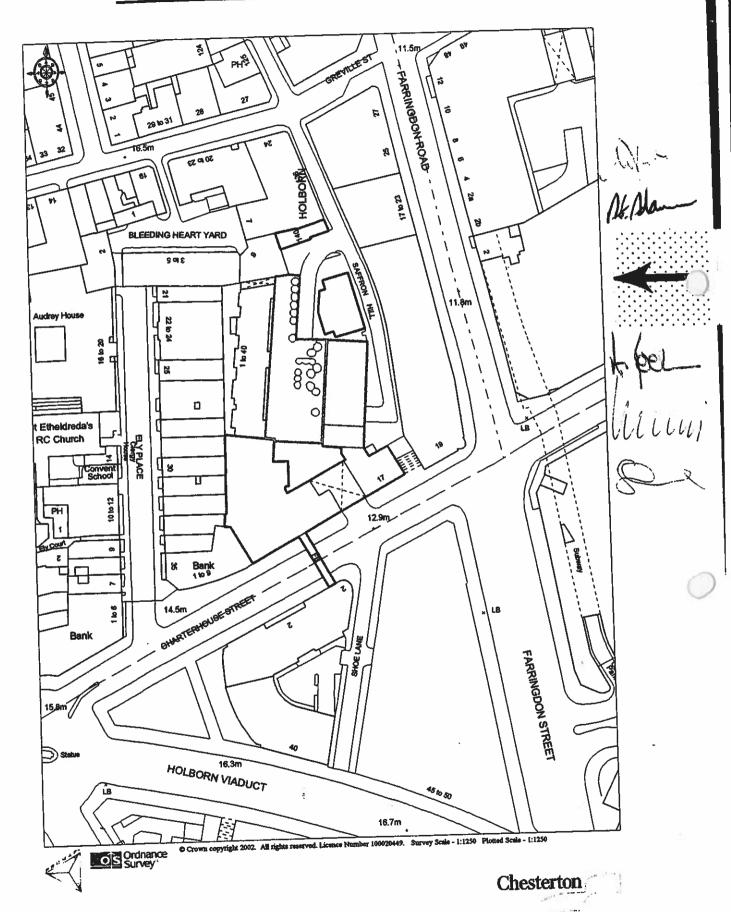
1.20 "the Property"

17 Charterhouse Street, sports club in Saffron Hill, bridge over Charterhouse Street and 138/140 Saffron Hill as the same is shown outlined in red for identification purposes only on Plan 1 attached to this Agreement

1.21 "Open House Plan"

the provision of public access to St Andrews House Forecourt (at no charge) on at least two days in each calendar year to allow public viewing of the special architectural and historic exterior of St. Andrews House to be arranged (unless otherwise agreed in writing with the Council) with the organisation known as London Open House (reg. Charity Number 1072104) contactable at London Open House PO Box 25361 London NW5 1GY www.londonopenhouse.org PROVIDED THAT for the avoidance of doubt (1) the Owner and/or The Diamond Trading Comnpnay Limited shall not be obliged to provide public access to the St. Andrews House Forecourt on more than two days in each calendar year but may choose to do so at its/their discretion AND (2) the Owner and/or The Diamond Trading Company Limited shall agree upon which days in each calendar

# PLAN 1 -'THE PROPERTY' and 'ST ANDREWS HOUSE FORECOURT'



year the St Andrews House Forecourt shall be open

1.22 "St Andrews House Forecourt"

the Forecourt of the Grade II listed building forming part of the Property as the same is shown edged in blue on Plan 1

#### 2. NOW THIS DEED WITNESSETH as follows:

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- 2.1 This Agreement is entered into by the Owner in relation to the Property to the extent that its provisions constitute planning obligations under Section 106 of the Act and such obligations herein shall be enforceable by the Council and to the extent that its provisions are not planning obligations they shall be enforceable under any other relevant statutory powers of the Council
- 2.2 It is hereby agreed between the parties that save for the provisions of clauses 1,2 and 4 (in their entirety) all of which clauses shall come into effect on the date hereof any covenants undertakings and obligations contained within this Agreement shall come into effect upon the Implementation Date
- 2.3 The expressions "the Owner" and "the Council" shall include their successors in title and their assigns
- If the Planning Permission is quashed or revoked or lapses without Implementation this Agreement shall cease to have effect with respect to that permission and all entries relating to it on the Register of Local Land Charges shall be deleted (at the Owner's expense) should the Owner so request the Council in writing
- 2.5 The Council covenants to issue the Planning Permission and the Conservation Area Consent on the date hereof

#### 3. THE PRINCIPAL COVENANTS

The Owner and the Tenant covenant with the Council as follows:

#### 3.1 CONTRIBUTIONS

- 3.1.1 On or prior to the Implementation Date to pay to the Council:-
  - (a) the Affordable Housing Contribution
  - (b) £35,000 (thirty five thousand pounds) being the first portion of the Hatton Garden Regeneration Contribution
- 3.1.2 Not to Implement nor permit Implementation until such time as the requirements of Sub-Clause 3.1.1 have been fully complied with
- On or prior to the Occupation Date to pay to the Council the sum of £25,000 (twenty five thousand pounds) being the second portion of the Hatton Garden Regeneration Contribution
- 3.1.4 Not to Occupy nor permit Occupation until such time as the requirements of Sub-Clause 3.1.3 have been fully complied with

## AND THE COUNCIL COVENANTS WITH THE OWNER

- 3.1.5 Not to apply the Affordable Housing Contribution and the Hatton Garden Regeneration Contribution except for the purposes for which the Affordable Housing Contribution and the Hatton Garden Regeneration Contribution are intended to be applied as set out herein
- 3.1.6 That on the fifth anniversary of receipt of the Affordable Housing Contribution if the same or any part thereof remains unexpended to return within 28 days the whole or any unexpended part thereof to the Owner less any associated reasonable administration charges
- 3.1.7 That on reasonable request from the Owner (but not more frequently than once every 12 months) to account to the Owner for any financial contribution paid pursuant to this Agreement

#### 3.2 THE GREEN TRAVEL PLAN

3.2.1 After the Occupation Date not to Occupy or permit Occupation of any part of the Development at any time when the terms of the Green Travel Plan as approved by the Council are not being complied with (unless otherwise agreed by the Council in accordance with the requirements of this Agreement) and in the event of non-compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance

#### 3.3 THE COMMUNITY OPPORTUNITIES PLAN

3.3.1 From the Implementation Date to comply with the requirements of the Community Opportunities Plan and from the Occupation Date not to Occupy or permit Occupation of any part of the Development at any time when the terms of the Community Opportunities Plan are not being complied with (unless otherwise agreed by the Council in accordance with the requirements of this Agreement) and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance

#### 3.4 OPEN HOUSE PLAN

3.4.1 From the Occupation Date not to Occupy or permit Occupation of any part of the Development at any time when the terms of the Open House Plan are not being complied with (unless otherwise agreed by the Council in accordance with the requirements of this Agreement) and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance

#### 4 IT IS HEREBY AGREED AND DECLARED by the parties hereto that :-

4.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval 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 Monitoring Officer, Sites and Projects Team, Planning Division, Environment Department, Town Hall Annex, Argyle Street, London WC1H 8EQ quoting reference PSX0104294/R1 and any notice or approval of the Council shall be signed by a representative of the Council's Environment Department and any notices required to be served by the Council on the Owner under this Agreement shall be addressed to the Corporate Administration Manager, the Diamond Trading Company Limited at 17 Charterhouse Street, London EC1N 6RA or such other addressee or address as it may by notice substitute in accordance with the requirements of this Agreement

- 4.2 This Agreement shall be registered as a Local Land Charge
- 4.3 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
- The Owner hereby covenants with the Council that it will within 28 days of registering its legal interest at H.M.Land Registry lodge its Land or Charge Certificates in relation to the Property and apply to the Chief Land Registrar of HM Land Registry to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such titles to show the entry of this Agreement in the Charges Register of the title to the relevant part of the Property

#### 4.5 CO-OPERATION

4.5.1 Each party in respect of its obligations hereunder shall act in good faith and shall co-operate with the other to facilitate the discharge and performance of all its obligations contained herein and all parties save for the Council 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 other parties' possession (at such party's expense) for the purposes of monitoring compliance with the obligations contained herein

#### 4.6 NON FETTER OF COUNCIL'S POWERS

A.6.1 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

#### 4.7 JOINT AND SEVERAL LIABILITY

- 4.7.1 Covenants made hereunder if made by more than one person are made jointly and severally
- 4.7.2 Insofar as different parts of the Property are owned or become owned by different persons and therefore the term "the Owner" consequently comprises more than one person the Owner covenants with the Council on behalf of any successors in title that each such person who owns an interest in the Property shall co-operate insofar as they are able with all other persons holding an interest in the Property and shall do anything reasonably necessary so as to ensure that the covenants herein expressed to be made on behalf of "the Owner" are fulfilled as expeditiously as possible

#### 4.8 CONSENTS/APPROVAL

- 4.8.1 The Council covenants with the other parties to this Agreement that the Council will not unreasonably withhold or delay any consent or approval required from the Council pursuant to the provisions of this Agreement
- 4.8.2 The Owner shall give written notice to the Planning Obligations Monitoring Officer on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place

- 4.8.3 The Owner shall give written notice to the Planning Obligations Monitoring Officer on or prior to the Occupation Date specifying that such occupation has taken or is about to take place
- 4.8.4 The parties to this Agreement do not intend any of the covenants contained herein shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999

- 4.8.5 Payment of any money under this Agreement shall be made by the Owner sending the full amount payable in the form of a Banker's Draft or Solicitors client account cheque within the time specified in this Agreement to the Council together with a letter specifically referring to the name date and parties to the Agreement and citing the clause of the Agreement to which the relevant payment relates and identifying which portion of the amount relates to any such sum calculated to take account of inflation in accordance with the terms of this Agreement such letter to be addressed to the Finance and Business Unit, Environment Department, Camden Town Hall, Argyle Street, London WC1H 8EQ
- Any sums referred to in this Agreement as payable by or to be applied by the Owner 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 being equal to the original sum payable multiplied by a figure being a fraction of which All Items of Retail Prices ("the AIIRP") figure published by the Central Statistical Office at the date hereof is the denominator and the last AIIRP figure published before the date such payment or application is made less the last published AIIRP figure at the date hereof is the numerator
- 4.8.7 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 Co-operative Bank plc from time to time being charged from the date such payment is due until payment is made
- 4.8.8 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and that it 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

IN WITNESS whereof the parties have caused their respective common seals to be affixed the day and year first above written

THE COMMON SEAL OF THE **MAYOR AND BURGESSES OF** THE LONDON BOROUGH OF CAMDEN was hereunto affixed in the presence of

**Authorised Signatory** 

SIGNED AS A DEED FOR A ON BEHALF OF BRIDGEDALE PROPERTIES LIMITED Ву

Director

Director/Secretary

SIGNED AS A DEED FOR AND ON BEHALF OF THE DIAMOND TRADING COMPANY LIMITED Ву

Director A.F.Adam

Director/Secretary

## The Diamond Trading Company - Green Travel Plan

#### 1. INTRODUCTION

- 1.1. This paper sets out the Diamond Trading Company (DTC) Green Travel Plan (GTP) for their offices in Camden. It has been prepared on behalf of DTC by Symonds Group Ltd.
- 1.2. The DTC employs approximately 900 employees from several offices in the Farringdon area. To improve operational efficiency the DTC intends to consolidate most of its activities on to the main site around Saffron Hill. To achieve this the DTC proposes to extend No.17 Charterhouse Street and relocate employees from No.2 Charterhouse Street into the extension. The footbridge across Charterhouse Street will then be removed and No.2 Charterhouse Street will no longer be required by the DTC.
- 1.3. The DTC recognises the importance of reducing the reliance on the motor car and the beneficial effect this will have upon traffic congestion around their main site. Consequently, the DTC are committed to encouraging alternative means of travel other than by private car for all journeys relating to their work. Over the years the DTC have continued to implement a practical set of measures to promote green travel including the provision of interest free season tickets and work place cycle facilities (including cycle parking, changing rooms, showers and lockers).
- 1.4. This GTP sets out measures and good practice regarding travel arrangements for both employees and visitors travelling to the DTC offices. The DTC undertakes to seek to use its influence and best endeavours to promote the good practice set out in this GTP and meet its objectives.

#### 2. OBJECTIVES

- 2.1. The objectives of the GTP are to:
  - ensure that the use of private car modes for work related travel does not increase,
  - seeks to reduce the reliance of employees on underground and mainline rail networks, wherever possible
  - encourage greater use of the bus, cycle and walk modes, wherever possible.

#### 3. MANAGEMENT AND PROMOTION

- 3.1. Critical to the success of the GTP is the full and ongoing support of senior management. The commitment of the DTC in achieving the GTP objectives is confirmed by the existing and proposed measures implemented by the company.
- 3.2. The DTC will nominate a staff travel co-ordinator, who will be responsible co-ordinating all aspects of the GTP. The staff travel co-ordinators will have the following responsibilities:



- i. Carry out initial and ongoing consultation with employees
- ii. Co-ordinate the implementation of GTP initiatives
- iii. Act as first point of contact regarding communication with the London Borough of Camden
- iv. Report back to the DTC's senior management
- 3.3. A travel survey of the DTC employees for the site will be carried out within three months following the start of the development and agreement of the GTP with the London Borough of Camden, and the approval of the proposed extension. The results of the survey will be used as the base case and the effectiveness of the GTP will be monitored over a three year period. Information on the progress of the GTP will be supplied to the London Borough of Camden.
- 3.4. Employees will be informed of the GTP via an appropriate means eg. through the company's internal web site, email or notice boards. Employees will also be provided with regular updates of new initiatives, monitoring and amendments to the GTP. Also, the objectives of the GTP and initiatives implemented will be integrated into the induction process of new employees.

#### 4. PUBLIC TRANSPORT INITIATIVES

- 4.1. The DTC offices around Saffron Hill are served by a wide range of public transport services including 10 bus routes, three Underground line services and Thameslink mainline rail services, all of which are within easy walking distance of the site.
- 4.2. The DTC will provide information to their employees in order for them to make the best use of the available services. Initiative will include:
  - The travel co-ordinator will collate and disseminate public transport information to employees. This information will be distributed in most appropriate manner to the employees, such as the internal web site, email, notice boards or memos handed to all employees.
  - Whenever possible, a summary of public transport services will be sent to visitors.

#### 5. CYCLING INITIATIVES

- 5.1. The development is situated close to the London Cycle Network. The DTC intends to encourage employees to cycle to work by providing 30 cycle parking spaces in the former car park in the lower ground floor of No.17 Charterhouse Street. New changing room, shower and locker facilities will also be provided in the proposed extension which will address some of the main reasons why many people choose not to cycle to work.
- 5.2. In addition, cycling will be encouraged through the implementation of the following initiatives:



- Encouraging the formation of an employees' cycle club.
- Allowing visitors to use the cycle parking facilities and advising visitors of their availability.
- Disseminating to employees a list of local bicycle shops for repairing and purchasing bicycles.
- Disseminating information to employees about cycle routes (ie London Cycle Network plans and Camden Cycle Network plans).
- Consideration given to providing a cycle mileage allowance and insurance for work-related trips.
- Consideration given to the provision of interest-free loans for the purchase of bicycles.
- Consideration given to setting-up a pool bike scheme.
- Provision of 10 additional cycle parking spaces in the first two years following implementation of the Travel Plan, followed by a further 10 cycle parking spaces in the subsequent three years. One of the possible locations for the additional spaces is the undercroft between the Saffron Block and 17 Charterhouse Street.
- 5.3 Thirty one motorcycle bays will be provided on DTC's premises. The DTC already have a system in place whereby the demand for motorcycle parking bays is monitored. If the demand for motorcycle parking bays increases the DTC will seek to accommodate the additional demand. Possible locations for additional bays include the terrace in front of St Andrews House or along the northern frontage of 17 Charterhouse Street.

#### WALKING INITIATIVES

- 6.1. The DTC will also encourage walking through the provision of information on appropriate pedestrian routes between the site and key destinations, such as London Bridge Station, Liverpool Street Station, West End etc. The information will also include approximate journey times.
- 6.2. The DTC are seeking to enhance the environment for pedestrians on Saffron Hill. To achieve this the carriageway will be raised to the level of the adjoining footway. This will extend from the northern face of the proposed bridge structure to the southern end of Saffron Hill.

#### 7. VEHICLE REDUCTION

- 7.1. The DTC supports the need to reduce private car usage for work trips in London and is reducing the car parking provision on the main estate from 42 to 27 spaces a reduction of over 35%. In addition, the use of seven parking spaces located at 36/43 Kirby Street will also be lost when the DTC relocates its canteen facilities and vacates the premises. The GTP will further seek to reduce the use of the available parking on the estate.
- 7.2. In most cases external companies will make deliveries to the estate, therefore the DTC is not in a position to make commitments regarding the way in which these deliveries will be carried out. However, the DTC



will encourage its suppliers to adopt certain sustainable practices by advising them of its support for sustainability transport and encourage them to pursue appropriate policies. Such policies could include the introduction of alternatively fuelled vehicles, the optimisation of delivery routes and the use of best driving techniques.

#### 8. OTHER INITIATIVES

- 8.1. Other measures which reduces the need to travel and which has an influence on the mode of transport chosen by employees will also be considered by the DTC. These measures include:
  - Allowing employees to work flexitime.
  - Encouraging partial home working and teleworking.
  - Encourage teleconferencing.
  - Encouraging participation in the online 'Green Travel Network' @ www.camden.gov.uk/green

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